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

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

ROUTINE BUSINESS

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

1. Discussion & Action – Agenda Approval
2. Discussion & Action – Minutes Approval for May 5, 2025
3. Discussion & Action – Claims Approval for May 20, 2025
4. Discussion & Action – Treasurers Report for April 2025
5. Public Hearing – Consideration of Lot 1A, A Replat of Lot 1 Helena Subdivision
6. Discussion & Action – Consideration of Lot 1A, A Replat of Lot 1 Helena Subdivision
7. Public Hearing – Consideration of a Conditional Use Permit for storage of agricultural chemicals, storage of fertilizer, locating anhydrous ammonia-storage tanks and small tanks on the Lot 1A
8. Discussion & Action – Consideration of a Conditional Use Permit for storage of agricultural chemicals, storage of fertilizer, locating anhydrous ammonia-storage tanks and small tanks on the Lot 1A | Helena Agri-Enterprises, LLC
9. Discussion & Action – Authorize annual funding commitment for Falls City Recreation, Inc totaling \$5,000.00 for youth recreation programs and ballfield maintenance | Falls City Recreation, Inc
10. Discussion & Action – Resolution to enter into a listing agreement with Miller-Monroe Company, Inc. for the sale of city-owned property located at 1612 Fulton Street
11. Discussion & Action – Authorize approval of Requisition No. REQ01101 totaling \$97,210.00 for a standby generator at the wastewater lift station as recommended by the Board of Public Works | Trevor Campbell – Public Works Director

12. Discussion & Action – Award of purchase of a 1-Ton Truck for Gas Department as recommended by the Board of Public Works | Trevor Campbell – Public Works Director
 13. Discussion & action – Authorize execution of a Pavement & Maintenance Beautification Proposal totaling \$34,983.00 as recommended by the Board of Public Works | Trevor Campbell – Public Works Director
 14. Discussion & Action – Resolution authorizing utilization of Farris Engineering, Inc. as the Owners Authorized Representative for the Energy Forward Transmission Project as recommended by the Board of Public Works | Trevor Campbell – Public Works Director
 15. Discussion & Action – Review of the Fiscal Year 2024 Audit | Julie D. Baumann, CPA
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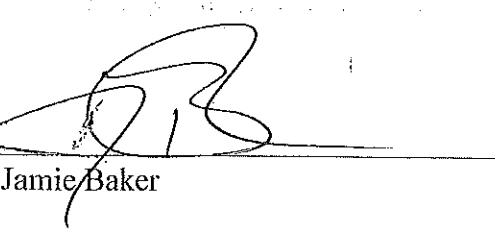
OLD BUSINESS

1. Discussion & Action – Second reading of Ordinance 2025-100 authorizing and providing for the issuance of combined utilities revenue bonds in an aggregate principal amount of not to exceed \$20MM for the purpose of paying the costs of improvements to the electric system
 2. Discussion & Action – Implementation of the Purchasing Policies and Procedures
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ADJOURNMENT

Anthony Nussbaum, City Clerk

FCPD Monthly Report - April 2025

	<u>MONTH</u>	<u>YEAR</u>	<u>CALLS FOR SERVICE</u>	<u>MONTH</u>	<u>YEAR</u>
ARRESTS					
Felony	0	0	911 Hangup/Misdial	27	75
Misdemeanor	29	143	Animal Call	32	123
City Ordinance	0	5	Accident	3	25
Total:	29	148	Alarm	5	27
TRAFFIC					
Citations	21	61	Ambulance	83	308
Warnings	28	81	Assault	2	5
Total:	49	142	Burglary	0	0
PARKING					
Citations	0	89	Burn Permit	47	252
Warnings	0	1	Civil Standby	0	0
Total:	0	90	Curfew	0	0
OTHER					
Warnings	9	16	Welfare Check	16	57
			Domestic Disturbance	3	17
			Disturbance	9	31
			Escort	0	2
			Fire Call	10	57
			Found or Lost Property	4	19
			Fingerprints	0	0
			Fraud	1	4
			Gun Permit	7	27
			HHS Intake	10	52
			House Watch	1	5
			Investigation	3	19
			Information Only	23	78
			Law Enforcement Assist	2	6
			Loitering	0	0
			Motorist Assist	12	44
			Missing Person/Juvenile	0	1
			Miscellaneous	45	184
			Noise Disturbance	8	16
			Nuisance	28	61
			Open Door	0	2
			Parking Complaint	2	25
			Phone Scam	2	6
			Referral	42	166
			Records Check	8	36
			Runaway	0	0
			Suspicious Person/Vehicle	7	23
			Theft	8	16
			Traffic/Driving Complaint	21	54
			Trespassing	0	4
			Truancy	0	1
			Vandalism	4	23
			Vehicle Repossession	0	1
			Warrant Arrest	0	7
			Weather Notification	2	3
	<u>MONTH</u>	<u>YEAR</u>			
Total Calls for Services	477	1862			
Total Reports	44	149			
Total Arrests	50	298			
Total Warnings	37	98			
Total Mileage	6,664	21024			
Total 911 Calls	123	468			
 Jamie Baker					
Reported by Marci Ankrom					

Reported by Marci Ankrom

Falls City Police Department

Crimes and Clearance Rate

Part I Crimes

Date: APRIL 2025

Number and Disposition of Offenses Known to the Police

UNIFORM CLASSIFICATION OF OFFENSES	OFFENSES KNOWN TO THE POLICE					OFFENSES CLEARED		
PART I	REPORTED OR KNOWN THIS MO.	UNFOUNDED	ACTUAL OFFENSES THIS MO.	ACTUAL THIS YR TO-DATE	ACTUAL LAST YR TO-DATE	THIS MONTH	THIS YEAR TO-DATE	LAST YEAR TO-DATE
1. Criminal Homicide								
2. Rape								
3. Robbery								
Armed – any weapon								
Strong arm – no weapon								
4. Assault	3		3	4	1	3	4	1
5. Burglary					6			6
Forcible Entry								
Unlawful entry – no force								
Attempted forcible entry								
6. Thefts								
Pocket picking								
Purse snatching								
Shoplifting				38	43		38	43
Thefts from auto								
Thefts of auto parts & acc.								
Thefts of bicycles								
Thefts from buildings								
Thefts from coin operated machine								
All other thefts	4		4	4	4	4	4	4
7. Motor vehicle theft				1	1		1	1
Autos								
Trucks and buses								
Other vehicles								
8. Arson								
Total	7		7	47	55	7	47	55

PART I % CLEARED

100%

100%

100%

Falls City Police Department

Crimes and Clearance Rate

Part II Crimes

Date: APRIL 2025

Number and Disposition of Offenses Known to the Police

UNIFORM CLASSIFICATION OF OFFENSES	OFFENSES KNOWN TO THE POLICE					OFFENSES CLEARED		
PART II	REPORTED OR KNOWN THIS MO.	UNFOUNDED	ACTUAL OFFENSES THIS MO.	ACTUAL THIS YR TO- DATE	ACTUAL LAST YR TO- DATE	THIS MONTH	THIS YEAR TO- DATE	LAST YEAR TO- DATE
1. Other Assaults	11		11	25	16	11	25	16
2. Forgery & Counterfeiting					1			1
3. Fraud								
4. Embezzlement								
5. Stolen Property								
6. Vandalism					13			13
7. Weapons-Possession								
8. Prostitution								
9. Other Sex Offenses				7	3		7	3
10. Narcotics Laws				4	27		4	27
11. Gambling Laws								
12. Offenses Against Family	2		2	22	19	2	22	19
13. Driving Under Influence	1		1	3	5	1	3	5
14. Liquor Laws				1	6		1	6
15. Disorderly Conduct	3		3	23	3	3	23	3
16. All Other Offenses	7		7	27	53	7	27	53
TOTAL	24		24	112	146	24	112	146
PART I&II TOTAL	31		31	159	201	31	159	201

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

FALLS CITY
ANIMAL CONTROL
MONTHLY REPORT

April 2025

ANIMAL CALLS	ANIMALS PICKED UP	ANIMALS CLAIMED	ANIMALS ADOPTED
34	9	7	2

Animal Control Officer

Lindsie Jones

A handwritten signature in cursive script that reads "Lindsie Jones". The signature is written in black ink and is positioned below the printed name.

May 5, 2025

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 5th day of May 2025, at 6:00 o' clock P.M. Council met in regular session. Mayor Harkendorff called the meeting to order and Clerk Nussbaum recorded the minutes of the meeting. On roll call the following Council persons were present: Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. Absent: None. 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 MAY 5, 2025

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

MINUTES APPROVAL FOR APRIL 21, 2025

A motion was made by Council person Leyden and seconded by Council person F. Killingsworth to approve the minutes for April 21, 2025, as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

CLAIMS APPROVAL FOR MAY 6, 2025

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

MONTHLY REPORT OF THE SOUTHEAST NEBRASKA LAND BANK

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

PUBLIC HEARING - APPLICATION FOR AN ANIMAL PERMIT TO PASTURE AND/OR STABLE A TOTAL OF (6) EQUINES AT 1215 EAST 17TH STREET | LEVI JONES

Mayor Harkendorff declared a public hearing open at 6:02 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 6:03 P.M.

APPLICATION FOR AN ANIMAL PERMIT TO PASTURE AND/OR STABLE A TOTAL OF SIX (6) EQUINES AT 1215 EAST 17TH STREET | LEVI JONES

A motion was made by Council person F. Killingsworth and seconded by Council person K. Killingsworth to approve the application for the animal permit to pasture and/or stable a total of six (6) equines at 1215 East 17th Street as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

**REQUEST TO ALLOW ALCOHOL TO BE SERVED AT PRICHARD AUDITORIUM ON SATURDAY, JUNE 21ST, 2025
FOR A WEDDING | JAMES A. SCHACHT**

A motion was made by Council person F. Killingsworth and seconded by Council person Kaster to approve the request to allow alcohol to be served at Prichard Auditorium on Saturday, June 21st, 2025 for a wedding as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

**DISCUSSION REGARDING RECENT POWER OUTAGES AND PUBLIC INQUIRIES REGARDING ELECTRIC
SERVICE RELIABILITY**

A discussion was held. No action taken.

**UTILIZATION OF ELECTRIC DISTRIBUTION SUPPORT SERVICE AGREEMENTS ON A FULLTIME BASIS |
COUNCIL PRESIDENT LEYDEN**

A motion was made by Council person Ferguson and seconded by Council person Leyden to approve the electric distribution support service agreements on a fulltime basis. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

**FIRST READING OF ORDINANCE 2025-100 AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF
COMBINED UTILITIES REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED
\$20MM FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVEMENTS TO THE ELECTRIC SYSTEM**

A motion was made by Council person Ferguson and seconded by Council person Buckminster to approve First reading of Ordinance 2025-100 authorizing and providing for the issuance of combined utilities revenue bonds in an aggregate principal amount of not to exceed \$20MM for the purpose of paying the costs of improvements to the electric system. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

**RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH MILLER & ASSOCIATES FOR ENGINEERING
SERVICES RELATED TO THE DR-4822 DECLARED DISASTER, AND AUTHORIZING CITY STAFF TO REQUEST
SERVICES AND COORDINATE WITH FEMA AND NEMA | PUBLIC WORKS DIRECTOR – TREVOR CAMPBELL**

A motion was made by Council person Buckminster and seconded by Council person Ferguson to approve Resolution authorizing a contract amendment with Miller & Associates for engineering services related to the DR-4822 declared disaster, and authorizing city staff to request services and coordinate with FEMA and NEMA. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

**RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY AND EXECUTION OF SALE DOCUMENTS FOR THE
PROPERTY AT 221 WEST 14TH STREET**

A motion was made by Council person Ferguson and seconded by Council person Buckminster to approve the Resolution authorizing the sale of real property and execution of sale documents for the property at 221 West 14th Street as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

**TRAFFIC CONTROL ON MCLEAN STREET BETWEEN EAST 28TH STREET & EAST 35TH STREET |
COUNCILPERSON KENNY KILLINGSWORTH**

A motion was made by Council person Ferguson and seconded by Council person K. Killingsworth to utilize the Street Superintendent Agreement to review the Traffic control on McLean Street between East 28th Street and East 35th

Street and along 35th Street between Hwy 73 and Mclean Street and provide recommendations. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

RESOLUTION AUTHORIZING CITY TO ASSESS UNPAID VACANT PROPERTY REGISTRATION FEES FOR 1701 WILSON STREET

A motion was made by Council person Ferguson and seconded by Council person Fouraker to approve the Resolution authorizing city to assess unpaid vacant property registration fees for 1701 Wilson Street as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

RESOLUTION AUTHORIZING CITY TO ASSESS UNPAID VACANT PROPERTY REGISTRATION FEES FOR 2101 BARADA STREET

A motion was made by Council person Ferguson and seconded by Council person K. Killingsworth to approve the Resolution authorizing city to assess unpaid vacant property registration fees for 2101 Barada Street as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

RESOLUTION AUTHORIZING CITY TO ASSESS UNPAID VACANT PROPERTY REGISTRATION FEES FOR 1120 LANE STREET

A motion was made by Council person F. Killingsworth and seconded by Council person Leyden to approve the Resolution authorizing city to assess unpaid vacant property registration fees for 1120 Lane Street as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

RESOLUTION AUTHORIZING CITY TO ASSESS UNPAID VACANT PROPERTY REGISTRATION FEES FOR 923 E. 11TH STREET

A motion was made by Council person Leyden and seconded by Council person F. Killingsworth to approve the Resolution authorizing city to assess unpaid vacant property registration fees for 923 E. 11th Street as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

RESOLUTION AUTHORIZING CITY TO ASSESS UNPAID VACANT PROPERTY REGISTRATION FEES FOR 410 FULTON STREET

A motion was made by Council person Leyden and seconded by Council person K. Killingsworth to approve the Resolution authorizing city to assess unpaid vacant property registration fees for 410 Fulton Street as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

RESOLUTION AUTHORIZING CITY TO ASSESS UNPAID VACANT PROPERTY REGISTRATION FEES FOR 920 MCLEAN STREET

A motion was made by Council person Leyden and seconded by Council person Kaster to approve the Resolution authorizing city to assess unpaid vacant property registration fees for 920 McLean Street as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" None. Motion carried.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 8:02pm

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 May 5, 2025; that all of the subjects included

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

(SEAL)

CITY CLERK

CITY CLERK

MAYOR



Expense Approval Report

By Fund

Payment Dates 5/20/2025 - 5/20/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 600 - Electric					
Falls City Journal	INV07298	05/20/2025	ads	600-07-00-52147	126.36
Halbert, Dunn & Burns, LLC	0159	05/20/2025	service march 2025	600-07-00-52109	720.00
McMaster-Carr	43534046	05/20/2025	304 stainless steel wire cloth	600-07-62-52429	22.96
Farm & City Supply	020786	05/20/2025	oil asorbent oildri 40qt	600-07-62-52420	122.49
Home Lumber Company	347258	05/20/2025	2x4x8' #syp ecolife treated	600-07-62-52429	13.95
Home Lumber Company	347258	05/20/2025	4x8x3/4" cca plywood	600-07-62-52429	124.68
Farm & City Supply	021002	05/20/2025	clnr hnd orn/pum 1 gal	600-07-62-52420	30.09
Farm & City Supply	021215	05/20/2025	hex bush 1/2" mptx1/4" fpt	600-07-62-52420	7.51
Farm & City Supply	021345	05/13/2025	125V battery charger	600-07-62-52420	247.24
Farm & City Supply	021555	05/20/2025	5/16" 6ga ring lug	600-07-62-52420	7.06
Farm & City Supply	021555	05/20/2025	term ring 3awg 5/16-3/8"	600-07-62-52420	15.04
Farm & City Supply	021555	05/20/2025	tool all purpose 1000	600-07-62-52420	31.16
Northern Safety & Industrial	906856158	05/05/2025	amber safety glasses (E1699.2	600-07-00-10500	37.92
Northern Safety & Industrial	906856158	05/05/2025	mirrored safety glasses #3120	600-07-00-10500	54.60
Meyer Home Center	27680	05/20/2025	service	600-07-62-52094	64.50
Farm & City Supply	021665	05/20/2025	ace best rlr m frm 4x3/8	600-07-62-52420	7.52
Farm & City Supply	021665	05/20/2025	ace ext pole t/l 3' -6'	600-07-62-52420	24.71
Farm & City Supply	021665	05/20/2025	ace best rlr w 4x3/8 5pk	600-07-62-52420	10.31
Farm & City Supply	021665	05/20/2025	corner roller foam 1.5"	600-07-62-52420	6.44
OneNeck It Solutions	pji0000845420	05/20/2025	service microsoft 365	600-07-61-52195	106.00
OneNeck It Solutions	pji0000845420	05/20/2025	service microsoft 365	600-07-62-52195	25.00
Dutton-Lainson Co	S30089-11	05/05/2025	50 KVA 13800/7970 240/120	600-07-00-10500	20,305.12
Dutton-Lainson Co	S30089-11	05/05/2025	25 KVA 13800/7970 240/120	600-07-00-10500	17,822.21
T & R Electric Supply	182424	05/05/2025	100KVA 13800/7970x4160/24	600-07-00-10500	4,707.73
Verizon	61120550520	05/20/2025	service	600-07-61-52011	155.75
Verizon	61120550520	05/20/2025	service	600-07-62-52011	128.82
Wesco Distribution	560012	05/05/2025	meter seals plastic PD-2 (Dick	600-07-00-10500	193.50
Husker Electric Supply	65994	05/05/2025	CU ground rod 5/8" x 8' (E120	600-07-00-10500	171.46
Husker Electric Supply	65994	05/05/2025	2" 90 deg SCH 40 PVC elbow (600-07-00-10500	66.60
Bosselman Pump & Pantry Inc	INV07296	05/20/2025	fuel	600-07-61-52014	357.25
Bosselman Pump & Pantry Inc	INV07296	05/20/2025	fuel	600-07-62-52014	86.41
Falls City Sanitation Service	INV07297	05/20/2025	service april 2025	600-07-61-52085	65.00
Falls City Sanitation Service	INV07297	05/20/2025	service april 2025	600-07-62-52085	130.00
General Fund	INV07427	05/20/2025	PILOT-Electric	600-07-00-52187	35,521.85
RESCO	3071366	05/05/2025	35' CL3 CCA REA pole (E1705)	600-07-00-10500	6,090.15
RESCO	3071366	05/05/2025	40' CL3 CCA REA pole (E1710)	600-07-00-10500	7,923.33
Border States	930318376	05/05/2025	Hub 2" (E49)	600-07-00-10500	53.11
BOK FINANCIAL	CITYOFFALLSCITYO	05/20/2025	debt service due	600-07-00-54103	44,767.50
BOK FINANCIAL	CITYOFFALLSCITYO	05/20/2025	debt service due	600-07-00-54103	22,792.50
BOK FINANCIAL	CITYOFFALLSCITYO	05/20/2025	fees	600-07-00-54115	600.00
RESCO	3072256	05/12/2025	Clamp 2/0 Bronze HLC MPS C	600-07-00-10500	690.85
RESCO	3072351	05/08/2025	Stainless Bolt Assy-Polaris PBA	600-07-00-10500	59.20
RESCO	3072403	05/12/2025	Tape Elec.-Scotch 33+ (E235)	600-07-00-10500	639.63
Amazon Capital Services	1J6C-JMWK-7C4K	05/12/2025	Meter Blank Off Cover-Ecks. #	600-07-00-10500	167.66
Husker Electric Supply	66615	05/14/2025	Recepticle, Duplex-Lev.# 5320	600-07-00-10500	3.84
Husker Electric Supply	66615	05/14/2025	250W MH/U lamp (E1023)	600-07-00-10500	179.96
Husker Electric Supply	66615	05/14/2025	T8-4' Fluorescent Lamps (E99	600-07-00-10500	60.46
Utility Department Petty Cash	INV07430	05/20/2025	postage	600-07-61-52387	330.25
Fund 600 - Electric Total:					165,875.68
Fund: 610 - Water					
Falls City Journal	INV07298	05/20/2025	ads	610-07-65-52147	126.36
Westrum Leak Detection	4274	05/20/2025	2025 leak detection survey	610-07-65-52198	3,200.00
Dalton Fouraker	INV07301	05/20/2025	travel water school	610-07-65-51310	170.00

Expense Approval Report

Payment Dates: 5/20/2025 - 5/20/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Wolfe Printing	3969	05/20/2025	Yearly backflow inserts for util	610-07-65-52118	395.60
Halbert, Dunn & Burns, LLC	0159	05/20/2025	service march 2025	610-07-65-52109	70.00
Amazon Capital Services	1hr3-dgjt-y6vl	05/20/2025	sam rolled splint 36"	610-07-65-52333	29.52
Bavco Backflow Apparatus &	326388	05/20/2025	watts 009m3 3/4" rbr rpr kit	610-07-65-52094	116.90
Farm & City Supply	020891	05/20/2025	thread rod stl 1/4x72"	610-07-65-52429	12.88
Farm & City Supply	020891	05/20/2025	grade 5 bolts nuts washers	610-07-65-52429	1.76
Nebraska Public Health Enviro	589708	05/20/2025	service	610-07-65-52198	160.00
Farm & City Supply	020981	05/20/2025	elctr cndt cnct 3/8" 5pk	610-07-65-52429	18.27
Farm & City Supply	020981	05/20/2025	tube strap galvinzed 2"	610-07-65-52429	3.19
Farm & City Supply	020981	05/20/2025	grade 5 bolts nuts washers	610-07-65-52429	7.78
McMaster-Carr	44180261	05/20/2025	anodized aluminum cam&gro	610-07-65-52093	85.39
McMaster-Carr	44180261	05/20/2025	strut channel nut w/ spring	610-07-65-52093	17.80
McMaster-Carr	44180261	05/20/2025	oil-resisitant buna-N gasket	610-07-65-52093	9.88
McMaster-Carr	44180261	05/20/2025	anodized aluminum cam & gr	610-07-65-52093	26.06
Farm & City Supply	021055	05/20/2025	corner brace 5x1 zn	610-07-65-52429	4.28
Farm & City Supply	021055	05/20/2025	screws	610-07-65-52429	2.23
Farm & City Supply	021055	05/20/2025	bolt u 3/8"x3"x4-1/8"	610-07-65-52429	12.87
McMaster-Carr	44239053	05/20/2025	low pressure brass threaded p	610-07-65-52096	45.44
McMaster-Carr	44239053	05/20/2025	thick wall plastic pipe fitting f	610-07-65-52096	16.44
McMaster-Carr	44239053	05/20/2025	fire fighting hose fitting adapt	610-07-65-52096	78.07
McMaster-Carr	44239053	05/20/2025	thick wall pvc plastic pipe fitti	610-07-65-52096	33.62
DREW FOSTER	INV07299	05/20/2025	travel water school	610-07-65-51310	440.00
Josh Chesnut	INV07300	05/20/2025	travel water school	610-07-65-51310	374.00
N & N	86-811	05/20/2025	service-roll off	610-07-65-52085	1,300.00
McMaster-Carr	44368606	05/20/2025	fire-fighting hose fitting adapt	610-07-65-52096	46.66
McMaster-Carr	44368606	05/20/2025	low-pressure brass threaded	610-07-65-52096	58.34
Farm & City Supply	021412	05/20/2025	screws	610-07-65-52093	3.80
Farm & City Supply	021412	05/20/2025	corner brace 6x1-1/8"an	610-07-65-52093	10.73
OneNeck It Solutions	pji0000845420	05/20/2025	service microsoft 365	610-07-65-52195	12.50
Verizon	61120550520	05/20/2025	service	610-07-65-52011	64.95
Verizon	61120550520	05/20/2025	service	610-07-67-52011	82.95
Municipal Supply, Inc of Oma	0940909-IN	05/08/2025	rubber & adapter kit P64602	610-07-65-52420	130.66
Municipal Supply, Inc of Oma	0940909-IN	05/08/2025	smooth jaw wrench	610-07-65-52420	118.09
Municipal Supply, Inc of Oma	0940909-IN	05/08/2025	beveling tool	610-07-65-52420	53.41
Municipal Supply, Inc of Oma	0940909-IN	05/08/2025	2 1/2 FNST x 2 MNPT swivel	610-07-65-52420	120.00
Municipal Supply, Inc of Oma	0940909-IN	05/08/2025	2 1/2 brass gate valve	610-07-65-52420	136.18
Municipal Supply, Inc of Oma	0940909-IN	05/08/2025	2 1/2 male NST 2 male NPT	610-07-65-52420	51.87
Municipal Supply, Inc of Oma	0940909-IN	05/08/2025	2 1/2 hydrant flushing elbow	610-07-65-52420	345.68
Municipal Supply, Inc of Oma	0940909-IN	05/08/2025	Aqua Stop P645	610-07-65-52420	248.39
Municipal Supply, Inc of Oma	0940910-IN	05/05/2025	4" x 18" anchor coupling (W1	610-07-00-10500	207.48
Municipal Supply, Inc of Oma	0940910-IN	05/05/2025	4" x 24" anchor coupling (W1	610-07-00-10500	255.85
Municipal Supply, Inc of Oma	0940910-IN	05/05/2025	4" Uni-Flange for CAST (Grey -	610-07-00-10500	150.50
Bosselman Pump & Pantry Inc	INV07296	05/20/2025	fuel	610-07-65-52014	264.81
General Fund	INV07426	05/20/2025	excise tax expense	610-07-65-52187	4,048.00
BOK FINANCIAL	CITYOFFALLSCITYO	05/20/2025	debt service due	610-07-65-54103	25,425.00
Lincoln Winwater Works Co	109911 02	05/14/2025	1 1/2" 4' bury stop box Ford E	610-07-00-10500	278.16
Lincoln Winwater Works Co	109911 02	05/14/2025	1 1/2" 5' bury stop box Ford E	610-07-00-10500	264.23
Utility Department Petty Cash	INV07430	05/20/2025	postage	610-07-65-52387	396.05
Fund 610 - Water Total:					39,532.63
Fund: 620 - Gas					
Falls City Journal	INV07298	05/20/2025	ads	620-07-63-52147	126.36
Halbert, Dunn & Burns, LLC	0159	05/20/2025	service march 2025	620-07-63-52109	990.00
Farm & City Supply	021113	05/20/2025	pipe s&d pvc sld 4x10bel	620-07-63-52429	27.94
Farm & City Supply	021113	05/20/2025	couple pvc s&d 4" hxh	620-07-63-52429	4.93
Industrial Sales Company Inc	1193574-000	05/20/2025	mcelroy cts06803	620-07-63-52420	191.55
OneNeck It Solutions	pji0000845420	05/20/2025	service microsoft 365	620-07-63-52195	62.50
Verizon	61120550520	05/20/2025	service	620-07-63-52011	184.99
Bosselman Pump & Pantry Inc	INV07296	05/20/2025	fuel	620-07-63-52014	523.23
Falls City Sanitation Service	INV07297	05/20/2025	service april 2025	620-07-63-52085	65.00
General Fund	INV07427	05/20/2025	PILOT gas	620-07-63-52187	16,214.69

Expense Approval Report

Payment Dates: 5/20/2025 - 5/20/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Groeber	141301-00	05/05/2025	#12 wire CU-clad HF-CCS-PE3	620-07-63-10500	476.41
Groeber	141301-00	05/05/2025	Riser 1 1/4" x 1 1/4" PERFECT	620-07-63-10500	124.16
Border States	930318377	05/05/2025	Plug - 1" Blk screwed (G4009)	620-07-63-10500	90.30
BLACKBURN MANUFACTURIN	IN0003769	05/09/2025	buried gas line warning tape 3	620-07-63-10500	189.62
Utility Department Petty Cash	INV07430	05/20/2025	postage	620-07-63-52387	330.25
Fund 620 - Gas Total:					19,601.93
Fund: 630 - Wastewater					
Falls City Journal	INV07298	05/20/2025	ads	630-07-64-52147	126.35
Brown County Transfer	154314	05/20/2025	waste	630-07-64-52085	225.00
Farm & City Supply	021084	05/20/2025	hangr hose wall mnt mtl	630-07-64-52093	35.98
Farm & City Supply	021084	05/20/2025	swivel dbleye zinc 5/8"	630-07-64-52093	5.58
Farm & City Supply	021349	05/20/2025	stem kohler 6n-2c ll	630-07-64-52093	14.99
Farm & City Supply	021349	05/20/2025	stem kohler 6n-2h ll	630-07-64-52093	14.99
Bavco Backflow Apparatus &	327722	05/20/2025	watts 009m2 2" rbr rpr kit	630-07-64-52094	167.70
Farm & City Supply	021685	05/20/2025	conn butt htst22-16g pk4	630-07-64-52093	6.59
Farm & City Supply	021685	05/20/2025	weatherstrip a&m 10'	630-07-64-52093	13.99
OneNeck It Solutions	pji0000845420	05/20/2025	service microsoft 365	630-07-64-52195	50.00
Verizon	61120550520	05/20/2025	service	630-07-64-52011	64.96
Bosselman Pump & Pantry Inc	INV07296	05/20/2025	fuel	630-07-64-52014	81.47
Falls City Sanitation Service	INV07297	05/20/2025	service april 2025	630-07-64-52085	90.00
Farmers Cooperative	INV07428	05/20/2025	Standby Generator Fuel	630-07-64-52014	712.78
Utility Department Petty Cash	INV07430	05/20/2025	postage	630-07-64-52387	237.25
Fund 630 - Wastewater Total:					1,847.63
Grand Total:					226,857.87

Report Summary

Fund Summary

Fund	Payment Amount
600 - Electric	165,875.68
610 - Water	39,532.63
620 - Gas	19,601.93
630 - Wastewater	1,847.63
Grand Total:	226,857.87

Account Summary

Account Number	Account Name	Payment Amount
600-07-00-10500	Inventory-Electric Gener	59,227.33
600-07-00-52109	Legal Expense	720.00
600-07-00-52147	Advertising Expense	126.36
600-07-00-52187	PILOT Expense	35,521.85
600-07-00-54103	Interest Expense	67,560.00
600-07-00-54115	Debt Service Fees	600.00
600-07-61-52011	Telephone	155.75
600-07-61-52014	Vehicle/Equipment Main	357.25
600-07-61-52085	Refuse/Recycling	65.00
600-07-61-52195	Technology Expense	106.00
600-07-61-52387	Postage/Shipping	330.25
600-07-62-52011	Telephone	128.82
600-07-62-52014	Vehicle/Equipment Main	86.41
600-07-62-52085	Refuse/Recycling	130.00
600-07-62-52094	Infrastructure Maintena	64.50
600-07-62-52195	Technology Expense	25.00
600-07-62-52420	Small Equipment	509.57
600-07-62-52429	Supplies & Materials	161.59
610-07-00-10500	Inventory-Water	1,156.22
610-07-65-51310	Training, Meetings & Co	984.00
610-07-65-52011	Telephone	64.95
610-07-65-52014	Vehicle/Equipment Main	264.81
610-07-65-52085	Refuse/Recycling	1,300.00
610-07-65-52093	Building/Grounds Maint	153.66
610-07-65-52094	Infrastructure Maintena	116.90
610-07-65-52096	Operational Equipment	278.57
610-07-65-52109	Legal Expense	70.00
610-07-65-52118	Printing Expense	395.60
610-07-65-52147	Advertising Expense	126.36
610-07-65-52187	Excise Tax Expense	4,048.00
610-07-65-52195	Technology Expense	12.50
610-07-65-52198	Other Professional Servi	3,360.00
610-07-65-52333	Uniforms/Safety Supplie	29.52
610-07-65-52387	Postage/Shipping	396.05
610-07-65-52420	Small Equipment	1,204.28
610-07-65-52429	Supplies & Materials	63.26
610-07-65-54103	Interest Expense	25,425.00
610-07-67-52011	Telephone	82.95
620-07-63-10500	Inventory-Gas	880.49
620-07-63-52011	Telephone	184.99
620-07-63-52014	Vehicle/Equipment Main	523.23
620-07-63-52085	Refuse/Recycling	65.00
620-07-63-52109	Legal Expense	990.00
620-07-63-52147	Advertising Expense	126.36
620-07-63-52187	PILOT Expense	16,214.69
620-07-63-52195	Technology Expense	62.50
620-07-63-52387	Postage/Shipping	330.25
620-07-63-52420	Small Equipment	191.55
620-07-63-52429	Supplies & Materials	32.87

Account Summary

Account Number	Account Name	Payment Amount
630-07-64-52011	Telephone	64.96
630-07-64-52014	Vehicle/Equipment Main	794.25
630-07-64-52085	Refuse/Recycling	315.00
630-07-64-52093	Building/Grounds Maint	92.12
630-07-64-52094	Infrastructure Maintena	167.70
630-07-64-52147	Advertising Expense	126.35
630-07-64-52195	Technology Expense	50.00
630-07-64-52387	Postage/Shipping	237.25
Grand Total:		226,857.87

Project Account Summary

Project Account Key	Payment Amount
None	226,857.87
Grand Total:	226,857.87



Expense Approval Report

By Fund

Payment Dates 5/20/2025 - 5/20/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - General					
Falls City Journal	INV07287	05/20/2025	ads	100-01-11-52147	912.86
Pro Serv	00283152	05/20/2025	service	100-01-11-52118	273.50
Halbert, Dunn & Burns, LLC	159	05/20/2025	service march 2025	100-01-11-52109	2,380.00
Quill Corporation	43754951	05/20/2025	post its	100-01-11-52372	12.59
Quill Corporation	43754951	05/20/2025	post its	100-01-11-52372	12.99
Sandra Ferris	INV07288	05/20/2025	travel	100-01-11-51310	104.30
Brown County Transfer	154527	05/20/2025	service - city clean up	100-06-11-52172	173.31
Brown County Transfer	154532	05/20/2025	service city clean up	100-06-11-52172	187.69
Brown County Transfer	154548	05/20/2025	service city clean up	100-06-11-52172	158.92
Brown County Transfer	154558	05/20/2025	service city clean up	100-06-11-52172	191.80
Brown County Transfer	154597	05/20/2025	service city clean up	100-06-11-52172	125.36
Paper Eaters	694	05/20/2025	shredding - city clean up	100-06-11-52172	400.00
OneNeck It Solutions	pji000084542	05/20/2025	microsoft 365	100-01-11-52195	81.00
Verizon	6112055052	05/20/2025	service	100-01-11-52011	8.58
General Petty Cash	INV07425	05/20/2025	postage	100-01-11-52387	657.00
Falls City Economic and Devel	INV07302	05/01/2025	CY 2024 Monthly Contributio	100-06-11-52172	10,825.25
Falls City Main Street, Inc.	INV07303	05/01/2025	Monthly Contribution (MOU 7	100-06-11-52172	2,500.00
Fund 100 - General Total:					19,005.15
Fund: 110 - Police					
Pro Serv	00283152	05/20/2025	service	110-02-21-52118	273.50
Halbert, Dunn & Burns, LLC	159	05/20/2025	service march 2025	110-02-21-52109	2,719.92
Galls	030985700	05/20/2025	tac lite pants	110-02-21-52333	128.99
Wolfes Printing	4055	05/20/2025	blue paper	110-02-21-52372	19.54
Das State Accounting - Center	1476447	05/20/2025	service april 2025	110-02-21-52199	537.60
OneNeck It Solutions	pji000084542	05/20/2025	microsoft 365	110-02-21-52195	112.50
Verizon	6112055052	05/20/2025	service	110-02-21-52011	629.45
UCI Testing	37024	05/20/2025	service dot test	110-02-21-52199	170.00
O'Reilly Automotive Inc	5895-229977	05/05/2025	alternator	110-02-21-52015	417.77
Police Department Petty Cash	INV07294	05/20/2025	car washes	110-02-21-52014	27.00
Bosselman Pump & Pantry Inc	INV07295	05/20/2025	fuel	110-02-21-52014	1,331.39
Fund 110 - Police Total:					6,367.66
Fund: 115 - Animal Control					
Halbert, Dunn & Burns, LLC	159	05/20/2025	service march 2025	115-02-23-52109	460.00
OneNeck It Solutions	pji000084542	05/20/2025	microsoft 365	115-02-23-52195	12.50
Verizon	6112055052	05/20/2025	service	115-02-23-52011	42.94
Bosselman Pump & Pantry Inc	INV07295	05/20/2025	fuel	115-02-23-52014	67.89
Fund 115 - Animal Control Total:					583.33
Fund: 120 - Fire					
OneNeck It Solutions	pji000084542	05/20/2025	microsoft 365	120-02-22-52195	12.50
Bosselman Pump & Pantry Inc	INV07295	05/20/2025	fuel	120-02-22-52014	41.97
Fund 120 - Fire Total:					54.47
Fund: 130 - Building Inspections & Code Enforcement					
OneNeck It Solutions	pji000084542	05/20/2025	microsoft 365	130-02-23-52195	12.50
Verizon	6112055052	05/20/2025	service	130-02-23-52011	42.94
UCI Testing	37024	05/20/2025	service dot test	130-02-23-52199	85.00
Fund 130 - Building Inspections & Code Enforcement Total:					140.44
Fund: 150 - Parks					
Halbert, Dunn & Burns, LLC	159	05/20/2025	service march 2025	150-05-51-52109	140.00
Farm & City Supply	020730	05/20/2025	1/4" dr adptr 1/4f x 3/8m	150-05-51-52429	3.09
Farm & City Supply	020760	05/20/2025	angle valve 1/2x3/8" com	150-05-51-52429	14.99
Farm & City Supply	020774	05/20/2025	screws	150-05-51-52429	2.76
Scheitel Feed & Seed	06251	05/20/2025	fescue	150-05-51-52429	190.00

Expense Approval Report

Payment Dates: 5/20/2025 - 5/20/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEXT GENERATION RECREATI	1936	05/05/2025	black belt swing seats S130	150-05-51-52093	411.80
Farm & City Supply	20754	05/20/2025	rstp ie ob gls sf blu qt	150-05-51-52099	17.99
Farm & City Supply	20754	05/20/2025	plastic pail lid	150-05-51-52099	3.99
Farm & City Supply	20754	05/20/2025	primer	150-05-51-52099	17.99
Farm & City Supply	20754	05/20/2025	rstp ie ob gls sf red qt	150-05-51-52099	17.99
Farm & City Supply	20754	05/20/2025	rstp ie ob gls sf or qt	150-05-51-52099	17.99
Farm & City Supply	20754	05/20/2025	rstp ie ob gls grn qt	150-05-51-52099	17.99
Farm & City Supply	20754	05/20/2025	plastic pail	150-05-51-52099	5.99
Farm & City Supply	020869	05/20/2025	screws	150-05-51-52429	0.69
Farm & City Supply	020869	05/20/2025	screws	150-05-51-52429	0.33
Farm & City Supply	020869	05/20/2025	screwdriving bit set 100pc	150-05-51-52429	22.99
Farm & City Supply	020869	05/20/2025	ace paint brsh angl 1.5"	150-05-51-52429	30.36
Farm & City Supply	020869	05/20/2025	ace best brush flat 1.5	150-05-51-52429	9.98
Farm & City Supply	020915	05/20/2025	wd40 smart straw 8oz	150-05-51-52429	13.98
Farm & City Supply	020915	05/20/2025	needle drain cock 1/4"	150-05-51-52429	9.98
Fastnel Company	KSSAB176540	05/20/2025	s/s fw 3/4x1-3/4 od	150-05-51-52096	4.72
Fastnel Company	KSSAB176540	05/20/2025	s/s fw 3/4x1-7/8 od	150-05-51-52096	15.52
Fastnel Company	KSSAB176540	05/20/2025	3/4" 10 18-8 s/s fhn	150-05-51-52096	16.83
Farm & City Supply	021029	05/20/2025	12v 5.3 gpm-60psi pump	150-05-51-52429	179.99
159 Lumber & Rentals	1051149	05/20/2025	2x8x16 treated	150-05-51-52429	19.26
Amazon Capital Services	1hnt-v1xv-r4lf	05/20/2025	toilet holder/brush	150-05-51-52429	27.99
Helena Chemical Co	218580328	05/20/2025	fertilizer	150-05-51-52429	121.20
Farm & City Supply	021129	05/20/2025	backpk spryr	150-05-51-52429	174.99
Meyer Home Center	150450	05/20/2025	state water heater tune up kit	150-05-51-52093	59.50
Meyer Home Center	150450	05/20/2025	service	150-05-51-52093	85.00
Meyer Home Center	150458	05/20/2025	1" pex crimp ring	150-05-51-52093	1.20
Meyer Home Center	150458	05/20/2025	1" copper coupling	150-05-51-52093	2.20
Meyer Home Center	150458	05/20/2025	solder & paste	150-05-51-52093	2.50
Meyer Home Center	150458	05/20/2025	1" pex coupling	150-05-51-52093	3.10
Meyer Home Center	150458	05/20/2025	labor	150-05-51-52093	170.00
Meyer Home Center	150458	05/20/2025	1/2" copper coupling	150-05-51-52093	0.85
Farm & City Supply	021191	05/20/2025	hp good brush flat 2"	150-05-51-52429	14.97
Farm & City Supply	021201	05/20/2025	fac plat lite control wp	150-05-51-52429	37.98
Farm & City Supply	021202	05/20/2025	post eye light control	150-05-51-52429	27.98
Farm & City Supply	021202	05/20/2025	return item	150-05-51-52429	-37.98
Farm & City Supply	021202	05/20/2025	fac plat lite control wp	150-05-51-52429	18.99
Farm & City Supply	021336	05/20/2025	rstp i/e ob prmr gray qt	150-05-51-52429	17.99
Farm & City Supply	021524	05/20/2025	staple barb glv 6ga 2-1/2	150-05-51-52429	32.99
Farm & City Supply	021538	05/20/2025	brush art 5pc utility	150-05-51-52429	5.99
Farm & City Supply	021544	05/20/2025	bait moletox ii 1lb	150-05-51-52429	12.99
Farm & City Supply	021544	05/20/2025	1/2 dr 15/16 6pt regular sock	150-05-51-52429	4.59
Bruna Implement Company	ie92379	05/20/2025	blade-15	150-05-51-52429	17.01
Bruna Implement Company	ie92379	05/20/2025	blade-18	150-05-51-52429	39.74
Bruna Implement Company	ie92379	05/20/2025	blade-25	150-05-51-52429	77.76
Bavco Backflow Apparatus &	328808	05/20/2025	Backflow rebuild kit for pool	150-05-51-53200	504.87
OneNeck It Solutions	pji000084542	05/20/2025	microsoft 365	150-05-51-52195	37.50
Verizon	6112055052	05/20/2025	service	150-05-51-52011	85.88
Scheitel Feed & Seed	06347	05/20/2025	fescue	150-05-51-52429	95.00
Home Lumber Company	347551	05/05/2025	3/4" treated plywood	150-05-51-52429	629.90
Bosselman Pump & Pantry Inc	INV07295	05/20/2025	fuel	150-05-51-52014	702.36
Falls City Sanitation Service	INV07293	05/20/2025	service april 2025	150-05-51-52085	130.00
Fund 150 - Parks Total:					4,292.24
Fund: 151 - Auditorim					
Unifirst Corportation	1910084018	05/20/2025	mops	151-05-51-52429	87.64
Farm & City Supply	021191	05/20/2025	fruitfly trap refil	151-05-51-52429	3.59
Farm & City Supply	021524	05/20/2025	elec tpe 3/4"x66' blk	151-05-51-52429	3.59
Farm & City Supply	021538	05/20/2025	hefty slidr gal 15ct	151-05-51-52429	4.59
OneNeck It Solutions	pji000084542	05/20/2025	microsoft 365	151-05-51-52195	37.50
Falls City Sanitation Service	INV07293	05/20/2025	service april	151-05-51-52085	130.00
Fund 151 - Auditorim Total:					266.91

Expense Approval Report

Payment Dates: 5/20/2025 - 5/20/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 170 - Library					
Library Petty Cash	INV07292	05/20/2025	postage	170-05-52-52387	98.60
The Library Store	735639	05/20/2025	dura-gloss bar code label prot	170-05-52-52429	150.27
Easy Squeegee Window Clean	2025-15405	05/20/2025	service windows	170-05-52-52198	550.00
Bavco Backflow Apparatus &	328808	05/20/2025	Backflow rebuild kit for pool	170-05-52-53200	504.88
OneNeck It Solutions	pji000084542	05/20/2025	microsoft 365	170-05-52-52195	37.50
Ingram	INV07290	05/20/2025	books	170-05-52-52400	1,794.74
Richard Gilkerson	INV07289	05/20/2025	service april 2025	170-05-52-52199	370.50
Library Petty Cash	INV07291	05/20/2025	postage	170-05-52-52387	208.98
Library Petty Cash	INV07291	05/20/2025	supplies	170-05-52-52387	24.45
Falls City Sanitation Service	INV07293	05/20/2025	service april 2025	170-05-52-52085	65.00
Fund 170 - Library Total:					3,804.92
Fund: 180 - Cemetery					
OneNeck It Solutions	pji000084542	05/20/2025	microsoft 365	180-05-53-52195	12.50
Fund 180 - Cemetery Total:					12.50
Fund: 190 - Streets					
Scheitel Feed & Seed	06297	05/20/2025	supplies	190-03-31-52093	70.00
OneNeck It Solutions	pji000084542	05/20/2025	microsoft 365	190-03-31-52195	25.00
Verizon	6112055052	05/20/2025	service	190-03-31-52011	42.94
Bosselman Pump & Pantry Inc	INV07295	05/20/2025	fuel	190-03-31-52014	2,200.89
KELLER SUPPLY COMPANY	9593	05/08/2025	cold mix	190-03-31-52002	1,032.00
Falls City Sanitation Service	INV07293	05/20/2025	service april 2025	190-03-31-52085	65.00
Fund 190 - Streets Total:					3,435.83
Fund: 195 - Mechanic Shop					
Farm & City Supply	020801	05/20/2025	6ga starter cable-red	195-03-66-52330	2.89
Farm & City Supply	020801	05/20/2025	6ga starter cable-black	195-03-66-52330	2.17
Farm & City Supply	020801	05/20/2025	1/4" 4ga copr stud	195-03-66-52330	4.98
Farm & City Supply	020801	05/20/2025	3/8" 6ga copr stud	195-03-66-52330	4.38
Falls City Auto Supply	76549	05/20/2025	battery	195-03-66-52330	162.08
Falls City Auto Supply	76550	05/20/2025	dorman	195-03-66-52330	149.89
Falls City Auto Supply	76572	05/20/2025	battery	195-03-66-52330	61.36
Falls City Auto Supply	76592	05/20/2025	glass clnr	195-03-66-52429	11.18
Falls City Auto Supply	76593	05/20/2025	filter	195-03-66-52330	7.70
Falls City Auto Supply	76593	05/20/2025	filter	195-03-66-52330	16.46
Falls City Auto Supply	76593	05/20/2025	filter	195-03-66-52330	7.70
Farm & City Supply	020957	05/22/2025	rvt al 3/16"x1/4" 50pk	195-03-66-52429	9.59
Hullman's Ford Lincoln, Inc.	117277	05/20/2025	oil	195-03-66-52330	88.89
Falls City Auto Supply	76650	05/20/2025	filter	195-03-66-52330	89.99
Falls City Auto Supply	76650	05/20/2025	filters	195-03-66-52330	35.58
Falls City Auto Supply	76655	05/20/2025	filters	195-03-66-52330	25.96
True Value Hardware	po4977	05/20/2025	hydraulic hose	195-03-66-52330	31.32
True Value Hardware	po4977	05/20/2025	end	195-03-66-52330	28.00
True Value Hardware	po4977	05/20/2025	end	195-03-66-52330	19.30
Falls City Auto Supply	76696	05/20/2025	dot light	195-03-66-52330	111.06
Falls City Auto Supply	76696	05/20/2025	connector	195-03-66-52330	20.14
Falls City Auto Supply	76696	05/20/2025	grote	195-03-66-52330	37.02
Bruna Implement Company	ie92287	05/20/2025	belt	195-03-66-52330	31.36
Bruna Implement Company	ie92287	05/20/2025	cover-clu	195-03-66-52330	0.86
Bruna Implement Company	ie92287	05/20/2025	bearing	195-03-66-52330	7.76
Bruna Implement Company	ie92287	05/20/2025	bearing - o	195-03-66-52330	2.10
Tri-State Truck & Tractor Repai	31154c	05/20/2025	3/4" hydraulic hose 4000 psi	195-03-66-52330	85.02
Tri-State Truck & Tractor Repai	31154c	05/20/2025	3/4" oring male 3/4" hose	195-03-66-52330	22.76
Tri-State Truck & Tractor Repai	31154c	05/20/2025	3/4" JIC female 3/4" hose	195-03-66-52330	17.82
Bobcat of Omaha	fc20250331p	05/20/2025	finance charge	195-03-66-52330	2.67
UCI Testing	37024	05/20/2025	service dot test	195-03-66-52199	85.00
Bosselman Pump & Pantry Inc	INV07295	05/20/2025	fuel	195-03-66-52014	106.70
Fund 195 - Mechanic Shop Total:					1,289.69

Expense Approval Report

Payment Dates: 5/20/2025 - 5/20/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 205 - Dispatching					
Lumen	732628626	05/20/2025	service april 2025	205-02-24-52195	3,178.59
Fund 205 - Dispatching Total:					3,178.59
Fund: 240 - CDBG - Owner-Occupier Rehabilitation Program					
Falls City Journal	INV07287	05/20/2025	ads	240-06-00-52147	28.42
Fund 240 - CDBG - Owner-Occupier Rehabilitation Program Total:					28.42
Fund: 280 - Housing Abatement/Demolition Program					
Halbert, Dunn & Burns, LLC	159	05/20/2025	service march 2025	280-06-23-52109	620.00
General Petty Cash	INV07425	05/20/2025	postage	280-06-23-52387	29.04
Fund 280 - Housing Abatement/Demolition Program Total:					649.04
Grand Total:					43,109.19

Report Summary

Fund Summary

Fund	Payment Amount
100 - General	19,005.15
110 - Police	6,367.66
115 - Animal Control	583.33
120 - Fire	54.47
130 - Building Inspections & Code Enforcement	140.44
150 - Parks	4,292.24
151 - Auditorim	266.91
170 - Library	3,804.92
180 - Cemetery	12.50
190 - Streets	3,435.83
195 - Mechanic Shop	1,289.69
205 - Dispatching	3,178.59
240 - CDBG - Owner-Occupier Rehabilitation Program	28.42
280 - Housing Abatement/Demolition Program	649.04
Grand Total:	43,109.19

Account Summary

Account Number	Account Name	Payment Amount
100-01-11-51310	Training, Meetings & Co	104.30
100-01-11-52011	Telephone	8.58
100-01-11-52109	Legal Expense	2,380.00
100-01-11-52118	Printing & Publishing	273.50
100-01-11-52147	Advertising Expense	912.86
100-01-11-52195	Technology Services	81.00
100-01-11-52372	Office Supplies	25.58
100-01-11-52387	Postage/Shipping	657.00
100-06-11-52172	Payments to Other Agen	14,562.33
110-02-21-52011	Telephone	629.45
110-02-21-52014	Vehicle/Equipment Main	1,358.39
110-02-21-52015	Vehicle/Equipment Repa	417.77
110-02-21-52109	Legal Expense	2,719.92
110-02-21-52118	Printing Expense	273.50
110-02-21-52195	Technology Services	112.50
110-02-21-52199	Other Contractual Servic	707.60
110-02-21-52333	Uniforms/Safety Supplie	128.99
110-02-21-52372	Office Supplies	19.54
115-02-23-52011	Telephone	42.94
115-02-23-52014	Vehicle/Equipment Main	67.89
115-02-23-52109	Legal Expense	460.00
115-02-23-52195	Technology Services	12.50
120-02-22-52014	Vehicle/Equipment Main	41.97
120-02-22-52195	Technology Services	12.50
130-02-23-52011	Telephone	42.94
130-02-23-52195	Technology Services	12.50
130-02-23-52199	Other Contractual Servic	85.00
150-05-51-52011	Telephone	85.88
150-05-51-52014	Vehicle/Equipment Main	702.36
150-05-51-52085	Refuse/Recycling	130.00
150-05-51-52093	Building/Grounds Maint	736.15
150-05-51-52096	Operational Equipment	37.07
150-05-51-52099	Other Maintenance & R	99.93
150-05-51-52109	Legal Expense	140.00
150-05-51-52195	Technology Services	37.50
150-05-51-52429	Supplies & Materials	1,818.48
150-05-51-53200	Buildings	504.87
151-05-51-52085	Refuse/Recycling	130.00
151-05-51-52195	Technology Services	37.50

Account Summary

Account Number	Account Name	Payment Amount
151-05-51-52429	Supplies & Materials	99.41
170-05-52-52085	Refuse/Recycling	65.00
170-05-52-52195	Technology Services	37.50
170-05-52-52198	Other Professional Servi	550.00
170-05-52-52199	Other Contractual Servic	370.50
170-05-52-52387	Postage/Shipping	332.03
170-05-52-52400	Books & Periodicals	1,794.74
170-05-52-52429	Supplies & Materials	150.27
170-05-52-53200	Buildings	504.88
180-05-53-52195	Technology Services	12.50
190-03-31-52002	Asphalt-Cold Mix	1,032.00
190-03-31-52011	Telephone	42.94
190-03-31-52014	Vehicle/Equipment Main	2,200.89
190-03-31-52085	Refuse/Recycling	65.00
190-03-31-52093	Building/Grounds Maint	70.00
190-03-31-52195	Technology Services	25.00
195-03-66-52014	Vehicle/Equipment Main	106.70
195-03-66-52199	Other Contractual Servic	85.00
195-03-66-52330	Merchandise for Resale	1,077.22
195-03-66-52429	Supplies & Materials	20.77
205-02-24-52195	Technology Services	3,178.59
240-06-00-52147	Advertising Expense	28.42
280-06-23-52109	Legal Expense	620.00
280-06-23-52387	Postage/Shipping	29.04
	Grand Total:	43,109.19

Project Account Summary

Project Account Key	Payment Amount
None	43,109.19
Grand Total:	43,109.19



REPORT TO MAYOR & COUNCIL PERSONS

**FROM ANTHONY NUSSBAUM
CITY ADMINISTRATOR**

REGARDING Request to Table April 2025 Treasurer's Report

DATE May 16, 2025

City Management respectfully informs the Council that the April 2025 Treasurer's Report was unable to be completed by the statutory deadline as outlined in City Code. Due to workload constraints, not all of the April reconciliations of accounts have been finalized. I request the Council table this item by the next regular meeting to allow time for completion and proper review.

Based on current bank statements ending April 30, 2025, the total cash on hand across all funds is \$17,894,453.73, broken down as follows:

- General Fund: \$2,096,872.32
- Revitalize Rural NE Fund: \$2,550.00
- Airport Funds: \$175,247.50
- Community Redevelopment Authority Fund: \$137,893.33
- Mutual Finance Organization Fund: \$110,870.46
- Utility Funds: \$15,371,020.12

A complete Treasurer's Report including full fund reconciliations will be presented at the next regular meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony", followed by a stylized flourish.

Anthony Nussbaum
City Administrator/Clerk/Treasurer

City of Falls City
2307 Barada Street
Falls City, NE 68355

P: (402) 245-2851
F: (402) 245-2741
fallscitynebraska.org

PLANNING & ZONING APPLICATION



Date of Application: February 20, 2025 Application Type: Rezoning

Pre-application meetings are required for all plats and are highly encouraged for all other items.

I. General Information

A. Applicant

Business Name: Helena Agri-Enterprises, LLC Contact: Blake Shankle
Address: 225 Schilling Blvd Suite 300 City: Collierville State: TN Zip: 38017
Phone: (901)483-7039 Fax: (901) 537-8677 E-mail: ShankleB@helenaaagri.com

B. Property Owner* (if different than above)

Business Name: Delmer Gruber Contact: Delmer Gruber
Address: 2402 Abbott Street City: Falls City State: NE Zip: 68355
Phone: 402-801-0271 Fax: _____ E-mail: _____

*If more than one property owner or developer is involved, please attach additional names and addresses to this application

C. Engineer/Surveyor or Architect:

Business Name: Tichy Land Survey Co Contact: Rob Tichy
Address: 63264 709 Road City: Humboldt State: NE Zip: 68376
Phone: (402)657-6832 Fax: _____ E-mail: rob.tichy542@gmail.com

D. Primary Project Contact* (applicant, representative, or other)

Business Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-mail: _____

*The contact person will receive all staff correspondence.

E. Certification

An application may be filed only by the owners(s) of the property, a person with the power of attorney from the owner authorizing the application, or by the attorney-at-law representing the owner. Please indicate your authority:

☒ I (we) am (are) the sole owner(s) of the property.

☐ I have the power of attorney from, or am the attorney-at-law of the property owner(s) authorizing the application and a copy of the authorization is attached.

Delmer Gruber Delmer Gruber 2402 Abbott St Falls City, NE 68355
Signature Print Name Address

F. Affiliated Application

An applicant may wish to increase the property considered under this application to include surrounding owner(s). By signing below, an adjoining property owner can state their intent to be party to this application (please attach an additional signature sheet if necessary). A legal description must also be attached for each property owner.

By: Helena Agri-Enterprises, LLC Title: Gen Counsel/Asst Sec Address: 225 Schilling Boulevard, Suite 300
J. Murphy Collierville, Tennessee 3801

Project Information

II.

A. Description of the proposed project, use, exemption, or variance:

Applicant owns abutting property upon which it operates and existing agronomy business – selling, storing and distributing fertilizers, seed, agricultural chemicals, feed and related products and services. The subject property will be used to expand the existing business operations and will be used for the same uses set forth in the preceding sentence, and the existing site and additional site to be acquired will be combined into a single parcel owned by Applicant.

B. Subdivision Name: Lot 1A, Replat of Lot 1 Helena Subdivision

C. Project Location: SW 1/4 SW 1/4 Section 14, T1N, R16E

D. General Location: South Fulton Street, Falls City NE

E. Project/Property Address (if applicable): TBD

F. Area (acres): 15.39

G. Future Land Use Designation (Comprehensive Plan): Transitional Agriculture

H. Proposed Land Use Designation (if applicable): Industrial II

I. Present Use of the Land: _____

J. If Commercial, Industrial, Office, or Multi-Family Residential:

i. Number and Type of Units/Buildings: See C-1 Preliminary Drawing

ii. Total Building Coverage (building footprint in square feet): _____

iii. Total Open Space (in square feet): _____

iv. Total Building Floor Area (gross square feet): _____

v. Total Number of Parking Spaces Provided: _____ (Covered: _____, Uncovered: _____)

vi. Total Number of Persons Employed or Intended to be Regularly Employed On-Site During Maximum Working Shift: _____

K. Building Height (feet): _____ Building Height (stories): _____

L. If Single-Family Residential:

i. Number of Units/Lots: _____

ii. Minimum Lot Frontage as Measured at Building Setback Line: _____

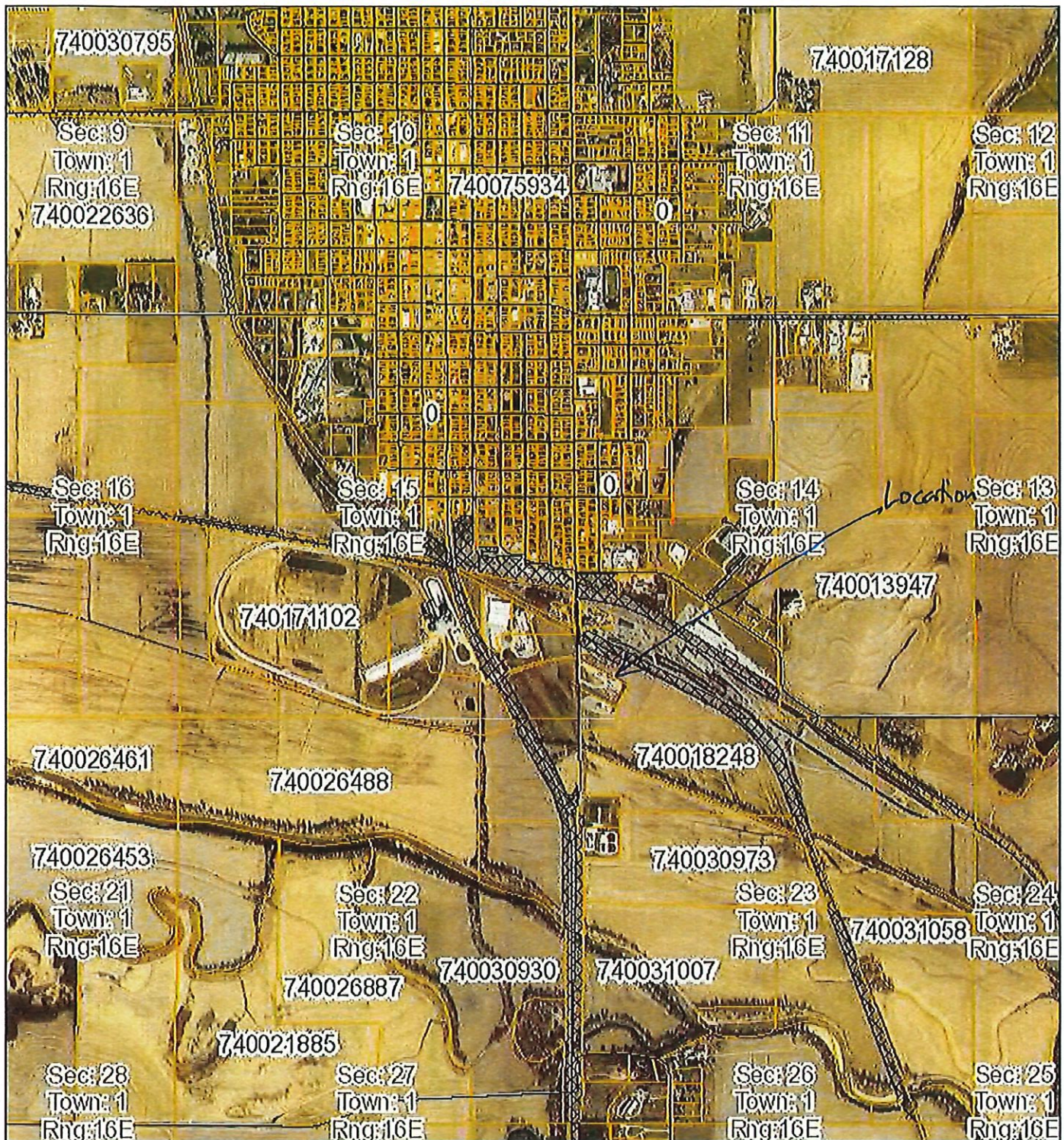
- iii. Minimum Lot Size (square feet): _____
- iv. Average Lot Size (square feet): _____

III. **Application Requirements**

Please submit a total of two (2) paper copies and an electronic copy for review. Please submit the following along with this application:

- Legal description of property and Surveyor's Certificate
- List of property owners located within 300 feet of the subject property, including four sets of mailing label copies. This list and address labels must be prepared by a title company. This requirement is only for items with public hearings.
- Site plan and/or other documents that illustrate this request as per the appropriate regulations within the Zoning Ordinance and Subdivision Regulations.
- One-page operating statement that describes the proposed use in detail (for Conditional Use Permits only).
- Application fee per the Falls City Annual Fee Resolution Schedule.

Please note that your application will not be accepted or there may be a delay in processing by the Building Department if any of the required information or materials are missing or are improperly presented. To avoid unnecessary delays in processing, please remember to submit the appropriate materials, i.e., signed application, fees, exhibits and/or site plans, special studies if applicable, etc. If you have any questions regarding this application or required materials, please contact the Zoning Administrator at (402) 245-2851. The Building Department is open between 7:00am and 4:00pm Monday through Friday (closed from 12:00pm-1:00pm).



March 17, 2025

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

Legend

— Road Centerlines

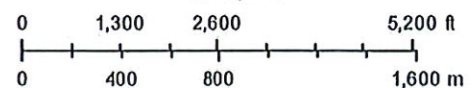
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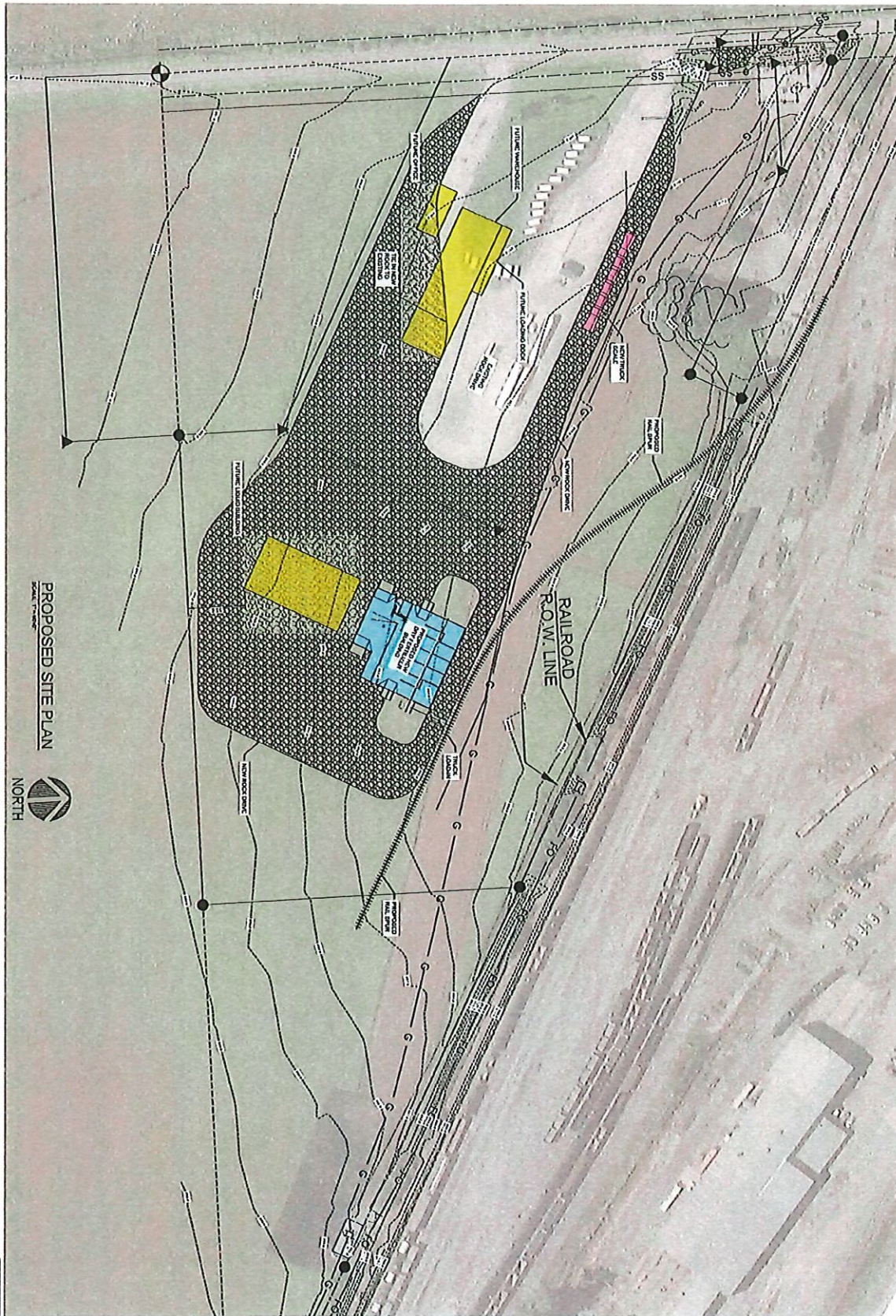
 Parcels

 ROW

 Sections

1:29,233





PROPOSED SITE PLAN



C-1

DWG: 88470-01-041
 DRAWN: JAMES BAY
 CHECKED:
 REVISIONS

PRELIMINARY
 NOT FOR CONSTRUCTION

DESIGN ASSOCIATES
 1000 S. 10th Street, Suite 100
 Lincoln, NE 68502
 (402) 441-1111
 www.designassociates.com

NEW DRY FERTILIZER BUILDING
HELENA AGRI SERVICES (ELITE CONSTRUCTION)
 FALLS CITY, NEBRASKA



CONDITIONAL USE APPLICATION

Address 302 Fulton Street Application Date 2/20/25
Owner Helena Agri-Enterprises, LLC Phone # 901-483-7039
Owner's Mailing Address 225 Schilling Boulevard, Suite 300, Collierville, Tennessee 38017
Parcel ID 740018213 Duration of Permit Perpetual
Present Use of Property Agricultural
Proposed Use of Property Agromony business: selling, storing and distributing fertilizers, seed, agricultural chemicals, feed and related products and services,
In connection with the expansion of its existing operations on the existing abutting site.

** Attach a site plan for the proposed use, as needed. Show detailed supportive information or essential records.

Current Zoning District:

- ☐ R-1 Low Density Residential
- ☐ R-2 Med. Density Residential
- ☐ R-3 High Density Residential
- ☐ I-1 General Industrial
- ☒ I-2 Heavy Industrial Residential

- ☐ C-1 Downtown Commercial
- ☐ C-2 General Commercial
- ☐ C-3 Highway Commercial
- ☐ TA-1 Transitional Agriculture
- ☐ RCF Residential Commercial Flex
- ☐ RM Mobile Home Residential

Zoning Districts of Adjoining Properties:

North	<u>I 2</u>
South	<u>I 2</u>
East	<u>I 2</u>
West	<u>I 2</u>

Please Read Carefully: I hereby certify that I have read and examined this application and have answered all above statements correctly and have submitted all plans required. I further certify that I am authorized to sign this application.

Helena Agri-Enterprises, LLC

By: [Signature]
Title: Gen Counsel/Asst Sec

CITY USE ONLY

Date received 2/20/25 Published date (Must be 10 days prior): 4/9/25

PLANNING COMMISSION

Meeting Date 4/22/25 ☒ Approval Recommended ☐ Approved with additional conditions
Comments _____

☐ Disapproval Recommended - Permit Refused for the following reasons _____

CITY COUNCIL MEETING

Meeting Date 5/19/24 ☐ Approval ☐ Approved with additional conditions

Published: 5/7/25

☐ Disapproval Permit Refused for the following reasons: _____

Comments _____

Date paid _____ Fee: _____ ☐ Cash ☐ Check _____ Permit No _____

Approved _____ Date Issued: _____

City Clerk

Falls City Recreation, Inc.

Falls City, Nebraska 68355

May 6, 2025

Dear Council Members and Mayor Harkendorff,

I am writing this supplemental letter to inform you of a little bit of what the Falls City Recreation organization does on their own with the funds the city gives, but also with the individual and business donations we get that allow us to operate as a non-profit.

We are an organization that prides itself as being an affordable option for any family to have their child play organized youth sports. Our registration fees for players range from \$15 for soccer up to \$30 for baseball/softball & swim team. These low fees are a direct result of the support of the community and the city of Falls City. When compared to the national average of youth sports registration fees of \$50-\$200 per child per sport, Falls City Recreation is a bargain for our community.

In the past, Falls City Recreation spearheaded the effort to fundraise and build the beautiful Fiedler Complex we all enjoy today. With the financial support we receive from the city and our generous donors, we also complete a lot of maintenance on the fields without additional city support. In the past few years alone we have paid for turf repairs to SNC Field, new infield material at the other three fields at the complex, replaced the scoreboard at Morehead Field, installed underground sprinklers at three fields in the complex, installed turf in the batting cages, replaced pads on the chain link fences in bullpens, made a major improvement on the SNC Field batting cage, installed Jox Boxes in the batters boxes of all the fields but SNC, and many more improvements not listed. These enhancements/improvements have bettered the city's property and allows it to be an asset for future generations.

In addition, we are in the preliminary stages of planning and fundraising to build a very basic field on the land formerly owned by the Saddle Club just north of the complex that can be utilized for games during the day time and allow for another practice field to allow for more options. If or when that is completed, we will then turn the ownership of the Saddle Club ground to the city to expand the existing complex.

In closing, Falls City Recreation would like to thank the city for its ongoing direct financial support, mowing of the fields, irrigation of the fields, and improvements to the lights at all the fields. We are also looking forward to formalizing our partnership with the upcoming MOU with the city, and we are excited to have Parks & Rec Director, Briar Burr, as a member of our board.

Thank you,



Derrick Leyden

Falls City Recreation-Treasurer

Falls City Recreation, Inc.

Falls City, Nebraska 68355

May 12, 2025

Mr. Anthony Nussbaum
City Administrator
City of Falls City
2307 Barada St.
Falls City, NE 68355

Dear Anthony,

This letter is our formal request for \$5,000.00 in annual funding from the City of Falls City. As in the past our organization will provide recreation activities for the youth of the Falls City area in the form of baseball and softball, T-Ball, swim team, soccer, volleyball, and basketball leagues. In addition, someone under our direction will maintain the fields to include dragging the fields, putting out all bases, and chalking the fields.

If you have any questions or are in need of any further information concerning this matter, please do not hesitate to contact me. Our organization thanks the City of Falls City in advance for their consideration of this request.

Sincerely,



Derrick Leyden
Treasurer
Falls City Recreation, Inc.



Date 5/14/2025

RE: Falls City Recreation

Dear Council Members,

I am writing to you today in my capacity as Parks and Recreation Director to address recent concerns surrounding Falls City Rec and the City's continued financial support of the organization. I understand there have been questions and discussions regarding the \$5,000 annual contribution from the City, and I'd like to provide some context to help clarify the vital role that Falls City Rec plays in our community.

Falls City Rec is not simply a recreational outlet—it is a cornerstone of affordable youth sports programming in our city. The organization offers access to structured, healthy activities that promote physical fitness, teamwork, and personal development for our young residents. These opportunities are especially critical for families who may not have the means to afford private sports clubs or travel teams.

The annual financial support provided by the City helps offset essential costs, such as sports equipment and officials. Without this funding, Falls City Rec would struggle to maintain its programming at the low costs currently offered—jeopardizing accessibility for many families in our community.

Beyond finances, I want to emphasize the tremendous amount of work that goes into organizing these programs. With over eight years of experience in the field of recreation, I have a deep understanding of what it takes to organize and sustain successful youth sports programs. I've seen firsthand the extensive behind-the-scenes work required—scheduling games, recruiting and managing volunteers, handling registrations, securing practice and game facilities, and managing communications with families. The vast majority of this work is carried out by dedicated volunteers or individuals receiving minimal compensation, all of whom are driven by their commitment to the community and our youth. Most importantly, I've witnessed the lasting, positive impact these programs have on the young people who participate and, by extension, on the broader fabric of our community.

While I understand there may be concerns or discussions taking place regarding the City's continued financial support, I encourage the Council to take into account the far-reaching impact of Falls City Rec before any decisions are made. Even the possibility of reduced support raises concerns about the future of affordable recreational programming in our community. I welcome the opportunity for further dialogue on how we, as a City, can continue to invest in initiatives that strengthen youth development and community engagement.

Thank you for your time and consideration.

Sincerely,
Briar Burr
Parks and Recreation Director
City of Falls City



RESOLUTION NO. _____

AUTHORIZE TO ENTER INTO A LISTING AGREEMENT WITH MILLER-MONROE COMPANY, INC. FOR THE SALE OF CITY-OWNED PROPERTY LOCATED AT 1612 FULTON STREET

WHEREAS, the City of Falls City, Nebraska, is the legal owner of the property located at 1612 Fulton Street, which was acquired in partnership with the Southeast Nebraska Land Bank to support workforce housing development; and

WHEREAS, the Southeast Nebraska Land Bank passed a formal recommendation on May 8, 2025, advising the Falls City Council to enter into a realtor listing agreement to ensure the timely sale of the property and the return of the parcel to the local tax rolls; and

WHEREAS, the Land Bank Director solicited listing agreement proposals from local realtors, and only one response was received — from Miller-Monroe Company, Inc.; and

WHEREAS, the City Council wishes to enter into an exclusive listing agreement with Miller-Monroe Company, Inc. to list the property for sale at a price of Three Hundred Forty-Nine Thousand Dollars (\$349,000.00); and

WHEREAS, Miller-Monroe Company, Inc. has agreed to list and market the property at a discounted commission rate of 4%, in recognition of the community-based nature of the project, and

WHEREAS, the agreement shall permit other licensed local realtors to show and sell the property through cooperative brokerage arrangements, allowing for the sharing of realtor commission fees if they present a buyer to Miller-Monroe Company, Inc.; and

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

1. The City Administrator is hereby authorized to execute an exclusive listing agreement with Miller-Monroe Company, Inc. for the listing and sale of the City-owned property located at 1612 Fulton Street at the listing price of \$349,000.00.

2. The agreement shall provide for a cooperative brokerage, allowing other local realtors to participate in showing and selling the property, with shared commission fees as applicable.
3. All offers received on the property shall be submitted to the City Council for formal review and consideration prior to acceptance.
4. This action is consistent with the recommendation of the Southeast Nebraska Land Bank and is intended to ensure the property is returned to productive use and the local property tax base in a timely manner.
5. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 19th day of May, 2025.

ATTESTED TO:

CITY OF FALLS CITY

Clerk

Mayor



NEBRASKA REAL ESTATE COMMISSION
SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT
Residential Real Property

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? 0 year(s)
Is seller currently occupying the property? (Circle one) YES | NO. If yes, how long has the seller occupied the property? 0 year(s)
If no, has the seller ever occupied the property? (Circle one) YES | NO If yes when? From _____ (year) to _____ (year)

This disclosure statement concerns the real property located at 1612 Fulton St
in the city of Falls City, County of Richardson, State of Nebraska and legally described as:
11-1-16 Falls City Forneys 2nd BLK 2 Lots 18-19 & 20 (3L)

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is **NOT a warranty of any kind** by the seller or any agent representing a principal in the transaction, and **should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain**. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

PART I – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section A -Appliances	Working	Not Working	Do not know if working	None / Not Included
1. Refrigerator				
2. Clothes Dryer				
3. Clothes Washer				
4. Dishwasher				
5. Garbage Disposal				
6. Freezer				
7. Oven				
8. Range				
9. Cooktop				
10. Microwave oven				
11. Built-In vacuum system and equipment				
12. Range ventilation systems				
13. Gas grill				
14. Room air conditioner (_____ number)				
15. TV antenna / Satellite dish				
16. Trash compactor				

Section B - Electrical Systems	Working	Not Working	Do not know if working	None / Not Included
1. Electrical service panel capacity _____ AMP Capacity (if known) _____ fuse _____ circuit breakers				
2. Ceiling fan(s) (_____ number)				
3. Garage door opener(s) (_____ number)				
4. Garage door remote(s) (_____ number)				
5. Garage door keypad(s) (_____ number)				
6. Telephone wiring and jacks				
7. Cable TV wiring and jacks				
8. Intercom or sound system wiring				
9. Built-In speakers				
10. Smoke detectors (_____ number)				
11. Fire alarm				
12. Carbon Monoxide Alarm (_____ number)				
13. Room ventilation/exhaust fan (_____ number)				
14. 220 volt service				
15. Security System _____ Owned _____ Leased _____ Central station monitoring				
16. Have you experienced any problems with the electrical system or its components? _____ YES _____ NO	If YES, explain the condition in the comments section in PART III of this disclosure statement.			

Seller's Initials _____ / _____ Property Address 1612 Fulton St
Falls City, NE 68355 Buyer's Initials _____ / _____
Miller Monroe Company, Inc. 1608 Stone Street Falls City NE 68355 Phone: 4022452722 Fax: 4022452210 City of FC, 1612
Doug Waller Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Section C - Heating and Cooling Systems	Working	Not Working	Do not Know If working	None / Not included
1. Air purifier				
2. Attic fan				
3. Whole house fan				
4. Central air conditioning _____ year Installed (if known)				
5. Heating system _____ year Installed (if known) _____ Gas _____ Electric _____ Other (specify _____)				
6. Fireplace / Fireplace insert				
7. Gas log (fireplace)				
8. Gas starter (fireplace)				
9. Heat pump _____ year Installed (if known)				
10. Humidifier				
11. Propane Tank _____ year Installed (if known) _____ Rent _____ Own				
12. Wood-burning stove _____ year Installed (if known)				

Section D - Water Systems	Working	Not Working	Do not Know If working	None / Not included
1. Hot tub / whirlpool				
2. Plumbing (water supply)				
3. Swimming pool				
4. a. Underground sprinkler system b. Back-flow prevention system				
5. Water heater _____ year Installed (if known)				
6. Water purifier _____ year Installed (if known)				
7. Water softener _____ Rent _____ Own				
8. Well system				

Section E - Sewer Systems	Working	Not Working	Do not Know If working	None / Not included
1. Plumbing (water drainage)				
2. Sump pump (discharges to _____)				
3. Septic System				

PART II – In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A -Structural Conditions	YES	NO	Do not Know
1. Age of roof (If known) _____ year(s)	N / A	N / A	
2. Does the roof leak?			
3. Has the roof leaked?			
4. Is there presently damage to the roof?			
5. Has there been water intrusion in the basement or crawl space?			
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?			
7. Are there any structural problems with the structures on the real property?			
8. Is there presently damage to the chimney?			
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?			

Section A -Structural Conditions	YES	NO	Do not Know
10. Year property was built _____ (if known)	N / A	N / A	
11. Has the property experienced any moving or settling of the following:	-----	-----	-----
- Foundation			
- Floor			
- Wall			
- Sidewalk			
- Patio			
- Driveway			
- Retaining wall			
12. Any room additions or structural changes?			

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

Section B - Environmental Conditions	YES	NO	Do not Know
1. Asbestos			
2. Contaminated soil or water (including drinking water)			
3. Landfill or buried materials			
4. Lead-based paint			
5. Radon Gas			
6. Toxic materials			

Section B - Environmental Conditions	YES	NO	Do not Know
7. Underground fuel, chemical or other type of storage tank?			
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?			
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)			

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do not Know
1. Any features, such as walls, fences and driveways which are shared?			
2. Any easements, other than normal utility easements?			
3. Any encroachments?			
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?			
5. Any lot-line disputes?			
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?			
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?			
8. Any condominium, homeowners', or other type of association which has any authority over the real property?			
9. Any private transfer fee obligation upon sale?			

Section C - Title Conditions	YES	NO	Do not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?			
11. Is there a common wall or walls?			
b. Is there a party wall agreement?			
12. Any lawsuits regarding this property during the ownership of the seller?			
13. Any notices from any governmental or quasi-governmental agency affecting the real property?			
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?			
15. Any deed restrictions or other restrictions of record affecting the real property?			
16. Any unsatisfied judgments against the seller?			
17. Any dispute regarding a right of access to the real property?			
18. Any other title conditions which might affect the real property?			

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system?			
b. Is the system operational?			
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system?			
b. Is the system operational?			
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?			
4. a. Are the dwelling(s) and the improvements connected to a public sewer system?			
b. Is the system operational?			
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system?			
b. Is the system operational?			
6. a. Are the dwelling(s) and the improvements connected to a septic system?			
b. Is the system operational?			
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?			

Section D - Other Conditions	YES	NO	Do not Know
8. a. Is the real property in a flood plain?			
b. Is the real property in a floodway?			
9. Is trash removal service provided to the real property? If so, are the trash services _____ public _____ private			
10. Have the structures been mitigated for radon? If yes, when? _____			
11. Is the property connected to a natural gas system?			
12. Has a pet lived on the property? Type(s) _____			
13. Are there any diseased or dead trees, or shrubs on the real property?			
14. Are there any flooding, drainage, or grading problems in connection to the real property?			
15. a. Have you made any insurance or manufacturer claims with regard to the real property?			
b. Were all repairs related to the above claims completed?			
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?			

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do not know	None / Not Included
1. Servicing of air conditioner					
2. Cleaning of fireplace, including chimney					
3. Servicing of furnace					
4. Professional inspection of furnace A/C (HVAC) System					
5. Servicing of septic system					

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do not know	None / Not Included
6. Cleaning of wood-burning stove, including chimney					
7. Treatment for wood-destroying insects or rodents					
8. Tested well water					
9. Serviced / treated well water					

[illegible]

SELLER'S CERTIFICATION

Seller's Signature _____ Date _____

Purchaser's Signature _____ Date _____

Seller's Initials _____ / _____ Property Address 1612 Fulton St
Falls City, NE 68355 Buyer's Initials _____ / _____
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This is a legally binding agreement, if not understood, seek legal advice.



Seller acknowledges that REALTOR® commissions are not set by law and are fully negotiable.

The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association
And as such is governed by its Code of Ethics and Rules and Regulations.

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

City of Falls City (Seller)
appoint(s) Miller Monroe Company, Inc (Brokerage) as Seller's exclusive agent for the purposes and under the terms set forth below, with my specified limited Seller's Agent to be Doug Waller (Agent). Brokerage may assign other affiliated licensees of Broker as limited Seller's agents representing Seller and all responsibilities and duties of the Brokerage shall also be the responsibilities and duties of the Agent and any other assigned affiliated licensees. Together, Brokerage and Agent(s) shall be referred to as REALTOR®.

1. **Purpose of Agency.** The purpose of this sole and exclusive right to sell agency contract (Listing) is to engage the efforts of REALTOR® to accomplish the sale of the real property legally described as (please print clearly): 11-1-16 Falls City Forneys 2nd Blk 2 Lots 18-19 & 20 (3L)

also known as 1612 Fulton St (Street Address) Falls City (City) NE (State) 68355 (Zip) (Property).

2. **Effect of this Listing.** By appointing REALTOR® as Seller's exclusive agent, Seller agrees to conduct all negotiations for the sale of the Property through REALTOR® and refer to REALTOR® all inquiries as received in any form from any source during the term of this Agreement.

3. **Duties and Obligations of a Seller's Agent.** A REALTOR® representing a Seller as a Seller's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 - (i) Seeking the price and terms which are acceptable to Seller except that REALTOR® shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease.
 - (ii) Presenting all written offers to Seller in a timely manner regardless of whether the Property is subject to a contract for sale or lease or letter of intent to lease;
 - (iii) Disclosing in writing to Seller all adverse material facts actually known by REALTOR®; and
 - (iv) Advising Seller to obtain expert advice as to material matters of that which REALTOR® knows but the specifics of which are beyond the expertise of REALTOR®;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

4. **Duties and Obligations of Buyer's Agent.** A REALTOR® representing a Buyer as Buyer's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - (i) Seeking a price and terms which are acceptable to the client, except that the REALTOR® shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - (iii) Disclosing in writing to the client adverse material facts actually known by the REALTOR®; and
 - (iv) Advising the client to obtain expert advice as to material matters about which the REALTOR® knows but the specifics of which are beyond the expertise of the REALTOR®;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

5. **Confidential Information.** A REALTOR® acting as a Buyer's Agent or a Seller's Agent, shall not disclose any confidential information about the client without the client's written permission unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against a REALTOR® acting as a Buyer's Agent or as a Seller's Agent for making any required or permitted disclosure. Confidential information shall mean information made confidential by statute, rule, regulation, or written instructions from the client unless the information is made public or becomes public by the words or conduct of the client to whom the information pertains or from a source other than the licensee.

6. **Disclosure of Motivating Factors.** Seller authorizes the disclosure of motivating factors unless initialed here (Seller's initials _____).

7. **The Listing Period.** This Agreement shall begin July 1, 20 25, and shall continue through January 1, 20 27.

8. **Price and Terms.** The listing price for the property shall be \$345,000.00 on the following terms: cash or other terms acceptable to Seller. The price and terms shall include all attached fixtures. The following personal property is also included _____

9. Title. Seller represents to REALTOR® that marketable title to the Property is solely in Seller's name. Seller shall deliver to REALTOR® upon request, copies of all relevant title materials. Seller represents that there are no known encroachments affecting this Property, except (if none, state "None"):

none
Seller agrees to convey a marketable title to Buyer, evidences by policy of title insurance.

10. Possession. Possession of the Property shall be delivered to Buyer on day of closing.

11. Material Defects and Indemnification. Seller represents that to the best of Seller's knowledge, there are no termites or wood destroying insects or damage therefrom in the building(s) on the real estate. Seller further states that all oral representations made to the REALTOR® are accurate and that there are no latent (non-apparent) defects in the Property of which Seller is aware except as may be more fully set forth in the Seller Property Condition Disclosure Statement completed pursuant to the provisions of Neb. Rev. Stat 76-2, 120. Seller agrees to indemnify and hold harmless REALTOR® and any subagents, from any claim that may be made against REALTOR® or subagents by reason of the Seller having breached the terms of this paragraph. In addition, Seller agrees to pay attorney fees and associated costs reasonably incurred by REALTOR® and any subagents to enforce this indemnity. Seller agrees that any defects of a material nature (including but not limited to, structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses or zoning variances) actually known by REALTOR® must be disclosed by REALTOR® to any prospective Buyer.

12. Compensation of REALTOR®. in consideration of services to be performed for Seller by REALTOR® a fee of _____ plus 4.000 percent of the gross sale price of the property shall be payable to REALTOR® upon the happening of any of the following:

- (a) If, during the term of the Listing, Seller, REALTOR® or any other person:
 - (i) sells the Property; or
 - (ii) finds a Buyer who is ready, willing and able to purchase the Property at the above price and terms or for any other price and terms to which Seller agrees to accept; or
 - (iii) finds a Buyer who is granted an option to purchase or enters into a lease with option of purchase and the option is subsequently exercised; or
- (b) If this agreement is revoked or violated by Seller; or
- (c) If REALTOR® is prevented in closing the Sale of this Property by existing claims, liens, judgments, or suits pending against this Property, or Seller thereof; or
- (d) If REALTOR® is unfairly hindered by Seller in showing or attempting to sell this Property; or
- (e) If within 90 days after the expiration of this Listing Agreement, Seller sells this Property to any person found during the term of this listing, or due to REALTOR'S® efforts or advertising, under this Listing Agreement, unless this Property is listed with another REALTOR®.

Upon closing of sale for which REALTOR® earns compensation under this paragraph or the closing of any sale within the listing period set forth in paragraph 7, Seller hereby irrevocably authorizes and directs REALTOR® (if closing is handled by REALTOR®) or Escrow Agent (if closing is handled by Escrow Agent) to pay REALTOR® the commission due as set forth in this agreement from the Seller's proceeds of the sale. Seller gives to REALTOR® an assignment of proceeds to the extent of the commission due. Seller agrees that the closing of a contract for sale of the Property executed during the listing period is prima facie evidence that REALTOR® is due compensation under the terms of this agreement. If there is a good faith dispute between these parties with regard to purchase price, then the compensation shall be based on the list price set forth in paragraph 8. Any sums unpaid shall carry 16 percent interest from the date due until paid.

13. Cooperating with other REALTORS®. REALTOR® may accept the assistance and cooperation of other brokers who will be acting as subagents of the Seller or as agent for a buyer. REALTOR® shall offer compensation to a broker acting for buyer equal to ("Buyer Broker Compensation"):

- (a) 1.600 % the gross sales price of the property; or
- (b) \$ _____ fixed compensation.

14. Compensation of other REALTORS®. Compensation paid to a cooperating broker acting as a subagent of Seller or as an agent for a buyer shall be paid as follows (select the applicable option):

- ☐ Seller shall pay the Buyer Broker Compensation to buyer as a reimbursement of buyer's expense at the closing of the sale of the Property.
- ☐ REALTOR® shall share their compensation with the agent representing a buyer, paying the Buyer Broker Compensation out of the REALTOR® compensation at the closing of the sale of the property.

15. Limitation on REALTOR® Compensation. REALTOR® shall not accept compensation from the Buyer, Buyer's Agent, or any entity participating in, or providing services for, the sale without written disclosure to Seller.

16. Submission to MLS. If REALTOR® participates in a local multiple listing service, REALTOR® shall submit the Property to such listing service.

17. Dual Agency Disclosure. Seller understands that REALTOR® currently serve as the agent for both Sellers and Buyers for the purpose of sale of real property, and Seller is aware that REALTOR® may be the agent for a Buyer of property listed by Seller. If Buyer becomes interested in a property listed with REALTOR®, REALTOR® shall immediately notify Seller that REALTOR® is serving as the agent of the Buyer of the property. Seller consents that REALTOR® may act as a Dual Agent in the sale of the listed property. If REALTOR® serves as a Dual Agent, REALTOR® shall make no representations to Seller of the price Buyer is willing to pay for the property except as set forth in the Purchase Agreement submitted by Buyer, nor any representation to Buyer of the price Seller is willing to accept for the property except as set forth in the Listing Agreement. REALTOR® shall not make any other representations to Seller that would violate REALTOR® agency relationship with Buyer, nor any representations to Buyer that would violate REALTOR's ® agency relationship with Seller. Seller acknowledges that if a Dual Agency exists, the ability of REALTOR® to represent either party fully and exclusively is limited. If a Dual Agency situation develops, Seller agrees to sign a Consent to Dual Agency. Except for limitations on disclosure of confidential information discussed in paragraph 5, a dual agent has the same duties and responsibilities of a limited agent to a Buyer as stated in paragraph 4 and to a Seller as stated in paragraph 3.

18. Open Houses by Buyer's Agents. Seller (*seller's initials one*) [_____] does or [_____] does not agree to having a Buyer's agent conduct an open house for the property.

19. Forfeiture of Earnest Money. In the event of forfeiture of earnest money made by a prospective Buyer, the moneys received, after expenses incurred by REALTOR®, shall be divided between REALTOR® and Seller, one-half thereof to REALTOR® but not to exceed the commission agreed upon herein, and the balance to Seller.

20. Cost of Services. Brokerage shall bear all expenses incurred by Agent, if any, to market the Property and to compensate cooperating brokers, if any. REALTOR® will not obtain or order any products or services to be paid by Seller unless Seller agrees. REALTOR® shall not be obligated to advance funds for the benefit of Seller.

21. Maintenance of the Property. Seller agrees to maintain, until the delivery of possession, the heating, air conditioning, water heater, sewer, plumbing and electrical systems and any built-in appliances in good and reasonable working condition. Seller agrees to maintain the lawn and promptly remove snow from sidewalks and driveways during the listing period. Seller further agrees to hold REALTOR® harmless from any and all causes of action, loss, damage, or expenses REALTOR® may be subjected to arising in connection with Seller's breach of this section. Seller also agrees that REALTOR® shall not be responsible for maintenance of the Property.

22. Responsibility of Insurance & Risk of Loss: Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than purchase price until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of Seller. If, prior to closing, the structure on the Property is materially damaged; Seller shall immediately notify the insurance company and have the loss assessed. Seller shall notify Buyer in writing of the damage. Seller shall cooperate with the Buyer regarding the insurance settlement or restoration of the structures.

23. **Nondiscrimination.** Seller and REALTOR® agree not to discriminate against any prospective Buyer because of Buyer's race, color, sex, religion, familial status, handicap, or national origin.
24. **Escrow Closing.** Seller agrees the closing of any sale made by REALTOR® may be handled by an Escrow Agent at a fee not to exceed \$500.00.
25. **Compliance with Law.** Seller agrees to bring the property into compliance with the law as required for the sale of the property unless otherwise lawfully delegated to the buyer in the purchase agreement, which includes installing a smoke or carbon monoxide detector if necessary.
26. **Audio and Video Recording.** If checked, the property has [] audio or [] video surveillance, security and/or recording devices. It is against Nebraska law to intercept or record any wire, electronic or oral communication.
27. **"For Sale" Sign Permitted.** Seller gives permission to REALTOR® to place a "For Sale" and a "Sold" sign on the Property and to use a "Lock Box".
28. **Modification of this Listing Agreement.** No modification of this Listing Agreement shall be valid unless made in writing and signed by all parties.
29. **Protection of Valuables.** REALTOR® is not responsible for items which are lost or stolen during showings. Seller is responsible for placing all valuables in a safe and concealed location when preparing the Property for showings.
30. **Authorization of Advertising and Release of Photographic Information.** REALTOR® and its agents may advertise/market the property in any media, including radio, newspaper, TV, the internet, electronic media and computer information networks and may use digital, video or photographic images and/or representations of the Property (along with incidental images of personal property therein) for the purpose of advertising or sales promotion. Seller forever releases REALTOR® and its employees and agents from all claims of any kind and nature which arise out of or are connected to such use and grants REALTOR® and its employees and agents a reasonable time to remove such advertising after termination of listing or closing. Seller acknowledges that prospective buyers may photograph or video the interior or exterior of the property. Seller should put private or personal items away from view. Seller waives and releases any cause of action against the REALTOR® due to or arising out of recording or transmitting from the property.
31. **Internet display of property information.** Any property placed into the Multiple Listing Service may be displayed on the Internet, except as limited by the Seller in the following particulars:
- a. [if checked] Seller has advised REALTOR® that Seller does not want the listed property to be displayed on the Internet.
 - b. [if checked] Seller has advised REALTOR® that Seller does not want the address of the listed property displayed on the Internet.
- Seller understands and acknowledges that if Seller has selected option 'a' above, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.
- If Internet display is allowed:**
- Seller [] shall [] shall not allow the display of an automated estimate of the market value of the listing or hyperlink to such estimate in conjunction with the listing.
- Seller understands and acknowledges that if Seller has elected to have the listed property displayed on the Internet that REALTOR® has no control over third-party websites including, but not limited to, listing inaccuracies, price estimates or comments displayed on such third-party websites.
32. **Release of Information.** Seller authorizes REALTOR® to obtain any information relating to utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on this Property including existing balance, interest rate, monthly payment, balance in escrow account and pay off amount. Seller authorizes the dissemination of sales information including selling price and terms after closing of the transaction.
- Seller's Loan Company* _____ *Loan Number* _____
33. **Entire Agreement.** This Listing Agreement constitutes the entire agreement between the parties and any prior negotiations or agreements, whether oral or written, are not valid unless set forth in this Agreement.
34. **Copies of Agreement.** Seller acknowledges receipt of a copy of this agreement signed by REALTOR®.
35. ☐ **IF CHECKED SEE ATTACHED DOCUMENT**
36. **Other::** _____

37. **Authority to Sign.** Seller represents to REALTOR® that title to the Property is solely in the below-signed Seller's name(s) and that the undersigned is duly empowered and/or authorized, whether individually, on behalf of any entity or as a properly authorized fiduciary, to enter into this Listing Agreement and create a valid and binding contract, and to transfer title to the Property upon sale.

Signed this 1st day of July, 2025

Miller Monroe Company, Inc
(Name of Brokerage)

1608 Stone Street
(Address)

Falls City, NE 68355
(Address)

(402)245-2722
(Phone)

dwaller@sento.net
(Email)

City of Falls City
(Name of Seller(s) Typed or Printed)

(Seller Signature) (Date)

(Seller Signature) (Date)

2307 Barada St
(Seller(s) Address)

Falls City NE 68355
(City) (State) (Zip)

(Home Phone) (Work Phone)

(Seller(s) Email Address)

By: _____
(Brokerage or authorized Agent signature) (Date)
Doug Waller

Contact Information:

1. Agent(s) name(s) and phone number(s): **Douglas W Waller 402-720-7586**

Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent. _____ Init. _____ Init (this paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency)

2. Team name, Team Leader name and phone number (only if applicable):

3. Managing Broker(s) name(s) and phone number(s) (only if applicable):

4. Designated Broker name, name designated broker does business under (if different), and phone number: **Steve Simon 402-245-8151**

(Optional) Indicate types of brokerage relationships offered

(Optional, see instructions) Tasks brokerage may perform for an unrepresented customer **show the property, submit offers, prepare contracts, aid in closing**

Client or Customer name(s): **City of Falls City** , _____

REPORT TO MAYOR & COUNCIL PERSONS

FROM ANTHONY NUSSBAUM
CITY ADMINISTRATOR

REGARDING Wastewater Lift Station Generator

DATE May 15, 2025

In 2021, Falls City replaced its main wastewater lift station; however, an on-site generator was not included in the final project scope. During power outages, the lift station becomes inoperable, placing the city at high risk of a sanitary sewer overflow (SSO). Over the past several years, severe weather events have caused extended electrical outages, requiring the Wastewater Department to rent a large portable generator to maintain operations. In addition, the wastewater team frequently must coordinate bringing the City's trailer-mounted vacuum unit (trailer vac) on-site to remove wastewater manually in order to prevent an overflow. This process requires significant manpower and time, often involving overtime hours or weekend response. These temporary emergency measures place a substantial burden on staff and increase operational risk.

Recognizing the critical nature of this infrastructure, the Wastewater team identified the installation of a dedicated on-site generator for the lift station as a top capital improvement priority for both future emergency events and compliance with NDEE Title 123 requirements for lift stations. As part of the FY 2024–2025 budget, the City included a project to upgrade the wastewater force main connected to the lift station. This project was funded through an EPA grant totaling \$462,240, with a required non-federal cost-share of \$115,560. This match was allocated from the Wastewater Operating Budget.

Upon review of the EPA grant contract, City Administration identified potential eligibility for a cost-share waiver and submitted a formal request on August 30, 2024. On May 5, 2025, the City was notified that the waiver had been approved, effectively freeing up \$115,560 in the current year's wastewater operations budget.

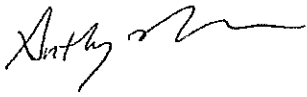
To capitalize on this opportunity, City Administration requests to reallocate the previously budgeted cost-share funds toward the purchase and installation of an on-site diesel generator at the lift station. Falls City currently maintains on-site generators for other critical infrastructure including the Water Plant, Wastewater Plant, and City Hall/911 Center. These systems are serviced by Nebraska Generator Service, LLC, which has provided reliable support.

The Chief Wastewater Plant Operator, Doug Wheeler, solicited two quotes:

- Nebraska Generator Service, LLC: Turn-key installation with the exception of lifting the generator unit onto the pad (a task City staff and equipment can perform in-house).
- Power Generation: Non-turn-key quote requiring separate procurement for pad installation and electrical hook-up, increasing logistical and cost burden.

We recommend awarding the project to Nebraska Generator Service, LLC in the amount of \$97,210.00, which we believe is the lowest responsible bid when factoring in all project components. This investment will improve emergency preparedness, protect public health and the environment, and reduce long-term operational burden during power outage events.

Sincerely,



Anthony Nussbaum
City Administrator/Clerk/Treasurer

Enc: EPA Region 7 Decision Memorandum
Quotes - Nebraska Generator Service & Power Generation
Requisition No. REQ01101

REQUISITION



Requisition #: REQ01101

Date: 05/12/2025

Vendor #: VEN01596

ISSUED TO: Nebraska Generator Service LLC
4415 Patriot Blvd
Kearney, NE 68847-

SHIP TO: City of Falls City
Attn: Inventory Clerk
1007 South Crook Street
Falls City, NE 68355

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	1 generator		61,255.00	630-07-64-53550	61,255.00
2	1 ATS		9,885.00	630-07-64-53550	9,885.00
3	0 start up		0.00	630-07-64-53550	2,000.00
4	0 electrical installation		0.00	630-07-64-53550	22,000.00
5	0 freight		0.00	630-07-64-53550	2,070.00

PO Description: Nebraska Generator - Generator and install at WWTF

Detailed Description:

Authorized By: _____

SUBTOTAL:	97,210.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	97,210.00



NEBRASKA GENERATOR SERVICE LLC

Date: May 6, 2025

Project Name: Falls City – Lift Station – Stock Cummins

Prepared By: Mason Rohrich, 402-750-6510 / mason@nebraskageneratorservice.com

Quotation

NOTES:

- This is a quotation for the installation of a standby generator system at Falls City's Lift Station.
- The offloading / setting of the generator and fuel is not included in our scope and is to be provided by the city of Falls City.
- This generator was sized with the 60HP motors operating in two (2) separate steps. Falls City will need to have their pump and controls provider set up a time-delay on one of the pumps to ensure there is no possibility of both pumps starting at the exact same time.
- Lead times:
 - Generator – In stock.
 - ATS – 16 - 18 weeks

Equipment Description

Generator – Cummins – 200kW Diesel Generator

Unit Model	C200D6D	Standby	Emergency Stationary Standby
kW Rating	200 kWe	UL 2200 Listed	Yes
Fuel	Diesel	CSA Approved	Yes
EPA	Tier 3	Paint Color	Green

U.S. EPA, Stationary Emergency Application
C200D6D, Diesel Genset, 60Hz, 200kW
Duty Rating - Standby Power (ESP)
Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency
Listing - UL 2200
NFPA 110 Type 10 Level 1 Capable
Exciter/Reg - Torque Match
Voltage – 480/277V, 3 Phase, Wye, 4 Wire
Alternator - 60Hz, 12L, 480/277V, 120C, 40C Ambient

Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System
Enclosure Color - Green, Aluminum
Enclosure - Wind Load 180 MPH, ASCE7-10
Skidbase - Housing Ready
UL142 Subbase Dual Wall Basic, Diesel Fuel Tank, 24 Hour Minimum
Fuel Water Separator
Low Fuel Level Switch, 40%
Mechanical Fuel Gauge
Switch - Fuel Tank, Rupture Basin

Control Mounting - Left Facing
 PowerCommand 1.1 Controller
 Gauge - Oil Pressure
 Stop Switch - Emergency
 Control Display Language - English
 Load Connection - Single
 Circuit Breaker, 400A, UL
 Bottom Entry, Right
 Engine Governor - Electronic, Isochronous
 Engine Starter - 12 Volt DC Motor
 Engine Air Cleaner - Normal Duty
 Battery Charging Alternator
 Battery Charger - 6 Amp, Regulated

Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted
 Shutdown - Low Coolant Level
 Extension - Coolant Drain
 Engine Coolant - 50% Antifreeze, 50% Water Mixture
 Coolant Heater, Extreme Cold Ambient
 Engine Oil Heater - 120 Volts AC, Single Phase
 Engine Oil
 Genset Warranty - 2 Years Base
 Literature - English
 Packing - Skid, Poly Bag
 Battery Rack
 Extension - Oil Drain

Automatic Transfer Switch – ASCO 400 AMP – Open Transition

Series	300	Volts	480V 3 PH
Service Entrance Rated	Yes	Poles	3
Amps	400	Enclosure	NEMA 3R Secure

Warranty: Two (2) Year Basic ATS Limited Warranty Standard

Accessories: 11BE Feature Bundle Includes Engine Exerciser/Event Log/RS-485 Enabled/Common Al
 18RX2 REX (Relay Expansion Module)
 44G Strip Heater with Thermostat, Wired to Load Terminals (208-600V)

Electrical Installation – Budgetary

Details

- Forming and pouring a new concrete pad for the generator.
- Freight of all equipment to site.
- Removal of the existing Double Throw switch and rental connection cabinet from the existing stand.
- Mounting the new automatic transfer switch onto the existing stand.
- All conduit, wire, etc. needed between the ATS and the Generator.
- Circuits to the generator for the block heater and battery charger.
- Electrical connection of the new standby generator system.
- All labor and materials necessary.
- **A short power outage will be required for the changeover during installation.*

Generator (QTY 1)	\$ 61,255.00
ATS (QTY 1)	\$ 9,885.00
Electrical Installation	\$ 22,000.00
Freight	\$ 2,070.00
Start-Up	\$ 2,000.00
Sales Tax	To Be Determined

Project Total: \$ 97,210.00

Signature for Approval

Date

Terms & Conditions

- This quote is valid for a period of 30 days.
- Payment Terms – Stock equipment due in full upon order and remainder due upon project completion.
- This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
- Repair/Correction of any National Electrical Code violations in any circuit not mentioned in the installation portion of this quote is not included and may be required to be corrected by the State of Nebraska Electrical Division.
- Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
- All extended piping, wiring, or other than listed above is performed by "others".
- Fuel permitting, if applicable, is to be completed by the end user.
- Quoted prices include normal testing, packaging, and instructional literature.
- It is the distributor/purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.
- Applicable taxes are NOT included.
- NETA and Infrared testing not included.
- BSPS Genset and ATS Lug sizes will be provided regardless of specification. Any changes to that are the responsibility of others.
- Only those items outlined above will be included in this quotation. Any other items or materials added, regardless of specification, are subject to a price review by Nebraska Generator Service LLC.

Nebraska Generator Service LLC
4415 Patriot Blvd, Kearney, NE 68847

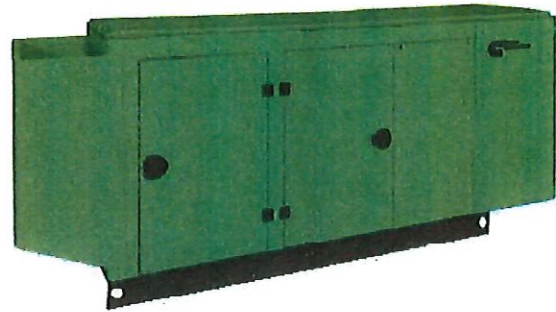
Nebraska Generator Service LLC
13522 S 220th St, Gretna, NE 68028

www.nebraskageneratorservice.com



Diesel generator set

QSB7 series engine
125-200 kW @ 60 Hz
EPA Tier 3 emissions



Description

Cummins® generator sets are fully integrated power generation systems providing optimum performance, reliability and versatility for stationary Standby applications.

Features

Heavy duty engine - Rugged 4-cycle industrial diesel delivers reliable power and fast response to load changes.

Alternator - Several alternator sizes offer selectable motor starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads and fault clearing short-circuit capability.

Control system - The PowerCommand® 1.1 electronic control is standard equipment and provides total generator set system integration including automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, output metering, auto-shutdown at fault detection and NFPA 110 Level 1 compliance.

Cooling system - Standard cooling package provides reliable running at up to 50 °C (122 °F) ambient temperature.

Enclosures - The aesthetically appealing enclosure incorporates special designs that deliver one of the quietest generators of its kind. Aluminium material plus durable powder coat paint provides the best anti-corrosion performance. The generator set enclosure has been evaluated to withstand 180 MPH wind loads in accordance with ASCE7 -10. The design has hinged doors to provide easy access for service and maintenance.

Fuel tanks - Dual wall sub-base fuel tanks are offered as optional features, providing economical and flexible solutions to meet extensive code requirements on diesel fuel tanks.

NFPA - The generator set accepts full rated load in a single step in accordance with NFPA 110 for Level 1 systems.

Warranty and service - Backed by a comprehensive warranty and worldwide distributor network.

Model	Standby 60 Hz		Prime 60 Hz		Data sheets
	kW	kVA	kW	kVA	
C125D6D	125	156	113	141	NAD-6371-EN
C150D6D	150	188	135	169	NAD-6372-EN
C175D6D	175	219	158	197	NAD-6373-EN
C200D6D	200	250	180	225	NAD-6374-EN

Generator set specifications

Governor regulation class	ISO8528 Part 1 Class G3
Voltage regulation, no load to full load	± 1.0%
Random voltage variation	± 1.0%
Frequency regulation	Isochronous
Random frequency variation	± 0.50%
Radio frequency emissions compliance	FCC code title 47 part 15 class A and B

Engine specifications

Design	Turbocharged and charge air cooled
Bore	107 mm (4.21 in.)
Stroke	124 mm (4.88 in.)
Displacement	6.7 L (408 in ³)
Cylinder block	Cast iron, in-line 6 cylinder
Battery capacity	2 x 850 amps per battery at ambient temperature of 0 °C (32 °F)
Battery charging alternator	100 amps
Starting voltage	2 x 12 volt in parallel, negative ground
Lube oil filter type(s)	Spin-on with relief valve
Standard cooling system	High ambient radiator
Rated speed	1800 rpm

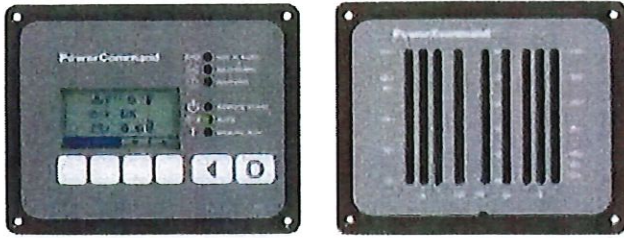
Alternator specifications

Design	Brushless, 4 pole, drip proof, revolving field
Stator	2/3 pitch
Rotor	Direct coupled, flexible disc
Insulation system	Class H per NEMA MG1-1.65
Standard temperature rise	120 °C (248 °F) Standby
Exciter type	Torque match (shunt) with PMG as option
Alternator cooling	Direct drive centrifugal blower
AC waveform Total Harmonic Distortion (THDV)	< 5% no load to full linear load, < 3% for any single harmonic
Telephone Influence Factor (TIF)	< 50 per NEMA MG1-22.43
Telephone Harmonic Factor (THF)	< 3%

Available voltages

1-phase	3-phase				
• 120/240	• 120/208	• 120/240	• 277/480	• 347/600	• 127/220

Control system PowerCommand 1.1



PowerCommand control is an integrated generator set control system providing voltage regulation, engine protection, operator interface and isochronous governing (optional). Major features include:

- Battery monitoring and testing features and smart starting control system.
- Standard PCCNet interface to devices such as remote annunciator for NFPA 110 applications.
- Control boards potted for environmental protection.
- Control suitable for operation in ambient temperatures from -40 °C to +70 °C (-40 °F to +158 °F) and altitudes to 5000 meters (13,000 feet).
- Prototype tested; UL, CSA, and CE compliant.
- InPower™ PC-based service tool available for detailed diagnostics.

Operator/display panel

- Manual off switch
- Alpha-numeric display with pushbutton access for viewing engine and alternator data and providing setup, controls and adjustments (English or international symbols)
- LED lamps indicating generator set running, not in auto, common warning, common shutdown, manual run mode and remote start
- Suitable for operation in ambient temperatures from -40 °C to +70 °C
- Bargraph display (optional)

AC protection

- Over current warning and shutdown
- Over and under voltage shutdown
- Over and under frequency shutdown
- Over excitation (loss of sensing) fault
- Field overload

Engine protection

- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown

- Low coolant level warning or shutdown
- Low coolant temperature warning
- High, low and weak battery voltage warning
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Redundant start disconnect
- Cranking lockout
- Sensor failure indication
- Low fuel level warning or shutdown

Alternator data

- Line-to-Line and Line-to-neutral AC volts
- 3-phase AC current
- Frequency
- Total kVa

Engine data

- DC voltage
- Lube oil pressure
- Coolant temperature
- Engine speed

Other data

- Generator set model data
- Start attempts, starts, running hours
- Fault history
- RS485 Modbus® interface
- Data logging and fault simulation (requires InPower service tool)

Digital governing (optional)

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic voltage regulator
- 2-phase Line-to-Line sensing
- Configurable torque matching

Control functions

- Time delay start and cooldown
- Cycle cranking
- PCCNet interface
- (2) Configurable inputs
- (2) Configurable outputs
- Remote emergency stop
- Automatic Transfer Switch (ATS) control
- Generator set exercise, field adjustable

Ratings definitions

Emergency Standby Power (ESP):

Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Limited-Time Running Power (LTP):

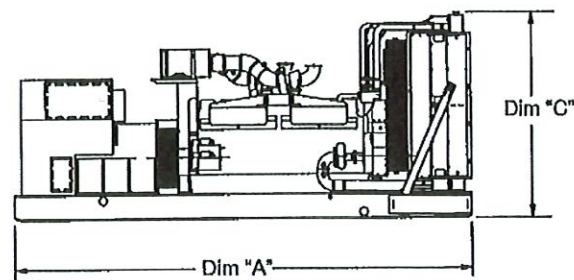
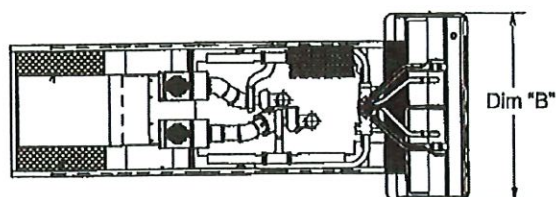
Applicable for supplying power to a constant electrical load for limited hours. Limited Time Running Power (LTP) is in accordance with ISO 8528.

Prime Power (PRP):

Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Base Load (Continuous) Power (COP):

Applicable for supplying power continuously to a constant electrical load for unlimited hours. Continuous Power (COP) in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271 and BS 5514.







This outline drawing is for reference only. See respective model data sheet for specific model outline drawing number.

Do not use for installation design

Codes and standards

Codes or standards compliance may not be available with all model configurations – consult factory for availability.

	This generator set is designed in facilities certified to ISO 9001 and manufactured in facilities certified to ISO 9001 or ISO 9002.		The generator set is available Listed to UL 2200, Stationary Engine Generator Assemblies.
	The Prototype Test Support (PTS) program verifies the performance integrity of the generator set design. Cummins products bearing the PTS symbol meet the prototype test requirements of NFPA 110 for Level 1 systems.	U.S. EPA	Engine certified to U.S. EPA SI Stationary Emission Regulation 40 CFR, Part 60.
	All low voltage models are CSA certified to product class 4215-01.	International Building Code	The generator set is certified to International Building Code (IBC) 2012.

Warning: Back feed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device or after building main switch is open.



NEBRASKA GENERATOR SERVICE LLC

For more information contact your local Cummins distributor or visit power.cummins.com

Our energy working for you.™



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NAS-6370-EN.DOCX (04/19) A061F585



Generator Set Data Sheet

Model: C200D6D
Frequency: 60 Hz
Fuel Type: Diesel
KW Rating: 200 Standby
180 Prime
Emissions level: EPA Tier 3, Stationary Emergency

Exhaust Emission Data Sheet:	EDS-3046
Exhaust Emission Compliance Sheet:	EPA-2035
Sound Performance Data Sheet:	MSP-4010
Cooling Performance Data Sheet:	MCP-2050
Prototype Test Summary Data Sheet:	PTS-636

Fuel Consumption	Standby				Prime			
	kW (kVA)				kW (kVA)			
Ratings	200 (250)				180 (225)			
Load	1/4	1/2	3/4	Full	1/4	1/2	3/4	Full
US gph	5.7	8.7	11.7	14.9	5.3	8	10.7	13.6
L/hr	21.57	32.92	44.28	56.39	20.06	30.28	40.49	51.47

Engine	Standby rating	Prime rating
Engine Manufacturer	Cummins Inc.	
Engine Model	QSB7-G5	
Configuration	Cast iron, in-line, 6 cylinders	
Aspiration	Turbocharged and charge air cooled	
Gross Engine Power Output, kWm (bhp)	242 (324)	208 (279)
BMEP at set rated load, kPa (psi)	2276 (330)	2063 (299)
Bore, mm (in)	107 (4.21)	
Stroke, mm (in)	124 (4.88)	
Rated Speed, rpm	1800	
Piston Speed, m/s (ft/min)	7.44 (1464)	
Compression Ratio	17.2:1	
Lube Oil Capacity, L (qt)	17.4 (18.38)	
Overspeed limit, rpm	2250	

Fuel Flow

Maximum Fuel Flow, L/hr (US gph)	103 (27.0)
Maximum Fuel Inlet Restriction with Clean Filter, mm Hg (in Hg)	127 (5.0)

Air

	Standby rating	Prime rating
Combustion Air, m ³ /min (scfm)	15.86 (560)	15.38 (543)
Maximum Air Cleaner Restriction with Clean Filter, kPa (in H ₂ O)	3.7 (15)	

Exhaust

Exhaust Flow at set rated load, m ³ /min (cfm)	40.74 (1439)	37.8 (1335)
Exhaust Temperature, °C (°F)	512.22 (954)	484.44 (904)
Maximum Back Pressure, kPa (in H ₂ O)	10 (40.19)	10 (40.19)
Actual Exhaust Back Pressure with CPG Sound level 2 Enclosure Muffler, kPa (in H ₂ O)	10 (40.19)	9.9 (39.78)
Actual Exhaust Back Pressure with CPG Weather Enclosure Muffler, kPa (in H ₂ O)	8.4 (33.76)	7.8 (31.47)

Standard Set-Mounted Radiator Cooling

Ambient Design, °C (°F)	49 (120.2)	
Fan Load, kW _m (HP)	14.02 (18.8)	
Coolant Capacity (with radiator), L (US Gal)	22 (5.9)	
Cooling System Air Flow, m ³ /min (scfm)	305.82 (10800)	
Total Heat Rejection, MJ/min (Btu/min)	10.06 (9538)	9.44 (8952)
Maximum Cooling Air Flow Static Restriction, kPa (in H ₂ O)	0.12 (0.5)	

Weight²

Unit Wet Weight kgs (lbs)	1583 (3491)
---------------------------	-------------

Notes:

¹ For non-standard remote installations contact your local Cummins Power Generation representative.

² Weights represent a set with standard features. See outline drawing for weights of other configurations.

Derating Factors

Standby	Engine power available up to 2148 m (7049 ft.) at ambient temperatures up to 40° C (104° F) and 1086 m (3563 ft.) at 50° C (122° F). Consult your Cummins distributor for temperature and ambient requirements outside these parameters.
Prime	Engine power available up to 1944 m (6377 ft.) at ambient temperatures up to 40° C (104° F) and 811 m (2660 ft.) at 50° C (122° F). Consult your Cummins distributor for temperature and ambient requirements outside these parameters.

Ratings Definitions

Emergency Standby Power (ESP):	Limited-time Running Power (LTP):	Prime Power (PRP):	Base Load (continuous) Power (COP):
Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.	Applicable for supplying power to a constant electrical load for limited hours. Limited Time Running Power (LTP) is in accordance with ISO 8528.	Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.	Applicable for supplying power continuously to a constant electrical load for unlimited hours. Continuous Power (COP) is in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271 and BS 5514.

Our energy working for you.™

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 NAD-6374-EN (07/21) A061F589



power.cummins.com

Alternator Data

Standard Alternators	Single phase ²	Three Phase ¹				
Maximum Temperature Rise above 40 °C Ambient	120 °C	120 °C				
Feature Code	BB90-2	B946-2	B986-2	B952-2	B943-2	BB86-2
Alternator Data Sheet Number	ADS-213	ADS-213	ADS-212	ADS-212	ADS-212	ADS-212
Voltage Ranges	120/240	120/208	120/240	347/600	277/480	127/220
Voltage Feature Code	R104-2	R098-2	R106-2	R114-2	R002-2	R020-2
Surge kW	205.7	211.1	213.4	214.3	213.4	211.6
Motor Starting kVA (at 90% sustained voltage) Shunt	770	770	672	770	770	770
Motor Starting kVA (at 90% sustained voltage) PMG	920	920	791	920	920	920
Full load Current Amps at Standby Rating	833	694	602	240	301	656

Alternator Data

Standard Alternators	Three phase ¹				
Maximum Temperature Rise above 40 °C Ambient	105 °C	105 °C	105 °C	105 °C	105 °C
Feature Code	BB94-2	BB95-2	BB92-2	BB85-2	BB93-2
Alternator Data Sheet Number	ADS-212	ADS-212	ADS-212	ADS-212	ADS-213
Voltage Ranges	120/240	277/480	347/600	127/220	120/208
Voltage Feature Code	R106-2	R002-2	R114-2	R020-2	R098-2
Surge kW	213.4	213.4	214.3	211.6	211.1
Motor Starting kVA (at 90% sustained voltage) Shunt	770	770	770	770	770
Motor Starting kVA (at 90% sustained voltage) PMG	920	920	920	920	920
Full load current amps at standby rating	602	301	240	656	694

Notes:

¹ Single phase power can be taken from a three phase generator set at up to 2/3 set rated 3-phase kW at 1.0 power factor

² Full single phase output up to full set rated 3-phase kW at 1.0 power factor

Formulas for Calculating Full Load Currents:

Three phase output

$$\frac{\text{kW} \times 1000}{\text{Voltage} \times 1.73 \times 0.8}$$

Single phase output

$$\frac{\text{kW} \times \text{SinglePhaseFactor} \times 1000}{\text{Voltage}}$$

Warning: Back feed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device or after building main switch is open.

Our energy working for you.™

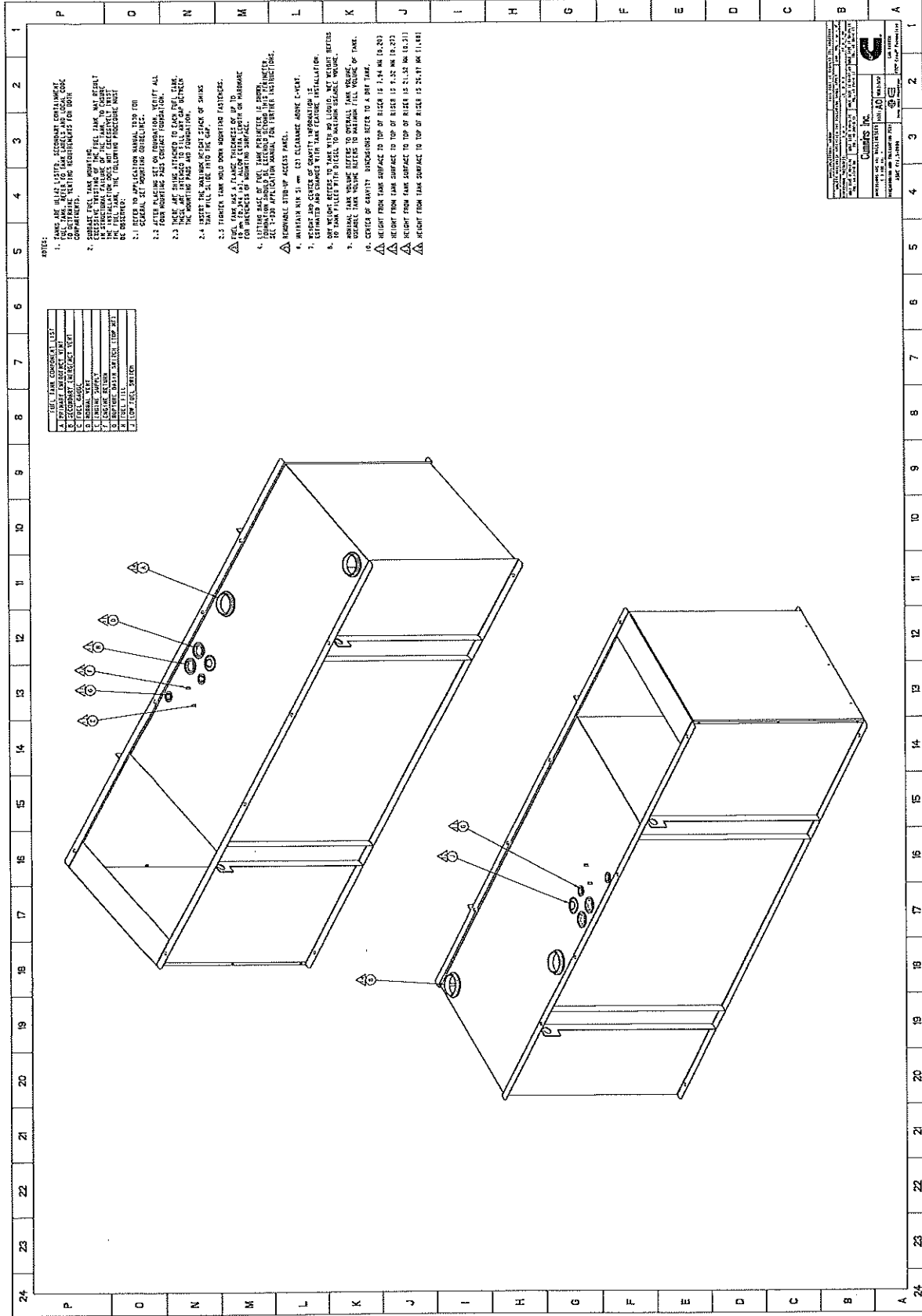
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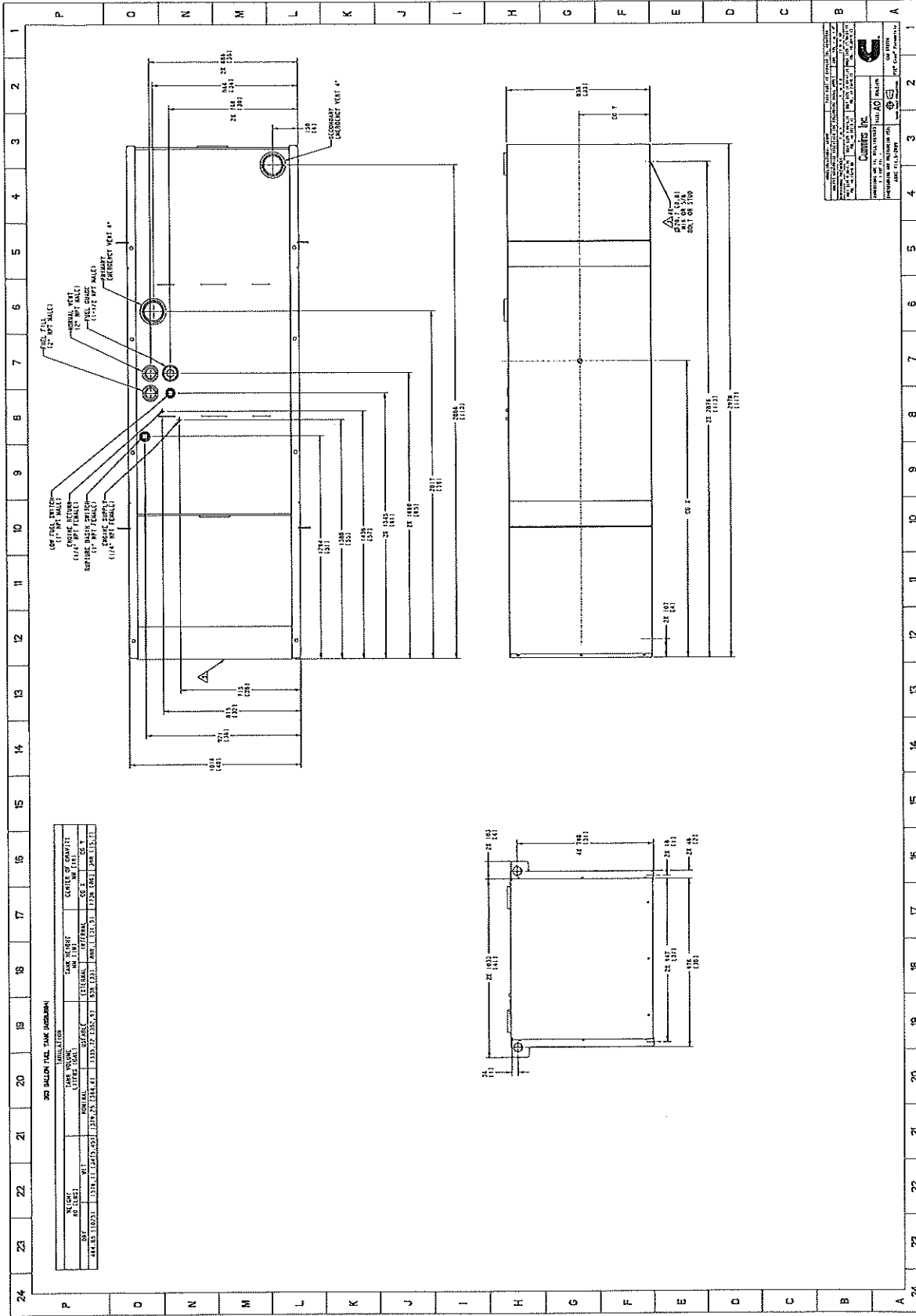
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power.cummins.com







May 8, 2025

Prepared by

Garrett Coon

Senior Sales Executive - PG

(402) 983-2265

lg679@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Feature Code	Description	Qty
1	C200D6D, Diesel Genset, 60Hz, 200kW	1
Install-US-Stat	U.S. EPA, Stationary Emergency Application	
A331-2	Duty Rating - Standby Power (ESP)	
L169-2	Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency	
L090-2	Listing - UL 2200	
L193-2	NFPA 110 Type 10 Level 1 Capable	
B184-2	Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor	
R002-2	Voltage - 277/480, 3 Phase, Wye, 4 Wire	
B943-2	Alternator - 60Hz, 12L, 480/277V, 120C, 40C Ambient	
F216-2	Aluminum Weather Protective Enclosure, with Exhaust System	
P176-2	Enclosure Color - Green, Aluminum	
F252-2	Enclosure - Wind Load 180 MPH, ASCE7-10	
F179-2	Skidbase - Housing Ready	
C301-2	Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum	
4110	Fuel System Alarm - None	
C127-2	Fuel Water Separator	
C310-2	Low Fuel Level Switch, 40%	
C312-2	Mechanical Fuel Gauge	
C318-2	Switch - Fuel Tank, Rupture Basin	
H609-2	Control Mounting - Left Facing	
H703-2	PowerCommand 2.3 Controller	
K796-2	Stop Switch - Emergency	
H536-2	Control Display Language - English	
KV03-2	Load Connection - Single	
KX30-2	Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 100%, UL	
4090	Circuit Breaker or Terminal Box (Position B) - None	
4100	Circuit Breaker or Terminal Box (Position C) - None	
KB72-2	Circuit Breaker or Entrance Box - Bottom Entry, Right Side	
A366-2	Engine Governor - Electronic, Isochronous	
A422-2	Engine Starter - 12 Volt DC Motor	
D041-2	Engine Air Cleaner - Normal Duty	
A333-2	Battery Charging Alternator	
BB89-2	Battery Charger - 6 Amp, Regulated	
E125-2	Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted	
H389-2	Shutdown - Low Coolant Level	
E089-2	Extension - Coolant Drain	



H669-2	Engine Coolant - 50% Antifreeze, 50% Water Mixture	
E154-2	Coolant Heater, Extreme Cold Ambient	
H706-2	Engine Oil	
L028-2	Genset Warranty - 2 Years Base	
L050-2	Literature - English	
A322-2	Packing - Skid, Poly Bag	
F065-2	Battery Rack	
H268-2	Extension - Oil Drain	
2	Battery-Wet, 12V, Group 34, 850CCA	2
3	OTECSEC, OTEC Service Entrance Transfer Switch-Electronic Control: 400A	1
S043-7	Listing - UL 1008	
A035-7	Application - Utility to Genset	
B002-7	Cabinet - Type 3R	
A028-7	Poles - 3 (Solid Neutral)	
M079-7	Integral Control Power Supply	
A044-7	Frequency - 60 Hz	
A042-7	System - 3 Phase, 3 or 4 Wire	
R026-7	Voltage - 480 Volts AC	
M033-7	Genset Starting Battery - 12V DC	
C110-7	PC40 Control	
L202-7	Aux Relay - Emergency Position - 12 Volts DC	
L203-7	Aux Relay - Normal Position - 12 Volts DC	
M081-7	Interface - Communications Network, MODBUS RTU Module	
M085-7	Load Phase Power Monitoring	
M032-7	Relay - Elevator Signal	
G004-7	Transfer Switch Warranty - 2 Year Comprehensive	
4	Service - start up & testing	1

TOTAL: \$73,130.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

Offloading, rigging/securing, fuel, and all applicable taxes are NOT included. Physical Anchoring, any associated electrical and/or mechanical labor is the responsibility of others. Installation cost, permitting, NDEQ permits, UL2085 Fuel Tanks (if required), conduit, or wiring are NOT included. NETA and Infrared testing not included. Coordination Study not provided. The above generator will ship in an enclosed trailer, if you require that it arrive to job site on a flatbed trailer please add \$2,000.00 to the above pricing. Cummins Standard Genset and ATS Lug sizes will be provided regardless of specification. Any changes to that are the responsibility of others. No additional testing is included beyond Cummins standard startup procedures. Unless otherwise specified in the quote Load bank testing is NOT included. Specific Fault-Current Closing and withstand ratings not defined. Cummins standard ratings have been quoted. Quoted per customer request. Only those items outlined above will be included in this quotation. Any other items or materials added, regardless of specification, are subject to a price review by Cummins.

Recommend five-day notice to schedule start-up. Contractor needs to assure that all engine and electrical systems are installed and connected to enable the system to be tested during the initial start-up



and to prevent charges to the contractor for additional trips.

START-UP AND CHECK-OUT SERVICE

Start up services upon the installation of the above equipment by the electrical and mechanical contractors. Start-up services include the use of a trained generator set service technician for testing of the equipment supplied and general operating instructions to the owner/personnel. These services will be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Cummins Sales and Service will deliver generator to site with off-loading by others.

Contractor is responsible for the off-loading of the above equipment and setting it in place.

Proposal is for equipment only, offloading, rigging, and installation by others.

Fuel and permits, unless listed above, is not included.

Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others

Coordination Study not provided.

NOTES:

Proposal is for equipment only, offloading, rigging, and installation by others.

Fuel and permits, unless listed above, is not included.

Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others

Coordination Study not provided.

LEAD TIME:

Genset: 20 weeks

ATS: 18 weeks



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Garrett Coon

Garrett Coon
Senior Sales Executive - PG
(402) 983-2265
lg679@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>



TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. **AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.**



3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for



site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or



all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal



construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



REGION 7

LENEXA, KS 66219

May 5, 2025

DECISION MEMORANDUM

SUBJECT: City of Falls City, Nebraska Request for Waiver of Cost Sharing Requirement for a Congressionally Directed Spending (CDS)/Community Project Funding (Community Grants) Water Infrastructure Project Pursuant to the Fiscal Year 2024 Consolidated Appropriations Act (P.L. 118-42) (FY 2024 Appropriations Act)

FROM: Jeffery Robichaud, Water Division Director

JEFFERY
ROBICHAUD

Digitally signed by JEFFERY
ROBICHAUD
Date: 2025.05.05 12:28:35
-05'00'

Decision: The U.S. Environmental Protection Agency is hereby granting a waiver to the cost sharing requirement to provide non-federal funds in the amount of \$115,560 for the Fiscal Year 2024 appropriation of \$462,240 for the City of Falls City for the Water Main Replacement project. This waiver applies only to the project identified in the FY 2024 Appropriations Act. Should subsequent appropriations acts specify additional funding for this or other projects, the City of Falls City, Nebraska must apply for a separate waiver.

Background: The EPA supports waiving required non-federal cost share for projects that primarily serve, disadvantaged communities. The EPA is using the discretion provided by the FY 2024 Appropriations Act¹ to consider waiving or reducing statutorily required non-federal cost share on

¹ The Consolidated Appropriations Act, 2024 contains the following provision: "Provided, That \$787,652,237 of the funds made available for capitalization grants for the Clean Water State Revolving Funds and \$631,659,905 of the funds made available for capitalization grants for the Drinking Water State Revolving Funds shall be for the construction of drinking water, wastewater, and storm water infrastructure and for water quality protection in accordance with the terms and conditions specified for such grants in the explanatory statement [discussed below] . . . for projects specified for "STAG—Drinking Water SRF", "STAG—Clean Water SRF", and "STAG—Drinking Water SRF; Clean Water SRF" in the table titled "Interior and Environment Incorporation of Community Project Funding Items/Congressionally Directed Spending Items" included for this division in the explanatory statement . . . , and, for purposes of these grants, each grantee shall contribute not less than 20 percent of the cost of the project unless the grantee is approved for a waiver by the Agency[.]

Community Grant funds when requested and appropriate. As provided in the FY 2024 Community Grants Program Final Implementation Guidance,² the EPA will consider five Cost Share Waiver criteria in defining disadvantaged communities for the purposes of Community Grants. Projects in communities that meet at least one of these criteria may request a waiver of the non-federal cost share requirement under the Community Grants Program.

Assessment of Waiver Request: The EPA verified the waiver request including accompanying supporting documentation. The basis included confirmation of source data and quantitative analysis for the waiver criterion identified below. Based on this assessment, the City of Falls City, Nebraska's request for a waiver from the cost share requirement demonstrates that it meets the following criterion, which, for the purposes of the Community Grants Program, defines the City of Falls City, Nebraska as a disadvantaged community:

- A. **Community Median Household Income is less than 80% of State MHI;** the MHI for the City of Falls City is 56.08% of the State of Nebraska's MHI.

Finding: Since the City of Falls City, Nebraska established a proper basis to demonstrate that it has met one or more of the Cost Share Waiver Criteria, as identified in the Guidance, and because the EPA substantiated the City of Falls City, Nebraska's claim through verification of supporting documentation, the City of Falls City, Nebraska is hereby granted a waiver from the Community Grants Program Cost Share requirement for the FY 2024 \$462,240 appropriation for the Water Main Replacement project.

If you have any questions concerning the contents of this memorandum, please contact Kristi Wilson, at (913) 551-7385 or wilson.kristi@epa.gov.

The Consolidated Appropriations Act, 2024, contains the following provision: "Provided, That \$787,652,267 of the funds made available for capitalization grants for the Clean Water State Revolving Funds and \$631,659,905 of the funds made available for capitalization grants for the Drinking Water State Revolving Funds shall be for the construction of drinking water, wastewater, and storm water infrastructure and for water quality protection in accordance with the terms and conditions specified for such grants in the explanatory statement...for projects specified for "STAG—Drinking Water State Revolving Fund" and "STAG—Clean Water State Revolving Fund" in the table titled "Interior and Environment Incorporation of Community Project Funding Items/Congressionally Directed Spending Items" included for this division in the explanatory statement...and, for purposes of these grants, each grantee shall contribute not less than 20 percent of the cost of the project unless the grantee is approved for a waiver by the Agency[.]

² Community Grants Final Implementation Guidance

REPORT TO MAYOR & COUNCIL PERSONS

**FROM ANTHONY NUSSBAUM
CITY ADMINISTRATOR**

REGARDING RFP – Natural Gas Tonner Truck

DATE May 16, 2025

As part of the FY2025 Capital Equipment Plan, the City budgeted for the purchase of a new 1-ton service truck for the Gas Department. The initial procurement process began by requesting quotes from local dealers using Nebraska State Bid specifications to help keep the purchase within the local economy. Two local dealers, Armbruster Motor Co. and Hullman's Ford, submitted valid bids utilizing state bid pricing. An additional unsolicited bid was received for a Dodge Ram truck; however, it did not meet the bid requirements and could not be considered.

Following the Board of Public Works' (BOPW) recommendation on April 17, 2024, recommending City Council select between the two qualifying local bids, a concern was raised about the City not accepting the lower-priced, unsolicited bid. In response, staff determined it would be in the City's best interest to reissue a formal Request for Proposals (RFP) to ensure an open and transparent bidding process.

The new RFP was advertised publicly and open to all qualified vendors. While this approach did allow non-local participation, only one non-local vendor responded. The BOPW reviewed all new bids during their May 15, 2025, meeting and reaffirmed their preference to award the purchase to one of the local dealers, noting both local bids were lower in cost and met all specifications.

Bid Summary:

- Armbruster Motor Co.
 - Bid 1: \$47,436 (Ram 3500)
 - Bid 2: \$48,987 (Ram 3500, alternate config)
- Hullman's Ford
 - Bid 3: \$51,572 (Ford F-350)
- One Nation Distribution, LLC
 - Bid 4: \$64,944 (No make/model details provided)

The Natural Gas Superintendent has confirmed that Bid 1 from Armbruster Motor Co. is the lowest responsible bid and meets the operational needs of the department.

Recommendation:

Based on current procurement policy and review of bid responsiveness and responsibility, management recommends awarding the bid to Armbruster Motor Co. for Bid 1 in the amount of \$47,436. While economic impact cannot be weighed in this bid scoring, this selection also aligns with the original intent to support local vendors.

Sincerely,



Anthony Nussbaum
City Administrator/Clerk/Treasurer



REQUEST FOR PROPOSAL/QUOTATION

PICKUP TRUCK

The City of Falls City, NE is seeking a qualified vendor to supply a new, one-ton, four-wheel drive work truck, with or without 8ft. bed. Sealed bids shall be submitted in sealed envelopes marked "Pickup Truck – 2025" and addressed to Anthony Nussbaum, City Clerk, 2307 Barada Street, Falls City, NE 68355. Electronic submission of bids shall not be accepted. Bids shall be received until Wednesday, May 14, 2025 at 2:00 PM. All pre-bid correspondence shall be submitted electronically to Trevor Campbell, Public Works Director, at t.campbell@fallscityne.us. Questions regarding the bid/proposal shall be accepted until 2:00 PM on Friday, May 9, 2025. The City of Falls City, NE reserves the right to waive any informality in the bids, to accept any bid, and to reject any or all bids, should it be deemed in the best interest of the City of Falls City, NE to do so. The City of Falls City, NE further reserves the right to cancel or amend this bid solicitation at any time.

Requirements of this RFP:

- Enclosed bid form shall be fully completed and submitted by the due date.
- Each bidder shall provide evidence of adherence to the specifications within this RFP
- Any items not specifically noted or specified in this RFP, that is required in order to supply the equipment requested, shall be considered incidental.
- Bidders shall provide lump sum pricing on the bid form.
- Bidder shall note any deviations from the specifications on the enclosed bid form.
- Each bidder shall provide a warranty period for the equipment provided on the enclosed bid form.

Acceptance of Bid:

- Cost
- Adherence to Specifications
- Availability and Delivery Date

Specifications:

- General: A 2024 (unused/leftover) or 2025, One-Ton Series, or equivalent make/model, truck with a 4-door crew cab, with or without an 8ft. bed, four-wheel drive, work truck.
- Cab and Body: Standard cab features for crew cab. Running boards, cruise control, rear bumper, vinyl seats, insulated vinyl floor mats, center console, dual sun visors, intermittent wipers, mud flaps (all 4 tires), air conditioning, accessory outlets, power windows, power door locks, dual foldaway power mirrors, interior light package, and a multi-speaker AM/FM radio with clock and "Bluetooth" capability for 'hands-free' phone use. Truck shall also come equipped with a reverse camera or other approved equal for backing safety.
- Engine: Standard V8 model, minimum 6.4 liter gas, with the note that the engine and chassis shall have the necessary equipment included to equip a "Snow Plow Prep" package.
- Transmission: 4 speed automatic heavy duty with cooler.
- Electrical: Standard for model, all electrical to be wired to the ignition system.
- Axles: Standard for model.

- Wheelbase: Standard for 8ft. bed.
- Suspension System: Standard for model.
- Steering System: hydraulic power system.
- Brake System: Standard for model with 4-wheel anti-lock brakes.
- Trailer Hitch: Standard hitch with standard adaptor; Tow Package to include electric trailer brake controller factory installed.
- Truck Bed: With or without 8ft bed.
- Paint & Colors: Exterior color shall be white. Interior trim to be "black" or "gray" in color.
- Fuel System: Standard for model.
- Tires/Wheels: Based on the GVWR of the vehicle specified. Tire treads to be "All Season" black wall type, mounted on either chrome or aluminum wheels. Spare tire and rim to also be included.
- Accessories: Strobe Package: LED system that is mounted for 360-degree visibility. Factory installed.



Pickup Truck Bid Proposal Form

The undersigned agrees to provide the pickup truck as specified in the RFP and as bid below:

Lump Sum Bid Price per Specifications: \$47,436⁰⁰

Delivery Date: As soon as possible.

Warranty Info:

See page 5 of standard equipment.

Deviations from Specifications:

wheels will be black painted steel rather than chrome. Factory installed strobe package is not available. Power mirrors not included. Front and rear splash guards will be installed at dealership.

Signed:

Printed Name: David Armbruster

Company: Armbruster Motor Co

Address: 307 W 17th St, Falls City NE 68355

E-mail: dave@armbrustermotors.com

Phone #: 402-245-2471



Armbruster Motor Co

Kellee Kean | 402-245-2471 ext 7 | kellee@armbrustermotors.com

Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box

MSRP:\$53,320.00

Interior:Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Bright White Clearcoat

Exterior 2:No color has been selected.

Engine: 6.4L V8 HEMI HD

Transmission: 8-Speed Auto (8HP75-LCV)

OPTIONS

CODE	MODEL	MSRP
D28L92	[Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box	\$53,320.00
OPTIONS		
2UA	Quick Order Package 2UA Tradesman	\$0.00
DFX	Transmission: 8-Speed Auto (8HP75-LCV)	\$0.00
DME	3.73 Axle Ratio	\$0.00
ESL	Engine: 6.4L V8 HEMI HD	\$0.00
MRU	MOPAR Black Tubular Side Steps	\$610.00
PW7	Bright White Clearcoat	\$0.00
TCN	Tires: LT275/70R18E BSW All Season	\$0.00
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
WBF	Wheels: 18" x 8.0" Black Painted Steel	\$0.00
Z8W	GVWR: 11,440 lb	\$0.00
SUBTOTAL		\$53,930.00
Adjustments Total		\$0.00
Destination Charge		\$2,095.00
TOTAL PRICE		\$56,025.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 25440. Data Updated: May 12, 2025 6:44:00 PM PDT.



Armbruster Motor Co

Kellee Kean | 402-245-2471 ext 7 | kellee@armbrustermotors.com

Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 6.4L V8 HEMI HD (STD)
Transmission: 8-Speed Auto (8HP75-LCV) (STD)
3.73 Axle Ratio (STD)
GVWR: 11,440 lb (STD)
50 State Emissions
Transmission w/Driver Selectable Mode
Electronic Transfer Case
Part-Time Four-Wheel Drive
730CCA Maintenance-Free Battery w/Run Down Protection
220 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
4440# Maximum Payload
HD Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Hydraulic Power-Assist Steering
32 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Multi-Link Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Mechanical Limited Slip Differential

Exterior

Wheels: 18" x 8.0" Black Painted Steel (STD)
Tires: LT275/70R18E BSW All Season (STD)
Regular Box Style
Black Wheel Center Hub
Steel Spare Wheel

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Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

Exterior

Full-Size Spare Tire Stored Underbody w/Crankdown
Black Front Bumper w/2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Manual Side Mirrors w/Convex Spotter
Manual Telescoping Mirrors
Manual Folding Exterior Mirrors
Black Exterior Mirrors
Fixed Rear Window w/Defroster
Variable Intermittent Wipers
Deep Tinted Glass
Galvanized Steel/Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Auto On/Off Reflector Led Low/High Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Front Fog Lamps
Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Voice Activation, Radio Data System and Uconnect External Memory Control
Radio: Uconnect 5 w/8.4" Display
Streaming Audio
Integrated Roof Antenna
6 Speakers
GPS Antenna Input
SiriusXM Radio Service
2 LCD Monitors In The Front

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Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

Interior

Driver Seat

Manual Adjust 4-Way Driver Seat

Passenger Seat

Manual Adjust 4-Way Front Passenger Seat

Front Facing Vinyl Rear Seat

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine-Hour Meter and Trip Odometer

Power Rear Windows

Voice Recorder

Rear Folding Seat

Rear Cupholder

Compass

Proximity Key For Push Button Start Only

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Adaptive Cruise Control

Manual Air Conditioning

HVAC -inc: Underseat Ducts and Console Ducts

Glove Box

Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Partial Floor Console w/Storage, Mini Overhead Console and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

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Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (Complete)

Interior

Full Vinyl/Rubber Floor Covering
Cab Mounted Cargo Lights
Remote USB Port - Charge Only
Selectable Tire Fill Alert
Global Telematics Box Module (TBM)
Google Android Auto
Apple CarPlay
4G LTE Wi-Fi Hot Spot
Integrated Voice Command w/Bluetooth
Storage Tray
Connectivity - US/Canada
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Driver Information Center
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Armrests w/Storage
40/20/40 Split Bench Seat
Front Armrest w/Cupholders
4 Way Front Headrests
2 Way Rear Headrest Seat
Sentry Key Immobilizer
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

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Armbruster Motor Co

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Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

Safety-Mechanical

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Collision Mitigation-Front
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Curtain 1st And 2nd Row Airbags
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- ParkView Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: 100,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Data Version: 25440, Data Updated: May 12, 2025 6:44:00 PM PDT.



Armbruster Motor Co

Kellee Kean | 402-245-2471 ext 7 | kellee@armbrustermotors.com

Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
D28L92	2025 Ram 3500 Tradesman 4x4 Crew Cab 8' Box	\$53,320.00

COLORS	
CODE	DESCRIPTION
PW7	Bright White Clearcoat

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ESL	Engine: 6.4L V8 HEMI HD (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
DFX	Transmission: 8-Speed Auto (8HP75-LCV) (STD)	0.00 lbs	0.00 lbs	\$0.00

CPOS PKG				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
2UA	Quick Order Package 2UA Tradesman -inc: Engine: 6.4L V8 HEMI HD, Transmission: 8-Speed Auto (8HP75-LCV)	0.00 lbs	0.00 lbs	\$0.00

AXLE RATIO				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
DME	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs	\$0.00

WHEELS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
WBF	Wheels: 18" x 8.0" Black Painted Steel (STD)	0.00 lbs	0.00 lbs	\$0.00

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Armbruster Motor Co

Kellee Kean | 402-245-2471 ext 7 | kellee@armbrustermotors.com

Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TCN	Tires: LT275/70R18E BSW All Season (STD)	0.00 lbs	0.00 lbs	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PW7	Bright White Clearcoat	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	0.00 lbs	0.00 lbs	\$0.00

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z8W	GVWR: 11,440 lb (STD)	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MRU	MOPAR Black Tubular Side Steps	0.00 lbs	0.00 lbs	\$610.00
Options Total		0.00 lbs	0.00 lbs	\$610.00

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Data Version: 25440. Data Updated: May 12, 2025 6:44:00 PM PDT.



Pickup Truck Bid Proposal Form

The undersigned agrees to provide the pickup truck as specified in the RFP and as bid below:

Lump Sum Bid Price per Specifications: \$48,987⁰⁰

Delivery Date: As soon as possible.

Warranty Info:

See page 5 of standard equipment.

Deviations from Specifications:

Wheels will be black painted steel rather than chrome. Factory installed Strobe package is not available. Front and rear splash guards will be installed at dealership.



Signed: David Armbruster

Printed Name: David Armbruster

Company: Armbruster Motor Co

Address: 307 W 17th St, Falls City NE 68355

E-mail: dave@armbrustermotors.com

Phone #: 402-245-2471



Armbruster Motor Co

Kellee Kean | 402-245-2471 ext 7 | kellee@armbrustermotors.com

Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box	MSRP:\$53,320.00
Interior:Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	
Exterior 1:Bright White Clearcoat	
Exterior 2:No color has been selected.	
Engine: 6.4L V8 HEMI HD	
Transmission: 8-Speed Auto (8HP75-LCV)	

OPTIONS

CODE	MODEL	MSRP
D28L92	[Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box	\$53,320.00
OPTIONS		
2UA	Quick Order Package 2UA Tradesman	\$0.00
A7B	Tradesman Level 1 Equipment Group	\$2,295.00
DFX	Transmission: 8-Speed Auto (8HP75-LCV)	\$0.00
DME	3.73 Axle Ratio	\$0.00
ESL	Engine: 6.4L V8 HEMI HD	\$0.00
MRU	MOPAR Black Tubular Side Steps	Inc.
PW7	Bright White Clearcoat	\$0.00
TCN	Tires: LT275/70R18E BSW All Season	\$0.00
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
UBQ	Radio: Uconnect 5 Nav w/12.0" Display	Inc.
WBF	Wheels: 18" x 8.0" Black Painted Steel	\$0.00
Z8W	GVWR: 11,440 lb	\$0.00
SUBTOTAL		\$55,615.00
Adjustments Total		\$0.00
Destination Charge		\$2,095.00
TOTAL PRICE		\$57,710.00

FUEL ECONOMY

Est City:N/A

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Armbruster Motor Co

Kellee Kean | 402-245-2471 ext 7 | kellee@armbrustermotors.com

Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

Est Highway:N/A

Est Highway Cruising Range:N/A

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Armbruster Motor Co

Kellee Kean | 402-245-2471 ext 7 | kellee@armbrustermotors.com

Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 6.4L V8 HEMI HD (STD)
Transmission: 8-Speed Auto (8HP75-LCV) (STD)
3.73 Axle Ratio (STD)
GVWR: 11,440 lb (STD)
50 State Emissions
Transmission w/Driver Selectable Mode
Electronic Transfer Case
Part-Time Four-Wheel Drive
730CCA Maintenance-Free Battery w/Run Down Protection
220 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
4440# Maximum Payload
HD Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Hydraulic Power-Assist Steering
32 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Multi-Link Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Mechanical Limited Slip Differential

Exterior

Wheels: 18" x 8.0" Black Painted Steel (STD)
Tires: LT275/70R18E BSW All Season (STD)
Regular Box Style
Black Wheel Center Hub
Steel Spare Wheel

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Armbruster Motor Co

Kellee Kean | 402-245-2471 ext 7 | kellee@armbrustermotors.com

Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

Exterior

Full-Size Spare Tire Stored Underbody w/Crankdown
Black Front Bumper w/2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Manual Side Mirrors w/Convex Spotter
Manual Telescoping Mirrors
Manual Folding Exterior Mirrors
Black Exterior Mirrors
Fixed Rear Window w/Defroster
Variable Intermittent Wipers
Deep Tinted Glass
Galvanized Steel/Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Auto On/Off Reflector Led Low/High Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Front Fog Lamps
Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Voice Activation, Radio Data System and Uconnect External Memory Control
Radio: Uconnect 5 w/8.4" Display
Streaming Audio
Integrated Roof Antenna
6 Speakers
GPS Antenna Input
SiriusXM Radio Service
2 LCD Monitors In The Front

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Armbruster Motor Co

Kellee Kean | 402-245-2471 ext 7 | kellee@armbrustermotors.com

Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (Complete)

Interior

Driver Seat

Manual Adjust 4-Way Driver Seat

Passenger Seat

Manual Adjust 4-Way Front Passenger Seat

Front Facing Vinyl Rear Seat

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Power Rear Windows

Voice Recorder

Rear Folding Seat

Rear Cupholder

Compass

Proximity Key For Push Button Start Only

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Adaptive Cruise Control

Manual Air Conditioning

HVAC -inc: Underseat Ducts and Console Ducts

Glove Box

Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Partial Floor Console w/Storage, Mini Overhead Console and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

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Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

Interior

Full Vinyl/Rubber Floor Covering
Cab Mounted Cargo Lights
Remote USB Port - Charge Only
Selectable Tire Fill Alert
Global Telematics Box Module (TBM)
Google Android Auto
Apple CarPlay
4G LTE Wi-Fi Hot Spot
Integrated Voice Command w/Bluetooth
Storage Tray
Connectivity - US/Canada
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Driver Information Center
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Armrests w/Storage
40/20/40 Split Bench Seat
Front Armrest w/Cupholders
4 Way Front Headrests
2 Way Rear Headrest Seat
Sentry Key Immobilizer
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

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Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

Safety-Mechanical

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Collision Mitigation-Front

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Airbag Occupancy Sensor

Curtain 1st And 2nd Row Airbags

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

ParkView Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
D28L92	2025 Ram 3500 Tradesman 4x4 Crew Cab 8' Box	\$53,320.00

COLORS	
CODE	DESCRIPTION
PW7	Bright White Clearcoat

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ESL	Engine: 6.4L V8 HEMI HD (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
DFX	Transmission: 8-Speed Auto (8HP75-LCV) (STD)	0.00 lbs	0.00 lbs	\$0.00

CPQS PKG				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
2UA	Quick Order Package 2UA Tradesman -inc: Engine: 6.4L V8 HEMI HD, Transmission: 8-Speed Auto (8HP75-LCV)	0.00 lbs	0.00 lbs	\$0.00

AXLE RATIO				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
DME	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs	\$0.00

WHEELS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
WBF	Wheels: 18" x 8.0" Black Painted Steel (STD)	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TCN	Tires: LT275/70R18E BSW All Season (STD)	0.00 lbs	0.00 lbs	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PW7	Bright White Clearcoat	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	0.00 lbs	0.00 lbs	\$0.00

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z8W	GVWR: 11,440 lb (STD)	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A7B	Tradesman Level 1 Equipment Group -inc: Convenience Group, Rear View Auto Dim Mirror, For Details Visit DriveUconnect.com, For More Info, Call 800-643-2112, Rear Power Sliding Window, Emergency Vehicle Alert System (EVAS), 12" Touchscreen Display, Tinted Acoustic Windshield Glass, GPS Navigation, Exterior Mirrors w/Heating Element, MOPAR Black Tubular Side Steps, SiriusXM w/360L, Connected Travel & Traffic Services, Mirror Running Lights, Exterior 115V AC Outlet, Alexa Built-In, Carpet Floor Covering, Power-Adjustable Convex Aux Mirrors, Off-Road Information Pages, Trailer Tow Pages, 400W Inverter, Disassociated Touchscreen Display, HD Radio, Power Heat Fold Telescopic Mirrors, Radio: Uconnect 5 Nav w/12.0" Display, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Air Conditioning ATC w/Dual Zone Control, 115V Auxiliary Front Power Outlet, Power Adjust Mirrors, Front & Rear Floor Mats, ParkSense Front/Rear Park Assist System	0.00 lbs	0.00 lbs	\$2,295.00

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Vehicle: [Fleet] 2025 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MRU	MOPAR Black Tubular Side Steps	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UBQ	Radio: Uconnect 5 Nav w/12.0" Display	0.00 lbs	0.00 lbs	Inc.
Options Total		0.00 lbs	0.00 lbs	\$2,295.00

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Pickup Truck Bid Proposal Form

The undersigned agrees to provide the pickup truck as specified in the RFP and as bid below:

Lump Sum Bid Price per Specifications: \$ 51,572.00 This is bid on 2026 because
2025s are already balanced out

Delivery Date: Fall

Warranty Info:

3yr/36,000

Powertrain coverage: 5yr/60,000 mile

Deviations from Specifications:

Steel Wheels included because Chrom and Aluminum are not available

Signed: 

Printed Name: Dennis L Hullman

Company: Hullman's Ford Lincoln, Inc.

Address: 1416 Harlan St. Falls City, Ne. 68355

E-mail: hullmansford@sentco.net

Phone #: 402-245-4413



Preview Order 5555 - W3B 4x4 Crew Cab SRW: Order Summary Time of Preview: 05/05/2025 12:52:55 Receipt: NA

Dealership Name: Hullman's Ford, Inc.

Sales Code : F53672

Dealer Rep.	DENNIS HULLMAN	Type	Fleet	Vehicle Line	Superduty	Order Code	5555
Customer Name	City of falls	Priority Code	F1	Model Year	2025	Price Level	530

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CREW CAB PICKUP/176	\$53395	10900# GVWR PACKAGE	\$0
176 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$53395	SNOW PLOW PREP PACKAGE	\$250
OXFORD WHITE	\$0	TRAILER BRAKE CONTROLLER	\$300
VINYL 40/MINI-CONSOLE/40 SEAT	\$355	JACK	\$0
MEDIUM DARK SLATE	\$0	SPLASH GUARDS - FRONT	\$130
PREFERRED EQUIPMENT PKG.610A	\$0	SPLASH GUARDS - REAR	\$0
.XL TRIM	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0
.AIR CONDITIONING -- CFC FREE	\$0	PRICE CONCESSION INDICATOR	\$0
.AM/FM STEREO MP3/CLK	\$0	REMARKS TRAILER	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	360 DUAL WARNING STROBE AMBER	\$650
10-SPEED AUTO TORQSHIFT-G	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	FUEL CHARGE	\$0
3.73 RATIO NON LTD SLIP AXLE	\$0	PRICED DORA	\$0
JOB #1 ORDER	\$0	ADVERTISING ASSESSMENT	\$0
PLATFORM RUNNING BOARDS	\$445	DESTINATION & DELIVERY	\$2095
Floor Mats	155		
			MSRP
TOTAL BASE AND OPTIONS			\$57620
DISCOUNTS			NA
TOTAL			\$57620

ORDERING FIN: QE290 END USER FIN: QE290

INCENTIVES

DISCOUNTS:

Acc. Code ID :10 Contract/Ref # :17-323S Bid Date :09/27/24State : NE

\$-1600.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Pickup Truck Bid Proposal Form

The undersigned agrees to provide the pickup truck as specified in the RFP and as bid below:

Lump Sum Bid Price per Specifications: \$ 64944.00

Delivery Date: within 14 days

Warranty Info:

3 yr / 36000 miles - Comp
5 yr / 60000 miles - drive train

Deviations from Specifications:

NONE

Signed: _____

Printed Name: Ryan Saari

Company: One Nation Distribution LLC

Address: 800 main st, Po Box 69, Volant, PA 16156

E-mail: Ryan@INDL.com

Phone #: 724-533-7017

AGREEMENT

WHEREAS the Parties hereto are authorized under Nebraska Revised Statutes 13-801, et seq. (Interlocal Cooperation Act), to enter into this Agreement on _____;

WHEREAS the Parties to this Agreement share in common the need for generating unit parts and resource assistance from one another.

WHEREAS the Cities of Falls City, Nebraska and Nebraska City, Nebraska (hereinafter referred to as parties) all have common electrical generating units used for the production of electrical power.

NOW THEREFORE, it is mutually agreed between the Parties as follows:

1. This agreement is entered into for the purpose of better providing for the safety of the lives and property from loss and injury to persons or property of in the undersigned Municipalities. It is mutually agreed to by the Parties that it is the best interest of the Parties that a common equipment pool be established for the use of all the Parties.
2. The Parties agree that they shall pool their resources in order to purchase and make available parts for generating units common to the Parties. The parts currently owned jointly by the parties are as shown on Exhibit A attached hereto and incorporated herein by reference as though set out in full.
3. The Parties further agree that additional parts may be added upon unanimous written approval of each party with each member paying its share of the total price. The additional parts will be stored at a site agreed upon by the parties. An inspection and possession affidavit will be executed annually by the storing member and copies provided to each other member.
4. It is further agreed that other parties may be added to this agreement only with the unanimous consent of the existing parties. Any party may also withdraw from this Agreement by giving ninety (90) days written notice of their intent to withdraw. Any withdrawing party will receive from the remaining parties its proportional share of the total amount of the cost of the parts. Termination or withdrawal from this Agreement by one party shall not terminate or otherwise alter the Agreement between the remaining parties. This Agreement shall automatically renew for successive four-year periods.
5. Upon the use of any part in the pool, the party using the part shall pay the other parties each their proportional share of the original cost of the part. The party using the part also has the obligation of replacing the part being used and the other parties agree to pay their proportional share of the cost of the new part; unless the members all agree not to have the part replaced.
6. No part held herein shall be offered for sale to a non participating party without the unanimous approval by each party to this agreement. The sale price shall be no less than the current market price of the original purchase price, whichever is greater and shall also be set by the unanimous agreement of the parties.
7. Each party agrees that all parts purchased and stored herein have not been inspected for fitness for any use or application. Each party agrees that any parts used by any of the parties herein shall be done only after inspection and acceptance by the using party and that all parts so used SHALL BE AT THE USING PARTY'S SOLE RISK. In the future, the pool may have new parts that have been purchased.

AGREEMENT

8. Each Party agrees to defend, indemnify, and hold harmless the others from and against all loss, liability, or expense that may be incurred by reason of any injury or loss resulting from, arising out of, or in any way connected with the use of parts under this Agreement. This agreement does not create a joint entity between the Parties and does not establish a separate legal entity for any purpose.
9. The Parties acknowledge that issues will arise during the term of this agreement which were not contemplated at the time of entering into this Agreement, and the Parties agree to use their best efforts to resolve those issues in a manner which is mutually beneficial and consistent with the purpose of this Agreement.
10. This Agreement supersedes all prior or contemporaneous agreements or understandings of the Parties with respect to the subject matter. This Agreement shall not be amended or modified as to any Party without the written consent of all Parties.
11. It is agreed that this agreement shall bind the parties, this successors, administrators, assigns, and other representative or fiduciaries of the parties; and it is further agreed that this agreement may not be assigned by any Party without the express written consent of all Parties.
12. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Parties have executed this Agreement, pursuant to authority duly given, as of the date first written above.

BOARD OF PUBLIC WORKS OF THE CITY OF FALLS CITY NEBRASKA

By: _____

Trevor Campbell, Public Works Director

NEBRASKA CITY UTILITIES OF THE CITY OF NEBRASKA CITY NEBRASKA

By: _____

Jeff Kohrs, General Manager

EXHIBIT A

Anthony Nussbaum

From: Michael Dunn <mikedunn@halbertdunn.com>
Sent: Monday, May 12, 2025 11:53 AM
To: Trevor Campbell; Tracy Burns
Cc: Anthony Nussbaum
Subject: RE: Interlocal Agreement w/ Neb City on Generator Parts

Follow Up Flag: Follow up
Flag Status: Flagged

I have reviewed the interlocal agreement with Nebraska City regarding the purchase and storage of generator parts. It is my legal opinion that as an interlocal agreement between the two cities that this agreement needs to be approved by each City Council and signed by each Mayor.

As the agreement call for purchasing and storage of parts the agreement should provide who has the authority on behalf of each City to authorize the purchases. Perhaps a threshold amount for purchases to be approved by the Utility Superintendents, a higher threshold to be approve by the respective Boards of Public Works and anything over that amount to be approved by the councils.

The agreement also needs to designate who is going to keep the inventory, purchasing and use records and what funds have been paid by each municipality. I assume this information will be needed by both cities for their annual audits. If both Cities are going to have part of the parts supply, then how these separate inventories are managed should be addressed as well.

Let me know how you want to move forward.

Michael R. Dunn
Halbert, Dunn & Burns, LLC
P.O. Box 447
111 East 17th Street
Falls City, NE 68355
Phone: 402-245-4486
Fax: 402-245-4491
E-MAIL: mikedunn@halbertdunn.com

PRIVILEGED COMMUNICATION: This communication, along with any attachments, is covered by federal and state law governing electronic communications and may contain confidential and legally privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, use or copying of this message is strictly prohibited. If you have received this in error, please reply immediately to the sender and delete this message. Thank you

From: Trevor Campbell <t.campbell@fallscityne.us>
Sent: Thursday, May 8, 2025 4:50 PM
To: Michael Dunn <mikedunn@halbertdunn.com>; Tracy Burns <tburns@halbertdunn.com>
Cc: Anthony Nussbaum <a.nussbaum@fallscityne.us>
Subject: Interlocal Agreement w/ Neb City on Generator Parts

Hi Mike

Would you mind reviewing this agreement for the BOPW meeting next Thursday the 15th. There is an engine in Kansas that is the same model FC and Neb City own. This engine is being decommissioned and there are a lot of valuable parts that FC and NC want to go in half and half on and inventory as a cooperative. The attached agreement is what I revised from an old Auburn and Neb City agreement for the same type of cooperative. Once we have the parts list that will be purchased, it will be attached in Exhibit A. I want to get the BOPW to approve the bones of the agreement and then Anthony will probably take to City Council for a interlocal resolution at the May 19th council meeting.

Thanks,
Trevor

Pavement Maintenance & Beautification Proposal

City Of Falls City
Mark Harkendorff

Project:

Falls City Streets
2307 Barada St
Falls City, NE 68355



Cory Saner
President

Service Provider Information

Company Info



Pave LLC
13520 Discovery Dr
Omaha, Nebraska 68137

P: 402-322-7283
<http://www.pave911.com>

Contact Person

Cory Saner
President
cory@pave911.com
Cell: 785-285-0863
Office 402-322-7283

About Us

We Solve Problems & Make Pavement Maintenance Simple

Pave, LLC provides pavement design, maintenance & construction services to the commercial, recreational and industrial markets throughout the midwest including Nebraska, Kansas, Missouri, Iowa, South Dakota, and beyond on a case by case basis.

Details, Facts and a Simple easy to understand proposal should be the first sign that we understand your needs and issues. Compare this process and proposal to anyone else and you will see that we do not tell you... we show you!

It is our sincere desire to develop **relationships for the long term**. We want to do such a good job that we are your #1 phone call the next time you need pavement repairs. It is our company goal to have the best communication in town. We strive to answer all phone calls, text messages, and emails within a few hours with no exception.

Our mission at Pave, LLC is to help you **preserve and protect** your existing pavement through a systematic plan of rejuvenation, rehabilitation, and repair. Let us show you how to protect what you already have instead of tearing it out.

Pavement Dressing Conditioner (PDC) Barada St

1. [PDC Product Video](#)
2. PDC will extend the life of good asphalt indefinitely, with a good base, if put on a regular application schedule of 3-5 years.
3. The area under consideration comprises approximately 50,201 square feet.
4. We will barricade all areas where we will be working.
5. It is the owners responsibility to have all material, cars, equipment etc removed from the area where the work will take place. ***VIP to see the attached Owner's Responsibility & Conditions page.***
6. All surface will be cleaned of all loose material, weeds, grass and dirt so that the material will adhere to the existing surface.
7. We will install the product with a specialized spray applicator.
8. This process will carry a (3) year warranty.

Total Price: \$15,060.00

 See Below Images

Pavement Dressing Conditioner (PDC) Stanton Lake

1. [PDC Product Video](#)
2. PDC will extend the life of good asphalt indefinitely, with a good base, if put on a regular application schedule of 3-5 years.
3. The area under consideration comprises approximately 63,992 square feet.
4. We will barricade all areas where we will be working.
5. It is the owners responsibility to have all material, cars, equipment etc removed from the area where the work will take place. ***VIP to see the attached Owner's Responsibility & Conditions page.***
6. All surface will be cleaned of all loose material, weeds, grass and dirt so that the material will adhere to the existing surface.
7. We will install the product with a specialized spray applicator.
8. This process will carry a (3) year warranty.

Total Price: \$19,198.00

 See Below Images

Pavement Dressing Conditioner (PDC) Public Works Drive

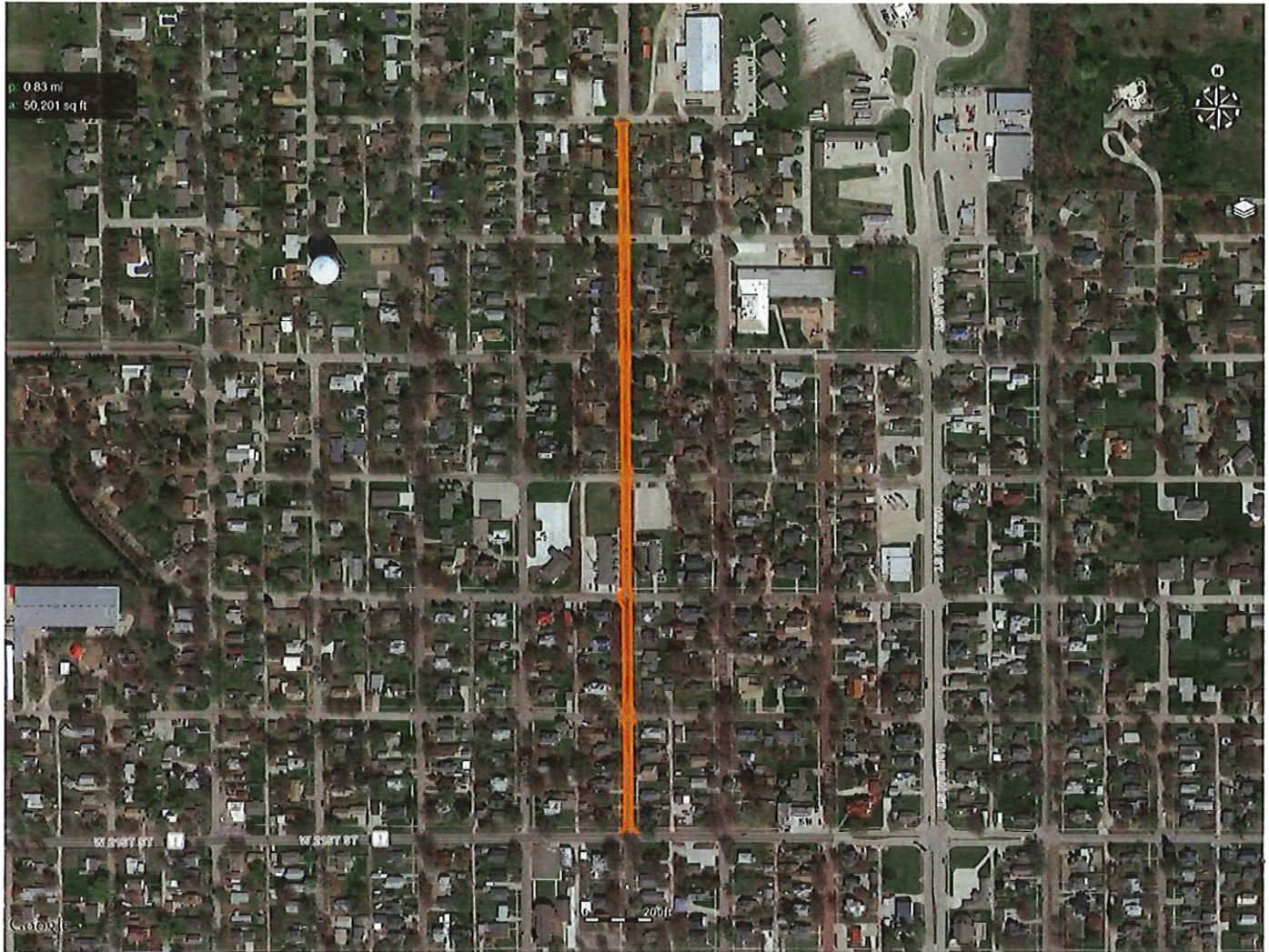
1. [PDC Product Video](#)
2. PDC will extend the life of good asphalt indefinitely, with a good base, if put on a regular application schedule of 3-5 years.
3. The area under consideration comprises approximately 2,416 square feet.
4. We will barricade all areas where we will be working.
5. It is the owners responsibility to have all material, cars, equipment etc removed from the area where the work will take place. ***VIP to see the attached Owner's Responsibility & Conditions page.***
6. All surface will be cleaned of all loose material, weeds, grass and dirt so that the material will adhere to the existing surface.
7. We will install the product with a specialized spray applicator.
8. This process will carry a (3) year warranty.
9. This section will be done for free if the other 2 sections are signed off.

Total Price: \$725.00

 See Below Images

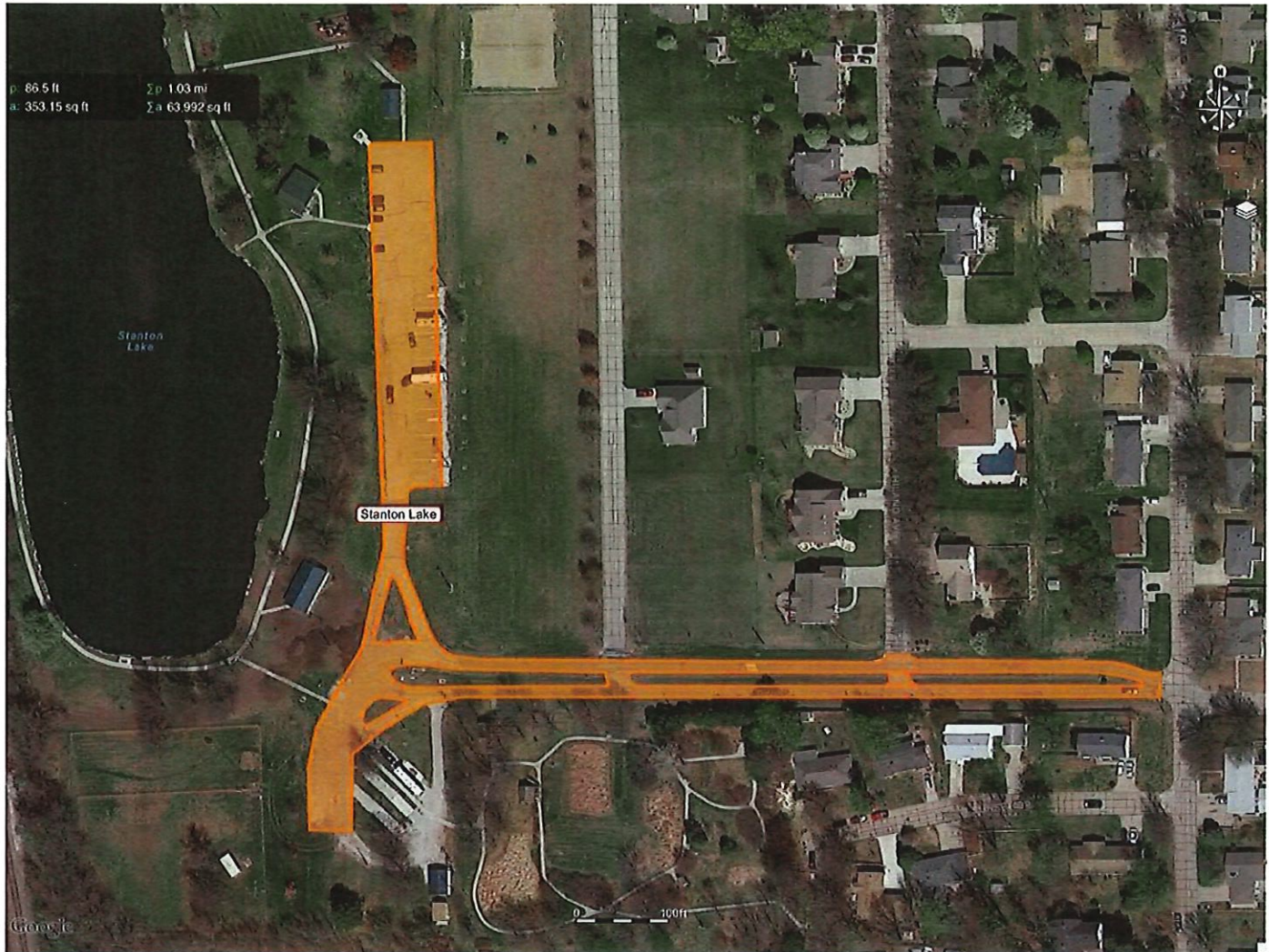
Pavement Dressing Conditioner (PDC) Barada St

Site Map



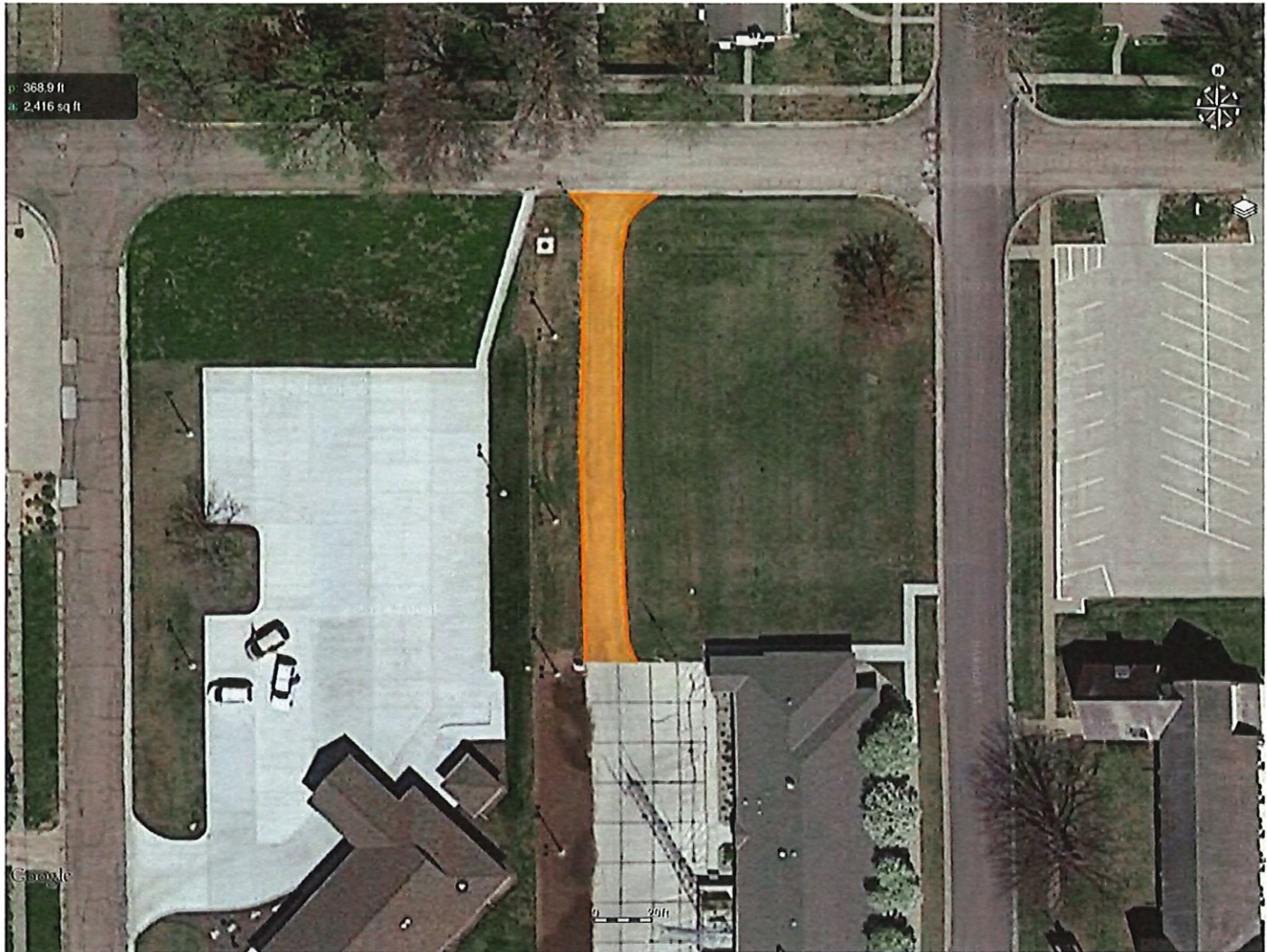
Pavement Dressing Conditioner (PDC) Stanton Lake

Site Map



Pavement Dressing Conditioner (PDC) Public Works Drive

Site Map



1. PDC

Please Click Here to view Video



2. Video

Please Click Here to view Video



Price Breakdown: Falls City Streets



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on August 14, 2024.

Item	Description	Cost
1.	Pavement Dressing Conditioner (PDC) Barada St	\$15,060.00
2.	Pavement Dressing Conditioner (PDC) Stanton Lake	\$19,198.00
3.	Pavement Dressing Conditioner (PDC) Public Works Drive	\$725.00
Total:		\$34,983.00

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Acceptance

We agree to pay the total sum or balance in full 30 days after the completion of work.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Mark Harkendorff | Mayor
City Of Falls City
2307 Barada St
Falls City, NE 68355
T.campbell@fallscityne.us
C: 402-801-0780

Cory Saner | President
Pave LLC
13520 Discovery Dr
Omaha, Nebraska 68137
E: cory@pave911.com
C: 785-285-0863
P: 402-322-7283
<http://www.pave911.com>

Pavement Repair | Owner Responsibility & Conditions

1. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
2. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
3. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
4. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work.
Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles.
5. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries, in time they will blend in with surrounding surface.***

Warranty & Conditions

1. All material guaranteed to be installed exactly as specified.
2. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
3. Any necessary permits or permit fees are owners' responsibility.
4. **NOTE: This proposal may be withdrawn by us if not accepted within 20 days.**
5. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that due to poor sub-grade conditions sinking may occur when we drive onto your site, our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
6. All work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks under 1/4" in width.** Hairline cracks appear in every occurrence of curing pavement, as this is part of the natural process.
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded.
8. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost.
10. **Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.**
11. Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc.

Attachments



Please click any of the links below to view and print all documents.

Company Attachments

[Engineer Testimonials](#)

[Federal Funding Document](#)

[PDC Airport Presentation](#)

[PDC Executive Overview](#)



RESOLUTION NO. _____

**AUTHORIZING THE UTILIZATION OF FARRIS ENGINEERING, INC. AS THE
OWNER'S AUTHORIZED REPRESENTATIVE FOR THE ENERGY FORWARD:
FALLS CITY TRANSMISSION IMPROVEMENTS PROJECT.**

WHEREAS, the City of Falls City is advancing the Energy Forward: Falls City Transmission Improvements Project to improve system capacity, enhance grid reliability, and support economic growth; and

WHEREAS, the complexity of this transmission project—including regulatory navigation, substation and routing analysis, coordination with the Southwest Power Pool (SPP), and Network Integrated Transmission Service (NITS) applications—requires the support of a qualified Owner's Authorized Representative (OAR); and

WHEREAS, Farris Engineering, Inc. possesses the technical expertise to assist the City as an Owner's Authorized Representative, providing services including technical representation, SPP and NITS coordination, design concept evaluation, substation site assessment, RFQ development for engineering/design services, procurement support for engineering consultants, and project management; and

WHEREAS, the Falls City Board of Public Works appointed Farris Engineering, Inc. under an Advisory Services Agreement for electric projects on February 6, 2025, and on May 15, 2025, formally recommended that the City Council approve the use of Farris Engineering, Inc. as the Owner's Authorized Representative for the transmission line project; and

WHEREAS, due to the specialized and evolving scope of services required, the services shall be performed on a time-and-expense (T&E) basis under a not-to-exceed budget.

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

1. Appointment of Owner's Authorized Representative: Farris Engineering, Inc. is hereby authorized to serve as the Owner's Authorized Representative for the Energy Forward: Falls City Transmission Improvements Project.
2. Scope of Services: Authorized services include technical representation for the City; coordination with SPP and NITS navigation; evaluation and advisement on

the transmission design concept; substation site assessments; development of an RFQ for engineering and design services; participation in procurement and selection of engineering consultants; and project management services.

3. Authorization to Direct Work: The Public Works Director and/or City Administrator are authorized to request and direct services from Farris Engineering, Inc. in accordance with the Advisory Services Agreement and applicable work orders.
4. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 19th day of May, 2025.

ATTESTED TO:

CITY OF FALLS CITY

Clerk

Mayor



Proposal for Engineering Services
Owner's Agent for Transmission Line Development
Trevor Cambell
Falls City, Nebraska

Submitted by: Farris Engineering Inc.
Date: May 12, 2025

Trevor,

The following is our understanding of the services you are requesting. If we have misunderstood any part of your request, please let us know. We look forward to our continuing to work with Falls City.

1. Project Understanding

Falls City, Nebraska is pursuing a new high-voltage transmission line to enhance its power delivery infrastructure. The City seeks Owner's Agent services to support planning, regulatory navigation, technical advisory, and project delivery oversight. This proposal outlines the scope of services, methodology, and estimated level of effort to support the City throughout this process.

2. Scope of Services

2.1 Owner's Authorized Representative (OAR)

Act as City's technical representative and liaison to utilities, agencies, and contractors.
Represent City interests in all technical and strategic decisions.
Review technical documents and represent City during project meetings.
Estimated Hours: 60

2.2 SPP and NITS Navigation

Coordinate with Southwest Power Pool (SPP) and relevant Transmission Owners.
Assist City in applying for a NITSA.
Evaluate transmission service costs, interconnection studies, and integration timelines.
Estimated Hours: 80

2.3 Transmission Design Concept & Interconnect Evaluation

Evaluate and advise on radial vs. loop-fed transmission configurations.
Assess metering strategies (one meter vs. two meters).
Identify interconnection points and evaluate system impacts.
Estimated Hours: 50

2.4 Substation Site Assessment

Coordinate preliminary siting study for a new substation location.
Evaluate options at Wastewater Plant, Power Plant, MegaSite, and other potential sites.
Provide recommendation based on constructability, utility access, and cost.
Estimated Hours: 40

2.5 RFQ Development & Technical Review

Draft Request for Qualifications (RFQ) for engineering/design services.
Participate in procurement process including interviews, technical scoring, and selection.
Assist with scope refinement for engineering consultant(s).
Estimated Hours: 45

2.6 Project Management

Develop and maintain schedule, milestone plan, and deliverables tracking.
Monitor lead times for critical equipment (e.g., transformers, breakers).
Lead regular coordination meetings and provide progress reporting.
Estimated Hours: 60

2.7 Additional Technical Services (As-Needed)

Provide ongoing Owner's Agent services for newly identified tasks.
Time & Materials basis with Not-To-Exceed (NTX) structure.
Estimated Hours: 40 (initial allocation)

3. Summary of Estimated Hours

Task	Estimated Hours
Owner's Rep (OAR)	60
SPP/NITS Navigation	80
Transmission Design Evaluation	50
Substation Siting	40
RFQ Development	45
Project Management	60
Additional Services (T&M NTX)	40
Total Estimated Hours	375

4. Compensation

Services will be provided on a Time & Materials basis, subject to a Not-To-Exceed (NTX) limit of \$84,375 unless amended. A rate schedule will be provided under separate cover.

5. Assumptions & Exclusions

- Final engineering design and construction of the transmission line and substation will be performed by selected engineering consultants under separate contracts.
- Environmental permitting, land acquisition, legal review, and construction management services are not included unless otherwise agreed.
- Travel and reimbursable expenses will be billed separately in accordance with contract terms.

6. Next Steps

We are prepared to begin work upon authorization. A detailed work plan and project initiation meeting will follow contract execution.

Sincerely,

FARRIS ENGINEERING



Michael Wallace, PE
CEO

Mdw

cc: David Hunter

Document1

Falls City Utilities

Signature

Title

BRINGING YOUR BUILDINGS TO LIFE

402-330-5900 | 12700 W. Dodge Road, Omaha, NE 68154 | farris-usa.com



CITY OF FALLS CITY, NEBRASKA
ANNUAL FINANCIAL REPORT
FOR THE FISCAL
YEAR ENDED SEPTEMBER 30, 2024
TOGETHER WITH
INDEPENDENT AUDITOR'S REPORTS

CITY OF FALLS CITY, NEBRASKA
ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024
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INDEPENDENT AUDITOR'S REPORT

The Honorable Mr. Harkendorff, Mayor
Members of the City Council
City of Falls City, Nebraska
Falls City, Nebraska 68355

Report on the Financial Statements

Opinions

We have audited the financial statements of government activities modified accrual basis, the business-type activities – accrual basis and the discretely presented component unit – cash basis, of the City of Falls City and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities – modified accrual basis, the business type-activities – accrual basis, the discretely presented component unit – cash basis for the governmental funds and accrual basis for the business-type funds, of the City, as of September 30, 2024, and the respective change in financial position and cash flows for the year then ended in conformity with the basis of accounting as described in Note A, and in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis and of accounting for the governmental activities and its discretely presented component unit and generally accepted accounting principles for its business activities, and for the design, implementation and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they would influence the judgments made by a reasonable user based on these financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion of the effectiveness of the City of Falls City, internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about The City of Falls City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding among other matters, the planned scope and timing of the audit, significant findings, and certain internal control related matters.

Required Supplementary Information

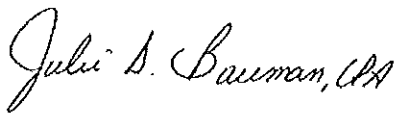
Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The budgetary comparison information and operational disbursements information on page 28 are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards on page 31 is presented for purposes of additional analysis as required by *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The budgetary comparison information and the schedule of expenditures of federal awards are the responsibility of management and derived from and relate to the underlying accounting and other records used to prepare the cash basis financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the budgetary comparison, disbursement information and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Governmental Auditing Standards*, we have also issued our report dated May 13, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Julie D. Bauman, CPA, P.C.
May 13, 2025
Falls City, Nebraska

FINANCIAL SECTION

BASIC FINANCIAL STATEMENTS

EXHIBIT 1

CITY OF FALLS CITY, NEBRASKA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	Primary Government			Discretely Presented Component Unit
	Governmental Activities	Business-type Activities	Total	
ASSETS				
Cash (Note 2)	\$ 2,563,624	\$ 16,567,144	\$ 19,130,768	\$ 12,699
Certificates of Deposit & Investments (Note 2)	88,782	110,667	199,449	-
Receivables, net	32,193	2,087,861	2,120,054	-
Inventories	6,457	1,638,003	1,644,460	-
Note receivable (Note 3)	306,199		306,199	-
Restricted Assets:				
Bond Reserve (Note 2)		-	-	-
Depreciation fund (Note 2)		-	-	-
Customer deposits (Note 2)		-	-	-
Capital improvement fund (Note 2)		-	-	-
Capital assets: (Note 4)			-	-
Land and Work in Progress	703,274	5,424,605	6,127,879	-
Building and improvements, net	2,036,704	3,218,325	5,255,029	-
Infrastructure, equipment and vehicles, net	8,106,569	29,467,102	37,573,671	-
Total capital assets	10,846,547	38,110,032	48,956,579	-
Total assets	\$ 13,843,802	\$ 58,513,707	\$ 72,357,509	\$ 12,699
LIABILITIES				
Accounts payable	\$ 421,903	\$ 733,609	\$ 1,155,512	\$ -
Accrued interest	-	83,928	83,928	-
Salaries and benefits payable	168,937	231,877	400,814	-
Customer deposits	-	347,431	347,431	-
Deferred revenue	-	102,587	102,587	-
Noncurrent Liabilities: (Note 6)				
Due within one year	75,000	1,051,161	1,126,161	-
Due in more than one year	695,000	15,802,222	16,497,222	12,699
Total Liabilities	1,360,840	18,352,815	19,713,655	12,699
NET POSITION				
Net investment in				
Capital Asset	\$ 10,076,547	\$ 21,256,649	31,333,196	\$ -
Restricted	-	8,306,343	8,306,343	-
Unrestricted	2,406,415	10,597,900	13,004,315	12,699
Total Net Position	\$ 12,482,962	\$ 40,160,892	\$ 52,643,854	\$ 12,699

The notes to financial statements are an integral part of this statement.

EXHIBIT 2

CITY OF FALLS CITY, NEBRASKA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Function/Programs	Program Revenues				Net (Expense), Revenue, and Changes in Net Position		Discretely Presented Component Unit
	Expenses	Fees, Fines, and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Govern-mental Activities	Primary Government Business Type Activities	
Primary Government:							
Governmental activities:							
General government	\$ 960,130	\$ 317,402	\$ -	\$ -	\$ (642,728)	\$ -	\$ -
Public safety	1,810,561	-	-	-	(1,810,561)	-	-
Street and alleys	901,562	-	-	-	(901,562)	-	-
Culture and recreation	1,124,998	60,851	45,125	-	(1,019,022)	-	-
Cemetery	132,850	21,740	-	-	(111,110)	-	-
Airport	413,861	2,100	-	481,336	(292,881)	-	-
HUD programs	292,881	-	-	-	(520,346)	-	-
Community development	520,346	-	-	-	(5,228,635)	-	-
Total governmental activities	6,157,189	402,093	45,125	481,336	(5,228,635)	-	-
Business-type activities:							
Electric	6,587,687	7,669,568	-	-	-	1,081,881	-
Water	1,620,516	1,669,211	-	-	-	48,695	-
Gas	2,598,651	3,007,588	-	-	-	408,937	-
Sewer	1,191,599	1,248,805	-	-	-	57,206	-
Total business-type activities	11,998,453	13,595,172	-	-	-	1,596,719	-
Total Primary Government	18,155,642	13,997,265	45,125	481,336	(5,228,635)	1,596,719	-
Component Unit							
Main Street	\$ 32,559	\$ -	\$ 31,325	\$ -	\$ -	\$ -	\$ (1,234)
General Revenues:							
Property and city taxes, levied for general purposes					3,758,156		-
Grants/Intergovernmental not restricted to specific programs					1,319,856		-
Interest dividends and earnings on investments					89,847	589,709	-
Miscellaneous revenue (Expense)					260,779	(830,411)	-
Interest Expense					-	(308,136)	-
Total general revenues					5,428,638	(548,838)	-
Change in net position					200,003	1,047,881	(1,234)
Net position - Beginning (Restated)					12,282,959	39,113,011	13,933
Net position - ending					\$ 12,482,962	\$ 40,160,892	\$ 12,699

The notes to financial statements are an integral part of this statement.

EXHIBIT 3

CITY OF FALLS CITY, NEBRASKA
BALANCE SHEET
GOVERNMENTAL FUNDS
30-Sep-24

	General Fund	Economic Development Fund	HUD Fund	Capital Improvement Fund	Other Governmental Funds	Total Governmental Funds
ASSETS						
Cash (Note 2)	\$ (902,611)	\$ -	\$ 18,614	\$ 3,074,822	\$ 539,886	\$ 2,730,711
Certificates of Deposit & Investments (Note 2)	88,782	152,817	-	-	-	241,599
Notes receivable (Note 3)	-	-	6,199	300,000	-	306,199
Inventory	6,457	-	-	-	-	6,457
Total assets	<u>(807,372)</u>	<u>152,817</u>	<u>24,813</u>	<u>3,374,822</u>	<u>539,886</u>	<u>3,284,966</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	421,903	-	-	-	-	421,903
Salaries and benefits payable	168,937	-	-	-	-	168,937
Total liabilities	<u>590,840</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>590,840</u>
Fund balances:						
Nonspendable	6,457	-	-	-	-	6,457
Restricted	-	-	-	-	374,036	374,036
Committed	-	-	6,199	300,000	165,850	472,049
Assigned	-	152,817	18,614	3,074,822	-	3,246,253
Unassigned	(1,404,669)	-	-	-	-	(1,404,669)
Total fund balances	<u>(1,398,212)</u>	<u>152,817</u>	<u>24,813</u>	<u>3,374,822</u>	<u>539,886</u>	<u>2,694,126</u>
Total liabilities and fund balances	<u>\$ (807,372)</u>	<u>\$ 152,817</u>	<u>\$ 24,813</u>	<u>\$ 3,374,822</u>	<u>\$ 539,886</u>	<u>\$ 3,284,966</u>

The notes to financial statements are an integral part of this statement.

EXHIBIT 3.1

CITY OF FALLS CITY, NEBRASKA
 RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
 TO THE STATEMENT OF NET POSITION
 30-Sep-24

Total fund balances for governmental funds (Exhibit 3) \$ 2,694,126

Total net assets reported for governmental activities in the statement
 of net assets is different because:

Capital assets used in governmental activities are not financial resources
 and therefore are not reported in the funds. Those assets consist of:

Land	\$ 703,274	
Buildings and improvements, net of \$8,890,591 accumulated depreciation	2,036,704	
Infrastructure and equipment, net of \$13,333,771 accumulated depreciation	8,106,569	
Total capital assets (See Note 4)		10,846,547

Internal activities are not reported in the fund financial statements,
 in addition, corrections of prior periods would need to be adjusted
 to the fund financial statements, the net effect is reflected here

Internal service fund is used by management to charge the costs
 of certain activities, such as mechanical repairs for equipment and
 vehicles. The assets and liabilities of the internal service fund are
 included in governmental activities in the statement of net assets. (303,527)

Long-term liabilities, including bonds payable are not due and payable
 in the current period and therefore are not reported in the funds. (754,184)

Total net position of governmental activities (Exhibit 1) \$ 12,482,962

The notes to financial statements are an integral part of this statement.

CITY OF FALLS CITY, NEBRASKA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	General Fund	Economic Development Fund	HUD Fund	Capital Improvement	Other Governmental Funds	Total Governmental Funds
Revenues						
Taxes	\$ 1,944,177	\$ -	\$ -	\$ 1,813,979	\$ -	\$ 3,758,156
Intergovernmental/Grants	1,767,652	-	278,716	-	-	2,046,368
Licenses and permits	122,634	-	-	-	-	122,634
Rent/Leases	18,755	-	-	-	-	18,755
Charges for services	93,605	-	-	-	10,500	104,105
Fines and forfeits	1,270	-	-	-	-	1,270
Sale of supplies/property	191,649	-	-	-	-	191,649
Contributions	45,125	-	-	-	-	45,125
Miscellaneous	69,130	-	-	-	-	69,130
Total revenues	4,253,997	-	278,716	1,813,979	10,500	6,357,192
Expenditures						
Current:						
General government	764,137	-	-	-	-	764,137
Public safety	1,721,110	-	-	-	-	1,721,110
Streets and alleys	812,111	-	-	-	-	812,111
Cultural and recreation	934,923	-	-	-	7,152	942,075
Cemetery	131,296	-	-	-	-	131,296
Airport	173,111	-	-	-	-	173,111
HUD programs	-	-	292,881	-	-	292,881
Community development	-	-	-	808,871	-	808,871
Debt Service:						
Principal	-	-	-	-	-	-
Interest	-	-	-	-	-	-
Capital outlay	1,905,938	-	-	-	-	1,905,938
Total expenditures	6,442,626	-	292,881	808,871	7,152	7,551,530
Excess of revenues over (under) expenditures	(2,188,629)	-	(14,165)	1,005,108	3,348	(1,194,338)
Other Financing Sources						
Interest/Dividends	86,447	-	-	-	3,400	89,847
Transfer in	243,250	-	-	252,121	-	495,371
Transfer out	(252,121)	-	-	(243,250)	-	(495,371)
Total Other Financing Sources	77,576	-	-	8,871	3,400	89,847
Net change in fund balance	(2,111,053)	-	(14,165)	1,013,979	6,748	(1,104,491)
Fund balances - beginning	712,841	152,817	38,978	2,360,843	533,138	4,299,522
Fund balances - ending	\$ (1,398,212)	\$ 152,817	\$ 24,813	\$ 3,374,822	\$ 539,886	\$ 2,694,126

The notes to financial statements are an integral part of this statement.

EXHIBIT 4.1

CITY OF FALLS CITY, NEBRASKA
 RECONCILIATION OF THE STATEMENT OF REVENUES,
 EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
 TO THE STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balances - total governmental funds (Exhibit 4)	\$ (1,104,491)
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The change in net assets reported for governmental activities in the statement of activities is different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation \$962,208 exceeded capital outlays \$2,105,311 in the current period. (See Note 4)	1,143,103
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Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net assets. This is the amount by which debt proceeds exceed repayments.	-
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Revenues in the statement of activities that do not provide current financial resources are not recorded as revenue in the funds.	(122,956)
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Internal service fund is used by management to charge the cost of certain activities, such as mechanical repairs for equipment and vehicles. The net revenue (expense) of the internal service fund is reported with governmental activities.	<div style="border-top: 1px solid black; display: inline-block;">284,347</div>
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Change in net position of governmental activities (Exhibit 2)	<div style="border-top: 1px solid black; border-bottom: 3px double black; display: inline-block;">\$ 200,003</div>
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The notes to financial statements are an integral part of this statement.

CITY OF FALLS CITY, NEBRASKA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
30-Sep-24

	Business Type Activities - Enterprise Funds					Governmental Activities- Internal Service Fund
	Electric Fund	Water Fund	Gas Fund	Sewer Fund	Totals	
ASSETS						
Current Assets:						
Cash & Investments (Note 2)	\$ 8,334,823	\$ 1,184,991	\$ 5,797,276	\$ 1,250,054	\$ 16,567,144	(319,904)
Investments (Note 2)	110,667	-	-	-	110,667	
Receivables, net	1,410,600	306,463	167,674	203,124	2,087,861	11,576
Inventory	1,350,312	163,990	123,701	-	1,638,003	5,850
Total Current Assets	11,206,402	1,655,444	6,088,651	1,453,178	20,403,675	(302,478)
Noncurrent Assets:						
Restricted Assets						
Bond Reserve (Note 2)	-	-	-	-	-	-
Depreciation fund (Note 2)	-	-	-	-	-	-
Capital improvement fund (Note 2)	-	-	-	-	-	-
Customer deposits (Note 2)	-	-	-	-	-	-
Capital assets: (Note 4)						
Land & Work In Progress	4,255,686	553,748	32,024	583,147	5,424,605	-
Building and improvement, net	109,268	2,674,137	-	434,920	3,218,325	-
Infrastructure, equipment and vehicles, net	17,456,544	8,264,755	1,322,385	2,423,418	29,467,102	850
Total Noncurrent Assets	21,821,498	11,492,640	1,354,409	3,441,485	38,110,032	850
Total Assets	\$ 33,027,900	\$ 13,148,084	\$ 7,443,060	\$ 4,894,663	\$ 58,513,707	\$ (301,628)
LIABILITIES						
Current Liabilities:						
Accounts Payable	\$ 32,818	\$ -	\$ 241,916	\$ 458,875	\$ 733,609	\$ -
Accrued Interest	61,631	20,119	-	2,178	83,928	-
Salaries and benefits payable	79,142	43,646	84,888	24,201	231,877	1,899
Deferred revenue	145,300	(16,202)	(11,346)	(15,165)	102,587	-
Interfund payables (Note 5)	-	-	-	-	-	-
Customer deposits	71,843	114,093	161,495	-	347,431	-
Current portion of long-term debt	595,000	312,336	-	143,825	1,051,161	-
Total Current Liabilities	985,734	473,992	476,953	613,914	2,550,593	1,899
Long-term debt, net of current portion (Note 6)	11,640,000	3,826,047	-	336,175	15,802,222	-
Total Liabilities	12,625,734	4,300,039	476,953	950,089	18,352,815	1,899
NET POSITION (deficit)						
Net Investment						
in capital assets	9,586,498	7,354,257	1,354,409	2,961,485	21,256,649	-
Restricted	6,237,715	201,531	1,365,845	501,252	8,306,343	-
Unrestricted	4,577,953	1,292,257	4,245,853	481,837	10,597,900	-
Total net position	\$ 20,402,166	\$ 8,848,045	\$ 6,966,107	\$ 3,944,574	\$ 40,160,892	\$ (303,527)

The notes to financial statements are an integral part of this statement.

CITY OF FALLS CITY, NEBRASKA
STATEMENT OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Business Type Activities - Enterprise Funds				Governmental Activities-Internal Service Fund
	Electric Fund	Water Fund	Gas Fund	Sewer Fund	Totals
Operating Revenues:					
Charge for services / Sales	\$ 7,669,568	\$ 1,669,211	\$ 3,007,588	\$ 1,248,805	\$ 13,595,172
Total Operating Revenues	7,669,568	1,669,211	3,007,588	1,248,805	13,595,172
Operating Expenses:					
General and administrative	614,125	892,993	807,560	943,876	3,258,554
Distribution	783,464	29,542	339,028	-	1,152,034
Depreciation	923,232	394,536	111,697	247,723	1,677,188
Production	4,266,866	303,445	1,340,366	-	5,910,677
Total Operating Expenses	6,587,687	1,620,516	2,598,651	1,191,599	11,998,453
Income (Loss) from Operations	1,081,881	48,695	408,937	57,206	1,596,719
Nonoperating Revenues (Expenses):					
Interest revenue	499,541	-	90,147	21	589,709
Interest expense	(251,518)	(56,138)	-	(480)	(308,136)
Miscellaneous / Merchandise Sales / Grants	(1,413,385)	653,502	(76,442)	5,914	(830,411)
Total Nonoperating Revenues (Expenses)	(1,165,362)	597,364	13,705	5,455	(548,838)
Change in net position	(83,481)	646,059	422,642	62,661	1,047,881
Total net position (deficit) - beginning	20,485,647	8,201,986	6,543,465	3,881,913	39,113,011
Total net position (deficit) - ending	\$ 20,402,166	\$ 8,848,045	\$ 6,966,107	\$ 3,944,574	\$ 40,160,892
					\$ (303,527)

The notes to financial statements are an integral part of this statement

CITY OF FALLS CITY, NEBRASKA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Business Type Activities - Enterprise Funds				Governmental Activities-Internal Service Fund
	Electric Fund	Water Fund	Gas Fund	Sewer Fund	Total
CASH FLOWS FROM OPERATING ACTIVITIES:					
Cash received from customers	\$ 7,253,012	\$ 3,042,981	\$ 3,025,933	\$ 1,307,649	\$ 14,629,545
Cash payments for operating costs	(4,528,250)	(741,902)	(1,681,997)	(359,108)	\$ (7,311,257)
Cash payments to employees	(1,004,617)	(520,960)	(569,363)	(407,148)	\$ (2,502,088)
Net Cash Provided (Used) by Operating Activities	1,720,145	1,780,119	774,573	541,363	4,816,200
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:					
Proceeds/(Payments) from/to loans	-	(42,531)	-	(135,725)	(178,256)
Purchases and construction of capital assets	(2,256,120)	(459,326)	(497,641)	(138,274)	(3,351,361)
Interest and principal paid on capital debt	(1,131,839)	(56,138)	-	-	(1,187,977)
Net Cash Provided (Used) by Capital and Related Financing Activities	(3,387,959)	(557,995)	(497,641)	(273,999)	(4,717,594)
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchase of investments	-	-	-	-	-
Sale of investments	308,165	-	3,950,241	804,971	5,063,377
Interest and dividends / Grants	499,541	248,898	90,147	21	838,607
Net Cash Provided (Used) by Investing Activities	807,706	248,898	4,040,388	804,992	5,901,984
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:					
Cash received from operating and equity transfers	380,000	-	-	-	380,000
Net Increase (Decrease) in Cash	6,295,810	1,471,022	4,317,320	1,072,356	13,156,508
Cash at beginning of the year	2,039,013	(286,031)	1,479,956	177,698	3,410,636
Cash at end of the year	8,334,823	(1,184,991)	5,797,276	1,250,054	16,567,144
Reconciliation of operating income (loss) to net cash provided (used) by operating activities:					
Net operating income (loss)	1,081,881	48,695	408,937	57,206	1,596,719
Adjustments to reconcile operating income to net cash provided (used) by operating activities:					
Depreciation expense	923,232	394,536	111,697	247,723	1,677,188
(Increase) decrease in receivables	(416,556)	1,373,770	18,345	(58,814)	916,745
(Increase) decrease in inventory	152,412	(35,618)	17,338	-	134,132
Increase (decrease) accrued expense & other liabilities	570	(1,264)	20,314	7,171	26,791
Increase (decrease) in accounts payable	(21,394)	-	197,942	288,077	464,625
Net adjustments	638,264	1,731,424	365,636	484,157	3,219,481
Net cash provided (used) by operating activities	\$ 1,720,145	\$ 1,780,119	\$ 774,573	\$ 541,363	\$ 4,816,200

The notes to financial statements are an integral part of this statement.

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

REPORTING ENTITY

The accompanying financial statements present the government of the City of Falls City, Nebraska (City). The City considered whether certain separate legal entities should be included as component units in the City's financial statements under Generally Accepted Accounting Principles (GAAP). The City reports the following one entity as a discretely presented component unit.

DISCRETELY PRESENTED COMPONENT UNITS

Main Street Falls City, Inc. is a legally separate, tax-exempt component unit of the City of Falls City. Main Street acts primarily as an organization to supplement the resources that are available to the City in support of economic development in the downtown area only. Although the City does not have complete control over the timing or amount of all receipts from Main Street, the majority of resources, or income thereon, which Main Street holds and invests, are for the future economic development of the City's downtown area. Because the majority of resources held by Main Street can only be used for the benefit of downtown Falls City, Main Street is considered a component unit of the City and is discretely presented in the City's financial statements.

During the year ended September 30, 2024, Main Street Falls City, Inc. collected \$20,000 from the City for economic development purposes. Complete financial statements for Main Street Falls City, Inc. can be obtained at 1705 Stone Street, Falls City, Nebraska 68355.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements (i.e. the statement of net assets and the statement of activities) report information on all of the activities of the primary government and its discretely presented component unit. The material effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on user fees and charges.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

Government-wide financial statements are reported using the *total economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when transactions occur and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized when they are susceptible to accrual - both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, including interest on long-term debt, as well as expenditures related to compensated absences and claims, and judgments are recorded only when payment is due.

Property taxes, sales taxes, highway user fees, interdepartmental charges, intergovernmental revenues, and interest associated with the current fiscal period are all considered to be susceptible to accrual. Special assessments are recorded as revenues in the year the assessments become current. Annual installments not yet due are reflected as special assessment receivables and deferred revenues. Other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The General Fund finances the day-to-day operation of the basic governmental activities, as follows:

Administration	Police Department Fund
Fire Department Fund	Street Department Fund
Park Fund	Auditorium Fund
Animal Control Fund	Senior Center Fund
CRA Fund	Solid Waste Fund
Tree Board Fund	E911 Fund
911 Emergency Fund	Library Fund
Library Trust Fund	Cemetery Fund
Airport Fund	DTR Reuse Fund

The Economic Development Fund accounts for economic developments to the city.

The HUD Trust Fund accounts for housing development for the city.

The Capital Improvement Fund accounts for capital improvements for the City, other than the above specified purposes.

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The City reports the following major enterprise funds:

The Sewer Fund accounts for the activities of the City's wastewater collection system.

The Water Fund accounts for the activities of the City's water production & distribution operations.

The Electric Fund accounts for the activities of the City's electric production & distribution operations.

The Gas Fund accounts for the activities of the City's natural gas distribution operations.

Additionally, the City reports the following fund type:

The Internal Service Fund accounts for mechanical repairs provided to governmental and enterprise funds on a cost reimbursement basis.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds and internal service fund are charges to customers for goods and services. Operating expenses include the cost of sales and service, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use unrestricted resources first, then restricted resources as they are needed.

ASSETS, LIABILITIES, AND NET ASSETS OR EQUITY

Deposits and Authorized Investment

Cash and certificates of deposit are specifically identified within the funds.

The City may invest in certificates of deposit, in time deposits, and in any securities in which the city clerk is authorized to invest pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act and as provided in the authorized investment guidelines of the Nebraska Investment Council in effect on the date the investment is made.

Receivables and Payables

Noncurrent portions of long-term receivables due to governmental funds are reported on their balance sheets, in spite of their spending measurement focus. Special reporting treatments are used to indicate, however, that they should not be considered "available spendable resources," since they do not represent current assets. Recognition of governmental fund revenues represented by noncurrent receivables generally is deferred until they become current receivables.

Because of their spending measurement focus, expenditure recognition for governmental funds excludes amounts represented by noncurrent liabilities. Since they do not affect current assets, such long-term amounts are not recognized as governmental fund expenditures or fund liabilities.

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Inventories

All inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Amounts of governmental fund inventories are offset by a fund balance reserve to indicate that they do not represent "available spendable resources".

Restricted Assets

Certain proceeds of the enterprise funds revenue bonds and resources set aside for their repayment are classified as restricted assets on the statement of net assets because their use is limited by applicable bond covenants. Assets included in the Bond Principal and Interest Account and the Bond Reserve Account are restricted for the payment of bond principal and interest. Assets included in the Depreciation Account are restricted for purposes including improvements, repairs and replacements, acquisition of equipment, and the payment of bond principal and interest.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads bridges, drainage systems, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$1,500 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalization value of the assets constructed.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	10-50
Improvements	5-40
Infrastructure	20-100
Equipment	2-20
Utility Plant	30-40

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Compensated Absences

City employees generally earn vacation days at a variable rate based on years of service and the employees' bargaining unit contract. In the event of termination, an employee is reimbursed for accumulated vacation time up to a maximum allowed by the employees' bargaining unit contract.

Employees earn sick leave at the rate of one day per month with total accumulation limits established by the employees' bargaining unit. Upon retirement, depending on the age specified by the employees' bargaining unit contract, the employee is reimbursed directly for one-fourth of their accumulated sick leave.

Vacation leave and other compensated absences with similar characteristics are accrued as the costs are incurred if the leave is attributable to past service and it is probable that the City will compensate the employees for such benefits. Sick leave and other compensated absences with similar characteristics are accrued as the costs are incurred only to the extent it is probable that the City will compensate the employees for such benefits through cash payments conditioned on the employees' terminations or retirements. Such accruals are based on current salary rates and include salary related payments directly and incrementally associated with payments made for compensated absences on termination.

All vacation and sick leave is accrued when incurred in the government wide and proprietary fund financial statements. In the governmental funds, only compensated absences expected to be liquidated with expendable available financial resources are recorded as a fund liability.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt using the bonds-outstanding method.

Governmental fund financial statements recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as another financing source. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as current expenditures.

Fund Balance Classifications

Under GASB Statement #54, Fund Balances for governmental funds are classified to show the hierarchy of constraints on how resources can be spent. The following are utilized by the City: Non-spendable; not in spendable form, Restricted; externally imposed by creditors, Committed; formal actions of the government's highest level of decision making authority, Assigned; shows City's intent to be used for specific purpose, Unassigned; residual in General Fund.

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Position Classifications

Net position is classified into three components – net investment in capital assets, net of related debt; restricted; and unrestricted. These classifications are defined as follows:

Net Investment in capital assets – This component of net position consists of capital assets, net of accumulated depreciation, and unamortized bond issuance costs reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt.

Restricted – This component of net position consists of restrictions placed on net assets use through external constraints imposed by creditors (such as debt covenants), contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component consists of net position that do not meet the definition of “restricted” or “net investment in capital assets.”

BUDGET COMPARISONS

Nebraska Statutes (Section 23-923) require the preparation of budgets on a cash basis rather than on the modified accrual basis of accounting used in the preparation of the accompanying financial statements. Accordingly, required budget comparisons for the general fund are presented on a statutory budgetary basis in the accompanying required supplementary information of the City's annual financial report.

BUDGET PROCESS AND PROPERTY TAXES

The City follows these procedures in establishing the budgetary data reflected in the accompanying required supplementary schedule to these financial statements:

1. Annual budgets are adopted on the basis of cash receipts and disbursements which is a comprehensive basis of accounting other than generally accepted accounting principles, for all governmental funds. All annual appropriations lapse at fiscal year-end.
2. Prior to September 20, the budget is legally enacted through the passage of an ordinance and submitted to the Auditor of Public Accounts of the State of Nebraska, together with the amount of property tax to be levied.
3. Prior to September 1, the City Administrator submits to the City Council a proposed operating budget for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them.
4. Public hearings are conducted to obtain taxpayer comments.
5. The appropriated budget is prepared by fund, function, and department. The City Administrator may make transfers of appropriations within a department. Transfers of appropriations between departments require the approval of the City Council. The legal level of budgetary control is at the department level.

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

BUDGET PROCESS AND PROPERTY TAXES (Continued)

6. If it becomes apparent during the fiscal year that either the receipts of the current fiscal year for any fund shall be insufficient or additional costs are to be incurred that were not anticipated at the time the budget was approved, the City Council may propose to supplement the previously adopted budget and shall conduct a public hearing on such proposal. If the supplemental budget is approved, a copy is then filed with the Auditor of Public Accounts and the additional tax, if any, may be levied.
7. The property tax requirement resulting from the budget process is utilized by the County Assessor to establish the tax levy.

The Property Tax Calendar is as follows:

	<u>Real Estate Tax</u>	<u>Personal Property Tax</u>
Levy Date	October 15	October 15
Due Date	December 31	December 31
Collection Date	First Half – May 1	May 1
	Second Half – September 1	September 1
Lien Date	December 31	December 31

All property taxes are recognized in the governmental funds when such revenue becomes measurable and available. Property taxes receivable as of September 30, 2024 are composed of the following:

General	<u>\$32,193</u>
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RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors or omissions; injuries to employees and to the public; or acts of God. For the year ended September 30, 2024, the City has approved insurance coverage through Berkshire Hathaway Company and Cincinnati Insurance Company with the local agent being Miller Monroe Farrell Insurance Agency. The City's insurance coverage is as follows for various insurance policies:

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

RISK MANAGEMENT (Continued)

General Liability exposure is \$1,000,000 each occurrence with a \$2,000,000 aggregate limit; the Umbrella Liability coverage is an additional \$5,000,000 occurrence with a \$5,000,000 aggregate limit with a \$2,500 deductible; Public Officials Errors and Omission exposure is \$1,000,000 per loss with a \$2,000,000 aggregate limit with a \$2,500 deductible per loss; the Commercial Property exposure is listed \$24,941,111; the Commercial Output Policy exposure covers a total of \$212,817; the Inland marine Policy for contractors equipment and equipment in general is listed at \$2,147,070 with \$1,000 deductible; the Fleet and Auto Policy exposure is up to \$1,000,000 liability per occurrence; the Workers' Compensation Policy, as required by State law, covers bodily injury by accident for \$500,000 each accident and \$500,000 per person aggregate limit.

Workers' Compensation is covered by a policy which provides statutory limits for the City's insurance company to follow, and the City is a reimbursable employer to the Nebraska Department of Labor. The Unemployment Trust fund has been designated for the purpose of reimbursing the State of Nebraska for unemployment benefits paid by the State.

The City's current insurance policy is bid every three years with the policy renewed and paid each year, which will end as of September 30, 2024. The Nebraska Political Torte Claims Act limits the City's liability for tort claims to \$1,000,000 per individual and \$2,000,000 policy aggregate. Settled claims have not exceeded coverage in any of the past three fiscal years.

The City annually reviews all insurance policies with the current carrier to analyze if any additions or deletions need to be made for any future years.

NOTE 2: DEPOSITS

Summary of Deposit Balances

Following is a reconciliation of the City's deposit balances as of September 30, 2024:

<u>Bank Balance</u>	<u>Deposits</u>
Demand deposits	\$ 20,666,613
Certificates of deposit & investments	155,392
Total	<u>\$ 20,822,005</u>
	<u>Government-wide Statement of Net Assets</u>
<u>Carry Value</u>	
Cash	\$ 19,130,768
Certificates of deposit & investments	199,449
Restricted assets (noncurrent):	
Bond Reserve	-
Depreciation fund	-
Capital improvement fund	-
Customer deposits	-
Total restricted assets (noncurrent)	<u>-</u>
Total	<u>\$ 19,330,217</u>

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 2: DEPOSITS (Continued)

Custodial Credit Risk

The total bank balance, was insured through the Federal Depository Insurance Corporation (FDIC). The remaining balances were collateralized with pooled securities held by the financial institutions' trust departments in the City's name.

Investment Policy

The City's investment policy, in compliance with state statutes, authorizes the Treasurer to invest in the following:

- Commercial paper rated A-1 by Standard & Poor's Corporation or P-1 by Moody's Commercial Paper Record
- Mutual funds
- Negotiable certificates of deposit
- Obligations of federal agencies or U.S. government-sponsored enterprises

Credit Risk – for deposits and investments, credit risk is the risk that a bank or other counterparty defaults on its principals and/or interest payments owed to the City.

Interest Rate Risk – for deposits and investments, interest rate risk is the risk that the value of deposits and investments will decrease as a result of a rise in interest rates.

NOTE 3: NOTES RECEIVABLE

Economic Development Re-Use Plan

The City has established an Economic Development Re-Use Plan whereby Community Development Block Grant (CDBG) proceeds are loaned to local businesses for economic expansion. All loan repayments and interest earned on account balances will be re-utilized by the re-use plan fund for other economic development rehabilitation loans. The assets of the re-use plan are included in the governmental funds of the City.

As of September 30, 2024, the City's re-use plan notes receivable consisted of the following:

Notes Receivable

Note Receivable of \$300,000 in Interdepartmental loan to Airport from Capital Improvement Sinking to be paid back as funds are available.	\$300,000
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Notes receivable from an individual original loan amount \$12,498; dated May 1, 2015; Maturity date May 1, 2025; 0% interest. Borrower is to make 120 monthly installments of \$99.98 beginning May 1, 2015; secured by a deed of trust.	<u>\$6,199</u>
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Total Notes Receivable	<u>\$306,199</u>
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CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 4: CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2024, was as follows:

Governmental Activities

	Beginning Balances	Increases	Decreases	Ending Balances
Capital assets not being depreciated:				
Land	703,274	-	-	703,274
Capital assets being depreciated:				
Buildings and improvements	11,112,405	9,050	(194,160)	11,315,615
Infrastructure, equipment and vehicles	19,825,415	1,614,925	-	21,440,340
Total capital assets being depreciated	30,937,820	1,623,975	(194,160)	32,755,955
Less accumulated depreciation for:				
Buildings and improvements	8,778,347	338,012	(225,768)	9,342,127
Infrastructure, equipment and vehicles	12,686,676	647,095	-	13,333,771
Total accumulated depreciation	21,465,023	985,107	(225,768)	22,675,898
Total capital assets being depreciated, net	9,472,795	638,868	(225,768)	10,337,431
	10,176,071	638,868	31,608	10,846,547

Depreciation expense was charged to functions as follows:

Government Activities:

General government	\$195,993
Public safety	89,451
Street and alleys	132,480
Community development	11,475
Airport	290,505
Culture and recreation	240,750
Cemetery	1,554
Total	<u>\$962,208</u>

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 4: CAPITAL ASSETS (Continued)

Business-Type Activities

Electric	Beginning Balances	Increases	Decreases	Ending Balances
Capital assets not being depreciated:				
Land & Work In Process	\$ 2,055,005	\$ 2,200,681	\$ -	\$ 4,255,686
Capital assets being depreciated:				
Buildings and improvements	1,518,644	-	-	1,518,644
Infrastructure, equipment and vehicles	35,506,197	50,803	-	35,557,000
Total capital assets being depreciated	37,024,841	50,803	-	37,075,644
Less accumulated depreciation for:				
Buildings and improvements	1,409,376	-	-	1,409,376
Infrastructure, equipment and vehicles	17,176,764	(923,692)	-	16,253,072
Total accumulated depreciation	18,586,140	(923,692)	-	17,662,448
Total capital assets being depreciated, net	18,438,701	(923,692)	-	17,515,009
Electric capital assets, net	\$ 20,493,706	\$ 1,276,989	\$ -	\$ 21,770,695

Water	Beginning Balances	Increases	Decreases	Ending Balances
Capital assets not being depreciated:				
Land and construction in progress	\$ 553,748	\$ -	\$ -	\$ 553,748
Capital assets being depreciated:				
Buildings and improvements	4,681,445	(303,362)	-	4,378,083
Infrastructure, equipment and vehicles	12,886,947	1,327,290	-	14,214,237
Total capital assets being depreciated	17,568,392	1,327,290	-	18,592,320
Less accumulated depreciation for:				
Buildings and improvements	1,629,433	74,513	-	1,703,946
Equipment and vehicles	5,629,460	320,022	-	5,949,482
Total accumulated depreciation	7,258,893	394,535	-	7,653,428
Total capital assets, being depreciated, net	10,309,499	932,755	-	10,938,892
Water capital assets, net	\$ 10,863,247	\$ 932,755	\$ -	\$ 11,492,640

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 4: CAPITAL ASSETS (Continued)

Business-Type Activities (Continued)

Gas	Beginning Balances	Increases	Decreases	Ending Balances
Capital assets being depreciated:				
Land	\$ 297,854	\$ -	\$(265,830)	\$ 297,854
Buildings and improvements	720,636	-	(484,588)	236,048
Infrastructure, equipment and vehicles	3,651,410	497,641	-	4,149,051
Total capital assets being depreciated	4,372,046	497,641	(484,588)	4,385,099
Less accumulated depreciation for:				
Buildings and improvements	720,636	-	-	720,636
Infrastructure, equipment and vehicles	2,230,381	111,697	-	2,342,078
Total accumulated depreciation	2,951,017	111,697	-	3,062,714
Total capital assets, being depreciated, net	1,421,029	(111,697)	-	1,322,385
Gas capital assets, net	\$ 1,718,883	\$ 385,944	\$(750,418)	\$ 1,354,409

Sewer	Beginning Balances	Increases	Decreases	Ending Balances
Capital assets not being depreciated:				
Land	\$ 95,484	\$ 487,663	\$ -	\$ 583,147
Capital assets being depreciated:				
Buildings and improvements	328,288	300,825	-	629,113
Infrastructure, equipment and vehicles	7,609,556	-	650,214	6,959,342
Total capital assets being depreciated	7,937,844	300,825	650,214	7,588,455
Less accumulated depreciation for:				
Buildings and improvements	194,193	-	-	194,193
Infrastructure, equipment and vehicles	4,255,289	280,635	-	4,535,924
Total accumulated depreciation	4,449,482	280,635	-	4,730,117
Total capital assets, being depreciated, net	3,488,362	507,853	-	2,858,338
Sewer capital assets, net	3,583,846	507,853	650,214	3,441,485

Depreciation expense was charged to functions as follows:

<u>Business-type Activities:</u>	
Electric	\$ 923,232
Water	394,536
Gas	111,697
Sewer	247,723
Total	<u>\$1,677,188</u>

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 5: LONG-TERM OBLIGATIONS

	Beginning Balance	Additions	Redemptions	Ending Balance	Due Within One Year
Governmental activities:					
General obligation paving bonds	840,000	-	70,000	770,000	75,000
Business-type activities:					
Revenue Bonds					
Series 2021 - Sewer Fund	240,000	-	(135,725)	104,275	104,275
Series 2023 - Sewer Fund	576,394	-	(200,669)	375,725	39,550
Series 2021 - Electric Fund	4,425,000	-	(195,000)	4,230,000	235,000
Series 2017 - Electric Fund	3,215,000	-	(175,000)	3,040,000	180,000
Series 2019 - Water Fund	2,680,000	-	(200,000)	2,480,000	205,000
Series 2023 - Water Fund	1,531,115	-	(42,531)	1,488,584	80,585
Series 2020 - Water Fund	-	169,799	-	169,799	22,274
Series 2022 - Electric Fund	2,095,000	-	(165,000)	1,930,000	180,000
Series 2023 - Electric Fund	3,035,000	-	-	3,035,000	-
Total Revenue Bonds	17,797,509	169,799	(1,113,925)	16,853,383	1,046,684

The following is a summary of changes in long-term debt for the period ending September 30, 2024:

Capital Improvement Sinking Fund

The City issued General Obligation Paving Bonds, on November 29, 2022, in the amount of \$840,000. These bonds outstanding for the 33rd Street Capital Improvement. The interest rate varies. Interest is paid semi-annually on May 15 and November 15, with principal payments due on November 15. The balance at September 30, 2024 was \$770,000.

Water Department

On November 11, 2019, the City issued General Obligation Refunding Bonds, Series 2019, in the amount of \$3,260,000, with interest rates ranging from 1.55% to 2.60%. These bonds were issued for the purpose of refunding the loan with the Nebraska Department of Environmental Quality (NDEQ), dated December 21, 2015. Interest on the Series 2019 General Obligation Refunding Bonds is paid semi-annually on June 15 and December 15, with principal payments due on December 15, starting in 2021. The balance at September 30, 2024 is \$2,480,000.

Water Department

The City entered into a State Revolving Loan agreement with the Nebraska Department of Environment & Energy for \$1,531,115 on April 28, 2021. The original loan was \$1,700,770 with \$300,136 which was forgiven. This is a 20 year loan at 0% interest. The semi-annual payments are due June 15th and December 15th at \$42,531 each. The balance at September 30, 2024 was \$1,488,584.

Water Department

The City entered into a State Revolving Loan agreement with Nebraska Department of Environment & Energy for \$225,000 on May 28, 2020. This is a 10 year loan at .50% interest. Semi-Annual payments are due June 15th and December 15th. The balance at September 30, 2024 was \$169,799.

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 5: LONG-TERM OBLIGATIONS (Continued)

Sewer Department:

The City issued Combined Utilities Revenue Refunding Bonds, Series 2016, (Refinanced 6/3/2021) on August 26, 2016, in the amount of \$970,000. The proceeds of these bonds were used to refund long-term debt with the Nebraska Department of Environmental Quality (NDEQ), to obtain a better interest rate and to finance a new generator at the Power Plant. The City decided to buy down the loan and reduce the amortization schedule by a year. The interest rate varies from .70% to 1.80%. Interest is paid semi-annually on June 15 and December 15, with principal payments due on December 15. The balance at September 30, 2024 is \$104,275.

Electric Department:

The City issued Combined Utilities Revenue Bonds, Series 2016, (Refinanced 6/3/2021) on August 26, 2016, in the amount of \$5,975,000. The proceeds of these bonds were used for the financing of a Wartsila engine and generator. The annual interest rate varies from 0.85% to 3.25%. Interest is paid semi-annually on June 15 and December 15, with principal payments due December 15. The balance at September 30, 2024 is \$4,230,000.

Electric Department:

The City issued Combined Utilities Revenue Bonds, Series 2017, on August 22, 2017, in the amount of \$4,300,000. The proceeds of these bonds were used for an Electric Department project. The annual interest rate varies from 1.10% to 3.50%. Interest is paid semi-annually on June 15 and December 15, with principal payments due on December 15. The balance at September 30, 2024 is \$3,040,000.

Electric Department:

The City issued Combined Revenue Utility Bond, Series 22 and 23 during the year 2022/2023, in October 2023. The proceeds were used for improvement of infrastructure of the Electric Department. Interest is paid semi-annually on May 15th and November 15th, with principle due November 15th. The balance at September 30, 2024 was \$4,965,000.

The annual debt service requirements to maturity, including principal and interest, for long-term debt at September 30, 2024, are as follows:

Year Ending September 30.	Business-Type Activities		Governmental-Type Activities	
	Bonds		Bonds	
	Principal	Interest	Principal	Interest
2025	1,022,859	449,847	75,000	30,889
2026	1,007,971	382,189	75,000	28,020
2027	1,048,083	365,046	80,000	24,999
2028	1,063,195	338,369	80,000	21,738
2028/2033	5,928,484	1,285,445	460,000	52,319
2033/2038	4,697,925	695,690	-	-
2038/2043	2,084,866	202,925	-	-
	<u>16,853,383</u>	<u>3,719,511</u>	<u>770,000</u>	<u>157,965</u>

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 6: UNEMPLOYMENT FUND

During 1978, the City elected to be a reimbursable employer for Nebraska State Unemployment Compensation purposes. The City will reimburse the state for all state unemployment compensation claims paid. As of September 30, 2024, the City's Unemployment Fund had a balance of \$120,875, which consisted of cash and investments. The City has not determined the potential liability for claims which may be filed in the future.

NOTE 7: DEFINED CONTRIBUTION PENSION PLANS

The City provides pension benefits for all its full-time employees through two defined contribution plans. One plan pertains to the City's police officers, and one plan pertains to the City's General employees.

In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Employees are eligible to participate 6 months after their date of employment. State statutes require the following contributions be made:

PERCENTAGE OF MONTHLY BASE SALARY

	<u>Employee's Share</u>	<u>City's Share</u>
Police Officers	6.0%	6.0%
Management Employees	6.0%	6.0%
Dispatching	6.0%	6.0%
All other Employees	6.0%	6.0%

The City also makes voluntary contributions to the defined contribution plans. As of September 30, 2024, there were 76 employees enrolled in the plan.

The City's contributions to these plans, along with interest allocated to each employee's account, are fully vested after 5 years of continuous service.

The City's contributions to these plans were calculated using the base salary amounts for each employment description. Both the City and the covered employees made the required contributions, as well as some voluntary contributions. The City's total contribution to these plans was \$450,502 for the year ended September 30, 2024.

CITY OF FALLS CITY, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 8: SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 13, 2025, the date the financial statements were available to be issued.

NOTE 9: TAX ABATMENTS

The City is subject to tax abatements granted by the City of Falls City Community Redevelopment Authority, a component unit for the City, who has entered into tax increment financing (TIF) agreements with various redevelopers. This TIF program has the stated purpose of increasing business activity and employment in the community.

Under the TIF program, redevelopers can apply for TIF financing whereby the property tax they pay on the increased valuation of property under a TIF agreement is returned to the redeveloper by the CRA to finance the project for a period of up to 15 years.

Information relevant to the abatements impacting the City for the year ended September 30, 2024 is as follows:

<u>Tax Abatement Program</u>	<u>Amount Abated During the Year</u>
Tax Increment Financing	\$15,359

REQUIRED SUPPLEMENTAL INFORMATION

CITY OF FALLS CITY, NEBRASKA
 SCHEDULE OF REVENUES, EXPENDITURES, AND
 CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - BUDGETARY BASIS
 GENERAL FUND
 FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts	Budget to GAAP	Actual Amounts
	Original	Final	Budgetary Basis	Differences Over (Under)	GAAP Basis
Revenues:					
Property and city taxes	\$ 2,849,838	\$ 2,849,838	\$ 3,758,156	\$ -	\$ 3,758,156
Fines and forfeits	3,695	3,695	1,270	-	1,270
Licenses, fees, and permits	76,250	76,250	122,634	-	122,634
Intergovernmental	2,173,867	2,173,867	2,046,368	-	2,046,368
Charges for services	134,800	134,800	104,105	-	104,105
Sale of property/supply	500	500	191,649	-	191,649
Interest/Dividends	2,930	2,930	89,847	-	89,847
Rent	122,741	122,741	18,755	-	18,755
Contributions	7,550	7,550	45,125	-	45,125
Miscellaneous	12,300	12,300	69,130	-	69,130
Total Revenues	5,384,471	5,384,471	6,447,039	-	6,447,039
Expenditures:					
General government	465,329	465,329	764,137	195,993	960,130
Public safety	1,783,148	1,783,148	1,721,110	1,046,424	2,767,534
Street and alley	1,964,012	1,964,012	812,111	-	812,111
Airport	450,250	450,250	173,111	89,451	262,562
Cemetery	107,108	107,108	131,296	249,750	381,046
Culture and recreation	1,131,232	1,131,232	942,075	-	942,075
HUD Capital Outlay	1,388,750	1,388,750	292,881	-	292,881
Capital Outlay	-	-	1,905,938	-	-
Community development	-	-	808,871	-	808,871
Total Expenditures	7,289,829	7,289,829	7,551,530	1,581,618	7,227,210
Excess (deficiency) of revenues over expenditures	(1,905,358)	(1,905,358)	(1,104,491)	(1,581,618)	(780,171)
Other Financing Sources (Uses):					
Transfers in	-	-	495,371	-	495,371
Transfers out	-	-	(495,371)	-	(495,371)
Total other financing sources and uses	-	-	-	-	-
Net change in fund balance	(1,905,358)	-	(1,104,491)	(1,581,618)	289,850
Fund balances - beginning	-	-	3,798,617	(135,144)	3,046,493
Fund balances - ending	\$ (1,905,358)	\$ -	\$ 2,694,126	\$ (1,716,762)	\$ 3,336,343

Explanation of differences: (1) The City budgets for claims and compensated absences only to the extent expected to be paid, rather than on the modified accrual basis. (2) The amount reported as "fund balance" on the budgetary basis of accounting derives from the basis of accounting used in preparing the City's budget. (See Note 1 for a description of the City's budgetary accounting method.) This amount differs from the fund balance reported in the statement of revenues, expenditures, and changes in fund balances because of the cumulative effect of transactions such as those described above.

SUPPLEMENTAL INFORMATION

B-1

CITY OF FALLS CITY, NEBRASKA
 COMBINING BALANCE SHEETS
 NONMAJOR GOVERNMENTAL FUNDS
 30-Sep-24

	<u>Steele Cemetery</u>	<u>Library Project</u>	<u>Unemploy- ment</u>	<u>Total 2024</u>
ASSETS				
Certificate of Deposits	\$ 374,036	\$ 44,975	\$ 120,875	\$ 539,886
Total Assets	<u>374,036</u>	<u>44,975</u>	<u>120,875</u>	<u>539,886</u>
LIABILITIES AND FUND BALANCE				
Liabilities:				
Accounts Payable	-	-	-	-
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances:				
Restricted	374,036	-	-	374,036
Committed	-	44,975	120,875	165,850
Total Fund Balances	<u>374,036</u>	<u>44,975</u>	<u>120,875</u>	<u>539,886</u>
Total Liabilities and Fund Balances	<u>\$ 374,036</u>	<u>\$ 44,975</u>	<u>\$ 120,875</u>	<u>\$ 539,886</u>

CITY OF FALLS CITY, NEBRASKA
 COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
 IN FUND BALANCES - NON-MAJOR GOVERNMENTAL FUNDS
 30-Sep-24

	Steele Trust Cemetery	Library Project	Unemployment	Total 2024
Revenues:				
Intergovernmental/Grants	-	-	-	-
Local	10,500	-	-	10,500
Total Revenues	<u>10,500</u>	<u>-</u>	<u>-</u>	<u>10,500</u>
Total Expenditures	<u>-</u>	<u>7,152</u>	<u>-</u>	<u>7,152</u>
Excess (deficiency) of revenues over expenditures	<u>10,500</u>	<u>(7,152)</u>	<u>-</u>	<u>3,348</u>
Other Financing Sources				
Interest Income	3,234	-	166	3,400
Net change in fund balance	13,734	(7,152)	166	6,748
Fund balance at beginning of year	<u>360,302</u>	<u>52,127</u>	<u>120,709</u>	<u>533,138</u>
Fund balance at end of year	<u>\$ 374,036</u>	<u>\$ 44,975</u>	<u>\$ 120,875</u>	<u>\$ 539,886</u>

CITY OF FALLS CITY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2024

Federal Grantor and Program Title / Cluster	Assistance Listing Number	Pass Through Entity Identification Number	Federal Expenditures
<u>Department of Transportation:</u>			
Pass-through Nebraska Department of Transportation:			
Airport Improvement Program	20.106	3-31-0028-016	42,145
	20.106	3-31-0025-019	108,987
	20.106	3-31-0028-018	330,204
			<u>481,336</u>
<u>U.S. Environmental Protection Agency:</u>			
Pass-through Nebraska Department of Environment and Energy			
<u>SRF Cluster:</u>			
Capitalization Grant for Drinking Water-State Revolving Funds	66.458	495-D1-005	3,754
Total Clean Water State Revolving Fund Cluster			<u>3,754</u>
<u>Department of Treasury:</u>			
Coronavirus State & Local Fiscal Recovery Funds	21.027	COVID-19	178,610
<u>Housing & Urban Development</u>			
Pass-through Nebraska Department of Economic Development:			
Community Development Block Grants - Cluster	14.218	20-HO-36032	405,060
	14.218	23-DTR006	4,133
	14.218	CCCFF-23-03	25,566
Total Housing & Urban Development - Cluster			<u>\$ 434,759</u>
<u>U.S. Department of Agriculture</u>			
Rural Business Development Grant	10.351	12-1902-0-1-452	46,201
Total U.S. Department of Agriculture			<u>\$ 46,201</u>
Grand Total of Federal Awards			<u>\$ 1,144,660</u>

See Accompanying Notes to Schedule of Expenditures of Federal Awards

CITY OF FALLS CITY, NEBRASKA
ANNUAL FINANCIAL REPORT
NOTES TO SCHEDULE OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

REPORTING ENTITY

The accompanying schedule of expenditures of federal awards (the Schedule) is prepared on the cash basis of accounting in conformity with accounting principles generally accepted in the United States of America, includes the federal award activity of the City of Falls City under programs of the federal government for the year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City of Falls City, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City.

BASIS OF ACCOUNTING

- (1) Expenditures reported on the Schedule are reported on the cash basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance on other applicable regulatory guidance, wherein certain types of expenditures are not allowable or are limited as reimbursement.
- (2) The City has elected not to use the 10% de minimis indirect cost rate as allowed in the Uniform Guidance.

PASS THROUGH AWARDS

The City receives certain federal awards in the form of pass-through awards. Such amounts received as pass-through are specifically identified on the Schedule.



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Honorable Mr. Harkendorff, Mayor
Members of the City Council
City of Falls City, Nebraska
Falls City, Nebraska 68355

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and aggregate remaining fund information of the City of Falls City, Nebraska, as of and for the year ended September 30, 2024, which collectively comprise the City's basic financial statements and have issued our report thereon dated May 13, 2025.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Falls City, Nebraska's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies, and therefore, material weakness or significant deficiencies may exist that are not certified. We identified certain deficiencies in internal control, described in the accompanying Schedule of Findings and Questioned Costs as items 2024-01, 2024-002, 2024-003, 2024-004, 2024-005 that we consider to be a material weakness.

Compliance and Other Matters


As part of obtaining reasonable assurance about whether the City of Falls City, Nebraska's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, Finding 2024-002, 2024-003, 2024-004, 2024-005.

The City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Julie D. Bauman, CPA, P.C.
Falls City, Nebraska
May 13, 2025



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

The Honorable Mayor and City Council
City of Falls City, Nebraska

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited The City of Falls City, compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Julie D Bauman, CPA
Falls City, Nebraska
May 13, 2025



CITY OF FALLS CITY, NEBRASKA
ANNUAL FINANCIAL REPORT
SCHEDULE OF FINDINGS AND QUESTION COSTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

A. Summary of Audit Results
Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Are any material weaknesses identified? ☒ Yes ☐ No

Are any significant deficiencies identified
not considered to be material weaknesses? ☐ Yes ☒ No

Is any noncompliance material to financial
statements noted? ☒ Yes ☐ No

Federal Awards

Type of auditor's report issued on compliance for major programs: Unmodified

Internal control over major program compliance:

Are any material weaknesses identified? ☐ Yes ☒ No

Are any significant deficiencies identified
not considered to be material weaknesses? ☐ Yes ☒ No

Are any audit findings required to be reported
in accordance with 2 CFR Section 200.516(a) ☐ Yes ☒ No

Identification of major programs:

Department of Transportation:
Airport Improvement Program 20.103

Enter the dollar threshold used to distinguish between
Type A and Type B programs: \$750,000

Is the auditee qualified as a low-risk auditee? ☐ Yes ☒ No

B. Findings – Financial Statements Audit
None

C. Findings and Questioned Costs – Major Federal Award Programs Audit
None

CITY OF FALLS CITY, NEBRASKA
ANNUAL FINANCIAL REPORT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Finding 2024-001- Financial Reporting (Material Weakness)

Criteria – S1-208 Appointed Officials: Treasurer's Monthly Report

The municipal Treasurer shall at the end of each and every month and such other times as the Governing Body may deem necessary, render an account to the Governing Body under oath showing the financial state of the Municipality at that date, the amount of money remaining in each fund and the amount paid therefrom, and the balance of money remaining in the Treasury. He shall accompany the said account with a statement of all receipts and disbursements, together with all warrants redeemed, and paid by him. He shall also produce depository evidence that all Municipal money is in a solvent and going bank in the name of the Municipality. The City of Falls City is responsible for maintaining effective internal controls over their accounting records, account balances and financial statement disclosures. Accounting records should include a complete, balanced general ledger that records all transactions, supported by appropriate subsidiary records, to permit the preparation of accurate financial statements on a timely basis. Procedures should be implemented to ensure that balance sheet accounts are independently reviewed and reconciled to subsidiary records at least monthly.

Condition – For the year ended September 30, 2024, the City did not have an adequate control system in place to ensure the financials, general ledger balances and subsidiary ledgers reflected the correct account balances of the City on a monthly or annual basis. During the year, various financial statement accounts, such as accumulated depreciation, accounts receivables, allowances, capital assets, unearned revenues, expenses and fund balance and net position accounts were either incorrect or not reconciled timely. Also, we noted that the historical value for accumulated depreciation for the Gas and Electric Department was not on the balance sheet after the second set of financial statements was provided to us on February 3, 2025.

Cause – The city changed software programs in 2023 to Tyler Tech. When the initial import from the old software was moved into the new program the information had all revenues and expenses for the year 2023 rolled into the fiscal year 2024's income statements. Therefore, these statements were all overstated. At our request the City Administrator backed out the old numbers from the software.

Effect – An ineffective financial close process and delay in reconciling general ledger accounts makes it much more difficult for the City's management to prevent and detect potential fraudulent or improper activity, thus greatly increasing the City's risks of fraud and errors. Also, financial decision making, budget preparation and the Treasurer's report would have been inaccurate if these original financials were utilized.

Recommendation – We recommend the City continue to reevaluate and reinforce its internal control processes and to ensure monthly accounting reconciliations are performed and reviewed timely to produce accurate financial statements and reduce the City's risk of fraud, abuse, and errors.

Management Response

2024-001: The City of Falls City acknowledges the material weakness identified in the FY2024 audit regarding internal control deficiencies and delays in accurate financial reporting. These issues were significantly impacted by the transition to a new financial software system (Tyler Technologies) in 2023, which caused the misstatement of FY2024 financial statements due to the improper roll-forward of FY2023 revenues and expenses. The management staff recognizes that the current structure, where the City Administrator also serves as the Treasurer and Clerk, presents risks for workload strain, insufficient segregation of duties and diminished capacity to maintain ongoing financial reconciliation and reporting in line with best practices. To address this, management staff believes the City of Falls City should evaluate options to reinforce management capacity and ensure sustainability of internal controls by redelegation of treasurer/financial duties into existing administrative job descriptions. Reassignment of routine financial duties to administrative staff could be considered however, current job descriptions for administrative staff do not include financial responsibilities, and any reassignment would require formal revision of job descriptions, pay scale adjustments, and employee training programs. These changes must be negotiated in accordance with personnel policies and budget constraints.

CITY OF FALLS CITY, NEBRASKA
ANNUAL FINANCIAL REPORT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Finding 2024-002- Reporting Finding (Material weakness and Material Non-compliance)

Criteria – S1-918 states the Council shall, prior to the allowance of any claim against the municipality, examine and audit the same to determine whether it is in proper form, is correctly computed and is justly and legally due and payable and shall determine the proper fund from which the same is payable.

Condition and Context – The financial obligations and expenditures were not reported to the City Council in a timely manner or in the correct procedure process. During the fiscal year the claims were paid and sent out prior to the council's review and approval. It is the council's responsibility to review and approve the claims and deem them justifiable and legally due. Also, cash balances of funds were not presented to the council until April 18, 2025, and there was no record of the Treasurer's report showing the cash balances of the utility funds being reported at all during the fiscal year. There was no comparison of budgeted to actual expenses presented during the time frame audited.

Cause – The management failed to uphold the city code S1-918.

Effect – The Council was able to question claims but would not have the ability to hold them if deemed not justifiable or not legally due. The Council was unaware of their current standings with the budget items and financial statements for the fiscal year 2023-2024 because the Treasurer's reports were not presented as stated in finding 2024-001.

Recommendation – We recommend that all claims of the City not be mailed and paid before the final approval of the City Council. We recommend management present a detailed Treasurer's report for all funds of the City monthly and include the budget, revenues, expense and actual to-date each month to the Council. This report should include all fund balances within the city.

Management Response

- 2024-002: The City acknowledges that during the FY2023–2024 audit period, certain claims were paid and mailed prior to formal City Council review and approval, in violation of City Code S1-918. Following notification of the audit finding, the City immediately revised its internal process to ensure no checks are issued or mailed until the day after City Council has formally reviewed and approved the claims. This change ensures compliance with City Code S1-918. With the implementation of the City's new accounting software in 2023, the City shifted from one check run per month to two check runs per week to improve vendor payment timeliness and reduce late fees. City management recommends that the City of Falls City develop a formal claims processing policy, as one is not currently in place, to ensure procedures are clearly defined and fully aligned with the requirements of City Code.

CITY OF FALLS CITY, NEBRASKA
ANNUAL FINANCIAL REPORT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Findings 2024-003 Procurement (Material Weakness and Material Non-Compliance)

Criteria – The City of Falls City must follow the procurement standards in the purchasing policies and procedures set forth in the employee handbook. Department Heads may authorize purchases that do not exceed \$200 or more and must be accompanied by a purchase order. A draft policy was implemented by the Clerk that Department Heads may authorize purchases that do not exceed \$1500 and have been identified in the budget. The City Administrator must approve all purchases in excess of \$1500 but less than \$15,000. Purchases in excess of \$15,000 require City Council or governing body approval. Any purchase in excess of \$15,000 that was not secured by competitive bid and approved during the budget approval process requires approval of the City Council.

Condition – For the fiscal year audited there was a 2022 Ford F350 Super Duty purchased from Hullman's Ford on 5/31/24 that was originally approved for purchase as a 2023 F350. The 2023 F350 was never built and went back before the council on 12/4/23 for approval as a 2024 F350. The 2024 F350 was never purchased. On 5/31/24 a purchase agreement was signed for a 2022 used F350 that was never brought back before the council for approval in lieu of the two previously presented trucks. The purchase was presented to the council in the treasurer's report after the purchase agreement and check had been completed and submitted to Hullman's Ford.

Cause – The management failed to comply with the purchasing procedures set forth in the employee handbook and code S1-918. Furthermore, the City operated under a draft Proposal for Procurement based on Tyler Tech thresholds. This was not brought to the Council for approval.

Effect – The administration is out of compliance with the purchasing and procurement standards set forth in the employee handbook and operate under a draft procurement policy.

Recommendation – We recommend management continue to reevaluate and reinforce its internal control processes to ensure adequate supporting documentation is maintained for all costs charged to the municipality and council approval is sought before claims are processed and mailed out. A formal procurement policy needs to be officially adopted and put into the employee handbook. Our recommendation is to follow the policy set forth with the implementation of Tyler Tech.

Management Response

- 2024-003: City management acknowledges the finding regarding non-compliance with the City's purchasing and procurement procedures. The referenced vehicle purchase deviated from approved procurement processes, as the originally authorized vehicle was not delivered and an alternative vehicle was purchased without formal reauthorization by the City Council. Although the purchase was disclosed in the Treasurer's report, it did not follow the required approval process outlined in City Code and the employee handbook. Per City Code, the City Administrator is responsible for providing oversight of the City's purchasing program. To management knowledge, no formal, Council-approved procurement program had been adopted or implemented excluding the \$200 purchase order threshold outline in the employee Handbook. To begin standardizing purchasing practices and support the integration of the Tyler Technologies accounting system, a draft procurement policy was created to establish internal purchasing thresholds and workflow permissions including the basic \$200 Purchase order threshold. The City's previous accounting software did not include functionality for financial encumbrance tracking within the purchase order system. Purchase orders were issued and tracked using a simple numbering system, but they had no impact on financial reporting or budget visibility. This limited the City's ability to enforce meaningful budget controls or pre-approval mechanisms within the system. With the implementation of the Tyler Technologies accounting software, the purchase order module now performs financial encumbrance tracking, meaning that once a purchase order is entered and approved, it reserves budget funds and reflects in financial reports. This capability represents a significant improvement in internal financial control, transparency, and compliance. The draft procurement parameters were established during this software transition to activate basic purchasing permissions and thresholds while management developed more formal procedures. However, as noted, these parameters were not yet formally adopted as policy.

CITY OF FALLS CITY, NEBRASKA
ANNUAL FINANCIAL REPORT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Finding- 2024-004 Reporting/Minute Publications (Material Weakness & Material Non-Compliance)

Criteria - S1-206 and 19-1102 City Clerk or Village Clerk; proceedings of city council or village board of trustees: It shall be the duty of each city clerk or village clerk in every city or village having a population of not more than one hundred thousand inhabitants as determined by the most recent federal decennial census or the most recent revised certified count by the United States Bureau of the Census to prepare and publish the official proceedings of the city council or village board of trustees within thirty days after any meeting of the city council or village board of trustees. The publication shall be in a legal newspaper in or of general circulation in the city or village, shall set forth a statement of the proceedings of the meeting, and shall also include the amount of each claim allowed, the purpose of the claim, and the name of the claimant, except that the aggregate amount of all payroll claims may be included as one item.

Condition - Official proceedings of the City Council were not published within thirty days after the meeting in the local Falls City Journal. City council meeting minutes on 11/6/23, 11/20/23, 12/4/23, 12/18/24, 1/2/24, and 1/16/24 were not published in the Falls City Journal until 2/28/24. The claims from 11/1/23 - 2/2/24 were not published in the Falls City Journal until 2/28/24.

Cause - Lack of internal controls by City Management to ensure this Statute was followed.

Effect - The City is out of compliance with the State reporting requirements set forth in 19-1102. Citizens of the City were not able to read about the operations and expenditures of the City.

Recommendation - We recommend management continue to reevaluate and reinforce its internal control processes to ensure reports are being publicly submitted and filed in a timely manner under the state statutes.

Management Response

- 2024-004: Management acknowledges the lapse in timely publication of City Council proceedings and claims as required by Nebraska Revised Statutes §19-1102 and S1-206 of the City Code. The delayed publication of minutes and claims was due to staffing limitations and the absence of an internal monitoring process to verify that submissions to the Falls City Journal occurred within the statutory thirty-day timeframe. City Management recommends that internal controls for public reporting be formalized into a written procedure to ensure continuity regardless of future staff turnover. This procedure will outline responsibility, timing, and documentation steps to meet all statutory publication requirements. In addition, City Management recommends exploring the redelegation of City Clerk duties to existing administrative staff, which would establish an additional level of oversight by allowing the City Administrator to function in a supervisory capacity rather than as the direct executor of those responsibilities.

CITY OF FALLS CITY, NEBRASKA
ANNUAL FINANCIAL REPORT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Finding- 2024-005 Budgeting (Material Weakness & (Material Non-Compliance)

Criteria - The City files an annual budget with the Nebraska State Auditor's office and budgets for all funds of the City, that encompass Operating Expenses, Capital Improvements, Other Capital Outlay, Debt Service and Other expenditures. The Governmental Funds are budgeted by Fund Categories, such as General, Public Safety, Public Works, Public Health, Culture and Recreation, Community Development and Miscellaneous. The City votes and approves this budget in September of the end of the previous fiscal year. The State mandates that any amount exceeding the published budget of Fund expenditures will require an amended budget to be published in the paper, have a public hearing, then official vote of the Council to amend and update the amounts for allowable expenditures.

Condition - The following Funds were over budget for the fiscal year ending September 30, 2024:

1. General Fund \$554,907
2. Building Inspections Fund (listed as Public Safety -Other on the Budget Document) \$16,950
3. Street Fund (listed as Public Works-Streets/Other on the Budget Document) \$249,002
4. Senior Citizen Fund (listed as Public Health and Social Services on the Budget Document) \$2,224

Cause - Lack of internal controls by City Management to ensure this Statute was followed. The City converted their accounting Software to Tyler Tech at the beginning of the audited fiscal year. The conversion process was difficult and lengthy. City Management was not monitoring the budget to actual expenditures by month and not preparing a detailed treasurer report for the City Council.

Effect - The City is out of compliance with the State reporting requirements set forth by State Statute. An amended budget was not prepared during the fiscal year. The above-mentioned funds were not in compliance with expenditure reporting and approval.

Recommendation - We recommend management continue to reevaluate and reinforce its internal control processes and create procedures to have detail financial records per Fund of budget to actual expenditures, treasurer report that compares budget to actual per fund to ensure reports are being publicly submitted and in the event that a Fund would be approaching the budget limits, then an amended budget document will need to be filed, published and voted on before exceeding the original budget limits.

Management Response

- 2024-005: Management acknowledges the finding and agrees that expenditures in several funds exceeded their adopted budget authority during the fiscal year ending September 30, 2024, without filing an amended budget as required by Nebraska State Statute. The City converted its financial software to Tyler Technologies at the start of the fiscal year. The transition was complex, requiring significant time to complete data validation, system configuration, and user training. These challenges contributed to delays in producing reliable budget-to-actual reports and reduced the City's ability to proactively monitor expenditures against budgeted limits. Additional controls can be implemented within the software system to ensure budget lines cannot be over-expended without prior approval and should be implemented. Management staff also recognizes that the current structure—where the City Administrator concurrently serves as the Treasurer and City Clerk—creates risks related to workload strain, insufficient segregation of duties, and diminished capacity for consistent financial oversight. This dual-role arrangement makes it difficult to maintain the level of ongoing review necessary to detect and prevent statutory noncompliance. To address this structural issue, management believes the City of Falls City should evaluate options to reinforce organizational capacity and ensure the sustainability of internal controls. Specifically, management recommends the City Council consider redelegating certain clerk, treasurer and financial oversight duties to administrative staff positions. Such a redelegation would improve internal controls by adding another level of review between routine reporting, financial operations and budget reviews. However, current job descriptions for administrative staff do not include financial responsibilities. Therefore, any reassignment of duties would require formal revision of job descriptions, potential pay scale

CITY OF FALLS CITY, NEBRASKA
ANNUAL FINANCIAL REPORT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Finding- 2024-005 Budgeting (Material Weakness & (Material Non-Compliance) CONTINUED

Management Response Continued:

adjustments, and the implementation of training programs to ensure employees are equipped to manage financial duties accurately and effectively. City Code requires the appointment of a Budget Committee; however, procedures and processes for this committee are not currently defined. Management recommends that the City formally establish roles, responsibilities, and operating procedures for the Budget Committee, including requirements for routine budget reviews throughout the fiscal year. Defining these responsibilities will help ensure consistent oversight of financial activity, promote transparency, and provide a proactive mechanism to identify and address potential budget issues before they result in noncompliance. These duties should be clearly outlined in a procedural document or ordinance and incorporated into the City's internal control framework.

ORDINANCE NO. 2025-100

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF COMBINED UTILITIES REVENUE BONDS, SERIES 2025, OF THE CITY OF FALLS CITY, NEBRASKA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVEMENTS TO THE ELECTRIC SYSTEM OF THE CITY, FUNDING A DEBT SERVICE RESERVE FUND AND PAYING COSTS OF ISSUANCE; DIRECTING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PRESCRIBING THE FORM AND CERTAIN TERMS AND DETAILS OF SAID BONDS AND AUTHORIZING THE OFFICERS OF THE CITY TO SET CERTAIN TERMS AND DETAILS OF SAID BONDS; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE SEWER, WATER, GAS AND ELECTRIC SYSTEMS OWNED BY THE CITY FOR THE PAYMENT OF SAID BONDS AND INTEREST THEREON; ESTABLISHING THE TERMS UPON WHICH ADDITIONAL BONDS OF EQUAL LIEN UPON REVENUES MAY BE ISSUED; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE OWNERS OF SAID BONDS; SELLING THE BONDS AND AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of Falls City, in the State of Nebraska (the "City") hereby find and determine:

(a) The City owns and operates its own sewage disposal plant and sanitary sewer system (as now existing or hereafter extended and improved, the "Sewer System"), waterworks plant and water system (as now existing or hereafter extended and improved, the "Water System"), gas plant and distribution system (as now existing or hereafter extended and improved, the "Gas System") and electric light and power distribution system (as now existing or hereafter extended and improved, the "Electric System") (the Sewer System, the Water System, the Gas System and the Electric System, together with any additions, extensions and improvements thereto hereafter constructed or acquired, are herein referred to as the "Combined Utilities"), all of which are hereby determined to be revenue producing facilities under the provisions of Sections 18-1803 to 18-1805, R.R.S. Neb., as amended;

(b) The City has heretofore issued and outstanding the following revenue bonds which are a lien upon and secured by a pledge of the revenue and earnings of the Combined Utilities:

Combined Utilities Revenue Bonds, Series 2017, dated August 22, 2017, in the original principal amount of \$4,300,000 of which there remain outstanding and unpaid bonds in the amount of \$3,215,000 (the "2017 Bonds"), originally issued pursuant to an ordinance passed and adopted by the Mayor and Council of the City on July 3, 2017; and

Combined Utilities Revenue Refunding Bonds, Series 2021, dated June 3, 2021, in the original principal amount of \$5,565,000 of which there remain outstanding and unpaid bonds in the amount of \$4,425,000 (the "2021 Bonds"), originally issued pursuant to an ordinance passed and adopted by the Mayor and Council of the City on March 15, 2021.

Combined Utilities Revenue Bonds, Series 2022, dated November 15, 2022, in the original principal amount of \$2,095,000 of which there remain outstanding and unpaid bonds in the amount of \$1,750,000 (the “2022 Bonds”), originally issued pursuant to an ordinance passed and adopted by the Mayor and Council of the City on October 3, 2022.

Municipal Improvement Bonds, Series 2023, dated February 7, 2023, in the original principal amount of \$3,035,000 of which there remain outstanding and unpaid bonds in the amount of \$3,035,000 (the “2023 Bonds”), originally issued pursuant to an ordinance passed and adopted by the Mayor and Council of the City on November 7, 2022.

Combined Utilities Revenue Notes for projects D311649, C318022 and C318052, all delivered to the Nebraska Department of Environment and Energy (the “NDEE”) pursuant to Loan Agreements between the City and NDEE (the “NDEE Notes”; and together with the 2017 Bonds and 2021 Bonds, the “Outstanding Bonds”).

The Outstanding Bonds are the only presently-outstanding indebtedness of the City for which the revenues and earnings of any portion of the Combined Utilities are pledged, and each series of the Outstanding Bonds are governed by an ordinance passed and approved by the Mayor and Council of the City (the “Outstanding Ordinances”).

(c) The Outstanding Ordinances permit the issuance of “Additional Bonds” secured on an equal basis with the Outstanding Bonds upon compliance with the following conditions:

(1) Such Additional Bonds shall be issued only pursuant to an ordinance which shall provide for an increase in the monthly credits into the Combined Utilities Revenue Bond Payment Account in amounts sufficient to pay, when due, the principal of and interest on the Outstanding Bonds, any Additional Bonds then outstanding and the proposed Additional Bonds.

(2) The City has complied with one of the following two requirements (either one is a permitted alternative; defined terms used in the following paragraph shall have the meanings provided elsewhere in this Ordinance):

(i) The Net Revenues derived by the City from its Combined Utilities for the fiscal year next preceding the issuance of the Bonds (determined in accordance with the definition of such term set forth in Section 2 hereof, including, if applicable, a determination made for any period when financial statements have not yet been completed and reported on) shall have been at least equal to 1.25 times the Maximum Annual Debt Service (taking into consideration and excluding from debt service any Applicable Debt Service Reserve Transfer for any series of bonds) of the Outstanding Bonds and the proposed series of Bonds; OR

(ii) The City shall have received a projection made by a consulting engineer or firm of consulting engineers, recognized as having experience and expertise in municipal utility systems, projecting that the Net Revenues of the Combined Utilities in each of the three full fiscal years after the issuance of such Bonds will be at least equal to 1.25 times the Maximum Annual Debt Service of the proposed series of Bonds and the Outstanding Bonds. In making such projection, the consulting engineer shall use as a basis the Net Revenues of the Combined

Utilities during the last fiscal year for which an independent audit has been prepared and shall adjust such Net Revenues as follows: (A) to reflect changes in rates which have gone into effect since the beginning of the fiscal year for which the audit was made, (B) to reflect such engineer's estimate of the net increase over or net decrease under the Net Revenues of the Combined Utilities for the fiscal year for which the audit was made by reason of: (i) changes of amounts payable under existing contracts for services; (ii) additional general income from sales to customers under existing rate schedules for various classes of customers or as such schedules may be revised under a program of changes which has been adopted by the Mayor and Council of the City; (iii) projected revisions in costs for labor, wages, salaries, machinery, equipment, supplies and other operational items; (iv) revisions in the amount of service to be supplied and any related administrative or other costs associated with such increases due to increased supply from the acquisition of any new facility or increased demand related to new customers; (v) such other factors affecting the projections of revenues and expenses as the consulting engineer deems reasonable and proper. Annual debt service on the proposed series of Bonds may be estimated by the consulting engineer in projecting Maximum Annual Debt Service, but no Additional Bonds shall be issued requiring any annual debt service payments in excess of the amounts so estimated by the consulting engineer;

(d) With respect to such conditions, the City Administrator or other City official with knowledge of the City's audited financial statements and the foregoing requirements shall deliver a certificate, which may be combined with or included in any other certificate or designation delivered by the City in connection with issuing a series of Bonds, to certify compliance with one of such requirements (an "Additional Bonds Certificate") prior to executing a bond purchase agreement for the sale of a series of the bonds authorized in this Ordinance.

(e) For the purposes of (i) financing improvements to the Electric System of the City and other costs of the Combined Utilities (the "Project"), (ii) funding a debt service reserve account with respect to the bonds authorized herein, if any, and (iii) paying the costs of issuance of the bonds authorized herein, it is necessary and advisable for the City to issue its combined utilities revenue bonds in one or more series in the aggregate stated principal amount of not to exceed \$20,000,000.

(f) To satisfy the funding requirements described in this Section 1, it is necessary for the City to issue its Combined Utilities Revenue Bonds, to be issued in one or more series and on one or more dates of original issue, in the aggregate stated principal amount of not to exceed \$20,000,000 (the "Bonds") pursuant to Sections 18-1803 to 18-1805 R.R.S. Neb., as amended. All conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds as provided for in this Ordinance do exist and have been done and performed in regular and due time and form as required by law.

Section 2. In addition to the definitions provided in parentheses elsewhere in this Ordinance, the following definitions of terms shall apply, unless the context shall clearly indicate otherwise:

(a) The term "Applicable Debt Service Reserve Transfer" shall mean the amount of any required transfer from the respective sub-accounts in the Combined Utilities Bond Reserve Account for the Outstanding Bonds and the Bonds or any issue of Additional Bonds. The amount of any Applicable Debt Service Reserve Transfer shall apply under the terms of the Outstanding Ordinance and this Ordinance so long as the Reserve Requirement is being maintained in the sub-account of the Combined Utilities Bond Reserve Account for the

respective series of bonds for which such Applicable Debt Service Reserve Transfer has been established. In the event of any deficiency with respect to such Reserve Requirement, the amount of the Applicable Debt Service Reserve Transfer next required to be made in order of time shall be reduced by the amount of such deficiency for purposes of any calculation or determination under the terms of the Outstanding Ordinance and this Ordinance.

- (b) The term “Additional Bonds” shall mean any and all bonds hereafter issued by the City pursuant to the terms of this Ordinance which are equal in lien to the Bonds including such bonds issued pursuant to Section 19 of this Ordinance and refunding bonds issued pursuant to Section 20 of this Ordinance, as and when such bonds become equal in lien to the Bonds, according to their terms and the terms of said Sections.
- (c) “Average Annual Debt Service Requirements” shall mean that number computed by adding all of the principal and interest due when computed to the absolute maturity of the bonds for which such computation is required and dividing by the number of years remaining that the longest bond of any issue for which such computation is required has to run to maturity. In making such computation, the principal of any bonds for which mandatory redemptions are scheduled shall be treated as maturing in accordance with such schedule of mandatory redemptions.
- (d) The term “Deposit Securities” shall mean direct obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America, including obligations issued in book-entry form.
- (e) The term “Maximum Annual Debt Service” shall mean the maximum amount scheduled to fall due for payment of principal and interest in any fiscal year on the bonds for which such computation is required. In making such computation, the principal of any bonds for which mandatory redemptions are scheduled shall be treated as maturing in accordance with such schedule of mandatory redemptions.
- (f) The term “Net Revenues” shall mean the gross revenues derived by the City from the ownership or operation of the Combined Utilities, including investment income, but not including any income from sale or disposition of any property belonging to or forming a part of the Combined Utilities, less the ordinary expenses to the City of operating and maintaining the Combined Utilities payable from the Operation and Maintenance Account described in Section 13 of this Ordinance. Operation and maintenance expenses for purposes of determining “Net Revenues” shall not include depreciation, amortization or interest on any bonds or other indebtedness. Net Revenues for all purposes of this Ordinance shall be shown by an audit for the fiscal year in question as conducted by independent certified public accountants, provided, however, that in the case of issuance of Additional Bonds, for that period from the end of each fiscal year until the financial statements reported on by the City’s accountants are available, Net Revenues shall either (i) be based upon the most recent fiscal year for which there are financial statements which have been reported on by such accountants so long as the unaudited financial information for the then most recently completed fiscal year as certified by the City Treasurer would not result in a contrary determination, if such unaudited financial information were deemed the completed and reported on results or (ii) based upon a report of the City’s accountants that the completed and reported on results will not be less than such amount as such accountants shall confirm.

- (g) “Paying Agent and Registrar” shall mean the City Treasurer of the City of Falls City, Nebraska, or such bank or trust company as may be appointed to act as the combined paying agent and bond registrar for the Bonds pursuant to Section 4 herein.
- (h) “Reserve Requirement” shall mean the amount(s) (if any) required to be maintained from time to time in the respective sub-accounts in the Combined Utilities Bond Reserve Account for the Bonds, as determined in the Designation, which may be satisfied by deposit of a Surety as provided in Section 29 herein.

Section 3. (a) The Mayor and Council further find and determine that (i) it is necessary, desirable, advisable and in the best interest of the City to issue the Bonds in order to provide funds to pay the costs of the Project; and, (ii) all conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$20,000,000, and other applicable statutes, do exist and have been done as required by law. To provide funds for the purpose of paying the costs of the Project (including any reimbursement of costs already paid), funding a debt service reserve for each series of Bonds and paying the costs of issuing the Bonds, there shall be and there are hereby authorized to be issued Combined Utilities Revenue Bonds of the City, in the aggregate stated principal amount of not to exceed Twenty Million Dollars (\$20,000,000).

(b) The Series 2025 Bonds or any portion thereof are hereby authorized to be sold to Northland Securities, Inc. Omaha, NE as the initial purchaser (the “Underwriter”). In connection with such sale, the Mayor and the City Administrator/Clerk/Treasurer (each, an “Authorized Officer”) are hereby authorized to deliver an Additional Bonds Certificate, and are authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “Designation”), the following matters: (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 2.00% of the aggregate stated principal amount thereof; (ii) the form and contents of any bond purchase agreement in connection with such sale; (iii) for each series of the Bonds, the title, dated date, aggregate principal amount (including the aggregate principal amounts of serial bonds and term bonds, if any), which aggregate stated principal amount shall not exceed \$20,000,000, and the final maturity date, which shall not be later than December 15, 2055; (iv) the principal amounts maturing in each year, provided that the maximum annual debt service on each series of the Bonds shall be limited to an amount required for delivery of the Additional Bonds Certificate; (v) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true

interest cost of the Bonds shall not exceed 8.00%; (vi) the principal payment dates and interest payment dates; (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption; (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds; (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity; (x) the amount of the Reserve Requirement for the Bonds, whether the Reserve Requirement will be satisfied by the deposit of a Surety pursuant to Section 29 of this Ordinance; (xi) whether a Bond Insurance Policy, a Surety, or both, will be obtained for a series of Bonds, the identity of the Bond Insurer and Surety Provider, and the terms required for any such Bond Insurance Policy and Surety pursuant to Section 29 of this Ordinance; and (xii) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable semiannually on the interest payment dates as determined in the Designation (each of said dates an "Interest Payment Date") and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding each Interest Payment Date occurs (the "Record Date"), subject to the provisions of Section 5 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be designated by the City's Treasurer as directed by the initial purchaser thereof. Payments of interest due prior to maturity or earlier redemption on the Bonds shall be made by the Paying Agent and Registrar, as designated pursuant to Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as

required to be maintained in Section 4 hereof. Payments of principal and unpaid accrued interest thereon due at maturity or at any date fixed for redemption prior to maturity shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 4. BOKF, National Association, is hereby designated to serve as Paying Agent and Registrar for the Bonds (the "Paying Agent and Registrar"). However, the Authorized Officers in a Designation or the Mayor at any other time, are hereby authorized to appoint the City Treasurer or such other a bank or trust company to serve as Paying Agent and Registrar for the Bonds under the terms of an agreement to be approved at the time of any such designation. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one such bond may be transferred for several such bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal

amount. In every case of transfer of a Bond, the surrendered Bond or Bonds shall be canceled and destroyed.

All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of thirty (30) days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Paying Agent and Registrar is located, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof (or such other date as may be determined in the Designation), at the principal amount thereof, together with accrued interest on the principal amount redeemed to the date fixed for redemption. Such optional redemption shall be made from time to time as shall be directed by the Mayor and Council of the City. The City may select the Bonds to be redeemed for such optional redemption in its sole discretion.

The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Any Bond redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall

be given, at the direction of the City, by said Paying Agent and Registrar by mail not less than thirty (30) days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such bond or bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such bond for which defective notice has been given.

Section 8. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF RICHARDSON
CITY OF FALLS CITY**

COMBINED UTILITIES REVENUE BOND, SERIES 2025

No. _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
	_____, 20__	_____, 2025	

Registered Owner:

Principal Amount: _____ Dollars (\$ _____)

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Falls City, in the County of Richardson, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay, but only from the special sources hereinafter described, to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, at the rate per annum specified above (said interest to be computed on the basis of a 360-day year consisting of twelve 30-day months), payable semiannually on _____ and _____ of each year, commencing _____, 20__ (each of said dates an "Interest Payment Date"). The principal hereof and unpaid accrued interest hereon due at maturity or upon earlier redemption are payable upon presentation and surrender of this bond at the office of the City Treasurer, the Paying Agent and Registrar, in Falls City, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day of the month immediately preceding the each Interest Payment Date, to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$ _____) (the "Series 2025 Bonds"), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City for the purpose of (a) paying the costs of improving and enlarging the electric system of the City and (b) providing for a debt service reserve fund for the Series 2025 Bonds, all in pursuance of Sections 18-1803 to 18-1805, R.R.S. Neb., as amended, and has been duly authorized by an ordinance (the "Ordinance") legally passed, approved and published and by proceedings duly had by the Mayor and Council of said City.

Any or all of the Series 2025 Bonds maturing on or after _____, 20__, are subject to redemption at the option of the City, in whole or in part, at any time on or after the fifth anniversary of the date of original issue thereof, at the principal amount thereof, together with accrued interest on the principal amount redeemed to the date fixed for redemption. Such optional redemption shall be made from time to time

as shall be directed by the Mayor and Council of the City. The City may select the Series 2025 Bonds for optional redemption in its sole discretion.

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the Ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Falls City, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The revenues and earnings of the City's sewage disposal plant and sanitary sewer system, waterworks plant and water system, gas plant and distribution system and electric light and power distribution system (which together with any additions, extensions and improvements thereto hereafter constructed are herein referred to as the "Combined Utilities"), are pledged and hypothecated for the payment of all of the Series 2025 Bonds (as described in the Ordinance). The City agrees to maintain and collect rates and charges for sewer, water, gas and electric service which shall be reasonable and adequate to produce revenues and earnings sufficient at all times to pay the interest and principal of all of said bonds as such interest and principal become due and to maintain and operate said Combined Utilities efficiently. The Ordinance which authorizes the issuance of the Series 2025 Bonds constitutes a contract between the City and the owners of said bonds and reserves the right to the City to issue additional bonds equal in lien to the Series 2025 Bonds and the Outstanding Bonds (as defined in the Ordinance) under certain conditions and to issue junior lien bonds or notes when necessary.

The City agrees that it will maintain a special fund known as the "Combined Utilities Fund" into which it will pay all of the gross revenues collected and received from the operation of its Combined Utilities and will use the moneys in said fund only for the payment of the interest and principal of the Series 2025 Bonds, the Outstanding Bonds and any additional bonds of equal lien to the Series 2025 Bonds and the Outstanding Bonds issued in accordance with the terms of the Ordinance, for the operation and maintenance of the Combined Utilities and for such other purposes as are permitted by said ordinances and will apply the moneys in said fund to the payment of said bonds as the principal and interest become due. The Ordinance also designates the terms and conditions on which this bond shall cease to be entitled to any lien, benefit or security under the Ordinance and all covenants, agreements and obligations of the City under the Ordinance may be discharged and satisfied at or prior to the maturity or redemption of this bond if monies or certain specified securities shall have been deposited with a trustee.

The Series 2025 Bonds shall not be a debt of the City of Falls City within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of said City, and the City of Falls City shall not be liable for the payment thereof out of any moneys of said City other than from the revenues of its Combined Utilities.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law.

IN WITNESS WHEREOF, the Mayor and Council of the City of Falls City, Nebraska, have caused this bond to be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be imprinted hereon, all as of the date of original issue specified above.

CITY OF FALLS CITY, NEBRASKA

(facsimile signature)
Mayor

ATTEST:

(facsimile signature)
City Clerk

(SEAL)

**BOND REGISTRAR AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

BOKF, NATIONAL ASSOCIATION, Bond
Registrar and Paying Agent

By: _____

[STATEMENT OF BOND INSURANCE]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

Section 9. Each of the Bonds shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The Bonds shall be issued initially as "book-entry-only" bonds under the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a Letter of Representations (the "Letter of Representations") in the form required by the Depository (including any blanket letter previously executed and delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. With respect to the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the ultimate beneficial owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

- (i) any successor securities depository or its nominee; or
- (ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository is terminated or resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates, duly executed by manual or facsimile signatures of the Mayor and City Clerk and sealed with the City's seal, for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting Mayor and City Clerk and by imprinting thereon or affixing thereto the City's seal. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such bond (including such certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for

all purposes the same as if such officer or officers had remained in office until the delivery of such bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. Thereafter the Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration, and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof. The Bonds shall be sold to the Underwriter for the price as determined in the Designation, plus accrued interest, if any, to date of payment and delivery. The Authorized Officers (or any one of them) are hereby authorized to execute and deliver the Bond Purchase Agreement in a form deemed appropriate by such Authorized Officer, for and on behalf of the City. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The City Clerk shall cause to be made and certified a transcript of the proceedings of the Mayor and Council with respect to the Bonds, a copy of which shall be delivered to the Underwriter. The Underwriter and its agents and representatives, and the City's bond counsel, are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

Section 10. Accrued interest, if any, received from the sale of the Bonds shall be applied to pay interest first falling due on the Bonds and shall be credited to the Combined Utilities Revenue Bond Payment Account (Bond Payment Sub-account) as described in Section 13 hereof. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds. The net proceeds of the Bonds shall be applied upon receipt to (a) to pay costs of improvements to the City's Electric System and other costs of the Combined Utilities System, including any reimbursement for costs already paid, and (b) to fund the Reserve Requirement for the Bonds, all as may be further specified in the Designation.

Section 11. The City hereby pledges and hypothecates all revenues and earnings, now or hereafter received, or otherwise due and owing to the City, derived from the ownership and operation of the City's Combined Utilities and all extensions and enlargements thereof, including any additions and improvements hereafter made, for the payment of principal of and interest on the Bonds, the Outstanding Bonds and any Additional Bonds as the same fall due. So long as said revenues and earnings are sufficient to make all

required payments of principal and interest with respect to the Bonds, the Outstanding Bonds and any Additional Bonds, all such required payments with respect to each such issue shall be made in full from the respective sub-accounts in the Combined Utilities Revenue Bond Payment Account for each such series. In the event that such revenues and earnings are insufficient to meet the required payments from the Combined Utilities Revenue Bond Payment Account, such revenues and earnings shall be allocated to the Bonds, the Outstanding Bonds and any such Additional Bonds, pro rata in accordance with the respective unpaid principal amounts then outstanding for the Bonds, the Outstanding Bonds and such Additional Bonds. The pledge and hypothecation provided for the Bonds and the Outstanding Bonds, as provided for in this Ordinance and the Outstanding Ordinance, is intended to be and shall provide for a first and prior pledge of, lien upon and security interest in the revenues of the Combined Utilities (subject to the right of the City to issue Additional Bonds as provided in this Ordinance and the Outstanding Ordinance) for the payment of principal of and interest on the Bonds and the Outstanding Bonds, superior to any pledge or promise made with respect to any other indebtedness of the City as to its Combined Utilities, and is intended to be a full exercise of the powers of the City provided for in Sections 18-1803 to 18-1805, R.R.S. Neb., as amended, with respect to its Combined Utilities.

Section 12. So long as any of the Bonds, the Outstanding Bonds and any Additional Bonds issued pursuant to this Ordinance shall remain outstanding and unpaid, the City covenants and agrees to establish, revise, from time to time as necessary, and collect such rates, charges and rentals for the sewer, water, gas and electric service furnished from the Combined Utilities adequate to produce revenues and earnings sufficient at all times:

(a) To provide for the payment of the interest and principal of the Bonds, the Outstanding Bonds and any Additional Bonds as the same fall due.

(b) To pay all proper and necessary costs of operation and maintenance of the Combined Utilities and to pay for the necessary and proper repairs, replacements, enlargements, extensions and improvements to the Combined Utilities.

(c) To provide funds sufficient to make the deposits into the accounts required by Section 13 of this Ordinance and any parallel or similar section of any ordinance authorizing the issuance of Additional Bonds.

(d) To maintain Net Revenues in each fiscal year adopted by the City for the Combined Utilities in an amount not less than 1.25 times the total amount of principal paid or payable (exclusive of any principal redeemed prior to maturity other than principal redeemed pursuant to a schedule of

mandatory redemptions and taking into consideration any Applicable Debt Service Reserve Transfer made in such fiscal year) and interest falling due during such fiscal year for the Bonds and any Additional Bonds, excluding from principal paid the amount of any Applicable Debt Service Reserve Transfer for such fiscal year, if any.

Section 13. All revenues and earnings derived from the operation of the Combined Utilities of said City shall be set aside as collected and deposited into a separate fund designated (and referred to in this Ordinance) as the "Combined Utilities Fund". Any uninvested moneys in the Combined Utilities Fund shall be deposited in a separate bank account properly earmarked and deposit shall be made in a bank or banks designated by the Council and be secured as provided by law for public deposits. The City shall set up and maintain as long as any of the Bonds, the Outstanding Bonds or Additional Bonds are outstanding the accounts described in this Section 13 for the administration of said fund. Within the Combined Utilities Fund there are hereby established the following accounts for allocation of the monies in said fund under the terms of this Ordinance: (a) Combined Utilities Revenue Bond Payment Account; (b) Operation and Maintenance Account; (c) Combined Utilities Bond Reserve Account; and (d) Surplus Account. Within each such account further sub-accounts shall now, or may hereafter, be established as provided in this Ordinance. Deposits shall be made to said accounts on a monthly basis, to the accounts in the order of priority as follows:

- I. COMBINED UTILITIES REVENUE BOND PAYMENT ACCOUNT; Deposits required to be made into the sub-account of the Combined Utilities Revenue Bond Payment Account for the Outstanding Bonds shall continue pursuant to the Outstanding Ordinance. Within the Combined Utilities Revenue Bond Payment Account there is hereby ordered established the Bond Payment Sub-account. Out of the Combined Utilities Fund the City shall transfer into the Combined Utilities Revenue Bond Payment Account on or before the tenth day of each calendar month the amounts required to be deposited to the Bond Payment Sub-account in accordance with the following requirements for such sub-account:

Bond Payment Sub-account. From the monies deposited to the Combined Utilities Revenue Bond Payment Account from the Combined Utilities Fund, there shall be deposited monthly to the Bond Payment Sub-account the following amounts for the periods indicated:

- (1) Commencing on the tenth day of the month following the month in which the Bonds are issued (the "Initial Deposit Date"), and continuing on the corresponding day of each month thereafter an amount which, when combined with additional equal monthly amounts to be deposited pursuant to this subparagraph prior to the next falling Interest Payment Date, will be sufficient to provide funds to pay the installment of interest due with respect to the Bonds on such Interest Payment Date; and
- (2) Commencing on the Initial Deposit Date, and continuing on the corresponding day of each month thereafter an amount which, when combined with additional equal monthly amounts to be deposited pursuant to this subparagraph prior to the next principal maturity

date (or mandatory sinking fund redemption date, if applicable) with respect to the Bonds will be sufficient to provide funds to pay such maturing principal amount (or make such mandatory sinking fund redemption payment, if applicable) on such date.

All such deposits to the Bond Payment Sub-accounts shall be made in such amounts and at such times that there will be sufficient sums in each such sub-account to meet the payments required to be made by the City with respect to the Outstanding Bonds and the Bonds as the same fall due, including any and all transfers required to be made to the Paying Agent and Registrar for the Bonds or the Outstanding Bonds. All such deposits are required to be made without preference or priority as between each such sub-account and any similar sub-account established for the Bonds, the Outstanding Bonds or any issue of Additional Bonds and if amounts available are insufficient to make all deposits as required, the available funds shall be allocated on a pro rata basis in accordance with the terms of Section 11 of this Ordinance. In the event of the issuance of any Additional Bonds, the City shall in the ordinance authorizing their issuance provide for a related sub-account in the Combined Utilities Revenue Bond Payment Account and for deposits into such sub-account sufficient to make payments upon such Additional Bonds as the same fall due. Such sub-account and the deposits required to be made thereto shall have equal rank and standing with the Bond Payment Sub-accounts established for the Bonds, the Outstanding Bonds, any Additional Bonds and the payments required to be made to each thereof. Each sub-account in the Combined Utilities Revenue Bond Payment Account shall constitute a separate fund held in trust by the City for the separate special benefit of the issue or series of bonds for which it is established.

- II. OPERATION AND MAINTENANCE ACCOUNT: After making all deposits required to the Combined Utilities Revenue Bond Payment Account in each month, the City shall set aside in the Operation and Maintenance Account each month an amount sufficient for the operation and maintenance of its Combined Utilities during the next period of one month (from deposit date to the next expected monthly deposit date for such account) and the expenses of maintenance and operation of said utilities shall be paid out of the Operation and Maintenance Account. Expenses for operation and maintenance shall include all ordinary and necessary costs for operating and maintaining the Combined Utilities and shall include, without limitation, wages, salaries, supplies, professional services, materials, insurance premiums, costs for purchased power and franchise fees charged by the City, if any, and shall also include any items necessary to maintain the properties of the Combined Utilities to achieve the capacity and performance for which such properties were designed and constructed, including the costs of installing equipment, accessories or appurtenances which are necessary during the life of such properties to maintain the capacity and performance for which such properties were designed and constructed. The City hereby covenants and agrees that in the event of any default in payment on the Bonds, the Outstanding Bonds or any Additional Bonds, no franchise fees shall be payable from the Operation and Maintenance Account until all such payment defaults have been cured in full.
- III. COMBINED UTILITIES BOND RESERVE ACCOUNT: The sub-account within the Combined Utilities Bond Reserve Account for the Outstanding Bonds shall continue to be held and funded pursuant to the Outstanding Ordinance. Within the Combined Utilities Bond Reserve Account as established there is hereby ordered established a separate sub-account designated as the Bond Reserve Sub-account. From available funds, which may include proceeds of the Bonds, there shall be deposited to the Bond Reserve Sub-account the sum equal to the Reserve Requirement to be held as a debt service reserve securing the payment of the Bonds on a first and prior basis. In the event that at any time the monies in the Bond Payment Sub-account of the Combined Utilities Revenue Bond Payment Account are insufficient to pay either the interest on or the principal of the Bonds as the same fall due, the City shall apply the monies in the Bond Reserve Sub-account to pay such principal and interest and to prevent any default in payment with respect to the Bonds. If the City

shall use any of the monies in the Bond Reserve Sub-account for such purpose and such use shall reduce the balance in said sub-account below the Reserve Requirement therefor, the City shall transfer funds next available in each month from the monies in the Combined Utilities Fund, after making all required deposits in each such month to the Combined Utilities Revenue Bond Payment Account and the Operation and Maintenance Account, until the Reserve Requirement for the Bond Reserve Sub-account has been restored. In any ordinance authorizing Additional Bonds, the City may (but is not required to) make provision for the creation of an additional separate sub-account in the Combined Utilities Bond Reserve Account for each such issue of Additional Bonds provided that the required balance to be set for any such issue shall not be required to exceed at any time the maximum amount permitted to be invested without yield restriction under Section 103(b) and 148 of the Internal Revenue Code of 1986, as amended, and applicable regulations of the United States Treasury Department. The balance for any such sub-account may be established from monies of the Combined Utilities otherwise available, from periodic deposits made to such sub-account or from bond proceeds. Any such additional sub-account in the Combined Utilities Bond Reserve Account shall be of equal priority with those reserve accounts created for the Bonds and available monies from the Combined Utilities Fund required to be deposited to each such sub-account at any time shall be allocated on a pro rata basis in accordance to the terms of Section 11 of this Ordinance. Each sub-account in the Combined Utilities Bond Reserve Account shall constitute a separate fund held in trust by the City for the separate special benefit of the issue or series of bonds for which it is established. The City shall make each Applicable Debt Service Reserve Transfer when and as required under the terms of the definition for such term.

IV. SURPLUS ACCOUNT:

After making the payments hereinabove required to be made into the Combined Utilities Revenue Bond Account, the Operation and Maintenance Account and the Combined Utilities Bond Reserve Account, all remaining funds shall be transferred into a Surplus Account. Moneys in the Surplus Account may be used as follows:

- (a) To fill any deficiency in the foregoing accounts.
- (b) In lieu of tax payments or additional City franchise tax payments. So long as no deficiency exists in required monthly payments in the accounts established by Section 13 of this Ordinance, payment may be made to the City annually, semiannually or quarterly as an in lieu of tax payment or additional franchise fee which can be used by the City for any purpose authorized by law.
- (c) Any lawful purpose connected with the Combined Utilities, including improvements, extensions and enlargements of the Combined Utilities and paying principal and interest on general obligation bonds of the City or junior lien indebtedness authorized to pay the cost of constructing improvements to any one of the utilities systems included in the Combined Utilities.
- (d) Retiring the Bonds, the Outstanding Bonds or Additional Bonds prior to their maturity under their option provisions or by purchase on the open market.

Moneys on deposit in the Combined Utilities Fund or any account therein may to the extent practicable and reasonable be invested in Deposit Securities or in any other lawful investments for cities of the class to which the City belongs. Investments for the Combined Utilities Revenue Bond Payment Account shall mature at

such times and in such amounts as shall be required to provide moneys to make the payments to be made from said Account. Moneys credited to the Combined Utilities Bond Reserve Account shall be invested in Deposit Securities, in obligations of any agency of the United States of America (whether or not guaranteed by the United States) so long as the obligations of such agency are rated in one or the other of the two highest rating categories (not taking into consideration subcategories, if any) of any recognized rating agency or in certificates of deposit which are fully insured by insurance of the Federal Deposit Insurance Corporation or (as to any uninsured amounts) secured by collateral securities as required by law, any of which securities or certificates of deposit shall mature or be redeemable at stated fixed prices at the option of the holder by not more than eight years from the date of such investment. All moneys and income from investments made from moneys credited to the Combined Utilities Revenue Bond Payment Account and the Combined Utilities Bond Reserve Account shall, when realized and collected, be credited to the respective Account from which such investments were made, unless there shall then be credited thereto the respective full amounts then required by paragraphs I and III of this Section 13, in which event such interest and income may be credited to the Surplus Account. All investments held for the credit of any Fund or Account may be sold when required to make the payments to be made from such Fund or Account. Any moneys credited to the Combined Utilities Fund or any Account or Sub-account therein which are not invested shall be secured in the manner provided by law for the security of funds of cities of the class of which the City is one.

It is understood that the revenues of the Combined Utilities are to be credited to the various accounts hereinabove established in the order in which said accounts have been listed, and if within any period the revenues are insufficient to credit the required amounts in any of the said accounts, the deficiencies shall be made up the following period or periods after payment into all accounts enjoying a prior claim on the revenues have been made in full.

Section 14. The City will make deposits on or prior to the date each payment of interest or principal becomes due on the Bonds with the Paying Agent and Registrar. All such payments shall be made out of the Combined Utilities Revenue Bond Payment Account or from other funds of the Combined Utilities available for such purpose, in accordance with the terms of this Ordinance.

Section 15. The City shall keep proper books of records and account, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Combined

Utilities and the registered owners of any of Bonds, the Outstanding Bonds or of any Additional Bonds or any duly authorized agent or agents of such registered owners (or by any Beneficial Owner establishing such ownership to the satisfaction of the Paying Agent and Registrar) shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect said systems and all properties comprising the same. Within one hundred twenty (120) days following the close of each fiscal year, the City shall cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the Combined Utilities, and such audit will be available for inspection by the registered owners (or by any Beneficial Owner establishing such ownership to the satisfaction of the Paying Agent and Registrar) of any of the Bonds. Each such audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

- (a) A statement in detail of the income and expenditures of each component of the Combined Utilities for such fiscal year;
- (b) A balance sheet as of the end of such fiscal year; and
- (c) The accountant's comments (if any) regarding the manner in which the City has carried out the requirements of this Ordinance, and the accountant's recommendation for any changes or improvements in the operation of the Combined Utilities or the components thereof.

All expenses incurred in the making of the audits required by this section shall be regarded and paid as a maintenance and operation expense. The City shall furnish a copy of each such audit to the original purchaser of the Bonds, the Outstanding Bonds and of any series of Additional Bonds, and to the holder or registered owner (or by any Beneficial Owner establishing such ownership to the satisfaction of the Paying Agent and Registrar) of at least twenty-five percent (25%) of any issues of combined utilities revenue bonds outstanding, upon request, after the close of each fiscal year, and said purchaser or purchasers or any such holder or registered owner (or by any Beneficial Owner establishing such ownership to the satisfaction of the Paying Agent and Registrar) shall have the right to discuss with the accountant making the audit the contents of the audit and to ask for such additional information as each may require.

Section 16. The City Treasurer shall be bonded, in addition to such Treasurer's official bond, by an insurance company licensed to do business in Nebraska, in amounts sufficient to cover at all times all the revenues and earnings of the Combined Utilities placed in such official's hands as determined appropriate

from time to time by the Mayor and Council, based upon the advice of such experts or consultants as they shall deem appropriate. Any other person employed by the City in the collection or handling of moneys derived from the operation of said properties shall also be bonded in an amount sufficient to cover all moneys which may at any time be placed in such person's hands. The amount of such bonds shall be fixed by the Council, and the cost thereof shall be paid from the earnings of said Combined Utilities and they shall secure the faithful accounting of all moneys.

Section 17. The City will carry adequate insurance on the Combined Utilities in such amounts as are normally carried by private or public utilities engaged in similar operations, including, without limiting the generality of the foregoing, fire and windstorm insurance and public liability insurance. The cost of all such insurance shall be regarded and paid as an operation and maintenance expense.

All insurance moneys, except public liability, shall be deposited in a separate special fund held by the City Treasurer as part of the Combined Utilities Fund and subject to the pledge of this Ordinance and shall be used in making good the loss or damage in respect of which they were paid either by repairing the property damaged or replacing the property destroyed, and expenditures from said moneys shall be made only upon a certificate issued by a consulting engineer and filed with the City Clerk stating that the proceeds, together with any other moneys available for such purposes, are sufficient for the repair or replacement of any such properties; and when the City shall have been furnished with a certificate of a consulting engineer stating that the property damaged or destroyed has been fully repaired or replaced and such repairs or replacements have been fully paid for, the residue, if any, of such insurance moneys shall be held in a separate special fund and be applied upon order of the Mayor and Council to paying the costs of further improvements to the Combined Utilities.

If the proceeds of any insurance shall be insufficient to repair or replace the property damaged or destroyed, the City may use and shall pay out for such purpose, to the extent of such deficiency, any money then held in the Surplus Account. If in the opinion of a consulting engineer the proceeds of any insurance, together with any amount then available for such purpose in the Surplus Account shall be insufficient to fully complete and pay for such repairs or replacements and if the City shall fail to supply such deficiency from other sources within a period of six months after receipt by the City of such insurance moneys, or if in the opinion of a consulting engineer it is to the best interest of the City not to repair or replace all or any part of

the damaged properties and that failure to repair or replace the damaged properties shall not affect the sufficiency of the income and revenue from the remaining properties to properly maintain and operate the same, provide funds for the Combined Utilities Revenue Bond Payment Account and Combined Utilities Bond Reserve Account, as herein provided for, then such insurance moneys to the extent not applied to repair or replace the damaged properties shall remain in such separate special fund and be applied upon order of the Mayor and Council to paying the costs of further improvements to the Combined Utilities.

The proceeds of any and all policies for public liability shall be applied in paying the claims on account of which they were received.

Section 18. The City will maintain the Combined Utilities in good condition and operate the same in an efficient manner and at a reasonable cost. The City agrees with the registered owners from time to time of the Bonds, the Outstanding Bonds and any Additional Bonds that the City will continue to own, free from all liens and encumbrances, and will adequately maintain and efficiently operate said Combined Utilities; provided, however, the City may dispose of property which is recommended for disposal by the manager or superintendent of the utilities, or an independent consulting engineer and which is determined as a matter of record by the Mayor and Council to have become obsolete, non-productive or otherwise unusable to the advantage of the City.

Section 19. To provide funds for any purpose or purposes related to the Combined Utilities, the City may issue Additional Bonds (other than Additional Bonds issued for refunding purposes which are governed by Section 20 of this Ordinance) payable from the revenues of the Combined Utilities having equal priority and on a parity with the Bonds, the Outstanding Bonds and any Additional Bonds then outstanding only upon compliance with the following conditions:

- (a) Such Additional Bonds shall be issued only pursuant to an ordinance which shall provide for an increase in the monthly credits into the Combined Utilities Revenue Bond Payment Account in amounts sufficient to pay, when due, the principal of and interest on the Bonds, the Outstanding Bonds, any Additional Bonds then outstanding and the proposed Additional Bonds.
- (b) The City shall have complied with one or the other of the two following requirements:
 - (1) The Net Revenues derived by the City from its Combined Utilities for the fiscal year next preceding the issuance of the Additional Bonds (determined in accordance with the definition of such term set forth in Section 2 hereof, including, if applicable, a determination made for any period when financial statements have not yet been

completed and reported on) shall have been at least equal to 1.25 times the Maximum Annual Debt Service (taking into consideration and excluding from debt service any Applicable Debt Service Reserve Transfer for any series of bonds) of the Bonds, the Outstanding Bonds and any Additional Bonds, all as then outstanding, and of the proposed Additional Bonds; or

- (2) The City shall have received a projection made by a consulting engineer or firm of consulting engineers, recognized as having experience and expertise in municipal utility systems, projecting that the Net Revenues of the Combined Utilities in each of the three full fiscal years after the issuance of such Additional Bonds will be at least equal to 1.25 times the Maximum Annual Debt Service (taking into consideration and excluding from debt service any Applicable Debt Service Reserve Transfer for any series of bonds) of the Bonds, the Outstanding Bonds and any Additional Bonds, all as then outstanding, and of the proposed Additional Bonds. In making such projection, the consulting engineer shall use as a basis the Net Revenues of the Combined Utilities during the last fiscal year for which an independent audit has been prepared and shall adjust such Net Revenues as follows: (A) to reflect changes in rates which have gone into effect since the beginning of the fiscal year for which the audit was made, (B) to reflect such engineer's estimate of the net increase over or net decrease under the Net Revenues of the Combined Utilities for the fiscal year for which the audit was made by reason of: (i) changes of amounts payable under existing contracts for services; (ii) additional general income from sales to customers under existing rate schedules for various classes of customers or as such schedules may be revised under a program of changes which has been adopted by the Mayor and Council of the City; (iii) projected revisions in costs for labor, wages, salaries, machinery, equipment, supplies and other operational items; (iv) revisions in the amount of service to be supplied and any related administrative or other costs associated with such increases due to increased supply from the acquisition of any new facility or increased demand related to new customers; (v) such other factors affecting the projections of revenues and expenses as the consulting engineer deems reasonable and proper. Annual debt service on any proposed Additional Bonds to be issued may be estimated by the consulting engineer in projecting Maximum Annual Debt Service, but no Additional Bonds shall be issued requiring any annual debt service payments in excess of the amounts so estimated by the consulting engineer.

The City hereby covenants and agrees that so long as any of the Bonds, the Outstanding Bonds and any Additional Bonds are outstanding, it will not issue any bonds or notes payable from the revenues of the Combined Utilities except in accordance with the provisions of this Ordinance, provided, however, the City reserves the right to issue bonds or notes which are junior in lien to the Bonds, the Outstanding Bonds and any such Additional Bonds with the principal and interest of such bonds or notes to be payable from monies credited to the Surplus Account as provided in Subsection 13(IV).

Section 20. The City may issue refunding bonds which shall qualify as Additional Bonds of equal lien to refund any of the Bonds, the Outstanding Bonds or Additional Bonds then outstanding, provided, that

if any such Bonds, the Outstanding Bonds or Additional Bonds are to remain outstanding after the issuance of such refunding bonds, the principal and interest payments due in any calendar year in which those bonds which are to remain outstanding mature shall not be increased over the amount of such principal and interest payments which would have been due in such calendar years immediately prior to such refunding. Refunding Bonds issued in accordance with this paragraph of this Section 20 may be issued as Additional Bonds of equal lien without compliance with the conditions set forth in Subsection 19(b) of this Ordinance.

The City may also issue refunding bonds which shall qualify as Additional Bonds of equal lien to refund any of the Bonds, the Outstanding Bonds or Additional Bonds then outstanding provided, that, if any such Bonds, the Outstanding Bonds or Additional Bonds are to remain outstanding after the application of the proceeds of the refunding bonds to the payment of the bonds which are to be refunded, such issuance must comply with the Net Revenues test set forth in Subsection 19(b)(1) of this Ordinance and, if the proceeds of such refunding bonds are not to be applied immediately to the satisfaction of the bonds which are to be refunded, then such refunding bonds must provide by their terms that they shall be junior in lien to all Bonds, the Outstanding Bonds and any Additional Bonds outstanding at the time of issuance of such refunding bonds until the time of application of their proceeds to the satisfaction of the bonds which are to be refunded. In computing Maximum Annual Debt Service to show compliance with said Net Revenues test for such refunding bonds, all payments of principal and interest due on such refunding bonds from the time of their issuance to the time of application of the proceeds of such refunding bonds to the satisfaction of the bonds which are to be refunded shall be excluded from such computation to the extent that such principal and interest are payable from sources other than the revenues of the Combined Utilities, such as bond proceeds or investment earnings on such proceeds while held in escrow, and/or from monies of the Combined Utilities but only those in the Surplus Account and all payments of principal and interest due on the bonds which are to be refunded from and after the time of such application shall also be excluded. For purposes of this paragraph of this Section 20, the time of application of the proceeds of the refunding bonds to the satisfaction of the bonds which are to be refunded shall be the time of deposit with the paying agent for such bonds which are to be refunded pursuant to Section 10-126 R.R.S. Neb., as amended, (or any successor statutory provision thereto) or the time when such bonds which are to be refunded under the terms of their authorizing ordinance or ordinances are no longer deemed to be outstanding, whichever occurs sooner.

Section 21. The City will not hereafter grant any franchise or right to any person, firm or corporation to own or operate a sewer, water, gas or electrical plant or system in competition with that owned by the City.

Section 22. While any of the Bonds, the Outstanding Bonds or Additional Bonds are outstanding, the City will render bills to all customers for sewer, water, gas and electrical services. If bills are not paid within sixty days after due, such utility service will be discontinued. The City agrees that it will order water service shut off on all properties served by water or sewer where there are delinquent water or sewer use charges and will order gas or electric service shut off on all property served by gas or electricity where there are delinquent gas or electric charges, and will make appropriate charge for use of all properties of the City connected to the sewer, water, gas and electrical systems. The City's obligations under this Section shall be subject, however, to any state or federal law governing the City's right to discontinue utility service.

Section 23. Except for amendments which are required for the correction of language to cure any ambiguity or defective or inconsistent provisions, omission or mistake or manifest error contained herein, no changes, additions or alterations of any kind shall be made by the City in the provisions of this Ordinance in any manner; provided, however, that from time to time the holders or owners of two-thirds (2/3rds) in principal amount of the Bonds, the Outstanding Bonds and of Additional Bonds outstanding authorized hereunder, as to each such series or issue (not including any of said bonds credited to any of the Accounts described in Section 13 of this Ordinance or any other of said bonds owned or controlled directly or indirectly by the City), by an instrument or instruments in writing signed by such holders or owners and filed with the City Clerk shall have power to assent to and authorize any modification of the rights and obligations of the City and of the registered owners of the Bonds, the Outstanding Bonds and of Additional Bonds and interest pertaining thereto and the provisions of this Ordinance that shall be proposed by the City, and any action authorized to be taken with the assent and authority given as aforesaid of the holders or owners of two-thirds (2/3rds) in principal amount of said bonds (as to each such issue at the time of consent or approval) shall be binding upon all holders or owners of said Bonds, the Outstanding Bonds and Additional Bonds at the time outstanding hereunder and upon the City as fully as though such action were specifically and expressly authorized by the terms of this Ordinance; provided, always, that no such modification shall be made which will (a) extend the time of payment of the principal of or interest on any of said bonds or reduce the principal amount thereof or the rate of interest thereon; or (b) give to any of said bonds secured by this Ordinance any

preference over any other of said bond or bonds; or (c) authorize the creation of any lien prior to the pledge of the revenues afforded by this Ordinance for the Bonds, the Outstanding Bonds and any Additional Bonds or (d) reduce the percentage in principal amount of said outstanding bonds required to assent to or authorize any such modification. Any modification of the provisions of this Ordinance made as aforesaid shall be set forth in a supplemental ordinance to be adopted by the Mayor and Council of said City. Anything in this Section 23 notwithstanding, the City may in any ordinance authorizing Additional Bonds add additional agreements or covenants providing for the further securing of the Bonds, the Outstanding Bonds and any Additional Bonds and may also provide for appropriate sub-accounts in the Combined Utilities Revenue Bond Payment Account and Combined Utilities Bond Reserve Account, the funds in which shall be held on a priority basis for each such issue of Additional Bonds under the terms and limitations provided for in this Ordinance.

Section 24. So long as any of the Bonds, the Outstanding Bonds or any Additional Bonds of equal lien are outstanding, each of the obligations, duties, limitations and restraints imposed upon the City by this Ordinance shall be deemed to be a covenant between the City and every holder or owner of said bonds, and this Ordinance and every provision and covenant hereof shall constitute a contract of the City with every registered owner from time to time of said bonds. Any registered owner of a Bond, an Outstanding Bond or of an Additional Bond or Bonds may by mandamus or other appropriate action or proceeding at law or in equity in any court of competent jurisdiction enforce and compel performance of this Ordinance and every provision and covenant thereof, including without limiting the generality of the foregoing, requesting the appointment of a receiver for the Combined Utilities and the enforcement of the performance of all duties required by the City by this Ordinance and the applicable laws of the State of Nebraska, including in such duties the making and collecting of sufficient rates, rentals, fees or charges for the use and service of the Combined Utilities, the segregation of the revenues of said systems and the application thereof to the respective Fund and Accounts and sub-accounts referred to and described in Section 13 of this Ordinance.

Section 25. The City's obligations under this Ordinance and the liens, pledges, dedications, covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to any Bonds and any such bonds shall no longer be deemed outstanding hereunder if such bonds shall have been purchased and canceled by the City, or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with

the terms thereof; or (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust solely for such payment (1) sufficient money to make such payment and/or (2) Deposit Securities in such amount and bearing interest at such rates and payable at such time or times and maturing or redeemable at stated fixed prices at the option of the holder as to principal at such time or times as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any such bond to be paid prior to maturity, the City shall have duly given notice of redemption of such bond as required by this Ordinance or given irrevocable instructions for the giving of such notice. Any such money so deposited with a bank or trust company may be invested and reinvested in Deposit Securities at the direction of the City, and all interest and income from such Deposit Securities in the hands of such bank or trust company in excess of the amount required to pay principal of and interest on the bonds for which such monies were deposited, shall be paid over to the City as and when collected. For purposes of this Section 25, any Deposit Securities shall be non-callable or callable only at the option of the holder.

Section 26. The Mayor, the City Clerk and the City Treasurer, and all other officers of the City, are hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance and sale of the Bonds as contemplated by this Ordinance.

Section 27. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said bond issue, including monies held in any sinking fund for the Bonds, which would cause the Bonds to be "arbitrage bonds" within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said bond issue, including payment and reporting of rebate, if any and as and to the extent determined applicable, due to the United States pursuant to Section 148(f) of the Code. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby authorizes each Authorized Officer to designate each series of the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenant and warrant, on behalf of the City, that the City does not reasonably expect to issue tax-exempt bonds or other tax-exempt obligations aggregating in principal amount more than \$10,000,000 during

calendar year in which such series of Bonds is issued (taking into consideration the exception for current refunding issues).

Section 28. The City hereby (a) authorizes and directs that one or more Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “Rule”) in such form as determined necessary and appropriate by such Mayor, Treasurer or Clerk (the “Continuing Disclosure Undertaking”) and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section, and under the Continuing Disclosure Undertaking.

Section 29. The Authorized Officers are authorized to obtain an insurance policy (the “Bond Insurance Policy”) issued by a provider of bond insurance determined appropriate by an Authorized Officer (the “Bond Insurer”) guaranteeing the scheduled payment of the principal of and interest on the Bonds covered by the Bond Insurance Policy, and take any and all actions necessary or appropriate in connection with obtaining such Bond Insurance Policy. The Authorized Officers are further authorized to obtain a surety or other instrument for deposit in the debt service reserve for a series of the Bonds (a “Surety”) from the Bond Insurer or other insurance institution or financial institution (the “Surety Provider”) to satisfy any Reserve Requirement with respect to a series of the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the provisions agreed to by an Authorized Officer with respect to the Bond Insurance Policy with the Bond Insurer, a Surety with the Surety Provider, or both, shall govern with respect to the applicable Bonds.

Section 30. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 31. All ordinances, resolutions or orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 32. The Authorized Officers are hereby authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement, in the forms deemed appropriate by them, all in accordance with the Rule.

Section 33. All documents, agreements, certificates, and instruments related to the Series 2025 Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Series 2025 Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 34. This Ordinance shall be in force and take effect from and after its passage and approval according to law. This Ordinance shall be published in pamphlet or electronic form.

PASSED AND APPROVED this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

(SEAL)



Purchasing Policies and Procedures

Purpose: The purpose of this policy is to establish uniform standards and procedures to be followed by all using agencies (City Departments, Boards, Commissions, and the City Council) in the purchase of all supplies, materials, equipment, and contractual services. The City shall neither impose nor condone any bidding or procurement policies that result in exclusionary or anti-competitive bidding or violate state or federal antitrust laws.

Policy: The purchasing standards and procedures set forth herein are designed to:

1. Attain maximum economy in municipal operations to ultimate advantage of local taxpayers.
2. Provide equal opportunity for qualified vendors to serve the City's needs.
3. Use local businesses when practical and competitive.
4. Adhere to relevant Ordinances and Statutes.

A. Purchase Authority

In general, all supplies, materials, equipment and contractual services should be included in the annual budget authority approved by the City Council or governing body. Each department head of the City shall be responsible for its own department's purchasing needs in strict compliance with the procedures set forth herein. Department heads must provide accurate budget and expenditure information to the City Administrator to ensure the effective administration of this policy. No department may make charges against budget accounts of other departments without prior authorization. The City Administrator is responsible for determining if an item is budgeted, adequate funds are available, and that proper purchasing procedures are followed.

B. Definitions

- a. **Goods/Services:** Shall mean and include all supplies, parts, materials, and equipment.
- b. **Written Quote:** Quote submitted by supplier on the suppliers form with supplier identifying information
- c. **Contractual Services:** Shall mean and include all telephone, gas, water, electric light and power service, towel and cleaning service, insurance, lessee for all grounds, building, office, or other space required by the using agencies; and the rental, repair, or maintenance of equipment, machinery, and other city-owned property. The term shall not include professional and other contractual services that are unique in their nature and not subject to competition.
- d. **City:** Shall mean the City of Falls City, Nebraska.
- e. **Using Agency:** Shall mean any department, agency, commission, board, or other unit of city government using supplies or procuring contractual services as provided for in this article.

C. Purchase Types

- a. **Micro Purchase:** Acquisition of supplies, equipment or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see 2 C.F.R. Section 200.1), currently set at \$10,000 except as otherwise discussed in the regulation set at 48 C.F.R. part 2, subpart 2.1.

Small Purchase: Acquisition of supplies, equipment or services, the aggregate dollar amount of which is higher than the micropurchase threshold but does not exceed the simplified acquisition threshold (see 2 C.F.R. Section 200.1) currently set at \$250,000, except as otherwise discussed in the regulation set at 48 C.F.R. part 2, subpart 2.1.

D. Authorization Limits

Although included in the annual budget, certain supplies, materials, equipment, and contractual services may require additional approvals before actual purchase. Staff purchasing supplies, materials, equipment, or contractual services must receive the following approvals prior to purchase:

- a. Department Head may authorize purchases that do not exceed \$1,500 if the expense source of funding has been identified in the budget. Purchases in this category can best be described as day to day purchases needed to perform a job or service, however, they should still meet the goals and intent of this policy. Department heads are responsible for the purchases made by subordinates within their department. They may delegate this purchasing authority to subordinates, but they still bear responsibility for these purchases.
- b. The City Clerk, City Treasurer, Public Works Director, Utility Superintendent, Parks & Recreation Director, Police Chief and Library Director may authorize all micropurchases respectively to the funds they manage.
- c. The City Administrator and/or Deputy City Administrator may authorize all micropurchases and also small purchases up to \$50,000 for all city funds.
- d. Small purchases in excess of \$50,000 require City Council approval unless otherwise adopted by resolution.

E. Purchase Orders

A Purchase Requisition and Purchase Order must be prepared for the following:

- a. Any purchase of goods or services of \$1,500.00 or more
- b. Any purchase from a source determined by formal bid, bid waiver or formal quotation
- c. When a vendor requires a purchase order
- d. Whenever a department head believes it is best or prudent to do so

F. Vendor Payments

F.

The department ordering goods or services is responsible for the accuracy of expense accounts used and that the purchases are within budget parameters. All expenses must be coded to the appropriate expense category/expense line.

All applicable quotation forms, vendor invoices, purchase requisitions and purchase orders, approved by the department head or designee must be forwarded to the Treasurer's office for payment and processing.

G. Purchasing Cards

Purchasing Cards (P-Cards) are strictly for official city business. P-Cards shall only be used for transactions in which payment by check is not feasible, to facilitate travel by employees and officials on official city business, purchasing goods or services during a time of emergency. Purchasing cards may be issued to authorized personnel as determined by the City Administrator and/or Treasurer. The purchasing card limits shall not exceed the authorization limits detailed in Item D of this policy. The following positions are eligible for issuance based on operational need:

- Department Heads
- Public Works Director
- City Clerk
- Treasurer
- Parks & Recreation Director
- Police Chief
- Library Director
- Other staff members, as approved by the city administrator, with justification of need

G.H. Purchasing Procedures

- a. **Micro Purchase:** This method will generally be used to obtain very small quantities of supplies, small equipment, contractual services, minor maintenance and/or construction projects. To the maximum extent practicable, the city should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the city considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the city.
- b. **Small Purchase:** This method will generally be used to obtain small quantities of supplies, large equipment, capital improvement projects, inventory, and other capital outlay purchases. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources as determined appropriate by the city. Purchases shall be awarded to the lowest responsible and responsive bidder, unless a local economic impact preference is justified per Subsection C below; however, this preference shall not be applied when federal funds are used, in compliance with applicable federal procurement regulations. The following exclusions apply to all small purchases:
 1. Local Economic Impact Preference: When selecting a vendor that is not the lowest responsible bidder based on local economic impact, the department head must provide written justification for the selection, citing specific economic benefits and include this documentation in the procurement file for transparency and audit compliance. The following apply for local economic impact preference:
 - a. Local Vendor Preference: A vendor with a physical business presence within Richardson County may be awarded the purchase if their quote is within 10% of the lowest quote and they are otherwise responsive and responsible.
 - b. Economic Impact Evaluation: A vendor may be selected over a lower bidder if they demonstrate greater economic impact to the city, including but not limited to employment of local residents, use of local subcontractors or materials, payment of local sales or property taxes

4.2 Small purchases in excess of \$50,000.00 require City Council approval.

2.3. Purchasing for public construction projects exceeding \$30,000.00 for a project such as water extensions, sewers, public heating systems, bridges, street work or other improvements when the cost is assessed to the property shall follow Nebraska Revised Statute 17-568.01.

- a. Advertisement for bids published at least seven (7) days prior to bid closing in a legal newspaper in or of the general circulation in the city. The City may also solicit sealed bids from responsible prospective suppliers by sending them a copy of such newspaper notice or such other notice as will acquaint them with the proposed purchase or sale. In any case, invitation sent to the vendors shall be limited to commodities that are similar in character and ordinarily handled by those vendors to whom the invitations are sent.
 - ~~b.~~ Before entering into the contract, the city or village engineer is required to prepare an estimate of the project's cost and submit it to the city council.
 - ~~c.~~ The contract must receive prior approval from the city council or village board of trustees.
- c. **Sealed Bids:** This method will generally be used to obtain contractors for construction projects and for large quantities of goods or materials. Procurement by sealed bids is a procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Bids shall be submitted "sealed" to the City Clerk's Office or his/her designee and shall be identified as 'bids' on the envelope, with time of bid opening and purpose of bid opening also marked on the envelope. Bids shall be opened in public on the date, time, and place stated in the public notices. A tabulation of all bids received shall be available for public inspection and posted to the city's website. The City shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby. The City shall not accept the bid of a contractor who is in default on the payment of taxes, licenses, or other monies due to the City. Contract shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder", in addition to price, the City shall take into account the following items:
- ~~4.a.~~ The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - ~~2.b.~~ Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - ~~3.c.~~ The character, integrity, reputation, judgment, and efficiency of the bidder;
 - ~~4.d.~~ The quality of performance of previous contracts or services;
 - ~~5.e.~~ The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - ~~6.f.~~ The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - ~~7.g.~~ The quality and availability of the goods or contractual services to the particular use required;
 - ~~8.h.~~ The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - ~~9.i.~~ The number and scope of conditions attached to the bid.

When the award is not given to the lowest bidder in price, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Department Head and filed with other papers related to the transaction.

Except in the case of tie bids, there shall be neither formal nor tacit local vendor's preference policies. ~~The City shall neither impose nor condone any bidding or procurement policies that result in exclusionary or anti-competitive bidding or violate state or federal antitrust laws.~~ If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder. Where there is no local bidder, or when two (2) or more local bidders are equal, the Department Head shall make a recommendation to the City Administrator in order to select a bidder.

- d. **Competitive Proposals:** This method will generally be used to obtain professional services. Procurement by proposal is a procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. This method has two subparts—the Request for Proposal and the Request for Qualifications.

- a. **Request for Proposals:** Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the City, with price and other factors considered such as experience, past performance, technical approach, local economic impact. An examples of bid evaluation criteria is as follows:

<u>Evaluation Factor</u>	<u>Weight (%)</u>	<u>Description</u>
<u>Cost Proposal</u>	<u>40</u>	<u>Lowest reasonable and responsive price</u>
<u>Experience & Past Performance</u>	<u>25</u>	<u>Quality of past work, references, and project history</u>
<u>Technical Approach</u>	<u>20</u>	<u>Understanding the project scope, work plan and schedule</u>
<u>Local Economic Impact</u>	<u>15</u>	<u>Employment of local workforce, use of local suppliers, or contributions to the local economy (Must be nondiscriminatory and not a strict local preference).</u>

- b. **Request for Qualifications:** The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of architectural/engineering professional services. Examples of evaluation criteria are as follows:

<u>Evaluation Factor</u>	<u>Weight (%)</u>	<u>Description</u>
<u>Firms Experience & Past Performance</u>	<u>30</u>	<u>Relevant project experience, past performance with similar work, and references.</u>
<u>Key Personnel & Qualifications</u>	<u>25</u>	<u>Experience, certifications, and technical expertise of key team members assigned to the project.</u>
<u>Technical Approach & Understanding</u>	<u>20</u>	<u>Proposed work plan, methodology, and demonstrated understanding of the</u>

		<u>project's objectives and challenges.</u>
<u>Capacity & Availability</u>	<u>15</u>	<u>Ability to complete the project within the required timeframe, current workload, and resource availability.</u>
<u>Familiarity with Community Needs</u>	<u>10</u>	<u>Understanding of local challenges, community priorities, and ability to engage stakeholders effectively.</u>

2.

e. Emergencies: In the event of an emergency which requires immediate purchase of supplies or contractual services of \$50,000 up to the small purchase limit, the City Administrator shall be empowered to authorize the Public Works Director and/or Department Head to secure adequate goods/services at the lowest obtainable price. An "emergency" shall be defined as any event that interrupts the normal administration of municipal services, thereby jeopardizing the life, health, or convenience of citizens. Should an emergency situation arise and it is not possible or convenient to reach the appropriate City Administrator, any purchase necessary, up to \$50,000.00, shall be made by the department in charge and such purchase reported to the Department Head and City Administrator the following business day. A report of the circumstances of any emergency purchase shall be filed by the Department Head with the City Administrator.

e.

f. Alternative Project Delivery Methods for Construction Projects: The procurement for Design-Build and Construction Management at Risk processes for certain projects is incorporated in the Purchasing Policy as detailed in the attached Appendix A. Excluded from both alternatives are construction projects involving basic infrastructure such as roads, streets, highways, water, sewer, utility and wastewater.

g. The City, whenever applicable, may purchase supplies, equipment, or services without the necessity of using the formal bid requirements as set forth in this section by either:

1.a. Purchasing under a State of Nebraska contract; or

2.b. Purchasing the same supplies, equipment, or services from another vendor at or below the purchase price of a State of Nebraska contract; or

3.c. Purchasing under a contract or agreement compliant with the Interlocal Cooperation Act where the acquisition cost of the item being purchased has been established through a public procurement process; or

4.d. Purchasing under a contract or agreement with a Joint Public Agency where the cost of the item being purchased has been established through a public procurement process; or

5.e. Purchasing where the entire cost of the supplies, or services is 100 percent funded by a donation to the City for said supplies, equipment, or services, and the following criteria are met:

a.i. The project utilizing said supplies, equipment, or services has been approved by the City in advance of the donation to the City, and

b.ii. The donor has requested that particular supplies, equipment, or services be acquired by the City with the donated funds, and

c.iii. Purchasing used equipment with prior authorization of the Council; or

d.iv. Purchasing items that are available only from a single source; or

e.v. Purchasing parts and labor needed for maintenance and repairs, or

f.vi. Purchasing consumables and fuels.

APPENDIX A

Alternative Project Delivery Methods for Construction Projects Policy

PURPOSE: The purpose of the below recommended guidelines and procedures is to authorize the City, through the Political Subdivision Construction Alternatives Act (§13-2901), to enter into a design-build contract which is subject to qualification-based selection or a construction management at risk contract for public contracts.

DEFINITIONS: For purposes of this policy the following are the definitions outlined in the Political Subdivisions Construction Alternatives Act.

Construction management at risk contract is a contract by which a construction manager:

- a. Assumes the legal responsibility to deliver a construction project within a contracted price,
- b. Acts as a construction consultant during the design development phase of the project, and
- c. Is the builder during the construction phase of the project.

The construction manager is the legal entity which proposes to enter into a construction management at risk contract.

Design-build contract is a contract subject to qualification-based selection of the design-builder to furnish:

- a. Architectural, engineering, and related design services for a project, and
- b. Labor, materials, supplies, equipment and construction services.

A design builder is the legal entity which proposes to enter into a design-build contract by qualification-based selection.

A letter of interest is a statement indicating interest to enter into a design-build or construction management at risk contract for a project.

A performance-criteria developer is any person licensed or any organization issued a certificate of authorization to practice architecture or engineering who is selected to assist in the development of

project performance criteria, requests for proposals, evaluations of proposals, evaluation of construction under a design- build contract to determine adherence to performance criteria, and any additional requested services to represent the City's interest in relation to a project.

The performance criteria developer is ineligible to be included as a provider of any services in a proposal for any project on which he/she/it has acted as performance-criteria developer and is not employed by or does not have a financial or other interest in a design-builder or construction manager who will submit a proposal.

The project performance criteria are the performance requirements of the project suitable to allow the design-builder to make a proposal. Performance requirements include the following:

- a. Capacity
- b. Durability
- c. Standards
- d. Ingress and egress requirements
- e. Description of the site
- f. Surveys
- g. Soil and environmental information concerning the site
- h. Interior space requirements
- i. Material quality standards
- j. Design and construction schedules
- k. Site development requirements
- l. Provisions for utilities and storm water retention and disposal
- m. Parking requirements
- n. Applicable governmental code requirements, and
- o. Other criteria for the intended use of the project.

A proposal is an offer in response to a request for proposals a) by a design- builder to enter into a design-build contract or b) by a construction manager to enter into a construction management at risk contract.

The qualification-based selection process is the process of selecting a design- builder based first on qualifications of the design-builder and then on the design- builder's proposed approach to the design and construction of the project.

A request of letters of interest is the documentation or publication by which the city solicits letters of interest.

A request for proposals is the documentation by which the city solicits proposals.

POLICIES

The City Council shall adopt a resolution selecting the design-build contract or construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract by the City. The resolution requires the affirmative vote of at least two- thirds of the City Council.

PROCEDURES

DESIGN-BUILD CONTRACT

Letters of Interest

The City shall prepare a request for letters of interest for design-build proposals. Requests shall describe the project in sufficient detail to permit the design-builder to submit a letter of interest. The details should include the items listed under the project performance criteria under the definition section of this policy.

Requests for letters of interest shall be published in a newspaper of general circulation within the City's area at least thirty (30) days prior to the receipt of letters of interest deadline. Requests for letters of interest should also be sent via first class mail to any design-builder upon request.

Letters of interest shall be reviewed by the City in consultation with the performance-criteria developer. The City shall select prospective design-builders in accordance with the procedures and standards adopted by the City.

At least three (3) prospective design-builders shall be selected, except that if only two (2) design-builders have submitted letters of interest, the City shall select at least two (2). Selected design-builders shall then be considered pre-qualified and eligible to receive a request for proposal.

Request for Proposal

The City shall prepare a request for proposal for each design-build contract. Notice of the request for proposal shall be published in a newspaper of general circulation within the City's service area at least thirty (30) days prior to the deadline for receipt and opening of proposals.

The request for proposal shall contain, at a minimum, the following elements.

- a. That the City Council will execute the design-build contract.
- b. The policies adopted by the City Council to be used when executing a design-build contract.
- c. The proposed terms and conditions of the design-build contract, including any terms and conditions which are subject to further negotiation. The general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The terms and conditions may set forth an initial determination of the manner by which the design-builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.
- d. A project statement which contains information about the scope and nature of the project.
- e. The project performance criteria.
- f. The budget parameters for the project.
- g. Any bonds and insurance required by law or as may be additionally required by the City.
- h. The criteria for evaluation of proposals and the relative weight of each criterion.
- i. A requirement that the design-builder provide a written statement of the design-builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals.
- j. A requirement that the design-builder agree to the following conditions:
 1. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 2. At the time of the design-build offering, the design builder will furnish to the City Council a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 3. The architect or engineer engaged by the design-builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the design-builder prior to the completion of the project without the written consent of the City Council;
 4. A design-builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and will submit proof of sufficient professional liability insurance; and
 5. The rendering of architectural or engineering services by a licensed architect or engineer employed by the design-builder will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under the act.
- k. Other information which the City chooses to require.

Proposal Evaluation

The request for proposals shall be sent only to the pre-qualified design-builders selected. Design-builders shall submit proposals as required by the request for proposals.

The City may only proceed to negotiate and enter into a design-build contract if there are at least two proposals from pre-qualified design-builders.

Proposals shall be sealed and shall not be opened until expiration of the time established for making proposals as set forth in the request for proposals. Proposals may be withdrawn at any time prior to acceptance. The City shall have the right to reject any and all proposals except for the purpose of evading the provisions and policies of the Political Subdivisions Construction Alternatives Act. The City may thereafter solicit new proposals using the same or a different project performance criteria.

The City shall refer the proposals for recommendation to the selection committee. The selection committee shall be at least five (5) persons designated by the City. Members of the selection committee shall include:

- a. Members of the City Council;
- b. Members of the administration or staff of the City;
- c. The performance-criteria developer;
- d. Any person having special expertise relevant to selection of a design-builder under the Political Subdivisions Construction Alternatives Act; and
- e. A resident of the City's service region other than any individual listed above.

Any selection committee member designated under item "d" or item "e" above, shall not be employed by or have a financial or other interest in a design-builder who has a proposal being evaluated and shall not be employed by the City or the performance-criteria developer.

The City shall rank in order of preference the design-builders pursuant to the criteria in the request for proposals and taking into considerations the recommendation of the selection committee.

The City and the selection committee shall evaluate proposals taking into consideration the criteria listed below with the maximum percentage of total points for evaluation which may be assigned to each criterion as indicated immediately following the criterion.

- a. The financial resources of the design-builder to complete the project, ten percent (10%)
- b. The ability of the proposed personnel of the design-builder to perform, thirty percent (30%)
- c. The character, integrity, reputation, judgment, experience, and efficiency of the design-builder, thirty percent (30%)
- d. The quality of performance on previous projects, thirty percent (30%)
- e. The ability of the design-builder to perform within the time specified, thirty percent (30%)
- f. The previous and existing compliance of the design-builder with laws relating to the contract, ten percent (10%), and
- g. Other information as may be secured having a bearing on the selection, twenty percent (20%).

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records.

The City may attempt to negotiate a design-build contract with the highest ranked design-builder selected by the City and may enter into a design-build contract after negotiations. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.

If the City is unable to negotiate a satisfactory design-build contract with the highest ranked design-builder, the City may terminate negotiations with that design-builder. The City may then undertake negotiations with the second highest ranked design-builder and may enter into a design-build contract after negotiations. If the City is unable to negotiate a satisfactory contract with the second highest ranked design-builder, the City may undertake negotiations with the third highest ranked design-builder, if any, and may enter into a design-build contract after negotiations.

If the City is unable to negotiate a satisfactory contract with any of the ranked design-builders, the City may either revise the request for proposals and solicit new proposals or cancel the design-build process.

A design-build contract may be conditioned upon later refinements in scope and price and may permit the City in agreement with the design-builder to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

The City shall not use a design-build contract for a project, in whole or in part, for road, street, highway, water, wastewater, utility, or sewer construction.

CONSTRUCTION MANAGEMENT AT RISK CONTRACT

Letters of Interest

The City wishing to enter into a construction management at risk contract shall prepare a request for letters of interest for construction management at risk proposals. Requests shall describe the project in sufficient detail to permit the construction manager to submit a letter of interest.

Requests for letters of interest shall be published in a newspaper of general circulation within the City's service area at least thirty (30) days prior to the receipt of letters of interest deadline. Requests for letters of interest should also be sent via first class mail to any construction manager upon request.

The City shall select prospective construction managers in accordance with the procedures and standards adopted by the City. At least three (3) prospective construction managers shall be selected, except that if only two (2) construction managers have submitted letters of interest, the City shall select at least two (2). Selected construction managers shall then be considered pre-qualified and eligible to receive a request for proposal.

Request for Proposal

The City shall prepare a request for proposal for each construction management at risk contract. Notice of the request for proposal shall be published in a newspaper of general circulation within the City's service area at least thirty (30) days prior to the deadline for receipt and opening of proposals.

The request for proposal shall contain, at a minimum, the following elements.

- a. That the City Council will execute the contract.
- b. The policies adopted by the City Council to be used when executing a construction management at risk contract.
- c. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.
- d. Any bonds and insurance required by law or as may be additionally required by the City.
- e. General information about the project which will assist the City in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule and the estimated budget.
- f. The criteria for evaluation of proposals and the relative weight of each criterion.
- g. A description of any other information which the City chooses to require.

Proposal Evaluation

Proposals shall be sealed and shall not be opened until expiration of the time established for making proposals as set forth in the request for proposals.

The City shall refer the proposals for recommendation to the selection committee. The selection committee shall be at least five (5) persons designated by the City. Members of the selection committee shall include:

- a. Members of the City Council;
- b. Members of the administration or staff of the City;

- c. The City's architect or engineer;
- d. Any person having special expertise relevant to selection of a construction manager under the Political Subdivisions Construction Alternatives Act; and
- e. A resident of the City's service region other than any individual listed above.

Any selection committee member designated under item "d" or item "e" above, shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the City or the performance-criteria developer.

The City shall evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into considerations the recommendation of the selection committee.

The City and the selection committee shall evaluate proposals taking into consideration the criteria listed below with the maximum percentage of total points for evaluation which may be assigned to each criterion as indicated immediately following the criterion.

- a. The financial resources of the construction manager to complete the project, ten percent (10%)
- b. The ability of the proposed personnel of the construction manager to perform, thirty percent (30%)
- c. The character, integrity, reputation, judgment, experience, and efficiency of the construction manager, thirty percent (30%)
- d. The quality of performance on previous projects, thirty percent (30%)
- e. The ability of the construction manager to perform within the time specified, thirty percent (30%)
- f. The previous and existing compliance of the construction manager with laws relating to the contract, ten percent (10%), and
- g. Other information as may be secured having a bearing on the selection, twenty percent (20%).

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records.

The City may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.

If the City is unable to negotiate a satisfactory contract with the highest ranked construction manager, the City may terminate negotiations with that construction manager. The City may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations. If the City is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the City may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.

If the City is unable to negotiate a satisfactory contract with any of the ranked construction managers, the City may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process.

A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the City in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

The City shall not use a construction management at risk contract for a project, in whole or in part, for road, street, highway, water, wastewater, utility, or sewer construction.

Nothing in the Political Subdivisions Construction Alternatives Act shall limit or reduce statutory or regulatory requirements regarding bonding or insurance for design-build contracts or construction management at risk

contracts.

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