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

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

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

ROUTINE BUSINESS

1. Discussion & Action – Agenda Approval
 2. Discussion & Action – Minutes Approval for April 20, 2026
 3. Discussion & Action – Claims Approval for May 5, 2026
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OLD BUSINESS

1. Discussion & Action – Accept bids for municipal waste management and approve the bid most advantageous to the city
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REGULAR BUSINESS

1. Public Hearing – To obtain public comment prior to consideration of the Fairview Replat Lots 1, 2, and 3 of Tracts 1, 2, 3, 3A and 3B Metes and Bounds
2. Discussion & Action – Fairview Replat of Lots 1, 2, and 3 of Tracts 1, 2, 3, 3A and 3B Metes and Bounds
3. Discussion & Action – Request for a Special Designated Liquor License for November 21, 2026 at Prichard Auditorium | Kristin Maddux
4. Discussion & Action – Appointment of Committee members as recommended by Mayor Harkendorff
5. Discussion & Action – Confidentiality Agreement between the City and Tenaska | Lucas Froeschl – Falls City EDGE
6. Discussion & Action – Accept bids for Hay Ground Leases and approve the bid most advantageous to the city

7. Discussion & Action – Grind Hog pump for wastewater plant
8. Discussion & Action – Request for leave of absence | Courtney Bybee
9. Discussion and Action – Accept and authorize Mayor Harkendorff to sign 2026 Civic and Community Center Financing Fund Assistance Award Contract NO. 26-03-086

ADJOURNMENT

Gary Jorn, City Clerk



April 29, 2026

Honorable Mayor, Member of the City Council, and other Taxing Agencies:

The attached Annual Report will highlight Tax Increment Financing projects within the city limits of Falls City, as of the date of this letter. The city's total area for blighted and substandard is currently 3.6%. No projects matured or were paid in full. All bond payments are current for all redevelopment projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Jorn", is written over a faint, light blue grid background.

Gary Jorn
City Administrator
City of Falls City

City of Falls City
 18-2117.01
 Annual Reporting Requirements
 Tax Increment Financing for 2025
 Blight & Substandard Percentage

3.6%

Number	Project Name	Development Year	Maturity Date	Zone	Project Type	TIF Loan	Est. Total Cost	Initial Valuation	Redevelopment Valuation	2025 Assessed Value	Property Address
1	Paid in 2024	2009	12/31/2024	C-3	Motel						
2	Wilderness Falls	2011	12/31/2026	R-3	Housing	70,000.00	2,091,660.00	6,580.00	205,810.00	301,582.00	302/316 W 31st street
3	Consolidated Grain and Barge	2012	12/31/2027	I-2	Grain Elevator	3,710,000.00	16,500,000.00	403,721.00	17,477,025.00	5,312,403.00	303 HWY 73
4	Armbruster Motors	2017	12/1/2033	C-1	Auto Sales/Service	92,584.27	900,000.00	70,880.00	694,586.00	780,113.00	307 W 17th Street
5	North Commercial Corridor -Phase One	2020	5/18/2036	C-3	Commercial	100,000.00	100,000.00	10,080.00	484,506.00	663,272.00	2623 Harlan Street
6	Falls City Mercantile	2021	12/15/2036	R-2	Commercial	110,000.00	980,200.00	73,185.00	570,876.00	579,765.00	223 W 8th Street
7	Falls City Foods	2021	12/15/2036	I-1	Industrial	81,500.00	1,500,000.00	675,216.00	1,046,216.00	1,601,191.00	404 Pacific Street
8	Wilderness Falls III	2023	12/15/2040	C-3	Street	55,000.00	650,688.00	125,641.00	3,450,000.00	1,655,965.00	401-507 W 31st Sreet 3012-3022 Abbott Str
9	North Commercial Corridor - Phase Two	2024	7/21/1905	C-3	Agriculture	182,728.00	2,769,700.00	326,050.00	1,175,594.00	1,223,432.00	110 W 35th Street
Totals						<u>4,401,812.27</u>	<u>25,492,248.00</u>	<u>1,691,353.00</u>	<u>25,104,613.00</u>	<u>12,117,723.00</u>	

April 20, 2026

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 20th day of April 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, Fouraker, K. Killingsworth, Ferguson, Leyden, Ruiz. Absent: Kaster, F. Killingsworth. 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 was presented. No formal action was required.

AGENDA APPROVAL FOR APRIL 20, 2026

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

MINUTES APPROVAL FOR APRIL 6, 2026

A motion was made by Council person Ruiz 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, Fouraker, Ferguson, Leyden, K. Killingsworth, Ruiz. "NAY" None. "Absent" Kaster, F. Killingsworth. Motion carried.

CLAIMS APPROVAL FOR APRIL 21, 2026

A motion was made by Council person Leyden 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, Fouraker, Ferguson, Leyden, K. Killingsworth, Ruiz. "NAY" None. "Absent" Kaster, F. Killingsworth. Motion carried.

TREASURER'S REPORT APPROVAL FOR MARCH 2026

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

FALLS CITY EDGE QUARTERLY REPORT | FALLS CITY EDGE – LUCAS FROESCHL

Lucas Froeschl presented the Falls City EDGE Quarterly Report for the first quarter of 2026. No motion was made.

DUAL REPRESENTATION POWER PLANT STRUCTURE DISCOVERY CONTRACT | FALLS CITY EDGE – LUCAS FROESCHL

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

CONTROLLED BURN TRAINING AT 824 MCLEAN – FALLS CITY VOLUNTEER FIRE DEPARTMENT

Lucas Froesch, Director of Falls City EDGE, and Fireman Jon McQueen spoke on the matter. A motion was made by Council person Leyden and seconded by Council person K. Killingsworth to approve the request with the requirement that the Land Bank procure liability insurance. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Fouraker, Ferguson, Leyden, K. Killingsworth, Ruiz. "NAY" None. "Absent" Kaster, F. Killingsworth. Motion carried.

PUBLIC HEARING- CONSIDER APPROVING A CHICKEN PERMIT APPLICATION FOR 1601 MCLEAN STREET | TAMMIE BECKNER

Mayor Harkendorff declared a public hearing open at 6:30 P.M. for the purpose of hearing public comment relating to the approval of a Chicken Permit Application for 1601 McLean Street. Mayor Harkendorff asked if there was anyone in the audience who wished to comment. There was no public comment. Mayor Harkendorff then declared the public hearing closed at 6:31 P.M.

CHICKEN PERMIT APPLICATION FOR 1601 MCLEAN STREET | TAMMIE BECKNER

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

APPOINTMENT OF JEFF PALIK, CLASS A SUPERINTENDENT LICENSE S-1269 & ENGINEERING LICENSE E-13167, AS THE CITY STREET SUPERINTENDENT FOR THE REMAINDER OF CALENDAR YEAR 2026 BY MUNICIPAL CONTRACT AS RECOMMENDED BY THE BOARD OF PUBLIC WORKS

A recommendation of appointment was submitted by the Board of Public Works. A motion was made by Council person K. Killingsworth and seconded by Council person Ferguson to appoint Jeff Palik, Class A Superintendent License S-1269 and Engineering License E-13167, as the City Street Superintendent for the remainder of Calendar Year 2026 by municipal contract. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Fouraker, Ferguson, Leyden, K. Killingsworth, Ruiz. "NAY" None. "Absent" Kaster, F. Killingsworth. Motion carried.

ACCEPT BIDS FOR MUNICIPAL WASTE MANAGEMENT AND APPROVE THE BID MOST ADVANTAGEOUS TO THE CITY

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

REQUEST TO CHANGE CAPITAL ASSETS WITH AN INITIAL INDIVIDUAL COST OF \$1,500 TO \$5,000 OR MORE WITH AN ESTIMATED USEFUL LIFE OF MORE THAN ONE YEAR

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

REQUEST TO ORDER NEW ALTEC TA60 BUCKET TRUCK PER ALTEC'S SOURCEWELL CONTRACT PRICE AND TO INCLUDE THIS PURCHASE IN THE 2027 FISCAL BUDGET AS RECOMMENDED BY THE BOARD OF PUBLIC WORKS | TREVOR CAMPBELL

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

REQUEST TO APPROVE AND SIGN THE ON-CALL SERVICES AGREEMENT WITH MILLER & ASSOCIATES AS RECOMMENDED BY THE BOARD OF PUBLIC WORKS | TREVOR CAMPBELL

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

REQUEST FOR LEAVE OF ABSENCE | VERNON COY

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

REQUEST TO CARRY OVER UNUSED VACATION LEAVE TIME | MEGAN STAMPER

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

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:50 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 April 20, 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 - 5.05.2026

By Fund

Payment Dates

4/22/2026 - 5/5/2026

Vendor Name	Description (Item)	Amount
Fund: 100 - General		
American National Bank	HSA	\$ 1,620.08
Miller Monroe	Position Schedule Bond	\$ 91.75
Principal Life Insurance Company	Dental Ins	\$ 1,169.30
Principal Life Insurance Company	Vison Ins	\$ 207.34
TASC	1Q 2026 Matrix Qrtly Trustee Fee	\$ 62.50
Merz Ink	Office Apparel	\$ 411.86
Pro Serv	Contract Lease Charge: Sav/IM C3000 & C4500	\$ 273.50
Meyer Home Center	Filters	\$ 172.26
Utility Department	City Hall Lease Property	\$ 76.65
Utility Department	FC Offices	\$ 1,278.13
Utility Department	Rural Housing	\$ 125.58
General Petty Cash	Filing Fees - Replats (2)	\$ 32.00
Southeast Nebraska Communications, Inc.	Phone/Internet Service	\$ 665.03
AMERITAS BILLING	457 After Tax %	\$ 69.38
AMERITAS BILLING	457 Pre Tax Percentage	\$ 194.06
Aflac	AFLAC	\$ 335.61
CWA Dues	CWA Union Dues	\$ 111.47
Medica Insurance	Group Health	\$ 17,280.02
IBEW Local Union #1536	IBEW Unlon Dues	\$ 121.47
International Union of Operating Engineers	IUOE Union Dues	\$ 269.13
Dearborn Life Insurance Company	Life Insurance	\$ 262.50
Nebraska Dept of Revenue	Garnishment	\$ 250.00
Ameritas	Pension 457 Pre-Tax	\$ 150.00
Ameritas	Retlrement 501a	\$ 10,999.10
Nebraska Department of Revenue	State W/H Tax	\$ 3,072.94
Department of the Treasury	Federal W/H	\$ 7,739.19
Department of the Treasury	Medicare Tax	\$ 2,653.82
Department of the Treasury	Social Security Tax	\$ 11,346.96
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:		\$ 74,583.38
Fund: 110 - Police		
Hullman's Ford Lincoln, Inc.	Repair Order - Check Engine Light	\$ 75.00
BRAVEBE CHILD ADVOCACY CENTER	2026-2027 Annual Service Agreement Contribution	\$ 1,210.00
Farm & City Supply	Supplies	\$ 10.68
Pro Serv	Contract Lease Charge: Sav/IM C3000 & C4500	\$ 273.50
Das State Accounting - Central Finance	Network Serv. Charges 04/2026	\$ 844.80
Southeast Nebraska Communications, Inc.	Phone/Internet Service	\$ 254.38
Fund 110 - Police Total:		\$ 2,668.36
Fund: 115 - Animal Control		
Utility Department	Animal Control	\$ 14.52
Fund 115 - Animal Control Total:		\$ 14.52
Fund: 120 - Fire		
WYN-MILL GARAGE DOOR SERVICE	Antenna Kit	\$ 262.50
Utility Department	Ambulance Bldg	\$ 142.46
Utility Department	Fire Station/Hydrants	\$ 4,426.34
Utility Department	Fire Station	\$ 216.91
Utility Department	Fire Station/Hyd	\$ 150.82
Southeast Nebraska Communications, Inc.	Phone/Internet Service	\$ 129.15
Fund 120 - Fire Total:		\$ 5,328.18
Fund: 130 - Building Inspections & Code Enforcement		
Patrick Kraft	Reimbursement of Building Permit Fee-P. Kraft	\$ 922.93
Fund 130 - Building Inspections & Code Enforcement Total:		\$ 922.93
Fund: 150 - Parks		
Heritage Landscape Supply Group	6504/Falcon F4FC 6500 360 full circle	\$ 593.92
Heritage Landscape Supply Group	6504/Falcon F4FPC 6500 adjustable partial circle	\$ 291.60
Falls City Sanitation Service	March 2026 Service	\$ 130.00
Farm & City Supply	Supplies	\$ 192.62

Harmon's OK Tire	Tire Repair	\$	25.00
Meyer Home Center	Faucet	\$	137.50
159 Lumber & Rentals	Supplies/Materials	\$	9.79
Falls City Mercantile	Restroom Supplies	\$	200.80
159 Lumber & Rentals	T-Top Rail Kit	\$	230.05
Utility Department	Riding Club Site/City Usage	\$	84.84
Utility Department	Dallas Jones Park-IRR Meter	\$	761.71
Utility Department	Snackshack - IRR	\$	164.22
Utility Department	Morehead Field/Irrigation	\$	70.16
Utility Department	4-H Barn	\$	42.24
Utility Department	SNC Field	\$	42.24
Utility Department	F&M Bank Field	\$	50.38
Utility Department	Stanton Lake North Camper	\$	43.81
Utility Department	Parks Dept New Shop	\$	229.02
Utility Department	Stanton Lake Volleyball	\$	53.39
Utility Department	Legion Park	\$	53.92
Utility Department	Stanton Lake Cabin	\$	51.95
Utility Department	Dallas Jones Tennis Court	\$	51.30
Utility Department	Stanton Lake Camper Sites/Caretaker	\$	183.52
Utility Department	Snack Shack-Old-EL Only	\$	108.22
Utility Department	Snack Shack-New	\$	345.77
Utility Department	Hartman Field	\$	74.64
Utility Department	Stanton Lake South Camper	\$	73.45
	Fund 150 - Parks Total:	\$	4,296.06
Fund: 151 - Auditorim			
Falls City Sanitation Service	March 2026 Service	\$	130.00
Darcy Klekhaefer	Spln Class Instructor Fees	\$	195.00
Utility Department	Prichard Auditorium	\$	3,269.06
Southeast Nebraska Communications, Inc.	Phone/Internet Service	\$	100.24
	Fund 151 - Auditorim Total:	\$	3,694.30
Fund: 152 - Aquatic Center			
Acco Unlimited Corporation	PH Probe Testing	\$	435.00
Falls City Sanitation Service	March 2026 Service	\$	65.00
Meyer Home Center	Supplies	\$	30.15
Utility Department	Aquatic Center	\$	788.17
W7 Design Co	FC Aquatic Hats	\$	161.59
Southeast Nebraska Communications, Inc.	Phone/Internet Service	\$	63.33
	Fund 152 - Aquatic Center Total:	\$	1,543.24
Fund: 170 - Library			
Ingram	Books	\$	1,863.10
Falls City Sanitation Service	March 2026 Service	\$	65.00
Utility Department	Library & Arts Center	\$	2,488.25
Richard Gilkerson	April 2026	\$	210.00
Library Petty Cash	Postage	\$	228.62
Southeast Nebraska Communications, Inc.	Phone/Internet Service	\$	192.08
	Fund 170 - Library Total:	\$	5,047.05
Fund: 180 - Cemetery			
Amazon Capital Services	Mower Blades	\$	57.50
Utility Department	Cemetery	\$	135.76
Southeast Nebraska Communications, Inc.	Phone/Internet Service	\$	99.20
	Fund 180 - Cemetery Total:	\$	292.46
Fund: 190 - Streets			
Falls City Sanitation Service	March 2026 Service	\$	65.00
BOK FINANCIAL	Debt Service/Fees	\$	13,478.75
Farm & City Supply	Supplies	\$	242.99
Windsock Ag Services LLC	Chemicals	\$	639.15
Home Lumber Company	Lumber	\$	123.95
Utility Department	Street Dept	\$	143.16
Utility Department	Street Dept	\$	56.81
Utility Department	Dist 56 Stop Sign	\$	48.14
Utility Department	Dist 56 S S Stop Sign	\$	46.30
Utility Department	Street Dept	\$	276.91
Utility Department	Street Lights	\$	6,129.85
Southeast Nebraska Communications, Inc.	Phone/Internet Service	\$	51.04
	Fund: 190 - Streets	\$	21,302.05
Fund 195 - Mechanic Shop			
Hullman's Ford Lincoln, Inc.	Total Labor	\$	4,590.00

Hullman's Ford Lincoln, Inc.	Total Lubricants	\$	106.87
Hullman's Ford Lincoln, Inc.	Shop Supplies	\$	20.00
Hullman's Ford Lincoln, Inc.	Total Parts	\$	2,176.85
Falls City Auto Supply	Parts	\$	574.10
O'Reilly Automotive Inc	Parts	\$	88.92
Armbruster Motor Co	Filter - Engine Oil	\$	64.67
Moridge Mfg. Inc.	Supplies	\$	79.36
Farm & City Supply	Supplies	\$	37.00
Farmers Repair & Machine Shop	Parts	\$	27.68
Southeast Nebraska Communications, Inc.	Phone/Internet Service	\$	1.04
	Fund 195 - Mechanic Shop Total:	\$	7,766.49
Fund: 205 - Dispatching			
Lumen	Service	\$	3,183.70
Southeast Nebraska Communications, Inc.	Phone/Internet Service	\$	712.69
	Fund 205 - Dispatching Total:	\$	3,896.39
Fund: 280 - Housing Abatement/Demolition Program			
Lukas Goff	L. Goff - T. Godeman House Demolition 2320 Chase	\$	11,300.00
	Fund 280 - Housing Abatement/Demolition Program Total:	\$	11,300.00
Fund: 600 - Electric			
American National Bank	HSA	\$	3,546.65
Miller Monroe	Position Schedule Bond	\$	55.05
Rieschick Drilling Co. Inc.	Supplies/Materials	\$	493.97
McMaster-Carr	Valves	\$	266.59
McMaster-Carr	Supplies/Materials	\$	78.16
Falls City Sanitation Service	March 2026 Service	\$	195.00
Principal Life Insurance Company	Dental Ins	\$	892.94
Principal Life Insurance Company	Vison Ins	\$	167.56
PATRICK STAMPER	P. Stamper Travel Expense	\$	238.00
Amazon Capital Services	Supplies	\$	55.82
Grainger	Supplies	\$	108.40
Cintas Corporation No 2	Uniforms	\$	563.06
STELLA-JONES CORPORATION	35' CL3 CCA REA pole (E1705)	\$	12,459.97
Farm & City Supply	Supplies	\$	4,000.26
Jeo Consulting Group Inc	On-call GIS services Project 231725.00	\$	603.75
Amazon Capital Services	Parts/Supplies	\$	614.74
El Camino Electric	Memory Lane, 1617 Stone St	\$	2,754.40
JERRY'S ELECTRIC INC	500 KVA 13800 Delta 4160Y/2400 3Ph PAD (E2072R)	\$	19,900.00
Husker Electric Supply	Supplies	\$	1,201.59
ATCO International	Supplies/Materials	\$	188.86
TASC	1Q 2026 Matrix Qrtly Trustee Fee	\$	37.50
Amazon Capital Services	Utility Bill Paper	\$	251.60
Merz Ink	Office Apparel	\$	127.96
MID CONTINENT SALES	stop plate	\$	533.52
MID CONTINENT SALES	spray tip	\$	1,014.00
MID CONTINENT SALES	B-8342 nozzle - fuel injectors	\$	1,426.05
MID CONTINENT SALES	F-075-112 guide spring	\$	408.60
BOK FINANCIAL	Debt Service/Fees	\$	99,332.50
McMaster-Carr	Clamp	\$	117.95
Border States	Splice #21 Tension Reliable #2 (E714)	\$	406.62
Border States	Wire Nut-Blue, Ideal #30-072 (E74)	\$	10.04
Border States	2" alum rigid conduit (E1219)	\$	654.14
Border States	200 AMP-Mil.#U7040 XL-TG Meter Socket (E576)	\$	239.12
Border States	2 1/2" male adapter SCH 40 PVC (E1252.1)	\$	14.39
True Ag & Turf, LLC	Parts	\$	55.42
Quill Corpotation	Office Supplies	\$	128.49
McMaster-Carr	Parts	\$	680.74
Husker Electric Supply	4/0 wire	\$	8,772.00
Grainger	Supplies	\$	348.12
Lincoln Winwater Works Co	10" pipe plugs	\$	313.69
Lincoln Winwater Works Co	8" pipe plugs	\$	113.21
Falls City Mercantile	Supplies	\$	45.76
Home Lumber Company	Lumber	\$	67.71
Falls City Post Office	Q3 Postage: Billing May 2026 Due - July 2026 Due	\$	3,000.00
Utility Department Petty Cash	April 2026 Petty Cash Reimbursement	\$	561.60
Utility Department	Inventory Bldg-61	\$	610.60
Utility Department	Power Plant Unit #9-62	\$	542.32
Utility Department	Power Plant Water/HI-Low-62	\$	653.71
Utility Department	Station Power - 62	\$	7,112.92

Utility Department	PP Water Dept-62	\$	2,958.90
Utility Department	Power Plant -62	\$	2,550.96
Utility Department	Station Power-62	\$	1,745.82
Utility Department	PP Water Dept-62	\$	293.17
Utility Department	Power Plant Unit #9-62	\$	3,384.05
Core & Main LP	Fm2S-House Meter Stratus LBL-REM Remote Disconnect	\$	16,125.00
Southeast Nebraska Communications, Inc.	Telephone/Internet Service	\$	638.32
AMERITAS BILLING	457 Pre Tax Percentage	\$	91.27
Aflac	AFLAC	\$	75.86
CWA Dues	CWA Union Dues	\$	300.90
Medica Insurance	Group Health	\$	17,906.57
IBEW Local Union #1536	IBEW Union Dues	\$	374.51
Dearborn Life Insurance Company	Life Insurance	\$	283.09
Ameritas	Pension 457 Pre-Tax	\$	1,918.26
Ameritas	Retirement 501a	\$	11,560.46
Department of the Treasury	Medicare Tax	\$	2,911.82
Department of the Treasury	Social Security Tax	\$	12,450.56
Nebraska Department of Revenue	State W/H Tax	\$	3,558.30
Department of the Treasury	Federal W/H	\$	9,302.39
	Fund 600 - Electric Total:	\$	264,395.26

Fund: 610 - Water

Miller Monroe	Position Schedule Bond	\$	7.34
Rieschick Drilling Co. Inc.	Supplies/Materials	\$	66.02
Farm & City Supply	Supplies	\$	833.05
Nebraska DEE	D. Waggoner - WWTF Certificate # 3847	\$	150.00
Wolfes Printing	Color 2024 Notices	\$	677.25
Wolfes Printing	Duplex Postcards	\$	325.19
Wolfes Printing	Color 2025 Notices	\$	677.25
Nebraska Generator Service LLC	Generator Maintenance Batteries	\$	799.46
Nebraska Generator Service LLC	Generator Maintenance Labor	\$	522.23
Nebraska Generator Service LLC	Generator Maintenance Mileage	\$	101.54
Nebraska Generator Service LLC	Generator Maintenance Misc Supplies	\$	39.56
Concrete Industries, Inc	MINH charge	\$	30.00
Concrete Industries, Inc	concrete	\$	835.00
Concrete Industries, Inc	fuel surcharge	\$	12.00
Jeo Consulting Group Inc	On-call GIS services Project 231725.00	\$	80.50
Jeo Consulting Group Inc	Professional Services through April 3, 2026	\$	4,102.50
Bavco Backflow Apparatus & Valve	Supplies/Materials	\$	317.90
TASC	1Q 2026 Matrix Qrtly Trustee Fee	\$	5.00
Home Lumber Company	Supplies/Materials	\$	60.63
Municipal Supply, Inc of Omaha	1/2" x 3/4" galv reducer bushing (W842)	\$	6.41
Municipal Supply, Inc of Omaha	3/4" x 1" galv reducer bushing (W843)	\$	7.33
Municipal Supply, Inc of Omaha	4" x 24" anchor coupling (W1662)	\$	464.40
Quill Corporation	Office Supplies	\$	17.13
Nebraska DEE	Water Operator License - Level VI - T. Waggoner	\$	115.00
Lincoln Winwater Works Co	6" x 12" sleeve Smith Blair(W1539)	\$	505.25
Lincoln Winwater Works Co	5 1/4 x 12 Mueller hydrant extension	\$	930.95
Lincoln Winwater Works Co	5 1/4 x 18 Mueller hydrant extension	\$	1,670.55
Lincoln Winwater Works Co	4" Uni-Flange for PVC (RED - UFR 1500-4-I) (W1472)	\$	258.00
Lincoln Winwater Works Co	road box extension C&B P-1108 #664-S 36-60" w/ LID	\$	1,429.75
Lincoln Winwater Works Co	6" MJ 5.5' bury fire hydrant 5 1/2" 3-way (W1606)	\$	7,417.50
Lincoln Winwater Works Co	2" water pipe PVC SDR21 PR200 (W1504)	\$	99.00
Falls City Post Office	Q3 Postage: Billing May 2026 Due - July 2026 Due	\$	400.00
Utility Department Petty Cash	April 2026 Petty Cash Reimbursement	\$	74.88
Utility Department	Rulo Water-Collector Well	\$	9,820.35
Utility Department	Rulo Water Plant North Well	\$	581.87
Utility Department	Water Tower	\$	230.09
Municipal Supply, Inc of Omaha	8" Uni-Flange for PVC (RED - UFR 1500-8-I) (W1470)	\$	143.15
Municipal Supply, Inc of Omaha	4" Uni-Flange for PVC (RED - UFR 1500-4-I) (W1472)	\$	149.81
Municipal Supply, Inc of Omaha	4" MJ BOLT ACCESS PK (W1710)	\$	160.93
Municipal Supply, Inc of Omaha	8" x 12" MJ sleeve (W1527)	\$	486.46
Municipal Supply, Inc of Omaha	4" gate valve (W1621)	\$	5,063.96
Municipal Supply, Inc of Omaha	8" MJ bolt/access pack (W1706)	\$	139.45
Municipal Supply, Inc of Omaha	3/4" FIPT x PJ CTS Brass Female Adpt C14-33-NL (W8	\$	104.23
Municipal Supply, Inc of Omaha	4" 45 deg elbow (W1555)	\$	83.81
Municipal Supply, Inc of Omaha	8" Uni-Flange for Ductile (BLACK UFR 1400-D-8-I) {	\$	174.47
Municipal Supply, Inc of Omaha	1/2" ball valve I-I (W927)	\$	19.03
Municipal Supply, Inc of Omaha	4" Uni-Flange for Ductile (BLACK UFR 1400-D-4-I) {	\$	158.56
Municipal Supply, Inc of Omaha	4" MJ 5.5' bury fire hydrant 4.5" 2-way A420-512(W	\$	13,919.10

Municipal Supply, Inc of Omaha	4" water pipe PVC C900 (W1503)	\$	514.93
Municipal Supply, Inc of Omaha	4" x 18" anchor coupling (W1660)	\$	232.19
Amazon Capital Services	Supplies	\$	21.49
Core & Main LP	6" water pipe PVC 44-20"3-7"1-2' C900 (W1506)	\$	952.45
Southeast Nebraska Communications, Inc.	Telephone/Internet Service	\$	363.70
		\$	<u>363.70</u>
	Fund 610 - Water Total:	\$	56,358.60

Fund: 620 - Gas

Miller Monroe	Position Schedule Bond	\$	22.02
Falls City Sanitation Service	March 2026 Service	\$	65.00
Wolfes Printing	Meter Tags	\$	90.07
PEFA, INC	March 2026 PEFA Commodity	\$	32,605.99
Farm & City Supply	Supplies	\$	41.41
Border States	Nipple 1" x 8 1/2" Blk (G4039.1)	\$	39.24
Border States	Nipple 1" x 11" Blk (G4041.5)	\$	45.10
Border States	Nipple 1" x 7 1/2" Blk (G4038.1)	\$	33.54
Border States	Nipple 1" x 4 1/2" Blk (G4034)	\$	17.36
Border States	Nipple 1" X 5" Blk (G4035)	\$	17.36
Border States	1/4" Thread-o-Let forged NPT (G4565)	\$	44.18
Jeo Consulting Group Inc	On-call GIS services Project 231725.00	\$	241.50
Amazon Capital Services	Ink Cartridges	\$	170.58
Border States	swivel 1" 20LT non-Insul Blk (G4291)	\$	185.17
Border States	swivel nut 1" 20LT Blk (G4301)	\$	157.90
TASC	1Q 2026 Matrix Qrtly Trustee Fee	\$	15.00
Scheitel Feed & Seed	5-Way Fescu	\$	80.63
Wolfes Printing	Service Order Pads	\$	55.09
Koons Gas Measurement (KGM)	Supplies/Materials	\$	185.66
Merz Ink	Office Apparel	\$	299.90
Complete Fuslon	API Welder Certification	\$	600.00
Border States	1 1/4"IPS x 1" CTS tap tee BUTT PERF 1117821 (G464	\$	83.80
Industrial Sales Company Inc	Gas Valve 1" Jomar 175-LWN FP painted 240-005T (G4	\$	4,429.00
Quill Corporation	Office Supplies	\$	51.39
Koons Gas Measurement (KGM)	gas meter AL-425 (G4211)	\$	1,676.43
Border States	3" x 2" RED flange carbon steel threaded 2" x 7 1/	\$	209.73
Falls City Post Office	Q3 Postage: Billing May 2026 Due - July 2026 Due	\$	1,200.00
Dutton-Lainson Co	Plug - 1 1/4" Blk screwed (G4010)	\$	7.79
Dutton-Lainson Co	Tee 3/4" Blk (G4022)	\$	6.13
Dutton-Lainson Co	Nipple 1" x 6" Blk (G4037)	\$	63.01
Utility Department Petty Cash	April 2026 Petty Cash Reimbursement	\$	224.64
Utility Department	Gas W 14th St	\$	70.53
Utility Department	Gas Dept Office	\$	347.64
Utility Department	Gas W 21st	\$	74.93
Utility Department	Gas N Mclean	\$	73.50
Utility Department	Gas Pipe Bldg	\$	70.83
Utility Department	Gas S Fulton St.	\$	70.24
Utility Department	Gas S Fulton	\$	51.59
Industrial Sales Company Inc	1" CTS coupling Cental EF #360000891 (G4523)	\$	868.76
Southeast Nebraska Communications, Inc.	Telephone/Internet Service	\$	52.08
		\$	<u>52.08</u>
	Fund 620 - Gas Total:	\$	44,644.72

Fund: 630 - Wastewater

Miller Monroe	Position Schedule Bond	\$	7.34
R/S ELECTRIC MOTOR SERVICES	Troubleshoot overload failures Blower #3 + repair	\$	1,800.50
Falls City Sanitation Service	March 2026 Service	\$	135.00
Wolfes Printing	Office Supplies	\$	78.64
Midwest Laboratories, Inc	Lab Samples	\$	145.32
Midlands Contracting Inc/Johnson Service Co.	Clean/Vac. lift station wet well	\$	1,187.50
Nebraska Generator Service LLC	Inv. 22903, 22902, 22906	\$	1,847.50
Harmon's OK Tire	Tire	\$	54.00
Jeo Consulting Group Inc	On-call GIS services Project 231725.00	\$	80.50
Farm & City Supply	Supplies	\$	26.65
Brown County Transfer	Sludge Ticket	\$	225.00
Harmon's OK Tire	Tire Repair	\$	25.00
TASC	1Q 2026 Matrix Qrtly Trustee Fee	\$	5.00
MH Logistics Corp.	Water Fill Hose	\$	203.60
Amazon Capital Services	Supplies	\$	121.49
Quill Corporation	Office Supplies	\$	17.13
Falls City Post Office	Q3 Postage: Billing May 2026 Due - July 2026 Due	\$	400.00
Utility Department Petty Cash	April 2026 Petty Cash Reimbursement	\$	74.88
Utility Department	Lift Station	\$	74.86
Utility Department	WWTP	\$	13,144.74

Southeast Nebraska Communications, Inc.	Telephone/Internet Service	\$	104.08
		Fund 630 - Wastewater Total:	\$ 19,758.73
Fund: 998 - Utilities - Pooled Cash			
Payroll - Utility Fund	Payroll 5.1.2026		71368.08
		Fund 998 - Utilities - Pooled Cash Total:	71368.08
Fund: 999 - General Government - Pooled Cash			
Payroll - General Fund	Payroll 5.1.2026		66913.68
		Fund 999 - General Government - Pooled Cash Total:	66913.68
		Grand Total:	\$ 666,094.48



Falls City
Sanitation

INVITATION FOR BIDS (IFB)

MUNICIPAL SOLID WASTE COLLECTION, SPECIAL WASTE DISPOSAL, AND COMMUNITY CLEAN-UP SERVICES

1. NOTICE OF SOLICITATION

Solicitation Release Date: March 4, 2026

Bid Due Date: April 1, 2026

Bid Due Time: 2:00 PM (Local Time)

Bid Opening Location:

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

2. CONTRACT TERM

One year initial term beginning January 1, 2027 with two (2) optional one-year renewals, subject to annual appropriation.

3. SCOPE OF SERVICES

This solicitation is divided into the following phases:

- Phase A – General Municipal Refuse Collection (Single Lump Sum Bid Item)
- Phase A (Optional) – Rulo Water Treatment Plant
- Phase B – Wastewater Treatment Plant Special Waste Disposal
- Phase C – Community Clean-Up Event Services

PHASE A – GENERAL MUNICIPAL REFUSE COLLECTION

Power Plant – 901 S. Crook Street – 1 (1.5 CY) – Twice per week

Line Shop/Warehouse – South Crook Street – 2 (1.5 CY) – Twice per week
Street Department Shop – South Crook Street – 1 (1.5 CY) – Once per week
Stantons Lake Park – 2 (1.5 CY) – Twice per week (Apr–Sept); Once per week (Oct–Mar)
Library – 1400 Stone Street – 1 (1.5 CY) – Twice per week
Parks Shop – 903 S. Crook Street – 1 (1.5 CY) – Twice per week
Aquatic Center – 3002 Bill Schock Blvd – 1 (1.5 CY) – Twice per week (Apr–Aug)
Prichard Auditorium – 312 W. 17th Street – 2 (2 CY, City-Owned) – Minimum once per week

Optional – Rulo Water Treatment Plant

70434 661 Ave, Rulo, NE – 1 (1.5 CY) – Once per month

Phase A Bid Form

Base Monthly Lump Sum: \$ 370 per month

Optional Rulo WTP: \$ 30~~8~~ per month

PHASE B – WASTEWATER TREATMENT PLANT SPECIAL WASTE DISPOSAL

Facility: Falls City Wastewater Treatment Facility, 2307 Barada Street, Falls City, NE 68355

Material: Washed, dewatered bagged screenings and washed, dewatered grit

Estimated Quantity: Approximately 40 tons annually

Current Service: Three (3) 4 CY dumpsters serviced every other Monday (7 AM – 4 PM)

Regulatory Requirements

Contractor must comply with KDHE Special Waste Authorization 24-0661 v2.0 and all landfill requirements.

Waste must pass EPA Method 9095 paint filter test (no free liquids).

Contractor must coordinate landfill approval and complete shipment records.

Phase B Bid Form

Transportation and Disposal: \$ City Pays per ton

Minimum Haul Charge: \$ 60 trip

Container Rental (if applicable): \$ none per month

PHASE C – COMMUNITY CLEAN-UP EVENTS

Two annual events (April and October) at Prichard Auditorium Parking Lot, 312 W. 17th Street.

Estimated 7-12 tons per event.

Contractor must provide containers, staffing, and proper disposal. No hazardous materials accepted.

Phase C Bid Form

All-Inclusive Price Per Event: \$ _____ per event

OR Roll-Off Rate: \$ 450 ^{loaded} per container or 260 city loads

Disposal Rate: \$ city pays per ton

Staffing Rate (if separate): \$ _____ per hour

4. GENERAL REQUIREMENTS

Contractor must be properly licensed and insured.

Missed collections must be remedied within 24-48 hours.

Renewal agreements may be offered for an additional 2 years

5. BID SUBMISSION REQUIREMENTS

Submit sealed bids clearly marked:

"Municipal Waste Services Bid - Due April 1, 2026"

City of Falls City, Attn: City Administrator

2307 Barada Street, Falls City, NE 68355



2026 UCR Registration is VALID!



Receipt # 000-0573-3732

Registered on: 11/11/2025 11:36 EST

Generated: 11/11/2025 11:36 EST

Year: 2026

Paid:	Date	Bracket	UCR Fee	Conv. Fee	Total
	11/11/2025	Bracket 2 [3 veh.]	\$138.00	\$4.10	\$142.10

Bracket: 3 to 5 vehicles [3 vehicle(s)]

USDOT #: 503677

Classifications: Motor Carrier

Legal Name: FALLS CITY SANITATION SERVICE INC

Base State: Nebraska

Principal: 3417 BARADA ST
FALLS CITY, NE 68355
US

Payor: Truck Services Inc.

*** Expires: 12/31/2026 ***

MOTOR CARRIER IDENTIFICATION REPORT (Application for U.S. DOT NUMBER)

**U.S. Department of Transportation
Federal Motor Carrier
Safety Administration**

REASON FOR FILING (Check Only One)
 NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER FALLS CITY SANITATION SERVICE INC				2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME			
3. PRINCIPAL ADDRESS 3417 BARADA ST		4. CITY FALLS CITY	5. STATE/PROVINCE NEBRASKA		6. ZIP CODE + 4 68355	7. COLONIA (MEXICO ONLY)	
8. MAILING ADDRESS PO BOX 528		9. CITY FALLS CITY	10. STATE/PROVINCE NEBRASKA		11. ZIP CODE+4 68355-0528	12. COLONIA (MEXICO ONLY)	
13. PRINCIPAL BUSINESS PHONE NUMBER (402) 245-4545		14. PRINCIPAL CONTACT CELL PHONE NUMBER			15. PRINCIPAL BUSINESS FAX NUMBER (402) 245-4545		
16. USDOT NO. 503677	17. MC OR MX NO.	18. DUN & BRADSTREET NO.	19. IRS/TAX ID NO. EIN# 470611645 SSN#				
20. INTERNET E-MAIL ADDRESS fcsanitation@sentco.net			21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) 68000		YEAR 2024		

22. COMPANY OPERATION (Mark all that apply)
 Interstate Carrier Intrastate Hazmat Carrier Intrastate Non-Hazmat Carrier Interstate Hazmat Shipper Intrastate

23. OPERATION CLASSIFICATION (Circle All that Apply)
 A. Authorized For-Hire D. Private Passengers (Business) G. U. S. Mail J. L...
 B. Exempt For-Hire E. Private Passengers (Non-Business) H. Federal Government K. In...
 C. Private Property F. Migrant I. State Government L. O...

Not Due again
til July 2027.

24. CARGO CLASSIFICATIONS (Circle All that Apply)

A. GENERAL FREIGHT	F. LOGS, POLES, BEAMS, LUMBER	J. FRESH PRODUCE	P. GRAIN, FEED, HAY	V. COMMODITIES
B. HOUSEHOLD GOODS	G. BUILDING MATERIALS	K. LIQUIDS/GASES	Q. COAL/COKE	W. REFRIGERATED FOOD
C. METAL: SHEETS; COILS; ROLLS	H. MOBILE HOMES	L. INTERMODAL CONT.	R. MEAT	X. BEVERAGES
D. MOTOR VEHICLES	I. MACHINERY, LARGE OBJECTS	M. PASSENGERS	<input checked="" type="radio"/> S. GARBAGE, REFUSE, TRASH	Y. PAPER PRODUCTS
E. DRIVE AWAY/TOWAWAY		N. OIL FIELD EQUIPMENT	T. U.S. MAIL	Z. UTILITY
		O. LIVESTOCK	U. CHEMICALS	AA. FARM SUPPLIES
				CC. WATER WELL
				DD. OTHER

25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE

C S A. DIV 1.1	B NB	C S K. DIV 2.2A (Ammonia)	B NB	C S U. DIV 4.2	B NB	C S EE. HRCQ	B NB
C S B. DIV 1.2	B NB	C S L. DIV 2.3A	B NB	C S V. DIV 4.3	B NB	C S FF. CLASS 8	B NB
C S C. DIV 1.3	B NB	C S M. DIV 2.3B	B NB	C S W. DIV 5.1	B NB	C S GG. CLASS 8A	B NB
C S D. DIV 1.4	B NB	C S N. DIV 2.3C	B NB	C S X. DIV 5.2	B NB	C S HH. CLASS 8B	B NB
C S E. DIV 1.5	B NB	C S O. DIV 2.3D	B NB	C S Y. DIV 6.2	B NB	C S II. CLASS 9	B NB
C S F. DIV 1.6	B NB	C S P. Class 3	B NB	C S Z. DIV 6.1A	B NB	C S JJ. ELEVATED TEMP MAT.	B NB
C S G. DIV 2.1	B NB	C S Q. Class 3A	B NB	C S AA. DIV 6.1B	B NB	C S KK. INFECTIOUS WASTE	B NB
C S H. DIV 2.1 LPG	B NB	C S R. Class 3B	B NB	C S BB. DIV 6.1 Poison	B NB	C S LL. MARINE POLLUTANTS	B NB
C S I. DIV 2.1 (Methane)	B NB	C S S. COM LIQ	B NB	C S CC. DIV 6.1 SOLID	B NB	C S MM. HAZARDOUS SUB(RQ)	B NB
C S J. DIV 2.2	B NB	C S T. DIV 4.1	B NB	C S DD. CLASS 7	B NB	C S NN. HAZARDOUS WASTE	B NB
						C S OO. ORM	B NB

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus	Van		Limousine		
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15
OWNED	3													
TERM LEASED														
TRIP LEASED														

27. DRIVER INFORMATION

INTERSTATE	INTRASTATE	TOTAL DRIVERS	TOTAL CDL DRIVERS
Within 100-Mile Radius	3	0	3
Beyond 100-Mile Radius	0	0	

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes _____ No X

If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. LANA WILLMAN, OFFICE CLERK 2. EMMA CLARK, OFFICE CLERK
 (Please print Name) (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, LANA WILLMAN (Please print Name), certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.

Signature LANA WILLMAN Date 07/24/2025 Title COMPANY OFFICIAL
 (Please print Name) (Please print)

Named insured

Falls City Sanitation Service Inc.
PO BOX 528
FALLS CITY, NE 68355

Policy number: 985979464

Underwritten by:
Progressive Northern Insurance Co
November 26, 2025
Policy Period: Sep 1, 2025 - Sep 1, 2026
Page 1 of 4

progressiveagent.com

Online Service

Make payments, check billing activity, print policy documents, update your policy or check the status of a claim.

1-308-486-5545

HIGHSTREET INSURANCE

Contact your agent for personalized service.

1-800-444-4487

For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page
Your coverage has changed

Your coverage began on September 1, 2025 at 12:01 a.m. This policy expires on September 1, 2026 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852NE (02/19), 4757 (02/19), 4852NE (02/19), 4881NE (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Policy changes effective November 25, 2025

Changes processed on:	November 25, 2025 11:19 a.m.
Premium change:	\$790.00
Changes:	The 2002 SATURN L100 has been added.

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$12,056
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured Motorist	\$1,000,000 combined single limit		840
Underinsured Motorist	\$1,000,000 combined single limit		840
Medical Payments	\$5,000 each person		341
Comprehensive			3,917
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			6,836
See Auto Coverage Schedule	Limit of liability less deductible		
Total 12 month policy premium			\$24,830

Rated drivers

1. Mark Harkendorff
2. William Harkendorff
3. John Raney

**SCHEDULE 1
(Form 2290)**

(Rev. July 2025)
Department of the Treasury
Internal Revenue Service

Schedule of Heavy Highway Vehicles

For the period July 1, 2025, through June 30, 2026

Complete and file both copies of Schedule 1. One copy will be stamped and returned to you for use as proof of payment when registering your vehicle(s) with a state.

OMB No. 1545-0143

Type
or Print

Name FALLS CITY SANITATION SERVICE INC	Employer identification number (EIN) 47-0611645
Address (number, street, and room or suite no.) PO BOX 528	
City or town, state or province, country, and ZIP or foreign postal code FALLS CITY, NE 68355	Month of first use (see instructions) Y Y Y Y M M 2 0 2 5 0 7

Part I

Vehicles You Are Reporting (enter VIN and category)

Category A through W
(category W for
suspended vehicles)

1	5 K K 8 B P F E 6 R L U R 6 6 3 5	H
2	1 F V H C Y D J 4 6 H W 6 9 6 1 1	W
3	1 F V H C Y B S 7 A D A T 6 1 8 0	F
4	1 M 2 B 2 1 2 C 0 Y M 0 0 4 5 8 2	L
5	1 F V H C Y D J X 7 H Y 0 3 2 8 1	W
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14		
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24		

Part II

Summary of Reported Vehicles

a Total number of reported vehicles	a	5
b Enter the total number of taxable vehicles on which the tax is suspended (category W)	b	2
c Total number of taxable vehicles. Subtract line b from line a	c	3

For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 112500

Schedule 1 (Form 2290) (Rev. 7-2025)

State of Nebraska Department of Transportation
CONTINUING PERMIT FOR HAULING GARBAGE OR REFUSE

Carrier: FALLS CITY SANITATION SERVICE INC Address: 3417 BILL SCHOCK BLVD FALLS CITY, NE 68355

Truck Make: FRTL Year: 2010 License No.: 146615 State: NE

Width: 8' 6" ft. Height: 14' 6" ft. Overall Length: 40' 0" ft.

Overall Axle Spacing: 21' 7" ft.

Axle configuration and Maximum Axle Weights Allowed



Travel
NEMAHA COUNTY HWY 67 RICHARDSON COUNTY HWY 8, 105, 4, 75, 73, 67, 2, 62, AND 159.

Provisions

US-30 FREMONT BELTWAY - IF PERMITTED ROUTE IS ON US-30 EAST OR WESTBOUND BETWEEN NORTH BEND AND FREMONT, CARRIER IS TO UTILIZE THE NEW US-30 BELTWAY. IF LOAD NEEDS TO ACCESS OLD US-30 IN NORTH BEND OR FREMONT, CARRIER MUST CONTACT CITY IF PERMIT IS REQUIRED.

US-77 FREMONT BELTWAY - IF PERMITTED ROUTE IS ON US-77 NORTH OR SOUTHBOUND IN FREMONT, CARRIER IS TO UTILIZE THE NEW US-77 BELTWAY THAT RUNS SOUTH OF FREMONT. IF LOAD NEEDS TO ACCESS OLD US-77 THROUGH THE CITY OF FREMONT, CARRIER MUST CONTACT CITY IF PERMIT IS REQUIRED.

- Permittee is responsible for the accuracy and legibility of this permit.
- The granting of a permit does not waive any liability or responsibility of the permittee which might accrue for any property damage, including damage to the highways, or for personal injuries.
- Under no circumstances shall permitted vehicle bypass any scale site that is open.
- Any dummy axle must carry at least the lesser of 8,000 pounds or 8% of the total gross weight.
- Permittee must bypass any and all clearances that are less than the above listed dimensions. The permittee shall assume the risk of loss to the vehicle or its load and shall be liable for any damages that result to overhead obstructions from operation of a vehicle exceeding 12'6" in height.
- The granting of the permit shall not be construed as waiving any weight limitation that has been, or may be, established on any other highway or any bridge thereon.
- The granting of the permit does not exempt the permittee from compliance with any ordinances, rules and regulations or laws of the State of Nebraska or Federal Government.
- Permit is only valid for the movement of a truck with an enclosed body and a compacting mechanism designed and used exclusively for the collection and transportation of garbage or refuse.
- If load is only overweight, movement is allowed 24 hours a day, 7 days a week.
- Garbage permits are not valid for movement on the Interstate Highway System.
- Permittee agrees to hold harmless the State of Nebraska, its agents/employees, contractors and subcontractors from all suits, damages, or proceedings of any kind and to indemnify the State of Nebraska, its agents/employees, contractors and subcontractors for any claims it may be required to pay arising from the permitted move.
- Permittee agrees to hold harmless the State of Nebraska, its agents/employees contractors and subcontractors from all suits, damages, or proceedings of any kind arising from fraudulent use of the user's login/password regarding escrow transactions or unauthorized request for over-weight/over-dimensional permits.

Valid Dates of Permits: 02/20/2026 - 02/19/2027

Issued On: 02/20/2026

Permit Fees: \$100.00 [] Csh [] Chk [x] Ccrd [] Adv Permit Officer: CINDYRUNG

Permit No. 13008022

State of Nebraska Department of Transportation
CONTINUING PERMIT FOR HAULING GARBAGE OR REFUSE

Carrier: FALLS CITY SANITATION SERVICE INC Address: 3417 BILL SCHOCK BLVD FALLS CITY, NE 68355

Truck Make: MACK Year: 2000 License No.: 134509 State: NE

Width: 8' 6" ft. Height: 14' 6" ft. Overall Length: 40' 0" ft.

Overall Axle Spacing: 24' 3" ft.

Axle configuration and Maximum Axle Weights Allowed



Travel NEMAHA COUNTY HWY 67 RICHARDSON COUNTY HWYS 8, 105, 4, 75, 73, 67, 2, 62, AND 159.

Provisions

US-30 FREMONT BELTWAY - IF PERMITTED ROUTE IS ON US-30 EAST OR WESTBOUND BETWEEN NORTH BEND AND FREMONT, CARRIER IS TO UTILIZE THE NEW US-30 BELTWAY. IF LOAD NEEDS TO ACCESS OLD US-30 IN NORTH BEND OR FREMONT, CARRIER MUST CONTACT CITY IF PERMIT IS REQUIRED.

US-77 FREMONT BELTWAY - IF PERMITTED ROUTE IS ON US-77 NORTH OR SOUTHBOUND IN FREMONT, CARRIER IS TO UTILIZE THE NEW US-77 BELTWAY THAT RUNS SOUTH OF FREMONT. IF LOAD NEEDS TO ACCESS OLD US-77 THROUGH THE CITY OF FREMONT, CARRIER MUST CONTACT CITY IF PERMIT IS REQUIRED.

- Permittee is responsible for the accuracy and legibility of this permit.
• The granting of a permit does not waive any liability or responsibility of the permittee which might accrue for any property damage, including damage to the highways, or for personal injuries.
• Under no circumstances shall permitted vehicle bypass any scale site that is open.
• Any dummy axle must carry at least the lesser of 8,000 pounds or 8% of the total gross weight.
• Permittee must bypass any and all clearances that are less than the above listed dimensions. The permittee shall assume the risk of loss to the vehicle or its load and shall be liable for any damages that result to overhead obstructions from operation of a vehicle exceeding 12'6" in height.
• The granting of the permit shall not be construed as waiving any weight limitation that has been, or may be, established on any other highway or any bridge thereon.
• The granting of the permit does not exempt the permittee from compliance with any ordinances, rules and regulations or laws of the State of Nebraska or Federal Government.
• Permit is only valid for the movement of a truck with an enclosed body and a compacting mechanism designed and used exclusively for the collection and transportation of garbage or refuse.
• If load is only overweight, movement is allowed 24 hours a day, 7 days a week.
• Garbage permits are not valid for movement on the Interstate Highway System.
• Permittee agrees to hold harmless the State of Nebraska, its agents/employees, contractors and subcontractors from all suits, damages, or proceedings of any kind and to indemnify the State of Nebraska, its agents/employees, contractors and subcontractors for any claims it may be required to pay arising from the permitted move.
• Permittee agrees to hold harmless the State of Nebraska, its agents/employees contractors and subcontractors from all suits, damages, or proceedings of any kind arising from fraudulent use of the user's login/password regarding escrow transactions or unauthorized request for over-weight/over-dimensional permits.

Valid Dates of Permits: 02/20/2026 - 02/19/2027

Issued On: 02/20/2026

Permit Fees: \$100.00 [] Csh [] Chk [x] Ccrd [] Adv Permit Officer: CINDYRUNG

Permit No. 13008044

State of Nebraska Department of Transportation
CONTINUING PERMIT FOR HAULING GARBAGE OR REFUSE

Carrier: FALLS CITY SANITATION SERVICE INC Address: 3417 BILL SCHOCK BLVD FALLS CITY, NE 68355

Truck Make: WESTERN STAR 47X Year: 2024 License No.: 426262 State: NE

Width: 8' 6" ft. Height: 14' 6" ft. Overall Length: 40' 0" ft.

Overall Axle Spacing: 37' 7" ft.

Axle configuration and Maximum Axle Weights Allowed



Travel
NEMAHA COUNTY HWY 67 RICHARDSON COUNTY HWYS 8, 105, 4, 75, 73, 67, 2, 62, AND 159.

Provisions

US-30 FREMONT BELTWAY - IF PERMITTED ROUTE IS ON US-30 EAST OR WESTBOUND BETWEEN NORTH BEND AND FREMONT, CARRIER IS TO UTILIZE THE NEW US-30 BELTWAY. IF LOAD NEEDS TO ACCESS OLD US-30 IN NORTH BEND OR FREMONT, CARRIER MUST CONTACT CITY IF PERMIT IS REQUIRED.

US-77 FREMONT BELTWAY - IF PERMITTED ROUTE IS ON US-77 NORTH OR SOUTHBOUND IN FREMONT, CARRIER IS TO UTILIZE THE NEW US-77 BELTWAY THAT RUNS SOUTH OF FREMONT. IF LOAD NEEDS TO ACCESS OLD US-77 THROUGH THE CITY OF FREMONT, CARRIER MUST CONTACT CITY IF PERMIT IS REQUIRED.

- Permittee is responsible for the accuracy and legibility of this permit.
The granting of a permit does not waive any liability or responsibility of the permittee which might accrue for any property damage, including damage to the highways, or for personal injuries.
Under no circumstances shall permitted vehicle bypass any scale site that is open.
Any dummy axle must carry at least the lesser of 8,000 pounds or 8% of the total gross weight.
Permittee must bypass any and all clearances that are less than the above listed dimensions. The permittee shall assume the risk of loss to the vehicle or its load and shall be liable for any damages that result to overhead obstructions from operation of a vehicle exceeding 12'6" in height.
The granting of the permit shall not be construed as waiving any weight limitation that has been, or may be, established on any other highway or any bridge thereon.
The granting of the permit does not exempt the permittee from compliance with any ordinances, rules and regulations or laws of the State of Nebraska or Federal Government.
Permit is only valid for the movement of a truck with an enclosed body and a compacting mechanism designed and used exclusively for the collection and transportation of garbage or refuse.
If load is only overweight, movement is allowed 24 hours a day, 7 days a week.
Garbage permits are not valid for movement on the Interstate Highway System.
Permittee agrees to hold harmless the State of Nebraska, its agents/employees, contractors and subcontractors from all suits, damages, or proceedings of any kind and to indemnify the State of Nebraska, its agents/employees, contractors and subcontractors for any claims it may be required to pay arising from the permitted move.
Permittee agrees to hold harmless the State of Nebraska, its agents/employees contractors and subcontractors from all suits, damages, or proceedings of any kind arising from fraudulent use of the user's login/password regarding escrow transactions or unauthorized request for over-weight/over-dimensional permits.

Valid Dates of Permits: 02/20/2026 - 02/19/2027

Issued On: 02/20/2026

Permit Fees: \$100.00 [] Csh [] Chk [x] Ccrd [] Adv Permit Officer: SARAHEINE



April 6, 2026

ATTN: CITY ADMINISTRATOR
CITY OF FALLS CITY
2307 Barada St
Falls City, NE 68355

To whom it may concern:

Thank you for this opportunity to submit a bid for Municipal Solid Waste Collection for the City of Falls City.

Hamilton Recycling & Disposal has proudly served Southeast Nebraska for over 10 years as a locally owned and operated waste collection provider. During that time, we have built a reputation for reliable, friendly service while remaining committed to environmentally responsible practices.

In the proposal that follows, we outline a waste hauling solution designed to deliver dependable, high-quality service to the staff and residents of the City of Falls City. We are committed to maintaining a consistent, professional partnership with the City and ensuring long-term service excellence.

This bid has been submitted in accordance with the information provided by the City. However, additional savings may be achievable with more detailed service data. We requested current pricing and service information for all locations but were not provided with specific details.

With access to this information, we would be happy to review and potentially submit a revised proposal that reflects more accurate pricing and possible cost savings.

Please feel free to contact me with any questions you may have.

Sincerely,

RJ Hamilton
Hamilton Recycling & Disposal

635 Stone St.

Falls City, NE 68355



INVITATION FOR BIDS (IFB)

MUNICIPAL SOLID WASTE COLLECTION, SPECIAL WASTE DISPOSAL, AND COMMUNITY CLEAN-UP SERVICES

1. NOTICE OF SOLICITATION

Solicitation Release Date: March 4, 2026

Bid Due Date: April 6, 2026

Bid Due Time: 2:00 PM (Local Time)

Bid Opening Location:

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

2. CONTRACT TERM

One year initial term beginning January 1, 2027 with two (2) optional one-year renewals, subject to annual appropriation.

3. SCOPE OF SERVICES

This solicitation is divided into the following phases:

- Phase A – General Municipal Refuse Collection (Single Lump Sum Bid Item)
- Phase A (Optional) – Rulo Water Treatment Plant
- Phase B – Wastewater Treatment Plant Special Waste Disposal
- Phase C – Community Clean-Up Event Services

You may bid on one or more phases.

PHASE A – GENERAL MUNICIPAL REFUSE COLLECTION

Power Plant – 901 S. Crook Street – 1 (1.5 CY) – Twice per week

Line Shop/Warehouse – South Crook Street – 2 (1.5 CY) – Twice per week

Street Department Shop – South Crook Street – 1 (1.5 CY) – Once per week

Stantons Lake Park – 2 (1.5 CY) – Twice per week (Apr–Sept); Once per week (Oct–Mar)

Library – 1400 Stone Street – 1 (1.5 CY) – Twice per week

Parks Shop – 903 S. Crook Street – 1 (1.5 CY) – Twice per week

Aquatic Center – 3002 Bill Schock Blvd – 1 (1.5 CY) – Twice per week (Apr–Aug)

Prichard Auditorium – 312 W. 17th Street – 2 (2 CY, City-Owned) – Minimum once per week

Optional – Rulo Water Treatment Plant

70434 661 Ave, Rulo, NE – 1 (1.5 CY) – Once per month

Phase A Bid Form

Base Monthly Lump Sum: \$ 1000 per month

Optional Rulo WTP: \$ INCLUDED per month

PHASE B – WASTEWATER TREATMENT PLANT SPECIAL WASTE DISPOSAL

Facility: Falls City Wastewater Treatment Facility, 2307 Barada Street, Falls City, NE 68355

Material: Washed, dewatered bagged screenings and washed, dewatered grit

Estimated Quantity: Approximately 40 tons annually

Current Service: Three (3) 4 CY dumpsters serviced every other Monday (7 AM – 4 PM)

Regulatory Requirements

Contractor must comply with KDHE Special Waste Authorization 24-0661 v2.0 and all landfill requirements.

Waste must pass EPA Method 9095 paint filter test (no free liquids).

Contractor must coordinate landfill approval and complete shipment records.

Phase B Bid Form

Transportation and Disposal: \$ CITY ACCOUNT per ton

Minimum Haul Charge: \$ 330 per month

Container Rental (if applicable): \$ INCLUDED per month

PHASE C – COMMUNITY CLEAN-UP EVENTS

Two annual events (April and October) at Prichard Auditorium Parking Lot, 312 W. 17th Street.

Estimated 7–12 tons per event.

Contractor must provide containers, staffing, and proper disposal. No hazardous materials accepted.

Phase C Bid Form

All-Inclusive Price Per Event: \$ 1500- CITY ACCOUNT DUMP FEE per event

OR Roll-Off Rate: \$ N/A per container

Disposal Rate: \$ N/A per ton

Staffing Rate (if separate): \$ N/A per hour

4. GENERAL REQUIREMENTS

Contractor must be properly licensed and insured.

Missed collections must be remedied within 24-48 hours.

Renewal agreements may be offered for an additional 2 years

5. BID SUBMISSION REQUIREMENTS

Submit sealed bids clearly marked:

"Municipal Waste Services Bid – Due April 1, 2026"

City of Falls City, Attn: City Administrator

2307 Barada Street, Falls City, NE 68355

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: January 27, 2026 Phone No: 402-670-4062

Name: Kristin Maddux Email: kristinmaddux27@gmail.com

Address: 1921 Stone St, Falls City, NE 68355

Description of Topic & Desired Resolution:

I am requesting approval to serve alcohol at the Brewer Wedding,
scheduled for November 21, 2026 at Prichard Auditorium. Alcohol service
for this event will be provided through our licensed liquor vendor, Corner
Liquor. All required permits, staffing, and safety protocols will be followed
in accordance with City regulations. I am seeking formal permission from
the Council to proceed with alcohol service for this event.

Signature of Requester: 

For City Use only
Received by: _____ Date: _____
Action Taken: _____

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: Prichard Auditorium

Event address/location: 312 W. 17th St, Falls City, NE 68355

Event date(s): 11/21/2026

Event start time(s): 6:00pm

Event end time(s): 11:00pm

Indoor area to be licensed in length & width: 126' X 72'

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


Alternate dates/times: None

Alternate location name/location: None

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Sean Frederick Event contact phone number: 402-801-0177

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

FAIRVIEW REPLAT LOTS 1, 2 & 3

FALLS CITY, RICHARDSON COUNTY, NEBRASKA.

LEGAL DESCRIPTION

TRACTS 1, 2, 3, 3A AND 3B AS RECORDED IN BOOK 196 AT PAGE 115 EXCEPT FOR STATE HIGHWAY RIGHT OF WAY AS RECORDED IN BOOK 171 AT PAGE 83, ALL BEING PART OF THE NE 1/4 SE 1/4 AND PART OF THE SE 1/4 SE 1/4, ALL BEING IN SECTION 15, TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE 6TH P.M., RICHARDSON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE S87°02'02"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID TRACT 3, 655.93 FEET TO THE SW CORNER OF SAID TRACT 2; THENCE S86°03'33"W ON THE SOUTH LINE OF SAID TRACT 1, 32.74 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 73; THENCE N33°14'48"W ON SAID RIGHT OF WAY LINE, 630.88 FEET; THENCE N56°45'01"E ON SAID RIGHT OF WAY LINE, 84.90 FEET; THENCE N33°07'25"W ON SAID RIGHT OF WAY LINE, 322.83 FEET TO THE NORTH LINE OF SAID TRACT 1; THENCE N79°01'28"E ON SAID NORTH LINE, 30.25 FEET TO THE SE CORNER OF SAID TRACT 3A; THENCE N20°00'00"W ON THE WESTERLY LINE OF SAID TRACT 3A, 186.19 FEET TO THE NW CORNER OF SAID TRACT 3A; THENCE N70°40'14"E ON THE NORTH LINE OF SAID TRACTS 3 AND 3A, 232.40 FEET; THENCE N03°27'34"W, 302.41 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE S65°22'42"E ON SAID RIGHT OF WAY LINE, 328.71 FEET TO THE NORTHEAST CORNER OF SAID TRACT 3; THENCE S65°20'46"E ON SAID RIGHT OF WAY LINE, 671.22 FEET TO THE EAST LINE OF THE SE 1/4 OF SAID SECTION 15; THENCE S03°17'28"E ON SAID EAST LINE, 1047.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.30 ACRES.

DEDICATION and APPROVAL

We the undersigned, being the owners of the land described in the Certification shown above, hereby publicly state that the subdivision of the said tract as it appears on this replat and titled "FAIRVIEW REPLAT, LOTS 1, 2 & 3, RICHARDSON COUNTY, NEBRASKA" is in accordance with our desires and made with our free consent. We further dedicate the streets and easements as shown on this plat and all existing easements for the public use and for the construction and maintenance of utilities.

Megan Stamber
OWNER:

STATE OF NEBRASKA
JSS
COUNTY OF RICHARDSON

On this 27 day of April, 2026, before me, the undersigned Notary Public, personally appeared the above signed, known to me and executed the above dedication as their voluntary act and deed.

Notary Public: *Megan Stamber* My commission expires: 06/30/2027

GENERAL NOTARY - State of Nebraska
MEGAN STAMPER
My Comm. Exp. June 30, 2027

APPROVAL OF THE CITY PLANNING COMMISSION OF FALLS CITY, NEBRASKA
This FAIRVIEW REPLAT, LOTS 1, 2, & 3, was approved by the City Planning Commission of Falls City, Richardson County, Nebraska, on this 27 day of April, 2026.

Lee Kumpkewitz
Chairman, Planning and Zoning Commission

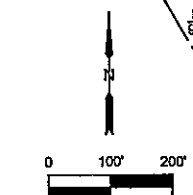
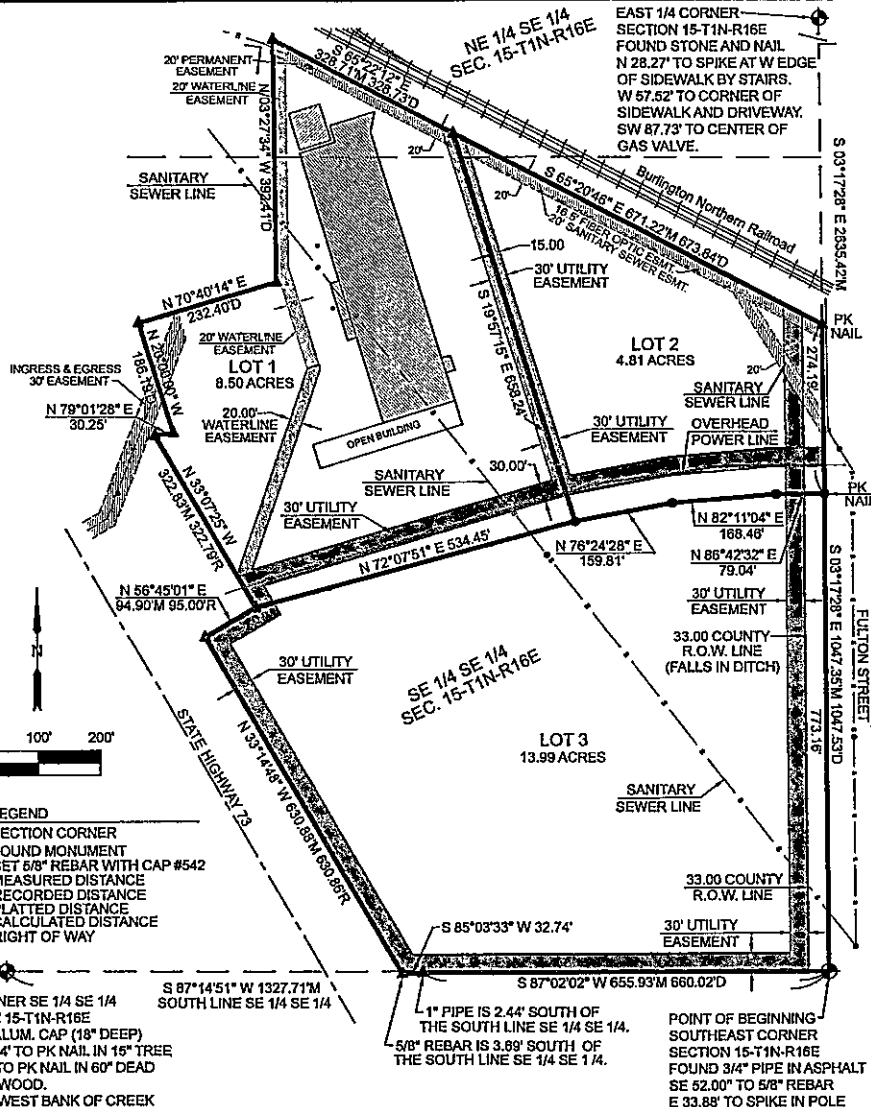
APPROVAL OF THE CITY COUNCIL OF FALLS CITY, NEBRASKA
This FAIRVIEW REPLAT, LOTS 1, 2 & 3, was approved and accepted by the City Council of Falls City, Richardson County, Nebraska, on this _____ day of _____, 2026.

Mayor

CERTIFICATION
I, Robert M. Tichy, a Registered Land Surveyor in the State of Nebraska, hereby certify that the following described property has been surveyed by me and is known as FAIRVIEW REPLAT, LOTS 1, 2 & 3, FALLS CITY, RICHARDSON COUNTY, NEBRASKA.

Dated this 13th day of April, 2026.

Robert M. Tichy
Robert M. Tichy R.L.S. #542



- LEGEND**
- ◆ SECTION CORNER
 - ▲ FOUND MONUMENT
 - SET 5/8" REBAR WITH CAP #542
 - M MEASURED DISTANCE
 - R RECORDED DISTANCE
 - P PLATTED DISTANCE
 - C CALCULATED DISTANCE
 - R.O.W. RIGHT OF WAY

FAIRVIEW REPLAT PARCELS 1, 2 & 3 NE 1/4 SE 1/4, SE 1/4 SE 1/4 SECTION 15-T1N-R16E	FALLS CITY RICHARDSON COUNTY, NE APRIL 13, 2026	TICHY LAND SURVEY CO. 63264 709 RD. HUMBOLDT, NE 68376 402-657-6832 tichylandsurveyco@gmail.com
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CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of April __, 2026 ("Effective Date"), by and between Tenaska, Inc., a Delaware corporation ("Tenaska"), the City of Falls City, Nebraska, a municipal corporation ("City"), and Nebraska Rural Generation, LLC, a Missouri limited liability company ("NRG"). Each of Tenaska, the City, and NRG is referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Tenaska, the City, and NRG desire to investigate and discuss the possibility of pursuing a business transaction between them and/or between their respective affiliates relating to developing gas fired generation to support data center load (such transaction, investigation and discussion, the "Purpose"); and

WHEREAS, Tenaska, the City, and NRG each desire to allow the other Parties to review certain proprietary information in furtherance of the Purpose.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Parties hereto agree as follows:

1. As used herein "Confidential Information" means all data and information of whatever kind or nature, whether verbal or written, given by whatever means by one Party or its Representatives to another Party or its Representatives in connection with the Purpose. Each Party furnishing the Confidential Information is referred to as a "Disclosing Party" and each Party receiving the Confidential Information is referred to as a "Receiving Party."
2. Except (i) as required by Law (as defined below) and (ii) as permitted pursuant to the second paragraph of this Section 2, Receiving Party (a) will not in any way disclose, reveal or furnish any Confidential Information to any person or entity other than the directors, officers, employees, agents, attorneys, auditors, actual and potential insurers, consultants and advisors of Receiving Party and its affiliates (collectively, "Representatives") who are directly participating in the Purpose and (b) will not use the Confidential Information for any purposes other than in furtherance of the Purpose. Receiving Party agrees that its Representatives will be directed to treat the Confidential Information as confidential and will be caused by Receiving Party to observe the terms and conditions of this Agreement (or obligations of confidentiality at least as strong as those set forth in this Agreement). Receiving Party shall be responsible for any breach of this Agreement caused by any of its Representatives.

Each Party (as a Receiving Party) to this Agreement may disclose, solely to the extent necessary in support of the Purpose, Confidential Information of another Party to this Agreement (as a Disclosing Party) to any other Party to this Agreement without the original Disclosing Party's prior written consent, and any such Confidential Information shall be deemed to have been disclosed by such original Disclosing Party to such other Party to this

Agreement. Each Party (as a Disclosing Party) agrees to enforce the terms of this Agreement directly against the party who is alleged to have breached the terms of this Agreement and not against any other Party. For clarity, the Parties agree that each Party will be severally, and not jointly, liable for its own acts and omissions hereunder and not the acts or omissions of any other Party to this Agreement.

3. Confidential Information does not include:
 - a. information that at the time of disclosure is, or without breach of this Agreement by a Receiving Party or its Representatives thereafter becomes, available to the public by publication or otherwise; or
 - b. information that a Receiving Party can show was in its possession at the time of disclosure by Disclosing Party free from any obligation of confidentiality to Disclosing Party or any third party; or
 - c. information received from a third party without restriction as to use or disclosure unless the Receiving Party has actual knowledge that the third party is subject to a confidentiality obligation prohibiting disclosure of such information; or
 - d. information which was or is independently developed by a Receiving Party or its Representatives without reliance upon Confidential Information.

4. If a Receiving Party or its Representatives are required by applicable law or regulation or regulatory, administrative or legal process, including, without limitation, the public records laws of the State of Nebraska, the open meetings act of the State of Nebraska, by oral questions, interrogatories, requests for information, subpoena of documents, civil investigative demand or similar process, or the rules and regulations of the Securities and Exchange Commission or any stock exchange having jurisdiction over Receiving Party or its Representatives (collectively, "Law") to disclose any Confidential Information to any third party ("Required Disclosure"), Receiving Party agrees that it will, to the extent practicable and legally permissible, provide Disclosing Party with prompt notice of such Required Disclosure to permit Disclosing Party to seek an appropriate protective order or other remedy. Receiving Party will cooperate reasonably with the efforts of Disclosing Party to obtain such a protective order or other remedy, at the sole cost and expense of Disclosing Party. If, in the absence of a protective order or other remedy, Receiving Party or its Representatives are obligated to make such Required Disclosure, Receiving Party and its Representatives may make such Required Disclosure without breach or liability under this Agreement. Receiving Party and such Representatives shall use commercially reasonable efforts to obtain from the party to whom Required Disclosure is made reliable assurances that confidential treatment will be accorded to the Confidential Information disclosed.

5. Receiving Party agrees that, if requested by Disclosing Party, Receiving Party will, at Receiving Party's option, either promptly destroy or return to Disclosing Party all documents or other written material containing Confidential Information and will direct its Representatives to do so; provided that Receiving Party and its Representatives may retain copies of Confidential Information that are (a) electronically stored or backed-up by Receiving Party or its Representatives for routine IT security, (b) incorporated in the

ordinary course in any written board or decisional materials, or (c) required to comply with legal or regulatory requirements or bona fide document retention policies, which Confidential Information shall remain subject to the terms of this Agreement.

6. Disclosing Party does not make any representation or warranty as to the accuracy or completeness of any information that is provided. Disclosing Party shall have sole discretion as to what information it will disclose pursuant to this Agreement.
7. This Agreement shall be deemed governed by and interpreted in accordance with the laws of the State of Nebraska without regard to its conflicts of law principles and any proceeding hereunder shall be brought either in the District Court of Douglas County, Nebraska, or in the U.S. District Court of Nebraska. EACH PARTY IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT.
8. The Parties agree that monetary damages are an insufficient remedy for any actual breach of this Agreement. Disclosing Party is entitled to injunctive relief, without the necessity of posting a bond or other security, to enjoin any use or disclosure of its Confidential Information in breach of this Agreement and to pursue all other rights and remedies available at law or in equity for a breach.
9. This Agreement shall terminate on the second anniversary of the Effective Date, unless sooner terminated by a Party by written notice to the other Party; provided, however, that all obligations and duties hereunder shall continue to apply with respect to any Confidential Information disclosed prior to termination for a period of two (2) years. The provisions of this Agreement shall survive termination to the extent required to enforce the duties and obligations hereunder.
10. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. No amendments, modifications or waivers of this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each Party.
11. Nothing in this Agreement shall be construed in any way as obligating any Party to enter into any further agreement or negotiation with any other Party or to obligate any Party to refrain from entering into an agreement or negotiation with any other person. Each Party agrees that the other Parties shall not be obligated or committed in any way to proceed with the Purpose or any other transaction unless and until a formal written agreement with respect thereto is executed by an authorized representative of each such Party.

Signature Page Follows.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

TENASKA, INC.

By: _____
Name: Christopher Hemschot
Title: Vice President

CITY OF FALLS CITY, NEBRASKA

By: _____
Name: Mark Harkendorff
Title: Mayor

NEBRASKA RURAL GENERATION, LLC

By: _____
Name:
Title:



Mayor and City Council Members,

I am providing an update on the replacement of the Grind Hog unit at the Wastewater Treatment Plant, procured through JCI under Quote SEQT-12XVZBFN (Purchase Order 51679).

The existing Grind Hog was installed in 2015 to replace the original comminutor and has operated continuously for approximately 11 years. City staff removed the unit and it was sent to JCI for evaluation. JCI disassembled and inspected the unit at their shop to determine if rebuilding was feasible. Based on their assessment and as documented in their report, the unit exhibited excessive wear and damage, making repairs impractical and not cost-effective.

Given the critical role this equipment plays in plant operations, the replacement was initiated as an emergency purchase in accordance with the City's Purchase Policy. The Grind Hog is essential for several reasons:

- It reduces the need for staff to manually clean bar screens, improving safety by limiting entry into a confined and hazardous area.
- It protects downstream pumps and equipment from damage caused by debris.
- It is necessary to maintain compliance with the City's NPDES permit requirements.

The replacement unit was ordered on April 20, 2026, with an estimated lead time of 10-12 weeks. Staff will coordinate installation upon delivery to ensure minimal disruption to plant operations.

Maintaining continuous and reliable operation of this equipment remains a priority for both personnel safety and regulatory compliance. We will continue to monitor progress and provide updates as the project moves forward.

Please let me know if you have any questions or would like additional information.

Sincerely,

Trevor Campbell
Public Works Director

Stuff the Wastewater Operators have to rake, scoop and carry out of the influent pit daily until the grind hog is replaced.







AS-FOUND REPORT

4/1/2026

CITY OF FALLS CITY

JCI Production #:
Equipment:
Customer Asset#:

5079920
Grind Hog
Falls City

AS-RECEIVED INSPECTION SUMMARY:

Unit was sloppy upon arrival. Took motor off.

MOTOR: the motor failed Megg test. Disassembled and found contaminated oil in the seal chamber. Also found the leads shorted in the Junction box. Visible damage to leads on motor and on the incoming leads. ODE bearing housing fit is out of tolerance. All other bearing fits are in tolerance. All the other measurements are also in spec. Did pass surge test but assuming windings took damage during arc in j box. Recommending rewind, machine bearing fit to spec, and Standard rebuild.

GEARBOX: the box was free to spin but was noise and output shaft had a lot of play side to side. Opened up and grease was very rusty. Gears appear to be in good condition. Rollers and pins are in good condition. The bearings in the gear area of box looked to have wear but were not in terrible condition. The adapter from gearbox to grinder had sustained a lot of damage. All the bearings in this portion were worn heavily worn and allowed both shafts to have play and almost wore down the entire key in keyway of the stub shaft. Also damaged the housing fits as they measured out of spec. The cooling fan is also cracked and needs replaced. Recommending stub shaft replaced, bearing housings on adapter machine to fit, lip seal spacer on output shaft, spacers for eccentric bearings

GRINDER: unit is damaged beyond repair. Replacement is recommended

Equipment

Customer Asset
<TEXT>

Model

JCI Production
<TEXT>



Equipment

Customer Asset
<TEXT>

Model

JCI Production
<TEXT>

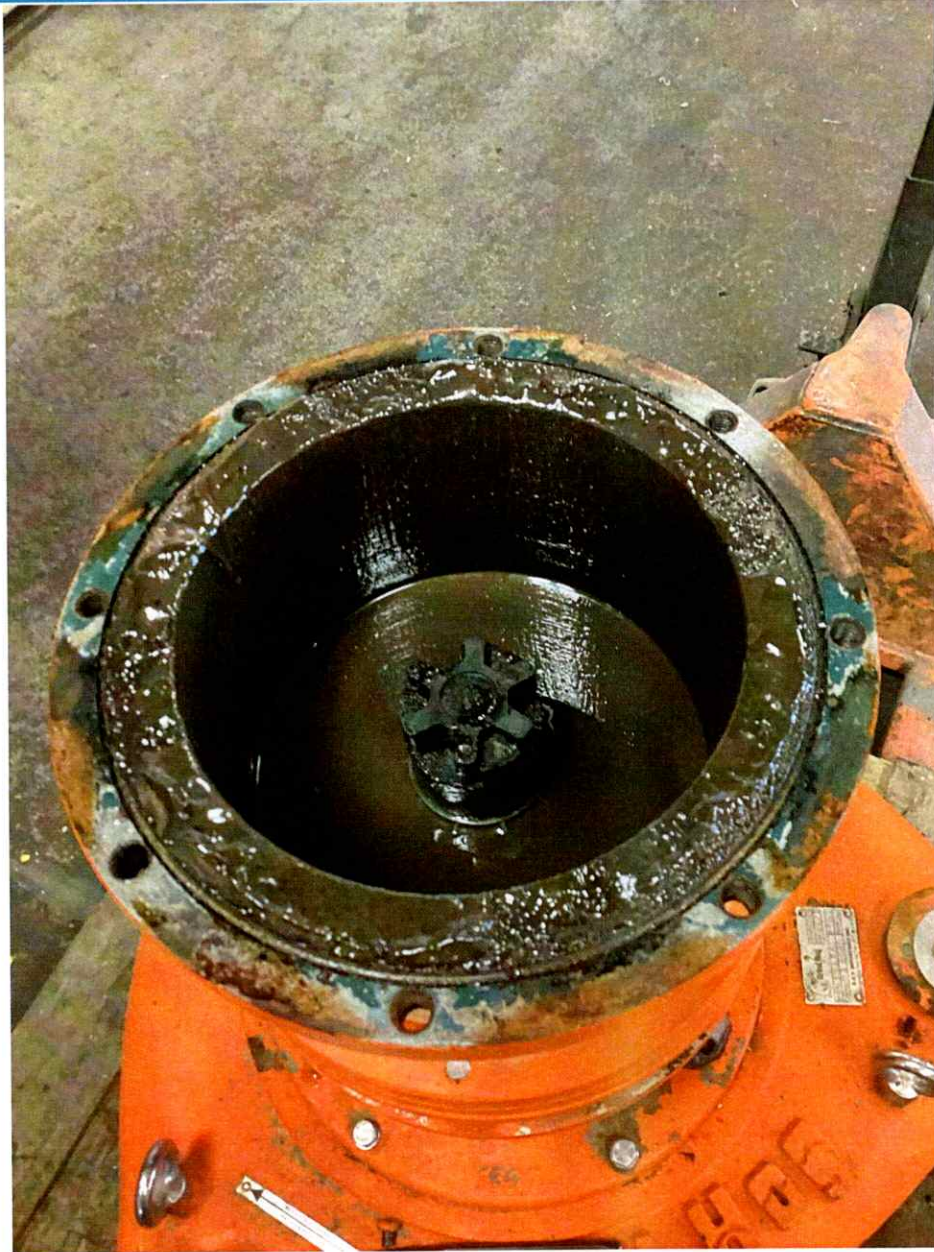


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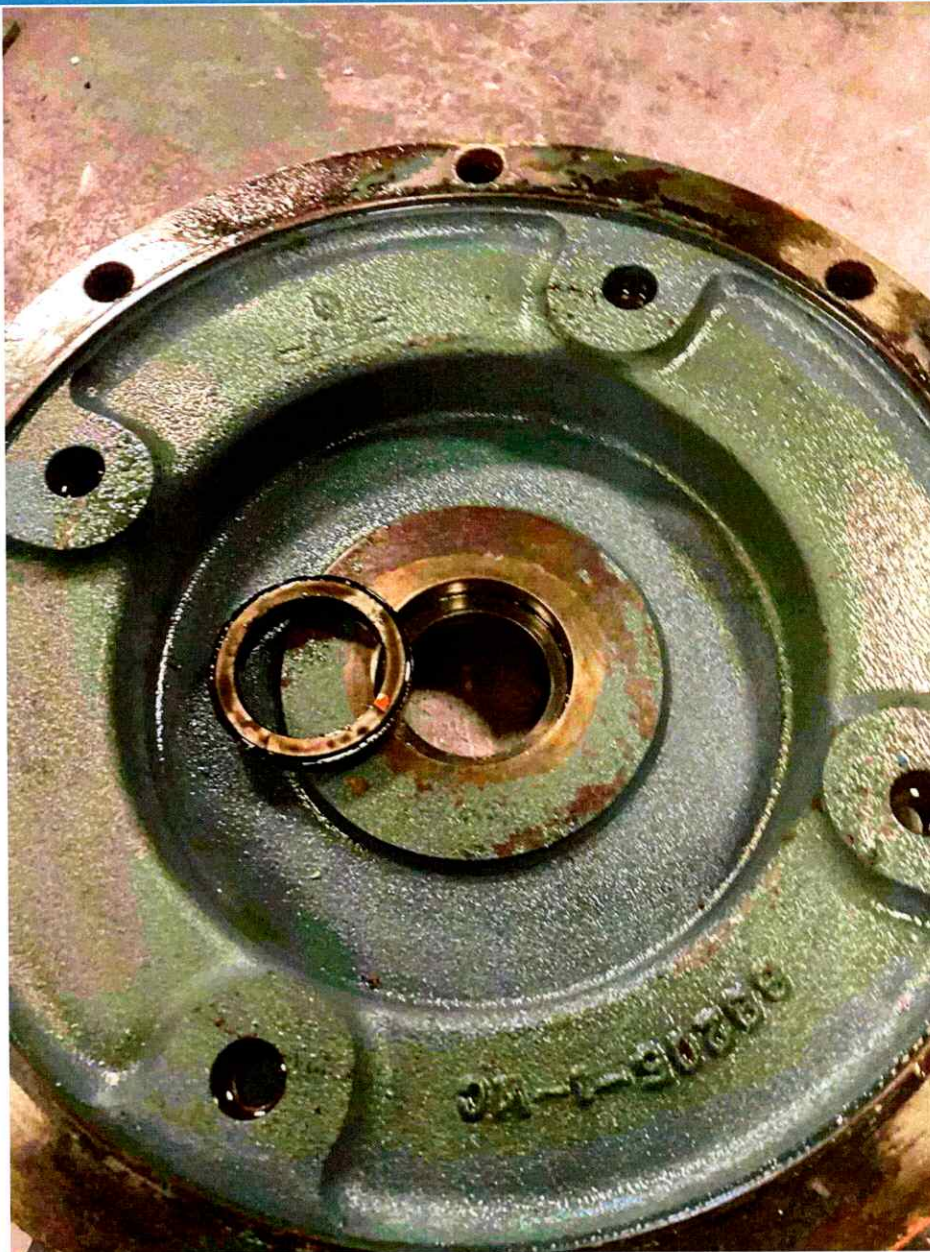
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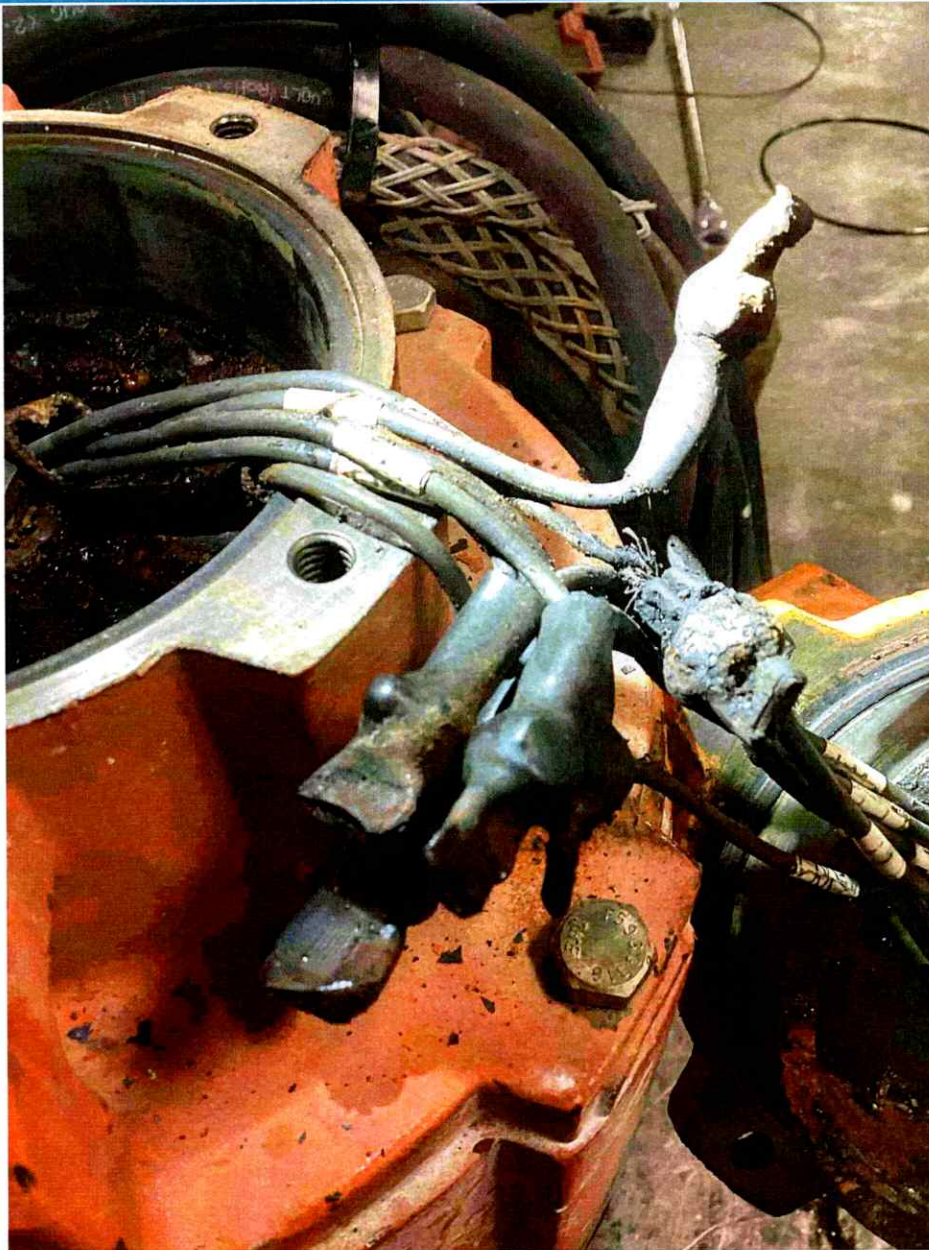
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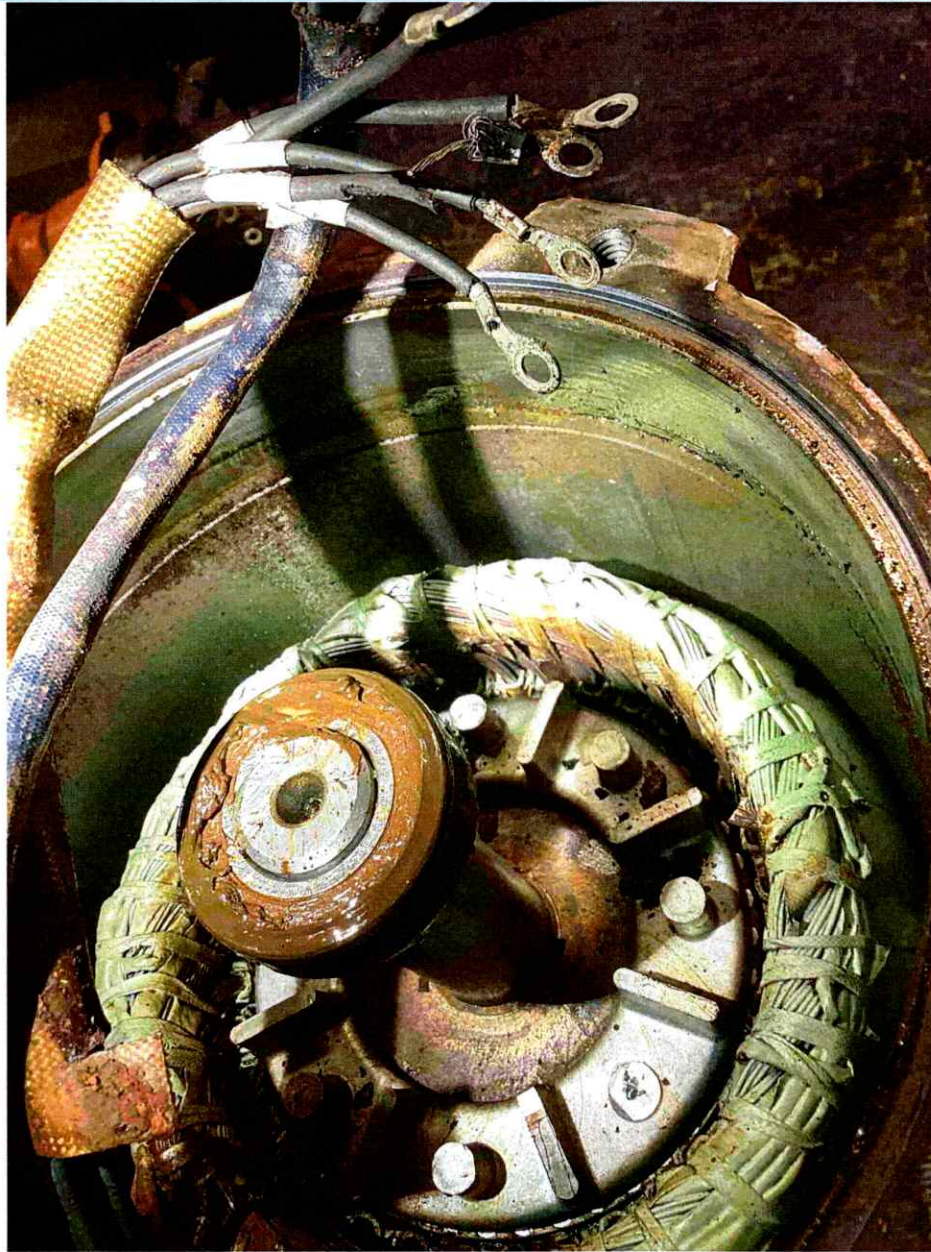
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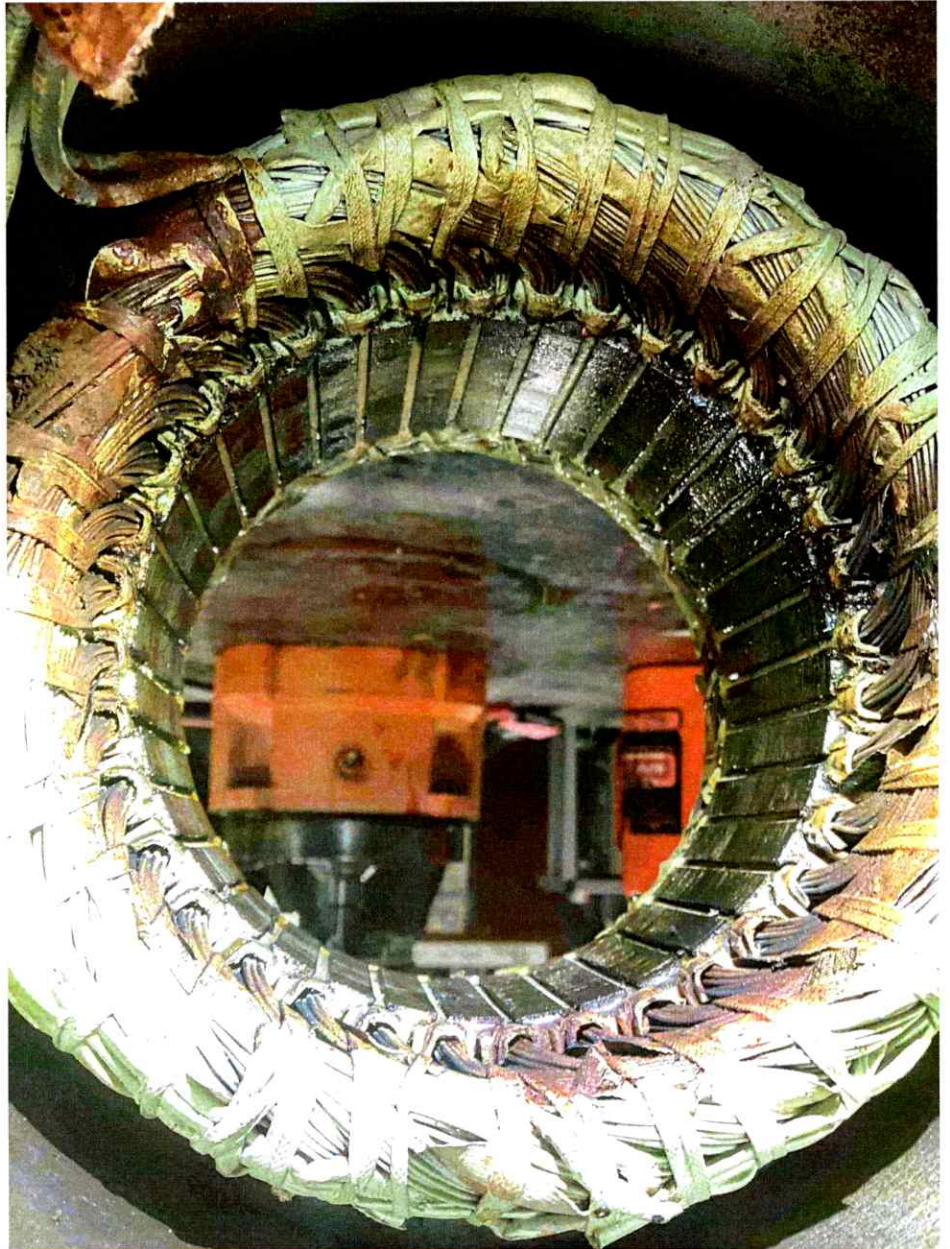
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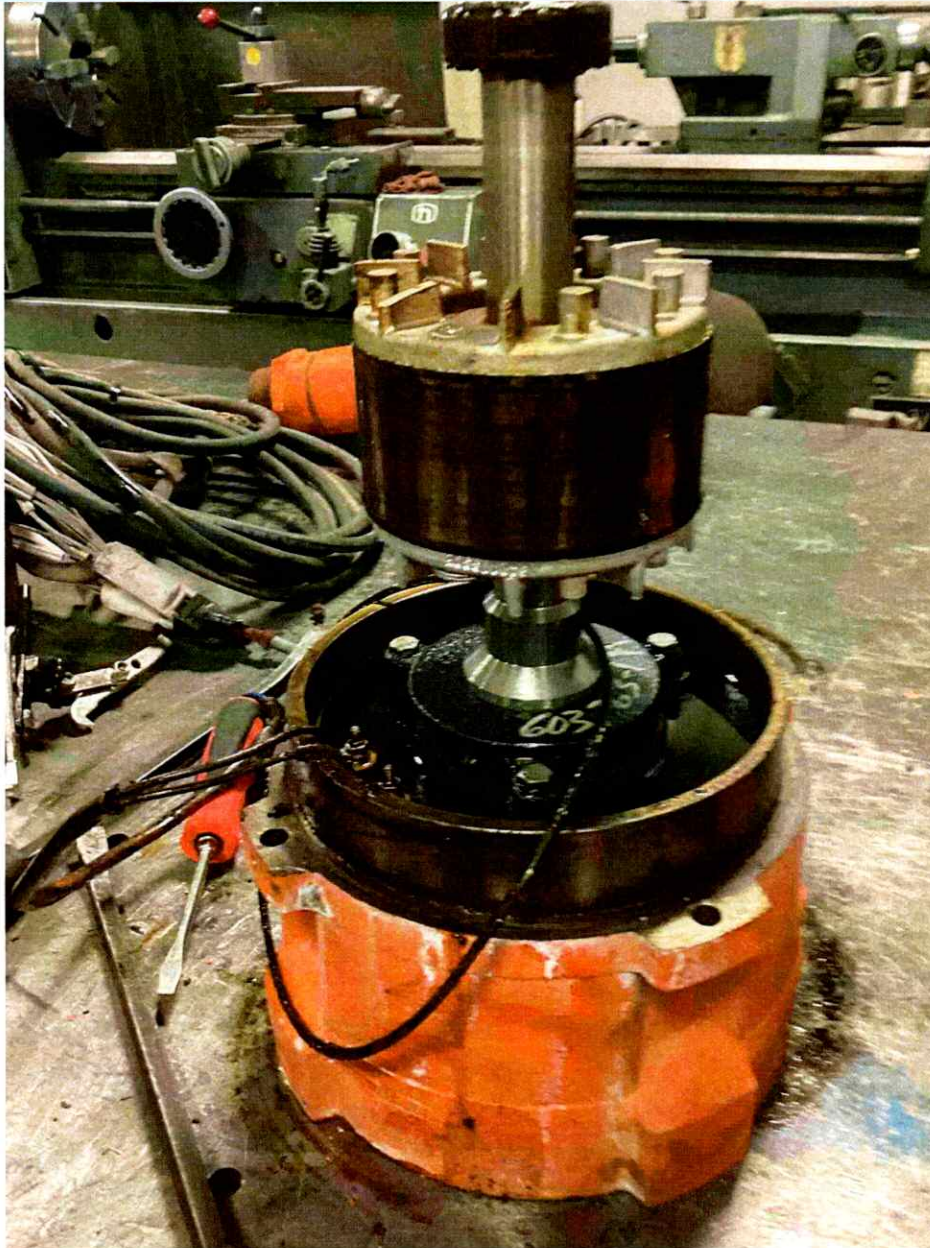


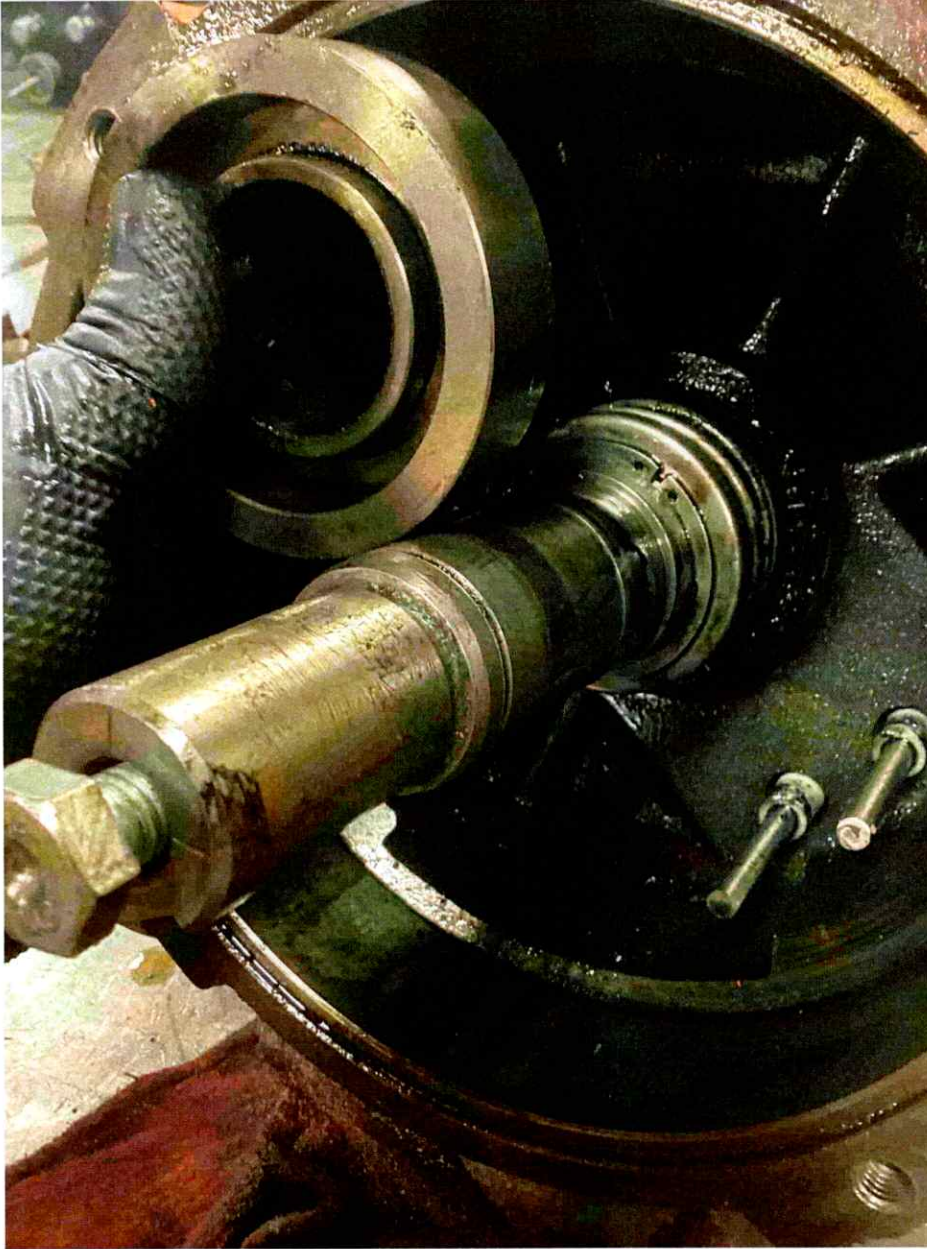
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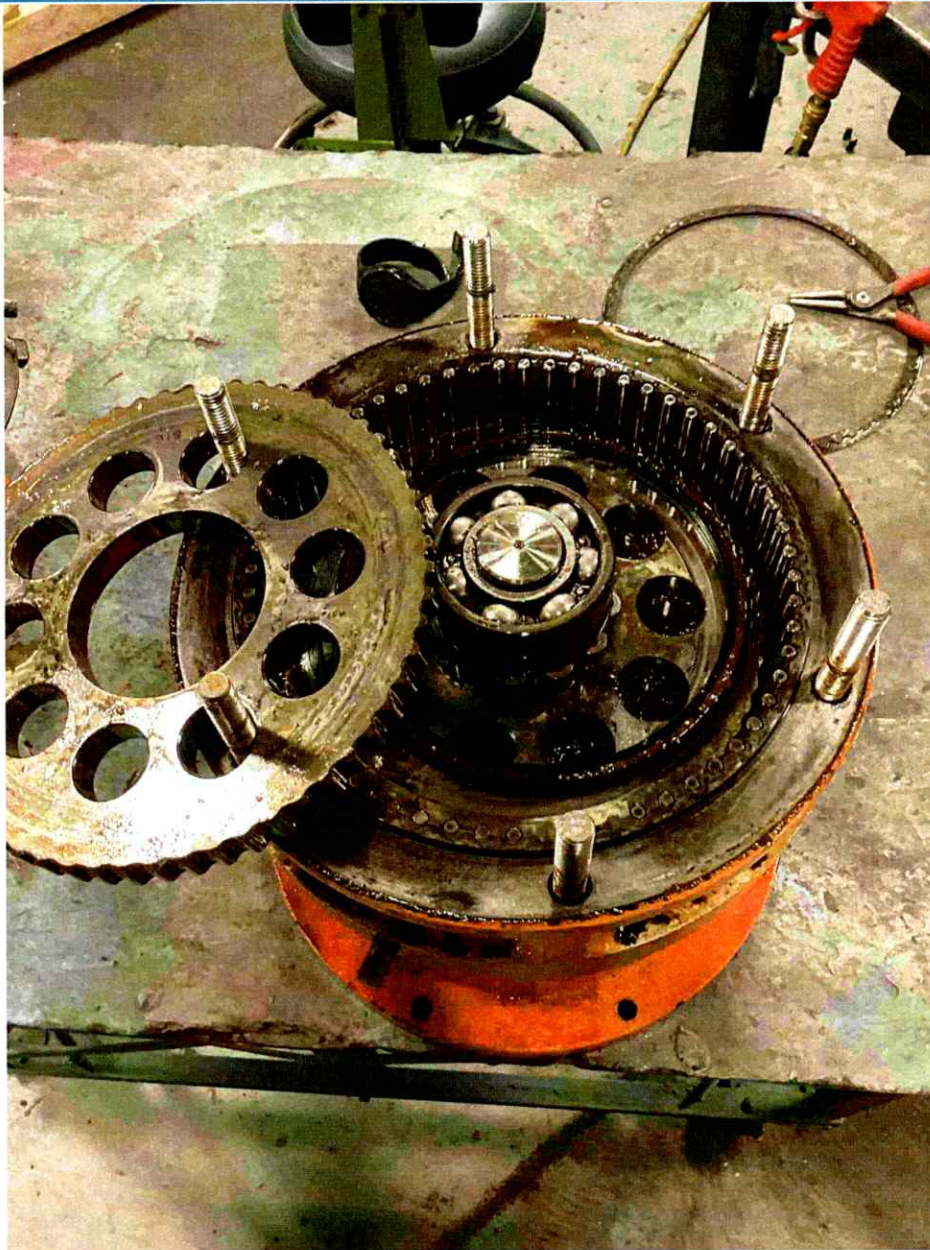
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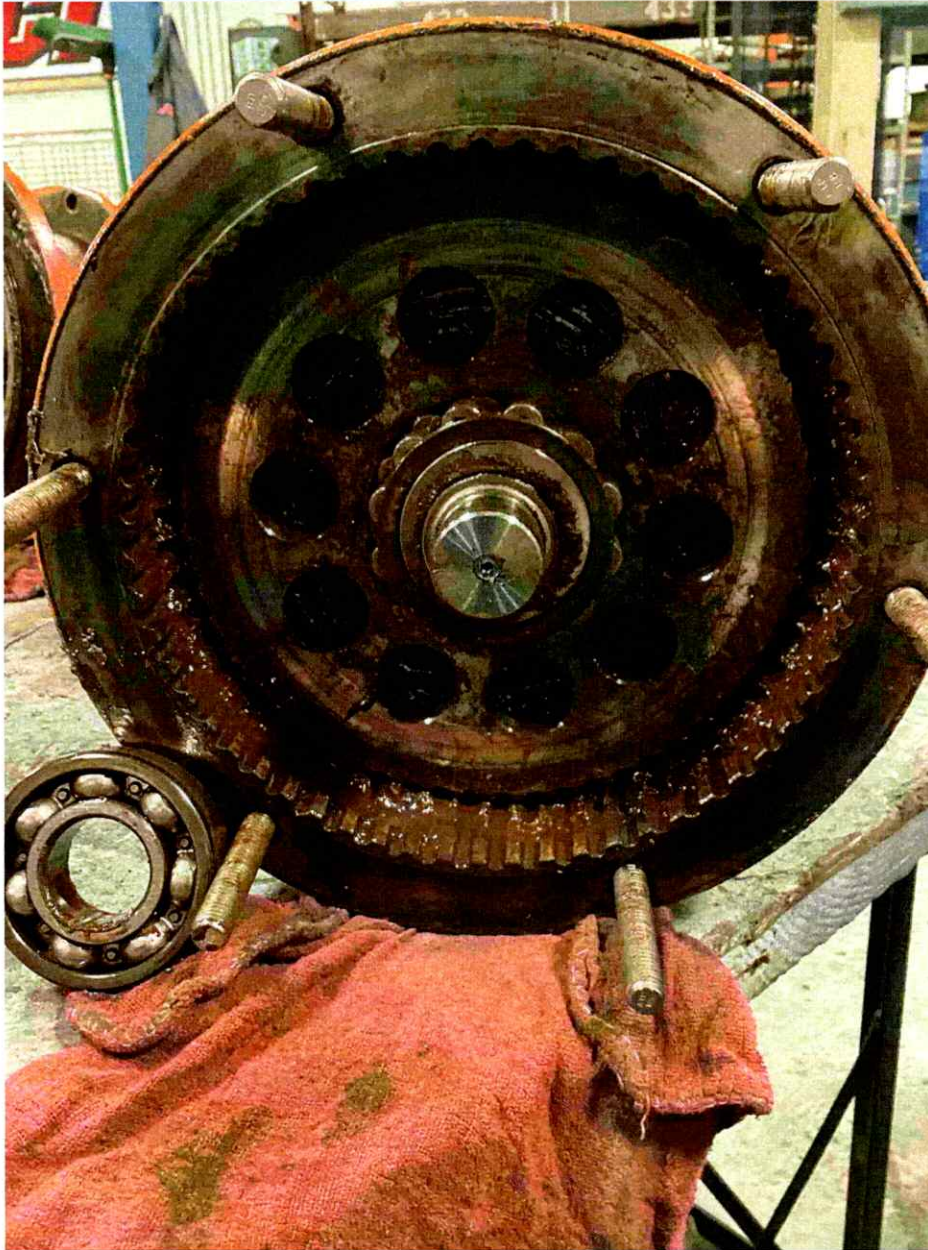
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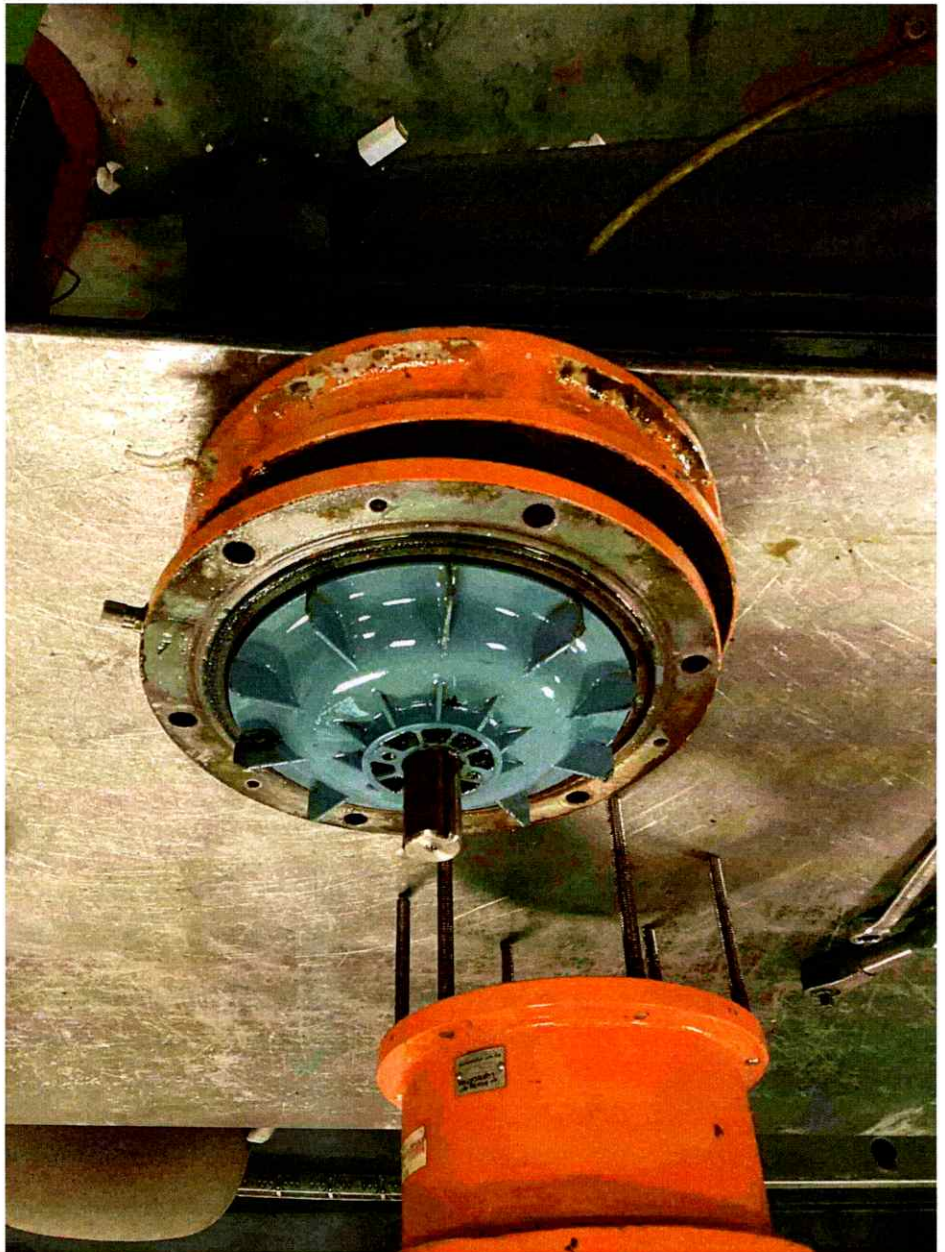
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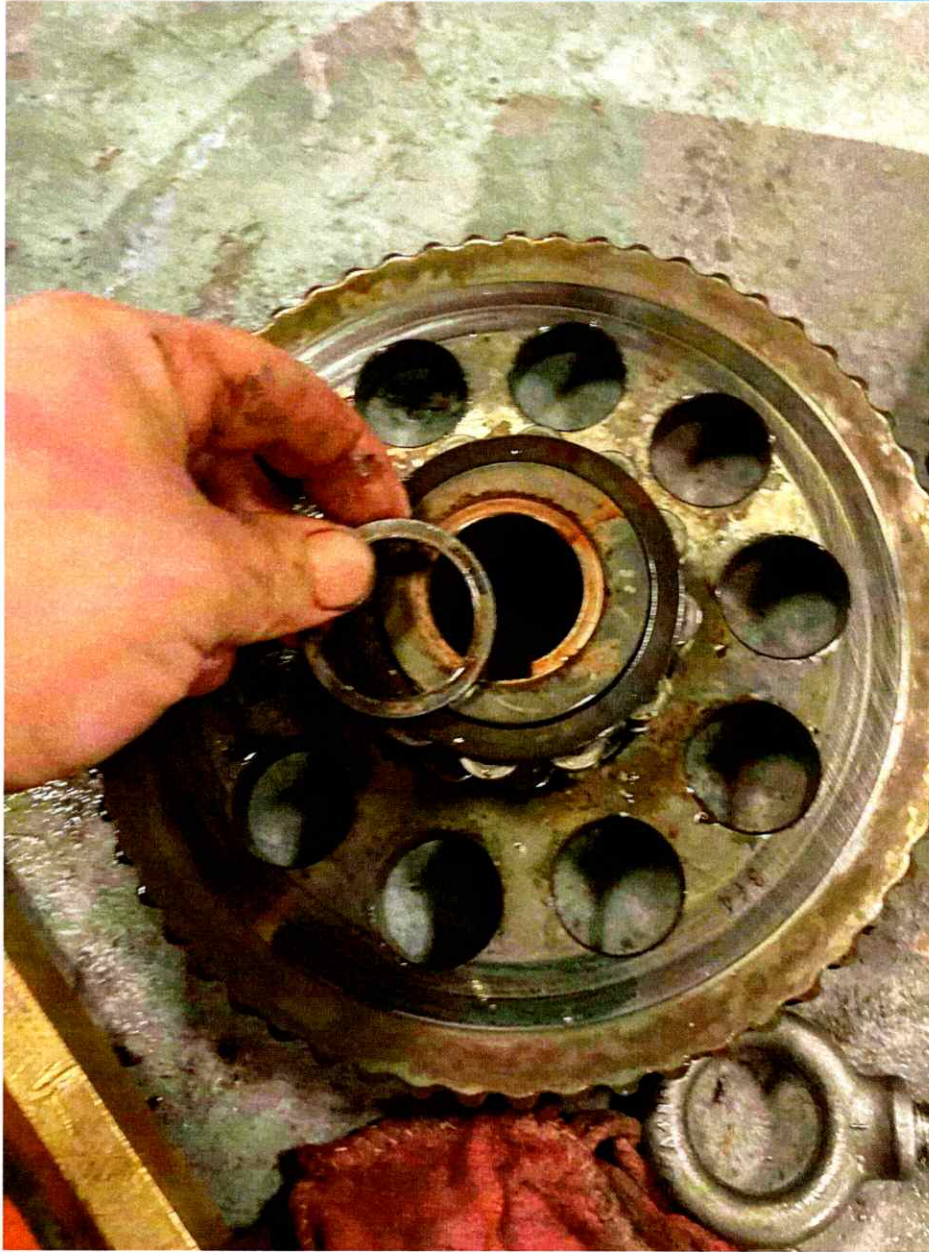
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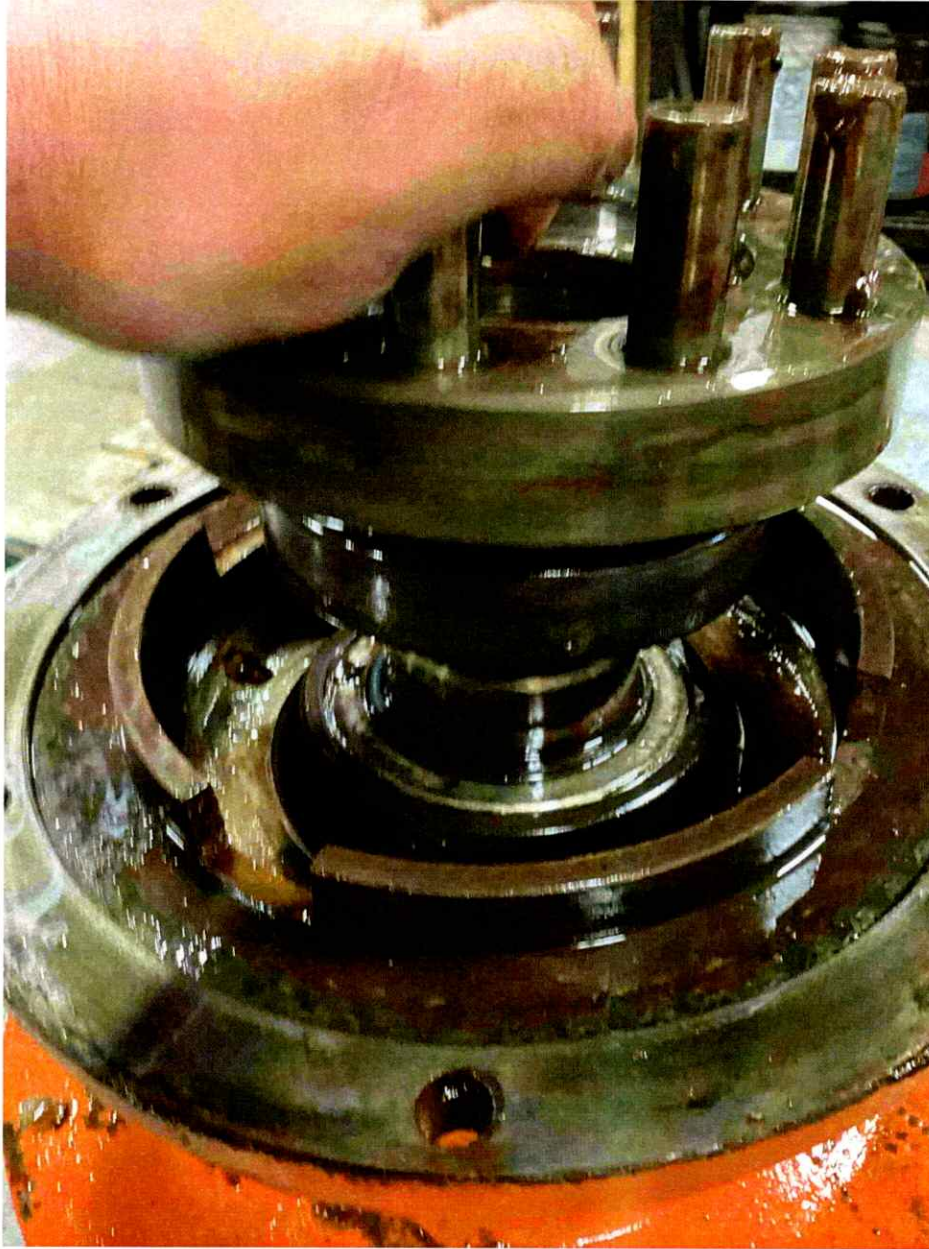


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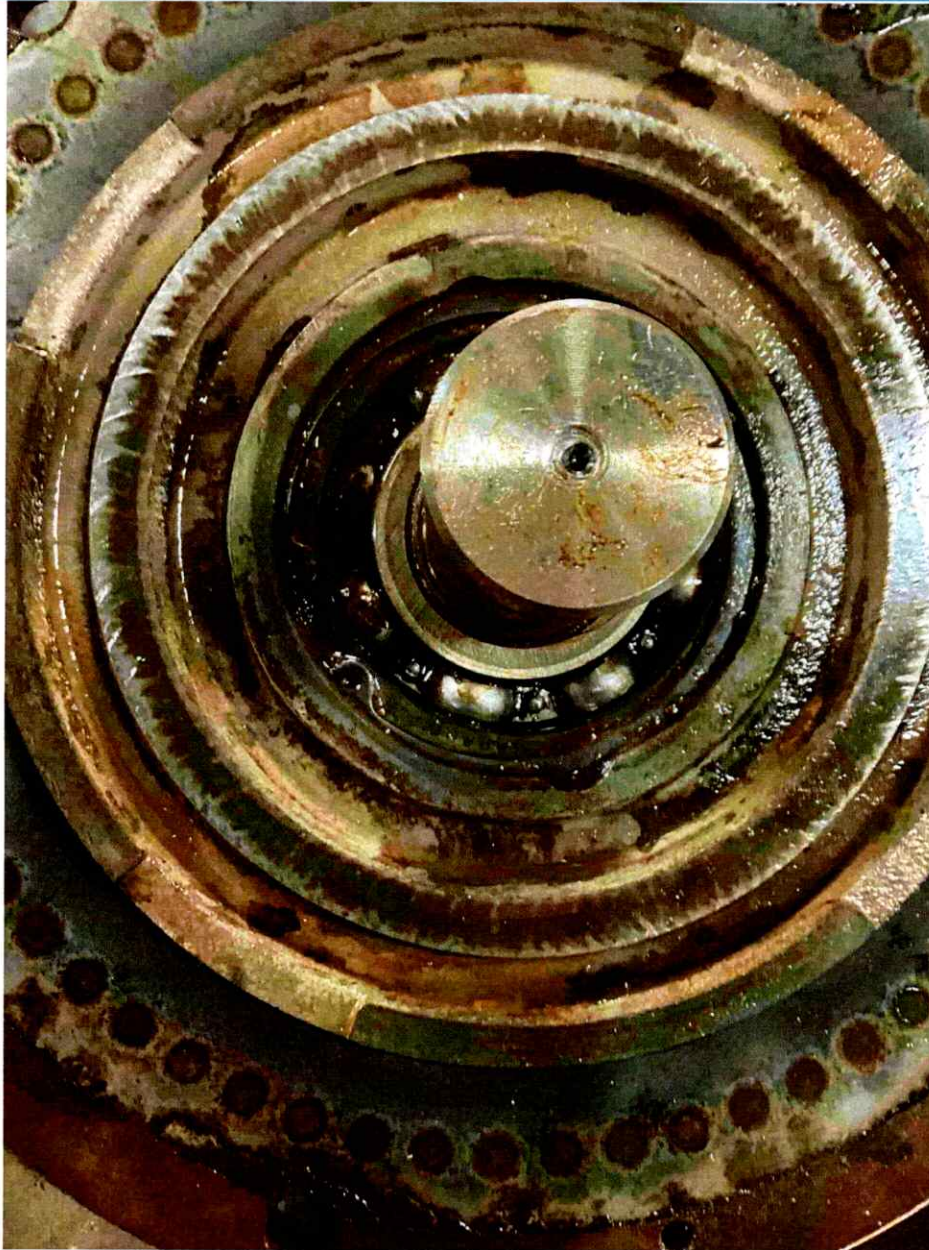
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JCI Industries, Inc.
 520 W. O St.
 Lincoln, NE 68528
 Tel: 800-366-7867

www.jciind.com

Friday, April 17, 2026

SEQT-12XVZBFN

Item	Description	Qty	Unit Price	Subtotal
1.00	GRIND HOG 16ASX Complete W/Baldor Sub. XP C-I-A Motor 1 ½ HP, 460/3/60, Frame 180TY, Flange 180TY 25' Power & Control Cable, Clockwise Rotation LEAD TIME: 10 -12 WEEKS	1	\$79,910.25	\$79,910.25

Pricing does not include shipping and handling,
shipping will be prepaid and added to the invoice.

Pricing does not include shipping and handling, shipping will be prepaid and added to the invoice.

\$79,910.25

Terms & Conditions	
Lead Time See Above	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.



CITY OF FALLS CITY
 2307 Barada Street
 Falls City, NE 68355
 PH: (402) 245-2851
 FAX: (402) 245-2741

PURCHASE ORDER

PO Number: PO51679

Date: 04/20/2026


Requisition #: REQ02524

Vendor #: Sewer-452

ISSUED TO: JCI INDUSTRIES. INC
 PO BOX 411114
 KANSAS CITY, MO 64141

SHIP TO: Falls City Wastewater Treatment Plant
 Attn:Plant Manager
 70468 652 Avenue
 Falls City, NE 68355

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 Replacement-Grind hog 16ASX, Quote SEQT-12XVZBFN	630-07-64-52096		79,910.25	79,910.25

Authorized by: 
 City Administrator

SUBTOTAL:	79,910.25
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	79,910.25

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
CIVIC AND COMMUNITY CENTER FINANCING FUND
ASSISTANCE AWARD CONTRACT NO. 26-03-086**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Falls City, Nebraska ("Recipient"), upon the date of signature by both parties.

RECITALS:

A. The Nebraska Civic and Community Center Financing Act ("Act"), found in Neb. Rev. Stat. §13-2701 through §13-2710, was enacted to support the development of civic, community, and recreation centers throughout Nebraska that foster the maintenance or growth of communities. To provide funding for these development activities, the Act created the Civic and Community Center Financing Fund ("Fund") and directed the Department to award and administer grants of funds ("Act Funds") to eligible recipients. The requirements of the Act are incorporated herein by this reference.

B. The Recipient has submitted an application and all of the necessary supplementary materials (collectively, the "Application"). The Application sets forth a project involving amphitheater park improvements for Falls City, Nebraska ("Project"), which is an activity that is eligible for assistance under the Act.

C. The Project was conditionally approved by the Department in accordance with the Act, and Act Funds were subsequently appropriated by the Nebraska Legislature for use on the Project. Because Act Funds were appropriated by the Legislature, the grant of assistance to the Recipient is considered finally approved, and this grant agreement is intended to govern the Department's administration of Act Funds disbursed to the Recipient for the Project.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount and Initial Disbursement of Act Funds; Matching Funds.

The Department will disburse Act Funds to the Recipient for the Project in a total amount not to exceed the lesser of: Two Hundred Sixty-Five Thousand Dollars (\$265,000), or fifty percent (50%) of the actual cost of construction, renovation, or expansion of the Project.

The Department will disburse fifty percent (50%) of the award of Act Funds for the Project to the Recipient after the Department receives a fully executed grant agreement. The

remaining fifty percent (50%) of the award of Act Funds will be disbursed as reimbursement for costs incurred in completing the Project.

Matching funds from local sources (as required by the Act) must be contributed to the Project prior to disbursement of Act Funds. The matching funds must be at least equal to the amount of Act Funds requested and at least fifty percent (50%) must be in cash.

§1.02 Period of Performance and Contract Term.

The Period of Performance for Recipient, meaning the time during which the Recipient may incur new obligations to carry out activities under this Agreement, pursuant to the requirements of §1.03 Use of Act Funds, shall begin on March 31, 2026 and shall terminate on March 30, 2028 ("Termination Date"). Under no circumstances shall obligations incurred after June 30 (of the second year of the Award) be reimbursed. All required activities, services, and deliverables, except for submission of final reports, must be completed by or before the Termination Date.

Final reports and closeout activities shall be due to the Department no later than ninety (90) days following the end of the Period of Performance (or termination, if earlier) ("Contract Term"), meaning that all final reports and closeout activities must be completed by the Recipient no later than June 30, 2028, or as otherwise approved by the Department in writing based on demonstrated progress provided by the Recipient.

§1.03 Use of Act Funds.

The Act Funds must be used solely for the purposes and as allowed and restricted by the Act and this agreement. Some specific restrictions which are applicable to the Project include, but are not limited to, the following:

- (a) Act Funds may be used for the construction, renovation, or expansion of the Project, but Act Funds may not be used for programming, marketing, advertising, and related activities.
- (b) The Project shall be required to be physically located within the Recipient's municipal boundaries or, for any city of the first class, city of the second class, or village, within the Recipient's extraterritorial zoning jurisdiction.
- (c) If the Project involves construction, renovation, or expansion, the Recipient must maintain ownership of the benefiting real property for at least five (5) years after the start of the Contract Term.

§1.04 Disbursement of Act Funds; 50% Reserve/Escrow Until Project Completed.

Disbursements of Act Funds will be made to the Recipient in the form and manner prescribed by the Department if such disbursements are determined to be in conformance with the requirements of the Act.

In order to receive disbursements, the Recipient must submit the State of Nebraska ACH Enrollment Form to the Department. For disbursements after the initial fifty percent (50%), the Recipient must provide, upon request by the Department, documentation substantiating the expenditure of Project costs and the use of adequate local matching funds for the requested disbursement.

Disbursements will be made by electronic deposit to the account designated by the Recipient on the State of Nebraska ACH Enrollment Form and in accordance with the requirements of this contract.

No more than fifty percent (50%) of the total Act Funds will be disbursed to the Recipient prior to the Department receiving a certification of the commitment and expenditure of the required minimum match or an amount of local sources equaling the total grant award. Upon a determination that Project costs have been properly documented by the Recipient and the minimum level of matching funds have been committed, the Department will disburse the remainder of the Act Funds.

§1.05 [RESERVED].

§1.06 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of the contract via this reference and by agreement of the parties.

PART II: [RESERVED].

PART III: [RESERVED].

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Recipient or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

Either party may request amendments to this contract; however, amendments will not be effective until mutually agreed to in writing by both parties.

§4.02A Period of Performance; Project Outcome/Impact Performance Reports Required.

The period of performance for Recipient, meaning the time during which the Recipient may incur obligations to carry out activities under this agreement, shall be for twenty-four

(24) months, beginning March 31, 2026 and concluding March 30, 2028 (“Period of Performance”). All of the Recipient’s performance obligations under this contract must be completed within the Contract Term. Please also see §1.02 Period of Performance and Contract Term.

To assist the Department in obtaining information on the outcomes and impacts of grant-funded projects, the Recipient must prepare and submit performance reports on the Project. All performance reports must be submitted in the form and manner specified by the Department.

Performance reports are due every six (6) months during the Contract Term and must include a narrative of the progress, Project expenditures to date, data reflecting the current status of the Project, any perceived changes to the budget for the Project, and any other information the Department may request to establish the timeliness of the Project.

The Recipient may also be required to submit interim performance reports upon request. These reports will be subject to reasonable requirements and due dates as determined by the Department.

A final performance report must be submitted to the Department no later than thirty (30) days prior to the end of the Contract Term. The report must include a final narrative on the outcome of the Project, including information on what was and was not successful in completing the Project as described in the Application, and any other Project information that may be requested by the Department. The Department may withhold up to ten percent (10%) of the Act Funds awarded under this contract until the Department receives and approves the final performance report.

All performance reports must be submitted to the Department electronically as prescribed by the Department.

Failure to provide required performance reports by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. If that happens, the Department may immediately terminate this contract, in whole or in part, and/or require repayment of any or all Act Funds disbursed to the Recipient.

§4.02B Project Outcome and Impact Performance Reports Required.

The Recipient agrees to submit complete progress, performance, financial, and compliance reports on the Project (“Reports”). The Department uses these Reports to obtain information on the outcomes and impacts of grant-funded projects and Project compliance under the Act. The Recipient must prepare and submit performance reports on the Project, including a final report. All Reports must be submitted in the form and manner specified by the Department throughout the Contract Term, unless otherwise approved by the Department in writing, or until closeout (whichever comes first).

Performance reports are due every six (6) months during the Contract Term and must include a narrative of the progress, Project expenditures to date, data reflecting the current status of the Project, any perceived changes to the budget for the Project, and any other information the Department may request to establish the timeliness of the Project. The Recipient agrees to submit performance reports until the Department notifies the Recipient of closeout.

The Recipient may also be required to submit interim performance reports upon request. These reports will be subject to reasonable requirements and due dates as determined by the Department. See also §4.04 Compliance with State and Act Regulations and Performance Monitoring.

A final performance report must be submitted to the Department no later than thirty (30) days prior to the end of the Contract Term. The report must include a final narrative on the outcome of the Project, including information on what was and was not successful in completing the Project as described in the Application, and any other Project information that may be requested by the Department. The Department may withhold up to ten percent (10%) of the Act Funds awarded under this contract until the Department receives and approves the final performance report.

All performance reports must be submitted to the Department electronically as prescribed by the Department.

Failure to provide required performance reports by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. If that happens, the Department may immediately terminate this contract, in whole or in part, and/or require repayment of any or all Act Funds disbursed to the Recipient.

§4.03 Accounting for Act Funds; Record Access.

The Recipient must account for Act Funds in a manner consistent with generally accepted accounting principles. All expenditures of Act Funds by the Recipient must be for obligations incurred in furtherance of the Project and must be supported by documentation evidencing the necessity for such expenditures. The Recipient must keep such records as the Department may require for compliance with the Act.

The Department and any other duly authorized official of the State of Nebraska must have full access to and the right to examine, audit, excerpt, or transcribe any of the Recipient's records pertaining to this contract. The records must be retained for at least three (3) years after termination of this contract.

§4.04 Compliance with State and Act Regulations and Performance Monitoring.

The Recipient must comply with all applicable state law, Act regulations, and any reasonably equivalent procedures and requirements that the Department may prescribe. In particular, the Recipient agrees to establish internal controls in order to provide the

Department with reasonable assurance that it is carrying out the Project in compliance with state statutes, regulations, and the terms and conditions of this contract.

The Recipient shall also conform with the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat. §§ 81-3401 to 81-3455), which governs the practice of engineering and architecture in the state of Nebraska in order to safeguard life, health, property, and promote the public welfare through licensing and enforcement of state statutes.

The Department may conduct performance review monitoring visits to determine compliance with this contract. Monitoring may be conducted on-site or via desktop review of materials submitted for the Department's review.

§4.05 Early Termination; Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Recipient.

This contract may also be terminated, in whole or in part, prior to the completion of Project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Recipient must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Recipient for allowable expenses incurred before the effective date of termination.

§4.06 Termination Due to Loss of Funds.

This contract may terminate, in full or in part, in the event the Department suffers a loss of funding which permits it to fund the Recipient. In such an event, the Department will provide the Recipient written notice setting forth the effective date of full or partial termination.

§4.07 Termination for Cause.

In the event:

- (a) the terms of this contract have not been, nor are anticipated to be, fulfilled within the Contract Term as stated herein (or extended by a later amendment);
- (b) the Department determines the Application contained material omissions, errors, or misrepresentations; or
- (c) the Department determines Act Funds have been used for purposes other than eligible Project activities or in a manner contrary to the requirements of the Act.

Then, the Department may revoke the grant and terminate this contract, seek repayment of Act Funds paid to the Recipient, or both. Payments made to the Recipient or recoveries by the Department will be in accordance with the legal rights of the parties.

§4.08 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Recipient is prevented from performing by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Recipient. To obtain release based on a Force Majeure Event, the Recipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.09 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) business days following deposit in the mail.

§4.10 Waivers in Writing; Severability; Assignment of Interest.

No conditions or provisions of this contract will be waived unless approved by the Department in writing.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

The Recipient may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

§4.11 Relationship of the Parties.

Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party. Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against the Recipient, its officers, or its agents will in no way be the responsibility of the Department.

§4.12 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Recipient, and the Recipient will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Recipient must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Labor registration requirements, including any registration requirements pertaining to types of business entities (e.g., sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Recipient for its records.

§4.13 State of Nebraska Non-Liability/Hold Harmless.

The Recipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Recipient or by their officials, officers, employees, agents, or associates under this contract.

§4.14 Authorization of Project Publicity and Information Sharing.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient shall inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the Project.

The Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

§4.15 Verification of Work Eligibility Status for New Employees.

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with its subcontractors. A failure by the Recipient to adhere to these requirements is a violation of the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Recipient to be in default on the contract.

§4.16 Drug Free Workplace Policy.

The Recipient acknowledges the State of Nebraska requires a Drug Free Workplace Policy on the part of the Recipient as a term and condition of contracting with the Department.

§4.17 Civil Rights Law and Equal Opportunity Employment.

The Recipient must comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. The Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin.

§4.18 Americans with Disabilities Act (ADA).

The Recipient must comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices including the reasonable accommodation of persons with disabilities in hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

§4.19 Governing Law; Binding Effect; Counterparts; Entire Agreement.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This instrument, any attachments, and those items incorporated by reference contain the entire agreement between the parties.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	RECIPIENT → CITY OF FALLS CITY, NEBRASKA
By: _____ (Director or Designee)	By: _____ (Authorized Official)
_____ (Typed or Printed Name)	Mark Harkensdoff _____ (Typed or Printed Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)