
The Board 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. Public Works Report

CONSENT AGENDA

1. Minutes Approval for January 15, 2026
2. Agenda Approval
3. Consent Agenda

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

OLD BUSINESS

REGULAR BUSINESS

1. Discussion and Action – Approval of lease agreement from NMC CAT for a CAT model 265 in the amount of \$9450.00
2. Discussion and Action – Consider request for sewer portion of a bill be waived per letter from Meyer Home Center | Heather Noa

ADJOURNMENT

Trevor Campbell, Public Works Director

REGULAR MEETING OF THE FALLS CITY BOARD OF PUBLIC WORKS

January 15th, 2026
2307 Barada Street
Falls City, Nebraska

A regular meeting of the Board of Public Works of the City of Falls City, Nebraska, was held at the City Hall, 2307 Barada Street in said City on the 15th day of January 2026 at 5:30 o'clock P.M. Present were: Board Members: Froeschl, Joy, Koopman. Absent: Johansen, Rieger. Trevor Campbell recorded the minutes of the meeting. 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 Board Chairperson and all members of the Board 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 Chairperson and Board of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The Chairperson 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.

PUBLIC WORKS DIRECTOR REPORT

Trevor Campbell gave the Public Works Report. No action was required.

CONSENT AGENDA

A motion was made by Joy and seconded by Froeschl to approve the consent agenda as follows: *WHEREAS*, certain business of the Board of Public Works 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 Board of Public Works 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 Board of Public Works that the minutes from the December 18th, 2025, meeting is hereby approved. 2. *BE IT FURTHER RESOLVED BY* the Board of Public Works that the agenda for January 15th, 2026, is hereby approved. 3. *BE IT FURTHER RESOLVED BY* the Board of Public Works that the Consent Agenda for January 15th, 2026, is hereby approved. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Koopman. "NAY" None. "ABSENT": Johansen, Rieger. Motion carried.

RECOMMENDATION TO CITY COUNCIL FOR APPROVAL OF THE PARTICIPATION OF THE CITY OF FALLS CITY IN THE NEBRASKA CITY STATION UNIT NO. 2 SEPARATE ELECTRIC SYSTEM REFUNDING AND AUTHORIZING RELATED ACTIONS

A motion was made by Koopman and seconded by Joy to approve the recommendation to City Council for participation of the City of Falls City in the Nebraska City Station Unit No. 2 Separate Electric System Refunding as presented. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Koopman. "NAY" None. "ABSENT": Johansen, Rieger. Motion carried.

REVIEW OF OLSSON'S DRAFT COMPARISON STUDY AND RECOMMENDATION TO CITY COUNCIL FOR APPROVAL OF SUBSTATION SITE SELECTION

The board reviewed Olsson's Draft Comparison Study for the substation site selection. Following discussion, a motion was made by Koopman and seconded by Froeschl to approve the recommendation to City Council for approval of the substation site selection at the cemetery site as presented. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Koopman. "NAY" None. "ABSENT": Johansen, Rieger. Motion carried.

MEETING ADJOURNED AT 7:30 PM

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chairperson and Board on January 15th, 2026, 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 members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

CITY CLERK

SECRETARY

CHAIRPERSON



11002 SAPP BROS. DRIVE, OMAHA, NE 68138

RENTAL AGREEMENT

Agreement #

Date Out: July 2025
Est. Date In: July 2026
Delivery Date: July 2025

Bill to: Customer: City of Falls City
NAME Trevor Campbell
ACCOUNT # 2027910
ADDRESS 2307 Barada St Falls City
ADDRESS
Ordered by:

Jobsite:
Contact:
Phone:

Written By: Paton Heusinkvelt
Sales Rep: Paton Heusinkvelt
PO#:

QTY DESCRIPTION

1 YEAR

Rental Items

Cat 265 ID# TBD Ser # TBD

\$ \$9,450

Cat Bucket ID# TBD Ser# TBD

This is a 1 year 250-hour rental that will be billed one time at time of delivery for the listed amount. Customer will only receive a single bill remit to NMC

Overtime Usage

Term is one-year max allotted hours are 250. Any hours over 250 will be billed at \$37.80 dollars per overage hour. HRS OUT. _____

1. Subject to the terms and conditions herein, Nebraska Machinery Company ("NMC") agrees to the rental of machine listed above
(1) _____ service meter hours
2. To maintain the rental agreement, the renter agrees to the following conditions and limitations:
 - a. The Equipment must be maintained in accordance with the manufacturer's recommended maintenance schedule as per the manufacturer's manual(s) provided with the Equipment. Renter agrees to maintain adequate maintenance records, and to allow access to those records to NMC upon request.
 - b. The Equipment must be in a normal physical and operating condition. At the time of rental return, the Equipment must:
 - i. have all glass intact and without cracks;
 - ii. have no missing parts or sheet metal;
 - iii. have no significant sheet metal damage or any structural damage to frame;
 - iv. have no damage or modification done to the Rollover Protective Structure (ROPS) that voids certification;
 - v. have all machine functions in working order, including, but not limited to, power train systems, hydraulic systems, and electrical systems;
 - vi. have all hinges, doors, grills, steps, attachments, buckets, blades and grab irons in good, workable condition;
 - vii. if applicable, have 50% remaining tire wear, as determined by a generally accepted measuring device, with no cords showing from cuts to the sidewalls or tread of the tire; recaps not acceptable; all tires must be of the same size, make and configuration as originally supplied;
 - viii. if applicable, have 50% remaining undercarriage wear, as determined by a generally accepted measuring device; undercarriage must be of the same make as originally supplied;
 - ix. be returned with all attachments, accessories or upgrades originally sold with equipment;
 - c. Renter agrees not to alter or modify the Equipment in any manner without NMC's prior written consent.
 - d. All repairs to the Equipment shall be made utilizing only original manufacturer's parts.
3. The condition of the Equipment shall be determined by an inspection report completed by NMC prior to its return

Customer Name: _____

Signature: _____

Title: _____

Date Signed: _____

TERMS AND CONDITIONS

1. **NATURE OF AGREEMENT.** This Agreement is for the rental of the equipment described on page 1, including all parts and accessories ("Equipment"). For purposes of this Agreement, "NMC" means Nebraska Machinery Company, a Nebraska corporation, and "Customer" means the person or entity identified as such on page 1, including any representative, agent, officer or employee of Customer. To the extent not inconsistent with this Agreement, the account application submitted by Customer to NMC is made a part of this Agreement.

2. **TERM.** NMC rents the Equipment to Customer for the term (the "Term") commencing on the date the Equipment is picked up by Customer, or is delivered to Customer by NMC, and ending upon the first to occur of: (a) the date the Equipment is returned to NMC at its place of business, provided Customer has otherwise complied with this Agreement and the Equipment is in the condition required herein; or (b) the payment by Customer of the applicable Machine Buyout Price.

3. **RENTAL CHARGES.** Customer shall pay rent for the Equipment at the rate noted on page 1 of this Agreement, as well as all service charges, transportation charges, refueling charges, and other charges and sums in accordance with this Agreement, and all sales and use taxes or tax reimbursement imposed with respect to the Equipment and this Agreement. No allowance will be made for weekends, holidays, weather conditions, time in transit or any other period of time during which the Equipment is not being used. Customer shall not be entitled to abatement or reduction of rent or set-off against rent for any reason whatsoever, unless specifically agreed in writing by NMC.

4. **EXCESS USAGE CHARGE.** Rental rates are based on the normal use of the Equipment on a single shift basis. Should the Equipment be used longer, Customer shall pay the overtime rates set forth on page 1 of this Agreement.

5. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Customer acknowledges that (a) it received the Equipment with a full fuel tank and fluid levels, (b) it has inspected the Equipment (or had the opportunity to inspect) prior to delivery, (c) the Equipment is in good condition and repair, and (d) the Equipment is fit for its intended use. If the Equipment is not already in Customer's possession, Customer's failure to notify NMC of any problems or deficiencies in writing within 24 hours of delivery constitutes Customer's acceptance and acknowledgement that the Equipment is fit for its intended use and has been received in good condition and repair.

6. **DELAYS IN DELIVERY.** NMC will use reasonable efforts to deliver the Equipment at the time requested. Customer releases and discharges NMC from any and all liabilities (including consequential and special damages) which might be caused by NMC's failure or inability to deliver any of the Equipment by any specified time or date.

7. **OWNERSHIP.** Title to the Equipment shall at all times remain with NMC and, notwithstanding any other language in this Agreement, Customer shall have no right, title or interest in the Equipment except upon purchase thereof by Customer. All accessories, parts and replacements which are added to or become attached to the Equipment shall immediately become NMC's property and be deemed part of the Equipment and subject to this Agreement. NMC has the right to file financing statements (UCC-1) for informational purposes. NMC may assign this Agreement without notice to or consent from Customer. Customer shall NOT, without NMC's prior written consent: (a) assign or transfer this Agreement or any interest hereunder; (b) sublease, transfer or dispose of the Equipment; (c) pledge, grant a lien or otherwise encumber the Equipment; or (d) surrender or part with the possession, custody or control of the Equipment. Customer must give NMC immediate notice if the Equipment is levied upon or subject to threat of seizure.

8. **USE.** Customer is familiar with the proper operation and use of the Equipment. Customer agrees to comply with all federal, state or local laws, rules or regulations ("Law") which may apply to the use of the Equipment, including without limitation, the Occupational Safety and Health Administration Act. Customer shall not allow the

Equipment to be used for any illegal purpose. The Equipment shall only be used: (a) for commercial purposes in the ordinary course of Customer's business, and in a safe and careful manner; (b) in accordance with the manufacturer's operating manuals (receipt of which Customer hereby acknowledges) and within its rated capacity. The Equipment may be operated only by Customer, persons in the regular course of their employment with Customer, or those approved by NMC in writing ("Operator(s)"). All Operators must be at least 21 years old; be properly trained and qualified to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by applicable Law. Customer acknowledges that NMC has not provided Customer or any Operator with any training, and that Customer is solely responsible for all Operator training and instructions. Customer agrees to use and keep the Equipment at the job site set forth on page 1 of this Agreement unless NMC approves otherwise in writing. Customer must protect the Equipment and keep it in a secure location until properly retrieved by NMC.

9. **LOSS OR DAMAGE TO EQUIPMENT.** Until returned to or retrieved by NMC, Customer holds the Equipment at all times at its sole risk and expense and all loss or damage to the Equipment from any cause whatsoever ("Casualty Loss"), whether or not due to the fault of Customer, (including, without limitation, fire, flood, theft, collision, rollover, acts or omissions of third parties, and Acts of God) is Customer's sole responsibility. Customer and Operator assume all risk of loss or damage, and waive all claims against NMC. If there is a Casualty Loss, Customer must immediately notify NMC, the police (if a possible criminal issue) and Customer's insurance carriers. If the Equipment is damaged or NMC determines that repairs exceeding ordinary wear and tear are necessary, Customer shall pay NMC the cost of repair and pay rental on the Equipment at NMC's regular rates until all repairs are completed. The cost of repair will be either (a) NMC's then prevailing rates for labor, parts and supplies, or (b) the rates charged NMC by the repairer plus a retail mark-up. Accrued rental charges shall not be applied against the cost of repair. If the Equipment is lost, stolen, or damaged beyond repair, Customer will pay NMC the then current Machine Buyout Price along with all other amounts due hereunder.

10. **MAINTENANCE.** Customer shall, at its expense, maintain the Equipment in proper condition by: (a) performing all normal periodic and other basic maintenance including, without limitation, (i) on a daily basis checking and maintaining all hydraulic, transmission, cooling and fluid systems, tire pressure, and all battery fluid and charge levels, (ii) on a daily basis checking teeth, cutting edges and tire conditions, and (iii) repairing and replacing damaged tires as needed; and (b) using the manufacturer's lubricants, filters, grease, anti-freeze, and other parts and materials in the manner prescribed by the manufacturer. Except for the normal, periodic and basic maintenance described above, Customer shall not permit anyone to service the Equipment other than NMC. Customer shall make no alterations to the Equipment without the prior written consent of NMC.

11. **REPAIR.** Should the Equipment become unsafe, damaged, defective, or require repair, Customer must immediately stop using the Equipment and immediately notify NMC. If such condition is the result of conditions which are not responsibility of Customer hereunder nor caused by the fault or negligence of Customer or its employees or agents and Customer is not in default under this Agreement, NMC will, at its option and without any further liability or responsibility to Customer: (a) repair or replace the Equipment within a reasonable time during NMC's normal business hours, with the rental charges tolled for the period the Equipment is not usable by Customer; or (b) terminate this Agreement, recover the Equipment, and refund or credit the rental charges, if any, for the time the Equipment is not operational, less any amount due NMC for damage to or maintenance of the Equipment that is Customer's responsibility and less any other amounts due NMC. Customer shall provide full access to the Equipment to NMC.

12. **ACCESS AND INSPECTION.** NMC may at all reasonable times enter upon any job site, building or place where the Equipment is located to inspect the Equipment and, if in NMC's opinion, Customer is using the Equipment inconsistent with its

capacity or design, or otherwise improperly using, maintaining, or operating the Equipment, NMC may remove the Equipment immediately without notice.

13. **REMOTE MONITORING.** In the event remote monitoring equipment is installed on the Equipment, Customer acknowledges that data concerning the Equipment, its condition, and its operation may be transmitted to the manufacturer and NMC. The information transmitted may include: serial number, Equipment location, and operational data. Customer agrees to allow this data to be accessed by the manufacturer and NMC and that Customer has no rights in any NMC or manufacturer-maintained data compilations.

14. **RETURN OF EQUIPMENT.**

A. At the end of the Term or upon NMC's demand pursuant to Section 23, Customer must return Equipment to NMC in the same condition in which it was originally rented, ordinary wear and tear excepted, fully fueled, properly cleaned, and free of hazardous materials and contaminants. If Equipment is not returned in this condition, rental charges shall continue to accrue and Customer shall pay NMC all costs and expenses incurred by NMC to bring the Equipment into the required condition. Damage which is not "ordinary wear and tear" includes, without limitation, damage due to overturning, overloading, or exceeding rated capacities, breakage, abuse or improper use; or, dirtying of the Equipment by paint, mud, plaster, concrete, rosin or any other material. If the Equipment is returned with less than full fuel, and/or in a dirty or contaminated condition, Customer will pay for refueling and cleaning the Equipment, as applicable, at NMC's then prevailing rates for such services.

B. The Equipment must be returned to the same store location it was rented from during normal business hours. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within NMC's normal business hours. For Equipment that is to be picked up, Customer must call NMC by 5:00 pm CST the business day prior to the date that the Equipment is ready to be picked up and obtain a "pick-up" number from NMC evidencing such call ("Pick Up Number"), which Pick Up Number Customer should keep as proof of the call. Customer will be charged rental charges for the day following the date the Pick Up Number is given or the last day of rental, whichever is later. No pickups will be made on Saturdays, Sundays or holidays. Customer is obligated to care for and protect the Equipment from loss, damage or theft until the Equipment is picked up.

15. **LATE CHARGES AND RETURNED CHECK FEES.** If Customer fails to pay any rental charge or other sum owed under this Agreement after it is due, Customer shall pay a late charge on the delinquent payment of 1.5% per month or the maximum permitted by Law, whichever is less. Customer may also be charged a returned check fee of \$35.00 for any check returned unpaid.

16. **RENTAL EQUIPMENT PROTECTION.** Rental Equipment Protection ("REP") is NOT insurance. If Customer accepts the REP by initialing the "Accept" box on page 1 of this Agreement and provided Customer uses the Equipment in accordance with this Agreement, gives NMC immediate notice of any loss or damage to the Equipment, and pays the charges for the REP when due, NMC will waive, subject to the exclusions set forth below, Customer's responsibility for loss or damage to the Equipment, less the deductible per occurrence. For Equipment with a replacement value of \$25,000 or above, the deductible is \$2,500 per item of Equipment; for Equipment with a replacement value of less than \$25,000, the deductible is \$1,000 per item of Equipment. NMC RESERVES THE RIGHT TO DENY REP TO CUSTOMER. Customer agrees to pay for the REP until appropriate evidence of insurance is received by NMC. Notwithstanding the foregoing, THE FOLLOWING CONDITIONS ARE NOT COVERED BY THE REP and Customer will remain liable for all damage or loss to the Equipment, and all of NMC's expenses, resulting from: (a) intentional abuse, improper use, or negligent use; (b) failure to secure during transportation, or improper loading or unloading of the Equipment; (c) overturning, or striking overhead objects with the Equipment; (d) vandalism, theft or malicious mischief that is not reported to the law enforcement authorities; (e) electric current, or exposure to contaminated or other hazardous materials; (f) overloading or exceeding the rated capacity of Equipment; (g) use by unqualified operator; (h) use of the Equipment in violation of any Law; (i) failure to perform the maintenance as provided in Section 10 above; (j) failure to properly secure or restrict access to the Equipment, including leaving the keys readily available to an unauthorized or unqualified operator; or (k) failure to comply with any other provision of this Agreement. Customer will also remain responsible for all damage to tires, tubes and wheels sustained in the use of the Equipment. If REP charges are unpaid, the REP will not be in effect, regardless of whether the "Accept" box is initiated, and Customer shall remain liable for all loss and damage to the Equipment.

17. **INSURANCE.** At all times during this Agreement, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 18; (b) property insurance against loss by all risks to the Equipment, in an amount not less than full replacement value of the Equipment, unless REP is elected and paid for; (c) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage) of not less than \$1,000,000 per occurrence, if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name NMC as an additional insured (including an additional insured endorsement) and loss payee, and provide for NMC to receive at least 30 days prior written notice of any cancellation or material change. Customer shall provide NMC with certificates of insurance evidencing the coverages required above prior to any rental and any time upon NMC's request. To the extent NMC carries any insurance, NMC's

insurance will be considered excess insurance. The insurance coverage provided for above will not act to limit Customer's liability under this Agreement.

18. **RELEASE AND INDEMNITY.** Customer RELEASES AND DISCHARGES and agrees to INDEMNIFY, DEFEND AND HOLD HARMLESS NMC, its affiliates, and each of their officers, employees and other agents, from and against all liabilities, obligations, losses, damages, penalties, injuries, claims, actions, suits, demands, costs and expenses of whatever kind and nature, relating to, or arising out of (a) the selection, manufacture, condition, dismantling, erection, maintenance, operation, possession, servicing, transportation, or use of the Equipment regardless of where, how and by whom operated including, without limitation, claims as a result of latent, patent or other defects, whether or not discoverable by Customer or NMC and torts of any kind, including, without limitation, claims for injury or damage to property, or injury or death to any person, or (b) Customer's breach of this Agreement, whether or not caused in part by the active or passive negligence or other fault of any party indemnified herein and any of the foregoing arising or imposed in accordance with the doctrine of strict or absolute liability. Customer will at all times protect and defend, at its expense, NMC's title to the Equipment and keep the Equipment free and clear of all claims, liens and encumbrances. NMC shall have the right to select its own counsel, at Customer's expense, to defend NMC against any claims relating to this Agreement or the Equipment.

19. **WARRANTY DISCLAIMER.** NMC IS NOT THE MANUFACTURER OF THE EQUIPMENT AND NMC MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NMC MAKES NO WARRANTY OF SUITABILITY, MERCHANTABILITY, FITNESS, FUNCTION, DESIGN, CAPACITY, OR FREEDOM FROM DEFECTS (LATENT OR PATENT). THE EQUIPMENT IS RENTED TO CUSTOMER "AS IS" AND ALL RISK, AS BETWEEN CUSTOMER AND NMC, SHALL BE BORNE BY CUSTOMER AT ITS EXPENSE.

20. **LIMITATION OF LIABILITY.** NMC's maximum liability under or in connection with this Agreement shall be limited to the rental charges actually paid by Customer hereunder. IN NO EVENT SHALL NMC BE RESPONSIBLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR ITS USE, NMC'S LATE DELIVERY, OR NMC'S FAILURE TO REPAIR OR REPLACE NON-WORKING EQUIPMENT.

21. **FINANCIAL INFORMATION.** Customer shall deliver to NMC, promptly upon request, written statements, schedules or reports, in the form and containing such information and accompanied by such documents satisfactory to NMC from time to time concerning the Equipment, or Customer's financial condition or business operations including, without limitation, copies of federal, state and local tax returns.

22. **DEFAULT.** Customer is in default if: (a) Customer fails to pay any rental charges when due; (b) Customer fails to comply, observe or perform any term or condition of this Agreement or of any other agreement with NMC; (c) Customer or any guarantor provide any incorrect or misleading information to NMC; (d) the Equipment, in NMC's opinion, is being damaged in excess of ordinary wear and tear due to improper use or failure to properly maintain the Equipment; (e) Customer or any guarantor of this Agreement ceases doing business as a going concern, makes an assignment for the benefit of creditors, or becomes insolvent; (f) there is filed by or against Customer or any guarantor a proceeding in bankruptcy, or of reorganization, receivership, insolvency, liquidation, dissolution or similar relief; (g) a trustee, receiver, or liquidator is appointed for Customer or any guarantor of this Agreement, or of all or any substantial part of their assets or properties; (h) Customer attempts to remove, sell, transfer, encumber, part with possession or sublet the Equipment; (i) there is a levy, attachment or seizure of the Equipment, or any loss, theft, substantial damage, or destruction of the Equipment, or any material impairment of its value, other than ordinary wear and tear; (j) NMC determines, in its sole discretion, that any material adverse change has occurred in Customer's financial condition; or (k) any individual guarantor dies.

23. **REMEDIES.** If a default occurs, NMC has the right to exercise any one or more of the following remedies: (a) terminate this Agreement and all of Customer's rights under this Agreement with respect to the Equipment and/or terminate any line of credit agreement (but nothing herein implies such an agreement exists); (b) demand that Customer return the Equipment; (c) retake possession of the Equipment, with or without demand or notice to Customer and as permitted by applicable Law; (d) enter the premises where the Equipment is located, as permitted by applicable Law, and render it inoperable or remove it; (e) take legal action to recover possession of the Equipment; or (f) to exercise any of its other rights and remedies pursuant to this Agreement or by applicable Law. If NMC retains an attorney to represent it and enforce its rights and remedies under this Agreement or applicable Law or to appear in, evaluate or monitor any bankruptcy, receivership or assignment for benefit of creditors litigation (whether or not a default has occurred), NMC is entitled to recover from Customer attorney's fees or other professional fees incurred by NMC.

24. **NOTICES.** All notices hereunder shall be in writing and shall be deemed duly given if delivered personally or mailed, by first class or certified mail, return receipt requested, to the respective addresses of the parties set forth on page 1 of this Agreement or any other address designated by notice.

25. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and supersedes all prior understandings, representations or agreements between the parties, whether written or oral. No amendment or modification of this Agreement is

effective unless it is in writing and signed by both parties. Time is of the essence of Customer's obligations this Agreement. A photo or fax copy of this Agreement is as valid as the original.

26. NON-WAIVER. No course of conduct or dealing and no delay or failure by NMC in exercising any right or remedy under this Agreement or applicable Law shall operate to amend, modify or waive any provision of this Agreement.

27. SEVERABILITY. The provisions of this Agreement are severable, if any provision of this Agreement is held invalid, illegal or unenforceable in whole or in part, the provision shall be ineffective only to the extent that it is invalid, illegal, or unenforceable without affecting or impairing the remaining provisions.

28. GOVERNING LAW/JURY TRIAL WAIVER. This Agreement in all respects shall be governed by and construed in accordance with the laws of the State of Nebraska and any litigation under this Agreement shall be commenced in an appropriate state or federal court in Douglas County, Nebraska. Customer waives any and all objections to lack of jurisdiction or venue of any such court. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY DOCUMENT OR TRANSACTION TO WHICH NMC AND CUSTOMER ARE A PARTY.

29. SURVIVAL. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, including, without limitation, all provisions with respect to limitation on liabilities, indemnification and governing law, shall survive any termination or expiration of this Agreement and continue in full force and effect.

30. EQUIPMENT PURCHASE OPTION. NMC is and shall remain owner of the Equipment, and no sale is intended or effective until Customer delivers to NMC full payment of the Machine Buyout Price. The sale of Equipment pursuant to the purchase option will be governed by the terms and conditions of NMC's purchase order in effect at the time of the transaction, unless agreed otherwise in writing by both parties. The Equipment will be sold "As Is, Where Is" with no warranties express or implied. NMC will transfer the remaining portion of the manufacturer's warranty, if any. NMC and Customer agree that the Machine Buyout Price at the time of purchase is equal to the current market value of the Equipment. If the Equipment is purchased, notice is hereby given that NMC has assigned to NMC Exchange LLC its rights to sell the Equipment.

31. USURY. In the event and to the extent that Monthly Carrying Charges are deemed interest, it is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Agreement, in no event shall this Agreement require, the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall be refunded to Customer. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the purchase option term so that the interest is uniform through such term.

32. ENVIRONMENTAL FEE. To help defray waste disposal and other environmental related costs, NMC charges an environmental fee in connection with rentals. This fee is not a tax or governmentally mandated charge. It is not designated for any particular use or placed in an escrow account. Rather, it is a fee that NMC collects as revenue and uses at its discretion.

[End of Terms and Conditions]

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: 1-26-26 Phone No: (402) 245-7276

Name: Heather Noa Email: _____

Address: 2711 Crook Street

Description of Topic & Desired Resolution:

Requesting Sewer portion of
bill be waived, per letter from
Meyer Home Center.

Signature of Requester: Heather Noa P/A

For City Use only

Received by: Sierra Pount Date: 1-26-26

Action Taken: Added to 2-5-26 BOPW Agenda

MEYER HOME CENTER

January 22, 2026

City of Falls City
Utility Department
Falls City, NE 68355

RE: 2711 Crook St

To whom it may concern:

This letter is to confirm that the excessive water usage at the property listed above was due to the outside sillcock being left on which flooded the backyard. The water did not enter the city sewer system and was absorbed into the ground.

Sincerely,



Rebecca Blakley
Manager

1705 Chase St
Falls City, NE 68355

PHONE 402-245-4661
FAX 402-245-4669
EMAIL meyer_home@sentco.net

MEYER HOME CENTER

January 22, 2026

City of Falls City
Utility Department
Falls City, NE 68355

RE: 2711 Crook St

To whom it may concern:

This letter is to confirm that the excessive water usage at the property listed above was due to the outside sillcock being left on which flooded the backyard. The water did not enter the city sewer system and was absorbed into the ground.

Sincerely,



Rebecca Blakley
Manager

Diana Rieschick
↳ 2711 Crook St

Daughter, Heather Noa,
is power of attorney. She
will come in on Monday,
January 26, 2026, to
fill out an agenda request
form to get sewer waived.
We already have the
plumber letter.

1705 Ch
Falls City

Heather Noa
(402) 245-7276