

# **BOARD OF PUBLIC WORKS**

**Auburn, Nebraska**



**Board Packet  
April 17 at 11:30 a.m.  
BPW Board Room  
1600 O Street**

**Chairman – Chuck Knipe  
Vice Chairman – Rich Wilson  
Secretary – Michael Zaruba  
Acting Secretary – David Grant  
Board Member – Phil Shaw**



**AGENDA FOR THE REGULAR MEETING OF THE  
BOARD OF PUBLIC WORKS TO BE HELD APRIL 17, 2024, AT 11:30 AM  
AT THE BPW BOARD ROOM, 1600 O STREET, AUBURN NE**

- 1) **Roll Call.**
- 2) **Announce** - The Open Meetings Act is posted on the northeast wall of the Board Room.
- 3) **Recognition of Guests** - Anyone wishing to be heard by the Board regarding items may speak at this time. We request that you limit your speaking time to ten minutes per meeting.
- 4) **Discussion / action – CASEY CONNELLY** – Requested to speak to the Board on property at 604 13<sup>th</sup> Street.
- 5) **Discussion / action – 2023 AUDIT REPORT**– Presentation of the 2023 audit report and request for approval from the Board.
- 6) **Discussion / action – BPW PERSONNEL MANUAL REVISIONS** - Review and approval of updated procedures and approved polices is requested.
- 7) **Discussion / action – SMALL BALANCE AND CREDIT BALANCE POLICIES** – Request approval of policies for small collection and credit accounts.
- 8) **Discussion / action – BROWNVILLE WATER/WASTEWATER BILLING AGREEMENT** – Review and possible action to approve billing agreement with the Village of Brownville.
- 9) **Discussion / action –WESTGATE ADDITION POWER EASEMENT**- Requesting approval to change existing 50-foot easement in the Westgate addition to 30 feet.
- 10) **Discussion – SEWER LINING AND REHABILITATION PROJECT** – Updates on the sewer lining project.
- 11) **Discussion / action – LTC MAINTENANCE SUBSTATIONS** – Update on maintenance work to be performed by Midwest Electric Transformer Services.
- 12) **Discussion / action – GENERATOR 4 AIR FUEL RATIO CONTROLS** – Updates provided on the Programmable Logic Controller and other equipment ordered to restore operation of this unit.
- 13) **Discussion / action – ENGINE PLATE COOLER** - Requesting approval to purchase an engine plate cooler for installation on generator #4. Purchase price includes freight cost of \$27,247.00 and installation cost of \$21,502.22, for a total of \$48,749.22.
- 14) **Discussion – OMEGA MORGAN PROJECT** – Updates on equipment being hauled to a project in Hastings. Our line crews are providing support for overhead electrical lines being raised for large items.
- 15) **Discussion / action – PERU WATER LINE** – Updates on Peru water line project.
- 16) **Discussion / action – FINANCIALS:**  
Investments: All things cash: reconciliations, pledging, CDs, allocations

**17) Discussion / action - GENERAL CONSENT ITEMS**

- a. Approve previous meeting's minutes and dispense with reading of same.
- b. Approve monthly compensation of management and employees as previously fixed by the Board.
- c. Approve listing of checks written during month, claims submitted for payment, and recommended transfers.
- d. Approve Free Service Reports.
- e. Approve Quarterly Franchise Fees

**18) REPORTS:**

- a. Electric
- b. Power Plant
- c. Water/Wastewater
- d. Office

**19) Adjourn to the next regular meeting of the Board to be held May 15, 2024, at 11:30 a.m. at the BPW Board Room.**



# BPW BOARD UPDATE

---

APRIL 15, 2024

**CASEY CONNELLY** – Customer wishes to address the Board regarding his property at 604 13<sup>th</sup> Street.

**2023 AUDIT REPORT** – Hamilton and Associates will be at the meeting to present their findings and give you the 2023 financial reports.

**BPW PERSONNEL MANUAL REVISIONS** – Review of BPW Personnel Manual revisions to update procedures and approved policies. Request approval for revisions.

**SMALL BALANCE AND CREDIT BALANCE POLICIES** – Request policies to handle customer account balances under \$25.00 and credit balances less than negative \$25.00. Request approval to write off at management's discretion. Policy would allow this after attempts to contact the customer have been futile and/or essentially unfeasible to collect or remit.

**BROWNVILLE WATER/WASTEWATER BILLING AGREEMENT** – The Village of Brownville through their attorney, has requested that the Board of Public Works reconsider offering the Contract & Agreement for water & wastewater billing, meter reading, and utility collection services that was approved by the BPW on January 17, 2024, and later rescinded. Discussion and possible action to approve and re-offer the agreement effective June 26, 2024, when the existing services terminate.

**WESTGATE ADDITION POWER EASEMENT-** The BPW has an existing 50-foot power line easement running east to west through the Westgate Housing Development. The City of Auburn has requested that the BPW narrow the existing easement to 30 feet within the boundaries of the Westgate Housing Development. Electric Operations Manager Kuhlmann and GM Luhning have determined that we can make the suggested 30 feet work for this portion of the easement. Request approval of the City's request to narrow the existing easement within the Westgate Housing Development boundaries to 30 feet.

**SEWER LINING AND REHABILITATION PROJECT** - Municipal Pipe Tool arrived in town the week of April 8<sup>th</sup> to begin lining of the sewer main locations that did not need any point repairs. We will wait for the digging point repair contractor to arrive to make the needed repairs before the remaining mains will be lined.

**LTC MAINTENANCE SUBSTATIONS** – Kevin has contacted Midwest Electric Transformer Services and they have scheduled April 23<sup>rd</sup> and 24<sup>th</sup> to complete the work.

**GENERATOR 4 AIR FUEL RATIO CONTROLS** – The air fuel ratio controls have been inoperable on Generator 4 and were not included in the last electronic update. Olsson has ordered the Programmable Logic Controller and other equipment for the project.

**GENERATOR 4 ENGINE PLATE COOLER** – Request approval to purchase an engine plate cooler from Mueller \$27,247 which includes freight. We are also requesting approval for installation by Mueller in the amount of \$21,502.22 for a total cost of \$48,749.22.

**OMEGA MORGAN PROJECT** – There will be several semi loads of equipment/materials ranging in heights from 18 to 25 feet traveling from Brownville to Hastings through Auburn on Highway 136. The BPW has submitted all requested paperwork to Omega and is awaiting confirmation on their scheduled timeline.

# BPW BOARD UPDATE

---

APRIL 15, 2024

**PERU WATER LINE** – Water/Wastewater Manager Slater will provide updates on the Peru water line. There was a communications issue that prevented the booster pumps from starting, this was on the Peru end, HOA was contacted to investigate the issue.

**ELECTRIC** – Crews have finished tree trimming for the season. We have been working on fusing changes for transformers and line fuses. This is part of the Arc Flash Study that was conducted. We continue to work on electric line maintenance. We are installing new poles for the holiday season decorations that cross the highways entering Auburn. The old crossings no longer provide clearance needed for the new lights and decorations that were purchased by the City of Auburn. Installation of new poles will clear up any issues for the new decorations. We will be gearing up for pole changes, as well as starting to construct the temporary overhead lines to accommodate clearances needed for the large equipment move. U.S. Cellular is planning to set some poles and install signal booster equipment around town. We will be assisting the city in approving the locations for the poles that will be installed in city right of ways. U.S. Cellular will be responsible for the electric service installation costs, as these will be low energy consumption units.

**POWER PLANT** - We drained and cleaned out our generator 1 cooling tower water storage tank and tube coolers as preventive maintenance. We will be working on getting our outdoor summer cooling equipment back into service for the generating season. A new test bench was installed for our injector testing equipment, we have a few units that we will be testing.

**WATER/WASTEWATER** – Sub-Surface Technologies Inc. is still planning to start in April with the well treatments. We installed five new water service lines and repaired three water leaks in various locations around town. Municipal Pip has started work on the sewer line lining project. They have completed blocks 14 to 16 on Q, blocks 24 - 26 on R Street, block 13 between O and P, and blocks 21 - 23 on K and L. The Lead Service Line Inventory has been completed and approved by the State of Nebraska. BPW has 1,678 water service lines in our inventory. The Peru Booster Station is still operating without the communication working between Peru and Auburn. We are not sure when this will be resolved. The sewer line at Whitlow and Alden has been repaired. Pieter Construction put the catch basin back and replaced the curb and street. We are in Stage 1 of the Emergency Drought Contingency Plan. Static water levels are down to the trigger point of 5'. One good rain that raises the Little Nemaha River should help restore the static levels.

**OFFICE** – The auditors continued to work remotely this month and the staff has provided support for their requests. Projects for utility and material management areas are on the rise with better weather. Half of our employees completed CPR. The other half will take the class April 18th. GM Luhring provided an appreciation lunch for the employees. Staff are fielding calls from customers that have concerns about other companies' projects in town.

<b>Total Customers this Month</b>	<b>2,730</b>	<b>Days of Month</b>
<b>Total Customer Minutes this Month</b>	<b>121,867,200</b>	<b>31</b>

Outage Totals			
		This Month	This Month Last Year
<b>Unscheduled Outages</b>			
Long	# Outages	0	0
	# Customers Out	0	-
	# Minutes Out	0	-
	# Customer Minutes Out	0	-
	# Within City System	0	0
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	-
	# Within City System	0	0
	# Supply to City Minutes	0	0
<b>Scheduled Outages</b>			
Long	# Outages	1	0
	# Customers Out	8	0
	# Minutes Out	40	0
	# Customer Minutes Out	320	0
	# Within City System	1	0
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
<b>Totals</b>			
Total Long Outages		1	0
Total Short Outages (Blinks)		0	0
Total Customers Out (Long)		8	-
Total Customers Affected (Short- Blinks)		0	-
Total Customer Minutes Out		320	-
Total Outages Within City System		1	0
Total Outages in Supply to City		0	0

Number of Outages (by Cause)					
Cause #	Description	Total This Month	This Month Last Year	Rolling AT	% AT
0	Supply to City	0	0	0	0%
1	Overhead Equipment Failure	1	0	4	33%
2	Underground Equipment Failure	0	0	4	33%
3	Weather	0	0	2	17%
4	Birds, Animals, Snakes, etc.	0	0	0	0%
5	Trees	0	0	1	8%
6	Foreign Interference	0	0	0	0%
7	Human	0	0	0	0%
8	Other	0	0	1	8%
9	Unknown	0	0	0	0%
<b>Total</b>		<b>1</b>	<b>0</b>	<b>12</b>	

12 Month Outage Statistics		
Index	As of This Month	As of This Month Last Year
ASAI (%)	99.9990	0.0000
CAIDI (Long) (min)	124.93	0.00
SAIDI (Long) (min)	5.30	0.00
SAIFI (Long) (ints/tot cust)	0.04	0.00
SAIFI (Short) (ints/tot cust)	0.00	0.00

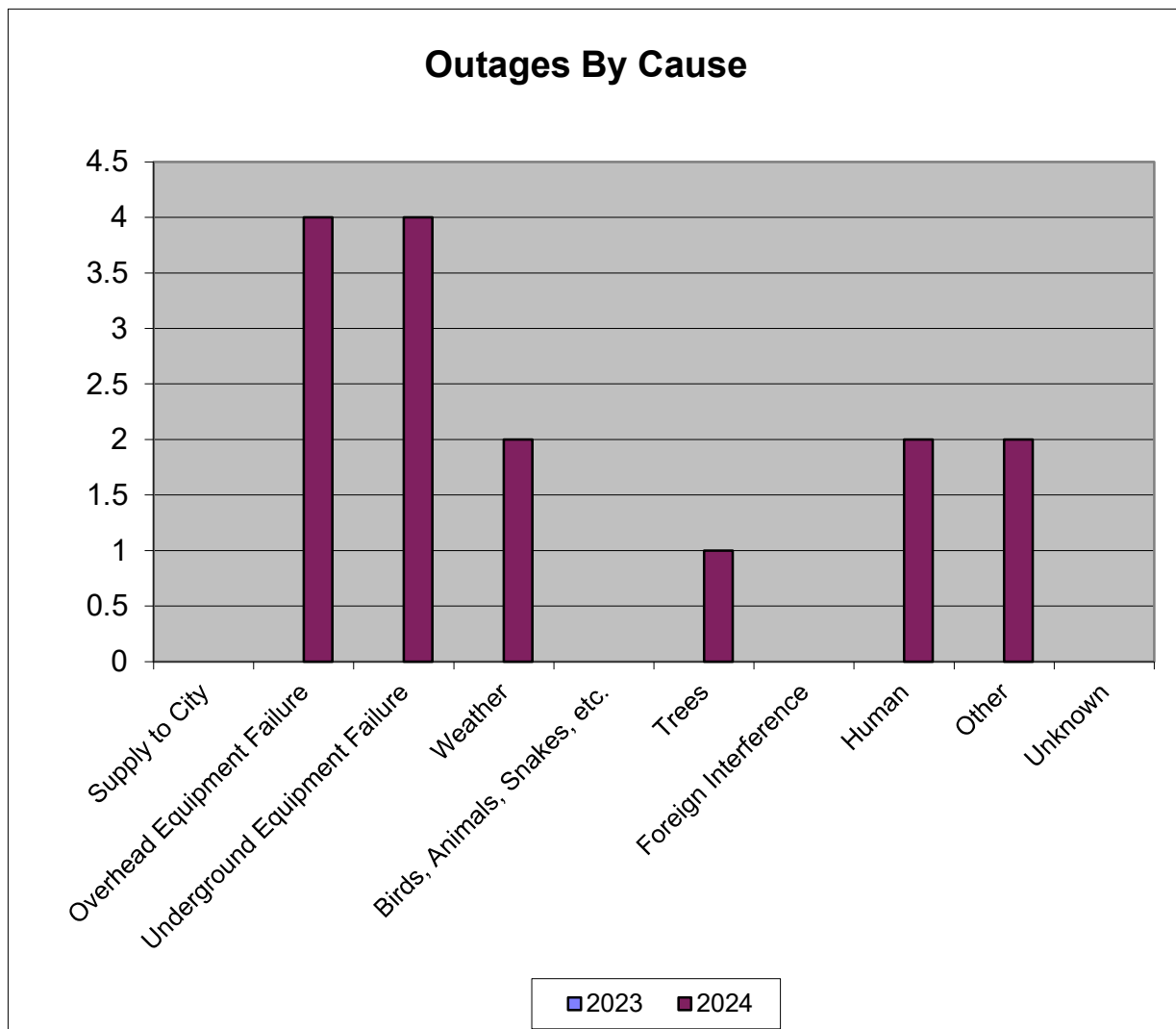
- ASAI - Average Service Availability Index  
(customer minutes available/total customer minutes, as a %)
- CAIDI - Customer Average Interruption Duration Index  
(average minutes interrupted per interrupted customer)
- SAIDI - System Average Interruption Duration Index  
(average minutes interrupted per customer for all customers)
- SAIFI (Long) - System Average Interruption Frequency Index  
(# of long interruptions per customer for all customers)
- SAIFI (Short) - System Average Interruption Frequency Index  
(# of short interruptions per customer for all customers)

S/U - Scheduled or Unscheduled  
 Ints - # of Interruptions  
 Long - >1 min; Short - <1 min  
 Cause # - see table on page 3

# Outage Reasons

4/5/2024

Number of Outages (by Cause)	2023	2024	Increase
Supply to City	0	0	0%
Overhead Equipment Failure	0	4	4%
Underground Equipment Failure	0	4	4%
Weather	0	2	2%
Birds, Animals, Snakes, etc.	0	0	0%
Trees	0	1	1%
Foreign Interference	0	0	0%
Human	0	2	2%
Other	0	2	2%
Unknown	0	0	0%



BOARD OF PUBLIC WORKS

Auburn, Nebraska



PERSONNEL MANUAL

Revised March 20, 2024  
Effective January 1, 2024  
Effective January 1, 2021  
Effective March 8, 2018  
Revised February 8, 2018  
Effective: June 11th, 2015  
Revised: June 11th, 2015

**Table of Contents**

**WELCOME TO THE BOARD OF PUBLIC WORKS!! ..... 2**

**I. INTRODUCTION ..... 4**

**II. EQUAL OPPORTUNITY EMPLOYMENT..... 4**

**III. HARASSMENT PROHIBITED..... 5**

**IV. DEFINITIONS AND CLASSIFICATIONS..... 6**

**V. WORKING CONDITIONS AND PAYROLL..... 8**

**VI. BENEFITS ..... 14**

**VII. WORK RULES ..... 26**

**VIII Conferences, Workshops & Additional Training..... 32**

**IX. Internet, Email and Network Use..... 34**

**X. Email Retention Policy and Procedure ..... 36**

**XI. Health and Safety in the Work Place ..... 37**

**XII. Employee Receipt and Acknowledgment..... 39**

**ATTACHMENT 1 ..... 40**

*Drug and Alcohol Testing: Non-Drivers..... 40*

**EMPLOYEE/APPLICANT CONSENT TO DRUG/ALCOHOL TEST..... 44**

**ATTACHMENT 2 ..... 45**

*Drug and Alcohol Testing: Drivers..... 45*

**EMPLOYEE/APPLICANT CONSENT TO DRUG/ALCOHOL TEST..... 51**

## **WELCOME TO THE BOARD OF PUBLIC WORKS!!**

*We would like to take a few minutes to acquaint you with some background of your employer. The City of Auburn is one of the almost 2,000 cities across the United States that has chosen to provide for its own electric service through a not-for-profit, publicly owned electric utility.*

*On January 3, 1939, the City Council of the City of Auburn established the Board of Public Works and began negotiations to purchase the electric system from Western Public Service Company. The deal was consummated in 1940 for a purchase price of \$352,000. Assets of the combined utilities now are in excess of \$17,700,000.*

*The Board of Public Works serves electric customers in the City of Auburn, Villages of Brownville, Johnson and Nemaha, and rural areas in Nemaha, Richardson, and Johnson Counties. The Board is responsible for the water and sanitary sewer systems, as well as all fire hydrants and the streetlights in the City of Auburn.*

*The Mayor and City Council appoint a five-person Board of local citizens to run the local utility. The General Manager answers to the five-member Board. Answering to the General Manager are the department heads - Electric Operations Manager, Water/Wastewater Operations Manager, and Accounting and Finance Manager.*

*Local control gives the citizens of Auburn an active voice in policies affecting rates, service, and operation. It also means commitment to community service and local people working together to meet local needs.*

*The goal of the Board of Public Works is to provide the best possible service for the lowest possible rates and our employees are our most valuable asset in meeting this goal.*

## I. INTRODUCTION

As an employee of the Auburn Board of Public Works (the "BPW"), you should become familiar with all of the personnel policies set forth below. Following your review, you are to sign and return an *Acknowledgment*, which will be provided to you. This manual, of course, does not cover every policy or procedure adopted by the BPW -- it simply summarizes some of the key points each employee should understand.

The BPW has entered into a collective bargaining agreement ("CBA") effective January 1, 2024, covering the terms of the bargaining unit employees' wages, and other conditions of employment. For bargaining unit employees, if there are any discrepancies between this Personnel Manual and the CBA, the terms of the CBA shall apply. For non-bargaining unit employees, the terms of the Personnel Manual shall govern.

As you review the personnel policies, you should keep in mind several basic concepts. First, our relationship as employer and employee is based on mutual respect and consent, and therefore will continue only as long as both parties find the relationship to be satisfactory. Accordingly, for non-unit employees, you are free to terminate your employment whenever you feel it would be in your best interest to do so. By the same token, the BPW reserves the same right to terminate employment whenever, at the discretion of management, it is felt necessary to do so. This is known as employment "at-will" and all of the policies are subject to this overriding principle. Termination of bargaining unit employees shall be governed by the terms of the CBA.

Second, the personnel policies cannot possibly describe every circumstance that might arise, and therefore should be considered only summaries for your convenient reference. Unless otherwise dictated in the CBA for unit employees, they are not a contract; and the BPW management reserves the right to exercise its discretion when interpreting and applying these policies and to modify the policies at any time.

Finally, because these policies are summaries only, there will be other documents containing more complete rules and requirements to which you will need to refer from time to time. This especially applies in the case of certain benefits, which are governed by insurance policies or other written benefit plans. Do not rely exclusively on the personnel policies with respect to any specific benefit, especially benefits which are provided through outside insurance. All benefit descriptions in these policies are subject to the employee meeting whatever eligibility requirements, qualifications, and conditions are set forth in the insurance policy or benefit plan itself and you should be sure that you understand those provisions.

If you have questions regarding any of the personnel policies or need more information on any subject, please contact your supervisor or the main office.

## II. EQUAL OPPORTUNITY EMPLOYMENT

The Auburn Board of Public Works is an Equal Opportunity Employer and will not discriminate in hiring, firing, promotion, pay or any other term or condition of employment on the basis of race, color, religion, age, sex, marital status, genetic information, pregnancy, or national origin, or on the basis of disability if the employee can perform the essential functions of the job, with reasonable accommodations if necessary. Any employee who is



aware of discriminatory conduct or who has any concern about a possible violation of this policy should immediately report the concern to the BPW management.

### III. HARASSMENT PROHIBITED

Civility and respect for each individual's privacy and dignity are required of all employees of BPW. Any conduct which is inconsistent with these principles is simply not acceptable and will not be tolerated. More specifically, any form of harassment on the job or related to the job - including sexual harassment and also including racial, ethnic, disability, or other harassment - is absolutely prohibited and may result in severe corrective action, possibly including discharge from employment.

Harassment is broadly defined to include any conduct which is personally demeaning or offensive and tends to equate a person's worth to their gender, race, religion, age, disability status, or other personal traits, rather than their ability to perform their jobs and contribute to the success of the BPW. Without limiting the breadth of this definition, harassment specifically includes:

**Sexual harassment in any form:** Sexual harassment is defined by federal regulations as follows:

*"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."*

Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity to physical assault. Examples of some of the kinds of conduct included in the definition of sexual harassment are:

- Sexual relations, sexual contact, or threats or intimation of sexual relations or sexual contact, which are not welcome and freely and mutually agreeable to both parties.
- Continual or repeated remarks with sexual implications, placing sexually suggestive objects or pictures in the work area, or propositions of a sexual nature; or
- Threats or insinuations that the person's employment, wages, promotional opportunities, job assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances or promises or insinuations that any conditions of employment may be favorably affected by submitting to sexual advances.

What is or is not offensive must be viewed from the perspective of the victim, and the fact that no objection is voiced, or the other person seems to be "going a long" does not mean the conduct is acceptable.

**Harassment on the basis of any other improper factor**, such as race, color, religion, age, national origin, genetic expression, or disability. As with sexual harassment, any conduct which could be offensive and create an intimidating, hostile, or offensive working environment on the basis of one of these factors, is improper and is strictly prohibited. This could include, for example, racial slurs, religious jokes, or the assignment of work known to be beyond an individual's disability limitations with the intent to harass or annoy.

An employee, who feels that he or she has been harassed by any supervisor, co-worker, vendor, or other person in the workplace, or who has witnessed harassment of another, has several options to alleviate the situation. Whenever possible, the person doing the harassing should be told, politely but firmly, that such conduct is not acceptable. Alternatively, in any case, a complaint of harassment may be brought to the individual's department head or any member of BPW management.

All sexual harassment cases must be addressed immediately. All employees are strongly encouraged to take appropriate action as soon as possible if they feel they are being harassed or witness harassment by others. All supervisors who become aware of harassment or receive a complaint of harassment must promptly notify the General Manager.

All complaints of harassment will be promptly and thoroughly investigated; and if the complaint is found to be justified, corrective action appropriate to the circumstances will be taken. All complaints and all information given during an investigation will be treated as confidentially as possible, subject to the need to conduct a full and fair investigation, and to inform those individuals who will be involved in any corrective action.

Under no circumstances will any person who in good faith makes a complaint of harassment, or assists in its investigation, is subject to any form of retribution or retaliation. Any person who makes or participates in such retribution or retaliation, directly or indirectly, will be subject to severe corrective action.

#### IV. DEFINITIONS AND CLASSIFICATIONS

**Introductory Employee:** An employee working during the orientation period, which is six (6) months from the first day of work, unless extended.

**Regular Employee:** An employee who has completed the orientation period and remains employed.

**Full-Time:** Regularly scheduled to work forty (40) or more hours per week.

**Part-Time:** Regularly scheduled to work less than forty (40) hours per week.

**Temporary:** Employed with the expectation that employment will be for a short duration, such as on a seasonal or project basis.

**Exempt/Salaried:** All employees who are exempt under the Fair Labor Standards Act (FLSA) are not required to be compensated for any time worked over 40 hours; however, because of the size of the utility and nature of business (storms, call-outs, staff shortages, etc.) the BPW will compensate all employees who are required to work over their normal

work hours as follows: Exempt employees who are required to work more than 40 hours in any workweek, will be given compensatory time, at a rate of one and one-half hours for each overtime hour worked. Compensatory time should be taken within the work week it was earned, but no later than the calendar year, and should be scheduled with the General Manager's approval. Compensatory time will not be allowed to accumulate from year to year. Exempt employees do not receive compensatory pay. Exempt employees are paid a defined annual salary, without reductions in pay for any absences of less than a full day, or for any absences of less than a week due to illness (although time off benefits may be applied to any absence). Exempt employees work all the hours required to perform the job fully and properly.

**Non-exempt/Hourly:** BPW shall comply with the Fair Labor Standards Act (FLSA). Non-exempt employees, who work more than 40 hours in any workweek or 8 hours during any workday, will be paid overtime, or may elect to have compensatory time. Both shall be earned at a rate of one and one-half hours for each overtime hour worked. ~~Employees who elect to take compensatory time must use these hours earned by the end of the next pay period, subject to their supervisor's approval. Compensatory time hours will not be allowed to accumulate. Any unused compensatory time that is over 90 days old will be paid out at the next pay period. ...These sentences contradict each other. Should delete the two marked out.~~

**Compensatory Pay:** Compensatory pay shall be paid to the nearest one-quarter hour. When called back to work, compensatory pay shall be a minimum of **two hours**. When required to work past regular working hours, compensatory time shall be the actual time worked. ~~Shift worker compensatory time is based on scheduled hours worked. .... We don't have "shift workers" and compensatory time is based on actual hours worked not scheduled hours. This sentence will be deleted. Double pay on holidays shall be calculated on "regular" working hours only – all other holiday hours worked will be paid at the regular compensatory rate. ... This last half of the sentence is incorrect as "regular compensatory rate" would be 1.5 times; holiday overtime hours worked earn 2.5 times. The last half of the sentence will be deleted.~~

**Emergency:** An Emergency is an unexpected dangerous or serious situation, such as a wastewater line or water main break, extensive power outage or any other utility situation affecting multiple customers, which happens suddenly or unexpectedly and needs immediate action.

**Holiday Time:** Equivalent to a normal 8-hour workday.

**Spouse:** is defined as a husband or wife as recognized under state law.

**Parent:** is defined as a biological parent, adoptive parent, stepparent, or foster parent of the person on military service.

**Equivalent Position:** is defined as a position which has the same pay, benefits and working conditions; involves the same or substantially similar duties and responsibilities which entail equivalent skill, effort, responsibility and authority; is available at the same or a geographically proximate worksite where the employee had previously been employed; and is on the same or an equivalent work schedule.

**Classifications:** All employee classifications shall be determined by BPW management and may be changed from time to time as warranted by the circumstances. The employee's official classification maintained by management shall be controlling, regardless of the hours worked or duties performed in any individual week.

## V. WORKING CONDITIONS AND PAYROLL

**A. Workweek:** The workweek is defined as the 7- day period commencing at 12:00:01 A.M. Monday and ending at Midnight Sunday each week. Employees are paid on the 15th day and the last working day of each month. If the 15th or last day falls on a weekend, employees will be paid on the last preceding working day. Hours worked will be paid through the day preceding the date the payroll department ~~enters the timesheets into the computer~~ .. "processes payroll." Employee pay will be electronically deposited in their bank account.

**B. Hours of Work:** The workweek shall consist of seven (7) consecutive days beginning at 12:00:01 A.M. on Monday and ending on the following Sunday at midnight. The regular workweek will be forty (40) hours per week, consisting of eight (8) consecutive hours worked during five (5) consecutive days, Monday through Friday. The following schedules shall apply:

Normal Field & Dispatchers work hours shall be 7:30 AM to 4:00 PM

Office staff shall be equally rotated to staff the office from 7:00 AM to 4:00 PM.

Municipal Power Plant personnel may be required to work different hours to accommodate running the plant by mutual agreement.

All changes to the scheduled workweek must be communicated to the employees not less than seven (7) days prior to making the change, unless mutually agreed or an emergency is declared.

Employees will be granted a fifteen (15) minute break once between starting time and meal break and once between the meal break and quitting time. Field employees shall be granted a half (½) hour meal break. Office staff shall be granted a one-hour meal break and may be granted a half (1/2) hour meal break by mutual agreement between the BPW and the employee.

Bargaining unit employees will be paid in accordance with Schedule A of the CBA for time spent traveling from headquarters to the job site, job site to job site, and job site to headquarters. Headquarters means the employee's regular established reporting place. Non-unit employees will be paid in accordance with standards set forth in the Fair Labor Standards Act (FLSA).

Office Hours: In order to accommodate customers and maintain office hours from 7:00 AM – 4:00 PM, office staff shall be equally rotated to staff the office from 7:00 AM to 4:00 PM.

All Employees: Employees are expected to work additional hours if needed and any shift assigned. Lunch and other breaks in the workday will vary by area and shift;

consult your supervisor for these details. Hours of work may be subject to change by the BPW management.

- C. Time Sheets:** All employees must accurately complete **an electronic** time sheet daily. It is the responsibility of each employee to properly record the time that they have worked during a payroll period. Each timecard shall be electronically submitted by the employee **at the end of the pay period to verify the accuracy**. A supervisor will approve hours electronically indicating that the hours claimed were actually worked **and recorded correctly**. Falsifying time records or submitting time records for another employee is prohibited and may result in disciplinary action, up to and including discharge.
- D. Pay Period:** Employees shall be paid on the 15th day and the last working day of each month. If the 15th or last day falls on a weekend, employees shall be paid on the last preceding working day. Hours worked will be paid through the day preceding the date the payroll department ~~enters the timesheets into the computer~~ **processes payroll**. Employee pay will be electronically deposited in their bank account. Employees may elect to have certain amounts deducted from their paychecks (i.e., utility bills, bank loans, insurance premiums, etc.) by notifying their supervisor or the office and completing the appropriate authorization forms.
- E. Attendance:** Prompt and regular attendance is an important job performance factor. All employees shall attend the Main Office, Service Center or assigned location, each day of scheduled work unless they receive authorized leave. Employees should notify their Department Manager of their absence at a minimum of 15 minutes before their scheduled work time to allow for adequate job coverage. Unnecessary, habitual, or frequent tardiness or absence may result in an appropriate pay reduction or disciplinary action up to and including discharge.
- F. Employment Conditions:**
- a. The BPW is committed to meeting its obligations under U.S. immigration law. Accordingly, BPW neither hires nor continues to employ an individual who is not legally authorized to work in the United States. Moreover, BPW does not discriminate on the basis of citizenship status or national origin in recruitment, hiring, or discharge.
  - b. BPW will ensure that all new employees:
    1. Complete and sign the employee's portion of Form I-9, Employment Eligibility Verification; and
    2. Present original documentation supporting the employee's identity and employment eligibility.
    3. If the above requirements are not met or cannot be verified, a candidate cannot be employed at the BPW.
  - c. The BPW may reject any applicant who has been convicted of a crime involving moral turpitude, has made any false statement of any material fact, or practices any deception or fraud during the application process. A conviction will not necessarily disqualify someone from employment; the BPW will consider such

factors as the recency of the conviction, relevance to the position, and other mitigating factors.

- d. Offers of employment are also contingent upon results of a physical examination, security background check, drug and alcohol test, and Motor Vehicle Reports (MVR). A refusal to submit to or to release information as required by BPW shall remove the applicant from employment consideration:

**Physical Examination:** The type of physical examination will be determined by the employee's job description. After receiving a conditional offer of employment, prospective new employees are required to submit to a physical examination to determine their ability to safely and effectively perform the requirements of the position applied for. The physical will be conducted by BPW's consulting physician/clinic.

**Drug Testing:** All prospective new employees are required to submit to a pre-employment drug test. Drawing and preparing the drug testing sample for mailing to the BPW's current provider of these services will be conducted by BPW's consulting physician/clinic.

**MVR Records:** Driving records will be obtained from an outside vendor with which the BPW has contracted and will be requested of all prospective employees. Prospective employees are required to hold a valid State of Nebraska Motor Vehicle License.

**Security/Background Check:** In order to verify the qualifications and backgrounds of individuals before being hired into positions, the BPW will conduct a pre-employment background investigation on final candidate(s).

Background investigation will be performed by an outside vendor with which the BPW has contracted. Background checks will be completed prior to an offer of employment.

A background investigation may include, but not be limited to, a criminal history and social security number trace. All information received in the background investigation process will be maintained in a confidential, secure file, separate from employee personnel files, with access allowed only to those who have a need to know.

An applicant whose background history would indicate a possible risk in the view of management may not be hired.

## G. Evaluations:

- a. **Purpose:** To have a formal system of employee evaluations. To set forth occasions of rating, categories subject to evaluation, define performance rating and provide information on the evaluation process.
- b. **Background:** The purpose of the employee evaluation is to help develop better service and better employees through periodic appraisal and recording of the employee's performance based on consistent standards. The objective of



evaluations is to inform management and the employee of the current status of his or her job performance. Evaluations include assessing the employee's strengths, weaknesses, and providing recognition, as well as direction for the future. It should provide a guide for mutual work planning and review and an opportunity to convert daily impressions into a more objective history of work performance, followed by open-minded discussion of the performance with the employee.

**c. Occasions for Evaluation:**

1. New or Promoted Employees: After six (6) months of time during the orientation period for a new or promoted employee.
2. Annual Appraisal: Each full and part-time employee may receive a performance appraisal at least annually during the month in which their position's anniversary date falls. The position anniversary date is defined as that date on which the employee began their current job. An employee hired July 1, 2014, would have a position anniversary date of July 1, 2015. If the same individual is promoted on December 1, 2015, the position anniversary date would change to December 1, 2015.
3. Supplemental Appraisal: Management, at its option, may perform supplemental performance appraisals at any time.
4. Employee Requested Appraisal: The employee has the option to request and receive a performance appraisal at time intervals not to be more often than once every 90 days.

**d. Performance Subject to Evaluation:** All Employees may be subject to basic performance appraisals. Management should consider the performance skills listed on the evaluation forms as they pertain to their employees. Evaluations may consider managing change, interpersonal skills, communication, quality of work, dependability, innovation, judgment, use and care of BPW materials and equipment, volume of work, job knowledge, adaptability, analytical skills, attendance & punctuality, teamwork & cooperation, initiative, personal appearance & neatness, job attitude, and use of safety equipment.

1. In addition to the personal traits listed on the employee evaluation form, the supervisor and employee shall choose between two and three additional categories related to the employee's specific job.
2. The employee and supervisor shall annually decide on between two to five goals for the following year and the employee shall be rated on meeting the previous year's goals.

**e. Ratings for Appraisal Categories:**

Basic ratings shall be utilized, as follows:

1. Clearly Outstanding: Means exemplary performance far exceeding performance criteria.
2. Exceptional: Means performance which exceeds the level the supervisor normally expects.

3. Satisfactory: Generally, meets supervisor's expectation on performance criteria.
  4. Some Deficiencies Evident: Erratic performance on criteria, falling short of that normally expected and requires remedial attention.
  5. Unsatisfactory: Performance which must receive immediate attention. If an employee receives a rating of "Unsatisfactory" for overall performance, that employee must receive another appraisal in 60 days. If the second appraisal also results in an overall rating of "Unsatisfactory," the employee may be dismissed from BPW service.
- f. **Relationship to Discipline:** Performance appraisals are in themselves neutral in character and not disciplinary actions. Their function is to document opinion on performance in a candid way. However, an overall rating of unsatisfactory may result in a re-rating in 60 days. If the second appraisal also results in an overall unsatisfactory appraisal, the employee may be dismissed.
- H. Orientation Period and Wages:** All new employees will be subject to a minimum of a six (6) month orientation period. At the end of the orientation period (or earlier in management's discretion), the employee's work will be reviewed, and a determination will be made regarding the continuation of the employee's employment.
- For non-unit employees, wage scales will be adopted by BPW management from time to time. Upon recommendation of the supervisor or BPW management, and approval by management and the Board, an employee may be granted a discretionary merit increase (amount determined by the Board) for superior accomplishment. Taxes, social security, and other deductions from pay will be made as required by law.
- Employees are eligible for scale advancements annually on hire date or most recent promotion date except for newly hired employees that will be eligible for their second step after completion of their 6-month orientation period. Approval is contingent upon supervisor or BPW management approval. Any advancements go into effect on the first date of the payroll period. Bargaining unit wages are set forth in the CBA."
- New employees will maintain their 6-month orientation period. **Only** after completion of that period will they proceed on scale, except management may negotiate terms in the hiring process. Scale advancements are always subject to supervisor approval. Bargaining unit wages are set forth in the CBA.
- I. **Payroll Deductions:** Employees may elect to have certain amounts deducted from their paychecks (i.e., tools or equipment purchased from the BPW, bank loans, insurance premiums, etc.) by notifying their supervisor or the office and completing the appropriate authorization form.
  - J. **Reference Policy:** Except where otherwise required by law, the BPW will only provide the following information on former employees: date of hire, end date of employment, starting and ending salary, starting, and ending job title.
  - K. **Resignation:** Employment at BPW is "at will," meaning any party may terminate the employment relationship at any time and for any reason, except as outlined in the CBA for bargaining unit employees. Voluntary resignations must be made in writing. Any



oral resignations will be treated as leave without approval, unless authorized by the supervising official. Under leave without approval, an employee may be terminated for "job abandonment" after 3 days of leave that has not received prior written approval. If the employee wants their formal records to indicate "voluntary resignation", they must request in writing to the BPW Manager.

**L. On-Call Policy and Procedure:** Certain employees are designated as "subject to call or standby call".

Being "subject to call" is defined as being available, as scheduled, for service work during all non-business hours. "Standby call" is defined as being subject to call if more than the scheduled employees are needed, or in the case of an emergency.

Call duty is alternated. Employees are on call for one-week intervals ("call week"). The call week is defined as **from 4:00 P.M. on one Monday until 4:00 P.M. the** following Monday. The frequency of an employee being on call is determined by the number of employees who are trained to take call. **A call schedule shall be posted on a monthly calendar at the Service Center and Power Plant control room.... This is outdated. Should read, "A call schedule will be distributed annually prior to the beginning of each year and redistributed if revised during the year."**

In an emergency situation, it shall be the utility's practice that all trained personnel shall be subject to call.

On-call employees need to be within 30 minutes of the Service Center when on call duty and shall be able to respond to the call promptly after they are notified. Employees who are on call are also required to be fit for duty. It is the responsibility of the utility employees who are on call to be able to be contacted by the dispatchers. If employees are away from their home number, employees should contact the dispatcher and notify them the best way they can be contacted. If employees are on a cell phone, contact the dispatcher and let them know.

Structure fire calls within the BPW service area received from the Nemaha County dispatchers or fire departments shall be treated as a service call.

If the employees on call in a particular week are unavailable, any of the employees trained to take call are subject to call.

If an employee who is scheduled to be on-call wishes to trade call duty with another employee, the employee that is scheduled to be on call forfeits the call pay to the employee who did have call duty.

Employees trading call shall be allowed **only** with the approval of your department manager. If the department manager cannot be reached, the employee may contact the General Manager. If permission is not given to trade call, the employee shall stand call as designated.

If employees are away from their home phone number, employees should contact the dispatcher and notify them of the best way to be contacted. If the employees On Call in a particular week are unavailable, all trained employees are subject to call out.

Failure to comply with any of these procedures may result in a three-day suspension from work without pay, or other corrective action deemed appropriate by BPW management.

**Water/Wastewater Stipend – effective 01/01/2024**

A stipend in the amount of \$10,000.00 will be paid out to a Plant Operator that completes Grade II Water and Grade III Wastewater certifications. Operators that are qualified as a Plant Operator will be required to complete a minimum of 3-month training/rotation in each plant on an annual basis.

A signed stipend agreement will be entered into between Auburn Board of Public Works and any employee receiving the stipend. Retention of 24 months is required upon payout of the stipend. In the event that an employee terminates prior to the 24-month period a prorated payback of \$416.66 per month not completed is required.

**VI. BENEFITS**

The following is a summary of benefits available to employees of BPW, who meet all the eligibility requirements described, and who meet all other conditions described in any applicable insurance policy or separate benefit plan. Unless otherwise indicated here or in the CBA, part-time and temporary employees are not covered by any of these benefits. Please bring any questions about any employee benefit to the BPW office.

**A. Vacation:** Employees are eligible for paid vacation after 90 days employment. The employee shall begin accruing vacation on their date of hire; however, they cannot use accrued vacation until after 90 days of employment. In the event the employee leaves employment of the BPW prior to one year of employment, the unused accrued vacation shall be forfeited and shall not be paid out to the employee. Available vacation is based on full-time work and is reduced proportionately for absences other than vacation time, paid sick leave, paid funeral leave, and holidays. Vacation is accrued as detailed below:

<b>Years of Completed Employment</b>	<b>Vacation Accrual Rate – Per pay period</b>	<b>Vacation Hours Accrued Per Year</b>	<b>Maximum Earned Vacation Hours</b>
1- 5 years	4.35 hrs.	104 hours	128 hours
6-10 years	4.75 hrs.	114 hours	143 hours
11-15 years	6.00 hrs.	144 hours	188 hours
16-19 years	6.84 hrs.	164 hours	218 hours
20-24 years	7.67 hrs.	184 hours	248 hours



employee's spouse, child, or parent. Falsification or abuse of sick leave in any way may result in corrective action up to and including discharge from employment.

Upon resignation, retirement, or death, 25 % of all unused sick leave shall be paid to employees reaching the age of 62 or have been employed for 15 years.

**D. Funeral Leave:** The BPW shall grant up to three (3) days leave of absence because of death in the employees' family for the employee to make arrangements for and attend the funeral. Family members for whom funeral leave will be granted are as follows: spouse, children including stepchildren, parents or parents-in-law, grandparents, including in-laws, grandchildren, brothers including in-laws, sisters including in-laws. All employees shall be granted 4 hours of Pallbearer leave per year.

**E. Faithful Service:** Employees shall receive an amount of \$25.00 for each year worked on the first pay period after completion of 120 months of continuous employment. Each year thereafter, if employment is continuous, employees shall receive an additional \$25.00 for each year worked up to 420 months of continuous employment. Accrual of \$25.00/year shall cease after 420 months. (Example: After 10 years - \$250.00; 35 years - \$875.00; 40 years - \$875.00).

**F. Employee Recognition:** Employees shall receive the following for years of service at the annual Employee Recognition Dinner: 5 Year - \$30.00; 10 Year - \$40.00; 15 Year - \$50.00; 20 Year - \$80.00; 25 Year - \$100.00; 30 Year - \$100.00; 35 Year - \$100.00; 40 Year - \$100.00; 45 Year - \$100.00; 50 Year - \$150.00. Retirement gift shall be governed by the number of years of service but shall not exceed \$500.00.

**G. Overtime Hours:** All time worked by employees over 8 hours per day and 40 hours per work week shall be paid at the rate of time and one half (1.5), with the exception of BPW recognized Holidays and Easter Sunday (midnight-midnight), which shall be paid at two (2) times the employees' base hourly rate of pay. Employees shall be allowed to accrue comp time in lieu of payment for overtime hours worked. Comp time shall accrue at a rate of 1.5 hours for each hour of ~~time and one-half hour overtime~~ worked and 2 hours for each hour worked on a BPW recognized Holiday and Easter Sunday (midnight-midnight). All time shall be computed for the nearest quarter of an hour. Management shall attempt to distribute overtime hours as equally as possible. Employees shall not be required to take time off to avoid payment of overtime.

**H. Call Back Overtime:** A minimum of two (2) hour pay at overtime rate shall be allowed to all employees who are called back to work after having been released from their regular day's work, however, if the on-call employee, continues to work prior to normal release on regular workdays they shall not receive the minimum callback hours and shall be paid for actual hours worked. ...

Need to add ... "The employee shall not be eligible to be paid for another minimum 2-hour callback prior to the expiration of a minimum 2-hour callback. If the call back is less than two (2) hours before the start of their regular work hours, overtime will be for the actual time worked. The Employee shall be paid from the time they are

notified to come to work. Employees working past their normal release time will be paid for actual hours worked at overtime rates.

- I. **Mutual Aid:** The BPW may require employees to assist other communities as requested in the event of an emergency in that community. Any employee assigned to work during an emergency on the property of another utility shall be compensated at the employee's established rate and all BPW policies shall apply.
- J. **On Call Pay:** Utility Employees who are required to pull call duty will be compensated with 7 hours of overtime pay per week. These overtime hours will be paid at 1.5 times their regular pay **scale rate**.
  1. Employees that are On-Call or will be On-Call on a Monday holiday will both receive one-hour of overtime pay for each of these days referred to as On Call Pay.
  2. Comp-Time cannot be accrued in lieu of on-call pay.
  3. All other overtime rules will still apply.

- K. **Family Military Leave under the NFMLA:** Pursuant to the Family Military Leave Act (the "Act"), eligible employees in Nebraska may take a leave of absence when they are the spouse or parent of a person called up to military service for a period of 179 days or longer with the state or the United States pursuant to the orders of the Governor or President. Such a leave is referred to in this policy as "Family Military Leave."

This policy defines the terms and conditions of Family Military Leave. The Act and the regulations of the Department of Labor shall be referred to for any questions not addressed by this policy. The Company shall determine in each case whether an absence qualifies as Family Military Leave.

### **Eligibility**

To be eligible for leave under this policy, the employee must have been employed by the BPW for at least twelve (12) months during his or her lifetime; and also, must have worked at least 1250 hours for the Company during the twelve (12) months preceding the commencement of the leave.

### **Duration**

Family Military Leave under this policy may not exceed thirty (30) days during any period of military service lasting 179 days or longer. The military service period will be measured from the date the person in military service is ordered to report until the end of the deployment pursuant to those orders. Extensions of duty will NOT be considered a new period of military service for purposes of this policy. Eligible employees with a spouse or child who are called up to military service lasting more than 179 days on more than one occasion will receive thirty (30) days of leave for each such period of service. Eligible employees with multiple children called up to military service lasting more than 179 days will receive thirty (30) days of leave for each such child. Leave may be taken on an intermittent or reduced schedule basis

but in no event shall leave be taken in increments of less than one day.

**Unable/Decline to Return**

An employee who is unable or declines to fully return to work upon expiration of Family Military Leave, will be considered to have resigned.

**Notice of Leave**

An employee requesting a leave of absence must notify the Human Resources Department as far in advance as practicable and make reasonable efforts to schedule leave so as to not disrupt BPW operations. Where the period of leave will be five (5) or more consecutive workdays, at least fourteen (14) days, notice must be given. The employee must provide sufficient information as to the reason for the leave to enable the BPW to determine whether it is a Family Military Leave and must provide information as to the expected duration of the leave.

**Regular Reporting**

While on Family Military Leave, employees must keep the Human Resources department informed of their plans to return to work. As a general rule, the employee must contact the Human Resources Department at least once every two (2) weeks; other reporting schedules may be agreed on between the employee and the Human Resources Department based on the employee's individual circumstances. Reasonable notice (at least two business days, and more if possible) is required prior to returning to work on any date other than the originally scheduled return date.

**Certification**

An employee requesting Family Military Leave must provide a written certification from the proper military authority to verify the employee's eligibility for the Family Military Leave requested. This requirement may be waived by the Human Resources Department in cases of emergency or where both the need and the timing of the leave are obvious. The certification must be provided prior to commencement of the leave when the need for leave is foreseeable; in any case, it must be provided within fifteen (15) days after it is requested.

**Failure to Provide Notice/Certification**

Failure to provide required notices or certifications may result in a delay in the leave of absence, or loss of the protections provided by the Family Military Leave Act.

**Salary/Wages**

Family Military Leave is unpaid, except that employees who have accrued but unused vacation or personal leave may use such leave concurrently with their Family Military Leave until such vacation or personal leave is exhausted. If the BPW's paid time off policies imposes less notice or certification requirements than this policy, the lesser requirements will apply during the period of paid time off.

**Benefits**

The employee's group health, life, and disability insurance (if participating) will



remain in effect throughout the Family Military Leave period on the same basis as if the employee were not on leave. During any paid portion of the leave, the employee's premiums will continue to be deducted from payroll. To the extent that payroll does not cover the employee's share of premiums, payments must be delivered to the Human Resources Department. Failure to make premium payments may cause the employee (and covered dependents) to be uninsured during a portion of the leave period. No seniority, sick, vacation or other benefits will accrue during the Family Military Leave; however, if the employee is concurrently using vacation or personal leave, then the BPW's accrual policy for employees using vacation will apply.

### **Return to Work**

Upon return to work, the employee will be restored to his or her prior job, or an equivalent position with pay, benefits and other terms and conditions, unless the employment would have ended even if the employee had not been on leave (for example, if the job has been eliminated due to a staff reduction or reorganization).

### **Non-Discrimination**

The BPW will not discharge, fine, suspend, expel, discipline, or in any other manner discriminate against any employee who exercises any right provided under the Family Military Leave Act and this policy.

- L. Jury Duty:** Employees will be granted time off with pay to the extent necessary to serve mandatory jury duty. Each employee shall notify his/her supervisor and the General Manager of anticipated jury duty or subpoena.

An employee will be granted leave to perform jury duty or answer a subpoena and while on leave, will be paid his/her regular base salary. At completion of jury duty or subpoena, the employee shall pay or endorse his/her compensation check to the BPW and shall retain the payment he/she receives for expenses incurred.

If any employee elects to charge his/her time while attending jury duty or answering a subpoena to vacation, he/she may do so; however, in this instance, the employee will retain the checks for both compensation and expenses.

Employees who are dismissed from duties described above before the BPW's normal quitting time shall return to their respective place of work for the remainder of the day if practical.

Court appearances, as a witness on BPW business, will be counted as time worked. All other court appearances for personal business will be counted as vacation, limited to accumulated vacation leave, or they must be taken unpaid.

- M. Leave of Absence:** A Full-Time employee may request a leave of absence without pay for personal reasons. Consideration will be given to the employee's personal needs and reasons for requesting the leave of absence, and the staffing requirements of the BPW.
- N. Election Board:** Whenever an employee is required to be absent from work to serve in such a capacity, he/she will be allowed a leave of absence with pay, however, any compensation received for such duty shall be turned over to the BPW. The employee's compensation will be their regular base salary. Employees must

provide reasonable notice of their absences when called for jury or election board service, and documentation of pay received for such service. If released from duty during regular working hours, the employee must return to work.

Military Service. Employees who perform and return from military service in the Armed Forces, the military reserves, or the National Guard, will receive compensation, benefits, reinstatement, and other rights as provided by the laws of the United States and the State of Nebraska.

- O. Health Insurance:** The BPW provides a group health insurance plan for employees who meet the stated qualifications and conditions of the plan. A portion of the premium is paid by the BPW. Employees will receive a handbook from the insurer explaining the program in detail. By law (known as the "COBRA" law), employees and their covered dependents are entitled to continue their health insurance coverage at their own expense for a period of time, in situations where coverage would otherwise end due to job loss, death, divorce, legal separation, or loss of dependent status. If one of these events occurs, the office should be notified immediately so that the employee and/or employee's dependents can be provided with additional information and forms.

The BPW offers two Medical Plans for the employee's major medical expenses. The BPW offers a traditional plan (PPO) and a High Deductible Health Plan (HDHP) with four plan enrollment options under each plan: Single, Family, Employee Spouse, and Employee Child. The BPW pays the full cost of the Single enrollment option, and then for all other enrollment options the BPW will pay 65% towards the cost of the elected enrollment option above the cost of the Single enrollment option.

Currently the BPW Health Insurance Plan Deductibles are as follow:

PPO - \$1,200 Single / \$2,400 Family, Employee Spouse, & Employee Child

HDHP- \$2,400 Single / \$4800 Family, Employee Spouse, & Employee Child

- P. Flexible Spending Plan:** The BPW will offer to all employees a Flexible Spending Plan for the employee to elect to have pre-tax salary reductions taken from their pay checks for eligible medical expenses as described in the Board of Public Works Flexible Spending Plan Document. Employees who participate in an HSA are not eligible to participate in the Flex Spending Plan.
- Q. Cash in Lieu of Health Insurance:** If an otherwise eligible employee elects, during the employee's initial enrollment or during any subsequent annual open enrollment, to decline coverage under the BPW's group health insurance plan because the employee has obtained coverage elsewhere, the BPW will pay to the employee the cash value of the forgone coverage. For this purpose, "Cash Value" means, 70% of the amount of the monthly employer contribution for single coverage under the BPW's high deductible health plan. Further, the payment amount will be based on the actual individual age-based health insurance premium cost at an amount not to exceed 70% of this cost. The cash value will be paid to the employee for each full month in which the employee remains employed by the BPW. All cash value payments made to an employee pursuant to this policy will be considered taxable wages to the employee and will be subject to retirement contributions and all applicable federal and state



income and employment tax withholdings.

Generally, if any employee declines coverage under the BPW's group health insurance plan, the employee will not be allowed to enroll in the plan until the plan's next open enrollment period. There are, however, certain changes in status events under the group health insurance plan that will qualify an employee to make a mid-year election to enroll in the plan. In the event one of these events occurs and an employee is permitted to enroll in the group health insurance plan midyear, such employee will not be entitled to any cash value under this policy for any month in which the employee is covered by the plan. For questions regarding whether or when an employee is eligible to elect coverage under the group health insurance plan outside of the employee's initial or annual open enrollment period, the employee should contact the plan administrator of the group health insurance plan.

- R. Health Savings Account (HSA) Spending Plan:** The BPW will offer to all employees who participate in the high deductible health plan an HSA Spending Plan for the employee to elect to have pre-tax salary deductions taken from their pay checks for eligible medical expenses. Employees may participate in the health savings account on the first day of the plan year (January 1) if they participate in the HSA eligible high deductible health plan. Employees may choose to set aside funds, pre-tax, for their own benefit. This reduces employee's taxable wages by any qualified amounts set aside. Qualified expenses under an HSA are generally unreimbursed medical expenses which include medical, dental, and vision care expenses that the employee or employee's family members incur. Employees will receive additional information prior to their eligibility date. The maximum amount of pre-tax deductions for any plan year is determined by the IRS or US Treasury and may be increased from year-to-year for increases in the cost of living. Employees over the age of 55 may be allowed to set aside additional funds depending on IRS or US Treasury Guidelines. This description is a summary only. For more detailed information please contact the Accounting & Finance Manager.
- S. Dental:** The BPW shall make available group dental insurance to all employees and dependents that shall be paid for by the employee.
- T. Vision Insurance:** The BPW shall make available group vision insurance to all employees that will be paid for by the BPW. Additional coverage for the spouse and dependents will be paid for by the employee.
- U. Long Term Disability Insurance:** The BPW provides all full-time and introductory employees with a long-term disability income plan. The plan provides for the payment of benefits in the event of the employee's disability, which extends beyond thirteen (13) weeks. The specific provisions of the long-term disability income plan will be according to the specifications of the plan. Participation in this plan is mandatory, with 100% of the cost paid for by the BPW. Long Term disability payments are made only to employees that are no longer on the BPW's payroll.

Current benefits are 60% of an employee's current rate of pay but may be subject to change. Benefits herein may be coordinated with the benefits authorized under Article 17, sick leave, and as provided by law.

**V. Basic Term Life Insurance:** The BPW provides term life insurance for the employee and the employee's family. BPW pays the entire costs of coverage. Covered employees will receive written materials describing the details of these policies. The coverage is one and one half (1.5) times the employee's base salary up to \$100,000.00; spouse coverage is at \$15,000 and each child's coverage shall be \$10,000 (through age 20 or through age 24 if a full-time student).

Voluntary Life Insurance: Employees may purchase term life insurance above the Board provided coverage.

**W. Pension Plan:** Employees who perform at least one thousand (1,000) hours of service in the 12-month period commencing on the date of hire and anniversaries thereof, who make the required contributions, and who meet other requirements detailed more fully in the Plan document, are eligible to participate in the pension plan, and to receive employer contributions in addition to their own contributions. Notification will be provided to each employee when they are eligible to join the pension plan, or before upon request. A "Plan Summary" will be provided to all participants in the plan and is available upon request to any interested party. Details concerning eligibility, voluntary contributions, vesting rights, tax liabilities, termination of employment, withdrawals from the fund and method of payment are covered in the Plan Summary. Any matter concerning administration of the plan should be determined with reference to all the rules, limitations and other terms of the complete plan document which is kept on file at the BPW Business Office.

The BPW shall provide a 414(h) Pension Plan for their employees.

1. The BPW shall contribute 6.0% of the employee's wage for the term of this agreement to a 414(h) plan with a required minimum employee contribution of 4% of their wage.
2. The BPW shall provide a 457(b) savings plan to employees; however, this plan shall be 100% funded by the employee. The employee may choose to participate in the 457(b) with pre-tax or ROTH contributions. The employee will be allowed to contribute additional funds in excess of the amounts stated above as long as the amount does not exceed the maximum allowed by law.
3. The employee cannot borrow from the 414(h) Pension Plan until age 62. At that time, the employee shall be allowed to borrow from their 414(h) Pension Plan.

**X. Office Dress Code:** The purpose of this policy shall be to maximize safe working conditions, reflect good appearance and to provide ease of recognition and/or identification for BPW employees by the public. It is the BPW's intent that work attire should complement an environment that reflects an efficient, orderly, and professionally operated organization.

Office area employees will be expected to dress in business casual attire. Examples of acceptable business casual office attire will be:

- Pants / slacks: Dress or casual such as corduroys, khakis, Dockers, etc.

- Shirts / tops: Dress or casual such as button down, blouses, collared shirt, collared polo with or without the utility logo, sweaters.
- Dresses / skirts: Dress or casual worn at an appropriate length.
- Shoes: Safe, dress, or casual footwear appropriate for the work environment and that minimizes the potential for slips, trips, and falls. This includes consideration for slick soles, heels, weather conditions, etc.
- Well maintained jeans are acceptable on Fridays, provided they are not worn or shabby, and have no rips, holes, or designs.

Office employees may be provided one new BPW logo polo or shirt each year that will be worn during designated special events.

Office employees are expected to demonstrate good judgment and professional taste. Courtesy to coworkers and your professional image to customers should be the factors that are used to assess that you are dressing in business casual attire that is appropriate. We expect that your business attire, although casual, will exhibit common sense and professionalism. If you question the appropriateness of the attire, it probably is not appropriate.

Enforcement of this guideline is the responsibility of BPW Management. Office employees who wear business casual attire that is deemed inappropriate will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business casual attire.

**Y. Uniforms / BPW Provided Clothing:** Only full-time employees other than office and management are provided uniforms, jackets and/or coveralls. Uniforms will be provided after an employee has successfully completed their orientation period. Every effort should be made to properly care for uniforms. Uniforms must be clean and neat, without holes, rips, or frays.

1. Employees who are provided uniforms by the BPW are expected to wear such uniforms during work hours unless otherwise exempted by their supervisor. This uniform, and any other related dressing accessories, are to be kept well maintained and may not be used for recreational or off-duty purposes.
2. "All flame-resistant clothing shall be provided to all employees exposed to secondary voltage and above, replaced as needed, and laundered by the BPW."
3. BPW will provide laundry service for rental uniforms through an approved vendor(s). It will be the employees' responsibility to ensure the uniforms are turned-in for weekly laundry service and to complete repair tags for uniforms that are in need of repairs.
4. Upon receipt of uniforms, employees must sign a statement which establishes that the uniforms remain the property of the approved vendor and must be returned upon termination of employment or transfer to an ineligible position. Should such articles not be returned, and it is determined that the employee is at fault, the replacement cost shall be billed to the employee who shall reimburse the BPW for the cost of the uniforms.

5. No employee shall affix, adorn, remove sleeves, or otherwise alter any BPW provided work clothing by adding patches, emblems, pins, etc. unless such items are issued and provided by the BPW.
6. All uniform and safety accessories and/or items issued by the BPW (i.e., hard hats, goggles, gloves, etc.) must be worn in accordance with the BPW Safety Policy and Procedures Manual

**Z. BPW FOOTWEAR POLICY:**

Appropriate foot protection shall be required for all BPW employees who are exposed to foot injuries from electrical hazards, hot, corrosive, poisonous substances, falling objects, slip and fall hazards, crushing or penetrating actions, which may cause injuries or who are required to work in abnormally wet locations.

The BPW will provide a monetary reimbursement allowance for the purchase of approved work boots – once every eighteen (18) months:

- \$300.00 to line crew employees
- \$175.00 to other full-time employees in eligible job classifications

1. Eligible employees identified in this policy are required to wear the required footwear while performing their duties. Failure to wear appropriate footwear may be grounds for disciplinary action, up to and including termination.

2. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of foot injuries should not be worn.

3. Employees are to purchase personal protective footwear that is of either the American Standard for Personal Protection-Protective Footwear, American National Standards Institute (ANSI) Z41-1999 or the American Society for Testing and Materials (ASTM) F2412-05, Standard Test Methods for Foot Protection and ASTM F2413-05, Standard Specification for Performance Requirements for Foot Protection.

Foot hazardous activities can be described as, but are not limited to, the following:

- a. Electrical hazards.
- b. Hot, corrosive and poisonous substances
- c. Falling objects (tools, valves, etc.)
- d. Crushing or penetrating actions
- e. Abnormally wet locations
- f. Rolling objects (pipes, material handling devices, etc.)
- g. Sharp materials at or near floor level
- h. Heavy debris that can be kicked (weights, stock, etc.)

i. Slip and fall conditions.

**A. APPROVED FOOTWEAR REQUIREMENTS:**

Work-shoes/boots are considered Personal Protective Equipment (PPE) and must have the qualities noted in the Shoe Selection Guide, in order to be worn / reimbursed for work activities based upon trade / work duty hazards. Work shoes selected are to be based upon the minimum requirements of your trade / work duty hazards. All shoes selected must be certified by their manufacturer to meet the (ANSI) Z41.1, ASTM F2412-05 and ASTM F2413-05. Any exceptions must be approved / documented by your supervisor on a case-by-case basis.

**B. SHOE SELECTION GUIDE -**

	<b>ANSI Z41 F I/75 C/75 Mt75PR Or</b>	<b>Non-Slip Sole General Work Shoe/Boot</b>	<b>Ankle Support At least 6 inch up to 12 inch high</b>	<b>Protective Type Steel / Composite Toe</b>	<b>Water Resistant Proof</b>	<b>Electrical Hazard Nonconductive sole</b>
Water Department	X	X	X	Recommended	Recommended	Recommended
Power Plant Department	X	X	X	Recommended	Recommended	X
Electrical Department	X	X	X	Recommended	Recommended	X
Wastewater Department	X	X	X	Recommended	Recommended	Recommended

Employees need to provide a proof of purchase and verification that the boot meets the requirement for footwear for their Department.

Employee also agrees that if their employment terminates with the BPW that they will be required to reimburse the BPW under the following terms:

If employment is terminated within one year of the purchase date, the employee will reimburse the BPW 90% of the BPW's cost for the boots.

**AA. Other Benefits:** Employees may receive other benefits in accordance with law, funded in whole or in part by the BPW. These include worker's compensation coverage for on-the-job injuries, social security contributions, and unemployment insurance. In the case of worker's compensation, if there is an on-the-job injury and the employee receives worker's compensation payments for the lost wages, the BPW will voluntarily pay the difference between the compensation payments and the employee's regular base wages, for up to ninety (90) days cumulative total for any employee. Employees must present complete records of their compensation payments to the BPW office for this purpose.

**BB. Influenza Shot:** The BPW will offer a convenient on-site opportunity for an annual influenza shot for all employees who elect to participate. The cost of the shot will be billed to the employees' health insurance carrier.

**CC. Eye Protection:** To help employees, acquire proper eye protection to perform their duties as required in their job description, the following program will be used:

- a. The BPW shall provide safety glasses.
- b. The BPW shall pay the cost of required prescription safety glasses plus the cost of Transitions® lenses (lenses that transition to sunglasses) every three (3) years.
- c. The BPW shall replace safety glasses that are accidentally broken on the job, or if the prescription changes within the three (3) year period.
- d. Prescription glasses designed to wear for computer screens are included as required safety gear.

Employees who use this program are to wear this eyewear when performing their daily duties or as designated by their immediate supervisor.

## VII. WORK RULES

**A. Introduction:** Our ultimate goal is customer satisfaction. Accordingly, in addition to other job duties, all employees should promptly bring to the management's attention any unsafe conditions or any quality or customer service problems of which they become aware.

**B. Confidentiality:** Employees may become aware of information about BPW customers or fellow employees, which is not considered public information. Examples of this type of information would be customer's electric demand, energy use, water use, etc. or the cost of any utility service or any other service performed by BPW for a customer, customer payment problems, drug and alcohol testing results, health problems, etc. This information is to be considered privileged and it is BPW employees' duty to keep it confidential.

**C. Corrective Action:** Every place of business must have certain rules of conduct to guide its employees and to maintain proper levels of decorum, harmony, and productivity. When the rules are not followed, appropriate corrective action will be taken. While it is not the BPW's desire to run its employees' lives or create an oppressive work environment, all employees should know what is expected of them, and how their place of work operates.

Employees are expected at all times to comply with the rules of conduct and other guidelines set forth in these personnel policies. Whenever an employee fails to do so, corrective action may be imposed. The nature of corrective action to be imposed will be determined in the discretion of management, depending on the specific circumstances, and the employee's prior work record and conduct. Corrective action may include a verbal or written warning, suspension without pay, probation, discharge, or other appropriate action. Whenever possible, corrective action will be designed to assist the employee in improving his or her performance or conduct, and not to be



punitive in nature, but severe action may be taken without prior warning whenever deemed necessary.

**Rules of Conduct:** All employees are expected to conduct themselves in a businesslike manner, use common sense, and comply with BPW policy at all times. Following are some specific examples of conduct, which will not be permitted. Naturally, this list cannot be all-inclusive.

- a) Theft, destruction, or unauthorized removal from BPW premises of any property of the BPW, a fellow employee, a customer, or a vendor.
- b) Dishonesty of any kind and marking or handling (or allowing the handling) of any time sheet by any person other than the individual to whom it is issued.
- c) Fighting or attempting bodily injury or using abusive or threatening language against any other employee on BPW premises or at a BPW sponsored activity.
- d) Practical joking or horseplay.
- e) Reckless, disorderly, or immoral conduct, including malicious or idle gossip.
- f) Disobedience, insubordination, failure, or refusal to carry out any reasonable assignment.
- g) Repeated negligence, inferior work, and excessive scrap or wasting of materials.
- h) Repeated absence or tardiness, leaving early, or exceeding break time.
- i) Deliberate loafing of any kind, disturbing other employees during working hours, or sleeping on the job.
- j) Withholding or falsifying pertinent information.
- k) Possession of weapons during working time or on BPW premises.

**E. Substance Abuse/Drug Free Workplace:** Auburn Board of Public Works is a drug-free workplace. Employees are prohibited from manufacturing, distributing, dispensing, possessing, or using a controlled substance on BPW premises. Also prohibited is the use or possession of any illegal drugs or alcoholic beverages on BPW premises, while on the job, or while performing BPW business, or appearing for work or performing any job duties while intoxicated or impaired by alcohol, illegal drugs, or improper use of prescriptions or over-the-counter medicines. Employees who violate these rules will be subject to corrective action up to and including discharge. Employees whose performance may be impaired by lawful use of prescription drugs must so advise their supervisors and may be sent home if a safety hazard could exist.

- a. The BPW recognizes that drug dependency and alcoholism are health problems and will attempt to work with and assist an employee who becomes dependent on drugs and/or alcohol. Employees will be assisted upon request in identifying rehabilitation services, referral agencies, or other resources to help the employee in dealing with his or her problem. It is the employee's responsibility, however, to see that such problems do not interfere with proper job performance or expose

others to the risk of harm. All employees are urged to obtain any necessary help before a personal problem becomes an employment problem.

- b. An employee convicted of a violation of any criminal drug statute must notify the BPW within five (5) days after the conviction. An appropriate sanction shall be imposed, which may include required participation in a drug abuse assistance or rehabilitation program or corrective action up to and possibly including discharge. The BPW may be required to report any convictions or violations of criminal drug statutes to other governmental agencies with whom the BPW does business.
- c. This policy applies to all employees and applicants as defined elsewhere in the policy, including, but not limited to employees who are required by law to have a Commercial Driver's License (CDL) or who perform sensitive safety-sensitive duties for the BPW.

**F. Discharge and Termination of Employment:** If it becomes necessary to discharge an employee, he/she shall be informed in writing of the action and of his/her rights and privileges according to the following conditions: The BPW reserves the right to discharge an introductory employee with or without cause, at any time up to the time that he/she has completed six (6) months of continuous service. A full-time bargaining unit employee may be discharged only for just cause. Non-unit employees and the BPW enjoy an "at will" employment relationship, meaning either party may terminate the relationship at any time.

Although it is desirable for the continuity of operation of the BPW to have as few changes of personnel as possible, it is recognized that changes may occur. Accordingly, the following policies apply:

**G. Complaints, Grievances & Suggestions:** At the BPW, we respect our employees' opinions, suggestions, and grievances, and will work with our employees whenever possible to resolve concerns or complaints regarding their jobs. Employees are encouraged to bring to their supervisor's attention any suggestions for improving their jobs and productivity, suggestions for improving the BPW's performance or working environment, and any complaints they have regarding their jobs or their individual treatment. Supervisors should be available and willing to listen to employees' complaints and suggestions, and to work together with employees to improve the work environment and resolve problems.

**Step 1:** An employee believing he/she has a grievance shall notify and discuss the grievance with the supervisor or his/her designee within fifteen (15) calendar days after the occurrence of the grievance. A bargaining unit employee may be accompanied by a union steward if the employee desires. The supervisor shall then have fifteen (15) calendar days to give a written response to the grievance and this response shall be given to the employee and Union Steward (where applicable).

**Step 2:** A grievance not settled in step one which the employee (or the Union where applicable) wishes to pursue further shall be placed in writing and signed by the employee (or the Union) within fifteen (15) calendar days from the supervisor's answer and filed with the General Manager of the BPW. If such action is taken by



a bargaining unit employee, he/she shall give notice to the Business Manager of the Union. For unit employees, the written grievance shall specify the contract provision violated by the BPW's action that caused the violation and the remedy requested. For non-unit employees, the grievance shall specify the policy provision contested and the remedy requested. The General Manager shall, within fifteen (15) calendar days after receiving the grievance from a unit employee, meet with the Business Manager of the Local or his designee in an attempt to resolve the dispute. The Manager shall supply both the employee (and the Business Manager of the Union, where applicable) with his written response within ten (10) calendar days of this meeting.

**Step 3:** For non-unit employees, the BPW's decision shall be final. For bargaining unit employees, if the employee (and the Union where applicable) declines to accept the BPW's decision, and if the grievance remains unresolved, the employee (or the Union, where applicable) may within thirty (30) calendar days after receipt of the Manager's response, request that such grievance be submitted to binding arbitration.

The time limits provided for in this Article shall be strictly followed. No grievance shall be valid unless filed or appealed within the time limits provided herein. Failure of the grieving party to meet the time limits provided for shall result in dismissal of the grievance. Failure of the other party to meet the time limits provided for shall result in settlement of the agreement according to the remedy sought by the grieving party. The parties may, however, by mutual agreement and whenever it appears reasonable, extend the time limit at any step of the grievance procedure.

- H. Arbitration:** If either party requests arbitration, an impartial arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of five (5) available Arbitrators. From this listing, the BPW shall strike out two (2) names, and the Union shall strike out two (2) names. The remaining Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

As soon as possible after the selection of the Arbitrator, the Arbitrator shall meet with the BPW and the Union to give due consideration to the dispute. A final and binding decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute as soon as reasonably possible after the final meeting concerning the dispute.

Individual parties will be responsible for their own expenses incurred during arbitration.

- I. Employment of Relatives:** No person shall be employed by the BPW in a position under supervisory authority of, or requiring close job interaction with, a member of that person's family. An applicant or employee will not be hired, transferred, or assigned to a position, when doing so would result in a violation of this policy. If a violation of this policy arises after employment (for example, if two employees marry, and so forth) the conflict will be resolved as follows:
- a. The two employees will be asked to make a choice as to which of the two will resign their position. Transfer opportunities for the two employees may be considered, but transfer or continued employment is not guaranteed.

- b. If the employees are unable to make a decision as to who will resign their position, the decision will be made by the General Manager, based on the legitimate business needs of the BPW.

For the purpose of this policy, "family" shall include spouse, parents, stepparents, spouse's parents, legal guardian, grandparents, children, daughter-in-law, son-in-law, stepchildren, sister, brother, sister-in-law, brother-in-law, stepsister/brother, half-sister/brother, aunt, uncle, niece, and nephew. In addition, this policy will apply whenever two individuals, though not related by blood or marriage, are living together, or otherwise have a close relationship, which is similar to the relationship of a family member as defined above, as determined in the discretion of the General Manager. Employees are responsible for notifying their supervisor whenever a situation exists, which may be covered by this policy.

- J. Identification Card:** Employees issued identification cards must carry them at all times.
- K. Valid Driver's License:** All employees must possess a valid driver's license and for certain jobs (determined by Job Description) must have or be able to acquire (within eighteen months of employment) a commercial driver's license (CDL) and any required endorsements. Employees will be reimbursed the additional cost for a CDL license over and above their regular license cost. It will be the employees' responsibility to inform the BPW of any changes in their driver's license status, i.e., CDL designation, suspension, etc.
- L. Telephone and/or cell phone:** Employees must have a telephone or cell phone so they may be reached in case of an emergency, as all employees are subject to call in an emergency.
- M. Non-Smoking:** Smoking is prohibited on or in any BPW property including all vehicles.
- N. Work Injuries:** The BPW shall maintain insurance to comply with Nebraska Workers Compensation law as amended. The insurance coverage shall provide for hospital, surgical and other medical expenses.

If there is an on-the-job injury and the employee receives worker's compensation payments for the lost wages, the BPW will voluntarily pay the difference between the compensation payments and the employee's regular base wages.

Employees must immediately report all work-related injuries to their supervisors, whether major or minor. The supervisor may require the employee to get medical attention, even if the employee feels that medical attention is not required.

- O. Employee Residence:** The residence (where the employee is actually living) of all employees, who are currently employed or who are hired after this date, must live no more than thirty (30) driving miles from the location where they report for work (this will include the Villages of Brownville, NE, Nemaha, NE. and Johnson, NE.) Employees presently residing in a location, which does not fit this policy (due to a previous exception), must be governed by this policy, should they move from their present residence. Employees residing inside or outside the Auburn City limits will be expected to report for duty in all types of weather and must make appropriate

arrangements during times of inclement weather to ensure their ability to report for duty, as necessary. This policy supersedes all previous policies on the residence of employees.

- P. Working in Adverse Weather:** Employees shall not be required, except in the case of an emergency, to do outside work in hazardous weather conditions.
- Q. Seniority:** The BPW recognizes the principle of seniority. Seniority is an employee's most recent period of continuous employment with the BPW. The CBA provides further detail related to seniority for bargaining unit employees.
- R. Layoff and Recall:** In instances of layoff and recall, the BPW shall layoff by low seniority. In the event of a restoration of the workforce, employees will be recalled in the reverse order in which they were laid off.

If, because of lack of work, it is necessary to lay off a full-time employee, he/she shall be entitled to:

- a. Two weeks' notice or the cash equivalent.
  - b. The cash equivalent for any unused vacation leave accrued.
  - c. Priority in consideration for any subsequent vacancy for which he/she qualifies.
  - d. Credit for prior service for seniority and other length of service benefits upon subsequent re-employment.
- S. Job Posting:** Job openings for bargaining unit positions other than entry-level positions shall be posted for a period of two (2) weeks. Employees interested in the position must submit an application for the position by the end of the posting period. Posting will be accomplished by posting on the bulletin board at the shop.

The BPW will make reasonable efforts to notify employees who are on vacation or leave of absence during the entire posting period that a position has been posted. An employee who has been selected to fill a vacancy or a new job under the provisions of this Article shall be given a period (trial period) not to exceed ninety (90) days actually worked to prove his/her ability to perform the work. An employee who is awarded a new position will begin receiving the pay for the new position on his/her award date.

An employee who has been selected to fill a vacancy or a new job under the provisions of this Article shall be given a period (trial period) not to exceed ninety (90) days actually worked to prove his/her ability to perform the work. An employee who is awarded a new position will begin receiving the pay for the new position on his/her award date.

- T. Picket Lines:** The BPW shall not require its employees covered hereunder to cross a picket line which is conducted for legal purposes and in a legal manner, except to provide essential services and repairs to equipment and materials owned and operated by the BPW and to maintain service to customers not directly involved in the dispute.
- U. Outside Employment:** (Employment not at the BPW): Regular full-time employment with the BPW is primary employment of BPW employees. An employee shall not engage in any outside employment or business association without first obtaining

approval from their department supervisor. Failure to comply with the policy may result in disciplinary action.

Approval for outside employment may be limited by any of the following provisions:

- a. Outside employment shall not interfere with or be in conflict with the proper performance of employee's duties with the BPW.
- b. Association with any business considered as having a questionable reputation that would reflect unfavorably upon the employee or the BPW.
- c. Association with any firm owned or operated by another BPW employee within the same division.
- d. An employee shall not be a principle or in a position of influence in a firm doing business with the BPW.
- e. Employee shall not have or hold any employment or contractual relationship with any business entity or agency which engages in business or contractual agreement with the BPW.
- f. The number of hours worked per week in outside employment shall not normally exceed one-half (1/2) of the employee's regularly scheduled workweek with the BPW. However, management has the prerogative to approve additional or fewer hours in said outside employment dependent upon the work schedule (hours) of outside employment and the nature of the work involved when compared to the employee's job classification.
- g. Prior to receiving department supervisor approval, the employee must agree to these additional provisions:
- h. All injuries received while engaged in outside employment must be reported to the employee's department supervisor prior to the employee's next scheduled working day, or sooner, if possible.
- i. Employees must not use accumulated sick leave earned as an employee of the BPW for any injury sustained while engaged in outside employment.
- j. Final approval is subject to the review and approval of the General Manager or his authorized designee. It is further understood that approval may be cancelled at any time by the General Manager or his authorized designee upon ten (10) days' written notice to the employee. The request for outside employment or business activity must be renewed by January 31st of each year.

### **VIII. Conferences, Workshops & Additional Training**

Employees will be encouraged to further their education by attending educational workshops, conferences, or training programs as deemed necessary by management or their supervisors. Attendance shall be approved by the General Manager. Functions requiring a cash outlay for estimated expenses of more than \$400.00 (per employee) shall be brought to the Board of Directors. Attendance at official functions, hearings or meetings will be determined by the General Manager.

Attendance by appointed officials at educational workshops, conferences, training programs, official functions, hearings, or meetings shall be at the discretion of the appointed official. As with employees, functions requiring a cash outlay for estimated expenses of more than \$400.00 (per official) shall be brought to the Board of Directors.

- A. Apprenticeship Program:** The apprenticeship program utilizes any four-year line technician program as a test of each apprentice lineman's knowledge and skill.

This program shall be registered with the Department of Labor.

The BPW shall not require any journeymen linemen employed prior to the date of this agreement, unless the employee requests, to complete the program to retain the position of journeyman lineman. However, all new Apprentice Line crew employees shall be required to satisfactorily complete the Program to progress to the status and pay of a journeyman lineman.

In addition to the satisfactory completion of the program, an apprentice must also demonstrate satisfactory work performance and skills to progress to the next pay level. This program shall be provided to the employee at no cost. If an employee fails to successfully complete a module, the employee may be required to reimburse the BPW for module cost.

- B. Meeting/School Expenses:** All claims for reimbursement must be fully justified and must be submitted to the Finance Manager for approval. Employees will be required to provide a receipt for all expenses incurred.

**Allowable Expenses** - When an employee is away from home and on duty, they will be reimbursed for actual expenses incurred for reasonable travel accommodations, meals, parking, tolls, telephone, and lodging.

**Lodging and Meals** - Employees can only be reimbursed for actual meal expenses (including tax and tip which shall not exceed 15% of the meal cost.). No reimbursement will be allowed for the cost of alcoholic beverages. Rather than impose a set amount for the meal expenses while away from home for meetings or schools, the Board asks the employees to be conscientious, so that no set dollar amount needs to be enforced. Many lodging facilities provide a special government rate, a reduction of the normal charges, for government employees. All employees must request the government rate for lodging, if applicable. **A room shall be provided by the BPW for each employee when overnight lodging is required by the nature of the meeting or function.**

**Automobile Travel** - When attending conferences, workshops or required to travel, BPW employees should use BPW vehicles. If a BPW vehicle is unavailable for travel, the person's private vehicle may be used, and mileage will be reimbursed at the current federal allowable rate.

**Telephone Calls** - Employees are not allowed to charge long distance telephone calls to the BPW for calls made of a personal nature, except as stated below. All long-distance calls that are to be paid by the BPW are those made pursuant to the employee conducting official BPW business. An employee traveling to a location outside the local calling area is allowed one (1) "safe arrival" call upon arriving at the destination. An employee who is in travel status for two (2) or more consecutive days in a week is allowed one (1) personal long distance telephone call for each two (2) days of travel. Additionally, employees may properly be reimbursed for emergency calls approved by the department manager. An example of such is a call made when



an employee calls home to inform someone that the travel period has been extended beyond original plans due to unforeseen reasons.

- C. Meal Expense When Working in Brownville, Nemaha, and Johnson Areas** - The BPW has contacted eating establishments in Brownville, Nemaha and Johnson and they have agreed to have those employees sign tickets and bill us once a month. In establishments where the Board does not have an agreement, Employees will bring back their meal ticket for reimbursement. Rather than impose a set amount for the meal expenses, the Board asks the employees to be conscientious, so that no set dollar amount needs to be enforced.
- D. State Federal Certificates and Licenses:** Certain job descriptions or duties may require an employee to hold certain federal or state licenses or certificates to perform their duties. The BPW will pay the fees associated with the cost of licenses and the cost for the employee to maintain these licenses.

### **IX. Internet, Email and Network Use**

**Acceptable Use of Networks, Internet, and Email:** The BPW encourages the use of the Internet and email because they can make communication more efficient and effective. However, internet service and email are BPW property; every employee has a responsibility to use BPW email and internet access in a productive manner. The BPW has established the following guidelines for using email and the internet. Any unauthorized or improper use of email or the internet is not acceptable and will not be permitted.

1. Unacceptable uses of networks, internet, and email - Email and internet access may not be used for transmitting, retrieving, or storing any communications of a discriminatory or harassing nature or materials that are pornographic, obscene, or X-rated. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, genetic information, or sexual orientation may be transmitted or forwarded using the BPW systems or network. For these same reasons, no abusive, profane, or offensive language may be transmitted through email or internet systems. The BPW's harassment policy applies in full to email and internet use. Employees do not have a personal privacy right regarding any matter created, received, stored, or sent from or on the network, email or internet systems or computers. The BPW email and internet systems also may not be used for any other purpose that is illegal or against BPW policy.
2. Rules for Electronic Communications - Each employee is responsible for the content of all text, audio, or images that he or she places on or sends over the BPW's network, email, or internet systems. Employees may not hide their identities or represent that any email or other electronic communications were sent from someone else. Employees must include their name in all messages communicated on the BPW's email or internet systems. Any messages or information sent by an employee to another individual outside the BPW via BPW email or internet systems (including but not limited to online services,

- web mail, discussion groups, list servers, instant messaging, or internet sites) are statements that reflect on the BPW. Despite personal “disclaimers” in electronic messages, any statements may be tied to the BPW. All communications sent by employees via the BPW’s email or internet systems must comply with all BPW policies and may not disclose any confidential, non-disclosable BPW information, such as customer’s electric demand, energy use, water use, etc. or the cost of any utility service or any other service performed by BPW for a customer, customer payment problems, or employee information protected from disclosure by the ADA, GINA, or other applicable laws, to unauthorized parties. If employees receive unsolicited email from outside the BPW that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify his or her supervisor immediately. If employees receive excessive, undesired email (also known as “spam”), the employee should not respond, even to request removal from the mailing list. This can have negative consequences, including damage to the security of the BPW’s email systems. Rather, the employee should notify their supervisor and request that the sender be blocked from the BPW’s email systems if possible.
3. Downloading and Installing Software - To prevent the downloading of computer viruses, malicious code, security threats, unstable or incompatible system files that could contaminate the network, computers, email or internet systems, no employee may download or install software from the internet, an email attachment, a removable disk, or other media without the prior authorization of their supervisor or the Network Administrator. Any and all software that is downloaded from the internet must be registered to the BPW.
  4. Copyright and Trademark Issues - Copyrighted and trademarked material that does not belong to the BPW may not be transmitted by employees on the BPW’s email or internet systems without permission from the holder of the copyright or trademark. Every employee who obtains access to a company’s or individuals’ materials must respect all copyrights and trademarks and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only.
  5. System Security - The BPW reserves the right to routinely monitor how employees use email and the internet. The BPW may monitor to measure cost analysis/allocation, bandwidth usage and the management of the BPW’s gateway to the internet. All messages created, sent, or received over the BPW’s email or internet systems are the BPW’s property and should be considered public rather than confidential information. The BPW reserves the right to access and monitor every message and file on the BPW’s computers, network, email, or internet systems. Despite the existence of any passwords, employees should not assume that any electronic communication is private. Email messages are transmitted over the public internet as plain text and can be intercepted. Highly confidential information or data should be transmitted in other ways than via normal, unencrypted email.



6. Content - The BPW expects its employees to compose professional messages, write effective subject lines, avoid using all capital letters, not be a party to a flame war, and obey etiquette rules when forwarding messages (delete all email addresses on messages you are forwarding to others, etc.). The BPW further expects its employees to give messages a final once-over for grammatical errors-typos-tone of the message before sending out, and to use BCC instead of CC when the employee does not want to disclose email addresses of others who are receiving a copy of the email message. If in doubt, ask a supervisor.
7. Violations - Any employee who violates these rules or otherwise abuses the privilege of the BPW's network, email or internet systems will be subject to corrective action up to and including termination. If necessary, the BPW also reserves the right to advise appropriate officials of any illegal activities.

### **X. Email Retention Policy and Procedure**

- A. Purpose:** The purpose of this policy is to provide guidance on the use and limited need for retention of emails sent or received by BPW employees.
- B. Email and the Public Records Act:** Email is a method of communication commonly used in the BPW. Most email is a public record when sent or received as part of normal business transactions. Some examples of email messages (including messages with attachments) that are public records include policies and directives, correspondence related to official business, meeting agendas or minutes, official reports, or material that has legal or historic value. Personal email is not a public record. Email related to legally protected issues such as personnel, economic development, attorney - client privilege, etc., are public records but may not be open to the public for review. If there is a question as to whether an email is open to the public, please confer with your department supervisor.
- C. Custodian of email messages:** The custodian of an email message will normally be the originator if that person is a BPW employee; Otherwise, it will be the person to whom the message is addressed once the message has been received. The custodian is responsible for ensuring compliance with the Public Records Act and with the Municipal Records Retention and Disposition Schedule.
- D. Retention of email messages:** Many of the emails that are sent and received have limited or short-term value and should be deleted as soon as it no longer serves an administrative purpose. Some examples of this type of email include email that is equivalent to a phone conversation or brief discussion about daily functions, meeting requests, appointment confirmations, general announcements, advertisements, news from other organizations or companies, "junk" emails, personal email, and emails that function as telephone messages.

For email containing information of lasting value, such as policy interpretation or decision issuance, generally, if the email must be retained for longer than one year, it should be printed and filed as a paper copy. Other emails that are retained should be moved from the server to a personal folder that is stored on your hard drive and

not on the server, and the folders should be organized logically so that records can be easily retrieved. The business office can help with setting up personal folders.

## **XI. Health and Safety in the Workplace**

**A. Health and Safety:** The personal safety and health of each employee of the BPW is of primary importance. The prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. To the greatest degree possible, the Administration will provide all mechanical and physical facilities required for personal safety and health, in keeping with the highest standards. The BPW will maintain a safety and health program conforming to the best practices of organizations of this type. To be successful, such a program must embody the proper attitudes toward injury and illness prevention on the part of both department supervisor and employee, but also between each employee and his fellow workers. Only through such a cooperative effort can a safety record in the best interest of all be established and maintained. Our objective is a safety and health program that will reduce the number of disabling injuries and illnesses to a minimum, not merely in keeping with, but surpassing, the best experience of other operations similar to ours. Our goal is ZERO accidents and injuries. Our safety and health program will include:

- a) Providing mechanical and physical safeguards to the maximum extent that is possible.
- b) Implement a safety committee consisting of BPW Management and Employees to review and recommend safety rules.
- c) Conducting a program of safety inspections to find and get rid of unsafe working conditions or practices; to control health hazards; and to comply fully with the safety and health standards for every job.
- d) Training all employees in good safety and health practices.
- e) Providing necessary personal protective equipment and instructions for its use and care.
- f) Developing and enforcing safety and health rules; requiring that employees cooperate with these rules as a condition of employment.
- g) Investigating, promptly and thoroughly, every accident to find out what caused it and to correct the problem so that it will not happen again.

We recognize that the responsibilities for safety and health are shared:

- a) As your employer, we accept the responsibility for leadership of the safety and health program, for its effectiveness and improvement and for providing the safeguards required to ensure safe conditions.
- b) Our department supervisors are responsible for developing the proper attitudes toward safety and health in themselves and in those they supervise; and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved, including themselves.

- c) As employees, you are responsible for wholehearted, genuine cooperation with all aspects of the safety and health program - including compliance with all rules and regulations, and for continuously practicing safety while performing your duties.

Maintaining a healthy and safe workplace is the top priority at BPW. No matter how important or urgent the job, we must take time to do it safely. All employees need to report unsafe conditions to their supervisor. Because BPW operates several diverse types of plants and personnel are working in the field in all types of conditions, it is necessary to follow safety rules.

The consequences for violation of these rules are as follows:

Violations occurring within a two-year period:

- 1<sup>st</sup> Violation: Verbal Warning (with written documentation)
- 2<sup>nd</sup> Violation: Written Warning
- 3<sup>rd</sup> Violation: One Day Off Without Pay
- 4<sup>th</sup> Violation: Three Days Off Without Pay and Reprimand before Safety Committee
- 5<sup>th</sup> Violation: Termination

However, it should be noted that a serious violation of the safety rules, which might result in significant danger to the employee, other employees, or the general public, may require elimination of some or all of the first five steps. This will be a management decision.

Refer to the BPW Loss Prevention and the approved APPA Safety Manual for additional safety rules and information.

- B. Hepatitis B Shot:** Employees who are required to work with or at any Wastewater Treatment Facility Plant, equipment and/or system will be provided at their option vaccination shots for Hepatitis B at the expense of the BPW.
- C. Vehicle Accident:** In the event you are involved in an accident moving or non-moving with a BPW vehicle or equipment the following procedure shall be followed:
  - a) Immediately call the BPW Main Office (or Sheriff's Dispatcher if Office is closed) to report that you were in an accident.
  - b) Report the following information to - unit #, location, any personal injury, type of property damage, and vehicle damage.
  - c) Notify Office/Dispatcher if you called 911 or if Office/Dispatcher should contact rescue personnel.
  - d) Verify Office/Dispatcher will contact appropriate law enforcement officials.
  - e) Verify the Office/Dispatcher will call your immediate Department Manager.
  - f) Do not admit fault or liability to anyone.

- g) Attend to anyone needing assistance as a result of the accident.
- h) Obtain the names and addresses of all the persons involved, including witnesses.
- i) Do not make any statement concerning the facts of the accident except to law enforcement officers or to an identified representative of LARM (a.k.a. Meadowbrook Insurance Group).
- j) Ask law enforcement officials the following questions:
  1. Will you be issued a citation? If so, will it be for a moving violation under State law?
  2. Will any of the vehicles be towed away?
  3. Will a urine drug test or an alcohol test be administered?

After receiving permission from law enforcement to leave the scene, promptly report to the BPW Main Office so they can notify the BPW's insurance claims administrator. If this accident happens when the BPW Main Office is closed, report directly to your department manager or if not available, report to one of the other department managers or the General Manager.

### **XII. Employee Receipt and Acknowledgment**

(Example – you will be provided a separate consent form to sign and return)

I have received and reviewed a copy of the "Personnel Manual" outlining the personnel policies of the Auburn Board of Public Works and agree that I will comply with and be bound by these policies. I understand that, unless otherwise indicated in a collective bargaining agreement, the policies are not a contract, BPW management has the right to interpret and change these policies at its discretion, and my employment is not under an employment contract or for any guaranteed period but is "at-will" as described in the personnel policies.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Revised 03/20/2024.

Effective 01/01/2024

In-line with IBEW Union Contract 01/01/2024

Effective 01/01/2021

In-line with IBEW Union Contract 01/01/2021

Effective: 03/08/2018

In-line with IBEW Union Contract: 02/08/2018

Effective: 6/11/2015

In-line with IBEW Union Contract: 05/19/2014

Effective: 08/15/2014

## ATTACHMENT 1

**Drug and Alcohol Testing: Non-Drivers**

**Introduction:** Alcohol or drug abuse by employees of the BPW presents a number of unacceptable risks, including:

- Risk of injury to coworkers, or members of the public, from accidents caused by an individual who is under the influence of alcohol or drugs.
- Risk of harm to the organization, through reduced productivity, increased absenteeism, damage to property, or damage to our reputation.
- Risk of physical, mental, emotional, and economic harm to the employee who is abusing drugs or alcohol, and to his or her family and friends.

The BPW is committed to maintaining a drug-free and alcohol-free workplace in the interest of safety and efficiency for all concerned. Compliance with the BPW's Drug-Free and Alcohol-Free Workplace Policy is a condition of continued employment, and any violation of this policy will be dealt with as outlined herein.

**Policy Statement:** The BPW is a drug-free workplace and does not permit drug or alcohol abuse by its employees. Violation of any of the rules and regulations, procedures, or requirements of this policy will result in corrective action. Depending on the circumstances, appropriate corrective action may include termination from employment, suspension, warning, probation, or any lesser sanction; reassignment, supervision, or limitation of responsibilities; or other action deemed to be commensurate with the problem.

**Rules and Regulations:**

- a. Use or Possession at Work. The use or possession of alcoholic beverages or illegal drugs, and the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, while on BPW property, on the job, or performing BPW business, is prohibited. This policy is not intended to prohibit the moderate use of alcohol at BPW-sponsored events where alcohol is provided.
- b. Intoxication/Impairment. Appearing for work or performing any job duties or BPW business while intoxicated or impaired by alcohol or drugs is prohibited. Employees who are believed to be intoxicated or impaired on the job may, in addition to any other appropriate action, be suspended, sent home, or reassigned for safety reasons while the situation is being evaluated.
- c. Off-Duty Use. The use of alcohol off duty and off premises in any manner which results in intoxication or impairment on the job, which adversely affects attendance or job performance, or which otherwise adversely reflects on the BPW, is prohibited. The use of illegal drugs by employees, whether on or off duty and whether on or off premises, is prohibited under all circumstances.
- d. Legal Drugs. The use of legal drugs (over the counter or prescription medications) not in accordance with doctor's orders and/or manufacturer's recommendations is prohibited and considered abuse. Abuse of legal drugs shall be considered to be

the same as use of illegal drugs under this policy. If use of legal drugs in accordance with doctor's orders and/or manufacturer's recommendations may impair the employee's ability to safely and effectively perform his or her job, the employee must so notify his or her supervisor in advance, so that any necessary arrangements can be made to protect safety and productivity.

- e. Job Applicants. The BPW will not hire a job applicant who is known to be currently abusing alcohol or legal drugs, or currently using illegal drugs.

**Right of Inspection:** The BPW reserves the right to inspect at any time all vehicles, lunch containers, purses, boxes, packages, desks, lockers, and other personal property of employees on BPW premises or in an employee's possession on work time for the purpose of enforcing this policy or other safety and security reasons.

**Drug and Alcohol Testing Policy:** The BPW may require any employee or job applicant to submit to a blood, breath, and/or urine test for drugs or alcohol, in the following circumstances:

- a. Post-Offer. Post-offer testing may be required for all job applicants within specified facilities, working on particular projects, or job categories as determined by management from time to time. Applicants who fail to pass a post-offer drug or alcohol test will be ineligible for employment for a minimum of one (1) year.
- b. Reasonable Cause. The BPW may require any employee to be tested for the presence of drugs or alcohol based on reasonable cause. Reasonable cause shall be defined as a reasonable suspicion, by a supervisor or above, concurred in by the senior manager available within the affected facility or department, that an employee's faculties are impaired on the job or that an employee has used or possessed illegal drugs. This determination of a reasonable suspicion may be based on a variety of factors, including but not limited to:
  - (1) Direct observation, or reliable reports from coworkers or others.
  - (2) Possession of drugs or alcohol on the premises, or use of drugs or alcohol at work, prior to work, or on break.
  - (3) Behavior, speech, or other physical signs consistent with impairment.
  - (4) A pattern of abnormal conduct or erratic behavior, which is not otherwise satisfactorily explained.
  - (5) Accidents, on the job injuries, or property damage.
  - (6) A combination of some of the above factors, and/or other factors in the judgment of management.

Management's determination of whether reasonable cause exists shall be discretionary and shall be final.

- c. Random. Random drug testing may be required of all employees within specified facilities or departments designated by BPW management from time to time. Selection of covered employees to be tested (randomization) shall be conducted by BPW testing service provider according to systems established by the provider, which shall notify the BPW of the employees to be tested. Random testing may be



conducted at unannounced times spread throughout the year.

- d. Follow-up Testing. The BPW may require a current employee to undergo testing during or following completion of a concern under this policy, without prior notice that such a test will be conducted.
- e. Workplace Accident Testing: In conjunction with the investigation of any accidents in the workplace, where the accident results in (1) an injury to a person other than a minor injury requiring only first aid treatment and which did not involve medical treatment, loss of consciousness, restriction of work or motion, or transfer to another job; or (2) when the accident results in an injury to a non-employee other than a minor injury; or (3) which results in damage to property, including to equipment, in an amount reasonably estimated at the time of the accident to exceed more than \$1,000, the BPW may require employees to submit to drug or alcohol testing.
- f. Rehabilitation Testing. The BPW may require a current employee to undergo testing during or following completion of an evaluation or rehabilitation, without prior notice that such a test will be conducted.
- g. Refusal to Submit to Testing. Refusal to submit to or cooperate in the administration of requested testing will result in termination of employment. This includes the use of any adulterant.

#### **Testing Process:**

- a. Scope. Drug and alcohol testing of applicants or employees may include a urinalysis, breath analysis and/or blood sample testing as determined by the BPW, the testing service provider and state law. Testing may include, but may not be limited to, detecting the presence of marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), and any adulterants. The BPW may increase or decrease the list of substances for which testing is conducted at any time, with or without notice. In addition, the BPW may require separate samples if multiple tests are conducted. Test levels and standards will be established by the BPW and the testing service provider.
- b. Confirmation. Initial positive tests shall be confirmed using a second test in accordance with applicable law.
- c. Specimen for Testing. Testing shall be conducted at a location designated by the BPW. Job applicants and employees selected for testing shall appear and provide the necessary sample at the precise time and place specified by the BPW. Employees tested based on a suspicion that the employee may be impaired shall be transported to the testing site by a supervisor or another person designated by the BPW. The applicant and/or employee must sign any consent requested and provide any other requested information; failure or refusal to do so may result in discharge or denial of employment.
- d. Specifying Current Legal Use. The BPW will afford applicants and employees subject to testing the opportunity, prior to testing, to list all prescription and non-prescription drugs and controlled substances they have used and to explain the circumstances surrounding the use of such drugs and controlled substances.



Failure of any employee to adequately establish a legal basis for the use of any drug or controlled substance with respect to which the employee tests positive shall constitute a violation of this policy.

- e. Approval Form. Applicants and employees, prior to testing, must sign an approval form agreeing to the testing, authorizing the release of test results to the BPW, and authorizing the disclosure of the results to the employee's supervisor, higher management, and/or other persons on a "need-to-know" basis. The BPW will obtain the results of the above referenced analyses and communicate or disclose such results to the employee's supervisor, higher management, or any other person in accordance with the BPW's policies and procedures.
- f. Testing an Injured Employee. An employee who is seriously injured and cannot provide a specimen at the time of the accident shall provide the necessary authorization to obtain hospital reports and other documents that may indicate whether there were any controlled substances or alcohol in his/her system.
- g. Notification of Results. Employees and applicants will receive notification of positive test results and will be given an opportunity to explain such results. Failure to timely respond may result in an uncontested positive verification.

#### **Rehabilitation:**

- a. Purpose and Responsibility. The BPW recognizes that drug dependency and alcoholism are health problems and will attempt to work with and assist an employee who becomes dependent on drugs and/or alcohol. Employees will be assisted in identifying rehabilitation services, referral agencies, or other resources to help the employee in dealing with his or her problem. It is the employee's responsibility, however, to see that such problems do not interfere with proper job performance or expose others to the risk of harm. All employees are urged to obtain any necessary help before a personal problem becomes an employment problem.
- b. Evaluation and Treatment. An employee may be allowed at the discretion of the BPW, as an alternative to discipline or discharge for violation of this policy, to undergo an evaluation for chemical dependency. This alternative may be offered on a case-by-case basis, at the sole discretion of BPW management. If recommended by an evaluation, enrollment in and successful completion of an approved program of chemical dependency or alcoholism treatment may, in the sole discretion of BPW management, be offered once as an alternative to disciplinary action of an employee (not applicable to job applicants), and as a condition of continuing employment. Eligibility to return to work, and any special conditions on the employee's work, shall be determined on a case-by-case basis considering all relevant circumstances, including the BPW's interest in safety and operational efficiency.

**Records:** The BPW shall not release the individual test results of any employee or applicant to any person outside the organization, without first obtaining written authorization from the tested employee or applicant, unless otherwise authorized by law. Information will be released only to those employees and agents who have a legitimate

need to know the information for business purposes.

**EMPLOYEE/APPLICANT CONSENT TO DRUG/ALCOHOL TEST**

(Example – you will be provided a separate consent form to sign and return)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

By signing below, I verify that I have received the Auburn Board of Public Work’s policy for a drug and alcohol-free workplace. I consent to abide by that policy and to provide a sample of my blood, breath and/or urine for laboratory testing to determine the presence of drugs, alcohol and/or adulterant in my body if required. I understand and agree that if the sample I provide tests positive, I may be subject to corrective action and/or denial of employment. I also understand and agree that the test results will be made known to employees and agents of the Company with a legitimate need for information on the performance of their jobs, and to others if required by law.

\_\_\_\_\_  
Employee/Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Effective: 09/01/2008

## ATTACHMENT 2

### Drug and Alcohol Testing: Drivers

**Introduction:** It is the policy of BPW that its drivers shall be free from drug and alcohol abuse. Consequently, the use of illegal drugs or improper use of alcohol by drivers is prohibited. The overall goal of drug and alcohol testing is to ensure a drug-free and alcohol-free transportation environment and to reduce accidents, injuries, and fatalities. The requirements of this policy are in addition to other requirements established by federal and state law and BPW policy regarding the use of alcohol and drugs. In some instances, those laws or policies may be more restrictive than the requirements set out in this policy.

BPW is required under the provisions of the Federal Omnibus Transportation Employee Testing Act of 1991 to implement a drug and alcohol testing program for all persons subject to commercial driver's license requirements. This program includes administering the following types of drug and alcohol tests to such drivers: reasonable suspicion, random, post-accident, return-to-duty, follow-up, and pre-employment.

**Implementation Date:** The testing program referred to in this policy shall be implemented on January 1, 1996.

**Definitions:** For the purpose of this policy, the following terms are defined:

**Alcohol** - The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Driver** - Any person whose BPW job description requires them to possess a valid commercial driver's license or, in the case of pre-employment drug testing as prescribed by this policy, any person applying for a position which requires them to possess a valid commercial driver's license. This includes full-time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent, owner-operated contractors.

**Drug** - Those controlled substances set forth in the Regulations, including any of the following controlled substances: marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

**Medical Review Officer (MRO)** - A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by BPW's drug testing program who meets the qualifications outlined in the Regulations.

**Regulations** - Those regulations promulgated by the Department of Transportation found at 49 CFR, part 40, and the regulations promulgated by the Federal Highway Administration found at 49 CFR part 382, as amended from time to time.

**Safety-Sensitive Function** - Includes all on-duty functions performed from the time a driver begins work or is required to be ready to work until he or she is relieved from work and all responsibility for performing work.

**Substance Abuse Professional** - A licensed physician or certified psychologist, social worker, employee assistance professional or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol

and drug-related disorders.

**Program Coordinator** - BPW shall designate the program coordinator to implement the alcohol and drug testing program within the guidelines of this policy. Any questions regarding materials given to the drivers should be directed to the Program Coordinator.

**Alcohol and Drug Prohibitions:**

- 1) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
- 2) No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
- 3) No driver shall use alcohol while performing safety-sensitive functions.
- 4) No driver required to take a post-accident test shall use alcohol for eight hours following the accident or until he or she undergoes a post-accident alcohol test (whichever comes first).
- 5) No driver shall perform safety-sensitive functions four hours after using alcohol.
- 6) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any drug, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely perform the function.
- 7) No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for drugs.
- 8) No driver shall refuse to submit to a drug or alcohol test to be administered under this policy.

**Pre-Employment/Post Offer Tests:** Drug tests shall be conducted in accordance with the Regulations before any driver is permitted to perform a safety-sensitive function for BPW. Testing for newly hired drivers shall be conducted after the offer of employment but before employment commences. Offers of employment are contingent on this test result. A refusal to submit to drug testing and/or refusal to release information as required by BPW shall remove the applicant from employment consideration. Such testing will also be required of any employee transferring into a position that comes within the scope of this policy.

**Post-Accident Tests:** Alcohol and drug tests shall be conducted as soon as practicable after an accident, involving a BPW commercial vehicle, on any driver who:

- 1) Was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
- 2) Receives a citation under state or local law for a moving traffic violation arising from the accident.

Drivers shall make themselves readily available for testing or they will be deemed to have refused to submit to testing unless such driver has the need for immediate medical

attention, in which case, the driver shall provide BPW with the necessary authorization to obtain hospital or other medical records for use in accordance with this policy.

Alcohol tests must be performed within eight hours following an accident and drug tests within 32 hours. Drivers must follow all post-accident instructions given by BPW.

Post-accident testing requirements may be fulfilled by properly administered tests conducted by federal, state and/or local law enforcement officials as long as the results of those tests are provided to BPW.

**Random Testing:** Alcohol and drug testing shall be conducted on a random basis at unannounced times spread reasonably throughout the calendar year in accordance with the Regulations. Tests for alcohol shall be conducted just before, during or just after the performance of safety-sensitive functions. Drivers shall be selected by a scientifically valid random process and each driver shall have an equal chance of being tested each time selections are made. Drivers who have been told of their random selections shall, from the point of being informed, devote every one of their actions to providing a specimen. Any action that impedes the proper administration of a test shall be considered refusal to test.

**Reasonable Suspicion Tests:** Any qualified supervisor or BPW official who has reasonable suspicion to believe that a driver has violated the alcohol or drug prohibitions of BPW shall require the driver to submit to reasonable suspicion testing. A qualified supervisor or BPW official must be a person who has been properly trained, in accordance with Regulations, to make a determination that reasonable suspicion exists. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. Observations regarding suspected drug use may include indications of the chronic and withdrawal effects of drugs.

Alcohol testing is authorized for reasonable suspicion only if the required observations are made just before, during or just after the period of the workday when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, BPW shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight hours and BPW will state in the record the reasons for not administering the test.

A qualified supervisor or BPW official who makes observations leading to a reasonable suspicion test shall make a written record of his or her observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

After there has been a determination of reasonable suspicion of alcohol use under this policy, the driver may not return to the performance of a safety-sensitive function until an alcohol test produces the result required by the Regulations or twenty hours have elapsed since the determination of reasonable suspicion.

**Return-to-Duty Tests:** An alcohol or drug test shall be conducted when a driver who has violated BPW's alcohol or drug prohibition returns to performing safety-sensitive duties. Drivers whose conduct involved alcohol cannot return to duty in a safety-sensitive function

until the return-to-duty test produces a verified result that meets the requirements set forth in the Regulations. Drivers whose conduct involved drugs cannot return to duty in a safety-sensitive function until the return-to-duty test produces a verified negative result.

**Follow-Up Tests:** A driver who violates this policy and is subsequently identified by a substance abuse professional as needing assistance in resolving an alcohol or drug problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with the Regulations. Follow-up alcohol testing shall be conducted just before, during or just after the time when the driver is performing safety-sensitive functions.

**Refusal To Submit to Tests:** No driver shall refuse to submit to any of the tests. A driver will be considered to refuse to submit when he or she fails to provide adequate breath or urine for testing when notified of the need to do so, or when he or she engages in conduct that clearly obstructs the testing process. Such refusal will be treated as if BPW received a positive test and thus will be deemed as a violation of this policy.

**Testing Procedures:** BPW shall follow the federal guidelines and standards of the Department of Health and Human Services and the Department of Transportation regarding testing and laboratory procedures. This shall include a selection of sites with appropriately trained personnel for alcohol and drug testing, selection of a laboratory certified by the Department of Health and Human Services to conduct drug specimen analysis, and selection of a Medical Review Officer to verify laboratory drug test results. The drug and alcohol testing program of BPW shall provide individual privacy in the collection of specimen samples to the maximum extent possible. The specimen collection procedures and chain of custody shall ensure that specimen security, proper identification and integrity are not compromised.

**Consequences of Violation:** Drivers whose conduct involved alcohol and/or drug use will be immediately removed from a safety-sensitive function and cannot return to duty in a safety-sensitive function until the return-to-duty test produces the required result. A driver who is tested and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall not perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period but not less than 24 hours after the test was administered. Further employment actions, up to and including termination, may be instigated in accordance with the Drug Free Workplace Act of 1988, other state, and federal laws and BPW policy. Subject to BPW's Family Medical Leave Policy and other applicable law, in the event a driver tests positive for drugs or has a confirmed alcohol concentration of 0.04 or greater, BPW does not guarantee that a position will be held open for the driver in the event that they become re-qualified.

**Rehabilitation:** A driver who violates this policy shall be evaluated by a Substance Abuse Professional (SAP) who shall determine what assistance, if any, a driver needs in resolving alcohol or drug problems. BPW shall provide for the identification of SAPs by providing the driver with information including the names, addresses and telephone numbers of SAPs and counseling and treatment programs available. Successful completion of an SAP recommended treatment program will be considered a condition of continuing employment.

1) Financial Responsibility: The treatment program shall be the financial



responsibility of the driver. The group health insurance currently offered by BPW may help pay for rehabilitation but may not cover all aspects of treatment. Drivers should understand the costs they may incur prior to going into a treatment program and are encouraged to call the toll-free Pre-admission Certification number for Blue-Cross and Blue-Shield of Nebraska - 1-800-247-1103. A driver having questions about coverage may contact the Business Office.

- 2) Approval: The SAP must approve the program.
- 3) Leave of Absence: A driver requesting a leave of absence for inpatient treatment must notify his or her supervisor. The supervisor will promptly inform the Business Office. The "BPW Request for Leave of Absence" form should be completed and include information as to the expected duration of the leave. From this information and other available facts, management will determine if the driver's position is to be held open on a case-by-case basis. Management will then approve or deny the leave. While on chemical dependency leave, drivers must keep their supervisors informed of their plans to return to work. As a general rule, the driver must contact the supervisor at least once every two (2) weeks. Reasonable notice (at least two business days and more if possible) is required prior to returning to work on any day other than originally scheduled. During the leave of absence, unused sick leave must be applied until exhausted; then, unused vacation must be applied until exhausted. The remainder of the leave will be without pay. The driver's group health, life, and disability insurance (if participating) will remain in effect during the leave period on the same basis as if the employee were not on leave. No seniority, sick, vacation or other benefits will be earned during the leave; however, if the employee is concurrently using vacation or sick leave, then BPW's policy for employees using vacation will apply.
- 4) Continuation of Employment During Treatment: Management must approve the outpatient treatment program including the expected duration, time away from work, etc. If management approves the program, the driver, with management authorization, may be allowed to temporarily transfer to a position where a commercial driver's license is not required. The pay rate and on-call status will be determined by management.
- 5) Return to Work: The driver's eligibility to return to normal work duties, and the timing and conditions of such return, shall be determined in each individual case by BPW based on all relevant factors including, without limitation, the following:
  - a. The expressed desires of the driver.
  - b. The nature of the driver's discharge from treatment and after care plan, including the driver's current and projected ability to function independently and to handle the responsibilities of the job.
  - c. The nature and responsibilities of the driver's prior job, and all appropriate jobs for which there are openings, including the extent of responsibilities, decision-making and stress levels, and impact on safety.
  - d. The recommendations of the driver's treatment providers, supervisors(s) and the SAP.



Failure to successfully complete the treatment program will result in termination of employment. The driver must provide to BPW a written statement from the treatment center certifying that the driver has successfully completed the program and also provide an outline of after-care recommendations. The conditions of employment, as designated by BPW, will be placed in writing, and signed by the driver.

**Drivers' Records:** Drivers' alcohol and drug test results and records shall be maintained in strict confidentiality and released only in accordance with the Regulations. Upon written request, a driver shall receive copies of any records pertaining to his or her use of alcohol or drugs, including any records pertaining to his or her tests. Records shall be made available to a subsequent employer, or other identified persons or entities only as expressly requested in writing by the driver. Test records shall be maintained with the separate medical files of each driver or as otherwise authorized by the Regulations.

**Notification:** Before drug and alcohol tests are performed, BPW shall inform drivers that the tests are given pursuant to the Regulations.

BPW shall notify a driver of the results of a pre-employment drug test if the driver requests such results within 60 calendar days of being notified of the disposition of his or her employment application.

BPW shall notify a driver of the results of random, reasonable suspicion and post-accident drug tests if the test results are verified positive. BPW shall also tell the driver which controlled substance(s) were verified as positive.

In the event a driver tests positive for a controlled substance, the driver shall have the right to have the split specimen (collected at the same time as the tested specimen) retested provided that the driver provides written notice to the Medical Review Officer (MRO) within 72 hours of being notified of the positive result.

In accordance with the Regulations, drivers will be provided with educational materials concerning the requirements of the Regulations. To the extent the educational materials are inconsistent with this policy, this policy will govern. To the extent that this policy is inconsistent with the Regulations, the Regulations will govern.

**EMPLOYEE/APPLICANT CONSENT TO DRUG/ALCOHOL TEST**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

By signing below, I verify that I have received the Auburn Board of Public Work's policy for a drug and alcohol-free workplace for drivers. I consent to abide by that policy and to provide a sample of my blood, breath and/or urine for laboratory testing to determine the presence of drugs, alcohol and/or adulterant in my body if required. I understand and agree that if the sample I provide tests positive, I may be subject to corrective action and/or denial of employment. I also understand and agree that the test results will be made known to employees and agents of the Company with a legitimate need for information on the performance of their jobs, and to others if required by law.

\_\_\_\_\_  
Employee/Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Effective: 6/11/2015

**XIII. Employee Receipt and Acknowledgment**

I have received and reviewed a copy of the "Personnel Manual" outlining the personnel policies of the Auburn Board of Public Works and agree that I will comply with and be bound by these policies. I understand that, unless otherwise indicated in a collective

bargaining agreement, the policies are not a contract, BPW management has the right to interpret and change these policies at its discretion, and my employment is not under an employment contract or for any guaranteed period but is "at-will" as described in the personnel policies.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Revised 03/20/2024.

Effective 01/01/2024

In-line with IBEW Union Contract 01/01/2024

Effective 01/01/2021

In-line with IBEW Union Contract 01/01/2021

Effective: 03/08/2018

In-line with IBEW Union Contract: 02/08/2018

Effective: 6/11/2015

In-line with IBEW Union Contract: 05/19/2014

Effective: 08/15/2014

Dress Code Policy Revised: 08/15/2014.

**Accounts Receivable Uncollectible Accounts Less than \$25.00.**

The Board of Public Works may write off AR/ utility account balances on closed accounts less than \$25.00 after reasonable collection efforts have been attempted and the cost to proceed with collection is prohibitive. Reasonable efforts for accounts with balances greater than \$5.00 include three mailers and a minimum of one phone call to establish contact. If an account has a balance of less than \$5.00, phone contact will be attempted and considered reasonable effort.

**Accounts Receivable Accounts with Credit Balances \$25.00 and less.**

Credit balances less than \$25.00 on closed accounts, may at management's discretion, be written off after reasonable attempts to contact the customer have been made. Reasonable effort for credit balances greater than \$5.00 is deemed after issuing a check and mailing to the last available address. If the check is returned or if an account has a credit balance less than \$5.00 for 90 days, the balance may be written off, with no additional attempts to contact, as cost is prohibitive.

Any refunds greater than \$25.00 distributed by check and returned for invalid address will be submitted to the State of Nebraska – Unclaimed Property Division according to State guidelines.

AUBURN BOARD OF PUBLIC WORKS (“BPW”)  
 CONTRACT & AGREEMENT FOR  
 WATER & WASTEWATER BILLING, METER READING,  
 & UTILITY SERVICE COLLECTION  
 WITH THE VILLAGE OF BROWNVILLE, NE.

This Contract & Agreement for Water & Wastewater Billing, Meter Reading, & Utility Service Collection (“Agreement”) is executed day of January 17, 2024 (the “Execution Date”) by and between the Auburn Board of Public Works, Auburn, NE, a political subdivision of the City of Auburn, NE (herein “BPW”) and the Village of Brownville, NE, a political subdivision under the laws of the State of Nebraska (herein “Brownville”)(hereinafter collectively referred to as “Parties” and individually referred to as a “Party” hereto).

WITNESSETH:

WHEREAS, the BPW is the public utility service company that provides electrical, water, and wastewater services to the City of Auburn, NE, and surrounding areas.

WHEREAS, BPW is the owner and operator of all electrical facilities and services within the Village of Brownville, NE.

WHEREAS, Brownville is the owner of water and wastewater facilities within the Village of Brownville, NE.

WHEREAS, Brownville desires the services of the BPW as outlined herein.

WHEREAS, the Parties are willing to perform such services, duties, considerations, and obligations as set forth herein, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties do hereby agree with each other;

ARTICLE 1

EFFECTIVE DATE, TERM, & TERMINATION

1.1 Construction. In the event of a conflict between the text of this Agreement and any Schedule, Appendix, or Exhibit, the terms of this Agreement shall prevail. Each Party acknowledges that it was active in the negotiation and drafting of this Agreement and that no law of rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor of or against either Party because one is deemed to be the author thereof.



1.2 Effective Date. This Agreement shall become effective upon execution by both the Parties hereto as of the date stated herein on page 1 of this Agreement.

1.3 Initial & Subsequent Terms. The Initial Term of this Agreement shall commence on February 1, 2024. This Agreement shall be on a month-to-month basis and shall be renewed and extended monthly until the Agreement is terminated or modified by the Parties. This Agreement shall automatically extend monthly, unless either Party provides written notice of its decision to terminate the Agreement. Such written notice shall be provided to the other Party not less than ninety (90) calendar days prior to Termination.

1.4 Termination Upon Breach. Upon breach of this Agreement, the non-breaching party shall notify the breaching party of the breach and of the non-breaching party's intentions on the breaching party fully curing the breach with reimbursement of cost, including time and effort, associated to the non-breaching party caused by the breach and a determination of the non-breaching party as to continuing with this Agreement after the current monthly term.

1.5 Equitable Relief. The Parties acknowledge that breach or violation of this Agreement may subject a Party to irreparable harm. The Parties therefore agree that a non-breaching party shall be entitled to seek specific performance or injunctive relief to compel performance under, or to prevent or curtail any breach or violation under this Agreement, subject to all applicable requirements for obtaining such equitable relief under Law, but without the necessity of the posting of a bond or other security as a condition precedent to seeking such relief.

## ARTICLE 2

### WATER & WASTEWATER METER READING & BILLING SERVICES

2.1 Services. BPW in consideration herein shall provide water meter reading, as well as water and sewer billing and collection services pursuant to this Agreement.

2.2. Request for Service. Brownville water/wastewater customers shall sign up and request service at the BPW main office, located at 1600 "O" St., Auburn, NE. (402) 274-4981. New Brownville customers will require a \$300.00 deposit, which can be waived with a credit check resulting in a score of 675 or higher, performed on behalf of the BPW, by its agent or representative. A connection fee for services may be required by BPW and shall appear on the subsequent billing cycle.

2.3 Termination. Brownville customers shall notify proper personnel by written request at the BPW main office, by email, or through confirmed telephone contact with the BPW account termination representative.

2.4 Meter Reading & Customer Billing. Meters shall be read on approximately the same timeframe each month and billing statements will be distributed to Brownville customers within seven (7) working days thereafter along with each customer's electric billing usage statement. Statements are due upon receipt. Any late notices shall be distributed within 15 days after distribution and BPW will close the accounting for the previous billing cycle upon the start of the next meter reading period.

2.4.1 Late Penalty. The BPW shall include a late penalty of six percent (6%) of the total unpaid bill, return check or ACH fees, disconnection fee, meter reread fees, and reconnection fee will be billed to Brownville customer to reimburse the BPW for incurred administrative cost, time, and fees.

2.5 Fees for BPW Service. The BPW's fees to be paid by Brownville per billing shall be five (5) hours of labor at the current hourly rate set forth in the miscellaneous fee schedule adopted by the BPW Board annually, plus \$.60 per billing with a 100 bill minimum, plus additional parts or labor by the BPW, its agents or representatives, that is necessary to adhere to the terms of this Agreement.

2.6 Terms of BPW Payment. On a monthly basis the BPW will remit a monthly itemized report of all receipts and charges incurred by Brownville customers along with coordinating payment to Brownville.

2.7 Terms of Brownville Payment for BPW Service. BPW shall be paid for all fees and services billed in each monthly billing cycle within thirty (30) days of invoicing to Brownville, regardless of Brownville's collection of water/wastewater collection charges incurred from Brownville customers. Fees for services provided by the BPW for a period less than a full monthly billing cycle will be charged and paid on a prorate basis.

2.7.1 Taxes. BPW shall be responsible for payment of all Local, State, and Federal taxes incurred for services herein.



2.7.2 Reimbursement. In the event a Party is required by Law to pay or remit taxes that are the other Party's responsibility hereunder, the Party responsible for such taxes shall promptly reimburse the paying or remitting Party for such taxes. Party shall not be liable for or obligated to pay any Taxes for which it is exempt under Law.

2.8 Payment Methods. Brownville customers shall utilize the same payment methods established by the BPW for electrical customers.

2.8.1 Preferred Method. Brownville customers have the availability to pay online through [www.xpressbillpay.com](http://www.xpressbillpay.com) which allows for paperless billing and payments by electronic check, debit, or credit card.

2.8.2 Additional Methods. Brownville customers may also make payments at the BPW main office, at 1600 O St., Auburn, NE 68305, by mail, in person or by night deposit on location, and by telephone. Payments shall be made in standard form, of cash (at location), check, money order, or debit or credit card.

2.8.3 Payment Plans. After one (1) full year of services without delinquent payment, Brownville customers may sign up for an equal payment plan option.

### ARTICLE 3

#### REPRESENTATIONS & WARRANTIES

3.1 Worker's Comp. Ins. The BPW will provide worker's compensation insurance for its employees and agents, and further agrees to indemnify and hold harmless Brownville from all claims arising out of the BPW's duties and obligations under this Agreement, except for those determined caused by the gross/willful negligence or substantial contribution by Brownville, its agents, employees, or representatives.

3.2 General Liability Policy. The BPW agrees to maintain a general liability insurance policy with coverage up to \$1,000,000.00, to cover any possible negligent acts or omissions of its employees, representatives, or agents in performance of duties within this Agreement.

3.3 Authority to Contract. Each Party represents and warrants to the other that: (a) such Party has the full power and authority to execute, deliver, and perform this Agreement and to carry out the obligations contemplated herein; (b) the execution and delivery of this Agreement by such Party and the carrying out by

such Party of the obligations contemplated hereby have been duly authorized by all requisite authority and action, and this Agreement has been duly executed and delivered by such Party and constitutes the legal, valid, and binding obligations of such Party, enforceable against it in accordance with the terms hereof. There is no authorization, consent, approval or order, or notice to or registration, qualification, declaration, or filing with any other governmental authority, required as of the execution, delivery, and performance by such Party of this Agreement or the carrying out by such Party of the obligations contemplated hereby; (c) none of the duties contemplated herein, conflicts or shall conflict with or result in a breach or violation of any of the terms or provisions of any Law in effect as of the execution date herein, of such Party or any applicable order, writ, injunction, judgment, or decree of any Governmental Authority against such Party or by which it or any of its properties is bound, or any loan agreement, indenture, mortgage, bond, note, resolution, contract or other agreement, or instrument to which such Party is a party or by which it or any of its property is bound, or constitutes or shall constitute a default thereunder or shall result in the imposition of any lien upon any of its property; (d) there are no legal or arbitral proceedings, or any proceedings by or before any Governmental Authority, now pending or (to the knowledge of such Party) threatened against such Party or any of its subsidiaries that if adversely determined, could reasonably be expected to have a material adverse effect on such Party's ability to perform its obligations under this Agreement.

#### ARTICLE 4

#### MISCELLANEOUS

4.1 Governing Law. The validity, interpretation, and performance of this Agreement and each of its provisions shall be governed by the Laws of the State of Nebraska, and the jurisdiction of the Nemaha County Court, Nemaha County, Nebraska.

4.2 Relationships of the Parties. Nothing in this Agreement shall be deemed to constitute either Party a partner, agent, or legal representative of the other Party or create any fiduciary relationship between the Parties.

4.3 Not for Benefit of Third Parties. Except as otherwise provided herein, this Agreement and each and every provision of this Agreement is for the exclusive benefit of the Parties hereto and is not for the benefit of or enforceable by any third party.



4.4 Notice. Except as otherwise provided in this Agreement, all Notices under this Agreement shall be in writing and be effective upon delivery if delivered by (i) hand, (ii) certified or registered U.S. Mail postage prepaid, or (iii) facsimile, provided that service by facsimile after 5:00 p.m. local time of the recipient shall be deemed delivered on the following Business Day, as follows:

(i) Notice to BPW:

Auburn Board of Public Works  
1600 O St., P.O. Box 288  
Auburn, NE 68305  
Facsimile: (402) 274-4991

(ii) Notice to Brownville:

Village of Brownville, NE  
P.O. Box 67  
Brownville, NE 68321  
brownvilleclerk@gmail.com

(iii) Each party may change its address for purposes of Notice under this Agreement by Notice to one another consistent with this provision.

4.5 Waiver. The failure of either Party to insist upon strict performance of the terms and conditions of this Agreement, or to exercise or delay the exercise of any rights or remedies provided by this Agreement or by law, or the acceptance of all or part of the services provided under this Agreement shall not release the other Party from any of the responsibilities or obligations imposed by Law or by this Agreement, and shall not be deemed a waiver of any right of the other Party to insist upon strict performance of this Agreement.

4.6 Cooperation. BPW & Brownville shall each assist the other in fulfilling and discharging the responsibilities assumed under this Agreement. This general undertaking of mutual assistance shall not be deemed to replace or modify in any respect the specific responsibilities, duties, and obligations of the BPW and Brownville respectively, as described in this Agreement.

4.7 Amendments. This Agreement may be amended only by a written instrument duly executed by each of the Parties herein.

4.8 Successors & Assigns. This Agreement shall inure to the benefit of and be binding upon any respective successors and assigns of the Parties hereto.

4.9 Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld or delayed. No consent shall be required in connection with the assignment or transfer to any financing institution or investor (and their collateral assignees), in each instance solely as security for loans. Further, no consent shall be required in connection with the assignment or transfer of this Agreement (i) between BPW and any commonly controlled subsidiary or affiliate of BPW, or (ii) between Brownville and any commonly controlled subsidiary or affiliate of Brownville, so long as, (a) such assignment or transfer is consistent with applicable law, (b) the assignment or transfer is of all rights and obligations under the Agreement, and (c) the assignee or transferee has the same or better creditworthiness as the assigning Party in the reasonable opinion of the non-assigning Party. Any assignee or transferee of the rights of any Party shall agree in writing to be bound by and subject to all the provisions and conditions of this Agreement to the same extent as though such assignee or transferee were the original Party under this Agreement. Any assignment or transfer which does not comply with the provisions herein shall be null and void.

4.10 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4.11 Further Assurance. From time to time during the term of this Agreement, BPW & Brownville shall execute such instruments and other documents, upon request of the other Party, as may be necessary or appropriate to carry out the intent of this Agreement.

4.12 Designation of Contacts. Brownville shall designate in writing to BPW, from time to time, the person or persons to be contacted at Brownville concerning the implementation of this Agreement.

4.13 Severability. Any provision declared or rendered unlawful by any Governmental Authority or deemed unlawful because of a change in Law will not, to the extent reasonable and practicable, affect the remaining lawful obligations under this Agreement, and the Parties shall use reasonable efforts to reform this Agreement in order to give effect to the original intent of the Parties.



4.14 Headings Not to Affect Meaning. The descriptive headings of the various Articles, Sections, and Provisions of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions of this Agreement.

4.15 Integration. This Agreement prevails over prior communications between the Parties or their representatives concerning these matters. This Agreement is integrated and contains the entire agreement between the Parties, and no representations, warranties, or promises have been made or relied on by any Party other than those set forth in this Agreement.

The Parties have executed and delivered this CONTRACT & AGREEMENT FOR WATER & WASTEWATER BILLING, METER READING, & UTILITY SERVICE COLLECTION on the Execution Date, in multiple counterparts (if necessary) to be construed as one contract, intending to be legally bound as the execution hereof and effective as of February 1, 2024.

AUBURN BOARD OF PUBLIC WORKS, Auburn, NE  
herein, "BPW"

By: Chuck W. Knipe Dated: 1-17-24  
Board Chairman, Chuck Knipe

Attest: Tamara L. Westhart Dated: 1-17-24  
Board Secretary, Tamara L. Westhart

THE VILLAGE OF BROWNVILLE, Brownville, NE  
herein, "Brownville"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Village Board Chairperson

Attest: \_\_\_\_\_ Dated: \_\_\_\_\_  
Village Secretary



April 10, 2024

**City of Auburn**

1101 J Street  
Auburn, Nebraska 68305  
402-274-3420  
402-274-4154 fax  
www.auburn.ne.gov

**MAYOR**

Chris Erickson

**COUNCIL MEMBERS**

Katy Billings

Shawn Clark

Tom Clark

Rick Janssen

Jeff Jeanneret

Nathan Seitz

Auburn Board of Public Works

1600 O Street

Auburn, NE 68305

Board of Directors,

The City of Auburn would like to request that the Board of Public Works modify the existing utility easement that runs east to west across the Westgate Housing Development. The current easement is 50 feet wide. Based on the planned location of lots adjacent to the easement, the City would like to request that the easement be narrowed to 30 feet within the bounds of the Westgate Housing Development. This will allow for sufficient buildable space on parcels adjacent to the easement once setback requirements are met.

Thank you for your assistance on this matter.

Sincerely,

Crystal Dunekacke  
City Administrator/Economic Developer



EQUAL HOUSING OPPORTUNITY

Quote #: 21583-03.01

Date: March 26, 2024

<b>To:</b> Auburn Board of Public Works	<b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Project Name:</b> Replacement for SN 111817-02
--	--

Quantity	Description	Unit Price	Total Price
1	<b>21583-03.01</b> MUELLER ACCU-THERM Plate Heat Exchanger Model AT80MH, ICLB-150 C/S Frame, with (94) 0.50 MM Type 304 Stainless Steel Plates, Lock-In NBR Gaskets.( 51.9" Long X 28.8" Wide X 82.8" High) 6.00" NBR Studded - Boot Lined connections,SA-193 GR B7 (CS) bolts and aluminum shroud.  Approximate shipping weight: 3486 LB. Performance Specifications per Data Sheet No. 21583-03.01.* Freight Estimate	\$25,467.00	\$25,467.00
			\$1,780.00

Notes: Price includes lift kit to match floor to port centerlines of SN 111817-02.  
Freight estimate is to Auburn, NE 68305.

Duty:	Media Name	Flow Rate	Temperature In	Temperature Out	Pressure Drop
	LUBE OIL	445.0 GPM	165.0 °F	145.8 °F	9.0 PSI
	JACKET H2O	170.0 GPM	130.0 °F	151.5 °F	1.4 PSI

<b>Shipping Schedule:</b>	Shipment of equipment is projected to occur 6 week(s) after customer's final approval of shop drawings and receipt of same by Mueller. This schedule is subject to prior sales and contingent of acceptance of all Purchase Order or Contractual terms, whichever is applicable.
<b>Payment Terms:</b>	Net 30 days with approved credit only and subject to change. Credit status will be reviewed at the time of order. Purchase orders greater than \$25,000 in value may be subject to down payments.
<b>Delivery Terms:</b>	FCA Plant. Title passes to purchaser at point of origin.
<b>Price Validity:</b>	This quote is valid for 10 days from the date shown unless otherwise agreed upon in writing. Price is subject to escalation if order is not released for fabrication within 3 weeks of PMC submitting approval to buyer. Due to current material base price and surcharge volatility, the material price included in our proposal is contingent upon domestic mill pricing, surcharge, and availability. Seller reserves the right to increase pricing due to escalation in material cost. Material pricing is separate from and not subject to quote validity period. Additional details can be provided at your request.

This quotation is subject to the provisions of the attached Paul Mueller Company Standard Product Warranty and Terms and Conditions of Sale which shall prevail over any additional, different, or inconsistent provisions in any purchase order or other document provided by Purchaser, unless agreed to in writing signed by Seller.

CC: Tim Blaine  
Paul Mueller Company  
1600 W Phelps  
Springfield, MO 65801  
PH: X  
Fax: 417-575-9885  
tblaine@muel.com

Respectfully submitted,  
Regional Sales Manager

Make P.O. out to Paul Mueller Company

<b>FastTrack P.O.</b>	
I hereby order the goods described in this offer.	
Signed By: _____	
Title: _____	
Date: _____	P.O. #: _____
(1.634) 69	



# MUELLER ACCU-THERM PLATE HEAT EXCHANGER SPECIFICATION SHEET

Agenda Item #13

PMC Spec. No. 21583-03.01

Sales Manager

Ref No. Replacement for SN 111817-02

Date

Tuesday, March 26, 2024

<u>Design Data</u>	<u>Hot Side</u>	<u>Cold Side</u>	
Heat Transfer Media	LUBE OIL	JACKET H2O	
Volume Flow Rate	445.0	170.0	GPM
Mass Flow Rate	190041.1	83664.1	LB/HR
Inlet Temperature	165.0	130.0	°F
Outlet Temperature	145.8	151.5	°F
Density	7.12	8.21	LB/GAL
Specific Heat	0.493	0.999	BTU/LB F
Viscosity	32.30	0.46	CPS
Thermal Conductivity	0.075	0.376	BTU/FT H F
Pressure Drop	9.0	1.4	PSI
Operating Pressure	150.0	74.6	PSI G
Heat Transfer Rate		1800017	BTU/H
Log Mean Temperature Difference		14.6	°F
Operating U-Value		148	BTU/FT2 H F
Heat Transfer Area (All Frames)		831.5	FT2

<u>Mechanical Description</u>			
<u>Frame</u>		<u>Plate</u>	
Type	ICLB-150 Carbon Steel	Type	AT80M H
Design Code	ASME Section VIII, Div. 1 U	Plate Material	0.50 MM 304 S/S SA-240
Design Pressure	150 PSI G	Plates/Frame	94
Design Temp. Max/Min	170 °F / 32°F	Passes-H/C	1/1
Test Pressure	195 PSI G	Channels-H/C	47/46
Frames In Parallel/Series/Total	1/ 1/ 1	Gasket Material	NBR
A-Dim. Min./Max.	13.42/ 14.34 Inch	<hr/>	
Overall Length	51.88 Inch	<b>Connections</b>	
Overall Width	28.75 Inch	<b>Location</b>	
Overall Height	82.81 Inch	Hot In	6.00 Inch NBR Studded - Bo 1F
Guide Bar Length/Capacity	48.00 Inch / 126 plates	Hot Out	6.00 Inch NBR Studded - Bo 4F
Compression Bolt Length/Capacity	36.00 Inch / 144 plates	Cold In	6.00 Inch NBR Studded - Bo 3F
Weight Operating/Empty	4013/ 3486 LB	Cold Out	6.00 Inch NBR Studded - Bo 2F

**Notes:**

Price includes lift kit to match floor to port centerlines of SN 111817-02.

Freight estimate is to Auburn, NE 68305.

Aluminum shroud included

The purchaser of the equipment bears total responsibility for suitability of use of all materials in this application.

We may have assumed some design values. If they differ from your requirements, a new design may be necessary.

V13.0.0.0



# ACCU-THERM FRAME DRAWING

CUSTOMER: Auburn Board of Public Works

LOCATION:

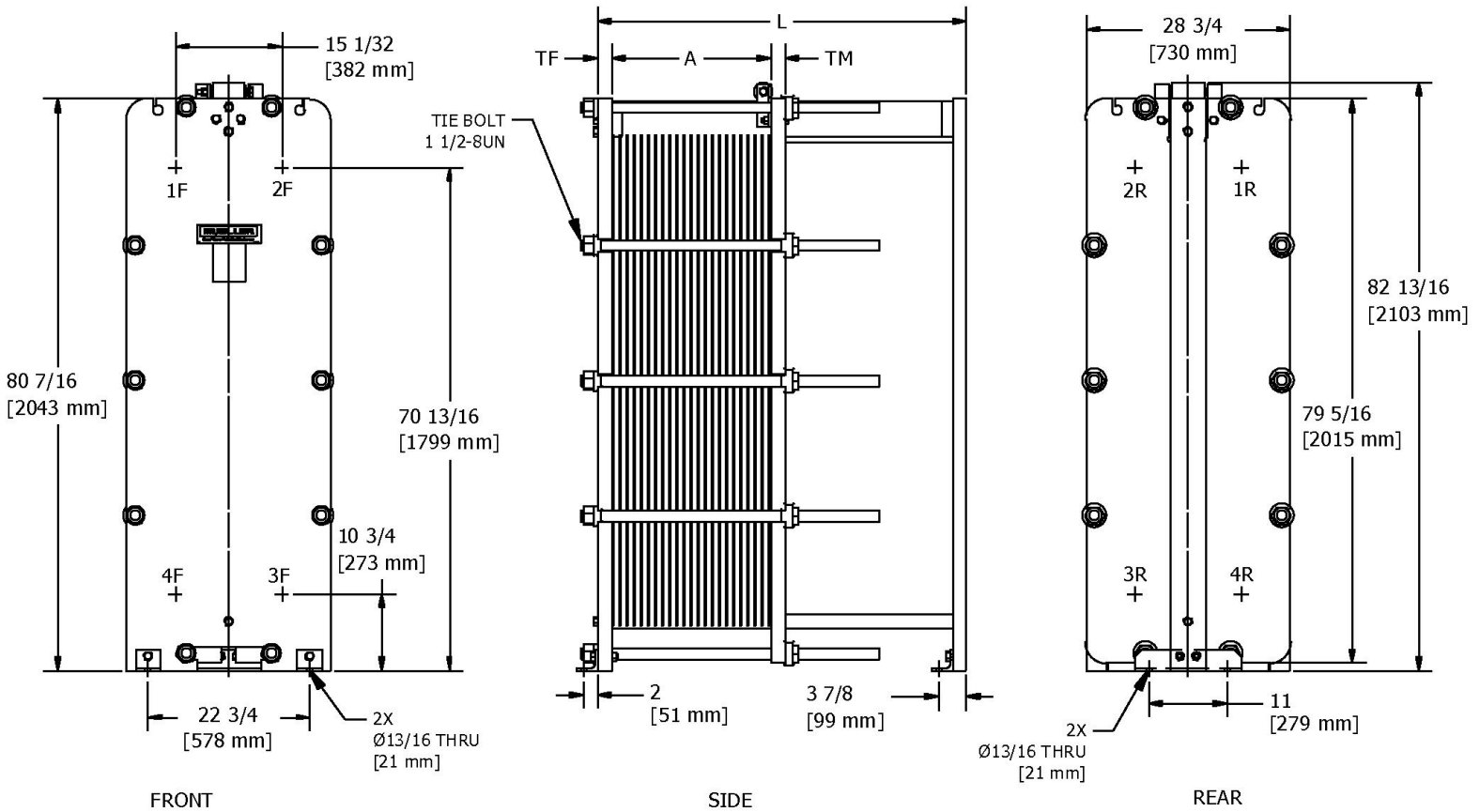
TYPE: ACCU-THERM 80M H / ICLB-150

Agenda Item #13

DATE: 03/26/2024

INQUIRY NUMBER: 21583-03.01

SERIAL NO.:



PACK LENGTH MAX (A): 14.34 Inch  
 FIXED THICKNESS (TF): 2.00 Inch

OVERALL LENGTH (L): 51.88 Inch  
 MOVABLE THICKNESS (TM): 1.50 Inch

<p>1F HOT IN Z = 0.150</p> <p>FRONT SIDE</p>	<p>2F COLD OUT Z = 0.150</p> <p>FRONT SIDE</p>	<p>2R</p>	<p>1R</p>
<p>4F HOT OUT Z = 0.150</p> <p>FRONT SIDE</p>	<p>3F COLD IN Z = 0.150</p> <p>FRONT SIDE</p>	<p>3R</p>	<p>4R</p>



# ACCU-THERM FLOW DIAGRAM

CUSTOMER: Auburn Board of Public Works

LOCATION:

TYPE: ACCU-THERM 80M H / ICLB-150

Agenda Item #13

DATE: 03/26/2024

INQUIRY NUMBER: 21583-03.01

SERIAL NO.:

	HOT	COLD	
<b>MEDIUM:</b>	LUBE OIL	JACKET H2O	
<b>FLOW:</b>	445.0	170.0	GPM
<b>TEMPERATURE IN:</b>	165.0	130.0	°F
<b>TEMPERATURE OUT:</b>	145.8	151.5	°F
<b>PRESSURE DROP:</b>	9.0	1.40	PSI
<b>FLOW PATH:</b>	1 X 47	1 X 46	
<b>GUIDE LENGTH / CAPACITY:</b>	48.0 Inch / 126 plates		
<b>BOLT LENGTH / CAPACITY:</b>	36.0 Inch / 144 plates		

<b>DESIGN PRESS:</b>	150 PSI G
<b>TEST PRESS:</b>	195 PSI G
<b>DESIGN TEMP:</b>	170°F
<b>MDMT:</b>	32°F
<b>VOLUME:</b>	68.06 Gallons
<b>PLATE MATERIAL:</b>	0.50 MM 304 S/S SA-240
<b>GASKET MATERIAL:</b>	NBR
<b>BOLT MATERIAL:</b>	SA-193 GR B7 (CS)
<b>PACK LENGTH MAX (A):</b>	14.34 Inch
<b>PACK LENGTH MIN:</b>	13.42 Inch
<b>OVERALL LENGTH (L):</b>	51.88 Inch
<b>EMPTY WEIGHT:</b>	3,486 LB
<b>OPERATING WEIGHT:</b>	4,013 LB
<b>SHROUD MATERIAL:</b>	ALUMINUM
<b>FIXED MATERIAL:</b>	SA-516 GR 70 NORMALIZED
<b>MOVABLE MATERIAL:</b>	SA-515 OR 516 GR 70

CONNECTIONS	TYPE	MATERIAL	SIZE	POSITION
HOT IN	STUDDERED - BOOT LINED	NBR	6.00	1F
HOT OUT	STUDDERED - BOOT LINED	NBR	6.00	4F
COLD IN	STUDDERED - BOOT LINED	NBR	6.00	3F
COLD OUT	STUDDERED - BOOT LINED	NBR	6.00	2F

UNIT IS DESIGNED AND FABRICATED PER ASME SECTION VIII, DIV. 1 WITH U MARKING

## BILL OF MATERIAL

PART NUMBER	DESCRIPTION	QUANTITY
9818486	FLO 80MH 0.50 304 NBRF R1234	93
9830777	80MH 0.50 316 R0000	1
9860286	END GSK 80M/P NBRF INSTALLED	1
9861074	FR FXD AT80L-150 BLK 2"	1
9861370	FRAME COMPONENTS AT80LB-150	1
9831307	BOOT LINER NBR AT80L-150 6"	4
9831504	SHIM PLATE AT80L 12 GA 4-HOLE	1
9400835	ALUMINUM STUCCO EMBOSSED	2910.36
9401745	TIE BOLT COMP KWKN 1.5 CS	10
9404632	FR MVB AT80L-150 BLK 1.5"	1
9806439	ROD ALL THREAD 1.5-8UN CS ZP	360
9807177	GUIDE RAIL TOP BEAM ASSY 48"LG	1
9807198	GUIDE BAR ASSY 2"OD 48"LG	1
9814256	NAMEPLATE ASME PHE	1

**1. GOODS AND SERVICES.** The goods shall be sold and/or services performed by Seller (collectively referred to herein as the "Work") in accordance with the terms and conditions on the face hereof and the following terms and conditions (collectively "Seller's Terms and Conditions"), which shall constitute the entire Agreement of the parties with respect to the Work. Standard goods are updated by Seller from time to time, and it is Purchaser's responsibility to confirm that the updated goods are satisfactory for Purchaser's intended use.

**2. ACCEPTANCE.** This offer is conditioned upon Purchaser's acceptance of Seller's Terms and Conditions. Seller hereby expressly rejects any and all terms in any purchase order or other order document of Purchaser which are in addition to, different from, or inconsistent with, (collectively the "Rejected Terms"), Seller's Terms and Conditions. Any purchase order or other order document issued by Purchaser shall, whether or not it contains terms and conditions that are in addition to, different from, or inconsistent with Seller's Terms and Conditions, and whether or not signed by Seller, be deemed to be Purchaser's acceptance of all of Seller's Terms and Conditions contained in this offer without amendment, and such Rejected Terms shall not be included in the Agreement of the parties, unless agreed to in a written instrument signed by Seller that specifically references that Seller's Terms and Conditions are being amended. Any provision in any purchase order or other order document of Purchaser that purports to reject Seller's Terms and Conditions shall not be binding on Seller. This offer may be withdrawn at any time prior to receiving Purchaser's acceptance meeting all of the requirements for acceptance provided in this Section 2 and Section 3 below, and this offer shall expire automatically if not accepted within thirty (30) days from the date on the face hereof.

**3. CREDIT APPROVAL.** Payment must be made in full prior to the Seller's commencement of any Work unless alternative payment arrangements are included within this offer, and Purchaser's acceptance of this offer as provided in Section 2 above is subject to approval of Purchaser's credit worthiness by Seller's Credit Department within thirty (30) days of Purchaser's acceptance. The evaluation of creditworthiness may include, but not be limited to, a review of Seller's records of Purchaser's payment history. In the event that Seller's Credit Department does not approve Purchaser's credit worthiness within the thirty (30) day period Purchaser's acceptance shall be conclusively deemed rejected by Seller and no agreement of the parties shall be deemed to exist for any purposes. For alternative payment terms, Seller may require Purchaser to execute Seller's form of security agreement and post other security.

**4. PAYMENT.** Purchaser shall make payments in accordance with this Agreement, or as otherwise approved by Seller's Credit Department. If Seller delays performance or release of the Work as requested by Purchaser for a period in excess of ten (10) days, or under paragraph 6 hereof ("Purchaser's Delay Request"), Purchaser shall pay the full purchase price (or the final installment) within thirty (30) days after Purchaser's Delay Request and shall pay a reasonable storage charge, and for on site work, a reasonable charge for the protection of the Work, and reasonable charges for Seller's de-mobilization and remobilization as determined by Seller. Any balance not paid when due shall draw interest at the rate of 1.5% per month (18% A.P.R.) on the average daily balance until paid or the highest rate allowed by applicable law, whichever is less. Notwithstanding anything to the contrary in paragraph 15 hereof, the parties agree that either party may bring a suit against the other when the amount in controversy in the initial claim or in any counterclaim in the suit is \$75,000.00 or less, exclusive of interest and costs, and the prevailing party in such suit shall be entitled to recover from the other party damages not exceeding \$75,000.00 plus interest, and each party shall bear its own attorney's fees, litigation expenses, and costs incurred in the litigation. All payments shall be made in currency of the United States.

**5. SPECIFICATIONS.** If Seller submits any drawings or other specifications to Purchaser for approval, and Purchaser does not approve or disapprove of them within the time specified by Seller, Seller shall have the right to perform the Work at a later date and charge a higher purchase price, as reasonably necessitated by Purchaser's delay.

**6. SHIPMENT AND COMPLETION.** So long as Purchaser is not in default, Seller shall ship the Work upon completion, except that, subject to paragraph 4 hereof, Seller shall delay shipment as requested by Purchaser in writing. Since the Work is to be manufactured to special order, the completion date designated on the face hereof is estimated and not guaranteed; Seller may ship or complete the Work within a reasonable period either before or after the designated completion date. Unless otherwise provided on the face hereof, Seller may ship the Work by any mode, and in full or partial shipments. Seller shall not be liable for any failure or delay to complete the Work due to Purchaser's delay in making payments, causes beyond Seller's control, including without limitation, acts of God, wars, adverse weather conditions, terrorism, sabotage, casualties, accidents, labor disputes or shortages, governmental laws, ordinances, rules or regulations (such as priorities, requisitions, allocations and price adjustment restrictions), or an inability to obtain material, equipment or transportation (collectively "Permitted Delays"). Seller agrees that it will resume performance of the Work within a reasonable period after the cessation of the Permitted Delay.

**7. TITLE, RISK OF LOSS.** Unless otherwise provided on the face hereof, Work requiring shipment shall be shipped EXW Seller's plant: (a) and all risks of loss with respect to the Work shall transfer to the Purchaser after it has been placed in the possession of a carrier, which carrier may include Mueller Transportation, Inc.; and (b) legal title shall pass to Purchaser on Seller's receipt of payment in full. For Work performed on Purchaser's site or the end user's site: (c) Purchaser shall maintain or cause the end user to maintain Builder's Risk Insurance in the full value of the project of which the Work is a part, with Seller and its subcontractors named as additional insureds, and providing "All Risks" coverage for damage to the Work; (d) in the absence of Builder's Risk Insurance, or in the absence of coverage for the damage to the Work under said policy, Purchaser shall bear all risk of loss to the Work except for physical damage to the Work caused by the active negligence or willful misconduct of Seller or its subcontractors; and (e) title shall to the Work shall pass upon substantial completion of the Work subject to final payment by Purchaser.

**8. INSPECTION AND CLEANING.** Unless otherwise provided on the face hereof, Seller's obligation is to provide completed Work in broom-clean condition. For Work that is shipped, immediately upon receipt it is the Purchaser's responsibility to carefully inspect and properly remove road film, abrasives, chemicals, dust, or other residues from all surfaces that may have been deposited during the manufacture or shipment of the Work. Use or storage of the Work without properly removing residues may result in rust or corrosion. Failure to promptly and properly remove adhesive film from any protective sheeting and other wrappers may cause difficulty in removing these materials and leave residues. The Purchaser assumes total responsibility for any damage to the Work resulting from the failure to promptly and properly remove residues, wrappers and adhesive film.

Purchaser shall inspect the Work at the time and place of delivery for Work that is shipped, and upon substantial completion for Work performed on site, and Purchaser agrees that such occasion shall constitute a reasonable opportunity for its full inspection. The parties agree that Purchaser's failure to reject the Work within three (3) business days shall constitute acceptance of the Work. After Purchaser inspects and accepts the Work, Purchaser shall, except as provided in paragraph 10 hereof, be deemed to have acknowledged that the Work complies with all specifications, representations and warranties of Seller, and to have waived any claim or cause of action against Seller with respect to the Work. Purchaser is encouraged to inspect the Work during Seller's performance at Seller's plant and on site for Work performed on site, and to witness testing of the Work. For Work that is performed in whole or in part at Seller's plant, and if return of the Work is impractical, Purchaser may be required to inspect the Work at Seller's plant prior to shipment, which shall be deemed to be a reasonable opportunity to inspect and, upon satisfactory completion, shall constitute Purchaser's acceptance of the Work. If Purchaser rightfully rejects the Work, Seller shall have the same rights to cure as provided in Section 10 for correction of warranty matters.

**9. TAXES AND DUTIES.** In addition to the purchase price, Purchaser shall pay all sales, use and excise taxes, tariffs, duties and other charges imposed by any country, state, locality or other political subdivision in connection with the sale or performance of the Work. For tax purposes, title to the Work shall pass from Seller to Purchaser upon being loaded for shipment, whether by common carrier, or Purchaser's own trucks, or otherwise, or upon substantial completion for Work performed on site.

**10. WARRANTIES.** Except as specific terms of this warranty are modified on the face hereof, or in a written agreement between Seller and Purchaser, Seller warrants to the original Purchaser, that Seller's Work shall be new, and shall be free of defects in material and workmanship. If the Work does not conform to this warranty within one (1) year from the date of original shipment, (or one (1) year from the date of completion if shipment is delayed by Purchaser; the date of substantial completion for Work performed on site; or from the earlier date of Purchaser's or others use of the Work, as applicable in each case), Seller, at its election and expense, shall repair, replace, grant

allowances for the repair or replacement of the defective Work, or refund the purchase price applicable to the defective portion of the Work, as provided below, but only after receiving written notification of any defects during the applicable warranty period, and substantiation that the Work has been: stored, installed, maintained and operated in accordance with Seller's recommendations and standard industry practice; not subjected to accident, alteration, abuse, misuse, temperatures, pressures, thermal performance, flow rates, media, start up, or vacuum conditions different from, or beyond the original specifications; and not subjected to improper service, disassembly, or assembly by the Purchaser. Seller is not liable for normal wear and tear, fouling or plugging, or items that are normally consumed in operation such as gaskets and o-rings. THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ANY IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT FOR WORK OF SELLER'S DESIGN.

THIS WARRANTY DOES NOT EXTEND TO PRODUCTS NOT OF SELLER'S MANUFACTURE. AS TO SUCH PRODUCTS, SELLER CONVEYS TO PURCHASER THE WARRANTY, IF ANY, OF SELLER'S SUBCONTRACTORS AND SUPPLIERS, TO THE EXTENT TRANSFERABLE WITHOUT ADDITIONAL COST TO SELLER. THIS WARRANTY DOES NOT EXTEND TO MATERIALS PROVIDED BY PURCHASER.

Purchaser shall not return Work claimed to be defective except at the direction of Seller. If Purchaser is directed to return the Work all charges for transporting such Work to Seller shall be prepaid by Purchaser, and Seller shall return such Work to Purchaser freight collect. Purchaser is responsible for all expenses of customs and duties. Permitted returns must be accompanied by a "Certificate of Use and Cleanliness" (available upon request) and a Material Safety Data Sheet similar to OSHA Form 20 for each applicable material used in the Work. If Seller determines that the Work is defective, Seller may at its option elect to: (i) repair the Work at Seller's facility, using independent contractors or Seller's own personnel, (ii) repair or replace the Work at Purchaser's facility, using independent contractors or Seller's own personnel, (iii) grant a reasonable allowance for repairs, but not exceeding the amount of the direct labor costs at the rates Seller would have paid for its own employees, (iv) grant a reasonable allowance for the replacement of the defective portion of the Work, but not exceeding the purchase price applicable to such portion, or (v) refund the purchase price applicable to the defective portion of the Work. When warranty work is performed at Purchaser's facility, Purchaser, without charge, shall fully cooperate with, and make the Work and its facilities available when the warranty work is scheduled, and shall provide all necessary utilities.

ORAL STATEMENTS BY SELLER'S EMPLOYEES OR REPRESENTATIVES DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Purchaser, and are not part of the Agreement between the parties. NO OTHER WARRANTIES are given beyond those set forth in this Agreement.

**11. LIMITATION OF LIABILITY.** Purchaser's exclusive remedy for claims arising out of or related to the Work shall be for damages. Seller shall not under any circumstances be liable for special, indirect, incidental, punitive, exemplary, multiple, or consequential damages, such as, but not limited to, loss of profits or revenue, costs of capital, plant shutdowns, claims by Purchaser's customer, or damage or loss to other property or equipment. The remedies of the Purchaser, and any other party, arising out of or related to the Work, set forth herein are exclusive, and the liability of Seller with respect to the Work, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation, construction, performance, or use of any of the Seller's Work, whether based on theories of contract, negligence, strict liability, tort, laws or regulations, warranty, or otherwise, shall not exceed the price of the specific portion of the Work upon which the liability is based.

Seller is not responsible for corrosion or suitability of use for any material in any particular application. The corrosion resistance and suitability of use for a material is dependent on operating environment, conditions, cleaning practices, and many other factors beyond the control of Seller. The Purchaser/User of Seller's Work bears total responsibility for corrosion or suitability for use of all materials in their particular application.

**12. CANCELLATION.** Purchaser shall not have any right to cancel this Agreement without Seller's prior written consent, and without paying Seller a cancellation charge equal to total price of the Work less the estimated direct labor and materials not expended less the salvage value of materials already purchased.

**13. REMEDIES.** If Purchaser fails to make required payments in a timely manner, or breaches any of the other terms or conditions hereof or any other agreement with Seller, Seller may at its option suspend its performance of the Work and charge Purchaser reasonable charges for storage or protection of the Work, reasonable charges for the costs incurred in stopping and restarting the Work including de-mobilization and re-mobilization, or Seller may terminate this Agreement and withhold further shipments or performance on this or any other order. The Seller's remedies provided herein shall be cumulative and in addition to any other remedies allowed by law or in equity. The failure of Seller to exercise any remedy shall not constitute a waiver of the right to exercise that, or any other remedy; and no waiver of any breach of any provision herein shall operate as a waiver of any other breach of the same or any other provision.

**14. APPLICABLE LAW.** Except as otherwise provided herein: this Agreement shall be governed by the internal laws of the State of Missouri, without reference to its choice of law provisions; Seller and Purchaser hereby consent to personal jurisdiction of the state and federal courts located in Springfield, Missouri; hereby consent to the exclusive venue of any suit in such courts; hereby WAIVE THE RIGHT TO TRIAL BY JURY in any suit; and in each case where the claims in the suit relate in whole or in part to this Agreement or the Work, and whether based on theories of contract, negligence, strict liability, tort, laws or regulations, warranty, or otherwise.

**15. ARBITRATION.** Any dispute, controversy or claim arising out of or relating to this Agreement or the Work, whether based on theories of contract, negligence, strict liability, tort, laws or regulations, warranty, or otherwise, (including, but not limited to, any dispute relating to the existence, interpretation, breach, or termination of this Agreement, or the agreement of the parties to arbitrate disputes), where the amount in controversy in the initial claim or in any counterclaim exceeds \$75,000.00, exclusive of interest and costs, that cannot be resolved by the parties involved, within ninety (90) days of notification by either party of the dispute, shall be resolved by binding arbitration administered by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association or such other arbitral body mutually agreed to by the parties. The award of the arbitrator(s) may be entered by any court having jurisdiction thereof. The costs of the arbitration shall be shared equally by the parties, and each party shall bear its own attorney fees and expenses, provided that where a party asserting a claim in excess of \$75,000.00 is awarded less than the sum or value of \$75,000.00 computed without regard to any setoff, claim, or counterclaim of the other party, the party so failing to recover, shall bear all the fees of the arbitrator(s) and the arbitration service conducting the arbitration. Any arbitration hearing shall be conducted exclusively in Springfield, Missouri. Purchaser and Seller agree that the agreement to arbitrate disputes shall not preclude Seller from exercising lien rights available under the laws of any state where the Work is located or performed, including filing any suit to enforce its lien rights, provided that when the amount in controversy in the initial claim or in any counterclaim exceeds \$75,000.00, exclusive of interest and costs, the suit shall be stayed, and the Seller's claims for payment and the Purchaser's defenses to payments and counterclaims shall be determined by arbitration.

**16. MISCELLANEOUS.** This Agreement is intended by the parties as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used herein, and no modification shall be binding on Seller unless made in a writing signed by Seller. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by separate consideration and is in a writing signed by Seller. Purchaser shall not assign its rights or delegate its duties under this Agreement. Facsimile and email signatures of the parties transmitted electronically, and which clearly indicate a party's intent to sign an agreement, shall constitute original signatures for all purposes. The invalidity of any portion of this Agreement shall not affect the validity of any remaining portions thereof. Nothing contained herein shall be construed as creating any relationship between the parties other than as independent contractors.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

**MUELLER**

# Warranty

## ACCU-THERM<sup>®</sup> PLATE HEAT EXCHANGER

### GENERAL PROVISIONS

Paul Mueller Company (*hereinafter referred to as Company*) warrants to the original purchaser/user (*hereinafter referred to as the Customer*) that all equipment or parts thereof manufactured by it will be free from defects in material and workmanship only, under normal use and service, for a period of one year from the date of original shipment.

The *Company* shall not be liable for any loss of profit, loss by reason of plant shutdown, non-operation or increased cost of operation, loss of product or materials, or other special or consequential loss or damages. This warranty will not apply to any equipment (or parts thereof) which has been subjected to accident, alteration, abuse, or misuse. Misuse may constitute but not be limited to: subjecting the heat exchanger to temperature, pressure, or vacuum beyond the design limitations; compression of the plate pack beyond the minimum dimension; or improper disassembly or assembly by the *Customer*, or uses other than those intended by the *Company*. The *Company* will warrant thermal performance of the unit in conformance with original specifications only, since process changes such as flow rates, temperatures, or media will affect thermal performance. The *Company* cannot warrant against any fouling or plugging for any design. The *Company* will aid in the selection of gasket, plate, and adhesive material but will assume no liability for material compatibility with *Customer's* products or media. The *Company* is not responsible for corrosion or suitability for use of any material in any particular application. The corrosion resistance and suitability for use of a material is dependent on operating environment, and conditions, cleaning, practices, and many other factors beyond the control of the *Company*. The user of this equipment bears total responsibility for corrosion or suitability for use of all materials in their particular application. This warranty is in lieu of all other warranties, expressed or implied, (including the implied warranty of merchantability and fitness) and of all other obligations or liabilities on the part of the *Company*, and the *Company* will neither assume nor authorize any other person to assume for it any other obligation or liability in connection with this equipment.

### COMPONENTS NOT MANUFACTURED BY THE COMPANY

Components not manufactured by the *Company*, but furnished as part of its equipment (for example: motors, starters, thermometers, controls, etc.), will be warranted by the *Company* only to the extent of the component manufacturer's warranty.

### RETURN OF PARTS OR EQUIPMENT TO COMPANY PLANT

Permission to return any parts or equipment must be obtained, in writing, and must be returned with transportation costs prepaid. Any used heat-exchanger, plate, or gasket that is being returned must be accompanied by a "Certificate of Use and Cleanliness" (available upon request) and a Manufacturer's Safety Data Sheet similar to OSHA Form 20. In the event that equipment (or parts thereof) manufactured by the *Company* is returned to the *Company* plant, the *Company* obligation will be limited to repairing or replacing parts which, upon examination, are found (to the satisfaction of the *Company*) to be defective in either material or workmanship. No transportation charges will be paid by the *Company* unless written approval for transportation charges is given by the *Company*.

### VISIT TO COMPANY PLANT BEFORE SHIPMENT

When the *Customer* plans to install Mueller equipment in a manner (or at such distance from the *Company* plant) that will make it impractical to return it for in-warranty repairs, the *Customer* is encouraged to visit the *Company* plant before shipment to inspect and, when possible, witness testing of the equipment.

### REPAIR OF EQUIPMENT INSTALLED IN THE CONTINENTAL UNITED STATES

Should an in-warranty failure occur, and it is, in the judgement of the *Company*, impractical to return the equipment for repairs, the *Company* will arrange for the repairs to be made by its personnel or, at its option, sublet to a qualified company. The *Customer* will be expected to cooperate by making the equipment available and accessible when the work is scheduled and is expected to provide the necessary utilities.

If local labor conditions prohibit such work being done by *Company* personnel under the conditions and at the rates payable by its contracts with its employees, the *Company* obligation shall be limited to supervision of the work, replacement of defective parts, and labor costs in an amount equal to the amount which would be payable for a reasonable number of hours required to make the repairs at the rates payable under the terms of *Company* contracts with its employees. In such an event, all labor costs shall be paid by the *Customer* and the *Company* will reimburse the *Customer* to the extent set forth above.

### REPAIR OF EQUIPMENT INSTALLED OUTSIDE THE CONTINENTAL UNITED STATES

Should an in-warranty failure occur, and it is, in the judgement of the *Company*, impractical to return the equipment for repairs, the *Company* obligation shall be limited, and the *Company* shall have the options of either sending a service representative to repair (or supervise the repairs) or granting a reasonable allowance for having the repairs made locally.

Combined Financial Statements														
2024	YTD	Dec 2024	Nov 2024	Oct 2024	Sept 2024	Aug 2024	Jul 2024	Jun 2024	May 2024	Apr 2024	YTD	Mar 2024	Feb 2024	Jan 2024
Total Operating Rev	2,125,865	0	0	0	0	0	0	0	0	0	2,125,865	627,987	697,318	800,561
Total Other Revenue	94,932	0	0	0	0	0	0	0	0	0	94,932	28,320	(3,492)	70,104
Total Non Operating Rev	119,507	0	0	6	0	0	0	0	0	0	119,507	58,237	22,808	38,463
<b>TOTAL REVENUE</b>	<b>2,340,305</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,340,305</b>	<b>714,543</b>	<b>716,634</b>	<b>909,128</b>
Total Operating Exp	(1,322,598)	0	0	0	0	0	0	0	0	0	(1,322,598)	(422,290)	(403,383)	(496,925)
Total Admin & Gen Exp	(449,332)	0	0	0	0	0	0	0	0	0	(449,332)	(145,272)	(150,042)	(154,018)
Total Depreciation Exp	(243,915)	0	0	0	0	0	0	0	0	0	(243,915)	(81,305)	(81,305)	(81,305)
Total Non Operating Exp	(21,010)	0	0	0	0	0	0	0	0	0	(21,010)	(6,820)	(7,500)	(6,689)
<b>TOTAL EXPENSES</b>	<b>(2,036,855)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(2,036,855)</b>	<b>(655,687)</b>	<b>(642,230)</b>	<b>(738,938)</b>
<b>NET INCOME</b>	<b>303,449</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>303,449</b>	<b>58,856</b>	<b>74,404</b>	<b>170,190</b>
less W & WW P&I	170,274	0	0	0	0	0	0	0	0	0	170,274	56,758	56,758	56,758
<b>Adjusted Net Income</b>	<b>133,176</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>133,176</b>	<b>2,098</b>	<b>17,646</b>	<b>113,432</b>
2023	YTD	Dec 2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	Apr 2023	YTD	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	8,410,114	674,367	682,233	645,303	697,408	830,277	733,721	763,622	624,945	596,643	2,161,595	729,447	709,146	723,002
Total Other Revenue	1,095,477	34,485	37,611	53,281	35,709	43,239	41,560	63,817	34,436	597,031	154,308	36,628	48,428	69,252
Total Non Operating Rev	360,484	56,242	16,101	41,762	60,409	15,923	34,978	7,127	16,063	96,038	15,842	7,817	3,853	4,173
<b>TOTAL REVENUE</b>	<b>9,866,075</b>	<b>765,094</b>	<b>735,945</b>	<b>740,346</b>	<b>793,526</b>	<b>889,439</b>	<b>810,259</b>	<b>834,565</b>	<b>675,445</b>	<b>1,289,712</b>	<b>2,331,745</b>	<b>773,891</b>	<b>761,427</b>	<b>796,427</b>
Total Operating Exp	(5,088,718)	(407,491)	(405,234)	(410,903)	(467,182)	(494,199)	(468,536)	(398,224)	(423,746)	(356,825)	(1,256,376)	(404,029)	(422,411)	(429,937)
Total Admin & Gen Exp	(1,695,465)	(138,407)	(134,899)	(121,844)	(129,694)	(133,259)	(128,357)	(119,501)	(248,989)	(126,023)	(414,492)	(152,797)	(134,955)	(126,740)
Total Depreciation Exp	(1,065,784)	(83,214)	(83,177)	(83,177)	(83,177)	(83,176)	(93,273)	(157,815)	(79,755)	(79,755)	(239,265)	(79,755)	(79,755)	(79,755)
Total Non Operating Exp	(76,887)	(5,385)	(6,637)	(6,637)	5,537	(6,433)	(8,011)	(7,855)	(7,787)	(9,038)	(24,643)	(8,878)	(8,661)	(7,104)
<b>TOTAL EXPENSES</b>	<b>(7,926,854)</b>	<b>(634,497)</b>	<b>(629,947)</b>	<b>(622,561)</b>	<b>(674,516)</b>	<b>(717,067)</b>	<b>(698,177)</b>	<b>(683,396)</b>	<b>(760,277)</b>	<b>(571,640)</b>	<b>(1,934,776)</b>	<b>(645,458)</b>	<b>(645,783)</b>	<b>(643,535)</b>
<b>NET INCOME</b>	<b>1,939,222</b>	<b>130,598</b>	<b>105,998</b>	<b>117,785</b>	<b>119,010</b>	<b>172,372</b>	<b>112,082</b>	<b>151,169</b>	<b>(84,832)</b>	<b>718,071</b>	<b>396,968</b>	<b>128,433</b>	<b>115,644</b>	<b>152,892</b>
less P&I Payment	628,896	41,158	41,158	41,158	51,918	56,688	56,688	56,688	56,688	56,688	170,064	56,688	56,688	56,688
<b>Adjusted Net Income</b>	<b>1,310,326</b>	<b>89,440</b>	<b>64,840</b>	<b>76,627</b>	<b>67,092</b>	<b>115,684</b>	<b>55,394</b>	<b>94,481</b>	<b>(141,520)</b>	<b>661,383</b>	<b>226,904</b>	<b>71,745</b>	<b>58,956</b>	<b>96,204</b>



Electric Department														
	YTD										YTD			
2024	12/31/2024	Dec 2024	Nov 2024	Oct 2024	Sept 2024	Aug 2024	Jul 2024	Jun 2024	May 2024	Apr 2024	3/31/2024	Mar 2024	Feb 2024	Jan 2024
Total Operating Rev	1,596,507	0	0	0	0	0	0	0	0	0	1,596,507	451,325	517,356	627,827
Total Other Revenue	66,095	0	0	0	0	0	0	0	0	0	66,095	20,264	(13,587)	59,418
Total Non Operating Rev	94,365	0	0	6	0	0	0	0	0	0	94,365	45,812	18,133	30,420
<b>TOTAL REVENUE</b>	<b>1,756,967</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,756,967</b>	<b>517,401</b>	<b>521,902</b>	<b>717,665</b>
Total Operating Exp	(1,075,288)	0	0	0	0	0	0	0	0	0	(1,075,288)	(340,363)	(328,538)	(406,387)
Total Admin & Gen Exp	(306,028)	0	0	0	0	0	0	0		0	(306,028)	(95,558)	(103,929)	(106,542)
Total Depreciation Exp	(95,607)	0	0	0	0	0	0	0	0	0	(95,607)	(31,869)	(31,869)	(31,869)
Total Non Operating Exp	(325)	0	0	0	0	0	0	0	0	0	(325)	(131)	(194)	0
<b>TOTAL EXPENSES</b>	<b>(1,477,248)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(1,477,248)</b>	<b>(467,920)</b>	<b>(464,531)</b>	<b>(544,797)</b>
<b>NET INCOME</b>	<b>279,718</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>279,718</b>	<b>49,480</b>	<b>57,371</b>	<b>172,868</b>
	YTD										YTD			
2023	12/31/2023	Dec 2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	Apr 2023	3/31/2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	6,289,309	507,040	509,548	466,700	512,774	642,382	544,804	568,096	447,307	428,952	1,661,705	560,708	545,407	555,590
Total Other Revenue	329,621	23,613	25,465	23,565	24,440	29,638	27,746	25,507	22,158	21,107	106,382	25,647	24,722	56,013
Total Non Operating Rev	286,652	43,970	11,795	33,948	47,242	11,486	27,372	6,185	15,628	74,856	14,171	6,326	3,147	4,699
<b>TOTAL REVENUE</b>	<b>6,905,582</b>	<b>574,623</b>	<b>546,808</b>	<b>524,213</b>	<b>584,456</b>	<b>683,506</b>	<b>599,922</b>	<b>599,787</b>	<b>485,093</b>	<b>524,915</b>	<b>1,782,258</b>	<b>592,680</b>	<b>573,276</b>	<b>616,302</b>
Total Operating Exp	(4,131,423)	(338,091)	(331,390)	(323,543)	(389,580)	(389,623)	(372,525)	(328,986)	(345,807)	(284,174)	(1,027,705)	(333,677)	(345,300)	(348,728)
Total Admin & Gen Exp	(1,152,130)	(96,888)	(97,506)	(84,111)	(87,911)	(88,934)	(89,920)	(82,938)	(166,982)	(82,856)	(274,085)	(101,679)	(88,551)	(83,855)
Total Depreciation Exp	(475,644)	(33,773)	(33,748)	(33,748)	(33,748)	(33,747)	(43,939)	(103,596)	(31,869)	(31,869)	(95,607)	(31,869)	(31,869)	(31,869)
Total Non Operating Exp	(4,656)	(692)	0	0	0	0	(1,171)	0	(442)	(391)	(1,960)	(1,568)	(392)	0
<b>TOTAL EXPENSES</b>	<b>(5,763,853)</b>	<b>(469,444)</b>	<b>(462,644)</b>	<b>(441,402)</b>	<b>(511,239)</b>	<b>(512,304)</b>	<b>(507,555)</b>	<b>(515,520)</b>	<b>(545,100)</b>	<b>(399,290)</b>	<b>(1,399,357)</b>	<b>(468,793)</b>	<b>(466,112)</b>	<b>(464,452)</b>
<b>NET INCOME</b>	<b>1,141,729</b>	<b>105,179</b>	<b>84,164</b>	<b>82,811</b>	<b>73,217</b>	<b>171,202</b>	<b>92,367</b>	<b>84,268</b>	<b>(60,007)</b>	<b>125,625</b>	<b>382,901</b>	<b>123,887</b>	<b>107,164</b>	<b>151,850</b>



Water Department														
2024	YTD 12/31/2024	Dec 2024	Nov 2024	Oct 2024	Sept 2024	Aug 2024	Jul 2024	Jun 2024	May 2024	Apr 2024	YTD 3/31/2024	Mar 2024	Feb 2024	Jan 2024
Total Operating Rev	251,156	0	0	0	0	0	0	0	0	0	251,156	84,093	87,147	79,916
Total Other Revenue	20,443	0	0	0	0	0	0	0	0	0	20,443	4,960	7,003	8,480
Total Non Operating Rev	8,751	0	0	0	0	0	0	0	0	0	8,751	2,978	3,287	2,487
<b>TOTAL REVENUE</b>	<b>280,350</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>280,350</b>	<b>92,031</b>	<b>97,436</b>	<b>90,883</b>
Total Operating Exp	(98,023)	0	0	0	0	0	0	0	0	0	(98,023)	(33,478)	(26,707)	(37,838)
Total Admin & Gene Exp	(88,847)	0	0	0	0	0	0	0	0	0	(88,847)	(28,731)	(28,086)	(32,030)
Total Depreciation Exp	(78,189)	0	0	0	0	0	0	0	0	0	(78,189)	(26,063)	(26,063)	(26,063)
Total Non Operating Exp	(19,640)	0	0	0	0	0	0	0	0	0	(19,640)	(6,341)	(6,958)	(6,341)
<b>TOTAL EXPENSES</b>	<b>(284,699)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(284,699)</b>	<b>(94,613)</b>	<b>(87,814)</b>	<b>(102,273)</b>
<b>NET INCOME</b>	<b>(4,349)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(4,349)</b>	<b>(2,582)</b>	<b>9,623</b>	<b>(11,390)</b>
less P&I Accrual for NEDQ	61,524				0	0	0	0	0	0	61,524	20,508	20,508	20,508
Adjusted Net Income	(65,873)	0	0	0	0	0	0	0	0	-	(65,873)	(23,090)	(10,885)	(31,898)
2023	YTD 12/31/2023	Dec 2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	Apr 2023	YTD 3/31/2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	987,089	73,520	79,030	83,374	88,235	92,060	89,867	100,790	83,864	74,858	221,492	76,823	70,958	73,711
Total Other Revenue	731,718	8,803	9,643	27,154	8,573	10,835	11,227	35,347	8,650	572,353	39,132	8,669	20,932	9,531
Total Non Operating Rev	20,626	3,028	3,029	2,434	3,270	2,949	1,957	(428)	(944)	6,113	(783)	73	(502)	(354)
<b>TOTAL REVENUE</b>	<b>1,739,433</b>	<b>85,352</b>	<b>91,702</b>	<b>112,962</b>	<b>100,078</b>	<b>105,844</b>	<b>103,050</b>	<b>135,708</b>	<b>91,571</b>	<b>653,324</b>	<b>259,841</b>	<b>85,565</b>	<b>91,389</b>	<b>82,888</b>
Total Operating Exp	(452,495)	(27,534)	(34,254)	(36,277)	(38,236)	(61,715)	(44,416)	(32,408)	(35,309)	(31,953)	(110,392)	(31,792)	(38,205)	(40,395)
Total Admin & General Exp	(334,917)	(25,626)	(25,703)	(24,237)	(25,063)	(28,295)	(23,087)	(22,364)	(48,174)	(26,903)	(85,464)	(30,076)	(29,930)	(25,458)
Total Depreciation Exp	(310,615)	(26,063)	(26,056)	(26,056)	(26,056)	(26,056)	(25,985)	(34,628)	(23,943)	(23,943)	(71,829)	(23,943)	(23,943)	(23,943)
Total Non Operating Exp	(66,286)	(4,707)	(6,107)	(6,107)	6,107	(5,903)	(6,310)	(7,326)	(6,815)	(8,117)	(21,001)	(6,687)	(7,740)	(6,574)
<b>TOTAL EXPENSES</b>	<b>(1,164,313)</b>	<b>(83,930)</b>	<b>(92,120)</b>	<b>(92,677)</b>	<b>(83,248)</b>	<b>(121,969)</b>	<b>(99,798)</b>	<b>(96,726)</b>	<b>(114,241)</b>	<b>(90,916)</b>	<b>(288,686)</b>	<b>(92,498)</b>	<b>(99,818)</b>	<b>(96,370)</b>
<b>NET INCOME</b>	<b>575,120</b>	<b>1,422</b>	<b>(418)</b>	<b>20,286</b>	<b>16,830</b>	<b>(16,125)</b>	<b>3,252</b>	<b>38,982</b>	<b>(22,670)</b>	<b>562,408</b>	<b>(28,845)</b>	<b>(6,933)</b>	<b>(8,429)</b>	<b>(13,482)</b>
less P&I Accrual for NEDQ	238,896	19,908	19,908	19,908	19,908	19,908	19,908	19,908	19,908	19,908	59,724	19,908	19,908	19,908
<b>Adjusted Net Income</b>	<b>336,224</b>	<b>(18,486)</b>	<b>(20,326)</b>	<b>378</b>	<b>(3,078)</b>	<b>(36,033)</b>	<b>(16,656)</b>	<b>19,074</b>	<b>(42,578)</b>	<b>542,500</b>	<b>(88,569)</b>	<b>(26,841)</b>	<b>(28,337)</b>	<b>(33,390)</b>

Wastewater Department														
	YTD										YTD			
2024	12/31/2024	Dec 2024	Nov 2024	Oct 2024	Sept 2024	Aug 2024	Jul 2024	Jun 2024	May 2024	Apr 2024	3/31/2024	Mar 2024	Feb 2024	Jan 2024
Total Operating Rev	218,837	0	0	0	0	0	0	0	0	0	218,837	72,810	72,997	73,030
Total Other Rev	3,492	0	0	0	0	0	0	0	0	0	3,492	1,004	1,555	934
Total Non Operating Rev	16,391	0	0	0	0	0	0	0	0	0	16,391	9,447	1,388	5,556
<b>TOTAL REVENUE</b>	<b>238,720</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>238,720</b>	<b>83,261</b>	<b>75,940</b>	<b>79,520</b>
Total Operating Exp	(80,671)	0	0	0	0	0	0	0	0	0	(80,671)	(26,552)	(22,388)	(31,731)
Total Admin & Gen Exp	(54,456)	0	0	0	0	0	0	0	0	0	(54,456)	(20,983)	(18,027)	(15,446)
Total Depreciation Exp	(70,119)	0	0	0	0	0	0	0	0	0	(70,119)	(23,373)	(23,373)	(23,373)
Total Non Operating Exp	(1,045)	0	0	0	0	0	0	0	0	0	(1,045)	(348)	(348)	(348)
<b>TOTAL EXPENSES</b>	<b>(206,291)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(206,291)</b>	<b>(71,257)</b>	<b>(64,136)</b>	<b>(70,899)</b>
<b>NET INCOME</b>	<b>32,429</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32,429</b>	<b>12,005</b>	<b>11,803</b>	<b>8,621</b>
less P&I Payment Accrual	108,750										108,750	36,250	36,250	36,250
<b>Adjusted Net Income</b>	<b>(76,321)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(76,321)</b>	<b>(24,245)</b>	<b>(24,447)</b>	<b>(27,629)</b>
2023	YTD	Dec 2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	Apr 2023	YTD	Mar 2023	Feb 2023	Jan 2023
	12/31/2023										3/31/2023			
Total Operating Rev	895,422	74,047	73,860	75,360	76,517	75,902	79,168	74,844	73,846	72,944	218,933	72,086	73,012	73,835
Total Other Rev	16,077	766	768	931	1,220	1,097	944	1,487	2,203	2,256	4,404	763	1,439	2,203
Total Non Operating Rev	53,205	9,244	1,277	5,380	9,897	1,487	5,650	1,370	1,379	15,069	2,454	1,418	1,208	(172)
<b>TOTAL REVENUE</b>	<b>964,705</b>	<b>84,057</b>	<b>75,904</b>	<b>81,671</b>	<b>87,635</b>	<b>78,487</b>	<b>85,762</b>	<b>77,702</b>	<b>77,428</b>	<b>90,269</b>	<b>225,791</b>	<b>74,267</b>	<b>75,658</b>	<b>75,866</b>
Total Operating Exp	(252,987)	(20,933)	(18,217)	(30,337)	(18,154)	(22,039)	(30,200)	(16,135)	(21,444)	(20,111)	(55,416)	(17,774)	(17,954)	(19,688)
Total Admin & General Exp	(208,418)	(15,893)	(11,690)	(13,496)	(16,720)	(16,030)	(15,350)	(14,199)	(33,833)	(16,264)	(54,943)	(21,042)	(16,474)	(17,427)
Total Depreciation Exp	(279,527)	(23,378)	(23,373)	(23,373)	(23,373)	(23,373)	(23,349)	(19,591)	(23,943)	(23,943)	(71,829)	(23,943)	(23,943)	(23,943)
Total Non Operating Exp	(5,945)	14	(530)	(530)	(570)	(530)	(530)	(530)	(530)	(530)	(1,682)	(623)	(530)	(530)
<b>TOTAL EXPENSES</b>	<b>(746,877)</b>	<b>(60,190)</b>	<b>(53,810)</b>	<b>(67,736)</b>	<b>(58,817)</b>	<b>(61,972)</b>	<b>(69,429)</b>	<b>(50,455)</b>	<b>(79,750)</b>	<b>(60,847)</b>	<b>(183,871)</b>	<b>(63,382)</b>	<b>(58,901)</b>	<b>(61,587)</b>
<b>NET INCOME</b>	<b>217,828</b>	<b>23,866</b>	<b>22,094</b>	<b>13,936</b>	<b>28,818</b>	<b>16,515</b>	<b>16,333</b>	<b>27,247</b>	<b>(2,321)</b>	<b>29,421</b>	<b>41,921</b>	<b>10,884</b>	<b>16,757</b>	<b>14,279</b>
less P&I Payment Accrual	390,000	21,250	21,250	21,250	32,010	36,780	36,780	36,780	36,780	36,780	110,340	36,780	36,780	36,780
<b>Adjusted Net Income</b>	<b>(172,172)</b>	<b>2,616</b>	<b>844</b>	<b>(7,314)</b>	<b>(3,192)</b>	<b>(20,265)</b>	<b>(20,447)</b>	<b>(9,533)</b>	<b>(39,101)</b>	<b>(7,359)</b>	<b>(68,419)</b>	<b>(25,896)</b>	<b>(20,023)</b>	<b>(22,501)</b>

Garbage Department														
	YTD										YTD			
2024	12/31/2024	Dec 2024	Nov 2024	Oct 2024	Sept 2024	Aug 2024	Jul 2024	Jun 2024	May 2024	Apr 2024	3/31/2024	Mar 2024	Feb 2024	Jan 2024
Total Operating Rev	59,365	0	0	0	0	0	0	0	0	0	59,365	19,759	19,818	19,788
Total Other Revenue	4,902	0	0	0	0	0	0	0	0	0	4,902	2,092	1,538	1,272
Total Non Operating Rev	-	0	0	0	0	0	0	0	0	0	-	0	0	0
<b>TOTAL REVENUE</b>	<b>64,267</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>64,267</b>	<b>21,851</b>	<b>21,356</b>	<b>21,061</b>
Total Operating Exp	(68,616)		0	0	0	0	0	0	0	0	(68,616)	(21,897)	(25,750)	(20,969)
Total Admin & Gen Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Depreciation Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non Operating Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL EXPENSES</b>	<b>(68,616)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(68,616)</b>	<b>(21,897)</b>	<b>(25,750)</b>	<b>(20,969)</b>
<b>NET INCOME</b>	<b>(4,349)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(4,349)</b>	<b>(46)</b>	<b>(4,394)</b>	<b>91</b>
less Principal Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Adjusted Net Income</b>	<b>(4,349)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(4,349)</b>	<b>(46)</b>	<b>(4,394)</b>	<b>91</b>
2023	YTD										YTD			
	12/31/2023	Dec 2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	Apr 2023	3/31/2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	238,295	19,761	19,796	19,868	19,881	19,933	19,882	19,892	19,928	19,889	59,464	19,830	19,769	19,866
Total Other Revenue	18,061	1,303	1,735	1,630	1,476	1,670	1,643	1,476	1,425	1,315	4,389	1,550	1,335	1,504
Total Non Operating Rev	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL REVENUE</b>	<b>256,356</b>	<b>21,063</b>	<b>21,531</b>	<b>21,498</b>	<b>21,357</b>	<b>21,602</b>	<b>21,525</b>	<b>21,368</b>	<b>21,353</b>	<b>21,204</b>	<b>63,854</b>	<b>21,379</b>	<b>21,104</b>	<b>21,371</b>
Total Operating Exp	(251,813)	(20,933)	(21,373)	(20,746)	(21,212)	(20,822)	(21,395)	(20,695)	(21,186)	(20,587)	(62,863)	(20,785)	(20,952)	(21,126)
Total Admin & Gen Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Depreciation Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non Operating Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL EXPENSES</b>	<b>(251,813)</b>	<b>(20,933)</b>	<b>(21,373)</b>	<b>(20,746)</b>	<b>(21,212)</b>	<b>(20,822)</b>	<b>(21,395)</b>	<b>(20,695)</b>	<b>(21,186)</b>	<b>(20,587)</b>	<b>(62,863)</b>	<b>(20,785)</b>	<b>(20,952)</b>	<b>(21,126)</b>
<b>NET INCOME</b>	<b>4,543</b>	<b>131</b>	<b>157</b>	<b>752</b>	<b>145</b>	<b>780</b>	<b>130</b>	<b>673</b>	<b>167</b>	<b>617</b>	<b>991</b>	<b>594</b>	<b>151</b>	<b>245</b>
less Principal Payment										0	0	0	0	0
<b>Adjusted Net Income</b>	<b>4,543</b>	<b>131</b>	<b>157</b>	<b>752</b>	<b>145</b>	<b>780</b>	<b>130</b>	<b>673</b>	<b>167</b>	<b>617</b>	<b>991</b>	<b>594</b>	<b>151</b>	<b>245</b>

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

Auburn State Bank (Checking Acct) (1)

March 31, 2024

Account: 1010202

Bank Account Number: 191494

Bank Statement Balance:	4,222,307.68	Book Balance Previous Month:	4,027,457.94
Outstanding Deposits:	3,028.56	Total Receipts:	786,225.97
Outstanding Checks:	41,877.48	Total Disbursements:	627,698.91
Bank Adjustments:	2,526.24	Book Adjustments:	.00
Bank Balance:	4,185,985.00	Book Balance:	4,185,985.00
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
1200	97.59	1202	442.49	1203	948.96	1204	314.56
1205	388.12	1206	836.84				
Grand Totals:							3,028.56

Deposits cleared: 59 items      Deposits Outstanding: 6 items

Outstanding Checks Section

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1	12.16	1006	250.00	47733	32.55	48253	149.11
48329	130.72	48403	149.61	48560	169.18	48866	129.70
48984	82.95	48999	5.08	49000	5.34	49001	13.66
49006	5.48	49011	6.09	49013	6.91	49017	11.93
49018	6.52	49019	91.20	49020	8.07	49021	11.43
49022	7.26	49025	6.12	49029	8.22	49031	7.38
49033	6.76	49034	7.88	49037	11.07	49038	5.23
49039	9.65	49042	14.68	49043	7.41	49044	11.76
49045	16.32	49047	8.26	49048	5.22	49049	5.98
49051	5.25	49052	15.33	49055	165.58	49056	5.04
49060	12.33	49061	7.44	49062	16.09	49066	5.26
49069	15.15	49072	5.24	49074	13.39	49080	153.36
49085	192.00	49087	55.00	49106	1,050.00	49110	57.34
49119	1,500.00	49120	22.83	49124	5,708.89	49130	4,000.00
49140	55.01	49141	40.25	49142	169.17	32924101	6,519.20
32924106	18,962.06	32924107	1,709.38				
Grand Totals:							41,877.48

Checks cleared: 118 items      Checks Outstanding: 62 items

Bank Adjustments Section

Description	Amount	Description	Amount
o/s Mid American Benefit	1,451.58	o/s Mutual of Omaha	374.26

---

<u>Description</u>	<u>Amount</u>	<u>Description</u>	<u>Amount</u>
o/s UPS	700.40		
Grand Totals:			<u><u>2,526.24</u></u>

Book Adjustments Section

Auburn State Bank-DESIGNATED FUNDS (MMG) (2)

March 31, 2024

Account: 1010204

Bank Account Number: 457285

Bank Statement Balance:	1,083,112.48	Book Balance Previous Month:	1,082,061.13
Outstanding Deposits:	.00	Total Receipts:	1,051.35
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	1,083,112.48	Book Balance:	1,083,112.48
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposits cleared: 1 items                      Deposits Outstanding: 0 items

Checks cleared: 0 items                      Checks Outstanding: 0 items

Bank Adjustments Section

Book Adjustments Section

ASB-CUSTOMER DEPOSITS (SNOW) (3)

March 31, 2024

Account: No statement found!

Bank Account Number:

Bank Statement Balance:

Outstanding Deposits:

Outstanding Checks:

Bank Adjustments:

Bank Balance:

Book Balance Previous Month:

Total Receipts:

Total Disbursements:

Book Adjustments:

Book Balance:

Proof (Bank balance less book balance):

---



Auburn State Bank Infrastructure Improvements (Checking) (4)

March 31, 2024

Account: No statement found!

Bank Account Number:

Bank Statement Balance:

Outstanding Deposits:

Outstanding Checks:

Bank Adjustments:

Bank Balance:

Book Balance Previous Month:

Total Receipts:

Total Disbursements:

Book Adjustments:

Book Balance:

Proof (Bank balance less book balance):

---

ASB Flexible Spending Account () (260)

March 31, 2024

Account: 1010214

Bank Account Number:

Bank Statement Balance:	12,193.20	Book Balance Previous Month:	12,525.13
Outstanding Deposits:	.00	Total Receipts:	.00
Outstanding Checks:	.00	Total Disbursements:	331.93
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	12,193.20	Book Balance:	12,193.20
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposits cleared: 0 items                      Deposits Outstanding: 0 items

Checks cleared: 4 items                      Checks Outstanding: 0 items

Bank Adjustments Section

Book Adjustments Section

Xpress Deposit Account () (336)  
March 31, 2024

Account: No statement found!

Bank Account Number:

Bank Statement Balance:

Outstanding Deposits:

Outstanding Checks:

Bank Adjustments:

Bank Balance:

Book Balance Previous Month:

Total Receipts:

Total Disbursements:

Book Adjustments:

Book Balance:

Proof (Bank balance less book balance):

---

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

Auburn State Bank-DESIGNATED FUNDS (MMG) (2)

March 31, 2024

Account: 1010204

Bank Account Number: 457285

Bank Statement Balance:	1,083,112.48	Book Balance Previous Month:	1,082,061.13
Outstanding Deposits:	.00	Total Receipts:	1,051.35
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	1,083,112.48	Book Balance:	1,083,112.48
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposits cleared: 1 items                      Deposits Outstanding: 0 items

Checks cleared: 0 items                      Checks Outstanding: 0 items

Bank Adjustments Section

Book Adjustments Section

**CD - INVESTMENTS - March 2024**

GL	ISSUED/ RENEWED DATE	MATURITY DATE	NUM.	TERM	INT.	RATE	OWNER	BANK	ORIGINAL\$	CURRENT\$
<b>ELECTRIC DEPARTMENT</b>										
1200	09/18/23	09/18/24	20089	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	489,675.41	502,077.43
1200	09/18/23	09/18/24	20091	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	519,014.43	532,159.51
1200	09/18/23	09/18/24	20093	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	879,294.07	901,563.96
1200	09/18/23	09/18/24	20097	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	654,331.37	670,903.63
1200	09/18/23	09/18/24	20098	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	519,014.43	532,159.51
1200	01/06/23	07/06/24	25513	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	731,965.61	759,801.65
1200	01/06/23	07/06/24	25514	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	584,556.69	606,786.91
1200	01/06/23	07/06/24	25515	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	584,556.92	606,787.15
1200	03/16/23	03/20/25	20442	12 MO	CMPQ	4.86%	Capitol Reserves	ASB	207,421.48	207,421.48
1200	10/31/23	10/31/24	20133	12 MO	CMPQ	5.50%	Capitol Reserves	ASB	636,571.35	645,212.11
1200	05/26/23	05/26/24	972680	12 MO	CMPQ	4.52%	Capitol Reserves	UBT	536,138.08	554,378.77
<b>TOTAL ELECTRIC INVESTMENTS</b>										<b>\$6,519,252.11</b>

<b>WATER DEPARTMENT</b>										
1200	09/18/23	09/18/24	20092	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	248,078.80	254,361.90
1200	7/7/2023	7/7/2024	25789	12 MO	CMPQ	4.65%	Capitol Reserves	ASB	222,528.62	227,685.39
1200	5/26/2023	5/26/2024	972687	12 MO	CMPQ	4.52%	Capitol Reserves	UBT	280,622.56	290,171.63
<b>TOTAL WATER INVESTMENTS</b>										<b>\$772,218.92</b>

<b>SEWER DEPARTMENT</b>										
1200	09/18/23	09/18/24	20094	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	536,331.20	549,914.87
1200	09/18/23	09/18/24	20095	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	84,324.87	86,460.57
1200	01/06/23	07/06/24	25516	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	422,276.54	438,335.37
<b>TOTAL W.W. INVESTMENTS</b>										<b>\$1,074,710.81</b>

**TOTAL INVESTMENTS** \$8,366,181.84

CMPQ = compound quarterly  
 CMPSA = compound semi-annually  
 CMPA = compound annually

PLEDGING ANALYSIS						
Auburn State Bank - March 2024 Pledge Analysis						
PLEDGE#	ISSUE DATE	ORIGINAL AMOUNT	MATURITY	SECURITY PLEDGED	RATING-SP/Moodys	3/31/2024
91282CCE9	03/28/22	\$ 2,000,000.00	05/31/28	UNITED STATES TREASURY	NR	\$ 1,768,046.88
3140J2QH2	10/26/23	\$ 500,000.00	12/01/30	FNMA MBS BL9455	NR	\$ 404,448.08
912828Z94	07/18/22	\$ 500,000.00	02/15/30	UNITED STATES TREASURY	NR	\$ 428,886.72
91282CBL4	08/16/23	\$ 450,000.00	02/15/31	UNITED STATES TREASURY	NR	\$ 368,015.63
91282CBS9	08/17/22	\$ 500,000.00	03/01/28	UNITED STATES TREASURY	NR	\$ 443,984.38
112128KN2	12/19/17	\$ 130,000.00	12/15/29	BROKEN BOW NEB GO	NR	\$ 119,610.40
31395WHN0	07/01/05	\$ 1,330,000.00	07/15/25	FHLMC REMIC SERIES 3005 ED	NR	\$ 13,944.76
3137H5FZ5	04/25/23	\$ 500,000.00	11/25/30	FHLMC REMIC Series K-J37	NR	\$ 440,015.90
3137FL2Q6	04/20/20	\$ 2,000,000.00	01/25/26	FHLMC REMIC SERIES K-F58	NR	\$ 528,251.96
3137FL7L2	03/28/19	\$ 1,300,000.00	02/25/26	FHLMC REMIC SERIES K-F60	NR	\$ 349,499.49
3137FMCW0	08/07/19	\$ 2,000,000.00	05/25/29	FHMS KF63 A	NR	\$ 1,043,130.98
3140LANP6	01/01/21	\$ 500,000.00	01/01/31	FNMA MBS BLLN MULTI 7+	NR	\$ 400,265.44
3140LE6E2	09/20/22	\$ 500,000.00	12/01/27	FNMA MBS 2ND LIEN MULT	NR	\$ 453,565.88
3140LBB85	12/21/23	\$ 500,000.00	02/01/36	FNMA MBS BLLN MULTI 7+	NR	\$ 356,410.22
3136AYEX7	09/01/17	\$ 500,000.00	09/25/35	FNMA REMIC TRUST 2017-83	NR	\$ 119,867.31
3136BLET3	09/18/23	\$ 500,000.00	12/25/46	FNR 2022-3EA	NR	\$ 349,656.99
564386TG5	02/20/24	\$ 595,000.00	02/15/31	MANSFIELD TEX INDPT SCH DIST	NR	\$ 494,189.15
187857GD3	11/27/23	\$ 900,000.00	04/01/40	CLINTON-MACOMB MI PUB LIBR	NR	\$ 782,775.00
3617LUUA4	06/27/22	\$ 1,100,000.00	02/20/70	GNMA HMBS	NR	\$ 332,176.50
38376RB70	04/09/20	\$ 1,150,000.00	10/20/66	GNMA REMIC TRUST 2016-H23	NR	\$ 483,978.87
38378BA74	08/01/12	\$ 875,000.00	11/16/51	GNMA REMIC TRUST 2012-100 AC	NR	\$ 184,854.13
414108KB5	05/15/20	\$ 375,000.00	08/15/36	HARRIS CO TX FRESH WTR SUPP	NR	\$ 302,377.50
64044XCH2	05/15/19	\$ 290,000.00	12/15/29	NEMAHA. CO NE SCH DIST LTD TAX	NR	\$ 281,044.80
803770WZ5	01/19/23	\$ 1,000,000.00	12/15/43	SARPY COUNTY NEB SCH DIST NO 037	NR	\$ 1,002,740.00
83165BBH4	03/01/19	\$ 1,000,000.00	08/25/28	SBA PC VAR QTRLY ADJ	NR	\$ 254,074.25
83165BBN1	04/18/19	\$ 1,000,000.00	07/25/29	SBA POOL VARIABLE RATE	NR	\$ 328,349.03
78443VAG7	01/25/07	\$ 1,000,000.00	01/25/42	SLM STUDENT LOAN TR 2007-1	NR	\$ 649,162.17
78443FAF4	07/19/07	\$ 1,000,000.00	01/25/43	SLM STUDENT LOAN TR 2007-5	NR	\$ 452,210.92
878867AF7	04/15/20	\$ 600,000.00	11/01/34	TECUMSEH NE RFD BDS	NR	\$ 549,522.00
<b>BOOK VALUE</b>		<b>\$24,595,000.00</b>			<b>MKT. VALUE</b>	<b>\$13,685,055.34</b>

**PLEDGING ANALYSIS (cont.)**

<b>AUBURN STATE BANK BALANCES - March 2024</b>	
Flexible Spending #443450	\$12,193.20
MMG # 457285 (T/D,Ins.,Rev.)	\$1,083,112.48
MMG #191494 E,W,WW Rev.	\$3,909,415.48
SNA #191460 E,W,WW Rev.	\$312,892.20
	<b>\$5,317,613.36</b>

<b>Auburn State Bank C.D.'s -March 2024</b>	
20089	\$502,077.43
20091	\$532,159.51
20093	\$901,563.96
20097	\$670,903.63
20098	\$532,159.51
25513	\$759,801.65
25514	\$606,786.91
25515	\$606,787.15
20442	\$207,421.48
20133	\$645,212.11
20092	\$254,361.90
25789	\$227,685.39
20094	\$549,914.87
20095	\$86,460.57
25516	\$438,335.37
	<b>\$7,521,631.44</b>

<b>Bank/CDs Total</b>	<b>\$12,839,244.80</b>
-----------------------	------------------------

<b>RECAP:</b>	<b>Original Pledge</b>	<b>Market Value</b>
F.D.I.C.	\$250,000.00	\$250,000.00
Pledges	\$24,595,000.00	\$13,685,055.34
Sub-total	\$24,845,000.00	\$13,935,055.34
Bank/CDx1.05	\$13,481,207.04	\$13,481,207.04
Difference	<b>\$11,363,792.96</b>	<b>\$453,848.30</b>

Need additional pledge in the amount of = \$00.00

\*\* Transition of CD's from UBT to ASB

<b>Proof</b>	
<b>CD Totals All Institutions</b>	<b>\$8,366,181.84</b>

<b>Union Bank &amp; Trust Company - March 2024 Pledge Analysis</b>						
<b>PLEDGE #</b>	<b>ISSUE DATE</b>	<b>AMOUNT</b>	<b>MATURITY</b>	<b>SECURITY PLEDGED</b>	<b>RATING-SP/Moodys</b>	<b>3/31/2024</b>
91282CCZ2	11/17/21	310,000.00	9/30/2026	UNITED STATES TREASURY NOTE		\$283,795.39
38381WT99	09/05/19	146,416.28	07/20/49	US TREASURER BILL	AAA	\$137,745.27
36179YAT1	12/27/23	1,000,000.00		GNMA PASS THRU POOL #MA9018M		\$972,444.57
	<b>BOOK VALUE</b>	<b>\$1,456,416.28</b>			<b>MKT. VALUE</b>	<b>\$1,393,985.23</b>

<b>BANK BALANCES - March 2024</b>	
	<b>\$5,317,613.36</b>

<b>Union Bank C.D.'s - March 2024</b>	
972680	\$554,378.77
972687	290,171.63
<b>TOTAL</b>	<b>\$844,550.40</b>

<b>Bank/CDs Total</b>	<b>\$844,550.40</b> ✓
-----------------------	-----------------------

<b>RECAP:</b>	<b>Original Pledge</b>	<b>Market Value</b>
F.D.I.C.	\$250,000.00	\$250,000.00
Pledges	\$1,456,416.28	\$1,393,985.23
Sub-total	\$1,706,416.28	\$1,643,985.23
Bank/CDx1.05	\$886,777.92	\$886,777.92
Difference	<b>\$819,638.36</b>	<b>\$757,207.31</b>

Need additional pledge in the amount of = \$0.00



<b>INTEREST ALLOCATION</b>								
<b>AUBURN STATE BANK RECONCILIATION - Through 03/31/2024</b>								
		<b>Prior Months balance #457285 \$1,082,061.13</b>	<b>Allocation</b>		<b>Deposits/ Transfers</b>	<b>Increase/ Decrease in Designated Funds</b>	<b>Checks/ Transfers/ Adjustments</b>	<b>Ending Balance #457285 \$1,083,112.48</b>
E.Prev.Bal.		\$825,556.16	<b>76.3%</b>					
\$802.13		\$802.13						
<b>E. REV.%</b>	<b>76.3%</b>	\$825,556.16	100.0%	interest	\$802.13		\$0.01	<b>\$826,358.25</b>
				rounding	-\$0.05		\$0.00	
		\$825,556.16	100.0%			802.08		
		\$0.00						<b>\$826,358.25</b>
W Prev. Bal.		\$160,437.89	<b>14.83%</b>				\$0.00	
\$155.92		\$155.92						
<b>W. REV.%</b>	<b>14.83%</b>	\$160,437.89	100.0%	interest	\$155.92			<b>\$160,593.81</b>
				rounding				
		\$160,437.89	100.00%			155.92		
		\$0.00						<b>\$160,593.81</b>
WW.Prev.Bal.		\$96,067.07	<b>8.88%</b>				\$0.00	
\$93.36		\$93.36		rounding				
<b>WW. REV%</b>	<b>8.88%</b>	\$96,067.07	100.0%	interest	\$93.36			<b>\$96,160.42</b>
		\$96,067.07	100.00%			93.36		
		\$0.00	100.00%					<b>\$96,160.42</b>
Interest =	<b>1,051.35</b>	<b>\$1,082,061.13</b> v			<b>\$1,051.35</b>	<b>1,051.35</b>		<b>\$1,083,112.47</b>
** adjusted for rounding								
						INTEREST		\$802.08
						INTEREST		155.92
						INTEREST		\$93.36
Total Interest								<b>1,051.35</b>

**2024 Interest**

**2023 Interest**

Dec	
Nov	
Oct	
Sept	
Aug	
Jul	
June	
May	
Apr	
Mar	5,066.74
Feb	4,539.93
Jan	4,728.42
<b>14,335.09 YTD Interest</b>	

Dec	4,686.84
Nov	4,257.76
Oct	4,384.17
Sept	4,725.66
Aug	4,857.48
Jul	4,657.09
Jun	3,951.13
May	3,997.88
Apr	3,919.32
Mar	3,863.84
Feb	3,333.27
Jan	3,640.79
<b>45,588.39 YTD Interest</b>	

Report Criteria:  
Report type: Summary

Check Issue Date	Check Number	Payee	Description	Amount
04/17/2024	49143	AKRS Equipment Solutions Inc.	HAND GUARD & FLYWHEEL BG/SH FOR CHAIN SAW	110.77
04/17/2024	49144	American Recycling & Sanitation	2YD CONTAINER WEEK SERVICE	21,048.93
04/17/2024	49145	B 103	COOP AD	152.00
04/17/2024	49146	Blackburn Manufacturing	Krylon Marking Wand 34" - 7096	1,318.12
04/17/2024	49147	Board Of Public Works	NORTH WELL FIELD	18,699.85
04/17/2024	49148	Bulldog Auto Supply	OIL, FUEL, FLUID FILTERS	877.75
04/17/2024	49149	Capital Business Systems, Inc	RICOH COPIER	374.35
04/17/2024	49150	Capital One Spark Business	KELLER METAL TUBE	4,255.96
04/17/2024	49151	Carpenter Paper Company	T-Shirt Rags 50# Box	119.28
04/17/2024	49152	Caselle Inc	CONTRACT SUPPORT	1,940.00
04/17/2024	49153	City of Auburn	FRANCHISE FEE	6,720.00
04/17/2024	49154	Concrete Industries Inc	SCREENED LIMESTONE BULK	67.20
04/17/2024	49155	County Publications	HOLIDAY HOURS AD	612.80
04/17/2024	49156	Credit Information Services	CREDIT CHECKS	40.35
04/17/2024	49157	DHHS State of Nebraska	CBOD NH3, TKN TSS	208.00
04/17/2024	49158	Dutton-Lainson Company	PWR-0039-001 Charge Block 5V 1 AMP Micro USB Port	55.42
04/17/2024	49159	Eggers Brothers Inc	BALL BEARINGS FOR TRENCHER	242.52
04/17/2024	49160	Frontier Cooperative	18-3-7 DIMENSION	1,251.90
04/17/2024	49161	Glenn's Corner Market	AAA BATTERIES	149.82
04/17/2024	49162	Grainger Inc	Grainger refund - Cash receipted correction Feb 2024	47.71
04/17/2024	49163	Green Care Lawn Service	LAWN CARE	380.00
04/17/2024	49164	Hach Chemical Company	PAN IND SOLN .1%	540.88
04/17/2024	49165	Hamilton Associates PC	YEAR END AUDIT	14,680.00
04/17/2024	49166	Harbor Freight Commercial Account	ROLL CAB & TOP CHEST TOOL BOXES	1,288.87
04/17/2024	49167	Hawkins Inc	CHLORINE CYLINDERS	30.00
04/17/2024	49168	HDR Engineering Inc	PROFESSIONAL SERVICES 1/28-2/24/24	2,340.86
04/17/2024	49169	HireRight Solutions LLC	BACKGROUND CHECK	139.95
04/17/2024	49170	Hotsy Equipment Co. / A NE Corp	PRESSURE WASHER M-795	6,118.43
04/17/2024	49171	Husker Electric	Concast Fibercrete Box Pad 15x50 - FC-54-74-20-1550(6)	2,074.62
04/17/2024	49172	Jackson Services Inc.	MATS	1,948.04
04/17/2024	49173	Johnny's Tire & Battery	TIRE REPAIR UNIT 6	60.00
04/17/2024	49174	Kansas Municipal Utilities	APPRENTICESHIP PROGRAM- WORTHEY	300.00
04/17/2024	49175	Lawson Products Inc	85678A - Tuff-Grit Abrasive Cloth Utility Roll 1-1/2"W 20 Yards	115.94
04/17/2024	49176	Lincoln Winwater	ELBOW - STREET 90 3/4 IN BRASS	910.58
04/17/2024	49177	Lynch's Hardware & Gifts	RAIN GAUGE	36.15
04/17/2024	49178	McMaster-Carr Supply Company	3842K11 - Max Ind Vib Res Pressure Gauge 0-5,000 PSI	264.68
04/17/2024	49179	Metron-Farnier LLC	CELL 1 YR SERVICE PLAN	9,011.22
04/17/2024	49180	Morrissey, Teresa	CLEANING	632.00
04/17/2024	49181	Needles I Upholstery & Carpet	COVERALL REPAIR	26.63
04/17/2024	49182	Nemaha County Sheriffs Office	BREATH TEST	25.00
04/17/2024	49183	NMC Exchange LLC	SKID STEER	4,650.00
04/17/2024	49184	Omaha Door & Window	SERVICE CENTER PREVENTIVE MAINTENANCE (7 DOOR	692.56
04/17/2024	49185	Peaker Services Inc.	Dynalco Catalyst Monitor	3,691.26
04/17/2024	49186	Petty Cash	SUPPLIES UNIT 2	454.50
04/17/2024	49187	Pieters Construction Inc.	CRESTVIEW SEWER LINE REPAIR	13,150.00
04/17/2024	49188	Pinpoint Auburn, Inc	PHONE SERVICE 4/01/2024-4/30/2024	433.08
04/17/2024	49189	PIP Marketing Signs & Print	DELINQUENT NOTICE	4,761.55
04/17/2024	49190	Quill LLC	COPY PAPER 8-1/2 X 11	73.46
04/17/2024	49191	RESCO	TRANSFORMER - 25 KVA PAD 7200 120/240	33,867.00
04/17/2024	49192	Sack Lumber Company	PAINT SUPPLIES	796.91
04/17/2024	49193	SECUR-SERV	BACKUP MANAGEMENT	13,644.76
04/17/2024	49194	US Cellular	MONTHLY SERVICE CHG - 3/10/2024-4/09/2024	863.82
04/17/2024	49195	USA Blue Book	WaterPilot FMX21 Level Transmitter 30' Cable - Endress & H	1,271.98
04/17/2024	49196	Village of Brownville	WASTE WATER	11,288.58
04/17/2024	49197	Village Of Johnson	FRANCHISE FEE	4,830.64

Check Issue Date	Check Number	Payee	Description	Amount
04/17/2024	49198	Village of Nemaha	GARBAGE	6,079.80
04/17/2024	49199	Water Engineering Inc	MONTHLY AGREEMENT	432.11
04/17/2024	49200	Wesco Distribution Inc	FUSE - S & C FITALL 25 AMP	167.74
04/17/2024	49201	Western Area Power Administration	ENERGY- MAR 2024	28,956.14
04/17/2024	49202	Zoro Tools Inc	SAFETY GLASSES - DARK LENS	259.14
04/17/2024	49212	One Call Concepts Inc	LOCATES	227.81
Grand Totals:				<u>229,809.42</u>

Report Criteria:  
Report type: Summary

Check Number	Check Issue Date	Payee	Amount
49203	04/17/2024	Catholic Social Services	196.59
49204	04/17/2024	Frump, Taylor Lee	99.73
49205	04/17/2024	Martin, Jessica	293.47
49206	04/17/2024	McCracken, Vonda	44.57
49207	04/17/2024	Mott, Mikelle	228.22
49208	04/17/2024	Murphy, Hunter	136.59
49209	04/17/2024	Paris, Jenny	74.85
49210	04/17/2024	Smith, Brianna	188.05
49211	04/17/2024	Williamson, Karen	43.92
49213	04/17/2024	CrownPoint Management & Development	25.52
49214	04/17/2024	State of NE-DHHS	41.85
49215	04/17/2024	Topsmead Midwest LLC	5.79
Grand Totals:			<u>1,379.15</u>

Checks Written Need Ratified	
AFLAC	271.16
Ameritas	6,519.20
ASB	400.00
Assurity	102.79
BCBS	18,962.06
Black Hills Energy	127.80
NSF Checks	648.91
Chase Paymentech	1,970.74
DIRECT DEPOSIT TOTAL	50,090.33
Guardian Life	1,721.54
IBEW 1536	708.50
IRS	18,742.92
Mid-American Benefits Inc	5,033.46
Mutual of Omaha	374.26
NDOR W/H	7,184.98
NE Department of Revenue	28,897.79
NPPD	179,956.35
Quadient	200.00
Southwest Power Pool	35,249.23
The Principal Group	1,552.31
Verizon Wireless	142.78
WEX Fleet Universal	2,793.98
Windstream	166.18
Xpress Bill Pay	608.12
	<u>362,425.39</u>

Claims by Fund	
Electric	99,647.82
Water	31,058.47
Wastewater	67,587.58
Garbage	20,953.75
Villages	11,940.95
	<u>231,188.57</u>

**April Claims Transfer Request - ASB Money Market to Checking**

Vendor Claims		231,188.60	<b>Prior Month ACH Claims</b>	<b>362,425.39</b>
Prior Month ACH Claims		362,425.39	AFLAC	271.16
Payroll		100,000.00	Ameritas	6,519.20
	Payments	<u>693,613.99</u>	ASB	400.00
			Assurity	102.79
			BCBS	18,962.06
			Black Hills Energy	127.80
			NSF Checks	648.91
Bank Balance Checking	3/31/2024	312,892.20	Chase Paymentech	1,970.74
O/S Checks & ACH		43,703.32	DIRECT DEPOSIT TOTAL	50,090.33
O/S Deposits - 191460		3,028.56	Guardian Life	1,721.54
		<u>272,217.44</u>	IBEW 1536	708.50
			IRS	18,742.92
Payments - Balance		(421,396.55)	Mid-American Benefits Inc	5,033.46
			Mutual of Omaha	374.26
Operational Transfer Request		506,000.00	NDOR W/H	7,184.98
			NE Department of Revenue	28,897.79
Estimated Ending Balance		84,603.45	NPPD	179,956.35
			Quadient	200.00
			Southwest Power Pool	35,249.23
			The Principal Group	1,552.31
			Verizon Wireless	142.78
			WEX Fleet Universal	2,793.98
			Windstream	166.18
			Xpress Bill Pay	608.12



**Cost of Unbilled  
Services Provided to the City of Auburn  
2024**

Month	Labor	Equipment	Materials	Street Lights	
				Utility Bill	Total
January	7,555.56	2,300.00	-986.35	2,389.87	11,259.08
February	1,932.60	735.00	874.61	2,344.56	5,886.77
March	7,710.91	3,005.00	0.00	1,893.73	12,609.64
April					0.00
May					0.00
June					0.00
July					0.00
August					0.00
September					0.00
October					0.00
November					0.00
December					0.00
<b>Grand Totals</b>	<b>\$17,199.07</b>	<b>\$6,040.00</b>	<b>-\$111.74</b>	<b>\$6,628.16</b>	<b>\$29,755.49</b>

Activity Code	Activity Description	Task Number	Task Title	Date	Hours
	Total Activity: 100 Regular:				2,840.00
	Total Activity: 200 Overtime:				116.00
	Total Activity: 300 Vacation:				314.15
	Total Activity: 401 Sick:				250.75
	Total Activity: 701 Holiday:				192.00
	Total Activity: 703 Holiday-Double:				6.00
	Total Activity: 810 Peru - Regular:				8.00
	Total Activity: 811 Peru - Overtime:				10.00
	Total Activity: 812 Nemaha - Regular:				9.50
	Total Activity: 817 Peru - Holiday-Double:				6.00
	Total Activity: 827 Peru - CTE:				12.00
	Total Activity: 901 Comp Time Used:				29.60
	Total Activity: 902 Comp Time Earned:				8.50
	Total Activity: 903 Holiday Double CTE:				2.00
	Grand Totals:				<u>3,804.50</u>

**Village of Brownville  
2024 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Labor for Billing	250.00	250.00	250.00										750.00
Billing Charge per Bill	58.00	58.00	58.00										174.00
Verizon SCADA													0.00
Shipping Samples													0.00
Mileage		13.67											13.67
Materials													0.00
Credit													0.00
Water Meters													0.00
Meals													0.00
Labor - Electric REG													0.00
Labor - Elec OT													0.00
Labor- Water REG		50.00											50.00
Labor- WW REG													0.00
Labor- Admin REG													0.00
Labor - Water OT													0.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment													0.00
<b>Monthly Totals</b>	<b>308.00</b>	<b>371.67</b>	<b>308.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>987.67</b>

**Village of Johnson  
2024 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Shipping Samples													0.00
Mileage		32.16	26.80										58.96
Materials													0.00
Water Meters													0.00
Meals													0.00
Labor - Electric REG		175.00											175.00
Labor- Water REG													0.00
Labor- WW REG			75.00										75.00
Labor- Admin REG													0.00
Labor - Water OT													0.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment		350.00	150.00										500.00
<b>Monthly Totals</b>	<b>0.00</b>	<b>557.16</b>	<b>251.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>808.96</b>

**Village of Nemaha  
2024 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Labor for Billing	200.00	200.00	200.00										600.00
Billing Charge per Bill	50.00	50.00	50.00										150.00
Verizon SCADA	40.01	40.01	40.01										120.03
Shipping Samples	12.36	37.17											49.53
Mileage	130.32	149.75	145.59										425.66
Materials		17.03											17.03
Water Meters		347.08	86.77										433.85
Meals													0.00
Labor - Elec REG													0.00
Labor- Water REG	450.00	712.50	400.00										1,562.50
Labor- WW REG	25.00	25.00	25.00										75.00
Labor- Admin REG	100.00	100.00	100.00										300.00
Labor - Water OT	150.00												150.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment													0.00
<b>Monthly Totals</b>	<b>1,157.69</b>	<b>1,641.37</b>	<b>1,084.54</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,763.57</b>

**City of Peru  
2024 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Verizon SCADA	99.23	98.54	102.77										300.54
Shipping Samples	24.72		37.19										61.91
Mileage	458.48	284.35	72.49										815.32
Materials													0.00
Water Meters													0.00
Bulk Water													0.00
Meals													0.00
Finance Fees													0.00
Labor- Water REG	2,387.50	1,475.00	350.00										4,212.50
Labor- WW REG			50.00										50.00
Labor- Admin REG	350.00	350.00	350.00										1,050.00
Labor - Water OT/CTE	1,500.00	450.00	900.00										2,850.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment													0.00
<b>Monthly Totals</b>	<b>4,819.93</b>	<b>2,657.89</b>	<b>1,862.45</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,340.27</b>