
Watch the meeting livestream at <https://youtube.com/live/OTy07U5loAQ?feature=share>

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

ROUTINE BUSINESS

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

CONSENT AGENDA (Page 3-9)

1. Minutes Approval for November 20, 2023
2. Agenda Approval
3. Consent Agenda

Any item listed on the Consent Agenda may, by the request of any single Council Member, be considered as a separate item under the Regular Agenda Section of the Agenda.

OLD BUSINESS

None

REGULAR BUSINESS

1. Discussion and Action – November Claims
2. Discussion and Action – Election of President of the City Council
3. Discussion and Action – Election of Acting President of the City Council
4. Discussion and Action – Rescheduling of regular council meetings conflicting with Calendar Year 2024 city holidays
5. Discussion and Action – Appointment of Jim Brown to the Falls City Volunteer Fire Department as recommended by the Fire Chief Matt Beer (Pg 10-11)
6. Discussion and Action – Appointment of Matt Beer as Fire Chief, Jon McQueen as First Assistant Fire Chief and Devin Moore as Second Assistant Fire Chief as recommended by the Falls City Volunteer Fire Department (Pg 12-13)



7. Discussion and Action – Request for Special Designated Liquor License on January 13, 2024 for the Whitetails banquet at Prichard Auditorium | Spirit Shoppe-Armbruster Liquor (Pg 14)
8. Discussion and Action – Resolution authorizing city to abate outside nuisances at 1719 Wilson Street (Pg 15-16)
9. Discussion and Action – Resolution authorizing city to abate outside nuisances at 2101 Barada Street (Pg 17-18)
10. Discussion and Action – Authorizing execution of a Negotiated Rate on Deposit Account Agreement with F&M Bank for the Pooled Cash Utility Funds (Pg 19-24)
11. Discussion and Action – Authorizing execution of the Certificate of Compliance for the Nebraska Department of Transportation Maintenance Agreement No. 10 for Calendar year 2023
12. Discussion and Action – Purchase of a 2024 F550 from Woodhouse (Pg 25-28)
13. Discussion and Action – Purchase of two 2024 F600 and one 2024 F350 from Hullmans Ford-Lincoln in-lieu of cancelled/unbuilt 2023 orders (Pg 29-35)

ADJOURNMENT

Anthony Nussbaum, City Clerk

REPORT TO MAYOR & COUNCIL PERSONS

**FROM ANTHONY NUSSBAUM
CITY ADMINISTRATOR**

REGARDING Administrators Report – December 4, 2023

DATE December 1, 2023

Operations Update

As of December 1, 2023, a total of 567 citizens are actively using the official mobile app. With features like City Info, Municipal Services, Culture & Recreation, Jobs, Around FC, Business Directory, Events, News, and Report Issues you'll find it easier than ever to stay connected with City of Falls City, NE with just a few taps on your mobile device. Users can also provide feedback within the app requesting features or improvements they would like to see within the app.



With the 1st snow accumulation of the upcoming winter season having already occurred, we remind citizens of the street parking regulations for snow and ice control. Vehicles should be parked on the south and west sides of the street to allow the first stage of street clearing and once snow plows have gone by, vehicles can be moved/parked on the north and east sides of the street to allow for the final stage of street clearing.

Groundworks completed installation of wall anchors on the retaining wall around the old snack shack building. The foundation wall was cracked and separated. Soil nail anchors were installed to eliminate additional settlement issues. Repair of the sidewalks behind the retaining wall will be completed by city crews in early spring. Sidewalk leveling was also performed along the north side of the Aquatic Center and along the sidewalk to the splashpad to eliminate trip hazards and control proper water shed.

Community Development

Letters were submitted to the United State Postal Service and Richardson County Assessor noting the Street name revisions for Dorrington Court and Morehead Court at Champions Crossing, 1st Addition. In addition, letters were mailed noting the name change from Old Highway 73 to Bill Schock Blvd. All affected property owners will receive a letter noting the revised street name.

A zero-entry merry-go-round called an "Inclusive Whirl" was installed at Pioneer Park thanks to donations by St. Paul's Lutheran Church, ELCA, Air Lanco, Richardson Foundation, Frontier Bank, F&M Bank, H&R Block, FAST Global, Tanner Shelby Merz Foundation and Brantley Witt Memorial Fund. We thanks everyone involved in the addition of this feature to our park.



A collaborative meeting is scheduled on December 7, 2023 with County Commissioners, Sheriff Hardesty, Police Chief Baker and myself to continue discussions of 911 Dispatching needs.

Steele Cemetery is actively participating in the Wreaths Across America initiative, a heartfelt endeavor aimed at commemorating and paying tribute to our veterans by adorning their graves with wreaths. The commemorative ceremony is scheduled for December 16, 2023, at 11:00 am, and it will be orchestrated by the local Ladies Auxiliary.

Wreaths are available for purchase to be placed on the veterans' graves.

When making your purchase, make sure to select "Steele Cemetery - Falls City, NE" and opt for "Grave Specific" to specify the exact grave for the wreath placement.

To acquire a wreath and contribute to this honorable cause, you can visit the Wreaths Across America website at <https://donate.wreathscrossamerica.org/?pageId=16599...>



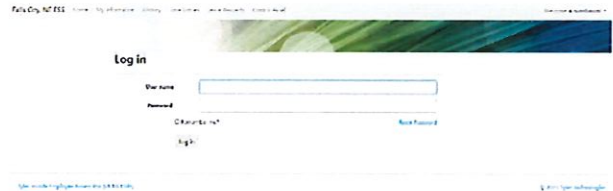
Financials

Fiscal auditing was performed in late November by JDB. A full audit report is being compiled and will be presented in the near future.

General Ledger "Go Live" was completed and all existing general ledger data was migrated from Power Manager to ERP 10.

Human Resources

All employees now have access to an employee portal within the ERP 10 software. The portal is utilized for time entry, paystub viewing, time off requests, and benefit enrollment. Payroll "Go Live" has been completed and our first payroll ran through the new system on 12.1.2023.



Projects

2023 Tyler Tech Implementation – Financial, general ledger and accounts payable solutions have been implemented and are currently live. As utility billing is still within the legacy system, manual journal entries are required while we continue to work in both software systems. However financial reporting, etc will be derived from the ERP 10 software moving forward. True trial balances cannot yet be completed as closing entries have yet to be entered to close out the old fiscal year within the new system and create the beginning balances for the new fiscal year 2023-2024. This inability to close the old system is due to timing of the fiscal year end with the timing of the start of the new fiscal year within the software. We will finalize ancillary module setup for purchasing, project accounting and inventory in the next couple weeks.

2023 Street Improvements Project-Phase I – Bid documents were published and are due on December 19, 2023, by 2 PM. A virtual bid opening utilizing a web conferencing platform will be held. A pre-bid meeting will be held on Thursday, December 7th, 2023 at City hall for interested bidders. Interested contractors view the bid documents on our website at <https://www.fallscitynebraska.org/bid-opportunities>. See attached "Advertisement for Bids".

2022 Electrical Distribution System Improvements (4.16 Switchgear PDC Project) – Foundation construction continues and excavation of duct banks is beginning. Hyra-vaccking of the duct bank trench is required in most areas due to the extensive amount of underground utilities between the new foundation and the power plant.

2022 Electrical Distribution System Improvements (Primary Underground Project) – Final materials being procured. Contracts were awarded. This project was originally scheduled for a 2023 construction start but construction was postponed due to materials lead times. We are currently expecting a spring to summer 2024 start. BOPW will need to make a decision on property owner cost reimbursement for interior electrical service component for effected properties. M&A will generate a form for customers to utilize to submit expenses.

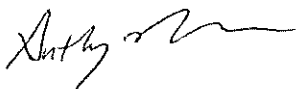
2023 Northeast Force Main Replacement - Project is currently in preliminary design stages. Project consists of replacement of approximately 5000 linear feet or sewer force main along 652 Blvd from 15th Street to 27th Street. Currently working with landowners on easement needs in addition to awaiting a hopeful award of funding through the House Appropriations Committee. Funding notices will likely not be known until congressional budgets are approved which could be after December 2023.

Tiger Trail Street Improvement Project – Sanitary sewer and water main has been installed. Gas lines will be installed in early spring by city crews. Pavement subgrades are under preparations and pavement is anticipated to be completed before the end of December 2023, weather pending.

Projects that were completed this fiscal year as follows:

- 33rd Street – Bill Schock Blvd to Lane Street
- 2023 Storm Sewer Repair – 16th & Crook Street
- Engine 5 Rebuild at Power Plant
- Engine 8 Automation at Power Plant
- Sacred Heart South Parking Lot – Power Underground Project
- Richardson County Service Yard Project – Power Underground project
- 2021 Sanitary Sewer Rehabilitation & Improvement Project
- BNSF Water Main Relocation
- 2023 Phase 8 Gas Main Replacement
- 2023 WWTP Reed Bed Replacement
- 911 Wireless Conversion – Lumen
- 2023 Street Sign Replacement

Respectfully,



Anthony Nussbaum
City Administrator/Clerk/Treasurer



REPORT TO MAYOR & COUNCIL PERSONS

**FROM ANTHONY NUSSBAUM
CITY ADMINISTRATOR**

REGARDING CY 2024 Holidays

DATE November 30, 2023

Listed below are city holidays that conflict with regularly scheduled City Council meetings for calendar year 2024.

Regular Scheduled Meeting	Conflicting Holiday	Proposed Meeting Date
Monday, January 1	New Years Day	Tuesday, January 2
Monday, February 19	Presidents Day	Tuesday, February 20
Monday, September 2	Labor Day	Tuesday, September 3

Respectfully,

Anthony Nussbaum
City Administrator/Clerk/Treasurer

November 20, 2023

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 20th day of November 2023, 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, Holle, Leyden, Rhodd, Wisdom. Absent: Ractliffe. 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 the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the mayor and all persons of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Mayor Harkendorff publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

CONSENT AGENDA

A motion was made by Council person Leyden and seconded by Council person Buckminster to approve the Consent Agenda as follows: *WHEREAS*, certain business of the City Council (Council) of the City of Falls City (City) transpires on a regular and routine basis or is not of controversial nature; and *WHEREAS*, roll call votes on each individual issue greatly extend the meeting time. *NOW, THEREFORE, BE IT HEREBY RESOLVED BY* the City Council that in the interest of economizing time, yet complying with the Public Meeting Laws of the State of Nebraska, which require roll call voting, the following issues are hereby consolidated in this Consent Resolution: 1. *BE IT FURTHER RESOLVED BY* the Council that the minutes from the November 6, 2023 regular meeting is hereby approved. 2. *BE IT FURTHER RESOLVED BY* the Council that the agenda for November 6, 2023, is hereby approved. 3. *BE IT FURTHER RESOLVED BY* the Council that the Treasurer's Report for October, 2023 is hereby approved. 4. *BE IT FURTHER RESOLVED BY* the Council that the Police Report for October, 2023 of the City of Falls City are hereby approved. 5. *BE IT FURTHER RESOLVED BY* the Council that the Consent Resolution for November 20, 2023, is hereby approved. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Holle, Leyden, Rhodd, Wisdom. "NAY" None. "ABSENT" Ractliffe. Motion carried.

APPOINTMENT OF JACK WEAVER TO THE FALLS CITY AIRPORT AUTHORITY FOR TERM ENDING DEC 31, 2024 AS RECOMMENDED BY MAYOR HARKENDORFF

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

AUTHORIZING EXECUTION OF THE REVISED WHOLESALE WATER PURCHASE CONTRACT FOR RURAL WATER DISTRICT NO 2 AS RECOMMENDED BY THE BOARD OF PUBLIC WORKS

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

RESOLUTION ADOPTING THE 2024-2029 ONE AND SIX YEAR STREET IMPROVEMENT PLAN AS RECOMMENDED BY THE BOARD OF PUBLIC WORKS

A motion was made by Council member Ferguson and seconded by Council member Buckminster to adopt resolution 2023- Roll was called on this motion and the Council persons voted as follows: "YEA"

Buckminster, Ferguson, Fouraker, Holle, Leyden, Rhodd, Wisdom. "NAY" None. "ABSENT" Ractliffe. Motion carried.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:11pm

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by Mayor Harkendorff and Council on November 20, 2023; 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

Consent Resolution DECEMBER 4, 2023

WHEREAS, certain business of the City Council (Council) of the City of Falls City (City) transpires on a regular and routine basis or is not of controversial nature; and

WHEREAS, roll call votes on each individual issue greatly extend the meeting time.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY the City Council that in the interest of economizing time, yet complying with the Public Meeting Laws of the State of Nebraska, which require roll call voting, the following issues are hereby consolidated in this Consent Resolution:

1. *BE IT FURTHER RESOLVED BY* the Council that the minutes from the November 20, 2023 regular meeting is hereby approved.
2. *BE IT FURTHER RESOLVED BY* the Council that the agenda for December 4, 2023, is hereby approved.
- ~~3. *BE IT FURTHER RESOLVED BY* the Council that the Claims for November, 2023 is hereby approved.~~
3. ~~4.~~ *BE IT FURTHER RESOLVED BY* the Council that the Consent Resolution for December 4, 2023, is hereby approved.

REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



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

CITY CLERK

All requests for the Agenda must be submitted by noon on the Thursday preceding the meeting in order to be added on the current agenda, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Board action or if it is an item that needs to be handled by staff.

Requested Board to Review (Select One): City Council Board of Public Works

Date: Nov 14, 2023

Phone No: 402-801-0425

Name: Jon McQueen

Email: fcfd@sentco.net

Address: 1924 Chase St.

Falls City, NE

Description of Topic & Desired Resolution:

The Falls City Volunteer Fire
Department request the following
appointment to the Falls City
Volunteer Fire Dept.
See Attached.

Signature of Requester: _____

For City Use only

Received by: _____

Date: _____

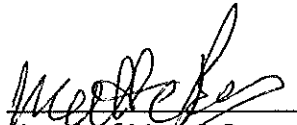
Action Taken: _____

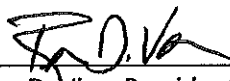
TO: Mayor Harkendorff & City Council Members

November 14, 2023

Subject: Appointment of New Member

At the November 13th meeting of the Falls City Volunteer Fire Department the application from Jim Brown, came before the membership present, and was put to a vote to accept him as a new member. He meets the qualifications set forth in our Constitution and per Article I Section 2: "The Fire Chief shall recommend the appointment of all new members of the Falls City Volunteer Fire Department to the Mayor who may make such appointment subject to review and approval by the City Council of the City of Falls City, Nebraska."


Fire Chief Matt C. Beer


Brian D. Vice, President F.C.V.F.D.

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

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

REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



CITY CLERK

All requests for the Agenda must be submitted by noon on the Thursday preceding the meeting in order to be added on the current agenda, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Board action or if it is an item that needs to be handled by staff.

Requested Board to Review (Select One): City Council Board of Public Works

Date: November 14, 2023 Phone No: 402-801-0425

Name: Jon McQueen Email: fcfd@sentco.net

Address: 1924 Chase St. Falls City, NE

Description of Topic & Desired Resolution:

The Falls City Volunteer Fire
Department requests the
annual appointments of its
2024 officers.

Please see ATTACHED:

Signature of Requester: _____

For City Use only

Received by: _____

Date: _____

Action Taken: _____

Falls City Volunteer Fire Department
2307 Barada St
Falls City, Nebraska 68355

Date: November 14th 2023

To: *Mayor and City Council*

From: Ben Hullman, Secretary

Subject: Annual Appointments of Officers for F.C.V.F.D.

With our annual meeting for elections of Officers for the Falls City Volunteer Fire Department being held on Monday, November 13th, 2023 the following results for the City of Falls City Governing Body to take effect January 1st, 2024, upon appointment by the Mayor and approval by the City Council of Falls City, Ne. were as follows:

Falls City Fire Chief, Matt Beer

First Assistant Chief, Jon McQueen

Second Assistant Chief, Devin Moore

The remaining offices need not be appointed, but for your information

President, Brian Vice

Vice President, Jake Cochran

Secretary, Ben Hullman

Treasurer, Jon McQueen

Thank you,


Ben Hullman, Secretary

Special Designated License

Local Recommendation (Form 200)

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Spirit Shoppe Armbuster Liquor
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1123 Harlan St Jess City NE
Retail Liquor License Address or Non-Profit Business Address

DK 12498
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): Jan 13, 2024

Event Start Time(s): 1:00 pm

Event End Time(s): 1:00 am

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Richard Auditorium

Event Street Address/City: 312 W 17th Jess City NE 68355

Indoor area to be licensed in length & width: 124 x 74

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: White tails Estimate # of attendees: 450

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Theresa Armbuster Event Contact Phone Number: 402-245-1236

Event Contact Email: tarmbuster98@gmail.com

*Signature Authorized Representative: Theresa Armbuster Printed Name Theresa Armbuster

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature Date



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CITY TO ABATE OUTSIDE NUISANCE AT 1719 WILSON STREET

WHEREAS, the property at 1719 Wilson Street is a menace to the public health or safety of the people of the City of Falls City, Nebraska and is an attractive nuisance which may prove detrimental to children as of December 4, 2023; and

WHEREAS, on April 20, 2023, the Property Owner received a citation and subsequently plead guilty to:

- 1) Maintaining a Nuisance in violation of Falls City Municipal Code §6-327;
- 2) Litter in violation of Falls City Municipal Code §6-321(3);
- 3) Appliances in yard in violation of Falls City Municipal Code §6-324; and

WHEREAS, on June 14, 2023, the Property Owner received a citation and subsequently plead guilty to:

- 1) Offense; Weeds in violation of Falls City Municipal Code §6-321;
- 2) Maintaining a Nuisance (2nd) in violation of Falls City Municipal Code §6-327;
- 3) Appliances in yard in violation of Falls City Municipal Code §6-324; and

WHEREAS, on August 23, 2023, a letter to bring the property into compliance including, but not limited to, the violations on April 20, 2023 and June 14, 2023 and not maintaining tree clearance over streets and alleys; and

WHEREAS, there has been no action to bring the property to compliance.

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

- 1. That the City’s Attorney is authorized to bring a civil action to abate said nuisances, including the request that the property be demolished.
- 2. That upon obtaining a judgment and the owner failing to comply, the City Administration may take such action as is necessary to abate said nuisances and collect the cost thereof.

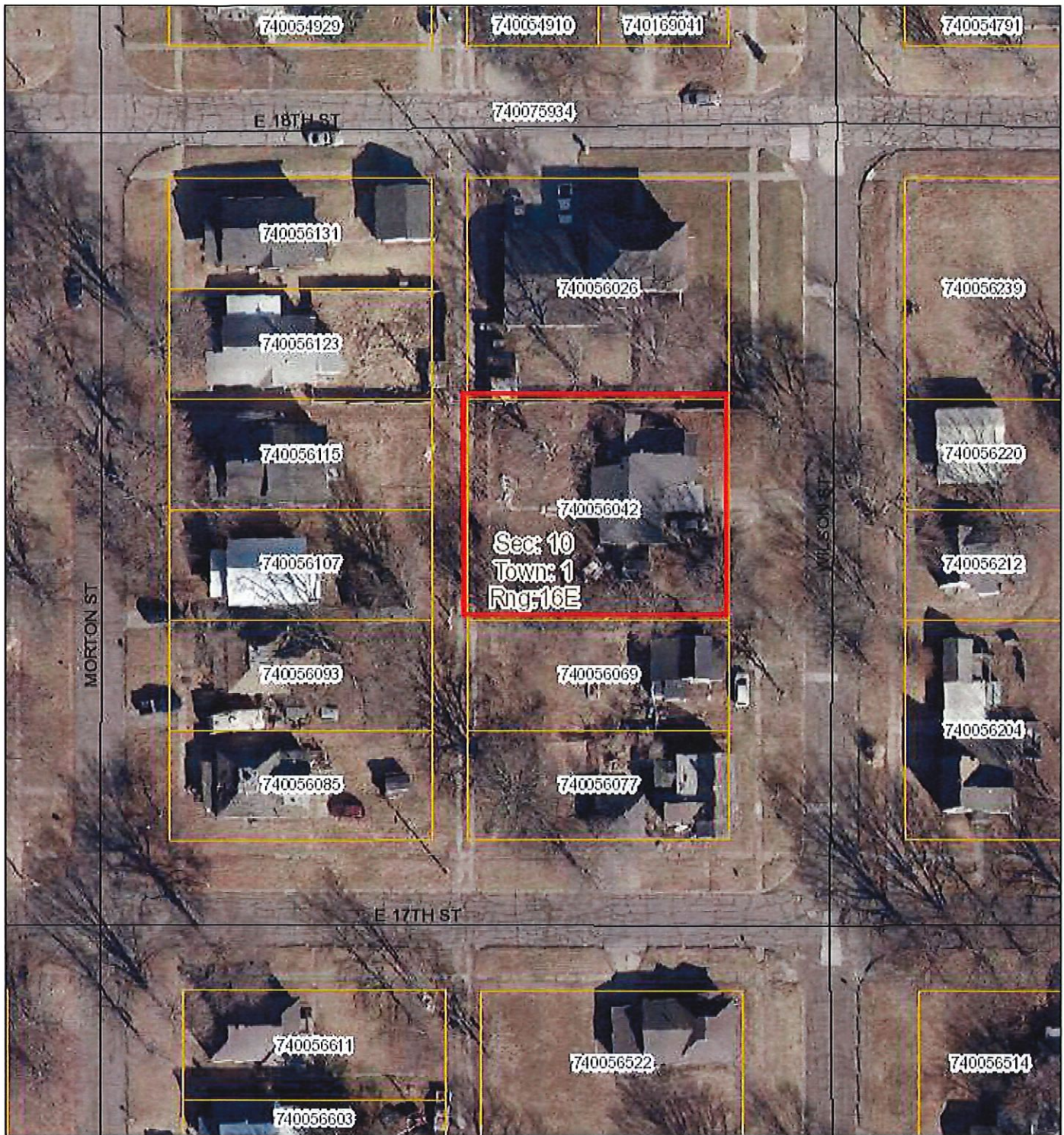
PASSED AND APPROVED this _____ day of _____, 2023.

ATTESTED TO:

CITY OF FALLS CITY

Clerk

Mayor

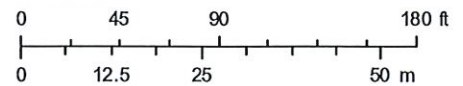


November 30, 2023

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.

1:1,007

- Road Centerlines
- ▭ Parcels
- ▭ Sections





RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CITY TO ABATE OUTSIDE NUISANCE AT 2101 BARADA STREET

WHEREAS, the property at 2101 Barada Street is a menace to the public health or safety of the people of the City of Falls City, Nebraska and is an attractive nuisance which may prove detrimental to children as of December 4, 2023; and

WHEREAS, on September 14, 2022, the Property Owner received a citation and was subsequently found guilty of:

- 1) Weeds and Grasses over 12 inches violation of Falls City Municipal Code §6-321; and
- 2) Offenses; Litter, a violation of Falls City Municipal Code §6-321(3);

WHEREAS, on May 17, 2023, the Property Owner received a citation for and was subsequently entered guilty pleas for:

- 1) Maintaining a Nuisance, a violation of Falls City Municipal Code §6-327; and
- 2) Weeds and Grasses over 12 inches, a violation of Falls City Municipal Code §6-321(a); and

WHEREAS, on August 3, 2023 a letter was hand-delivered to the Property Owner requesting the property be brought into compliance with the Falls City Municipal Code within thirty (30) days;

WHEREAS, there has been no action to bring the property lawn into compliance.

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

- 1. That the City's Attorney is authorized to bring a civil action to abate said outside nuisances.
- 2. That upon obtaining a judgment and the owner failing to comply, the City Administration may take such action as is necessary to abate said nuisances and collect the cost thereof.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTESTED TO:

CITY OF FALLS CITY

Clerk

Mayor

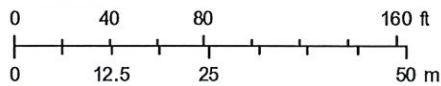


November 30, 2023

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1:925

- Road Centerlines
- ▭ Parcels
- ▭ Sections



Negotiated Rate on Deposit Account Agreement

This Negotiated Rate on Deposit Account Agreement (this "Agreement") governs the provision of a negotiated rate on account # [REDACTED] to City of Falls City ("Customer") by Bank. As used in this Agreement, "Bank" means F&M Bank and any other subsidiary or affiliate of Bank which provides such service to Customer.

1. **Interest.** Interest will accrue on the balance of account # [REDACTED] at the rate of **3.25 percent (Interest Rate)** until 11/30/2023, after which time it may change as described in the Variable Rate subsection.
2. **Balance Computation Method:** The Average Collected Balance Method will be used to calculate the interest on my account. This method applies a daily periodic rate to the average collected balance in my account each day.
3. **Compounding and Crediting:** Interest will be compounded and credited to my account each month on the last day of my statement cycle. If I advise the Bank that I am closing my account, interest will be paid up to the date of closing. The account will be considered closed when the ledger balance is zero.
4. **Accrual of Interest on Deposits Other Than Cash:** Interest begins to accrue on the business day we receive provisional credit for my deposit of non-cash items (for example, checks).
5. **Variable Rate.** The Interest Rate may change during the term of this transaction.
 - a. **Index.** Beginning with the first Change Date, the Interest Rate will be based on the following index: the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate (the "Benchmark").
 - i. The Benchmark is the most recent index value available on each Change Date. The Bank does not guaranty by selecting this Benchmark, or the Margin, that the Interest Rate on this Agreement will be the same rate the Bank pay on any other agreement or class of agreements the Bank makes to me or other customers. If this Index is no longer available, I agree and consent to the Bank selecting a substitute Benchmark and an alternative Margin – all at the Bank's sole discretion. The Bank will give me advance notice of the Bank's selection. As used in this subsection, "no longer available" includes, but is not limited to, when a Benchmark is terminated, becomes deregulated, or becomes unacceptable for use by a regulator.
 - ii. If the Benchmark is deemed to be no longer available it will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the administrator, including any successor administrator of the Benchmark, has stopped providing the Benchmark to the general public; (ii) the administrator or its regulator issues a public statement indicating that the Benchmark is no longer reliable or representative; or (iii) the effective date of an applicable federal or state law, or applicable federal or state regulation that prohibits use of the Benchmark. If a Replacement Event occurs, the Bank will select a new benchmark (the "Replacement Benchmark") and may also select a new margin (the "Replacement Margin"), as follows:

1. If a replacement benchmark and margin has been selected or recommended by the Federal Reserve Board, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York at the time of a Replacement Event, the Bank shall select that benchmark and margin as the Replacement Benchmark and Replacement Margin.
 2. If (1) is not available at the time of a Replacement Event, the Bank will make a reasonable, good faith effort to select a Replacement Benchmark and a Replacement Margin that, when added together, the Bank reasonably expect will minimize any change in the interest earned and interest paid of the agreement, considering the historical performance of the Benchmark and the Replacement Benchmark.
 - iii. The Replacement Benchmark and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine the interest rate and payments on Change Dates that are more than 0 days after a Replacement Event. The Benchmark and Margin could be replaced more than once during the term of the Agreement. After a Replacement Event, all references to the "Benchmark" and "Margin" shall be deemed to be references to the "Replacement Benchmark" and "Replacement Margin." The Bank will also give me notice of the Replacement Benchmark and Replacement Margin, if any, and such other information required by applicable law and regulation.
 - b. **Change Date.** Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change 11/30/2023 and daily thereafter.
 - c. **Calculation of Change.** On each Change Date the Bank will calculate the Interest Rate. Which will be the Benchmark minus 5.25 percent (the "Margin"). Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date.
 - d. **Effect of Variable Rate.** A change in the Interest Rate will have the following effect on the Interest Earned and Interest Paid: the amount of Interest Earned and the amount of Interest Paid will change.
6. **Additional Terms.**
- a. The conditions for future transfers are in \$10,000 increments to depositors account # [REDACTED]. When said account falls below \$50,000.00 (Triggering Balance) a check or other charge presented against this account in excess of the triggering balance may at its option, be treated by the Bank as a request for transfer.
 - b. Per customer request, the conditions for transfer are in \$10,000.00 increments to depositors account # [REDACTED]. When account # [REDACTED] gets above \$65,000.00 (Triggering Balance) a transfer will be completed and be treated as a request for transfer.
 - c. This Agreement can be canceled without condition. Periodically, at the option of the Bank, funds may be transferred which exceed the maximum Agreement amount as specified above. Any such transfer is subject to the same terms and conditions of this Agreement and any attachments thereto.

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

BANK:	CUSTOMER:
Name: _____	Name: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

CUSTOMER'S REQUEST:

By signing on behalf of City of Falls City (Company Name), I hereby authorize F&M Bank to cancel said service listed above, effective immediately.

AUTHORIZED SIGNATURE: _____

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 10 QE 2203 Supp 1

Maintenance Agreement between the Nebraska Department of Transportation and the

Municipality of Falls City

Municipal Extensions in Falls City

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Brandon Varilek, Department of Transportation, Lincoln, Nebraska.

ATTEST: _____ day of _____, 2023.

City Clerk

Mayor/Designee

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____

Pay/Bill Code: _____

Contractor No.: _____

Amount: \$ _____

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Falls City

Date: 2022

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 8.64 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,545.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

8.64 lane miles x \$1,545.00 per lane mile = \$13,384.80.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (*Explain*)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339
AND NEBRASKA REVISED STATUE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
South Corporate Limits to 7th Street	73	3.05	3.65	0.6	2	1.2	1.2	0
7th Street to End of Divided Highway	73	3.65	5.16	1.51	4	6.04	3.02	3.02
End of Divided Highway to North Corporate Limits	73	5.16	5.68	0.52	2	1.04	1.04	0
Jct 73 to 150' East of Fulton Street	159	4.13	4.83	0.7	3	2.1	1.4	0.7
150' East of Fulton Street to East Corporate Limits	159	4.83	5.21	0.38	2	0.76	0.76	0
West Corporate Limits to Jct 73	8	148.54	149.15	0.61	2	1.22	1.22	0
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				4.32		12.36	8.64	3.72

NEBRASKA PURCHASE CONTRACT

021410

COMPANY OR FIRM NAME HULLMAN'S FORD-LINCOLN 1416 Harlan St. • P.O. Box 510 Falls City, Nebraska 68355 (402) 245-4413 (800) 433-5891 www.hullmansford.com	BUYER CITY OF FALLS CITY ADDRESS 2307 Barada Street CITY Falls City COUNTY Richardson HOME PHONE 402-245-4422 STATE AND ZIP CODE NE 68355
SALESPERSON DENNIS L HULLMAN	

MAKE Ford	MODEL F-550	NEW/USED Used	(SERIAL OR MOTOR NO.) Order# 5127	DATE 11/21/2023
YEAR 2024	COLOR White	TYPE	MILEAGE	STOCK NO.
ADDITIONAL EQUIPMENT-OPTIONS OR WORK TO BE DONE			CASH PRICE OF VEHICLE	58745.00

CASH PRICE OF VEHICLE	\$ 61645.00	TOTAL CASH DELIVERED PRICE	58745.00
		TRADE ALLOWANCE (A)	N/A
		TRADE ALLOWANCE (B)	N/A
		DIFFERENCE	58745.00
		BALANCE OWED ON TRADE	N/A
		PARTIAL PAYMENT	N/A
		CASH ON DELIVERY	N/A
		UNPAID BALANCE	58745.00
		CREDIT DESIRED- YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
		INSURANCE DESIRED- YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
(See contract conditions on reverse side)			
Subtotal	61645.00	RECORD OF TRADE-IN (A)	
Rebates		MAKE & YEAR	TYPE MODEL COLOR
FLEET GOVERNMENT DISCOUNT	2,900.00	none	
		MILEAGE	SERIAL NO.
		RECORD OF TRADE-IN (B)	
		MAKE & YEAR	TYPE MODEL COLOR
Cash Price	58745.00	MILEAGE	SERIAL NO.

BUYER'S CERTIFICATION

I hereby certify that:

- The face and reverse sides of this contract set forth all of the terms and conditions of the contract; there are no other contracts or provisions, oral or written, supplementary or in addition to the provisions expressly set forth in this contract; AND
- I have read the terms and conditions of this contract and have received a true copy thereof; AND
- I guarantee that the title of my trade-in-vehicle(s) is not a salvage title and the vehicle never has had a salvage title nor has my trade-in vehicle ever had a title which contained a notation of any problem or damage. I also guarantee that neither the emissions nor safety restraint system has been altered or removed. If any of this is not accurate, the selling dealer may elect to void this sale and/or elect to collect damages (including but not limited to dealer's expenses and lost profits) from me for the difference in value had my title not been salvage or indicating a previous problem or damage.
- I guarantee that all safety equipment and all emission control equipment are in good working condition and if not, I will pay to repair or replace this equipment including airbags and seat belts if any are not working or missing.

Notice to Buyer: Do not sign this instrument before you read it, or, if it contains blank spaces. You are entitled to a copy of the instrument you sign. Buyer states that the amounts shown on this instrument were quoted to buyer before buyer's agreement to the sale.

CUSTOMER NOTE THAT THE VEHICLE IS BEING SOLD "AS IS" BY THE SELLING DEALER. SHOULD THE MANUFACTURER'S WARRANTY APPLY TO THIS VEHICLE, IT IS DIRECTLY OFFERED BY THE MANUFACTURER TO THE CUSTOMER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. THIS DISCLAIMER AS TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE DOES NOT APPLY IF A SERVICE CONTRACT IS SOLD WITHIN 90 DAYS OF THE VEHICLES DATE OF SALE IN WHICH THE DEALER IS LEGALLY LIABLE UNDER THE SERVICE CONTRACT.

Notice to Buyer

- That the annual percentage rate (APR) for the installment sale of an automobile may be negotiated with the dealership; and
- That the dealership may receive some portion of the finance charge or receive other compensation for providing the financing; and
- That the dealership may receive compensation for other products and services if included in this transaction. Such products and services may include insurance products, service contracts, warranties, Gap coverage, service or transfer fees, finance charges, and other products or services in accordance with the contract.

CONTRACTUAL DISCLOSURE STATEMENT: (USED VEHICLE ONLY)

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. The term "window form" refers only to the F.T.C. used car "Buyers Guide", if one is present, and not to any other form or sign that might be in any window.

X _____
(Buyer's Signature)

X _____
(Co-Buyer's Signature)

ACCEPTED BY: X _____
(Dealer or his authorized representative)



Preview Order 5127 - X5H 4x4 Super Chas Cab DRW: Order Summary Time of Preview: 11/21/2023 12:18:18 Receipt: NA

Dealership Name: Hullman's Ford, Inc.

Sales Code : F53672

Dealer Rep.	DENNIS HULLMAN	Type	Fleet	Vehicle Line	Superduty	Order Code	5127
Customer Name	city of falls	Priority Code	B1	Model Year	2024	Price Level	420

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 SUPERCAB CHAS CAB/168	\$58630	PLATFORM RUNNING BOARDS	\$445
168 INCH WHEELBASE	\$0	18000# GVWR PACKAGE	\$0
TOTAL BASE VEHICLE	\$58630	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	SPARE TIRE AND WHEEL	\$350
CLOTH 40/20/40 SEAT	\$100	JACK	\$0
MEDIUM DARK SLATE	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
PREFERRED EQUIPMENT PKG.660A	\$0	EXTRA HEAVY SERVICE SUSPENSION	\$125
.XL TRIM	\$0	PRICE CONCESSION INDICATOR	\$0
.AIR CONDITIONING -- CFC FREE	\$0	REMARKS TRAILER	\$0
.AM/FM STEREO MP3/CLK	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	FUEL CHARGE	\$0
10-SPEED AUTO TORQSHIFT	\$0	PRICED DORA	\$0
225/70R19.5G BSW ALL POSITION	\$0	ADVERTISING ASSESSMENT	\$0
4.88 RATIO REGULAR AXLE	\$0	DESTINATION & DELIVERY	\$1995
JOB #2 ORDER	\$0		

TOTAL BASE AND OPTIONS	MSRP
DISCOUNTS	\$61645
TOTAL	NA
	\$61645

ORDERING FIN: QE290 END USER FIN: QE290

INCENTIVES

Acc. Code ID :10 Contract/Ref # :23-089R Bid Date :10/06/23State : NE

DISCOUNTS:
\$-600.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

WOODHOUSE

woodhouse.com

COUNTY		DATE (MONTH/DAY/YEAR) 12/01/2023	
PURCHASER'S NAME City Of Falls City			
STREET ADDRESS 2307 Barada St			
CITY Falls City		STATE NE	ZIP 68355
RES. PHONE	CELL PHONE	BUS. PHONE (402) 245-2851	
E-MAIL t.campbell@fallscityne.us			

PLEASE ENTER MY ORDER FOR THE FOLLOWING: NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>		YEAR: 2024	MAKE: Ford	MODEL: Super Duty F-550 DRW
SALES REP Robble Layman	SALES REP	BODY: Crew Cab Chassis-Cab		COLOR: Oxford White
FINANCE MANAGER		MILES: 17		
V.I.N: 1FD0W5HN2REC15905			STOCK NO.: T240163	

THIS PURCHASE DOES INCLUDE PRODUCTS SUCH AS EXTENDED WARRANTY OR ACCESSORIES THAT ARE NOT REPRESENTED OR WARRANTED BY THE MANUFACTURER. THESE PRODUCTS ARE REPRESENTED AND WARRANTED BY THEIR OWN COMPANIES.

CUSTOMER INITIALS

PAYOFF VERIFICATION STATEMENT
THE PAYOFF ON THE TRADE-IN VEHICLE IS ESTIMATED UPON PAYMENT VERIFICATION THE CUSTOMER WILL BE RESPONSIBLE FOR ANY AMOUNT ABOVE AND BEYOND: \$

CUSTOMER INITIALS CUSTOMER INITIALS

NATIONAL CALL YES NO
I/WE GIVE PERMISSION FOR A POTENTIAL BUYER OF THE TRADE VEHICLE(S) TO CONTACT ME/US:
Signed

THE PURCHASE AGREEMENT MAY BE CONDITIONED UPON ACCEPTANCE OR APPROVAL BY A 3RD PARTY FINANCIAL INSTITUTION. IF APPROVAL IS NOT OBTAINED FROM SAID INSTITUTION, THIS AGREEMENT AND RELATED DOCUMENTS ARE NULL AND VOID.

CUSTOMER INITIALS

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED"

AS IS
THIS USED MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.
BUYER'S SIGNATURE:

I GUARANTEE THAT THE TITLE OF MY TRADE VEHICLE(S) IS NOT A SALVAGE TITLE AND THE VEHICLE NEVER HAS HAD A SALVAGE TITLE. I FURTHER STATE THAT ALL EMISSIONS EQUIPMENT AND ALL ORIGINAL SAFETY RESTRAINT EQUIPMENT INCLUDING BUT NOT LIMITED TO THE SAFETY BELTS OR AIR B DIFFERENCE IN VALUE HAD THE TITLE NOT BEEN SALVAGE.

BUYER'S SIGNATURE:

CASH PRICE OF VEHICLE	\$ 66,095
DOCUMENTARY FEE - See reverse #9	\$ 299.00
STATE AND LOCAL TAXES	\$
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE	\$
YR MAKE MDL	
ENG TRANS BODY	
MILES COLOR	
V.I.N	
BALANCE OWED TO	R <input type="checkbox"/> L <input type="checkbox"/>
YR MAKE MDL	
ENG TRANS BODY	
MILES COLOR	
V.I.N	
BALANCE OWED TO	R <input type="checkbox"/> L <input type="checkbox"/>
USED TRADE-IN ALLOWANCE	
BALANCE OWED OR TRADE-IN	
ALLOWANCE OR TRADE-IN (Applied Below)*	
DOWN PAYMENT	
and/or \$ rebates	
and/or \$ rebates	
and/or \$ rebates	
*ALLOWANCE ON TRADE-IN (See Above for Details)	
TOTAL DOWN PAYMENT ALLOWANCE	\$
UNPAID CASH BALANCE DUE ON DELIVERY	\$ 65,794

The front and back of this order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of copy of this order.

12/01/2023
PURCHASER'S SIGNATURE _____ CO-BUYER _____ DATE _____ ACCEPTED BY: _____ DEALER OR AUTHORIZED REPRESENTATIVE _____

Anthony Nussbaum

From: Dennis Hullman <hullmansford@sentco.net>
Sent: Wednesday, November 22, 2023 7:37 AM
To: Anthony Nussbaum
Subject: Trucks

Another,

I left you the list of trucks for 2024, these are the ones that never got built in 2023. I feel bad that they never got scheduled but it was out of my hands. Dealers all over the country had Super Duties not made. I had 8 or 9 other trucks besides the City's that never got made.

The bad thing is also they had a price increase and they are not price protected. The total increase is \$12,890 for all four trucks. I have talked to fleet and they said there is no longer price protection on fleet orders from year to year, just current year models. I have submitted the orders because the quicker we put them in the better chance to get scheduled now. If something changes and you don't want them let me know.

--

Dennis Hullman
Office 402.245.4413 | Cell 402.245.7016
Hullman's Ford | 1416 Harlan Street | Falls City, NE 68355
<http://www.hullmansford.com/>

NEBRASKA PURCHASE CONTRACT

021409

COMPANY OR FIRM NAME **HULLMAN'S FORD-LINCOLN**
 1416 Harlan St. • P.O. Box 510
 Falls City, Nebraska 68355
 (402) 245-4413 (800) 433-5891
 www.hullmansford.com

BUYER **CITY OF FALLS CITY**
 ADDRESS **2307 Barada Street**
 CITY **Falls City** COUNTY **Richardson**
 HOME PHONE _____ WORK PHONE **402-245-4422**
 STATE AND ZIP CODE **NE 68355**

SALESPERSON **DENNIS L HULLMAN**

MAKE Ford	MODEL F-350	NEW/USED New XXXX	(SERIAL OR MOTOR NO.) order# 5126	DATE 11/21/2023
YEAR 2024	COLOR White	TYPE	MILEAGE	STOCK NO.
APPROX. DELIVERY DATE 11/21/2023				

ADDITIONAL EQUIPMENT-OPTIONS OR WORK TO BE DONE		CASH PRICE OF VEHICLE	55303.00
CASH PRICE OF VEHICLE	\$ 57385.00	TOTAL CASH DELIVERED PRICE	55303.00
		TRADE ALLOWANCE (A)	N/A
		TRADE ALLOWANCE (B)	N/A
		DIFFERENCE	55303.00
		BALANCE OWED ON TRADE	N/A
		PARTIAL PAYMENT	N/A
		CASH ON DELIVERY	N/A
		UNPAID BALANCE	55303.00
		CREDIT DESIRED- YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
		INSURANCE DESIRED- YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
(See contract conditions on reverse side)			
Subtotal		57385.00	
Rabates			
FLEET GOVERNMENT DISCOUNT		2,082.00	
Cash Price		55303.00	

RECORD OF TRADE-IN (A)			
MAKE & YEAR	TYPE	MODEL	COLOR
none			
MILEAGE	SERIAL NO.		
RECORD OF TRADE-IN (B)			
MAKE & YEAR	TYPE	MODEL	COLOR
MILEAGE	SERIAL NO.		

BUYER'S CERTIFICATION

I hereby certify that:

- The face and reverse sides of this contract set forth all of the terms and conditions of the contract; there are no other contracts or provisions, oral or written, supplementary or in addition to the provisions expressly set forth in this contract; AND
- I have read the terms and conditions of this contract and have received a true copy thereof; AND
- I guarantee that the title of my trade-in-vehicle(s) is not a salvage title and the vehicle never has had a salvage title nor has my trade-in vehicle ever had a title which contained a notation of any problem or damage. I also guarantee that neither the emissions nor safety restraint system has been altered or removed. If any of this is not accurate, the selling dealer may elect to void this sale and/or elect to collect damages (including but not limited to dealer's expenses and lost profits) from me for the difference in value had my title not been salvage or indicating a previous problem or damage.
- I guarantee that all safety equipment and all emission control equipment are in good working condition and if not, I will pay to repair or replace this equipment including airbags and seat belts if any are not working or missing.

Notice to Buyer: Do not sign this instrument before you read it, or if it contains blank spaces. You are entitled to a copy of the instrument you sign. Buyer states that the amounts shown on this instrument were quoted to buyer before buyer's agreement to the sale.

CUSTOMER NOTE THAT THE VEHICLE IS BEING SOLD "AS IS" BY THE SELLING DEALER. SHOULD THE MANUFACTURER'S WARRANTY APPLY TO THIS VEHICLE, IT IS DIRECTLY OFFERED BY THE MANUFACTURER TO THE CUSTOMER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. THIS DISCLAIMER AS TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE DOES NOT APPLY IF A SERVICE CONTRACT IS SOLD WITHIN 90 DAYS OF THE VEHICLES DATE OF SALE IN WHICH THE DEALER IS LEGALLY LIABLE UNDER THE SERVICE CONTRACT.

Notice to Buyer

- That the annual percentage rate (APR) for the installment sale of an automobile may be negotiated with the dealership; and
- That the dealership may receive some portion of the finance charge or receive other compensation for providing the financing; and
- That the dealership may receive compensation for other products and/or services if included in this transaction. Such products and services may include insurance products, service contracts, warranties, Gap coverage, service or transfer fees, finance charges, and other products or services in accordance with the contract.

CONTRACTUAL DISCLOSURE STATEMENT: (USED VEHICLE ONLY)
 The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. The term "window form" refers only to the F.T.C. used car "Buyers Guide", if one is present, and not to any other form or sign that might be in any window.

X _____ (Buyer's Signature)
 X _____ (Co-Buyer's Signature)
 ACCEPTED BY: X _____ (Dealer or his authorized representative)



Preview Order 5126 - W3F 4x4 Crew Chas Cab SRW: Order Summary Time of Preview: 11/21/2023 12:11:53 Receipt: NA

Dealership Name: Hullman's Ford, Inc.

Sales Code : F53672

Dealer Rep.	DENNIS HULLMAN	Type	Fleet	Vehicle Line	Superduty	Order Code	5126
Customer Name	city of falls	Priority Code	B1	Model Year	2024	Price Level	420

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CREW CHAS CAB SRW/179	\$54015	SPARE TIRE AND WHEEL	\$350
.179 INCH WHEELBASE	\$0	JACK	\$0
TOTAL BASE VEHICLE	\$54015	JOB #2 ORDER	\$0
OXFORD WHITE	\$0	PLATFORM RUNNING BOARDS	\$445
CLOTH 40/20/40 SEAT	\$315	11400# GVWR PACKAGE	\$0
MEDIUM DARK SLATE	\$0	50 STATE EMISSIONS	\$0
PREFERRED EQUIPMENT PKG.630A	\$0	PRICE CONCESSION INDICATOR	\$0
.XL TRIM	\$0	REMARKS TRAILER	\$0
.AIR CONDITIONING -- CFC FREE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.AM/FM STEREO MP3/CLK	\$0	FUEL CHARGE	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	PRICED DORA	\$0
10-SPEED AUTO TORQSHIFT	\$0	ADVERTISING ASSESSMENT	\$0
LT275/70R18E BSW ALL TERRAIN	\$265	DESTINATION & DELIVERY	\$1995
4.30 ELECTRONIC-LOCKING AXLE	\$0		
TOTAL BASE AND OPTIONS			MSRP \$57385
DISCOUNTS			NA
TOTAL			\$57385

ORDERING FIN: QE290 END USER FIN: QE290

INCENTIVES

Acc. Code ID :10 Contract/Ref # :23-045R Bid Date :10/06/23State : NE

DISCOUNTS:

\$-600.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

NEBRASKA PURCHASE CONTRACT

021411

COMPANY OR FIRM NAME **HULLMAN'S FORD-LINCOLN**
 ADDRESS **1416 Harlan St. • P.O. Box 510**
Falls City, Nebraska 68355
 CITY **(402) 245-4413 (800) 433-5891**
www.hullmansford.com

BUYER **CITY OF FALLS CITY**
 ADDRESS **2307 Barada Street**
 CITY **Falls City** COUNTY **Richardson**
 HOME PHONE _____ WORK PHONE **402-245-4422**
 STATE AND ZIP CODE **NE 68355** --

SALESPERSON **DENNIS L HULLMAN**

MAKE Ford	MODEL F-600	NEW/USED New	(SERIAL OR MOTOR NO.) Order# 5129	DATE 11/21/2023
YEAR 2024	COLOR White	TYPE XXXX	MILEAGE	STOCK NO.
ADDITIONAL EQUIPMENT-OPTIONS OR WORK TO BE DONE			APPROX. DELIVERY DATE 11/21/2023	

CASH PRICE OF VEHICLE	\$ 63175.00	CASH PRICE OF VEHICLE	60892.00
		TOTAL CASH DELIVERED PRICE	60892.00
		TRADE ALLOWANCE (A)	N/A
		TRADE ALLOWANCE (B)	N/A
		DIFFERENCE	60892.00
		BALANCE OWED ON TRADE	N/A
		PARTIAL PAYMENT	N/A
		CASH ON DELIVERY	N/A
		UNPAID BALANCE	60892.00
		CREDIT DESIRED- YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
		INSURANCE DESIRED- YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
		(See contract conditions on reverse side)	
Subtotal	63175.00	RECORD OF TRADE-IN (A)	
Rebates		MAKE & YEAR	TYPE MODEL COLOR
FLEET GOVERNMENT DISCOUNT	2,283.00	none	
		MILEAGE	SERIAL NO.
		RECORD OF TRADE-IN (B)	
		MAKE & YEAR	TYPE MODEL COLOR
Cash Price	60892.00	MILEAGE	SERIAL NO.

BUYER'S CERTIFICATION

I hereby certify that:

- (1) The face and reverse sides of this contract set forth all of the terms and conditions of the contract; there are no other contracts or provisions, oral or written, supplementary or in addition to the provisions expressly set forth in this contract; AND
- (2) I have read the terms and conditions of this contract and have received a true copy thereof; AND
- (3) I guarantee that the title of my trade-in-vehicle(s) is not a salvage title and the vehicle never has had a salvage title nor has my trade-in vehicle ever had a title which contained a notation of any problem or damage. I also guarantee that neither the emissions nor safety restraint system has been altered or removed. If any of this is not accurate, the selling dealer may elect to void this sale and/or elect to collect damages (including but not limited to dealer's expenses and lost profits) from me for the difference in value had my title not been salvage or indicating a previous problem or damage.
- (4) I guarantee that all safety equipment and all emission control equipment are in good working condition and if not, I will pay to repair or replace this equipment including airbags and seat belts if any are not working or missing.

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CUSTOMER NOTE THAT THE VEHICLE IS BEING SOLD "AS IS" BY THE SELLING DEALER. SHOULD THE MANUFACTURER'S WARRANTY APPLY TO THIS VEHICLE, IT IS DIRECTLY OFFERED BY THE MANUFACTURER TO THE CUSTOMER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. THIS DISCLAIMER AS TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE DOES NOT APPLY IF A SERVICE CONTRACT IS SOLD WITHIN 90 DAYS OF THE VEHICLES DATE OF SALE IN WHICH THE DEALER IS LEGALLY LIABLE UNDER THE SERVICE CONTRACT.

- Notice to Buyer
- 1.) That the annual percentage rate (APR) for the installment sale of an automobile may be negotiated with the dealership; and
 - 2.) That the dealership may receive some portion of the finance charge or receive other compensation for providing the financing; and
 - 3.) That the dealership may receive compensation for other products and/or services if included in this transaction. Such products and services may include insurance products, service contracts, warranties, Gap coverage, service or transfer fees, finance charges, and other products or services in accordance with the contract.

CONTRACTUAL DISCLOSURE STATEMENT: (USED VEHICLE ONLY)

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. The term "window form" refers only to the F.T.C. used car "Buyers Guide", if one is present, and not to any other form or sign that might be in any window.

X _____
 (Buyer's Signature)

X _____
 (Co-Buyer's Signature)

ACCEPTED BY: X _____
 (Dealer or his authorized representative)

NRBO-1 (7/17)

THE CONTRACT CONDITIONS OF THIS ORDER ARE CONTINUED ON THE REVERSE SIDE HEREOF



Preview Order 5129 - F6L 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 11/21/2023 12:25:04 Receipt: NA

Dealership Name: Hullman's Ford, Inc.

Sales Code : F53672

Dealer Rep.	DENNIS HULLMAN	Type	Fleet	Vehicle Line	Superduty	Order Code	5129
Customer Name	city of falls	Priority Code	B1	Model Year	2024	Price Level	420

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F600 4X4 CHASSIS CAB DRW/145	\$60410	JOB #2 ORDER	\$0
145 INCH WHEELBASE	\$0	PLATFORM RUNNING BOARDS	\$320
TOTAL BASE VEHICLE	\$60410	22000# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
CLOTH 40/20/40 SEAT	\$100	SPARE TIRE AND WHEEL	\$350
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.680A	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
.XL TRIM	\$0	PRICE CONCESSION INDICATOR	\$0
.AIR CONDITIONING -- CFC FREE	\$0	REMARKS TRAILER	\$0
.AM/FM STEREO MP3/CLK	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	FUEL CHARGE	\$0
10-SPEED AUTO TORQSHIFT	\$0	PRICED DORA	\$0
245/70R19.5G BSW ALL POSITION	\$0	ADVERTISING ASSESSMENT	\$0
4.88 RATIO LIMITED SLIP AXLE	\$0	DESTINATION & DELIVERY	\$1995
TOTAL BASE AND OPTIONS			MSRP \$63175
DISCOUNTS			NA
TOTAL			\$63175

ORDERING FIN: QE290 END USER FIN: QE290

INCENTIVES

Acc. Code ID :10 Contract/Ref # :23-029R Bid Date :10/06/23State : NE

DISCOUNTS:

\$-600.00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

NEBRASKA PURCHASE CONTRACT

021412

COMPANY OR FIRM NAME HULLMAN'S FORD-LINCOLN 1416 Harlan St. • P.O. Box 510 Falls City, Nebraska 68355 (402) 245-4413 (800) 433-5891 www.hullmansford.com	BUYER CITY OF FALLS CITY 2307 Barada Street Falls City COUNTY Richardson
SALESPERSON DENNIS L HULLMAN	HOME PHONE WORK PHONE 402-245-4422
	STATE AND ZIP CODE NE 68355

MAKE Ford	MODEL F-600	NEW/USED New Used	(SERIAL OR MOTOR NO.) Order# 5128	DATE 11/21/2023
YEAR 2024	COLOR White	TYPE	MILEAGE	STOCK NO.
ADDITIONAL EQUIPMENT-OPTIONS OR WORK TO BE DONE			APPROX. DELIVERY DATE 11/21/2023	

CASH PRICE OF VEHICLE	\$ 63175.00	CASH PRICE OF VEHICLE	60892.00
TOTAL CASH DELIVERED PRICE		TOTAL CASH DELIVERED PRICE	60892.00
TRADE ALLOWANCE (A)		TRADE ALLOWANCE (A)	N/A
TRADE ALLOWANCE (B)		TRADE ALLOWANCE (B)	N/A
DIFFERENCE		DIFFERENCE	60892.00
BALANCE OWED ON TRADE		BALANCE OWED ON TRADE	N/A
PARTIAL PAYMENT		PARTIAL PAYMENT	N/A
CASH ON DELIVERY		CASH ON DELIVERY	N/A
UNPAID BALANCE		UNPAID BALANCE	60892.00
CREDIT DESIRED- YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		INSURANCE DESIRED- YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

(See contract conditions on reverse side)

Subtotal	63175.00	RECORD OF TRADE-IN (A)			
Rebates		MAKE & YEAR	TYPE	MODEL	COLOR
FLEET GOVERNMENT DISCOUNT	2,283.00	none			
Cash Price	60892.00	MILEAGE	SERIAL NO.		
		RECORD OF TRADE-IN (B)			
		MAKE & YEAR	TYPE	MODEL	COLOR
		MILEAGE	SERIAL NO.		

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- I have read the terms and conditions of this contract and have received a true copy thereof; AND
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X _____ (Buyer's Signature)

X _____ (Co-Buyer's Signature)

ACCEPTED BY: X _____ (Dealer or his authorized representative)

THE CONTRACT CONDITIONS OF THIS ORDER ARE CONTINUED ON THE REVERSE SIDE HEREOF



Preview Order 5128 - F6L 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 11/21/2023 12:21:50 Receipt: NA

Dealership Name: Hullman's Ford, Inc.

Sales Code : F53672

Dealer Rep.	DENNIS HULLMAN	Type	Fleet	Vehicle Line	Superduty	Order Code	5128
Customer Name	city of falls	Priority Code	B1	Model Year	2024	Price Level	420

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F600 4X4 CHASSIS CAB DRW/145	\$60410	JOB #2 ORDER	\$0
145 INCH WHEELBASE	\$0	PLATFORM RUNNING BOARDS	\$320
TOTAL BASE VEHICLE	\$60410	22000# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
CLOTH 40/20/40 SEAT	\$100	SPARE TIRE AND WHEEL	\$350
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.680A	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
.XL TRIM	\$0	PRICE CONCESSION INDICATOR	\$0
.AIR CONDITIONING -- CFC FREE	\$0	REMARKS TRAILER	\$0
.AM/FM STEREO MP3/CLK	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	FUEL CHARGE	\$0
10-SPEED AUTO TORQSHIFT	\$0	PRICED DORA	\$0
245/70R19.5G BSW ALL POSITION	\$0	ADVERTISING ASSESSMENT	\$0
4.88 RATIO LIMITED SLIP AXLE	\$0	DESTINATION & DELIVERY	\$1995

TOTAL BASE AND OPTIONS	MSRP	\$63175
DISCOUNTS	NA	
TOTAL		\$63175

ORDERING FIN: QE290 END USER FIN: QE290

INCENTIVES

DISCOUNTS:

Acc. Code ID :10 Contract/Ref # :23-029R Bid Date :10/06/23State : NE

\$-600.00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date