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

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

1. Discussion & Action – Agenda Approval
 2. Discussion & Action – Minutes Approval for March 16, 2026
 3. Discussion & Action – Claims Approval for April 7, 2026
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OLD BUSINESS

REGULAR BUSINESS

1. Public Hearing – Consider approving chicken permit applications for 2203 Crook Street | Lisa Patnode
2. Discussion & Action – Consider approving a chicken permit application at 2203 Crook Street | Lisa Patnode
3. Public Hearing – Consider approving chicken permit application for 2201 Hiland Avenue | Heather Stang
4. Discussion & Action – Consider approving a chicken permit application at 2201 Hiland Ave | Heather Stang
5. Public Hearing – Application for a Class I Liquor license for The Mane Attraction Salon & Spa at 1801 Chase Street | Sally Merz
6. Discussion & Action – Consider approving a Class I Liquor License for The Mane Attraction Salon & Spa at 1801 Chase Street | Sally Merz
7. Discussion & Action – Request for a Special Designated Liquor License for April 29, 2026 at Nebraska Bank | Sean Frederick

8. Discussion & Action – Consider request to enforce ordinances at 711 E 17th Street | Robert Crofford
9. Discussion & Action – Consider request to close Chase Street from 20th Street to 14th Street and provide patrol cars for a parade on July 4th | Amber Holle - Falls City Chamber
10. Discussion & Action – Consider request to block off Business Parkway Road south of Hwy 159 for Extrication Training from 9AM-1PM on June 27, 2026 | Marcia Harmon - Falls City Volunteer Ambulance Squad
11. Discussion & Action – Waive Auditorium Fees for Falls City Fire Department, Falls City Ambulance, and Humane Society | Council Person Frank Killingsworth
12. Discussion & Action – Consider request from Falls City Volunteer Fire Department to amend their By-Laws and attach articles XVIII, XX, and XXI | Falls City Volunteer Fire Department
13. Discussion & Action – Consider request that the City remove two benches on the sidewalk on the west side of the Courthouse | Richardson County Commissioners
14. Discussion & Action – Accept bids for tree maintenance and approve the bid most advantageous to the city
15. Discussion & Action – Approval of Arbor Day Proclamation April 24, 2026
16. Discussion & Action – Approval of the Olsson P&ID Development Agreement for the raw and jacket water systems not to exceed \$28,000.00
17. Discussion & Action – Approval of changing accounting software
18. Discussion – Update Nebraska Rural Energy Project | Lucas Froeschl – EDGE Director

ADJOURNMENT

Gary Jorn, City Clerk

March 16, 2026

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 16th day of March 2026, at 6:00 o'clock P.M. Council met in regular session. Mayor Harkendorff called the meeting to order, and Clerk Jorn recorded the minutes of the meeting. On roll call the following Council persons were present: Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. Absent: None. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the Mayor and all persons of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings shown hereafter were taken while the convened meeting was open to the attendance of the public. Mayor Harkendorff publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

STANDING REPORTS

Standing reports from the City Administrator and Chief of Police were presented. No formal action was required.

AGENDA APPROVAL FOR MARCH 16, 2026

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

MINUTES APPROVAL FOR MARCH 2, 2026

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

CLAIMS APPROVAL FOR MARCH 17, 2026

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

TREASURER'S REPORT FOR FEBRUARY 2026

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

CEMETERY USE FOR ELECTRICAL SUBSTATION | SCOTT HOLLENS

Public comments on the use of the Cemetery on West 14th Street for the construction of an electrical substation on the south lots were made by Scott Hollans, Ron Brown, and Bing Bindrum. Lucas Froeschl from Falls City EDGE spoke as well. No motion was made.

CONSIDER REQUEST TO CLOSE THE BLOCK NORTH OF PRICHARD AUDITORIUM AND HAVE THE STREET SWEEPER CLEAN THE STREET TO PRESSURE TEST FIRE HOSES TO DETERMINE PASS/FAIL | JON MCQUEEN – FALLS CITY FIRE DEPT.

Jon McQueen spoke on the matter. Following discussion, a motion was made by Council person Leyden and seconded

by Council person Kaster to amend the request and approve the use of the Prichard Auditorium parking lot, barricades, and have the street sweeper clean the parking lot to allow for pressure testing. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried

APPROVAL OF RESOLUTION 2026-R109 TO REPEAL MANAGEMENT PENSION PLAN BENEFIT

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

APPROVAL OF 2026 HOUSING STUDY BY MARVIN PLANNING | LUCAS FROESCHL – FALLS CITY EDGE

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

APPROVAL TO TRANSFER 1205 HARLAN TO THE SOUTHEAST NEBRASKA LAND BANK | LUCAS FROESCHL – FALLS CITY EDGE

A motion was made by Council person Ferguson and seconded by Council person Fouraker to approve the transfer of 1205 Harlan to the Southeast Nebraska Land Bank. The Land Bank will pay the City taxes on the property. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

APPROVE CITY ADMINISTRATOR/CLERK/TREASURER AS EX-OFFICIO MEMBER TO THE SOUTHEAST NEBRASKA LAND BANK

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

APPROVE AND SIGN THE RESOLUTION 2026-R110 AND CONTRACT AMENDMENT FOR THE GAS SUPPLY AGREEMENT FOR THE PEFA PROGRAM WITH CLAYTON ENERGY AS RECOMMENDED BY THE BOARD OF PUBLIC WORKS

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

APPROVAL CONFIDENTIALITY AGREEMENT BETWEEN THE CITY AND TENASKA | LUCAS FROESCHL – FALLS CITY EDGE

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

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:53 P.M.

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 Council on March 16, 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 three copies of all reproducible material discussed at the meeting was available at the meeting for examination and copying by persons of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to persons of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

CITY CLERK

CITY CLERK

MAYOR



City of Falls City, NE

Claims Report - 4.07.2026

By Fund

Payment Dates 3/18/2026 - 4/7/2026

Vendor Name	Description (Item)	Amount
Fund: 100 - General		
American National Bank	HSA	\$ 1,572.00
Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$ 42.43
General Petty Cash	Stamps	\$ 702.00
Amazon Capital Services	Poly File Pocket, Straight-Cut Tab, 3-1/2"	\$ 9.99
Amazon Capital Services	Sheet Protectors-1200pk	\$ 39.59
BLUE RIVERS AGENCY ON AREA	City of FC Match FY 2025-2026	\$ 1,336.50
Wolfe Printing	Business Cards - G. Jorn	\$ 29.56
Principal Life Insurance Company	Dental Ins	\$ 584.65
Principal Life Insurance Company	Vision Ins	\$ 112.45
AMERITAS BILLING	457 After Tax %	\$ 65.19
AMERITAS BILLING	457 Pre Tax Percentage	\$ 194.06
Collection Associates	Court Garnishment	\$ 223.06
CWA Dues	CWA Union Dues	\$ 111.47
Principal Life Insurance Company	Dental Ins	\$ 584.65
Medica Insurance	Group Health	\$ 16,830.72
IBEW Local Union #1536	IBEW Union Dues	\$ 121.47
International Union of Operating Engineers	IUOE Union Dues	\$ 269.13
Dearborn Life Insurance Company	Life Insurance	\$ 267.67
Nebraska Dept of Revenue	Garnishment	\$ 250.00
Principal Life Insurance Company	Vision Ins	\$ 103.67
Ameritas	Pension 457 Pre-Tax	\$ 150.00
Ameritas	Retirement 501a	\$ 11,337.50
Nebraska Department of Revenue	State W/H Tax	\$ 3,159.44
Department of the Treasury	Federal W/H	\$ 7,932.29
Department of the Treasury	Medicare Tax	\$ 2,804.34
Department of the Treasury	Social Security Tax	\$ 11,990.28
Utility Department	Rural Housing	\$ 141.47
Utility Department	City Hall Lease Property	\$ 76.65
Utility Department	Offices	\$ 1,111.43
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$ 760.09
Falls City Economic and Development Growth Enterprises	Monthly Contribution (MOU-7.5.2023)	\$ 11,041.75
Falls City Main Street, Inc.	Monthly Contribution (MOU 7.17.2023)	\$ 2,500.00
Fund 100 - General Total:		\$ 76,455.50
Fund: 110 - Police		
Howmedica Osteonics Corp	Kit, Replacement Battery, LPCR2	\$ 340.00
Howmedica Osteonics Corp	Kit, Shipping, Single Electrode, LPCR2	\$ 396.00
Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$ 82.66
Bosselman Pump & Pantry Inc	Bossleman Fuel February 2026 - General	\$ 1,224.73
ChannelBound, LLC	ACA Prime 1095C Processing-Gen	\$ 125.00
Das State Accounting - Central Finance	Network Serv Charges 3/2026	\$ 919.70
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$ 259.89
Fund 110 - Police Total:		\$ 3,347.98
Fund: 115 - Animal Control		
Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$ 25.49
Bosselman Pump & Pantry Inc	Bossleman Fuel February 2026 - General	\$ 34.64
Omaha Public Power District	Feb 4, 2026 - Mar. 5, 2026 Elec. Service	\$ 62.84
Utility Department	Animal Control	\$ 14.52
Fund 115 - Animal Control Total:		\$ 137.49
Fund: 120 - Fire		
Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$ 221.51
Smith Auto Inc	2022 Ford F150 Pickup L Taillight	\$ 150.00
Utility Department	Ambulance Bldg.	\$ 208.34
Utility Department	Fire Station/Hyd	\$ 101.28
Utility Department	Fire Station/Hydrants	\$ 4,426.34
Utility Department	Fire Station	\$ 467.60
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$ 129.15
Fund 120 - Fire Total:		\$ 5,704.22
Fund: 150 - Parks		
Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$ 250.97
Bosselman Pump & Pantry Inc	Bossleman Fuel February 2026 - General	\$ 288.71
Farm & City Supply	Screws, Bit Tip Holder 2.36"	\$ 23.98
Farm & City Supply	Screws, Pliers, Bit 1/4"X6"	\$ 27.68
Farm & City Supply	WEED PREVNT XCNTL 4.93	\$ 26.99

Farm & City Supply	Instant Savings	\$	(3.00)
Farm & City Supply	Screws, Bolts, Nuts, Washers	\$	7.95
Farm & City Supply	Bolts, Nuts, Washers, Screws, Nut DRVR 7/16"	\$	13.89
Farm & City Supply	Bolts, Screws, Gate Hook/Eye 4"	\$	15.06
Farm & City Supply	FT LED A19 YLW 60W 1pk	\$	23.97
Farm & City Supply	HASP FXD STPL 4-1/2" ZN Grand View Rest Room	\$	6.59
O'Reilly Automotive Inc	Supplies/Materials	\$	33.77
O'Reilly Automotive Inc	Floor Mat	\$	27.99
Farm & City Supply	Screws, Bolts, Nuts, Washers	\$	23.79
Amazon Capital Services	A-71 Inside Cover for Sloan Flushometer	\$	119.90
Farm & City Supply	HP/Clip 1/8" x 1-5/16" Bag	\$	2.99
Amazon Capital Services	Basketball Net Replacement	\$	7.99
Amazon Capital Services	Basketball Net Replacement	\$	29.07
Amazon Capital Services	12 Pack Copper Coated Scrubber Pad	\$	13.49
Amazon Capital Services	Discount	\$	(1.20)
ChannelBound, LLC	ACA Prime 1095C Processing-Gen	\$	325.00
Farm & City Supply	Wire Wheels	\$	30.57
Farm & City Supply	Step Stool	\$	25.99
Barco Products LLC	bronze bench plaque 02HF2233	\$	349.00
Utility Department	Snackshack -IRR	\$	70.16
Utility Department	Stanton Lake South Camper	\$	260.64
Utility Department	Snack Shack -Old-EL Only	\$	54.96
Utility Department	Dallas Jones Park -IRR MTR	\$	42.89
Utility Department	Dallas Jones Tennis Court	\$	52.07
Utility Department	Stanton Lake Cabin	\$	60.86
Utility Department	Grandview Park	\$	119.83
Utility Department	Parks Dept. New Shop	\$	273.96
Utility Department	Legion Park	\$	54.18
Utility Department	Riding Club Site/City Usage	\$	83.89
Utility Department	Stanton Lake Camper Sites/Caretaker	\$	117.67
Utility Department	F&M Bank Field	\$	42.24
Utility Department	Stanton Lake Volleyball	\$	42.37
Utility Department	4-H Barn	\$	42.24
Utility Department	SNC Field	\$	42.24
Utility Department	Hartman Field	\$	42.24
Utility Department	Snack Shack-New	\$	90.95
Utility Department	Stanton Lake North Camper	\$	42.24
	Fund 150 - Parks Total:	\$	3,206.77
Fund: 151 - Auditorim			
Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$	104.58
Darcy Kiekhaefer	Spin Class 2.3.26 - 2.26.26	\$	150.00
Farm & City Supply	Decora Wallplate 1G Wht	\$	2.78
Farm & City Supply	Wire Connector Org Jar100	\$	0.54
Amazon Capital Services	Discount	\$	(2.61)
Amazon Capital Services	2 Pcs Yoga Blocks	\$	55.96
Amazon Capital Services	Commercial Toilet Seat Front Open	\$	104.46
Falls City Mercantile	Liquid Bleach Concentrate	\$	29.85
Falls City Mercantile	Windex Glass Cleaner	\$	14.17
Farm & City Supply	Keys for Prichard	\$	29.95
Falls City Mercantile	Urinal Block Cherry	\$	16.04
Falls City Mercantile	16 Gal Can Liner (24x33)	\$	45.43
Utility Department	Prichard Auditorium	\$	4,664.52
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$	100.24
	Fund 151 - Auditorim Total:	\$	5,315.91
Fund: 152 - Aquatic Center			
Utility Department	Aquatic Center		<u>128.81</u>
	Fund 152 - Aquatic Center Total:		128.81
Fund: 170 - Library			
Ingram	Books/Periodicals	\$	2,207.70
Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$	65.03
Microfilm Imaging Systems	Scan Pro Advantage Software	\$	580.00
Falls City Mercantile	White Multifold Paper Towel	\$	50.30
Falls City Mercantile	Paper Towel Kitchen Roll	\$	45.00
Easy Squeegee Window Cleaning	Window Cleaning: Outside	\$	220.00
Pro Serv	SAV/CLP37DN & SAV/MP3004EX	\$	465.25
Amazon Capital Services	Assorted Children's Books	\$	203.07
Amazon Capital Services	Discount	\$	(2.70)
Utility Department	Library & Arts Center	\$	3,002.73
Amazon Capital Services	2 Pack Landline Handset Cord Cable	\$	9.99
Library Petty Cash	Postage 2/20/26 - 3/26/26	\$	468.54
Richard Gilkerson	March 2026	\$	232.50
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$	79.35
	Fund 170 - Library Total:	\$	7,626.76

Fund: 180 - Cemetery

Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$	36.78
Bosselman Pump & Pantry Inc	Bossleman Fuel February 2026 - General	\$	79.47
Farm & City Supply	Alum Level w/ Rule 18"	\$	12.99
Farm & City Supply	Mag Torpedo Lvl 9" 3Vial	\$	12.99
Farm & City Supply	5LB .095 X-Line Neon Green	\$	59.49
Falls City Auto Supply	Air Filter RS3705	\$	146.15
Falls City Auto Supply	Air Filter RS3704	\$	159.50
Falls City Auto Supply	Oil Filter BT223	\$	118.32
Utility Department	Cemetery	\$	199.77
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$	99.20
	Fund 180 - Cemetery Total:	\$	924.66

Fund: 190 - Streets

Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$	283.52
KELLER CONSTRUCTION	cold patch	\$	1,066.50
Bosselman Pump & Pantry Inc	Bossleman Fuel February 2026 - General	\$	1,532.81
Falls City Mercantile	Paper Towel Kitchen Roll	\$	90.00
Farm & City Supply	5lb .095 X-Line Neon Green	\$	59.49
Farm & City Supply	HP Ultra 6.4 oz	\$	36.00
Farm & City Supply	Pntle Muntng Plt Stl 8"L	\$	129.99
Home Lumber Company	U-Mix Concrete 60lb Bag	\$	17.67
ChannelBound, LLC	ACA Prime 1095C Processing-Gen	\$	75.00
Farm & City Supply	10 ft Charger Cord	\$	20.00
Utility Department	Street Dept.	\$	726.09
Utility Department	Dist 56 S S Stop Sign	\$	45.52
Utility Department	Dist 56 Stop Sign	\$	43.95
Utility Department	Street Lights	\$	6,129.85
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$	51.04
	Fund 190 - Streets Total:	\$	10,307.43

Fund: 195 - Mechanic Shop

Jack Horner's Machinery	Wacker Fuel Cap	\$	41.68
Hullman's Ford Lincoln, Inc.	Spark Plug	\$	46.00
Falls City Auto Supply	Long Life	\$	11.99
Falls City Auto Supply	Filter	\$	38.23
Bobcat of Omaha	Rings, Seals, Grommets, Elbows	\$	182.39
Falls City Auto Supply	Honing Stones	\$	6.22
Falls City Auto Supply	Baldwin	\$	24.56
MacQueen Equipment	Bearing Take Up	\$	216.93
Jack Horner's Machinery	Wacker Carb	\$	145.21
Falls City Auto Supply	61646	\$	7.44
Falls City Auto Supply	Battery with Core Exchange	\$	358.74
Farmers Repair & Machine Shop	Pipe	\$	18.38
Farm & City Supply	Screws	\$	7.79
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$	1.04
	Fund 195 - Mechanic Shop Total:	\$	1,106.60

Fund: 205 - Dispatching

ChannelBound, LLC	ACA Prime 1095C Processing-Gen	\$	100.00
J P Cooke Company	Pet License Tags	\$	139.95
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$	713.20
	Fund 205 - Dispatching Total:	\$	953.15

Fund: 600 - Electric

National Business Furniture LLC	Mesh High Back Chair	\$	254.88
El Camino Electric	Shallow unistrut, 2" unistrut clamp	\$	112.40
Municipal Energy Agency of NE	January 2026 WAPA	\$	45,317.00
Municipal Energy Agency of NE	January 2026 Service Schedule	\$	(62,380.71)
Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$	623.98
RESENHOUSE ELECTRIC SUPPLY	4x 120VAC 108DB GEN Purpose HORN	\$	195.44
Wurth/Industry - Northern Safety & Industrial	NSI 36" Cone 4" & 6" Collar	\$	296.90
McMaster-Carr	Gaskets	\$	293.25
ATCO International	Cleaning Supplies	\$	172.54
McMaster-Carr	Supplies/Materials	\$	647.98
Falls City Auto Supply	Hitemp RTV	\$	31.12
Wesco Distribution	Lug Alum Blackburn ADR60-44D (E716)	\$	612.75
Amazon Capital Services	Charger for GPS	\$	33.69
Utility Consultants, Inc	Non DOT Drug Testing - Pre-Employment/Med. Review	\$	66.00
McMaster-Carr	Nut for 3/8" Tube OD for 37 Degree Flared Fitting	\$	29.65
El Camino Electric	DIN rail	\$	12.90
Seiler Instrument & Manufacturing inc	Catalyst on Demand - 10hr pack	\$	702.00
One Call Concepts, Inc	Locates	\$	73.47
Bosselman Pump & Pantry Inc	Bossleman Fuel February 2026 - Utility	\$	1,104.98
McMaster-Carr	Copper Tubing	\$	244.57
FARABEE MECHANICAL	rebuild water pump #3	\$	8,068.90
Farm & City Supply	Supplies/Materials	\$	16.63

Wesco Distribution	CU ground rod 5/8" x 8' (E1206)	\$	198.88
Farm & City Supply	Latch Storage Box 64qt	\$	19.34
Amazon Capital Services	Fluke TL175 Twistguard Test Leads	\$	39.93
Border States	Trip-O-Link, 10 AMP-S&C 77410 (E309)	\$	305.73
Border States	Connector Compression, WR-159*** (E270)	\$	41.39
Border States	Connector Compression, WR-189*** (E268)	\$	21.50
Border States	2" 90 deg SCH 40 PVC elbow (E1253)	\$	40.98
Core & Main LP	IPERL+ 3/4s 100CF 4WHL SM	\$	135.28
Jeo Consulting Group Inc	Professional Services through Mar 6th, 2026	\$	481.25
Amazon Capital Services	Waterfree Urinal cartridge #169975 (X225)	\$	698.50
Amazon Capital Services	The Boxery Mailing Tubes, 2in x 26in -50pk	\$	62.89
Principal Life Insurance Company	Dental Ins	\$	497.78
Principal Life Insurance Company	Vison Ins	\$	83.78
McMaster-Carr	316 Stainless Steel Hex Head Screw	\$	(12.25)
McMaster-Carr	Drum Pump for Water and Chemicals	\$	141.07
Nebraska City Utilities	50% conex for RV4 parts	\$	2,162.75
Nathan Cepuran	Per Diem: 3/4/26 -3/5/26	\$	102.00
Omaha Public Power District (NC2)	Service February 2026	\$	102,471.75
159 Lumber & Rentals	Foam Brushes/Concrete Mix 60lb Bag	\$	24.57
McMaster-Carr	Air-Release Valve of Water and Coolant	\$	232.01
Border States	Tape, Elec-Scotch 130C 1"x30' Linerlessrubber (E2	\$	98.26
Border States	MIL- U9551-RXL-ST9-IL 200A 5T RL HD LVR OU	\$	1,790.91
DOUGLAS WHEELER	Video Inspection Equipment Rental-Power Plant	\$	200.00
Falls City Auto Supply	Diesel EX Fluid	\$	30.08
DREW FOSTER	Per Diem: 3.11.2026 - 3.12.2026	\$	102.00
Farm & City Supply	Supplies/Parts	\$	42.08
Farm & City Supply	Insrt 8T/BT Hldr ST 6"	\$	19.34
ChannelBound, LLC	ACA Prime 1095C Processing - Utility	\$	150.00
Municipal Energy Agency of NE	Service Schedule Feb 2026	\$	34,161.98
Municipal Energy Agency of NE	WAPA Feb 2026	\$	40,699.40
McMaster-Carr	Piping Supplies/Materials	\$	426.38
Farm & City Supply	Supplies/Materials -Oil, Impact Socket 31pc	\$	329.46
Wurth/Industry - Northern Safety & Industrial	indoor/outdoor safety glasses (E1699.3)	\$	31.09
RESCO	CLEVIS - MPS J1300 (E1130)	\$	130.00
Wurth/Industry - Northern Safety & Industrial	gray anti-fog safety glasses (E1699.6)	\$	80.87
Cintas Corporation No 2	Supplies/Uniforms	\$	1,000.25
Border States	Elec Tape-3M 35-White (E235.4)	\$	63.96
Border States	Splice-#107 Reliable Tension (2/0 sol-1/0 7str) (E	\$	492.14
Wesco Distribution	Burndy Fastap UCT26RSHN (8 sol-2/0 strd) (E780)	\$	194.58
Wesco Distribution	Burndy Fastap UCT32RSHN (6-2/0) (E782)	\$	218.23
DOUGLAS WHEELER	Video Inspection Equipment Rental-Power Plant	\$	200.00
Wesco Distribution	secondary spool Hendrix HPI-53-2 (E1168)	\$	24.03
Wesco Distribution	Splice #41 Reliable Tension (E702)	\$	147.81
AMERITAS BILLING	457 Pre Tax Percentage	\$	94.38
CWA Dues	CWA Union Dues	\$	300.90
Principal Life Insurance Company	Dental Ins	\$	428.72
Medica Insurance	Group Health	\$	16,739.27
American National Bank	HSA	\$	3,242.80
IBEW Local Union #1536	IBEW Union Dues	\$	374.51
Dearborn Life Insurance Company	Life Insurance	\$	266.91
Principal Life Insurance Company	Vison Ins	\$	83.78
Ameritas	Pension 457 Pre-Tax	\$	1,918.26
Ameritas	Retirement 501a	\$	10,770.14
Department of the Treasury	Medicare Tax	\$	2,737.40
Department of the Treasury	Social Security Tax	\$	11,704.58
Nebraska Department of Revenue	State W/H Tax	\$	3,388.11
Department of the Treasury	Federal W/H	\$	8,987.24
FCHS SOPHOMORE CLASS	Trash Bags (School) (X220)	\$	600.00
Lee Engineering Supply Co INC	per diem	\$	313.72
Lee Engineering Supply Co INC	car rental	\$	399.91
Lee Engineering Supply Co INC	travel hours	\$	1,320.00
Lee Engineering Supply Co INC	estimated air fare	\$	1,162.80
Lee Engineering Supply Co INC	Sperre compressor service	\$	2,100.00
Wesco Distribution	SMU-20 fuse part #712080	\$	451.50
Wesco Distribution	2" PVC LL (E11)	\$	154.48
Wesco Distribution	2" PVC LR (E12)	\$	157.70
Husker Electric Supply	20A Bolt-on Breaker GE - THQB 1120 (E200)	\$	35.48
Husker Electric Supply	CU ground rod 5/8" x 8' (E1206)	\$	480.79
Husker Electric Supply	Hub 2" (E49)	\$	88.69
Husker Electric Supply	Elec Tape-3M 35-Red (E235.2)	\$	79.44
Husker Electric Supply	Elec Tape-3M 35-Blue (E235.1)	\$	79.44
Border States	8' braceless PUPI EZE MT TB220009603X2 crossarm (E	\$	165.43
Border States	5/8" x 12" oval eye bolt 9412 (E1090)	\$	199.41
General Fund	Transfer of Funds: Return from Utility to General	\$	100,000.00

Trevor Campbell	Meals - NMPP Annual Conf.: 3.17.26 - 3.19.26	\$	170.00
Trevor Campbell	Mileage - NMPP Annual Conf.: 3.17.26 - 3.19.26	\$	150.80
Utility Department	Inventory Bldg.-61	\$	635.90
Utility Department	Power Plant-62	\$	4,524.29
Utility Department	Plant Water/Hi-Low-62	\$	328.64
Utility Department	Station Power -62	\$	8,894.26
Utility Department	Power Plant Water Dept. -62	\$	2,999.70
Utility Department	Power Plant Unit #9-62	\$	3,631.63
Wesco Distribution	Tape-3M Super 88 2" Wide Black (E240)	\$	321.96
Wesco Distribution	#6 SD CU wire tie 25#/315' (E1303)	\$	210.97
Border States	GFI Duplex Recpt. 20 AMP 125V-P&S 2097-I (E297)	\$	14.92
Lenard Heating & Cooling	labor	\$	450.00
Lenard Heating & Cooling	sewer machine charge	\$	268.74
Lenard Heating & Cooling	camera charges	\$	145.13
Lenard Heating & Cooling	2 wax rings	\$	20.43
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$	638.16
	Fund 600 - Electric Total:	\$	377,143.62

Fund: 610 - Water

National Business Furniture LLC	Mesh High Back Chair	\$	33.98
Concrete Industries, Inc	Concrete: W 26th St. & Towle St.	\$	734.69
Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$	150.79
Concrete Industries, Inc	Concrete: W 22nd & Schoenheit	\$	1,088.75
Farm & City Supply	Supplies/Materials	\$	278.37
Lincoln Winwater Works Co	6" x 1" CC repair saddle Ford FRS202-760XCC4 (W158)	\$	105.35
Hach Chemical Co	Chemicals	\$	43.62
Rieschick Drilling Co. Inc.	1" - 250# Poly Pipe	\$	319.03
John Neville	Work for Demo at 710 W 21st	\$	700.00
Brad Griffin Consulting	Mini comp, Acer 24" monitor, keyboard, power strip	\$	808.97
Utility Consultants, Inc	Non DOT Drug Testing - Pre-Employment/Med. Review	\$	8.80
Jack Horner's Machinery	16" diamon blade	\$	320.00
Jack Horner's Machinery	16" abrasive	\$	80.00
Jack Horner's Machinery	Husqvarna K970-16 cut off saw	\$	1,850.00
One Call Concepts, Inc	Locates	\$	63.79
Bosselman Pump & Pantry Inc	Bossleman Fuel February 2026 - Utility	\$	245.25
Midwest Laboratories, Inc	Lab Samples	\$	45.41
Miller & Associates	Preston Bridge Water Main Relocation-Add: Services	\$	687.50
Core & Main LP	4" cut-in valve (W1621)	\$	3,440.00
UTILITY EQUIPMENT CO.	Hex Shear Key 5pk for Valve Exerciser	\$	169.35
Farm & City Supply	Combo Wrench	\$	16.13
Bavco Backflow Apparatus & Valve	Watts 957 2.5-4" RBRR RPR KIT	\$	454.50
McMaster-Carr	Safety Supplies	\$	106.32
Edwards Chemicals	Chemicals	\$	1,058.30
Farm & City Supply	Screws	\$	11.09
LINDE GAS & EQUIPMENT INC	fuel charge	\$	48.68
LINDE GAS & EQUIPMENT INC	Delivery CHarge	\$	113.94
LINDE GAS & EQUIPMENT INC	CO2 (pounds)	\$	4,273.85
LINDE GAS & EQUIPMENT INC	Bulk Haz Mat Charge	\$	32.65
ChannelBound, LLC	ACA Prime 1095C Processing - Utility	\$	50.00
Nebraska Public Health Environmental Lab	Lab Samples	\$	228.00
Core & Main LP	3/4" water meter IPERL 10 CF (W977)	\$	1,776.33
Farm & City Supply	Supplies/Parts	\$	90.26
Concrete Industries, Inc	Concrete - W 22nd St. & Towle St.	\$	617.88
Farm & City Supply	Batteries Alkline 9v 4pk	\$	21.49
Farm & City Supply	Screws/Bolts	\$	18.70
McMaster-Carr	Storage Supplies	\$	93.26
Core & Main LP	6" cut-in valve (W1623)	\$	2,382.20
LINDE GAS & EQUIPMENT INC	CO2 Tank Rental	\$	1,477.00
LINDE GAS & EQUIPMENT INC	CO2 Tank Telemetry	\$	105.50
LINDE GAS & EQUIPMENT INC	Safety and Environmental Fee	\$	34.76
NEBRASKA RURAL WATER ASSOCIATI	Backflow School	\$	750.00
Utility Department	Rulo Water Plant North Well	\$	605.71
Utility Department	Rulo Water-Collector Well	\$	9,377.82
Utility Department	Water Tower	\$	217.85
Travis Waggoner	Travel Expense: Meals 4/12 - 4/17	\$	374.00
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$	363.70
	Fund 610 - Water Total:	\$	35,873.57

Fund: 620 - Gas

National Business Furniture LLC	Mesh High Back Chair	\$	101.95
Total Systems and Controls	NJEX 6000B pump seal kit	\$	723.00
Groebner	T-Tape Gray PE 2" x 25'	\$	314.93
Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$	31.13
Dutton-Lainson Co	Elbow 1" 90 deg Bik (G4013)	\$	70.95
Farm & City Supply	Cap 2" Slip Sch 40	\$	4.29
Utility Consultants, Inc	Non DOT Drug Testing - Pre-Employment/Med. Review	\$	26.40

Wolfes Printing	Gas Service Regulator Record Pads	\$	21.50
One Call Concepts, Inc	Locates	\$	62.58
Bosselman Pump & Pantry Inc	Bosselman Fuel February 2026 - Utility	\$	464.90
Farm & City Supply	5 piece M-Style Coupler Kit	\$	15.04
Farmers Repair & Machine Shop	Jackson Helmet Lens	\$	63.43
PEFA, INC	February 2026 PEFA Commodity	\$	75,171.10
Dutton-Lainson Co	Elbow 1" 90 deg Blk (G4013)	\$	101.05
Farmers Repair & Machine Shop	Supplies/Materials	\$	99.12
Farm & City Supply	Sealant Pipe Thrd #5 8oz	\$	49.98
Farm & City Supply	RSTP IE OB GLS MD GR Y 1G	\$	49.99
Falls City Auto Supply	Battery	\$	174.40
ChannelBound, LLC	ACA Prime 1095C Processing - Utility	\$	375.00
ENERGY WORLDNET INC	operator qualification	\$	1,276.50
ENERGY WORLDNET INC	inactive user archiving	\$	45.00
ENERGY WORLDNET INC	EWN platform	\$	1,248.00
Wurth/Industry - Northern Safety & Industrial	6" knot wire brush 5/8-11 (G4590)	\$	170.59
Dutton-Lainson Co	Elbow 1 1/4" X 1" Blk 90 deg RED (G4017)	\$	41.39
Border States	Nipple 1" x 4" Blk (G4033)	\$	74.17
Border States	2" reinforcing sleeve 2.375 Dresser Style 220S (G	\$	186.72
Utility Department	Gas W 14th St	\$	69.15
Utility Department	Gas W 21st	\$	73.43
Utility Department	Gas Dept Office	\$	498.09
Utility Department	Gas S Fulton St	\$	123.07
Utility Department	Gas N Mclean St	\$	71.95
Utility Department	Gas Pipe Bldg	\$	100.40
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$	52.08
	Fund 620 - Gas Total:	\$	81,951.28
Fund: 630 - Wastewater			
National Business Furniture LLC	Mesh High Back Chair	\$	33.98
Falls City Mercantile	Merit Toilet Tissue	\$	79.36
Advanced Fire & Safety Inc	FIRE EXTINGUISHER INSPECTION	\$	59.38
USA Bluebook	Green Marking Flags	\$	120.18
Farm & City Supply	Supplies/Materials	\$	78.83
Husker Electric Supply	Liftmaster 02103 open/close/stop push button	\$	83.85
Utility Consultants, Inc	Non DOT Drug Testing - Pre-Employment/Med. Review	\$	8.80
Husker Electric Supply	LittelFuse 6/10 of an AMP 600V Class CC Midget Fus	\$	317.13
One Call Concepts, Inc	Locates	\$	(6.78)
Bosselman Pump & Pantry Inc	Bosselman Fuel February 2026 - Utility	\$	167.07
Midwest Laboratories, Inc	Lab Samples	\$	145.32
Brown County Transfer	Sludge Ticket	\$	450.00
Husker Electric Supply	Bussmann 1AMP 250V Time Delay Midget Fuse	\$	80.63
Farm & City Supply	Bulb Appliance Frost 25W	\$	3.59
Farm & City Supply	Term Spd 16-14G 4-6Sd 10pk	\$	3.99
UTILITY EQUIPMENT CO.	Supplies/Materials	\$	617.21
Farm & City Supply	Heatgun Dual Temp Ace	\$	32.99
Electric Pump Inc.	Sheath, 2.309 x 47 Lg .Biofuser 2000	\$	1,182.00
USA Bluebook	Pipet Tips for TenSette Pipet	\$	298.49
USA Bluebook	Seymor Inverted Paint-Fluor. Green	\$	95.05
ChannelBound, LLC	ACA Prime 1095C Processing - Utility	\$	50.00
Farm & City Supply	4-1/2x60 Grit Flap Disc Blue Z	\$	18.98
Farm & City Supply	Cement PVC Heavy 16oz	\$	19.99
Utility Department	Waste Water Treatment Plant	\$	12,924.18
Utility Department	Lift Station	\$	75.44
Southeast Nebraska Communications, Inc.	SNC Internet/Telephone Service	\$	104.08
	Fund 630 - Wastewater Total:	\$	17,043.74
Fund: 998 - Utilities - Pooled Cash			
Payroll - Utility Fund	Payroll 3.20.2026	\$	66,689.79
	Fund 998 - Utilities - Pooled Cash Total:	\$	66,689.79
Fund: 999 - General Government - Pooled Cash			
Payroll - General Fund	Payroll 3.20.2026	\$	71,864.02
	Fund 999 - General Government - Pooled Cash Total:	\$	71,864.02
	Grand Total:	\$	765,781.30



Chicken Hen Permit Application

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

Applicant Information

Name: Lisa Patnode

Mailing Address: 2203 CROOK ST.

Phone Number: 402-245-7383

Property Information

Legal Description of Property: 5 X 12' Run and coop, enclosed

Number of Hens (Maximum 10): 10

Enclosure/Coop Plan

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

Back yard. Since 2022!

Waste Disposal Plan

Describe how manure and waste will be disposed of sanitarly:

~~compost~~ compost or trash.

Compliance Statement

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

Signature of Applicant: Lisa Patnode Date: 3-10-26

Application Fee: \$20 (non-refundable)

For Office Use Only

Date Received: 3/17/2026

Fee Collected: \$20 Receipt #: R00050167

Council Hearing Date: April 6, 2026

Council Action: Approved Denied

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

Permit #: _____ Expiration: _____

Chicken Hen Permit Application

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

Applicant Information

Name: Heather Stang

Mailing Address: 2201 Highland Ave

Phone Number: (785) 741-5459

Property Information

Legal Description of Property: Gilligans Blk 2 lots 11 & 12

Number of Hens (Maximum 10): 10

Enclosure/Coop Plan

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

10x13 enclosed Pen

Waste Disposal Plan

Describe how manure and waste will be disposed of sanitarly:

Compost for garden

Compliance Statement

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

Signature of Applicant: Heather Stang Date: 3/5/26

Application Fee: \$20 (non-refundable)

For Office Use Only

Date Received: 3/5/26

Fee Collected: \$20 Receipt #: R00049044

Council Hearing Date: 4/6/26

Council Action: Approved Denied

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

Permit #: _____ Expiration: _____

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

150612

Frederick Spirits LLC

License #

Licensee Name/Non-Profit Organization

Event location name: Nebraska Bank

Event address/location: 3003 Bill Schock Blvd., Falls City, NE 68355

Event date(s): 4/29/26

Event start time(s): 4:00 pm

Event end time(s): 9:00 pm

Indoor area to be licensed in length & width: 50' X 60'

Outdoor area to be licensed in length & width: 39' X 90' (Must submit a diagram)

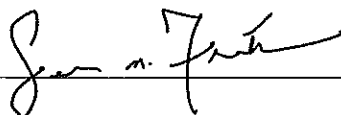
Alternate dates/times: N/A

Alternate location name/location: N/A

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Sean Frederick Event contact phone number: 402-245-4737

Event contact Email: frederickspirits@gmail.com

*Signature Authorized Representative: 

Local Governing Body completes below:

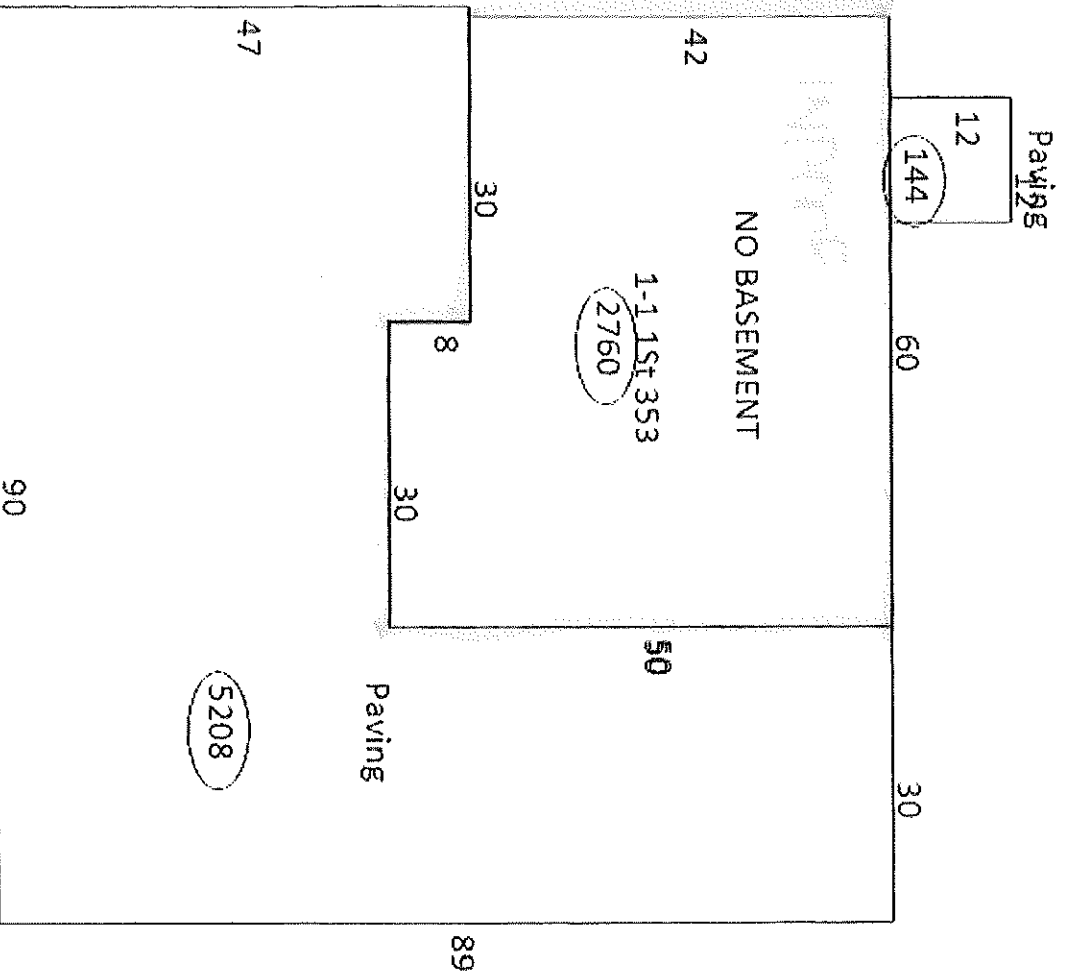
The local governing body for the City of _____ OR

County of _____ approves the issuance of a Special Designated License as requested above.

Local Governing Body Authorized Signature

Date

Nebraska Bank - 3003 Schock Blvd., Falls City, NE 68355



* A 4'H snow fence with metal posts will be temporarily installed along the entire perimeter of the outdoor area.

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: 3/30/2026 Phone No: 402-801-2899

Name: ROBERT J. CROFFORD Email: ROBERTCROFFORD035@GMAIL.COM

Address: 1624 FULTON ST. APT. FALLS CITY NE 68355

Description of Topic & Desired Resolution:

THE PROPERTY NEXT TO MINE OWNED BY MARK GALASKA
IS A JUNGLE AND A JUNK YARD HE HAS BEEN VIOLATING
MORE THAN ONE ORDINANCE FOR 15 YEARS. I WANT
THE CITY TO DO THEIR JOB + ENFORCE THESE
ORDINANCES, PRIOR ATTEMPT FROM OTHERS IN MY
NEIGHBORHOOD ~~SEEM~~ SEEM TO HAVE FALLEN ON DEAF
EARS.

Signature of Requester:

For City Use only

Received by: _____	Date: _____
Action Taken: _____	



Dear City Council,

For America's 250th Anniversary, the Falls City Chamber & Main Street is planning a parade on July 4th at 11am. We are requesting the closure of Chase Street from 20th Street to 14th Street for the duration of the parade, approximately 11am to 12pm noon. We request a police officer and patrol car be placed at the corners of 20th & Chase Street and 14th & Chase Street for visible traffic control and control of parade entries & exits. Line up for the parade will be around Pioneer Park like the Cobblestone parade.

We are also requesting use of the city lot north of the library from 8am to 3pm for an expanded farmer's market and vendor fair coordinated by Friends of the Library.

The Falls City Chamber & Main Street will provide event insurance coverage.

We appreciate your consideration.

Amber Holle
Executive Director

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: March 31, 2026 Phone No: 402-245-7466

Name: Falls City Volunteer Ambulance Squad Email: _____

Address: 1820 Barada

Description of Topic & Desired Resolution:

Request to block off Business Parkway Road just south of Hwy 159 for Extrication Training from 9A - 1pm on June 27, 2026 Training put on by Emergency Health Department - State of Nebraska

Signature of Requester: Marcia Harmon - Training Director

For City Use only:

Received by: _____

Date: _____

Action Taken: _____

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: March 23, 2026 Phone No: 402-801-0425

Name: Falls City Vol.Fire Dept. Email: fefd@sentco.net

Address: 1820 Towle St. Physical Location

Description of Topic & Desired Resolution:

The Falls City Volunteer Fire Department request the following
to amend their By-Laws and attach the following articles
XVIII, XX, and XXI. This comes before the City Council as
stated in their Constitution Article VI "subject to ratification
of the amendment by the City Council of the City of Falls City,
Nebraska." This has been approved by the City Attorney's Office
and voted and passed by the F.C.Volunteer Fire Department

Signature of Requester: Jon M. McQueen

For City Use only
Received by: _____ Date: _____

Action Taken: _____

Article XVIII Social Media Use

Members of the Falls City Volunteer Fire Department at no time shall make any comments on Social Media sites or other online platforms including use of its logos or patches, without the written permission from the President of this organization. This includes all Fire Departments within the Richardson County Mutual Aid Association of which the Department is a member. The Department understand members wanting to engage with conversation on local feeds and members have the freedom of speech to do so, however, members cannot make comments as to the performance of the Fire Chiefs, or any other fireman, as to the cause of the fire, persons involved, or the value of its loss. This shall include all incidents that the Falls City Fire Department is paged out or called upon to assist with. The purpose of this article is to prevent the needless injury to the reputation of individual(s) who did not request such actions. The Falls City Fire Chief appoints annually a Public Information Officer who shall perform these duties to the best of his ability. That person receives information at the incident, and is in direct contact with all those involved. Per his duties, he shall notify the local media as to what information will be released to them, with what he feels is true and accurate at that time. Should a member feel the need to share any information they shall go through the chain of command listed in Article II Section 1 of the Department's Constitution. Social Media can be a valuable tool if used properly, but if used wrong or comments made by a member that is in violation of the policy shall be considered in Neglect of Duty as stated in Article XII of our By-Laws.

Article XX Language Use

Members of the Falls City Volunteer Fire Department belong to a strong Brotherhood, organized to protect the public. When members are out in the public, they represent this organization, whether they are responding to an incident or on their own time at any business such as a sports bar, private club, or school function. Members shall not wear any Falls City Volunteer Fire Department apparel or Falls City Fire Department apparel, that displays our logo or patches, while in any sports bar or private club while drinking and shall refrain from using foul language. The Falls City Volunteer Fire Department along with the Falls City Fire Department apparel may be worn out in the public if members follow these guidelines, as they represent the Fire Departments. This Article shall extend to include all incidents that the Department is paged out or called upon to assist with, including fires, volunteer functions, meetings, and trainings. In this digital age, every action members perform may be recorded and shared with others. Members shall not participate in excess profanity or obscenities that would not be acceptable in any workplace. If a member performs these actions, they shall be considered in Neglect of Duty as stated in Article XII of our By-Laws

Article XXI Tobacco Use

Members of The Falls City Volunteer Fire Department shall refrain from any Tobacco use including cigarettes, cigars, chewing tobacco, and vaping while at all incidents the Department is paged out to, or called upon to assist with. The use of these items, especially at a structure fire can cause interference with the ongoing investigation including its cause of origin, by a Nebraska State Fire Marshal. Should a member engage in this activity they shall be encouraged to leave that immediate area. The City of Falls City has a No Smoking policy that prohibits smoking on any City property for its employees and the Falls City Volunteer Fire Department members are considered employees as we are covered by insurance, once that page goes out. This Article is as an extinction to that policy. If a member performs these actions, then they shall be considered in Neglect of Duty as stated in Article XII of our By-Laws.

OFFICE OF
COUNTY COMMISSIONERS
COUNTY OF RICHARDSON
STATE OF NEBRASKA
FALLS CITY, NE 68355

March 18, 2026

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

RE: benches on sidewalk west side of Courthouse

To whom it may concern:

Enclosed with this letter is a check for invoice #00591 for the replacement of the bench located on the sidewalk on the NW side of the Courthouse square.

This letter will also serve as notice that Richardson County requests to have the 2 benches located on the sidewalk on the west side of the Courthouse removed permanently. Both benches have now proved to be a hindrance with maintenance, especially with snow removal. Due to the amount of sidewalk area that the County maintains around the Courthouse, the use of motorized equipment is necessary to clear the snow and ice.

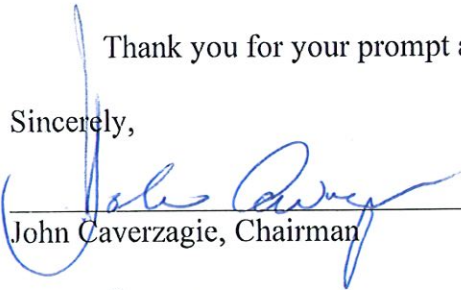
Furthermore, the retaining wall around the Courthouse Square also serves as a seating area when public events are held in the downtown area. The benches also face the east side, which look at the Courthouse and not to the street area where the majority of events are held.

We feel these benches would be much more beneficial to a different area of the downtown area, perhaps to the City's newly acquired park area in the 1500 Block of Stone Street.

Therefore, please make arrangements to have these benches removed at your earliest convenience and **no later than May 1, 2026.**

Thank you for your prompt attention to this matter.

Sincerely,



John Caverzagie, Chairman

Absent

Rick Karas



Bob Campbell

Rick Karas
63629 704 Rd
Dawson, NE 68337
Ph. (402) 239-8228
Email: r.karas@richardsoncountyne.gov

John J. Caverzagie
1420 McLean Street
Falls City, NE 68355
Ph (402) 245-3080 Cell (402) 419-9071
Email: j.caverzagie@richardsoncountyne.gov

Bob Campbell
66308 703 Lane
Rulo, NE 68431
Cell (402) 801-2919
Email: b.campbell@richardsoncountyne.gov

ARBOR DAY PROCLAMATION

- WHEREAS, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and
- WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS, trees wherever they are planted are a source of joy and spiritual renewal, and
- WHEREAS, Falls City has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices

NOW, THEREFORE, I MARK HARKENDORFF, MAYOR OF THE CITY OF FALLS CITY, DO HEREBY PROCLAIM APRIL 24, 2026 AS ARBOR DAY IN THE CITY OF FALLS CITY, AND URGE ALL CITIZENS TO CELEBRATE ARBOR DAY AND TO SUPPORT EFFORTS TO PROTECT OUR TREES AND WOODLANDS, AND

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 6th DAY OF April, 2026.

MAYOR _____

Mark Harkendorff



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

March 27, 2026

City of Falls City
Attn: Trevor Campbell
2307 Barada Street
Falls City, NE 68355

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Jacket Water and Raw Water P&ID Development (the "Project")
Falls City, Nebraska

Dear Trevor:

It is our understanding that The City of Falls City ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, any exhibits attached hereto and Olsson's General Provisions (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the "Scope of Services" as described in the Scope of Services document attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: April 6th, 2026

Anticipated Duration: 6-8 weeks from notice to proceed and receipt of PO

Phase	Duration
Project Initiation and Kick-off	1 week
Field Walkdowns	1 week
Rev A Development	2 weeks
Client Review	1 week
Rev B Development	1 week
Client Review	1 week
Final Record Documents	1 week

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.25, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson’s Scope of Services will be provided on a time-and-expense basis not to exceed:

- Twenty-Eight Thousand Dollars (\$28,000).

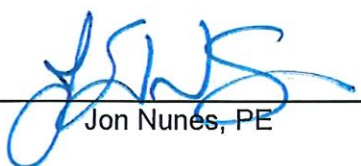
TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client’s designated Project Representative shall be Trevor Campbell.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: jnunes@olsson.com. This proposal will be open for acceptance for a period of thirty days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By  _____
Jon Nunes, PE

By  _____
Dillon Gushard, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Falls City

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

1. Scope of Services
2. Standard Labor Rate Schedule
3. Reimbursable Expense Schedule
4. General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated March 27, 2026 between the City of Falls City ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Falls City, Nebraska

Project Description: Jacket Water and Raw Water P&ID Development

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

A. Project Description and Understanding

The Client is requesting engineering services associated with the development of as-found Process and Instrumentation Diagrams (P&IDs) for the existing Raw Water and Jacket Water systems serving the RICE generator plant. This scope represents a first-pass documentation effort intended to establish system architecture, major equipment, piping configuration, and functional instrumentation concepts. Detailed instrument tagging, loop definition, and control logic are explicitly excluded from this phase and may be addressed under a future scope of services.

B. Applicable Standards

1. Process Industry Practices (PIP) standards for P&ID layout, piping, valves, and equipment.
2. Instrumentation represented at a functional level only; detailed ISA 5.1 tagging deferred to a future phase.

C. Scope of Services

1. Task 101 – Project Management

- Project management, coordination, and oversight of scope, schedule, and budget.
- One project kickoff meeting (on-site, coordinated with initial site walkdown).
- Collection and review of all available existing documentation and drawings.
- Two progress review meetings. One hour each to be conducted at the completion of the Rev A and Rev B P&ID review submittals.

2. Task 102 – Field Walkdowns

Engineering staff will conduct on-site field walkdowns of the Raw Water and Jacket Water systems to document physical arrangement and system configuration.

- Verify piping routing, sizes, materials, insulation, and flow direction.
- Identify and document valves, drains, vents, strainers, and specialty components.
- Record major equipment nameplate data where accessible.
- Identify functional instrumentation and control elements without detailed tagging.
- Capture field sketches and photographs for drafting reference.

3. Task 103 – P&ID Development (Rev A)

Using field walkdown information, first-pass P&IDs will be developed in accordance with PIP standards.

- Establish overall system configuration and connectivity.
- Show major equipment, piping, valves, and components.
- Include pipe sizes, services, and material classes.
- Identify functional measurement and control points at a conceptual level only.

4. Task 104 – P&ID Development (Rev B)

Rev A comments will be incorporated to produce an updated Rev B P&ID set.

- Populate agreed-upon line numbers, valve numbers, and equipment tags.
- Update associated line lists, valve lists, and equipment lists.
- Instrumentation continues to be documented only at a functional level.

5. Task 105 – Record Drawings (IFR)

Final record drawings will be issued following incorporation of Rev B comments.

- Final P&IDs issued in PDF and native CAD format.
- Final line lists, valve lists, and equipment lists provided in Excel format.

D. Instrumentation Scope Clarification (Phase 1)

Documentation of existing instrumentation included in this phase is limited to general identification of what is measured or controlled and where it occurs within the system.

1. Included items:

- Pressure, temperature, level, and flow indication points.
- Control valves identified by function only.

2. Excluded Items:

- Instrument tag numbers and loop numbers.
- Control logic, PLC/DCS architecture, alarms, and setpoints.

E. Deliverables

Description	Rev A	Rev B	IFR
P&IDs (PDF Format)	X	X	X
P&IDs (DWG Format)	-	-	X
Line List (Excel Format)	-	X	X
Valve List (Excel Format)	-	X	X
Equipment List (Excel Format)	-	X	X
Field walkdown documentation (PDF Format)	-	X	X

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.



2026 Olsson Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$156.00 - \$486.00
Project Manager	\$136.00 - \$294.00
Project Professional	\$101.00 - \$258.00
Assistant Professional	\$76.00 - \$187.00
Designer	\$109.00 - \$238.00
CAD Operator	\$66.00 - \$232.00
Survey	\$61.00 - \$230.00 *
Construction Services	\$56.00 - \$305.00 *
Administrative/Clerical	\$51.00 - \$266.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.725/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Automobile (Olsson EV)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost**
Meals	Actual Cost**
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**Rates consistent with the U.S. General Services Administration (GSA) Per Diem for Reimbursable Lodging, Meals and Incidental Costs (Subject to Change).

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated March 27, 2026 between City of Falls City ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic

observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the

quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion

and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and

Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability

or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If

the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by

law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.