
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 April 2, 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

1. Discussion and Action – Credit Card Convenience Fee for Utility Customers

REGULAR BUSINESS

1. Discussion and Action – Request for reimbursement for an overpayment of utility bills for January and February 2026 | Falls City Foods
 2. Discussion and Action – Consider approving change order for SCADA System with SEL Engineering Services in the amount of \$10,582.77
 3. Discussion and Action – Consider approving lease agreement from NMC CAT for a CAT model 306 in the amount of \$9,350.00
 4. Discussion and Action – Consider approving a proposal for professional grant writing through SCPC in the amount of \$15,000.00
 5. Discussion and Action – Consider new line crew bucket truck
 6. Discussion and Action – Consider approving a service agreement from HUG Engineering in the amount of \$27,577.95
 7. Discussion and Action – Dual Representation Power Plant Structure Discovery Contract | Lucas Froeschl
 8. Discussion and Action – Northern Natural Gas open season bid form | Lucas Froeschl
 9. Discussion and Action – Recommend appointment of Jeff Palik, Class A Superintendent License S-1269 & Engineering License E-13167, as the City Street Superintendent for the remainder of Calendar Year 2026 by municipal contract
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BOPW REGULAR MEETING
THURSDAY – APRIL 16th, 2026, 5:30 PM
CITY HALL - COUNCIL CHAMBERS
2307 BARADA STREET
FALLS CITY, NE 68355

ADJOURNMENT

Trevor Campbell, Public Works Director

REGULAR MEETING OF THE FALLS CITY BOARD OF PUBLIC WORKS

April 2nd, 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 2nd day of April 2026 at 5:30 o'clock P.M. Present were: Board Members: Froeschl, Joy, Johansen, Rieger and Koopman. Absent: None. 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 February 19th, 2026, meeting is hereby approved. 2. *BE IT FURTHER RESOLVED BY* the Board of Public Works that the agenda for March 12th, 2026, is hereby approved. 3. *BE IT FURTHER RESOLVED BY* the Board of Public Works that the Consent Agenda for March 12th, 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.

REQUEST FOR APPROVAL OF THE CGB MASTER SERVICE AGREEMENT WITH CONSOLIDATED GRAIN AND BARGE CO.

A motion was made by Froeschl and seconded by Koopman to approve the agreement, contingent on CGB accepting the red line changes. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Johansen, Rieger, Koopman. "NAY" None. "ABSENT": None. Motion carried.

REQUEST FOR APPROVAL OF THE OLSSON P&ID DEVELOPMENT AGREEMENT FOR THE RAW AND JACKET WATER SYSTEMS NOT TO EXCEED \$28,000.00

A motion was made by Koopman and seconded by Joy to approve recommendation to council to approve and sign the agreement as presented. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Johansen, Rieger, Koopman. "NAY" None. "ABSENT": None. Motion carried.

REQUEST FOR APPROVAL OF THE FAIRVIEW MILLS & AIRLANCO SEWER AGREEMENT WITH MILLER AND ASSOCIATES

A motion was made by Joy and seconded by Koopman to approve the agreement in the amount of \$9,400.00. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Johansen, Rieger, Koopman. "NAY" None. "ABSENT": None. Motion carried.

REQUEST FOR APPROVAL OF THE ON-CALL SERVICES AGREEMENT WITH MILLER & ASSOCIATES

A motion was made by Koopman and seconded by Froeschl to approve the agreement as presented. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Johansen, Rieger, Koopman. "NAY" None. "ABSENT": None. Motion carried.

CREDIT CARD CONVENIENCE FEE FOR UTILITY CUSTOMERS

The board discussed credit card convenience fees for utility customers. No action was taken.

MEETING ADJOURNED AT 6:31 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 April 2nd, 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

The City currently pays approximately \$4,000-\$6,000 per month for Utility side credit card transaction fees.

This fee is passed on to General side customers, who pay this at the time of their transaction. This transaction fee can be avoided by customers by paying with cash, check, or direct ACH transfers.

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

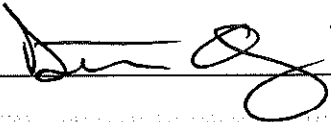
Date: 4/15/2026 Phone No: 402-852-6715

Name: Falls City Foods Email: dusty.olberding@vanhessen.com

Address: 404 Pacific St

Description of Topic & Desired Resolution:

Falls City Foods is requesting reimbursement for an
over payment of utility bills for Jan and Feb 2026. Production
in the facility ended on Dec 17th 2025, resulting in a significant
reduction in power after that date. It is our estimate that
we have over paid by approximately \$24,000, but we are open to an
agreed upon amount based off of actual usage. Please see attached
utility bills verifying the usage amounts.

Signature of Requester: 

For City Use only
Received by: Sierra Flint Date: 4/15/2026
Action Taken: Added to BOPW Agenda for 4/16/2026



November 24, 2025

Falls City Foods LLC
404 Pacific
Falls City, NE 68355

Rate Change for Account # 08-000085-00

To Utility Customer:

We are writing to notify you of the change in your electric service rate classification. Previously your account fell into the General Service Demand Electric Rate (Urban) classification. Due to your peak demand exceeding 500 kW for three consecutive months, your account has been reclassified under the Large Power Rate. The criteria for this re-classification are outlined within Ordinance No. 2025-101 under Section II, subsection I.

Please contact the Utility Office with any concerns.

Thank you,

A handwritten signature in black ink that reads "Trevor Campbell". The signature is written in a cursive, flowing style.

Falls City Utility Office
(402) 245-2851

4. General Terms and Conditions.

All rates are subject to the General Terms and Conditions, as set forth in Section K of this Ordinance.

H. MUNICIPAL STREET LIGHTING RATE

1. Availability.

To the City of Falls City for municipal street lighting service (dusk to daylight) from the electric department distribution system.

2. Character of Service.

The electric department will construct, operate and maintain the complete system and furnish such lighting services every night from dusk until daylight or approximately 4,000 hours per annum.

3. Street Lighting Rate Schedule.

The rate shall be based on the number and size of units in use times 4,000 hours use per year.

Effective October 1, 2025	\$0.0774 per kWh
Effective October 1, 2026	\$0.0805 per kWh
Effective October 1, 2027	\$0.0837 per kWh

4. General Terms and Conditions.

All rates are subject to the General Terms and Conditions, as set forth in Section K of this Ordinance.

I. LARGE POWER

1. Availability.

To any Urban or Rural Industrial customer served by the Falls City Electric Department for lighting, heating and power purposes where the customer's peak demand exceeds 500 kW for three (3) consecutive months. Not applicable to resale, supplemental, auxiliary or shared service.

2. Character of Service.

Service shall be 60 Hertz, AC three phase at the standard primary and secondary voltages in use by the electric department.

3. Large Power Rate Schedule.

Rates Effective October 1, 2025

	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$525.00	\$525.00
Demand Charge (\$/kW)	20.07	17.52
Energy Charge (per kWh)	0.0525	0.0514

Rates Effective October 1, 2026

	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$535.00	\$535.00
Demand Charge (\$/kW)	20.25	17.75
Energy Charge (per kWh)	0.0590	0.0570

Rates Effective October 1, 2027

	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$556.40	\$556.40
Demand Charge (\$/kW)	21.06	18.46
Energy Charge (per kWh)	0.0614	0.0593

4. Minimum Bill.

Minimum Bill is 70% of the 500 kW demand times the Winter Demand Charge plus the Customer Charge and Infrastructure Fee.

Effective October 1, 2025	\$6,657.00
Effective October 1, 2026	\$6,747.50
Effective October 1, 2027	\$7,017.40

5. Billing Demand.

The Billing Demand shall be the maximum integrated 15-minute kW load occurring during the billing period, but not less than 70% of the highest demand established during the preceding eleven (11) months.

6. Primary Metering.

Primary Metering may be used where at the option of the Municipality. If the transformation equipment is customer owned, the customer shall receive a 1.5 percent (1.5%) discount on monthly billings for operating and maintenance expenses.

7. Installation Charge.

The customer shall pay the Municipality a contribution in aid of construction for installing transformation equipment in excess of that required to serve the average



Project Change Order

Customer	City of Falls City	Contract/PO Number	PO51284
Customer Contact Name	Trevor Campbell	Change Order Number	01
SEL ES Project Name	SCADA System Equipment	Change Order Date	03/31/2026
SEL ES Project Number	036053.002.00	Date Response Required	04/08/2026
SEL ES Project Manager	Aprajita Sant	SEL ES Contact Name	Aprajita Sant

Description
Basis of Change This Change Order is issued to address the price change of the equipment scope included in the original proposal. The following devices will be removed : <ol style="list-style-type: none">1. One (1) SEL-2730M Managed 24-Port Ethernet Switch (Part Number: 2730M#7G49).2. One (1) SEL-2240 Axion Node (Configured with One (1) SEL-2243 Power Coupler, and One (1) SEL-2245-2 DC Analog Input Module) (Part Number: 2240#YBXL).3. One (1) SEL-C963 Coaxial Cable for IRIG-B Distribution (Part Number: C963#G6H6).4. One (1) SEL-C808 Multimode Fiber-Optic Cable (Part Number: C808#KJM7).5. Eighteen (18) Category 5e Ethernet Cables, 30 feet (Part Number: CA605#2NJJ).6. One (1) Category 5e Ethernet Cable, 50 feet (Part Number: CA605#M7K4).7. Two (2) SEL-2812 Fiber-Optic Transceivers With IRIG-B (Part Number: 2812MRX0).8. One (1) SEL-3350 Automation Controller (Part Number: 3350#W98V).9. One (1) SEL-C963 Coaxial Cable for IRIG-B Distribution (Part Number: C963#6N49).10. Six (6) SEL-C605A Serial Cables for SEL-3390 S8 (Part Number: C605A#F7H7).11. Four (4) SEL-751 Feeder Protection Relays (Part Number: 751#8A00).12. Two (2) SEL-700G-0,-1,-T,-W Generator and Intertie Protection Relays (Part Number: 700G#7H27).13. Five (5) SEL-751 Feeder Protection Relays (Part Number: 751#GH74).14. One (1) SEL-787-2,-3,-4 Transformer Protection Relay (Part Number: 787#M5TD).15. One (1) Custom Plate with Test Switches. Price Adjustment: (\$71,371.79) The following devices will be added : <ol style="list-style-type: none">1. One (1) SEL-2440 Discrete Programmable Automation Controller (Part Number: 2440#CBMG).2. Two (2) SEL-2731 Ethernet Switches (Part Number: 2731#WREL).3. One (1) SEL-3350 Automation Controller (Part Number: 3350#BH8K).

Confidentiality Notice: The information contained in this query is privileged and confidential information and is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient or the person responsible for delivering the material to the intended recipient, you are hereby notified that any dissemination, disclosure, copying, or distribution of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone and destroy this material accordingly.

4. Three (3) 1000BASE-SX SFP Transceivers (850 nm, Multimode, 0.3km) (Part Number: 8131-01).
5. Four (4) SEL-C962 Coaxial Cables for IRIG-B Distribution (Part Number: C962#KDFC).
6. One (1) Dust Cover for SFP Cage (Qty 8) (Part Number: 915900640).
7. Twenty-one (20) 100 Feet Category 5e Ethernet Cables (Part Number: CA605#72DK).
8. One (1) SEL-3350 Automation Controller (Part Number: 3350#YLDE).
9. Three (3) SEL-C953 Coaxial Cables for IRIG-B Distribution BNC-BNC (Part Number: C953#B986).
10. Three (3) SEL-CA605 Ethernet Cables (RJ-45 M/RJ-45 M) (Part Number: CA605#DB7K).
11. Two (2) SEL-9322 15 VDC Power Supplies (Part Number: 93226XX).
12. One (1) fit SCADA equipment on Totalizing panel - Plate 6 (Part Number: Custom Plate 2).
13. Two (2) SEL-C429 Serial Cables (RS-232, DTE-DTE, RJ45/DB9 M (Part Number: C429#T8RB).
14. Six (6) 'SEL-C273A Serial Cable RS-232, DTE-DTE, DB9 M/DB9 M, IRIG-B, Hardware Flow Control (Part Number: C273A#MCK6
15. Four (4) SEL-C953 Coaxial Cables for IRIG-B Distribution (Part Number: C953#MCK7).
16. Nine (9) SEL-751 Feeder Protection Relays (Part Number: 751#M22Q).
17. Two (2) SEL-700G-0,-1,-T,-W Generator and Intertie Protection Relays (Part Number: 700G#BM98).
18. Sixteen (16) Bezels, IAC (S1) to 7XX Vertical - Plate 1 (Part Number: 915900068).
19. Four (4) GE S1 (IAC S1) to 2 FT-1 Switch Cutouts - Plate 2 (Part Number: 915900159).
20. Twenty-one (21) single FT-1 cutout (fits IAC cutout) - Plate 3 (Part Number: TBD).
21. One (1) GE 269/369 to 7xx/24xx Vertical Retrofit with FT-1 Switch Cutout - Plate 4 (Part Number: 915900165).
22. Three (3) Blank - fits ACR cutouts - Plate 5 (Part Number: TBD).
23. Two (2) Electros witch Series 24 Lock Out Relays.
24. Eleven (11) ABB FT-19 Switches.
25. Nineteen (19) ABB FT-1 Switches.
26. Other pass through materials such as Fuse blocks, Din Rails, Shorting blocks etc.

Price: \$81,954.56

Deliverables to SEL ES

The Customer will provide the following to SEL ES:

- Approval of Bill of Materials (BOM).

Clarifications

- All clarifications listed in base scope proposal 036053.002.00 apply to this change order.

Cost Impact

US \$10,582.77	TOTAL
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For projects in the U.S., all quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

Payment Milestone Schedule	
Milestone Activity	Price (USD)
Equipment	
Receipt of PO	\$10,582.77
Total Price	\$10,582.77

Schedule Impact
None

Validity	This quotation is valid for 60 days. SEL ES reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.
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Authorization			
Customer/vendor approves this Change Order.			
<input type="checkbox"/> Add to existing PO		<input type="checkbox"/> Use new PO number _____	
Signature		Date	
Name		Title	



11002 SAPP BROS. DRIVE, OMAHA, NE 68138

RENTAL AGREEMENT

Agreement #

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

Bill to: Customer: City of Falls City
NAME Trevor Campell
ACCOUNT #
ADDRESS
ADDRESS

Jobsite:
Contact: Trevor Campell
Phone:

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

Ordered by:

QTY DESCRIPTION	1 YEAR
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Rental Items

Cat 306	ID# TBD	Ser # TBD	<u>\$ 9,350</u>
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 \$37.40 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 initialed, 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]

April 3, 2026

Mr. Marc Ramsey
Gas Superintendent
Falls City Utilities
(O): (402) 245-2691
m.ramsey@fallscityne.us

**RE: PROPOSAL FOR PROFESSIONAL GRANT SERVICES
2026 PHMSA NGDISM GRANTS
FALLS CITY UTILITIES**

Dear Mr. Ramsey;

Southern Cathodic Protection Company (SCPC) is pleased to provide our proposal for professional grant writing and application services for the Falls City Utilities, herein referred to as the "City". The grant application will be completed in accordance with the Infrastructure Investment and Jobs Act, as passed into law, and PHMSA's Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant Program guidelines. The next Notice of Funding Opportunity (NOFO) was released in March of 2026.

Scope of Services

Our proposed scope of work will include technical writing of the project and budget narratives, online submission of grant application, and collaboration with City staff and other consultants, working on behalf of City, to gather necessary documentation to compile the application. In addition to the outlined scope elements, SCPC will leverage our industry-related intelligence to structure the grant application for the best chance of receiving full project funding. Our experience and contacts within the industry will allow us to provide quick, precise, and informed judgments as the grant program evolves.

Throughout the project, SCPC will conduct regular progress meetings to ensure conformance with your organization's objectives and timely delivery of a complete application. Proposed pricing will be added to the existing agreement dated May 14th, 2024.

Pricing

SCPC proposes a time-and-expense based project with an additional budgetary not-to-exceed (NTE) limit of **Ten Thousand Two Hundred Dollars (\$10,200.00)** in addition to the remaining \$4,800.00 available from the budget of the previous grant application project (proposal approved and signed on 05/14/2024). Total NTE budget for the leftover funding and new proposed NTE will be \$15,000.00. All billable hours and expenses shall be billed in accordance with our 2026 Engineering Rate Schedule.

All work will be conducted under the supervision of an AMPP (formerly NACE International) certified Corrosion Specialist who is also a registered Professional Engineer (PE) in 14 states. SCPC will provide detailed time and expense sheets, as well as progress tracking for each scope element through the entirety of the grant application process.

Qualifiers

- 1) Should additional services be required (such as project identification, alignment preparation, preliminary engineering report, similar production-type analysis, or exhibit development), combined with the original scope, exceed the aforementioned budgetary estimate, such additional services will be charged on the basis of the rates outlined above. Any additional charges due to scope changes will be discussed with the client and a new NTE limit will be negotiated.
- 2) Pricing is based upon frequent and open communication with City employees across various departments. The City will furnish all necessary documents to support a complete grant application. These documents may include, but are not limited to, historically disadvantaged areas, local wage rates, local internship programs, economic development plans, natural gas distribution system description information such as system maps, supporting exhibits, distribution integrity management program (DIMP) risk rankings, annual Department of Transportation (DOT) reports, historical documents such as leak history, cathodic protection history, and completed pipeline replacement projects to date. The City, or other consultants working on behalf of the City, shall provide project planning and preliminary engineering design, preliminary drawings, estimated line-item construction costs (material and labor), preliminary construction schedules (Gantt Chart), and other supporting documentation necessary to complete the project.
- 3) Schedule of work is to be mutually agreed upon.
- 4) Invoicing will be submitted on a monthly basis and terms of payment are net 30 days.

We trust you will find our proposal to be complete and satisfactory and look forward to working with you on this project. If you have any questions, or require additional information, please feel free to contact us. If ready to proceed, see *Acceptance and Notice to Proceed* section on page 3 of 3.

Sincerely,

Southern Cathodic Protection Co.



Kevin M. Murphy
Business Development Manager

AMPP CP2 No. 70065
(404) 904-6142

Acceptance and Notice to Proceed

Falls City Utilities

Southern Cathodic Protection Company

Falls City Authorized Representative

Consultant's Authorized Representative

Name (Print)

Name (Print)

Title

Title

Signature

Signature

Date

Date

Purchase Order No. (Attach if applicable)

combikat™



City of Falls City
2307 Barada Street
68355 Falls City
United States of America

Delivery address:
City of Falls City
2307 Barada Street
68355 Falls City
United States of America

Request date:
Your inquiry No.:
Your reference:
Commission: Wärtsilä Falls City
Customer No.: 24636
Your cost centre:
Your VAT No.: 476006187

Editor: Jeremy Creveling
Contact email: service.us@hug-engineering.com
Direct no.:
Delivery date: 02.04.2026
Delivery type: Courier
Delivery terms: DAP
Our VAT No.:

Offer SA 48808

USA, 02. April 2026

Project 20242601 HE-CH Wärtsilä (FI) Falls City
A-A-13443

Dear Sir or Madam

With reference to your enquiry we hereby, with pleasure, submit to you our quotation for the delivery as follows, in accordance with our general terms and conditions (see attachment).

Pos.	Article	Description	Quantity	Price/pc.	Total USD
<u>SNQ Parts</u>					
20	2040.0188	Filter element 2 µ	3.00 pcs		0.00
30	2090.0576	O-ring EPDM ø47x3.5mm	3.00 pcs		0.00
40	0905.0001	Measuring cell NO 0-0100 ppm, calibrated	1.00 pcs		0.00
50	0905.0002	Measuring cell CO 0-500 ppm, calibrated	2.00 pcs		0.00
60	2070.0202	Flat gasket 34x24x2mm	3.00 pcs		0.00
70	2010.0067	Pressure switch 14 mbar	2.00 pcs		0.00
80	2020.0279	Solenoid valve 3/2 way	4.00 pcs		0.00
90	0601.0009	Sample gas pump complete 230V 50Hz	3.00 pcs		0.00
100	0601.0024	Diaphragm to sample gas pump	3.00 pcs		0.00
110	0601.0024	Diaphragm to sample gas pump	3.00 pcs		0.00

Offer SA 48808

for City of Falls City, 68355 Falls City



120	0601.0042	Valves and gasket to sample gas pump	3.00 pcs		0.00
130	0503.0046	Glass orifice ø6,5x0,34x15mm	2.00 pcs	31.99	63.98
140	0503.0048	Glass orifice ø6,5x0,55x20mm	60.00 pcs		0.00
150	6000.1817	O-ring EPDM ø9.25x1.78mm	18.00 pcs		0.00
160	6000.1818	O-ring EPDM ø6.07x1.78mm	9.00 pcs		0.00
170	6000.8618	Condensate pump 24VDC, compl. incl. wire	2.00 pcs	327.36	654.71
180	0601.0049	Condensate pump head SR10/30 24VDC	2.00 pcs		0.00
190	2090.0573	Connector KJL	6.00 pcs		0.00
200	0904.0005	Cooler insert	2.00 pcs		0.00
210	6000.0815	Cooler body insulated	1.00 pcs		0.00
220	2020.0273	Cooler 24V	1.00 pcs		0.00
230	2010.0065	Temperature sensor PT1000	1.00 pcs		0.00
240	6000.1174	Battery, round cell, Lithium CR-2032 Shipping of batteries by air freight not possible!	1.00 pcs		0.00
250	2030.0265	Analog input module W340	2.00 pcs		0.00
260	2030.0264	Digital output board A465	2.00 pcs		0.00
270	2030.0263	Digital input board E165	1.00 pcs		0.00
280	2030.0562	Extension module support 4 E/A	1.00 pcs	493.27	493.27
290	7000.3470	Memory module 1GB, w/cards, w/ software	1.00 pcs		0.00
300	7000.3140	CPU PCD3.M5567 w/ firmware	1.00 pcs		0.00
<u>Dosing cabinet parts</u>					
320	0902.0021	Pressure switch 250-1000 mbar	3.00 pcs		0.00
330	6001.4181	Pressure sensor -0.5 ... +4 bar; 4-20 mA	6.00 pcs		0.00
340	6001.1500	DC motor with gear 24 V	3.00 pcs		0.00
350	0102.0155	Gasket 1/8"	3.00 pcs		0.00
360	0102.0156	Gasket 1/4"	9.00 pcs		0.00
370	0102.0157	Gasket 3/8"	4.00 pcs		0.00
380	7000.3559	Pulsation dampener accumulator 0.14 l	1.00 pcs		0.00
390	2020.0233	Rocker valve 2/2-way ø0.8mm	1.00 pcs		0.00
400	2020.0234	Rocker valve 2/2-way ø1.6mm	5.00 pcs	266.35	1'331.75
<u>DEN injector Parts</u>					
420	1304.0004	O-ring Viton ø10x2.5mm	3.00 pcs		0.00

Offer SA 48808

for City of Falls City, 68355 Falls City



430	1304.0007	O-ring Viton ø19x2.5mm	3.00 pcs		0.00
440	1304.0201	Flangeseal ø160x110x1.5mm	3.00 pcs		0.00
450	2070.0160	Injector ring 75l	1.00 pcs		0.00
460	0201.0231	Sealing ring ø17 x ø13 x 0.5	3.00 pcs	4.96	14.88
470	0202.0004	Nozzle Insert GD 2.6mm	1.00 pcs		0.00
480	0202.0005	Nozzle cap GD M20 x 1.5 x Ø5	1.00 pcs		0.00
490	2070.0161	Injector ring 115l	2.00 pcs	58.03	116.06
500	0202.0017	Nozzle Insert GD 4mm	20.00 pcs	424.94	8'498.87
510	0202.0016	Nozzle cap GD M20 x 1.5 x Ø 6	2.00 pcs	205.96	411.92
520	6000.0058	Temperature sensor TEA330	2.00 pcs	1'249.91	2'499.81
					14'085.25
540	7001.8348	tariffs According to costs incurred	1.00 p.u.	1'942.68	1'942.68
550	7001.2122	Estimated Transport costs According to Expenses Incurred	1.00 pcs	500.00	500.00
560	7001.2123	Travel expenses Airfare According to costs incurred	1.00 pcs	1'200.00	1'200.00
570	7001.2117	Travel miscellaneous cost According to costs incurred	1.00 pcs	250.00	250.00
580	7002.8701	HEUS Daily Travel Rate Travel Expenses Included (Not Airfare)	2.00 d	1'150.00	2'300.00
590	7001.2105	HEUS Daily Work Rate Less than 10 hours	3.00 d	1'650.00	4'950.00
600	7002.9098	HEUS Daily Expenses Cost + 10% (Incl Hotel, Car, Allow)	4.00 p.u.	500.00	2'000.00
610	7001.2110	Working hours SU / Holiday	0.00 h	210.00	0.00
620	7001.2113	Admin Fee	1.00 pcs	350.00	350.00

Subtotal USD		27'577.95
0 % VAT	0.00	0.00
Final amount USD		27'577.95

Payment: 30 days net
Offer validity: 3 months

Offer SA 48808

for City of Falls City, 68355 Falls City



We would be glad to be favored with your esteemed order.
In case of any question do not hesitate to contact us.

Yours sincerely
Hug Engineering Inc.

Jeremy Creveling
Service Project Manager

Frank Jamerson
Director of Aftersales and Service

David C. Levy

1700 Farnam Street
Suite 1500
Omaha, NE 68102-2068
Tel: 402.344.0500
Fax: 402.344.0588
Direct: 402.636.8310
dlevy@bairdholm.com
www.bairdholm.com
Also admitted in California, Iowa and
Kansas

April 10, 2026

VIA ELECTRONIC MAIL

The City of Falls City, Nebraska
c/o Lucas Froeschl
City Administrator
2307 Barada Street
Falls City, Nebraska 68355

Nebraska Rural Generation
c/o _____

**Re: Engagement for Legal Services – Joint Representation of City of Falls City,
Nebraska and Nebraska Rural Generation**

Dear Mr. Froeschl and _____:

We are pleased you have asked us to serve as legal counsel jointly to The City of Falls City, Nebraska (the "City") and Nebraska Rural Generation ("NRG"), collectively (the "Clients"). In accordance with our standard procedures and ethical rules, this letter confirms the City's engagement of this firm and, together with the enclosed *Standard Terms of Representation*, describes the basis on which we will provide legal services to the Clients. Our goal is to ensure the services we provide are timely, professional and responsive to your needs, and that our fees are fair and reasonable. I am happy to discuss any of this with you as helpful.

1. *Client; Scope of Representation.* The Clients are engaging Baird Holm to advise and represent it in connection with Nebraska Power Review Board approval and other development activities for a transmission line and power generation plant (collectively, the "Representation"). Our engagement is limited to the matters described above. It does not include representation of the Client or its interests in any other matter unless otherwise mutually agreed in writing.

I will serve as your principal contact with the firm, and I will be primarily responsible for the firm's legal services to the City. Other lawyers and legal assistants in the firm may perform portions of our work for the City from time to time as necessary based on their special expertise in a given area and to provide services in the most efficient and timely manner.

2. *Fees and Expenses.* Our *Standard Terms of Representation* generally describe the basis for our legal fees, and the expense items for which we will charge in addition to legal fees. My current hourly billing rate is \$515. These rates are subject to change from time to time, and we typically adjust them annually effective July 1.

You have represented to us that you have jointly agreed that NRG is responsible for our fees and costs. You have further represented to us that the City and NRG prefer an "evergreen" retainer arrangement whereby NRG will deposit \$50,000 with the Firm prior to the Firm commencing work on the Representation. The Firm will draw against that retainer monthly for fees and costs as set forth in its standard invoice, which it will provide to the Clients. When that retainer reaches \$10,000 or less, we will notify you and request that it be restored to \$50,000.

As with most legal matters, the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter. Notwithstanding the foregoing, we anticipate fees in the range of \$200,000 for this work.

3. *Waiver of Potential Conflicts of Interest Between Clients.* Our joint representation of the Clients is undertaken on the understanding that none of the Clients now perceives any actual conflict of interest in such joint representation. However, since you may not always perceive matters in the same way and because your interests may vary, it is possible that a conflict of interest now exists or may arise. Examples of such potential conflicts of interest include, but are not limited to, the following:

(a) One or both of the Clients may differ on strategy.

(b) One or both of the Clients could, at some point, seek contribution or indemnity from the other for any claims arising out of the matter. We will not advise or represent any of the Clients in connection with any claim for contribution or indemnity that Client may have against the other.

(c) One or both of the Clients could be the subject of claims, or may wish to assert claims, arising out of the subject matter of the representation, including claims against one another. Of course we could not represent any of you in that regard.

The law is complex, especially as applied to actual facts and circumstances, and the factual circumstances also may be complicated. Therefore, as a practical matter it is not possible to anticipate and describe, or to advise each of you about, all potential conflicts of interest between or among you, about the pros and cons of any particular item from the point of view of each of you, or of the adverse effects of those conflicts upon our representation of any one or more of you. Although joint representation may result in tactical advantage, convenience, efficiency or reduced legal expense, joint representation also has the following disadvantages that you must acknowledge and accept as a condition of our engagement:

(a) Joint representation may result in less aggressive assertion or protection of one Client's individual or separate interests than if we were to represent only that Client; we will provide a united front and not necessarily make every argument that we would make if we represented only one Client.

(b) Joint representation has the further disadvantage that no attorney-client privilege would apply to communications between or among the Clients or with us in any

dispute between or among the Clients or by any of the Clients with us. In other words, we cannot keep confidential from one of the Clients any communication with another one of the Clients in the course of the joint representation, and we could be compelled to testify concerning any such communication if a dispute among the Clients develops. The Clients should also know that communications which occur during the course of the joint representation will lose their privileged character if they should be offered in a future proceeding between one Client and another.

(c) When we communicate with the Clients, whether in the course of the representation in order to obtain instruction, to report or otherwise, or for the purpose of discussing the pros and cons of any particular item or issue, we shall be entitled to rely on communications with fewer than all of the Clients. For this reason and possibly others, joint representation may have the disadvantage of communication that is less complete or effective than if we represented only one Client.

(d) The Clients should not assume that we will advise each Client of the substance of every communication received by us from any one of the Clients.

If you sign this letter, you waive the potential conflict of interest arising from such joint representation and acknowledge that, if any actual dispute arises between or among the Clients concerning the subject of the joint representation, absent further consent from each of the Clients, we may be required to withdraw as counsel to one or more or all of the Clients. If we withdraw, a Client who then is required to or does engage independent counsel may incur legal costs (e.g., for new counsel to become familiar with the matter) that would be avoided by separate representation throughout the matter. We will notify you in such an event that we intend either to withdraw completely from the representation of any Client or continue as counsel for one or more of the Clients.

At present, we would seek to continue to represent one or more of the Clients to the extent we determine that we could appropriately do so, notwithstanding any adversity between their interests and the interests of the Clients. Accordingly, your signature below constitutes your consent to our present and continued future representation of the Clients, and each Client agrees not to assert any conflict of interest or seek to disqualify us from representing one or more of the Clients now or in the future, despite any adversity between the interests of the Clients that may arise. Nonetheless, notwithstanding your consent hereto, depending on the circumstances at the time, we may be required to withdraw or we may be disqualified from representing any of the Clients in the event of a dispute between or among the Clients.

Each of you should feel free to consult independent counsel at any time concerning matters which are the subject of the joint representation, including whether or not to sign this engagement letter by which you will be providing this waiver and consent.

If you consent to our representation on these terms, please sign and send back to us this letter. If you have any questions about this letter, please let me know. Feel free to consult another lawyer about this letter before signing it.

The City of Falls City, Nebraska
Nebraska Rural Generation

Page 4

We will begin our representation once we have received all signed letters and the retainer referenced above.

Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions or comments about the contents of this letter or the enclosed *Standard Terms of Representation*, or if any concerns arise during the course of our representation.

Please sign and return a copy of this letter, confirming your agreement to these terms. To avoid any misunderstanding, we will not proceed with this engagement until we receive back a countersigned copy of this letter. Thank you.

The above Engagement for Legal Services letter and the *Standard Terms of Representation* are hereby agreed to and accepted:

The City of Falls City, Nebraska

Nebraska Rural Generation

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Very truly yours,



David C. Levy

Enclosure

cc: Michael Dunn, Esq., City Attorney

The City of Falls City, Nebraska
Nebraska Rural Generation

Page 2

bcc: Steven D. Davidson



April 15, 2026

Mayor and City Council
City of Falls City
2307 Barada St.
Falls City, NE 68355

Dear Mayor and City Council:

As Michelle Pietzyk discussed with Gary Jorn, Brian Friedrichsen has resigned from Olsson to pursue a different job opportunity. I will be taking over as the City's street superintendent. Attached is my resume for the council to review. Please officially appoint me as your street superintendent at your next council meeting for the time period starting the date of the meeting through December 31, 2026. Here is the information you will need to include in the appointment:

Jeff Palik - Class A license
Street Superintendent License S-1269
Engineering License is E-10492

Shayne Huxoll, out of our Lincoln office, will continue as your daily contact to help with your community needs and engineering work. Michelle Pietzyk will continue to be your contact for all things street superintendent related. Michelle will work with the city at the end of the year on how to fill out the End of Year Street Superintendent Certification form showing myself and Brian.

If you have any questions, please contact me at 308.398.2958 or jpalik@olsson.com or Michelle Pietzyk at 402.480.1347 or mpietzyk@olsson.com.

Sincerely,

A handwritten signature in black ink that reads "Jeff R. Palik". The signature is written in a cursive, flowing style.

Jeff Palik, PE
Sector Leader, Greater Nebraska

JEFF PALIK, P.E.

Street Superintendent

EXPERIENCE SUMMARY

As sector leader of the Greater Nebraska region, Jeff oversees the Grand Island, Holdrege, Kearney, Norfolk, and South Sioux City offices. Jeff is also responsible for the Lincoln/Sarpy construction materials testing team, as well as the Drilling and Geotechnical teams for Olsson. Jeff has been with Olsson for more than 20 years. He has a diverse background in design, construction, and management for projects ranging from sanitary sewers and lift stations to commercial land development. Early in his career, Jeff took an interest in construction services, seizing opportunities to assist with field work and inspections. His reputation as a fair, responsive leader at construction sites grew quickly. Jeff's knowledge of infrastructure design coupled with his vast construction expertise led him to his previous role of Construction Services team leader. As a result, Jeff understands how to manage the complete lifecycle of a project from concept to closeout. He is versed in water main, sanitary sewer, roadway construction, and mass grading projects.

PROJECT EXPERIENCE

- City of Holdrege, Construction Engineering for 11th Ave. from Morton St. to Logan St.; Holdrege, NE
- City of Lexington, Construction Engineering for 13th St. from Hampton St. to Airport Rd.; Lexington, NE
- City of Lexington, Design and Construction Engineering for 6th and Jackson St.; Lexington, NE
- City of Lexington, East Viaduct Replacement Construction Engineering and Inspection; Lexington, NE
- City of Minden, Municipal Water System Improvements; Minden, NE
- City of Minden, New Concrete Pavement for Sections of Campbell St., Holland St., and Eighth St.; Minden, NE
- City of Ogallala, Paving Improvements for Second Street, B Street, and South A Street; Ogallala, NE
- City of St. Paul, Design of Water Main and Sanitary Sewer Extension for Jerabek Subdivision; St. Paul, NE
- Village of Elba, Paving and Drainage Improvements for 13th St. from New St. to Alda St.; Elba, NE
- Village of Kenesaw, Design and Construction of New Water Meters; Kenesaw, NE
- Village of Kenesaw, Paving Improvements and Overlay for Various Streets; Kenesaw, NE



EDUCATION

- B.S., Civil Engineering,
University of Nebraska-Lincoln

PROFESSIONAL REGISTRATIONS

- Professional Engineer: NE,
E-10492

CERTIFICATIONS/TRAINING

- Street Superintendent
License: NE, Class A #S-1269

OLSSON EXPERIENCE

- 1998 to 2003
- 2005 to Present

OVERALL EXPERIENCE

- 1997 to Present

PROFESSIONAL REFERENCES

- Matt Helzer
City of St. Paul
308.754.4483
mhelzer@cityofstpaulne.org
- Michael Krings
City of Minden
308.832.1820
mkrings@mindennebraska.org
- Jeff Edmondson
Village of Kenesaw
402.752.3222
jedmondson@kenesaw.org