

SECRETARY'S RECORD, PUBLIC SERVICE COMMISSION

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of Terri Fritz, Director,	)	Docket No. GDC-467/GD-2149
Grain Warehouse and Dealer	)	
Departments, Nebraska Public Service	)	
Commission,	)	
	)	
Complainant,	)	
v.	)	
	)	STIPULATED AGREEMENT
Hansen-Mueller Co.,	)	
	)	
Respondent.	)	

The Grain Dealer Department ("Department") of the Nebraska Public Service Commission ("Commission") and Hansen-Mueller Co., Omaha, Nebraska ("Respondent") hereby jointly stipulate and agree that the Commission may dismiss Respondent from the above-captioned proceeding based on the following:

1. On October 24, 2025, the Department filed a complaint in this docket seeking the assessment of civil penalties against Respondent on the basis that it violated Neb. Rev. Stat. § 75-903 (2) and 291 Neb. Admin. Code § 8-003.09, by failing to make payment on demand as required by Nebraska Statute and Commission Rules and Regulations.
2. Respondent is a grain dealer defined by Neb. Rev. Stat. § 75-902 (5) and Title 291 Neb. Admin. Code Chapter 8 § 001.01 (I) and licensed by the Commission to operate in the state of Nebraska in File No. GD-2149. Respondent's grain dealer license was most recently renewed by the Commission on January 1, 2025.
3. Grain dealers are regulated by the Commission pursuant to the Grain Dealer Act, Neb. Rev. Stat. §§ 75-901 to 75-910 ("Act") and by Neb. Admin. Code Title 291, Ch. 8 of the Commission's Rules and Regulations. Jurisdiction is proper pursuant to Neb. Rev. Stat. § 75-109.01 (2).
4. Pursuant to Neb. Rev. Stat § 75-903 (2) each grain dealer shall file security with the Commission and "Such security shall be furnished on the condition that the licensee will pay for any grain purchased upon demand, not later than

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fifteen days after the date of the last shipment of any contract.”

5. The Department alleges Respondent did not pay Nebraska producers for grain purchased on demand within 15 days of such demand and therefore was in violation of Neb. Rev. Stat. § 75-902 (5).
6. The Department and Respondent enter into this stipulation for the purpose of providing the Commission with a basis for dismissing the Complaint in the above-captioned docket and reinstating the Respondent's Grain Dealer license.
7. The Department and Respondent agree to be bound by the terms of this stipulation only if the Commission enters an Order approving its terms. In the event the Commission determines that it will not enter an Order approving the terms of this stipulation the terms of this stipulation shall be void *ab initio* and Respondent shall be provided additional time to answer the complaint in the above-captioned docket.
8. On October 28, 2025, the Department and Respondent entered into discussions to pursue both resolution of the pending Complaint and reinstatement of Respondent's Grain Dealer license. During those discussions, the Department and Respondent agreed upon the terms and conditions set forth in Sections 9 through 12 of this Stipulated Agreement.
9. Respondent hereby stipulates that it will pay in full all Nebraska producers for any outstanding grain purchase obligations upon demand. On October 31, 2025, Respondent submitted to the Department evidence demonstrating that all Nebraska producers have been paid in full for grain previously purchased and delivered.
10. Respondent hereby stipulates that it will provide the Department with evidence of a valid and active line of credit, and that it will continue to furnish the Commission with updated documentation verifying the line of credit on the first day of each month for three consecutive months, beginning December 1, 2025, and ending February 1, 2026. On October 30, 2025, Respondent initially submitted to the Commission evidence of a line of credit in the amount of [REDACTED] with availability dictated by weekly borrowing base. Current availability between cash on hand and the line of credit is [REDACTED]. Respondent agrees to maintain and update the Department regarding this line of credit in accordance with the terms of this

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Agreement.

11. Respondent hereby stipulates that it will provide the Department with a financial statement balance sheet, prepared in accordance with U.S. Generally Accepted Accounting Principles, reflecting all assets, liabilities, and owners' equity of the company as of a specific date, and that it will continue to submit an updated balance sheet to the Commission on the first day of each month for three consecutive months, beginning December 1, 2025, and ending February 1, 2026. On October 31, 2025, Respondent submitted its preliminary balance sheet dated September 30, 2025, and agrees to submit subsequent balance sheets in accordance with the terms of this Agreement.
12. Respondent hereby stipulates that, in lieu of the assessment of civil penalties, it will pay all Nebraska-based entities for any outstanding grain purchase obligations upon demand, and that all obligations shall be paid in full no later than February 27, 2026.
13. In consideration of the above conditions, the Department agrees, subject to approval by the Commission, to dismiss the complaint in Docket No. GD-2149/GDC-467 and agrees to recommend that the Commission to reinstate the Respondent's Grain Dealer license. Respondent agrees that if any of the above conditions are not fulfilled within the specified timeframe then this stipulated agreement becomes null and void and that the Department may reopen this Complaint at the Department's discretion.
14. The Department and Respondent agree that the terms of this agreement, if approved by the Commission, will be binding upon them and that any failure to comply with the agreement may result in further administrative proceedings. The Department and Respondent agree that this agreement only relates to the above-captioned docket.
15. Respondent acknowledges that further violations may result in the Department seeking increased penalties, including fines up to ten thousand dollars (\$10,000) per violation, pursuant to Neb. Rev. Stat. § 75-156.
16. The Department and Respondent jointly request the Commission to enter an order in this docket approving this stipulation, dismissing the above-captioned complaint, and reinstating Respondent's Grain Dealer License at their next regularly scheduled Commission meeting.

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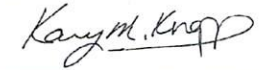
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DATED this 3rd day of November, 2025.

NEBRASKA PUBLIC SERVICE COMMISSION GRAIN
WAREHOUSE DEPARTMENT

By: 
Terri Fritz, Director
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1200 N Street, P.O. Box 94927
Lincoln, Nebraska, 68509

HANSEN-MUELLER CO.

By: 

Print Name: Kary M Knapp

Title: VP & CAO