



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 March 2, 2026
3. Discussion & Action – Claims Approval for March 17, 2026
4. Discussion & Action – Treasurers Report for February 2026

OLD BUSINESS

1. Discussion – Cemetery use for Electrical Substation | Scott Hollens

REGULAR BUSINESS

1. Discussion & Action – Consider request to close the block North of Prichard Auditorium and have the city street sweeper clean the street to pressure test fire hoses to determine pass/fail | Jon McQueen – Falls City Fire Dept.
2. Discussion & Action – Approval of resolution to repeal Management Pension Plan Benefit
3. Discussion & Action – Approval of 2026 Housing Study by Marvin Planning | Lucas Froeschl – Falls City EDGE
4. Discussion & Action – Approval to transfer 1205 Harlan to the Southeast Nebraska Land Bank | Lucas Froeschl – Falls City EDGE
5. Discussion & Action – Approve City Administrator/Clerk/Treasurer as ex-officio member to the Southeast Nebraska Land Bank



**CITY COUNCIL REGULAR MEETING
MONDAY – MARCH 16th, 2026, 6:00 PM
CITY HALL - COUNCIL CHAMBERS
2307 BARADA STREET
FALLS CITY, NE 68355**

6. Discussion & Action – Approve and sign the resolution and contract amendment for the Gas Supply Agreement for the PEFA program with Clayton Energy as recommended by the Board of Public Works

7. Discussion & Action – Approval Confidentiality Agreement between the City and Tenaska Lucas Froeschl – Falls City EDGE

ADJOURNMENT

Gary Jorn, City Clerk

Falls City Police Department

Crimes and Clearance Rate

Part I Crimes

Date: February/2026

Number and Disposition of Offenses Known to the Police

UNIFORM CLASSIFICATION OF OFFENSES	OFFENSES KNOWN TO THE POLICE					OFFENSES CLEARED		
	REPORTED OR KNOWN THIS MO.	UNFOUNDED	ACTUAL OFFENSES THIS MO.	ACTUAL THIS YR TO-DATE	ACTUAL LAST YR TO-DATE	THIS MONTH	THIS YEAR TO-DATE	LAST YEAR TO-DATE
PART I								
1. Criminal Homicide								
2. Rape	2		2	2		2	2	
3. Robbery				5				
Armed – any weapon								
Strong arm – no weapon								
4. Assault	1		1	1	1	1	1	1
5. Burglary								
Forcible Entry								
Unlawful entry – no force								
Attempted forcible entry								
6. Thefts								
Pocket picking								
Purse snatching								
Shoplifting				9	38		9	38
Thefts from auto								
Thefts of auto parts & acc.								
Thefts of bicycles								
Thefts from buildings								
Thefts from coin operated machine								
All other thefts				2			2	
7. Motor vehicle theft					1			1
Autos								
Trucks and buses								
Other vehicles								
8. Arson								
Total	3		3	14	40	3	14	40

PART I % CLEARED 100% 100% 100%

Falls City Police Department

Crimes and Clearance Rate

Part II Crimes

Date: February/2026

Number and Disposition of Offenses Known to the Police

UNIFORM CLASSIFICATION OF OFFENSES	OFFENSES KNOWN TO THE POLICE					OFFENSES CLEARED		
PART II	REPORTED OR KNOWN THIS MO.	UNFOUNDED	ACTUAL OFFENSES THIS MO.	ACTUAL THIS YR TO-DATE	ACTUAL LAST YR TO-DATE	THIS MONTH	THIS YEAR TO-DATE	LAST YEAR TO-DATE
1. Other Assaults	4		4	7	8	4	7	8
2. Forgery & Counterfeiting	1		1	1			1	
3. Fraud								
4. Embezzlement								
5. Stolen Property								
6. Vandalism					13			13
7. Weapons-Possession								
8. Prostitution								
9. Other Sex Offenses					6			6
10. Narcotics Laws	9		9	9	2	9	9	2
11. Gambling Laws								
12. Offenses Against Family	11		11	13	17	11	13	17
13. Driving Under Influence	1		1	3		1	3	
14. Liquor Laws					1			1
15. Disorderly Conduct	1		1	1	18	1	1	18
16. All Other Offenses	14		14	23	12	14	23	12
TOTAL	41		41	57	77	40	57	77
PART I&II TOTAL	44		44	71	117	43	71	117

Combined Total	Part II % Cleared	98%	100%	100%
	Part I & II % Cleared	98%	100%	100%

**FALLS CITY
ANIMAL CONTROL
MONTHLY REPORT**

February, 2026

ANIMAL CALLS	ANIMALS PICKED UP	ANIMALS CLAIMED	ANIMALS ADOPTED
26	6	5	1

Animal Control



INCIDENT CODE: * - All

USER: fcy.ljones
GROUP: CODE
PRIORITY: * - All
TYPE: * - All

DATES: 2/01/2026 THRU 2/28/2026

INCIDENT CODE	NEW INCIDENTS	CLOSED	VOIDED	ACTIVE AT 2/28/2026
INCIDENT CODE: 6-105	2	1	0	1
INCIDENT CODE: 6-204	3	1	0	2
INCIDENT CODE: 6-321	1	0	0	1
INCIDENT CODE: 6-327	1	0	0	1
INCIDENT CODE: 6-333	3	1	0	2
TOTALS	10	3	0	7

March 2, 2026

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 2nd day of March 2026, at 6:00 o'clock P.M. Council met in regular session. Mayor Harkendorff called the meeting to order, and Clerk Jorn recorded the minutes of the meeting. On roll call the following Council persons were present: Buckminster, Ferguson, Fouraker, Kaster, K. Killingsworth, Leyden, Ruiz. Absent: 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 and Chief of Police were presented. No formal action was required.

AGENDA APPROVAL FOR MARCH 2, 2026

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

MINUTES APPROVAL FOR FEBRUARY 17, 2026

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

CLAIMS APPROVAL FOR MARCH 3, 2026

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

FINAL READING OF ORDINANCE 2026-100 AMENDING THE COUNCIL PRESIDENT AND ACTING PRESIDENT TERMS OF OFFICE

Clerk Jorn read the final reading of Ordinance 2026-100. Upon formal reading, a motion was made by Council person Leyden and seconded by Council person Ferguson to accept the second reading. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" F. Killingsworth. Motion carried.

CONSIDER REQUEST FOR QUALIFICATIONS/BIDS FOR AUDITING FIRMS

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

A motion was made by Council person Ferguson and seconded by Council person Leyden to approve the proposal from HBE for a period of two years. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" F. Killingsworth. Motion carried.

REVIEW AND APPROVAL OF THE 2026 RETAIL LIQUOR LICENSE RENEWALS AS PUBLISHED IN THE FALLS CITY JOURNAL

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

REQUEST FOR A SPECIAL DESIGNATED LIQUOR LICENSE FOR MARCH 21, 2026 AT PRICHARD AUDITORIUM | ALYSSA FINCK

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

CONSIDER SOLICITATION FOR TREE MAINTENANCE RFP | BRIAR BURR – PARKS & RECREATION DIRECTOR

Following discussion, a motion was made by Council person Leyden and seconded by Council person Ferguson to approve the solicitation for tree maintenance RFP as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" F. Killingsworth. Motion carried.

CLOSED SESSION – REQUEST FOR LEAVE OF ABSENCE

A motion was made by Council person K. Killingsworth and seconded by Council person Fouraker to enter into closed session at 6:23 pm to discuss the request for leave of absence to prevent the needless injury to the reputation of an individual who has not requested a public meeting. Attendees for the closed session included the Mayor, City Council Members, Chief of Police Baker, City Administrator Jorn, Deputy City Treasurer Stamper, Deputy City Clerk Flint, and Utility Superintendent Campbell. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" F. Killingsworth. Motion carried.

A motion was made by Council person Buckminster and seconded by Council person Ferguson to end the closed session at 6:31 pm and resume the regular meeting. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" F. Killingsworth. Motion carried.

No motion.

CLOSED SESSION – RECONCILIATION OF ACCOUNTS – FOR THE PROTECTION OF PUBLIC INTEREST

A motion was made by Council person Buckminster and seconded by Council person Fouraker to enter into closed session at 6:31 pm for the protection of public interest to discuss the reconciliation of accounts. Attendees for the closed session included the Mayor, City Council Members, Chief of Police Baker, City Administrator Jorn, and Utility Superintendent Campbell. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" F. Killingsworth. Motion carried.

A motion was made by Council person Ferguson and seconded by Council person Kaster to end the closed session at 6:45 pm and resume the regular meeting. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" F. Killingsworth. Motion carried.

No motion.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:45 P.M.

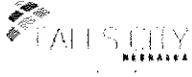
I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by Council on March 2, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept 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 - 03.17.2026

By Fund

Payment Dates 3/4/2026 - 3/17/2026

Vendor Name	Description (Item)	Amount
Fund: 100 - General		
Verizon	Verizon Phone Service 12.27.25 - 1.26.26	\$ 47.92
Falls City Mercantile	7-10 G Cl Can Liners	\$ 58.64
Wolfes Printing	Name Plates	\$ 40.46
Brad Griffin Consulting	Ink Cartridges	\$ 291.90
TASC	Service February 2026	\$ 125.00
Register of Deeds	City of Falls City/To the Public Ordinance	\$ 22.00
Amazon Capital Services	Office Supplies	\$ 86.29
Quill Corporation	Office Supplies	\$ 14.00
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 100.31
Verizon	Verizon Phone Service 1.27.26 - 2.26.26	\$ 47.92
Utility Department	City Office	\$ 1,258.46
Utility Department	Old City Hall Lease Property	\$ 76.65
Utility Department	Rural Housing	\$ 201.94
Pro Serv	SAV/P 311M MICR	\$ 55.00
Amazon Capital Services	Past Due Stamp	\$ 10.90
Falls City Journal	Advertising Expense	\$ 514.67
Pest Control Services of SE NE	Pest Control Services	\$ 50.00
AMERITAS BILLING	457 After Tax %	\$ 72.68
AMERITAS BILLING	457 Pre Tax Percentage	\$ 215.06
Aflac	AFLAC	\$ 269.69
Collection Associates	Court Garnishment	\$ 299.05
CWA Dues	CWA Union Dues	\$ 111.47
Medica Insurance	Group Health	\$ 16,830.72
IBEW Local Union #1536	IBEW Union Dues	\$ 121.47
International Union of Operating Engineers	IUOE Union Dues	\$ 269.13
Dearborn Life Insurance Company	Life Insurance	\$ 262.19
Nebraska Dept of Revenue	Garnishment	\$ 250.00
Ameritas	Pension 457 Pre-Tax	\$ 150.00
Ameritas	Retirement 501a	\$ 11,613.24
American National Bank	HSA	\$ 1,572.00
Nebraska Department of Revenue	State W/H Tax	\$ 3,175.39
Department of the Treasury	Federal W/H	\$ 8,006.27
Department of the Treasury	Medicare Tax	\$ 2,725.32
Department of the Treasury	Social Security Tax	\$ 11,653.10
Utility Department	Transfer of Funds	\$ 100,000.00
Fund 100 - General Total:		\$ 160,598.84
Fund: 110 - Police		
Verizon	Verizon Phone Service 12.27.25 - 1.26.26	\$ 599.45
Utility Consultants, Inc	Non DOT Drug Tests	\$ 90.00
Das State Accounting - Central Finance	Network Serv. Charges 02/2026	\$ 612.50
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 118.17
Nebraska Law Enforcement Training Center	Lodging	\$ 50.00
Verizon	Verizon Phone Service 1.27.26 - 2.26.26	\$ 599.45
Police Department Petty Cash	Petty Cash Reimbursement - Feb. 2026	\$ 45.73
Falls City Mercantile	Paper Towels - Kitchen Rolls	\$ 45.00
Richardson County Court	Court Costs	\$ 170.00
JAMES WASON	Travel Expense - Supervisor Training	\$ 258.91
Fund 110 - Police Total:		\$ 2,589.21
Fund: 115 - Animal Control		
Verizon	Verizon Phone Service 12.27.25 - 1.26.26	\$ 39.94
Utility Consultants, Inc	Non DOT Drug Tests	\$ 90.00
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 13.13
Verizon	Verizon Phone Service 1.27.26 - 2.26.26	\$ 39.94
Utility Department	Animal Control	\$ 15.62
Fund 115 - Animal Control Total:		\$ 198.63
Fund: 120 - Fire		
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 13.13
Utility Department	Ambulance Bldg	\$ 356.66

Utility Department	Station/Hydrants	\$ 4,426.34
Utility Department	Fire Station/Hyd	\$ 73.36
Utility Department	Fire Station	\$ 962.34
Nebraska Department of Revenue	Nebraska Use Tax Return Feb. 2026	\$ 72.00
		Fund 120 - Fire Total:
		\$ 5,903.83

Fund: 130 - Building Inspections & Code Enforcement

Verizon	Verizon Phone Service 12.27.25 - 1.26.26	\$ 39.94
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 13.13
Verizon	Verizon Phone Service 1.27.26 - 2.26.26	\$ 39.94
		Fund 130 - Building Inspections & Code Enforcement Total:
		\$ 93.01

Fund: 150 - Parks

Verizon	Verizon Phone Service 12.27.25 - 1.26.26	\$ 79.88
Farm & City Supply	Bolts, Nuts, Washers;Drill Bit	\$ 30.19
Falls City Sanitation Service	Monthly Trash Service-February 2026	\$ 130.00
Farm & City Supply	Tools- Lopper	\$ 41.99
Farm & City Supply	Hammer Bit; Screws	\$ 18.48
Farm & City Supply	Paint; Key Ring ID Tag	\$ 19.57
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 39.39
Farm & City Supply	Supplies	\$ 54.63
Verizon	Verizon Phone Service 1.27.26 - 2.26.26	\$ 79.88
Utility Department	Stanton Lake Camper Sites/Caretaker	\$ 108.96
Utility Department	Riding Club Site/City Usage	\$ 41.65
Utility Department	Parks Dept New Shop	\$ 41.65
Utility Department	Grandview Park	\$ 141.33
Utility Department	Stanton Lake South Camper	\$ 332.53
Utility Department	Parks Dept New Shop	\$ 271.40
Utility Department	Stanton Lake Cabin	\$ 55.36
Utility Department	Dallas Jones Tennis Court	\$ 52.47
Utility Department	Legion Park	\$ 48.01
Utility Department	Hartman Field	\$ 44.47
Utility Department	F&M Bank	\$ 44.07
Utility Department	Dallas Jones Park- IRR Mtr	\$ 42.89
Utility Department	Stanton Lake Volleyball	\$ 42.24
Utility Department	Snack Shack-EL-Old-EL-Only	\$ 42.24
Utility Department	Snack Shack-New	\$ 92.38
Utility Department	SNC Field	\$ 42.24
Utility Department	Riding Club Site/City Usage	\$ 42.24
Utility Department	Stanton Lake North Camper	\$ 42.24
Utility Department	4-H Barn	\$ 42.24
Home Lumber Company	Lumber	\$ 37.57
Barco Products LLC	surface mount kit 07SA2939s	\$ 35.00
Barco Products LLC	8' cedar steel fram picnic table KMB1200-CD	\$ 1,465.92
Pest Control Services of SE NE	Pest Control Services	\$ 50.00
Shawn Thompson	Rental Refund	\$ 50.00
		Fund 150 - Parks Total:
		\$ 3,703.11

Fund: 151 - Auditorim

HILLYARD/KANSAS CITY	Cleaning Supplies	\$ 504.56
Falls City Mercantile	16 Gal Can Liners	\$ 45.81
Unifirst Corportation	Service	\$ 104.01
Farm & City Supply	Scouring Stick	\$ 4.99
Amazon Capital Services	Commercial Toilet Seat	\$ 53.85
Farm & City Supply	Pumie Toilet Ring Remover	\$ 9.99
Falls City Sanitation Service	Monthly Trash Service-February 2026	\$ 130.00
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 39.39
Amazon Capital Services	Motion Sensor Light Switch	\$ 100.66
Utility Department	Prichard Auditorium	\$ 6,011.92
Racy Hullman	Spin Class Instructor Fees 2..2.26 - 2.27-26	\$ 285.00
Falls City Mercantile	Merit Hardwound Brown Towel	\$ 58.63
Pest Control Services of SE NE	Pest Control Services	\$ 50.00
Linda Santo	Yoga Instructor Fees Jan 26th-Feb 23rd	\$ 75.00
Sara Black	Rental Refund	\$ 250.00
Sara Rue	Rental Refund	\$ 250.00
Women's Volleyball - Kopf - Kriefels	Rental Refund	\$ 250.00
		Fund 151 - Auditorim Total:
		\$ 8,223.81

Fund: 152 - Aquatic Center

DWEE Swimming Pools	Swimming Pool Permit Renewal - 2026	\$ 40.00
Utility Department	Aquatic Center	\$ 128.81
		Fund 152 - Aquatic Center Total:
		\$ 168.81

Fund: 170 - Library

Amazon Capital Services	Bingo Counting Chips	\$ 11.38
Wolfes Printing	Office Supplies	\$ 117.69
ACCO Brands USA LLC	Ultima 65 EZ 1.5mil 27in x 500ft	\$ 141.82
Falls City Sanitation Service	Monthly Trash Service-February 2026	\$ 65.00
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 52.52
Utility Department	Library & Arts Center	\$ 3,433.99
	Fund 170 - Library Total:	\$ 3,822.40

Fund: 180 - Cemetery

Utility Department	Cemetery	\$ 350.23
Scheitel Feed & Seed	5-Way Fescue	\$ 160.00
	Fund 180 - Cemetery Total:	\$ 510.23

Fund: 190 - Streets

Verizon	Verizon Phone Service 12.27.25 - 1.26.26	\$ 39.94
Falls City Sanitation Service	Monthly Trash Service-February 2026	\$ 65.00
NMC Inc	CAT Model 265	\$ 9,450.00
OUTDOOR RECREATION PRODUCTS	DuMor K-FC0840-6 1/2" cap screw hardward	\$ 20.00
OUTDOOR RECREATION PRODUCTS	DuMor 0-57-00-02 supports with back	\$ 1,054.75
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 26.26
Verizon	Verizon Phone Service 1.27.26 - 2.26.26	\$ 39.94
Utility Department	Street Dept	\$ 893.28
Utility Department	Dist 56 Stop Sign	\$ 42.24
Utility Department	Dist 56 S S Stop Sign	\$ 45.78
Utility Department	Street Lights	\$ 6,129.85
Utility Department	Street Dept	\$ 358.60
	Fund 190 - Streets Total:	\$ 18,165.64

Fund: 195 - Mechanic Shop

Utility Consultants, Inc	Non DOT Drug Tests	\$ 90.00
Falls City Auto Supply	Filter	\$ 8.01
Tri-State Truck & Tractor Repair	Hoses	\$ 48.74
Falls City Auto Supply	Snap Ring Pliers	\$ 29.95
Falls City Auto Supply	Spark Plug	\$ 5.98
Farm & City Supply	Hose Clamps	\$ 7.80
Farm & City Supply	Screws	\$ 6.00
	Fund 195 - Mechanic Shop Total:	\$ 196.48

Fund: 205 - Dispatching

Lumen	Lumen Inv #764641536	\$ 3,191.70
Wolfes Printing	Office Supplies	\$ 12.03
Utility Consultants, Inc	Non DOT Drug Tests	\$ 90.00
Nemaha County Sheriff's Office	MFI, annual renewal inv 673 & 675	\$ 84.61
	Fund 205 - Dispatching Total:	\$ 3,378.34

Fund: 600 - Electric

Jim Hill's	double doors for Pump house	\$ 4,100.00
NEBRASKA MUNICIPAL POWER POOL	20025-2026 NMPP Energy Annual Conference	\$ 295.34
Verizon	Verizon Phone Service 12.27.25 - 1.26.26	\$ 297.70
ATCO International	Gloves	\$ 344.70
Wurth/Industry - Northern Safety & Industrial	safety gloves Valeo size 2XL (E1406)	\$ 720.08
Wurth/Industry - Northern Safety & Industrial	safety gloves Valeo size L (E1402)	\$ 759.60
Wurth/Industry - Northern Safety & Industrial	safety gloves Valeo size XL (E1404)	\$ 759.60
Meyer Home Center	Service Call	\$ 95.00
Municipal Energy Agency of NE	January 2026 WAPA	\$ 45,317.00
Municipal Energy Agency of NE	January 2026 Service Schedule	\$ (62,380.71)
Berwick CO-OP Oil Company	Centex Superlube 518 40wt	\$ 4,732.20
El Camino Electric	Materials for 1203 Stone St. -Switch Over Electric	\$ 2,017.49
Cintas Corporation No 2	Supplies/Uniforms	\$ 203.70
Home Lumber Company	Treated Lumber	\$ 73.58
Brad Griffin Consulting	LogiTech Speakers	\$ 9.56
Brad Griffin Consulting	Webcam	\$ 54.66
Brad Griffin Consulting	Mini Computer Max	\$ 497.40
Falls City Sanitation Service	Service February 2026	\$ 195.00
TASC	Service February 2026	\$ 75.00
Nathan Cepuran	Per Diem: 2.19.2026 - 2.20.2026	\$ 102.00
Wesco Distribution	strandvise Reliable 5152 (E1170)	\$ 1,462.00
Farm & City Supply	Grade 5 Bolts, Nuts, Washers	\$ 9.19
Farm & City Supply	Bolt, Nuts, Washers GR 8	\$ 33.75
Harold K Scholz, Co	Expense	\$ 400.00
Harold K Scholz, Co	Travel	\$ 137.80

Harold K Scholz, Co	Labor	\$ 7,600.00
Amazon Capital Services	Office Supplies	\$ 95.36
Quill Corportation	Office Supplies	\$ 8.39
Verizon	Verizon Phone Service 1.27.26 - 2.26.26	\$ 297.70
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 122.37
159 Lumber & Rentals	Plywood	\$ 26.39
Utility Department	Inventory Bldg-61	\$ 747.81
Utility Department	Power Plant Unit #9-62	\$ 6,127.28
Utility Department	Power Plant-62	\$ 7,531.44
Utility Department	Plant Water Hi-Low-62	\$ 308.30
Utility Department	Power Plant Water Dept-62	\$ 3,545.72
Utility Department	Station Power-62	\$ 11,927.33
DREW FOSTER	Per Diem : 2/26/2026	\$ 51.00
DREW FOSTER	Per Diem: 2.25.26	\$ 51.00
Nathan Cepuran	Per Diem: 2.26.26	\$ 51.00
PATRICK OLBERDING	Per Diem: 2.26.26	\$ 51.00
Municipal Energy Agency of NE	SPP MOD-031 Resource Adequacy Wrkbk	\$ 900.00
Falls City Journal	Advertising Expense	\$ 47.96
Border States	2" 90 deg SCH 40 PVC elbow (E1253)	\$ 27.32
Husker Electric Supply	2-2-2 aluminum triplex URD wire RAMAPO 1000'/reel	\$ 1,252.38
Husker Electric Supply	2 1/2" PVC conduit (E1216)	\$ 298.74
Collin Sowards	3rd Year Training: Meals 3/24 - 3/26	\$ 170.00
Collin Sowards	3rd Year Training: Mileage	\$ 345.10
Dollar Fresh	Bottled Water (E150)	\$ 252.00
AMERITAS BILLING	457 Pre Tax Percentage	\$ 82.87
Aflac	AFLAC	\$ 75.86
CWA Dues	CWA Union Dues	\$ 300.90
Medica Insurance	Group Health	\$ 17,830.17
American National Bank	HSA	\$ 2,572.80
IBEW Local Union #1536	IBEW Union Dues	\$ 395.83
Dearborn Life Insurance Company	Life Insurance	\$ 260.88
Ameritas	Pension 457 Pre-Tax	\$ 2,068.26
Ameritas	Retirement 501a	\$ 16,134.42
American National Bank	HSA	\$ 715.77
Department of the Treasury	Medicare Tax	\$ 3,683.02
Department of the Treasury	Social Security Tax	\$ 15,748.04
Nebraska Department of Revenue	State W/H Tax	\$ 4,668.49
Department of the Treasury	Federal W/H	\$ 16,436.37
GARY JORN	G. Jorn Part Time Wages 2/23 to 2/25	\$ 159.00
Nebraska Department of Revenue	Nebraska Local Sales Tax Return Feb. 2026	\$ 35,610.93
Nebraska Department of Revenue	Nebraska Use Tax Return Feb. 2026	\$ 12.72
	Fund 600 - Electric Total:	\$ 158,903.56

Fund: 610 - Water

Verizon	Verizon Phone Service 12.27.25 - 1.26.26	\$ 137.87
Edwards Chemicals	Chemicals	\$ 566.78
Hach Chemical Co	Chemicals	\$ 458.02
Utility Consultants, Inc	Non DOT Drug Testing	\$ 90.00
McMaster-Carr	First Aid Supplies	\$ 71.63
Grainger	Snap Action Switch, Plunger	\$ 38.94
Nebraska Public Health Environmental Lab	Lab Samples	\$ 100.00
LINDE GAS & EQUIPMENT INC	CO2 Tank Telemetry	\$ 105.50
LINDE GAS & EQUIPMENT INC	CO2 Tank Rental	\$ 1,477.00
LINDE GAS & EQUIPMENT INC	Safety and Environmental Service Fee	\$ 34.76
Farm & City Supply	Deep Impact Socket	\$ 50.72
Brad Griffin Consulting	Mini Computer Max	\$ 66.32
Brad Griffin Consulting	LogiTech Speakers	\$ 1.28
TASC	Service February 2026	\$ 10.00
Core & Main LP	1" MIPT x CTS quick adapter C84-44Q (W934.5)	\$ 190.87
Core & Main LP	1" MIPT x barb (PTM-2-NL) (W801.5)	\$ 100.14
Farm & City Supply	Wrench Kit	\$ 536.43
Farm & City Supply	Materials/Supplies	\$ 23.63
Husker Electric Supply	2/0 quad alum URD	\$ 2,489.70
Municipal Supply, Inc of Omaha	4" Uni-Flange for Ductile (BLACK UFR 1400-D-4-I) (\$ 128.79
Municipal Supply, Inc of Omaha	4" Uni-Flange for PVC (RED - UFR 1500-4-I) (W1472)	\$ 139.19
Municipal Supply, Inc of Omaha	1" Compression corp CC x CTS F1000-4 (W899.5)	\$ 158.84
Municipal Supply, Inc of Omaha	3/4" meter coupling Ford C38-23-2.5 NL (W919)	\$ 156.31
Municipal Supply, Inc of Omaha	4" x 1" CC repair saddle FC202-526-CC4-I (W1587.1)	\$ 206.23
Municipal Supply, Inc of Omaha	4" x 12" MJ sleeve solid (W1577)	\$ 360.90
Municipal Supply, Inc of Omaha	4" MJ BOLT ACCESS PK (W1710)	\$ 380.00

Amazon Capital Services	Office Supplies	\$ 12.72
Falls City Mercantile	Toilet Tissue	\$ 85.31
Quill Corportation	Office Supplies	\$ 1.12
Verizon	Verizon Phone Service 1.27.26 - 2.26.26	\$ 137.87
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 13.13
Municipal Supply, Inc of Omaha	4" water pipe PVC C900 (W1503)	\$ 510.63
Utility Department	City of Falls City-Water Tower	\$ 243.62
Utility Department	City of FC-Rulo Water Plant North Well	\$ 763.56
Utility Department	City of FC-Rulo Water-Collector Well	\$ 10,542.17
Falls City Journal	Advertising Expense	\$ 6.39
GARY JORN	G. Jorn Part Time Wages 2/23 to 2/25	\$ 1,192.50
General Fund	PILOT: Excise Tax Expense	\$ 4,050.00
Nebraska Department of Revenue	Nebraska Local Sales Tax Return Feb. 2026	\$ 1,585.96
Nebraska Department of Revenue	Nebraska Use Tax Return Feb. 2026	\$ 16.67
	Fund 610 - Water Total:	\$ 27,241.50

Fund: 620 - Gas

Grant County Treasurer	Taxes	\$ 395.01
Verizon	Verizon Phone Service 12.27.25 - 1.26.26	\$ 177.94
Farmers Repair & Machine Shop	Cylinder Refills	\$ 172.91
Border States	Rectorseal T+2 4 OZ only (G4560)	\$ 96.81
Border States	1" CTS transition #H1810406-254 (HDPE) w/tap (G474)	\$ 2,369.51
Brad Griffin Consulting	LogiTech Speakers	\$ 3.83
Brad Griffin Consulting	Mini Computer Max	\$ 198.96
Falls City Sanitation Service	Service February 2026	\$ 65.00
TASC	Service February 2026	\$ 30.00
Farmers Repair & Machine Shop	Oxygen Cyclinder Refill 150CF	\$ 97.64
Koons Gas Measurement (KGM)	tariff charges	\$ 85.59
Koons Gas Measurement (KGM)	AC-800 meter	\$ 2,139.55
Amazon Capital Services	Office Supplies	\$ 38.14
Quill Corportation	Office Supplies	\$ 3.36
Verizon	Verizon Phone Service 1.27.26 - 2.26.26	\$ 177.94
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 65.65
Utility Department	City of FC-Gas Dept Office	\$ 499.17
Utility Department	City of FC-Gas S Fulton St.	\$ 127.64
Utility Department	City of FC-Gas W 14th St.	\$ 68.30
Utility Department	City of FC-Gas N Mclean St	\$ 70.97
Utility Department	City of FC-Gas Dept Office	\$ 178.40
Utility Department	City of FC-Gas Pipe Bldg	\$ 85.04
Utility Department	City of FC-Gas W 21st	\$ 72.46
Falls City Journal	Advertising Expense	\$ 19.18
Nebraska State Fire Marshal - Fuels Division	annual gas meter assessment	\$ 774.40
Clayton Energy Corp	February 2026 Commodity	\$ 54,485.34
PEFA, INC	February 2026 PEFA Commodity	\$ 75,171.10
GARY JORN	G. Jorn Part Time Wages 2/23 to 2/25	\$ 477.00
General Fund	PILOT: Gas February 2026	\$ 39,584.50
Nebraska Department of Revenue	Nebraska Use Tax Return Feb. 2026	\$ 5.71
Nebraska Department of Revenue	Nebraska Local Sales Tax Return Feb. 2026	\$ 33,114.13
	Fund 620 - Gas Total:	\$ 210,851.18

Fund: 630 - Wastewater

R/S ELECTRIC MOTOR SERVICES	New control method for 8-0803 with new contactor	\$ 5,900.44
Verizon	Verizon Phone Service 12.27.25 - 1.26.26	\$ 57.91
Brown County Transfer	Sludge Ticket	\$ 225.00
Kawres	Computer Service	\$ 45.00
INSITE IG	Portable analyzer battery pack	\$ 77.00
Brad Griffin Consulting	LogiTech Speakers	\$ 1.28
Brad Griffin Consulting	Mini Computer Max	\$ 66.32
Falls City Sanitation Service	Service February 2026	\$ 90.00
TASC	Service February 2026	\$ 10.00
Amazon Capital Services	Office Supplies	\$ 12.71
Quill Corportation	Office Supplies	\$ 1.12
Verizon	Verizon Phone Service 1.27.26 - 2.26.26	\$ 57.91
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 52.52
Utility Department	City of FC - Waste Water Treatment Plant	\$ 14,492.93
Utility Department	City of FC - Lift Station	\$ 75.95
159 Lumber & Rentals	Lift Master Garage Door Opener	\$ 1,248.00
Falls City Journal	Advertising Expense	\$ 6.39
GARY JORN	G. Jorn Part Time Wages 2/23 to 2/25	\$ 159.00
Nebraska Department of Revenue	Nebraska Use Tax Return Feb. 2026	\$ 22.00
Nebraska Department of Revenue	Nebraska Local Sales Tax Return Feb. 2026	\$ 6,466.42

		Fund 630 - Wastewater Total:	<u>\$ 29,067.90</u>
Fund: 998 - Utilities - Pooled Cash			
Elan Financial Services	February 2026 Utility Purchase Card Reimbursement		2532.54
Payroll - Utility Fund	Payroll 3.06.2026		<u>85219.52</u>
		Fund 998 - Utilities - Pooled Cash Total:	<u>87752.06</u>
Fund: 999 - General Government - Pooled Cash			
Payroll - General Fund	Payroll 3.06.2026		68267.65
Visa	February 2026 General Purchase Card Reimbursement		<u>1501.1</u>
		Fund 999 - General Government - Pooled Cash Total:	<u>69768.75</u>
		Grand Total:	<u><u>\$ 791,137.29</u></u>

City of Falls City
Income/ Expenditures - General Funds
As of February 28, 2026

FUND	Current		YTD		Remaining		Current		YTD		Remaining	
	Revenues	Expenditures	Revenues	Expenditures	Budget	Budget	Expenditures	Expenditures	Budget	Budget	Budget	Budget
General	118,667.28	118,667.28	823,609.91	30,928.48	3,926,585.28	3,102,975.37	30,928.48	224,790.71	3,916,275.23	3,691,484.52		
Police	1,585.10	1,585.10	38,963.34	101,082.94	1,321,945.19	1,282,981.85	101,082.94	690,683.18	1,321,945.19	631,262.01		
Fire	-	-	247.00	1,415.65	146,605.40	146,358.40	1,415.65	84,115.53	146,605.40	62,489.87		
Building Inspection	3,139.43	3,139.43	24,015.23	12,263.72	120,335.50	96,320.27	12,263.72	51,977.93	120,335.50	68,357.57		
Parks	1,000.00	1,000.00	13,783.00	29,422.72	357,466.99	343,683.99	29,422.72	179,913.30	357,466.99	177,553.69		
Auditorium	1,293.50	1,293.50	10,401.50	11,623.85	230,093.70	219,692.20	11,623.85	92,928.65	230,093.70	137,165.05		
Aquatic Center	-	-	-	4,952.20	256,262.24	256,262.24	4,952.20	17,039.50	256,262.24	239,222.74		
Tree Board	-	-	25,000.00	-	123,638.00	98,638.00	-	-	123,638.00	123,638.00		
Library	-	-	8,407.78	31,146.00	440,001.70	431,593.92	31,146.00	185,042.07	440,001.70	254,959.63		
Cemetery	2,770.00	2,770.00	3,580.00	7,326.45	115,196.27	111,616.27	7,326.45	47,269.69	115,196.27	67,926.58		
Street	12,477.81	12,477.81	299,529.26	47,371.95	1,288,176.02	988,646.76	47,371.95	432,915.48	1,288,176.02	855,260.54		
Dispatching	1,481.50	1,481.50	8,739.61	40,663.43	462,793.46	454,053.85	40,663.43	211,908.57	462,793.46	250,884.89		
NG911 PSAP	4,863.76	4,863.76	24,318.80	-	53,501.41	29,182.61	-	19,455.04	59,501.41	40,046.37		
Solid Waste	4,044.00	4,044.00	24,306.00	-	48,720.00	24,414.00	-	-	46,000.00	46,000.00		
Rural Workforce	-	-	-	-	1,109,000.00	1,109,000.00	-	-	1,031,605.00	1,031,605.00		
Revitalize Rural Neb	-	-	-	-	19,550.00	19,550.00	-	-	19,550.00	19,550.00		
Housing Abatement	2,000.00	2,000.00	2,350.00	631.77	22,000.00	19,650.00	631.77	7,788.71	22,000.00	14,211.29		
Sidewalk Improv.	-	-	-	1,000.00	-	-	1,000.00	3,300.00	-	(3,300.00)		
	153,322.38	153,322.38	1,307,251.43	319,829.16	10,041,871.16	8,734,619.73	319,829.16	2,249,128.36	9,957,446.11	7,708,317.75		

City of Falls City
Income/ Expenditures - Speciality Fund
As of February 28, 2026

FUND	Current		YTD		Remaining		Current		YTD		Remaining	
	Revenues	Revenues	Budget	Budget	Budget	Budget	Expenditures	Expenditures	Expenditures	Expenditures	Budget	Budget
CDGB - DTR	-	61,325.66	407,851.44	407,851.44	346,525.78	43,057.50	43,057.50	43,057.50	43,057.50	407,851.44	364,793.94	
LB840		-	-	-	-	6,473.87	6,473.87	6,473.87	6,473.87	113,682.72	107,208.85	
Capital Imp Sinking	161,179.41	678,319.30	1,606,087.46	1,606,087.46	927,768.16	-	-	-	-	1,500,000.00	1,500,000.00	
Cemetery Trust	1,200.00	1,500.00	18,850.00	18,850.00	17,350.00	-	-	-	-	31,000.00	31,000.00	
CRA	-	12,644.53	133,485.00	133,485.00	120,840.47	8,265.43	8,265.43	55,757.00	55,757.00	139,380.00	83,623.00	
MFO	-	147,620.36	185,280.00	185,280.00	37,659.64	147,615.00	147,615.00	147,615.00	147,615.00	185,230.00	37,615.00	
	162,379.41	901,409.85	2,351,553.90	2,351,553.90	1,450,144.05	-	198,937.93	252,903.37	252,903.37	2,377,144.16	2,124,240.79	

Cash in Bank
As of February 28, 2026

General Fund - Checking	241,036.66
General Fund - MM	<u>1,334,867.62</u>
Total	1,575,904.28
MFO	963.83
CRA	48,776.41
	<u><u>1,625,644.52</u></u>

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

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

REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



CITY CLERK

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

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

Date: 3-9-26 Phone No: 402-245-7932

Name: Scott Hollens Email: scotthollens@gmail.com

Address: 65082 704 Rd Falls City, Ne, 68355

Description of Topic & Desired Resolution:

Transfer Station ~~at~~ Cemetery on W 14th St.
Why proceed with it when it is a cemetery?

Thank u for your time.
Scott

Signature of Requester: [Handwritten Signature]

For City Use only
Received by: [Handwritten Signature] Date: 3/10/26
Action Taken: put on 3/16/2026 Agenda

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

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

REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



CITY CLERK

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

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

Date: March 2, 2026 Phone No: 402-801-0425

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

Address: 1820 Towle St. Physical Location (SEE ATTACHED)

Description of Topic & Desired Resolution:

The Falls City Fire Dept. would like to request to close the block
North of Prichard Auditorium with barricades and have the
city street sweeper clean the street in order to pressure test
All of its fire hoses by a mobile trailer to determine its pass/fail
We request to use 18th & Bararda fire hydrant and No meter
The exact date and times will be determined when scheduling
most likely Monday - Saturday 8:00 a.m. - 8:00 p.m. this Spring

Signature of Requester: Jon M. McQueen

For City Use only
Received by: [Signature] Date: 3/10/26
Action Taken: Added to 3/16/26 Agenda

Falls City Fire Department

March 2, 2026

RE: FireCatt Hose Testing

We have reached out to this company who will come to Falls City and test all Fire hose including our attack lines, spare, and large 5" yellow supply, a total of about 8000 feet stored on our (3) Fire trucks. They will need Water to pressure this Mobile trailer which we request to connect to the fire hydrant Without a cubic foot meter. During testing, they will create a data bar code to identify every hose, as its location, manufacture, date, in service, size, pressure, and results. By doing this it will help future Fire Chiefs to determine what they may need to budget to replace, and a more accurate inventory for insurance purposes. I have included a sample page from a report. While on site they will also test about (25) fire nozzles and do the same. They require about 350' and recommended us to work with city to sweep the street as All hose will be laid out and when placed back onto our trucks it keeps sand from being rolled up and reduce its damage. Once their 2026 schedule is set we will notify the Street department, Police Department, Ambulance Squad to keep the North entrance open for them and Parks & Rec to determine no Activates for that facility. This has never been done in Falls City to my knowledge and if successful may look again in (5) years or encourage other surrounding department to join in to reduce costs while in the area. This can be done by them at 100 % or if Volunteer Firemen help it reduces the overall cost.

FireCatt - the fastest, safest, most accurate fire hose testing company in the Nation.

You invest millions in apparatus, equipment, training, and logistics. Yet, accurate hose testing is the true foundation—because if the hose fails, so does the lifeline to your firefighters.



Top Reasons to outsource to FireCatt

Manpower

Save Money — Save up to 45% of your direct labor costs

Save Time — FireCatt teams test 12,000 feet or 4 to 5 engines per day.

Increase Training Time — Mission-critical training takes priority over outdated, inefficient in-house hose testing.

Improve Morale — Show your crews you care, because let's be honest, they hate hose testing.

Third Party Validation

FireCatt's computer-controlled automated testing technology, combined with its patented method, ensures full compliance with NFPA 1930. As the ONLY system that eliminates human error, FireCatt confirms adherence to the NFPA1930 standard in every single test. Our process is designed for maximum accuracy, ensuring both hose integrity and safety throughout the testing process.

Reduce City Liability — Our repeatable process delivers valid, reliable results—providing the strongest defensible position in the event of loss or litigation.

Enhanced Documentation — Bar-coded labels simplify hose tracking, while our secure server stores reports for 24/7 access.

Improve ISO Rating — Eliminate hose testing concerns—after three consecutive years, you will achieve the highest possible ISO score.

Data — Reliable data to guide your operational and purchasing decisions with confidence.

Reduce Liability

Workers Compensation — Firefighters already face significant risks—do not add unnecessary, non-mission-critical dangers to their workload.

Eliminate Injuries — Eliminating injuries during hose testing directly reduces your risk exposure.

Save Equipment — Eliminate expensive pump repairs and test accurately to NFPA standards to ensure longer life of your hose and pump.

FireCatt Excellence

Accuracy of Testing – Valid Results

Knowledge — Our patented method and testing process was developed in collaboration with engineers, firefighters, and hose experts—ensuring precision, reliability, and compliance.

Proprietary Software — Our testing process is fully controlled by software, designed to meet the NFPA 1930 standard with precision in every test.

Mobile Test Labs — By using computers, we eliminate human error—while others rely on stopwatches and outdated bouncing needle gauges prone to human error.

Quality of Testing Equipment

Advanced Technology — Digital pressure transducers measure test pressures in fractions of second—driving accuracy and reliability throughout the process.

Separate Test Pressures — Mobile Test Labs can evaluate up to 10 different pressures in a single test cycle. Most apparatus require at least four test pressures, while some demand up to 10.

Pressurization — NFPA mandates pressurization at no more than 15 psi per second, along with hose boosting after stabilization. Our process is fully controlled by advanced computer technology, ensuring precise compliance.

Automated Pressure Release — Eliminate human risk during and after testing—dangerous pressure and energy are safely released through our automated remote relief valve.

Professional Service

Bar Code Labels — Tracking hose and data has never been easier.

Trained Technicians -

Unmatched in precision, coordinating logistics, repacking apparatus, ensuring a seamless test site experience, and receiving full support and training from upper management.

Fire Hose Testing

Precision is at the core of every fire hose test FireCatt completes.

Your trust in our results is our highest priority. We are committed to keeping firefighters, departments, and industrial companies safe from injury and liability. Our customers rely on us for total accuracy and peace of mind—and that is exactly what we deliver. A fire hose is not just equipment; it is a firefighter's lifeline.

The validity of our results stems from the unmatched quality of our Mobile Test Lab and advanced computer technology—ensuring 100% customer satisfaction. FireCatt's precision testing service is available nationwide!

While competitors still rely on turning manual dials and reading bouncing needle gauges, FireCatt's trained technicians operate cutting-edge Mobile Test Labs equipped with the nation's only patented computerized, automated, and OBJECTIVE hose testing technology. Others can only offer SUBJECTIVE testing, producing data that may lack reliability.

Competitive Advantages

Ability to SOLE SOURCE

Software Technology Ensures the NFPA 1930 Standard is followed every test.

Computer-Controlled Equipment

Control Hydrant Pressure to 45 psi

Automated Pressurization Ensures 15 psi/sec.

Computer-Controlled Pressure Boosting Back to Test Pressure

Air Actuated Valves

Automated Shut Down Eliminates Hose Catastrophic Risk

Digital Pressure Transducers

10 Manifolds — 10 Different Pressures

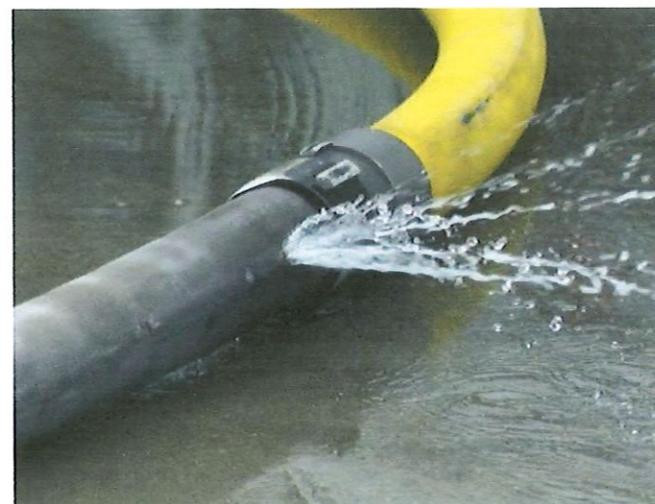
Large Diameter Lays Flat

Computer-Controlled Timing

Remote Automated Pressure

Release Bar Coded Labels

Patented Method



NFPA® 1930: Standard for the Inspection, Care and Use of Fire Hose, Couplings, Nozzles and the Service Testing of Fire Hose



Department	ABC Fire Department
Address	3250 West Big Beaver Road Ste 544 Troy, MI 48064
Phone	
Date	June 4, 2025
Key Contact	
Feet Tested	Hose - 8,410'

FIRE HOSE TEST SUMMARY REPORT

ZIP	Fire Department ID #	Station / Apparatus ID #	FIRE CATT Hose ID Number	Fire Department Hose ID Number	Manufacturer	Date of Manufacture	Date In Service	Size	Length	Pressure	Test Result	Reason for Failure	Reason for Removal from Service	Thread Type
46590	NA	Rack	1391	NA	Key	Mar-15	NA	5	100	200	PASS	NA	NA	STORZ
46590	NA	E-14-1	1395	NA	Key	Apr-15	NA	3	50	300	PASS	NA	NA	NST
46590	NA	Rack	1396	NA	Key	Apr-15	NA	3	50	300	PASS	NA	NA	NST
46590	NA	E-14-1	1397	NA	Key	Apr-15	NA	3	50	300	PASS	NA	NA	NST
46590	NA	E-14-1	1398	NA	Key	Apr-15	NA	3	50	300	PASS	NA	NA	NST
46590	NA	E-14-2	1399	NA	Key	Apr-15	NA	3	50	300	PASS	NA	NA	NST
46590	NA	E-14-2	1400	NA	Key	Apr-15	NA	3	50	300	PASS	NA	NA	NST
46590	NA	E-14-2	1401	NA	Key	Apr-15	NA	3	50	300	PASS	NA	NA	NST
46590	NA	E-14-2	1403	NA	Key	Apr-15	NA	3	50	300	PASS	NA	NA	NST
46590	NA	L-14	2531	NA	Angus	Mar-05	NA	1 3/4	50	300	PASS	NA	NA	NST
46590	NA	E-14-1	2536	NA	NAFH	Jan-12	NA	3	50	300	PASS	NA	NA	NST
46590	NA	Rack	2542	NA	Key	Feb-10	NA	3	50	300	PASS	NA	NA	NST
46590	NA	E-14-1	2543	NA	Key	Aug-01	NA	5	100	200	PASS	NA	NA	STORZ

RESOLUTION NO. _____

A Resolution amending Pension benefits set forth in Exhibit A to Resolution 2025-R156.

Whereas, the City of Falls City adopted Resolution No. 2025-R156 approving non-union Wage Scale and Benefit Adjustments effective October 12, 2025; and

Whereas, the pension administrator has advised the City Administrator that language added to the pension provision of Exhibit A does not comply with the requirements of the pension plan; and

Whereas, in order to comply with the requirements of the plan, the City must amend said pension provision effective retroactively to October 12, 2025, the effective date of the original resolution.

Now, therefore, be it resolved by the Mayor and City Council of the City of Falls City, Nebraska that Exhibit A to Resolution 2025-R156 paragraph entitled Pension be amended to read as follows:

PENSION

All full-time employees will be covered by a retirement plan. Full-time employees must participate in the plan as long as they are employees of the City. Employee contributions shall be 7% of gross pay. City's contribution shall be 7% of each employee's gross pay. Full-time employees shall be fully vested in the Pension Plan 20% after one (1) year, 40% after two (2) years, 60% after three (3) years, 80% after four (4) years and 100% after five (5) years of employment.

That the above provision shall be retroactively effective to October 12, 2025 as provided in Resolution 2025-R156.

PASSED AND APPROVED this _____ day of March, 2026.

ATTESTED TO:

CITY OF FALLS CITY, NEBRASKA

Clerk

Mark Harkendorff, Mayor

Falls City Housing Study Summary – 2025

Falls City’s 2025 Housing Study shows a tight, aging housing market that is constraining workforce growth, limiting business recruitment, and reducing quality of life. The study calls for aggressive reinvestment, new construction across multiple price points, and stronger public-policy tools to expand supply and improve conditions.

Key Findings

Market Conditions

- Vacancy rates are extremely low, making it difficult for new workers or families to find housing.
- Housing stock is old and deteriorating. Large portions of units are 40–60+ years old, with many in poor or very poor condition.
- Demand exceeds supply for nearly every product type—entry-level homes, mid-range homes, quality rentals, and senior housing.
- Affordability pressures are rising. Renters cite high rents, poor-quality units, and lack of decent options. Homebuyers cite high prices, lack of down payment, and limited inventory.
- Workforce attraction is at risk. Employers report difficulty recruiting because employees cannot find suitable housing.

Community Input Themes

- Strong desire for newer single-family homes, townhomes, and 55+ housing.
- Renters report poor maintenance, high utility costs, and limited availability of 3+ bedroom units.
- Homeowners cite property taxes, utility costs, and lack of move-up options as barriers.
- Many residents want one-level, accessible homes as they age.

Recommendations for Falls City

Public Policy Actions

- Strengthen code enforcement to address dilapidated properties and stabilize neighborhood quality.
- Adopt inclusive housing requirements for large projects to ensure mixed-income options.
- Expand land banking and redevelopment, especially for infill and blighted parcels.

- Support modular and manufactured housing as cost-effective infill solutions.
- Update zoning to allow more diverse housing types (townhomes, small-lot homes, accessory units).

Financial Tools and Incentives

- Continue and expand existing programs (e.g., local incentives, rehab support).
- Promote FHA 203K rehab loans to help buyers update older homes.
- Create a shared-risk loan pool with local banks to support workforce housing.
- Establish or expand a Community Land Trust to keep homes permanently affordable.
- Leverage the Workforce Housing Development Fund for new construction.
- Expand CRA activities, including MicroTIF, to support small-scale infill and rehabilitation.

Strategic Priorities

- Build new single-family homes in the \$175k–\$275k range to meet demand and free up existing stock.
- Develop quality rental housing, including townhomes and small apartment buildings.
- Invest in senior-friendly housing, especially one-level units and 55+ developments.
- Prioritize neighborhood revitalization through targeted demolition, rehab, and infill.

Why This Matters for Economic Development

- Housing shortages directly limit industrial expansion, workforce attraction, and retention.
- New employers, including those in the industrial corridor, will struggle to hire without added housing supply.
- Improving housing conditions strengthens property values, stabilizes neighborhoods, and supports long-term growth.



2307 Barada Street
 Falls City, NE 68355
 402-245-2851

INVOICE

Billed To:
 Carl Thomas
 5115 California St
 Omaha, NE 68132-2233

DATE: 4/1/2024
 INVOICE #: INV00076
 DUE DATE: 12/31/2024
 TOTAL DUE: 17,911.21

CUSTOMER ACCOUNT # : 000058

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
Use of Loader	24.00	75.00	1,800.00
Use of Dump Truck	6.00	40.00	240.00
Use of Mini Excavator	6.00	45.00	270.00
Grass Seed	1.95	66.67	130.00
Labor	57.00	45.00	2,565.00
Dump Truck/Fill Dirt	10.00	160.00	1,600.00
FC Sanitation/Roll offs	5.00	250.00	1,250.00
Landfill fees	1.00	1,281.15	1,281.15
Demo Permit Fee	1.00	25.00	25.00
Asbestos Inspection/Abatement	1.00	5,159.00	5,159.00
City Mowing & Weed Control	1.00	1,296.06	1,296.06
Lawyer Fees	1.00	2,295.00	2,295.00
1205 Harlan Street			
TOTAL THIS INVOICE			17,911.21

REMIT TO:

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

A copy of this invoice should accompany your check. Thank you!

ITEMS TO BE INCLUDED ON AGENDA

CITY OF FALLS CITY, NEBRASKA/FALLS CITY UTILITY

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ITS GAS SUPPLY AGREEMENT WITH PEFA, INC IN CONNECTION WITH THE RESET OF THE AVAILABLE DISCOUNT IN PEFA, INC.'S GAS PREPAYMENT PROJECT; APPROVING THE ISSUANCE OF BONDS BY PEFA, INC.; AND RELATED MATTERS

NOTICE MUST BE GIVEN PURSUANT TO [] CODE
CHAPTER [] AND THE LOCAL RULES OF THE CITY

_____, 2026

The City Council, the governing body of the gas utility of the City of Falls City, State of Nebraska, met in _____ session, in the _____, at _____ [AM/PM]., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ITS GAS SUPPLY AGREEMENT WITH PEFA, INC IN CONNECTION WITH THE RESET OF THE AVAILABLE DISCOUNT IN PEFA, INC.'S GAS PREPAYMENT PROJECT; APPROVING THE ISSUANCE OF BONDS BY PEFA, INC.; AND RELATED MATTERS

WHEREAS, PEFA, Inc. has acquired long-term natural gas supplies from Aron Gas Prepay 1, LLC ("Prepay Supplier"), pursuant to a Prepaid Natural Gas Sales Agreement (the "Prepaid Agreement"), dated as of May 22, 2019, for resale to those public gas distribution systems that elected to contract with PEFA, Inc. for a portion of the gas purchased from Prepay Supplier (the "Prepaid Project"); and

WHEREAS, in order to fund the prepayment of gas supplies in connection with the Prepaid Project, PEFA, Inc. issued its Gas Project Revenue Bonds, Series 2019 (the "Series 2019 Bonds"); and

WHEREAS, the gas utility of the City of Falls City, State of Nebraska ("Gas Purchaser") and PEFA, Inc. are parties to that certain Gas Supply Agreement dated as of May 1, 2019 (the "Supply Agreement") providing for the sale and purchase of gas supplies from the Prepaid Project, and capitalized terms used and not defined in this resolution shall have the meanings assigned to them in the Supply Agreement; and

WHEREAS, the Supply Agreement provides for the periodic re-calculation of the Available Discount for Reset Periods subsequent to the Initial Discount Period pursuant to procedures and parameters set forth in a Re-Pricing Agreement between PEFA, Inc. and Prepay

Supplier; and

WHEREAS, the Initial Discount Period expires on July 31, 2026 and pursuant to the Re-Pricing Agreement the amount of the Available Discount and the length of the Reset Period during which the Available Discount will be in effect will be determined; and

WHEREAS, PEFA, Inc. is in discussions with Prepay Supplier in connection with the optimal approach to structuring the refunding of the Series 2019 Bonds with the issuance of PEFA, Inc.'s Series 2026 Bonds (the "Series 2026 Bonds") and is considering different options which affect the Available Discount for the Reset Period, including different options for the term, volumes, and discount to be available during the Reset Period; and

WHEREAS, certain of those options may require an amendment to the Supply Agreement, while others may not;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council, the governing body of the gas utility of the City of Falls City, State of Nebraska (the "Governing Body"), as follows:

SECTION 1: The Mayor (the "Authorized Officer") is hereby authorized to (a) respond to all notices provided by PEFA, Inc. with respect to the estimated Available Discount and the final Available Discount for the upcoming Reset Period, (b) accept an Available Discount for the next Reset Period that is less than the Minimum Discount specified in the Supply Agreement; and (c) enter into an amendment to the Supply Agreement between Gas Purchaser and PEFA, Inc., if necessary and appropriate, to reflect such changes to the Supply Agreement as shall be necessary or desirable in structuring the best resolution of the Reset Period options that may be available to PEFA, Inc. under the Re-Pricing Agreement, including, without limitation, (i) an extension to the Delivery Period specified in the Supply Agreement; and (ii) a reduction or increase to the volume of gas purchased from PEFA, Inc. under the Supply Agreement subject to federal tax requirements.

SECTION 2: The amendment to the Supply Agreement shall be substantially in the form attached hereto as Exhibit A (the "Amendment"), which such form is hereby approved, to include such completions, deletions, insertions, revisions, and other changes as may be approved by the Authorized Officer executing same with the advice of counsel, their execution to constitute conclusive evidence of their approval of any such changes.

SECTION 3: The Governing Body approves the Prepaid Project undertaken by PEFA, Inc. and the portion of the Series 2026 Bonds issued by PEFA, Inc. on behalf of the Gas Purchaser, and consents to the pledge of all of PEFA, Inc.'s right, title and interest under the Supply Agreement, including the right to receive performance by Gas Purchaser of its obligations thereunder, to secure the payment of principal of and interest on the Series 2026 Bonds.

SECTION 4: The officers and employees of Gas Purchaser, as well as any other agent or

representative of Gas Purchaser (including, without limitation, Clayton Energy), are hereby authorized and directed to cooperate with and provide PEFA, Inc., the underwriters of the Series 2026 Bonds, and their agents and representatives with such information relating to Gas Purchaser as is necessary for use in the preparation and distribution of a preliminary official statement or other disclosure document used in connection with the sale of the Series 2026 Bonds. After the Series 2026 Bonds have been sold, any officer or employee of Gas Purchaser, or any agent or representative designated by Gas Purchaser, shall make such completions, deletions, insertions, revisions, and other changes in the preliminary official statement relating to Gas Purchaser not inconsistent with this Resolution as are necessary or desirable to complete it as a final official statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Governing Body hereby covenants and agrees that Gas Purchaser will cooperate with PEFA, Inc. in the discharge of PEFA, Inc.'s obligations to provide annual financial and operating information and notification as to material events with respect to Gas Purchaser as may be required by the Rule. Any officer or any employee of Gas Purchaser, or such other agent or representative of Gas Purchaser as shall be appropriate (including, without limitation, Clayton Energy), is hereby authorized and directed to provide such information as shall be required for such compliance, and such officer or employee may execute a continuing disclosure agreement with respect to the provision of such information if requested to do so by the underwriters of the Series 2026 Bonds.

SECTION 5: The Series 2026 Bonds are not obligations of Gas Purchaser but are special limited obligations of PEFA, Inc. payable solely from the revenues and receipts pledged by PEFA, Inc. under the Indenture, including the revenues and receipts arising from the sale of gas to Project Participants. By consenting to the pledge of the Supply Agreement and agreeing to provide information for inclusion in the official statement, Gas Purchaser is not incurring any financial liability with respect to the Series 2026 Bonds. The principal, redemption price and purchase price (to the extent payable by PEFA, Inc. upon tender for purchase in accordance with the provisions of the financing documents authorizing issuance of the Series 2026 Bonds, or any loan agreement, trust agreement or other agreements of PEFA, Inc. required thereby (the "Financing Documents")) of the Series 2026 Bonds and the interest thereon, shall be payable solely from, and secured solely by, the revenues, funds and other assets of PEFA, Inc. pledged therefor under the applicable Financing Documents and shall not constitute a special or general obligation of the Gas Purchaser or the City, or a charge against the general credit or other funds of the Gas Purchaser or the City. The Series 2026 Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Gas Purchaser or the City or any of its income or receipts. Neither the faith and credit nor the taxing power of the State of Nebraska (the "State") or the Gas Purchaser or the City or any other public agency shall be pledged to the payment of the principal, redemption price or purchase price of, or the interest on, the Series 2026 Bonds. The issuance by PEFA, Inc. of the Series 2026 Bonds shall not directly, indirectly or contingently obligate the State, the Gas Purchaser or the City or any other public agency, to levy or pledge any form of taxation or to make any appropriation for the payment of the Series 2026 Bonds. The payment of the principal, redemption price or purchase price of, or interest on, the Series

2026 Bonds shall not constitute a debt, liability or obligation of the State, the Gas Purchaser or the City, or any other public agency.

SECTION 6. The Governing Body understands and agrees that Ahlers & Cooney, P.C, represents the Agency and PEFA, Inc., in connection with the Agency Agreement, the Supply Agreement, the Series 2026 Bonds, and associated documents and transactions, and, hereby consents to such representation and to the extent such representation might be an actual, potential, or perceived conflict of interest, the Governing Body waives any such conflict and consents to said representation.

SECTION 7: The Authorized Officer is hereby authorized to execute any such other closing documents or certificates which may be required or contemplated in connection with the execution and delivery of the Amendment to the Supply Agreement or the establishment of a new Reset Period for the Prepaid Project.

SECTION 8: This Resolution shall take effect immediately upon its adoption and shall be effective for all decisions that may be made for the upcoming Reset Period under the Supply Agreement between Gas Purchaser and PEFA, Inc., and for the finalization of any amendments to the Supply Agreement in order to effectuate the refunding of PEFA, Inc.'s Series 2019 Bonds.

SECTION 9: If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 10: All other resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

PASSED AND APPROVED this ____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

(SEAL)

EXHIBIT A
FORM OF AMENDMENT TO GAS
SUPPLY AGREEMENT

[Attached]

4915-5864-2580-1\22170-002

AMENDMENT TO GAS SUPPLY AGREEMENT

This AMENDMENT TO GAS SUPPLY AGREEMENT (this “*Amendment*”) is entered into as of the 1st day of [____], 2026, by and between PEFA, Inc., a non-profit corporation duly organized and existing under the laws of the State of Iowa and, in particular, Iowa Code Chapter 504, as amended from time to time (the “*Act*”), and [Project Participant], a public body and political subdivision created and existing under the laws of the State of _____ (the “*Gas Purchaser*”). PEFA, Inc. and the Gas Purchaser may be referred to individually in this Amendment from time to time as a “*Party*” or collectively as the “*Parties*”. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Supply Agreement referenced below.

WHEREAS, PEFA, Inc. issued its Gas Project Revenue Bonds, Series 2019 (the “*Series 2019 Bonds*”), pursuant to a Trust Indenture, dated as of May 1, 2019; and

WHEREAS, proceeds of the Series 2019 Bonds were applied by PEFA, Inc. to purchase an approximately 30-year prepaid supply of natural gas (the “*Gas Supply*”) from Aron Gas Prepay 1 LLC. (“*Prepay LLC*”), as seller, pursuant to a Prepaid Natural Gas Sales Agreement, dated as of May 22, 2019 (the “*Prepaid Gas Agreement*”); and

WHEREAS, in connection with its acquisition of the Gas Supply, PEFA, Inc. and the Gas Purchaser entered into that certain Gas Supply Agreement, dated as of May 1, 2019, providing for the sale of a portion of the Gas Supply by PEFA, Inc. to the Gas Purchaser (the “*Supply Agreement*”); and

WHEREAS, PEFA, Inc. and U.S. Bank National Association, as trustee, have entered into an Amended and Restated Trust Indenture, dated as of [____] 1, 2026, providing for the issuance of PEFA, Inc.'s Gas Supply Revenue Refunding Bonds, Series 2026A (the “*2026A Bonds*”); and

WHEREAS, a portion of the proceeds of the 2026A Bonds will be used by PEFA, Inc. to prepay the costs of the acquisition of an additional supply of natural gas under an Amended and Restated Prepaid Gas Agreement, a portion of which will be resold to the Gas Purchaser; and

WHEREAS, in connection with the issuance of the 2026A Bonds, PEFA, Inc. and the Gas Purchaser have agreed to amend certain provisions of the Supply Agreement as provided herein;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
AMENDMENTS TO SUPPLY AGREEMENT

Section 1.1. Amendments to Section Recitals. The second paragraph of the Recitals is amended and restated in its entirety as follows:

WHEREAS, PEFA, Inc. has planned and developed a project to acquire long-term Gas supplies originally from Aron Gas Prepay 1 LLC (“*Prepay LLC*”), a Delaware limited liability company and a special purpose entity created by J. Aron & Company LLC (“*J. Aron*”) a New York limited liability company and a wholly-owned subsidiary of The Goldman Sachs Group, Inc., pursuant to a Prepaid Natural Gas Sales Agreement, dated as of May 22, 2019 (the “*Original Prepaid Gas Agreement*”), which such Original Prepaid Gas Agreement has been amended pursuant to that certain Amended & Restated Prepaid Natural Gas Sales Agreement (the “*Prepaid Gas Agreement*”), dated as of [____], 2026, by and between PEFA, Inc. and Prepay LLC, to meet a portion of the Gas supply requirements of Gas Purchaser and other publicly owned gas that elect to participate (together the “*Project Participants*”) through a gas prepayment project (the “*Project*”); and

Section 1.2. Amendments to Section 1.2. Section 1.2 of the Supply Agreement is hereby amended by (a) deleting the definitions of the terms “*Available Discount*”, “*Indenture*”, “*Bonds*”, “*Commodity Swaps*”, “*Commodity Swap Counterparties*”, “*Monthly Discount*”, “*Re-Pricing Agreement*”, and “*Trustee*” in their entirety and replacing them with the following and (b) adding the definition of the term “*Delivery Month*” as set forth below.

“*Available Discount*” means, for each Delivery Month of a Reset Period, the amount, expressed in cents per MMBtu (rounded down to the nearest one-half cent), determined by the Calculation Agent pursuant to the Re-Pricing Agreement. The Available Discount shall equal the sum of the applicable Monthly Discount and any anticipated Annual Refunds for the applicable Reset Period. Following the establishment of a new Available Discount for a Reset Period, PEFA, Inc. shall prepare an updated Exhibit C to this Agreement showing the amount of the Monthly Discount and projected Annual Refund for such Reset Period.

“*Indenture*” means the Trust Indenture, dated as of May 1, 2019, between PEFA, Inc. and the Trustee, as amended and restated by the Amended and Restated Trust Indenture, dated as of [____] 1, 2026, as the same may be amended or supplemented in accordance with its terms.

“*Bonds*” means the Series 2019 Bonds, the Series 2026A Bonds and any Refunding Bonds issued from time to time pursuant to the Indenture.

“*Commodity Swaps*” means (i) the ISDA Master Agreement dated as of May 22, 2019, together with the Schedule thereto dated as of May 22, 2019, and a related Confirmation dated [____], 2026, between PEFA, Inc. and JP Morgan Chase Bank, National Association; (ii) the ISDA Master Agreement dated as of May 22, 2019, together with the Schedule thereto dated May 22, 2019, and a related Amended & Restated

Confirmation dated [____], 2026, between PEFA, Inc. and BP Energy Company; and (iii) each replacement commodity swap entered into pursuant to the Prepaid Gas Agreement.

“*Commodity Swap Counterparties*” means PEFA, Inc.’s counterparties under the Commodity Swaps, which as of the date hereof are JP Morgan Chase, National Association and BP Energy Company.

“*Delivery Month*” means each Month in which delivery and receipt of the DCQ are to be made under this Agreement.

“*Monthly Discount*” means (i) for each Month of the Initial Reset Period, 25 cents (\$0.25) per MMBtu, and (ii) for each Month of a Reset Period thereafter, the Monthly Discount portion of the Available Discount determined by the Calculation Agent pursuant to the Re-Pricing Agreement and set forth in Exhibit C hereto.

“*Re-Pricing Agreement*” means the Amended & Restated Re-Pricing Agreement, dated as of [____], 2026, by and between Prepay LLC and PEFA, Inc., as amended or supplemented from time to time in accordance with its terms.

“*Trustee*” means U.S. Bank National Association, as trustee for the Series 2019 Bonds under the Bond Indenture dated as of May 1, 2019, and U.S. Bank National Association, as trustee for the 2026A Bonds under the Amended and Restated Trust Indenture, dated as of [____] 1, 2026.

Section 1.3. Amendment of Section 2.1. Section 2.1 of the Supply Agreement is hereby amended by deleting the date “July 31, 2049” and replacing it with “[October 31], 20[56]”.

Section 1.4. Revisions to Article XVIII. Article XVIII (Notices) is revised by amending the notice information and payment information for PEFA, Inc. effective for all invoices issued under this Supply Agreement after [____] 1, 2026:

PEFA Inc.:

Correspondence, Notices, Billing:

PEFA, Inc.
123 3rd Avenue S
Coon Rapids, IA 50058
Attention: Bradley A. Honold

With a copy to:

Clayton Energy Corporation
514 North Linden
Wahoo, NE 68066
Phone: 402-443-1500

Fax: 402-443-1900
Email: blindley@claytonenergy.com
Contact: William C. Lindley

Payments:

U.S. Bank National Association
ABA#: 091000022
FBO: U.S. Bank Trust NA
A/C#: 180121167365
FFC: [] - PEFA 2026A Rev Fd

Section 1.5. Amendment of Exhibit B – Daily Contract Quantities and Contract Index Price. The Supply Agreement is hereby amended by deleting Exhibit B thereto in its entirety and replacing it with a new Exhibit B in the form attached to this Amendment as Attachment A.

Section 1.6. Amendment of Exhibit C – Delivery Point Premium; Available Discount. The Supply Agreement is hereby amended by deleting Exhibit C thereto in its entirety and replacing it with a new Exhibit C in the form attached to this Amendment as Attachment B.

ARTICLE II

MISCELLANEOUS

Section 2.1. Effect of Amendment. Except as otherwise amended by this Amendment, the Supply Agreement shall be and remain in full force and effect, and the execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy under the Supply Agreement, nor constitute a waiver of any provision of the Supply Agreement. PEFA, Inc. and the Gas Purchaser hereby ratify and affirm all payment and performance obligations, contingent or otherwise, under the Supply Agreement and acknowledge that the Supply Agreement, as amended hereby, remains in full force and effect and is hereby ratified and affirmed.

Section 2.2. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment, together with the Supply Agreement, constitutes the entire contract between the Parties relating to the subject matter hereof and thereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment. The Parties agree that an electronic signature of a Party to this Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Amendment.

Section 2.3. Governing Law. This Amendment and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the State of Iowa, without reference to the conflict of laws principles therein; provided, however, that the authority

of Gas Purchaser to enter into this Amendment shall be governed by and interpreted in accordance with the state or commonwealth, as applicable, of its formation.

Section 2.4. Closing. The consummation of the transactions contemplated in this Amendment (the “*Closing*”) shall take place at the offices of Ahlers Cooney, P.C. or at such other place as the Parties may agree, on or before [____], 2026 (such date of the Closing being the “*Closing Date*”). In the event that the Closing has not taken place by the end of the day on the Closing Date, this Amendment shall be void and of no force or effect and the Supply Agreement shall remain in full force and effect as though the Amendment had not been entered into.

Section 2.5. Closing Deliverables. On the Closing Date, Gas Purchaser shall deliver to PEFA, Inc.: (i) a Federal Tax Certificate in substantially the form set forth in Attachment C to this Amendment; (ii) a Closing Certificate in substantially the form set forth in Attachment D to this Amendment; and (iii) an opinion of counsel to the Gas Purchaser in substantially the form set forth in Attachment E to this Amendment.

Section 2.6. Tax-Exempt Status of Bonds. Gas Purchaser acknowledges, agrees to and reaffirms its obligations set forth in Section 23.1 of the Supply Agreement regarding the tax-exempt status of the Bonds.

(Signatures appear on the following page)

IN WITNESS whereof this Amendment has been executed on the date first above written.

[PROJECT PARTICIPANT]

By: _____ Attested By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

PEFA, INC.

By: _____ Attested By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

EXHIBIT B

DAILY CONTRACT QUANTITIES AND CONTRACT INDEX PRICE

EXHIBIT C

DELIVERY POINT PREMIUM; AVAILABLE DISCOUNT

Delivery Point Premium:

The Delivery Point Premium shall be initially identified in the Index Description included on Exhibit B.

In the event that the Delivery Point Premium changes, PEFA, Inc. may, in its sole discretion provide Gas Purchaser with an updated Exhibit B revising the Delivery Point Premium to reflect changes to the basis differential incurred in obtaining supply at such Delivery Points.

Available Discount:

For the period from [] 1, 2026, through [], 20[], the Monthly Discount, Projected Annual Refund, and Available Discount are as set forth below.

Monthly Discount	\$0.[]/MMBtu
Projected Annual Refund	\$0.[]/MMBtu
Available Discount	\$0.[]/MMBtu

FORM OF FEDERAL TAX CERTIFICATE

_____, 2026

This Federal Tax Certificate is executed in connection with the Amendment to the Gas Supply Agreement dated as of [] 1, 2026, amending the Gas Supply Agreement dated as of May 1, 2019 (as so amended, the "Supply Agreement"), by and between PEFA, Inc. and [Project Participant] ("Gas Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supply Agreement, in the Tax Certificate and Agreement, or in the Bond Indenture.

WHEREAS Gas Purchaser acknowledges that PEFA, Inc. is issuing the Bonds to fund the prepayment price under the Prepaid Gas Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Gas Purchaser's use of Gas acquired pursuant to the Supply Agreement and certain funds and accounts of Gas Purchaser will affect the Bonds' qualification for such tax exemption.

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Gas Purchaser is a public body and political subdivision created and existing pursuant to the provisions of _____ law. Gas Purchaser is in compliance with the Federal Tax Certificate it delivered on May 1, 2019, in connection with the Supply Agreement.
2. Gas Purchaser will resell all of the Gas acquired pursuant to the Supply Agreement to its retail Gas customers within its Gas service area, to its municipal wholesale customers, which will resell the Gas to their customers within their Gas service areas, or to its joint action agency customers for sale to their municipal customers for resale to their retail customers in their Gas service areas, with retail sales in all cases being made pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts. For purposes of the foregoing sentence, the term "service area" means (x) the area throughout which Gas Purchaser, Gas Purchaser's municipal wholesale customers, or a joint action agency's municipal customers, provided Gas transmission or distribution service at all times during the 5-year period ending on December 31, 2025, and from then until the date of issuance of the Bonds (the "Closing Date"), and (y) any area recognized as the service area of Gas Purchaser, Gas Purchaser's municipal wholesale customers, or a joint action agency's municipal customers, under state or federal law
3. The annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, by municipal wholesale customers of Gas Purchaser for resale within the service areas of such municipal wholesale customers, and by a joint action agency from Gas Purchaser for resale to its municipal customers for resale to their retail customers within those municipal customers' Gas service areas, as adjusted for new retail loads under contracts with terms of less than three years in Gas Purchaser's service area, is [] MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Agreement is [] MMBtu. The maximum volumes of Gas being acquired annually pursuant to the Supply Agreement are [] MMBtu. The maximum annual amount of Gas which Gas Purchaser otherwise has a right to acquire, as of the Closing Date,

is [] MMBtu. The maximum annual amount of Gas which Gas Purchaser holds in storage as of the Closing Date is [] MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Agreement, (b) the amount of Gas which Gas Purchaser otherwise has a right to acquire, and (c) the annual average amount of Gas which Gas Purchaser holds in storage is [] MMBtu. Accordingly, the amount of Gas to be acquired under the Supply Agreement by Gas Purchaser, supplemented by the amount of Gas otherwise available to Gas Purchaser as of the Closing Date, during any year does not exceed the sum of (i) []% of the annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, by municipal wholesale customers of Gas Purchaser for resale to customers of such municipal wholesale customers within such customers' service areas, or by a joint action agency from Gas Purchaser for resale to its municipal customers for resale to their retail customers within those municipal customers' Gas service areas; and (ii) the amount of Gas to be used to transport the prepaid Gas to Gas Purchaser during such year. For purposes of this paragraph 3, the term "testing period" means the 5 calendar years ending December 31, 2025, and the term "service area" means (x) the area throughout which Gas Purchaser provided Gas transmission or distribution service at all times during the testing period, (y) any area within a county contiguous to the area described in (x) in which retail customers of Gas Purchaser are located if such area is not also served by another utility providing Gas services, and (z) any area recognized as the service area of Gas Purchaser under state or federal law.

4. Gas Purchaser expects to pay for Gas acquired pursuant to the Supply Agreement with funds derived from its Gas distribution operations. Gas Purchaser expects to use current Gas revenues to pay for current Gas acquisitions. There are no funds or accounts of Gas Purchaser or any person who is a Related Person to Gas Purchaser in which monies are invested and which are reasonably expected to be used to pay for Gas acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Gas Purchaser or any persons who are Related Persons to Gas Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

(Signatures appear on the following page)

IN WITNESS WHEREOF the undersigned has executed this Federal Tax Certificate on and as of the date first written above.

[PROJECT PARTICIPANT]

By: _____

Name:

Title:

FORM OF CLOSING CERTIFICATE

_____, 2026

Re: PEFA, Inc.
Gas Project Revenue Refunding Bonds,
Series 2026A

The undersigned [TITLE] of [Project Participant] (the “Gas Purchaser”), hereby certifies as follows in connection with the Amendment to the Gas Supply Agreement dated as of [_____] 1, 2026, (the “Amendment”) amending the Gas Supply Agreement dated as of May, 1, 2019 (the “Agreement”), between the Gas Purchaser and PEFA, Inc. and the issuance and sale by PEFA, Inc. of the above-referenced bonds (the “Bonds”) (capitalized terms used and not defined herein shall have the meanings given to them in the Agreement, as amended by the Amendment):

1. Gas Purchaser is a public body and political subdivision, duly created and validly existing and in good standing under the laws of the State of _____ (the “State”), and has the corporate power and authority to enter into and perform its obligations under the Amendment.

2. By all necessary official action on its part, the Gas Purchaser has duly authorized and approved the execution and delivery of, and the performance by the Gas Purchaser of the obligations on its part contained in the Amendment, and such authorization and approval has not been amended, supplemented, rescinded or modified in any respect since the date thereof.

3. The Amendment constitutes the legal, valid and binding obligation of the Gas Purchaser.

4. The authorization, execution and delivery of the Amendment and compliance with the provisions on the Gas Purchaser's part contained therein (a) will not conflict with or constitute a breach of or default in any material respect under (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

5. The Gas Purchaser is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Gas Purchaser is a party or to which the Gas Purchaser or any of its property or assets are subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default in any material respect by the Gas Purchaser under any of the foregoing.

6. Payments to be made by the Gas Purchaser under the Agreement, as amended by the Amendment, shall constitute operating expenses of the Gas Purchaser's utility system payable solely from the revenues and other available funds of Gas Purchaser's utility system as a cost of purchased gas. The application of the revenues and other available funds of the Gas Purchaser's utility system to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. No litigation, proceeding or tax challenge is pending or, to its knowledge, threatened, against the Gas Purchaser in any court or administrative body which would (a) contest the right of the officials of the Gas Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Gas Purchaser, (c) contest the validity, due authorization and execution of the Amendment or (d) attempt to limit, enjoin or otherwise restrict or prevent the Gas Purchaser from executing, delivering and performing the Agreement as amended by the Amendment, nor to the knowledge of the Gas Purchaser is there any basis therefor.

8. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Gas Purchaser of its obligations under the Agreement, as amended by the Amendment, have been duly obtained.

9. The representations and warranties of the Gas Purchaser contained in the Agreement were true, complete and correct on and as of the date thereof and are true, complete and correct on and as of the date hereof.

10. The statements and information with respect to the Gas Purchaser contained in the Preliminary Official Statement dated [____], 2026, and the Official Statement dated [____], 2026, with respect to the Bonds, including Appendix B thereto (the "Official Statement"), fairly and accurately describes and summarizes the financial and operating position of the Gas Purchaser for the periods shown therein, and such statements and information did not as of the date of the Official Statement and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements and information, in the light of the circumstances under which they were made, not misleading.

11. No event affecting the Gas Purchaser has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements and information with respect to the Gas Purchaser contained therein, in light of the circumstances under which they were made, not misleading in any material respect.

(Signatures appear on the following page)

IN WITNESS WHEREOF the undersigned has executed this Certificate on and as of the date first written above.

[Project Participant]

By: _____

Name:

Title:

FORM OF OPINION OF COUNSEL
TO GAS PURCHASER

_____, 2026

PEFA, Inc.
123 3rd Avenue S.
Coon Rapids, IA 50058

Aron Gas Prepay 1 LLC
200 West Street
New York, NY 10282-2198

Goldman Sachs & Company LLC
200 West Street
New York, NY 10282

U.S. Bank National Association
1349 W. Peachtree Street, Suite 1050
Atlanta, GA 30309

BP Energy Company
201 Helios Way
Houston, TX 77079

JPMorgan Chase Bank, National Association
4 New York Plaza, 21st Floor
New York, NY 10004

Re: Amendment to the Gas Supply Agreement Between the City
of [Project Participant] and PEFA, Inc. dated [] 1,
2026

Ladies and Gentlemen:

We are counsel to [Project Participant] (the “Gas Purchaser”). We are furnishing this opinion to you in connection with the Amendment to the Gas Supply Agreement dated as of [] 1, 2026 (the “Amendment”), amending the Gas Supply Agreement dated as of May 1, 2019 (the “Agreement”).

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning as is ascribed to them in the Agreement, as amended by the Amendment.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following:

(a) The Constitution and laws of the State of _____ (the "State") including, as applicable, acts, ordinances, certificates, articles, charters, bylaws, and agreements pursuant to which the Gas Purchaser was created and by which it is governed;

(b) Resolution No. [], duly adopted by Gas Purchaser [_____], 2026 (the "Resolution"), and certified as true and correct by certificate and seal, authorizing Gas Purchaser to execute and deliver the Amendment;

(c) A copy of the Amendment executed by Gas Purchaser; and

(d) All outstanding instruments relating to bonds, notes, or other indebtedness of or relating to Gas Purchaser and Gas Purchaser's natural gas distribution system.

We have also examined and relied upon originals or copies, certified or otherwise authenticated to my satisfaction, of such records, documents, certificates, and other instruments, and made such investigations of law, as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, we are of the opinion that:

1. Gas Purchaser is a public body and political subdivision duly created and validly existing under the laws of the State and has the power and authority to deliver gas to retail gas customers desiring such service from Gas Purchaser within its service area, to own its properties, to carry on its business as now being conducted, and to execute, deliver, and perform the Agreement, as amended by the Amendment.

2. The execution, delivery, and performance by Gas Purchaser of the Amendment have been duly authorized by the governing body of Gas Purchaser and do not and will not require, subsequent to the execution of the Amendment by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

5. The Amendment is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

3. No approval, consent or authorization of any governmental or public agency, authority, commission or person, or, to our knowledge, of any holder of any outstanding bonds or other indebtedness of Gas Purchaser, is required with respect to the execution, delivery and performance by Gas Purchaser of the Amendment or Gas Purchaser's participation in the transactions contemplated thereby other than those approvals, consents and/or authorizations that have already been obtained.

4. The authorization, execution and delivery of the Amendment and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) to our knowledge will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

5. Gas Purchaser is not in breach of or default under any applicable constitutional provision or any law or administrative regulation of the State or the United States or any applicable judgment or decree or, to our knowledge, any loan or other agreement, resolution, indenture, bond, note, resolution, agreement or other instrument to which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets is otherwise subject, and to our knowledge no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument.

6. Payments to be made by Gas Purchaser under the Agreement shall constitute operating expenses of Gas Purchaser's utility system payable solely from the revenues and other available funds of Gas Purchaser's utility system as a cost of purchased gas. The application of the revenues and other available funds of Gas Purchaser's utility system to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. As of the date of this opinion, to the best of our knowledge after due inquiry, there is no pending or threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting Gas Purchaser or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of this Agreement nor to our knowledge is there any basis therefore.

This opinion is rendered solely for the use and benefit of the addressees hereto in connection with the Agreement and may not be relied upon other than in connection with the transactions contemplated by the Agreement, or by any other person or entity for any purpose whatsoever, nor may this opinion be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity without the prior written consent of the undersigned.

Very truly yours,

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is entered into as of _____, 202____ by and between Tenaska, Inc., a Delaware corporation (“Tenaska”), and the City of Falls City, Nebraska, a municipal corporation (“City”). Each of Tenaska and City is referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Tenaska and City 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 and City each desire to allow the other Party 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 the other Party or its Representatives in connection with the Purpose. The Party furnishing the Confidential Information is referred to as the “Disclosing Party” and the Party receiving the Confidential Information is referred to as the “Receiving Party.”
2. Except as required by Law (as defined below), 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.
3. Confidential Information does not include:
 - a. information that at the time of disclosure is, or without breach of this Agreement by Receiving Party or its Representatives thereafter becomes, available to the public by publication or otherwise; or
 - b. information that Receiving Party can show was in its possession at the time of disclosure 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 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 Receiving Party or its Representatives without reliance upon Confidential Information.
4. If 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 will be disclosed to Receiving Party.
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 Richardson 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 either Party to enter into any further agreement or negotiation with the other Party or to obligate either Party to refrain from entering into an agreement or negotiation with any other person. Each Party agrees that the other Party 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 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