

# **BOARD OF PUBLIC WORKS**

**Auburn, Nebraska**



**Board Packet  
August 20 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 AUGUST 20, 2025, 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 – JOEL KELSAY** – Request to address the Board regarding sewer main.
- 5) Discussion / action – WESTGATE ADDITION** – Update on status of Westgate addition.
- 6) Discussion / action – WTP EQUIPMENT RENTAL BIDS** – Request Board approval to sign agreement with WesTech for temporary water treatment plant for the Longs Creek Water Project.
- 7) Discussion / action – UV EQUIPMENT BIDS** - Request Board approval to award bid to Electric Pump, LLC in the amount of \$149,250.00 for UV disinfection process equipment to be installed in the Water Treatment Plant.
- 8) Discussion / action – DROUGHT CONTINGENCY STAGE 2 WATER WARNING** – Update on the Stage 2 water warning and current conditions.
- 9) Discussion / action – WATER SOURCE SUPPLY INFORMATION** – Update on Longs Creek water supply project.
- 10) Discussion / action – NPPD CAPACITY PURCHASE CONTRACT** – Update on negotiation with NPPD to purchase BPW capacity.
- 11) Discussion / action – NPPD WHOLESALE POWER CONTRACT** – Update on the proposed 2026 Wholesale Power contract with NPPD
- 12) Discussion / action - LAYNE CHRISTENSEN PROPOSAL** – Request Board approval for replacement of submersible pumps in wells 1,2,5,6,19, and 20 in the amount of \$44,215.00 plus tax.
- 13) Discussion / action – REPLACEMENT OF WORK VAN UNIT #2** – Request Board approval to advertise for replacement of Unit #2 which is a 2005 Chevy ½ ton van with a 2025 4x4 ½ ton crew cab pickup truck.
- 14) Discussion – NEMAHA COUNTY FAIR PARADE** – Update on employees that participated in the Nemaha County parade.

**15)Discussion / action – PERSONNEL BOARD REQUEST** – Review, discussion, and possible action on personnel matters regarding a new General Manager and recommendations from the hiring committee. Pursuant to Nebraska State Statute, the Board may go into executive session to discuss personnel matters.

**16)Discussion / action – PERSONNEL BOARD REQUEST** – Review, discussion and possible action on personnel matters and potential litigation. Pursuant to Nebraska State Statute, the Board may go into executive session to discuss personnel matters.

**17)Discussion / action – FINANCIALS:**

Investments: All things cash: reconciliations, pledging, CD's, allocations

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

Approve previous meeting's minutes and dispense with reading of same.

- a. Approve previous meeting 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.

**19)REPORTS:**

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

**20) Adjourn to the next regular meeting of the Board to be held September 17, 2025, at 11:30 a.m. at the BPW Board Room.**

# BPW BOARD UPDATE

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AUGUST 15, 2025

**JOEL KELSAY** – Board review of sewer connection adjustment request.

**WESTGATE ADDITION** – Update on the status of the Westgate Housing Addition.

**WTP EQUIPMENT RENTAL** – Request Board approval to sign the Master Lease Agreement with WesTech for a temporary water treatment plant for the Longs Creek Water Project.

**UV EQUIPMENT BIDS** – Request Board approval to award bid to Electric Pump, LLC in the amount of \$149,250.00 as recommended by Miller & Associates for UV disinfection process equipment to be installed in the Water Treatment Plant.

**DROUGHT CONTINGENCY STAGE 2 WATER WARNING** – Update on the Stage 2 Water Warning and current conditions.

**WATER SOURCE SUPPLY INFORMATION**– Update on a potential water supply - Longs Creek Water Supply project.

**NPPD CAPACITY PURCHASE CONTRACT** – Update regarding the contract with NPPD to purchase BPW capacity.

**NPPD WHOLESALE POWER CONTRACT** – Update regarding the 2026 Wholesale Power Contract.

**LAYNE CHRISTENSEN PROPOSAL** – Request Board approval for replacement of submersible pumps in wells #'s 1,2,5,6,19 & 20 in the amount of \$44,215.00 plus tax.

**REPLACEMENT OF WORK VAN UNIT #2** – Request Board approval to advertise for replacement of Unit #2 a 2005 Chevy ½ ton van with a 2025 4x4 ½ ton crew cab pickup truck.

**NEMAHA COUNTY FAIR PARADE** – The BPW had four vehicles in the parade. Thank you to all the employees who participated in the parade.

**PERSONNEL – BOARD REQUEST** - Review, discussion and possible action on personnel matters and recommendations from the General Manager hiring committee. Pursuant to Nebraska State Statute, the Board may go into executive session to discuss personnel matters.

**PERSONNEL – GENERAL MANAGER REQUEST**- Review, discussion and possible action on personnel matters and potential litigation. Pursuant to Nebraska State Statute, the Board may go into executive session to discuss personnel matters.

**ELECTRIC** – Crews have been working in Westgate. Trenching for the primary runs, as well as most of the streetlight wire trenching has been completed. The transformer and junction enclosures are being installed, and conductor is being pulled in. Boring along the west side of the development is ongoing. There is rock that is slowing down the boring progress. Work is also continuing a one block stretch of the line rebuild in Johnson.

**POWER PLANT** – The new intercoolers for unit seven has been ordered and delivery is expected in September. Installation should happen this fall. The new fuel tank level equipment has been installed and tested. We are waiting for them to come back and set up the communications.

**WATER/WASTEWATER** – Continued monitoring of daily well levels and pumping levels. There is continued improvement due to the recent rains. All wells are now above Stage 3. There is ongoing sewer maintenance, and we are working on known trouble areas. Water pump failure at the Headworks building caused a collection system backup to the area of the UPS building and Farmers Coop. A manhole was reported to be full. A level transducer failure started the pumps to keep the level down, which in turn flooded the pump galley causing electrical faults on the drives and pumps. We are in the process of installing a float tie to an alarm and a water sensor to ensure

# BPW BOARD UPDATE

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AUGUST 15, 2025

this does not happen again. Water and wastewater plant maintenance is ongoing. The eight inch main for the Longs Creek site is expected to be installed by 08/22/2025. A water service line was replaced at the 1600 block of P Street.

**OFFICE** – The new utility billing clerk was able to get a couple weeks of training prior to the previous clerk's last day. We have hired a new lineman apprentice. He was a BPW intern and applied for the open position. The office staff is keeping busy ordering materials for projects and with customers moving in and out for the summer.

Total Customers this Month	2,736	Days of Month
Total Customer Minutes this Month	122,135,040	31

Outage Totals			
		This Month	This Month Last Year
<b>Unscheduled Outages</b>			
Long	# Outages	6	0
	# Customers Out	72	-
	# Minutes Out	261	-
	# Customer Minutes Out	2,122	-
	# Within City System	6	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	3	0
	# Customers Out	8	0
	# Minutes Out	167	0
	# Customer Minutes Out	247	0
	# Within City System	3	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		9	0
Total Short Outages (Blinks)		0	0
Total Customers Out (Long)		80	-
Total Customers Affected (Short- Blinks)		0	-
Total Customer Minutes Out		2,369	-
Total Outages Within City System		9	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	3	5%
2	Underground Equipment Failure	0	0	5	9%
3	Weather	1	0	16	29%
4	Birds, Animals, Snakes, etc.	2	0	14	25%
5	Trees	1	0	1	2%
6	Foreign Interference	0	0	0	0%
7	Human	0	0	0	0%
8	Other	4	0	15	27%
9	Unknown	0	0	2	4%
Total		9	0	56	

12 Month Outage Statistics		
Index	As of This Month	As of This Month Last Year
ASAI (%)	99.9880	0.0000
CAIDI (Long) (min)	46.75	0.00
SAIDI (Long) (min)	62.97	0.00
SAIFI (Long) (ints/tot cust)	1.35	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)

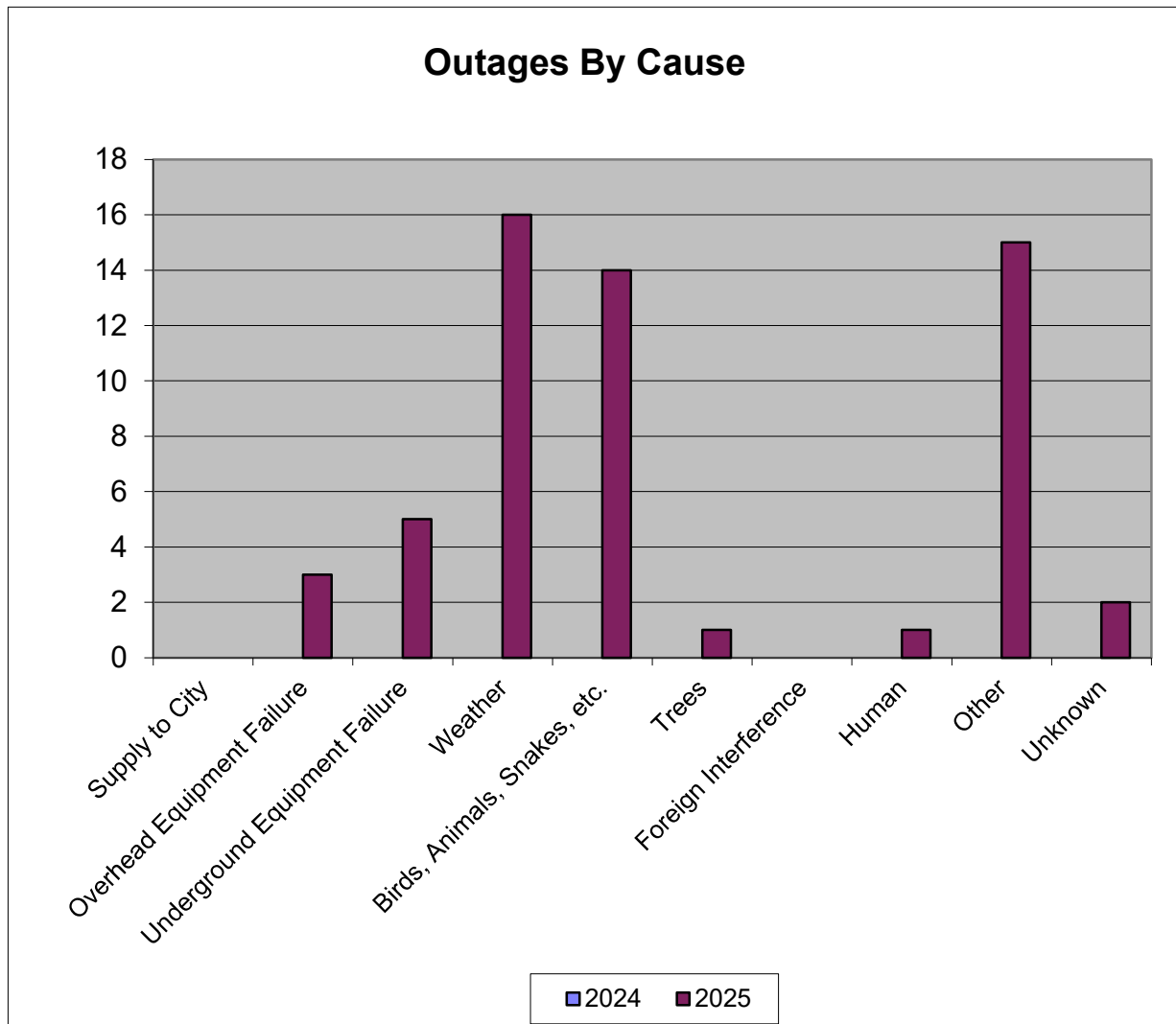
SAIFI (Short) - System Average Interruption Frequency Index  
(# of short interruptions per customer for all customers)

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

## Outage Reasons

8/15/2025

Number of Outages (by Cause)	2024	2025	Increase
0 Supply to City	0	0	0%
1 Overhead Equipment Failure	0	3	3%
2 Underground Equipment Failure	0	5	5%
3 Weather	0	16	16%
4 Birds, Animals, Snakes, etc.	0	14	14%
5 Trees	0	1	1%
6 Foreign Interference	0	0	0%
7 Human	0	1	1%
8 Other	0	15	15%
9 Unknown	0	2	2%



# Master Lease Agreement

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This Lease Agreement (the “Agreement”) is made by and between **WesTech Engineering, LLC** or its named successors (Lessor), hereinafter referred to as “WesTech” located at **3665 South West Temple, Salt Lake City, Utah, 84115** and **Auburn Board of Public Works** (Lessee), whose principal business is located at **1600 O Street, Auburn, NE 68305**. The project site is to be disclosed on a per-project basis and must be within the USA or Canada.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

## 1. Duration of Agreement

- a. The effective date of the Agreement shall be the date upon which the Agreement is fully executed. The Agreement shall continue in effect until the lease period is fulfilled under such lease, including any extensions. If the lease is cancelled the Agreement will continue until the Agreement is fulfilled including equipment return and insurance coverage. This Agreement together with Lessor’s Proposal (attached to this Agreement for clarification of scope) shall control and govern all equipment leased by Lessee and shall define the rights and obligations of Lessor and Lessee during the term of any ongoing equipment lease.

## 2. Rental or Lease Period

- a. The lease period and billing term shall commence on the day the Equipment leaves the Lessor’s facility. The lease period shall continue until the equipment is returned to Lessor’s facility as stated in this Agreement.
- b. Lessee agrees to be assessed a cleaning fee and an extension of lease until equipment is returned to Lessor in a clean condition except for normal wear and tear. Cleaning fee may include labor, materials, and 3<sup>rd</sup> party services. Cleaning fee is at cost +15%.
- c. Extensions of the lease period or cancellations of equipment leased in this Agreement must be agreed to in writing.

## 3. Termination

- a. Cancellation for any reason after the minimum lease period is fulfilled shall constitute termination of an equipment lease and no further lease period fees will be due, provided equipment is returned according to Lessor in accordance with this Agreement.
- b. Early cancellation or early termination of a lease for any reason prior to fulfilling the minimum lease period shall require Lessee to: (i) return the equipment to Lessor’s premises; (ii) Lessee shall arrange for the equipment to be picked up by a freight carrier within three (3) business days and transported to a designated Lessor premises within (10) calendar days; and (iii) Lessee shall provide documentation of equipment pickup and tracking to Lessor. Lessee agrees to pay for freight and handling of the equipment unless prior arrangement was made in writing. If equipment is not returned to Lessor in

a timely manner, Lessor will arrange for return freight and Lessee will be responsible for all costs associated with returning the equipment to Lessor. If equipment is not returned in the period in this clause Lessee will be responsible for a lease extension.

- c. If Lessee terminates this Agreement for convenience prior to fulfillment of the original minimum lease period Lessee shall pay the remainder of the Agreement less 10%. If the Agreement has been extended past the original lease term and the agreement is terminated, only the current minimum extension period is due.

#### 4. Definitions

- a. "Rental" and "Lease" shall be interchangeable terms in this document. These terms mean equipment reserved for use by Lessee.
- b. "Term" and "Period" shall each mean a length of time.
- c. "Equipment" as referenced herein shall mean any piece of equipment provided to Lessee by the Lessor.
- d. "Proposal" is a Proposal for rental or lease of equipment which Lessor has presented to Lessee as requested by Lessee.
- e. "Agreement" is this document and its attachments and extensions of lease period.
- f. "Purchase Order" is a written authorization from Lessee to Lessor in the form of an email, signed letter, work authorization, signed Agreement, or formal purchase order.

#### 5. Inspection of Equipment

- a. Lessee may inspect the equipment prior to shipment if desired. Lessee to notify Lessor in writing at least 2 weeks prior to a requested inspection.
- b. The Lessor shall have the right at any time, during normal business hours, to enter the Project Site or premises occupied by the equipment and shall be given free access thereto as well as being afforded necessary facilities for the purpose of inspection. Lessor shall give at least Lessee 24 hours' notice before inspection.

#### 6. Loading, Unloading, and Transportation

- a. The party responsible for transporting the equipment to the Project Site shall be responsible expenses incurred for insurance, shipping, loading, unloading, yard fees, border fees, VAT, transport permits, and any movement of the equipment, and demurrage charges until the equipment is unloaded at Lessor's facility. If the Lessee is directed in writing by the Lessor to return the equipment to a place other than the Lessor's facility the Lessee shall do so but shall only pay the shipping expenses up to but not beyond the amount which would have been required to return the equipment to the Lessor's facility. If Lessee requests Lessor to deliver the equipment to Lessee's Project Site or likewise to return the equipment to Lessor's facility, then Lessor shall be responsible for the equipment while in transit.
- b. The equipment shall not be removed by the Lessee from the Project Site without the express written consent of Lessor.



- c. The party responsible for transportation shall also be responsible for full replacement insurance of the equipment during transportation.
- 7. Permitted Use / Restrictions / Maintenance
  - a. Lessee agrees that Lessor has no control over the manner in which the equipment is operated during the lease period. Lessee warrants that:
    - i. Lessor is not responsible for providing an equipment operator nor other training unless requested by Lessee;
    - ii. Lessee will use the equipment for its customary purpose, in compliance with all operating and safety instructions and immediately discontinue use of the equipment if it becomes unsafe or in a state of disrepair;
    - iii. Lessee agrees to keep the equipment in a secure location;
    - iv. Lessee will maintain possession of the equipment and will not: (a) sublease or sell the equipment; or (b) assign this agreement;
    - v. Lessee will keep the equipment free and clear of all liens, charges, and encumbrances;
    - vi. Lessee will use the equipment in compliance with all applicable laws and regulations;
    - vii. Lessee will not alter or cover up any decal or insignia on the equipment nor remove any operational or safety instructions;
    - viii. Lessee will not lease the equipment upon the basis of false or misleading information;
    - ix. Lessee will not operate the equipment while intoxicated or under the influence of any substance that impairs their normal ability to operate the equipment safely;
    - x. Lessee will not use the equipment in a negligent, illegal, unauthorized, or abusive manner; and
    - xi. Lessee will not remove, operate, or utilize the equipment outside of the United States or Canada unless explicitly allowed by Lessor in writing.
- 8. Scope of Lease: As stated in WesTech Proposal and supporting documents.
- 9. Responsibilities of the Lessee
  - a. Lessee will maintain proper fuel, oil, or lubrication levels, perform routine inspections including inspections on leaks, cooling systems, batteries, tires, break checks, blocking, and other items in accordance with the manufacturer's specifications. Lessee shall, at its own cost and expense, keep the equipment clean, in good repair, properly housed, and replace normal wear items. Lessee is overall responsible for returning the equipment in the same condition in which Lessee received the equipment, normal wear and tear excepted. Equipment shall be empty of all contents as required by any applicable

federal, state, or local statutes or regulations. Lessee is responsible for ensuring compatibility of process water with leased equipment coatings and materials of construction. Lessor makes no guarantee of compatibility, nor or fitness of any equipment compatibility with Lessee's water streams or the chemicals which Lessee may use in conjunction with the equipment. Lessee will be charged up to the full replacement value of the equipment for damage to leased equipment due to chemical attack or abrasive particles in the water stream which causes coating or material damage to the leased equipment. Chemical attack includes, but is not limited to, free hydrocarbons and chlorides.

- b. Lessee is responsible to bear the cost of all necessary repairs, maintenance and replacement of parts as required to correct all damage to the equipment occurring during the Lease Term; provided, however, that all repairs shall only be made with the prior approval of Lessor. All replacement parts used in performing any repairs shall be genuine replacement parts approved by Lessor.
- c. Lessee shall only allow operators who have documentation of proper training to use, operate, maintain, or repair the equipment.
- d. At the expiration of the lease period Lessee will return the Equipment to Lessor's premises during normal business hours, or if Lessor as agreed to pick up the equipment, Lessor shall endeavor to pick up the equipment within a commercially reasonable time after Lessee notifies Lessor that the equipment is ready for pickup.
- e. If returned equipment shows signs of abuse, neglect, excessive wear, or transportation damage, Lessee shall be responsible for repair charges of the equipment, along with the reasonable lease rate of the equipment while it is unavailable for lease due to the ongoing repairs.
- f. Consumables (including lost media, filters, RO elements, dewatering liners, and membranes) and items excessively corroded by harsh process water are Lessee's responsibility to purchase and replace unless specifically stated as "included" by Lessor in the Agreement attachments.
- g. If the Agreement attachments include a project specific treated water guarantee Lessee shall provide Lessor with accurate and up-to-date water quality reports including necessary measurements and data for the equipment to reliably treat water. Should any additional equipment, field service, chemicals, etc. be required to treat water to different specifications than those given to Lessor at the time of the Agreement execution those costs, and any associated damages and risks will be borne by the Lessee. Regardless of water quality the equipment will continue to be invoiced as stated in the pricing terms and there will be no lapse in payment. If client desires to remove equipment from the Project Site due to inaccurate water quality data termination of the agreement will apply.
- h. In connection with the delivery of the equipment to the Project Site Lessee shall sign an inventory listing emailed with the leased equipment. Such listing will include an itemization of the equipment, spare parts, and accessories delivered. In the event Lessee fails to acknowledge receipt to the Lessor of the equipment inventory list by

return email or fails to note any missing items within 48 hours of equipment delivery to the Lessor for any reason but nonetheless accepts delivery of the equipment at the job site Lessee shall be deemed as having accepted the inventory as fully accurate and complete. If Lessee has not yet received an email inventory list upon delivery to site, Lessee shall immediately notify Lessor and Lessee shall take inventory of items received and email the list to Lessor within 48 hours of delivery.

- i. Lessee shall provide all utilities, chemicals, lubricants, coolants, expendable parts, storage, dunnage, civil works, permits, and other items necessary during the lease period unless these items are specifically stated as “included” by Lessor in the Agreement attachments.
- j. If equipment includes tires Lessee is responsible for tire maintenance and replacement during the lease period.
- k. Lessee agrees to comply with all municipal, state, provincial, federal, and any other laws relating to the operation, managing, and transporting of the equipment, along with any byproducts thereof.
- l. Lessee shall not make any modifications to the equipment without the express written permission of Lessor.
- m. For sites with Nuclear or Hazardous Materials – Lessee to provide third party testing to verify equipment is clean, not “hot,” and free of contamination before return.
- n. If equipment is operated in potentially freezing conditions, care is to be taken to ensure that equipment, consumables, and spares are not damaged. Lessee is responsible for freezing related damage. Lessee shall provide sufficient winterization equipment and other facilities to ensure the protection of the equipment from frost, rain, snow, hail, flood, or other weather-related impacts or damage.

#### 10. Document Primacy

- a. This document addresses lease of equipment and must be agreed to irrespective of the existence of any previously agreed to Lease Agreement.
- b. This Lease Agreement supersedes all written, implied, or otherwise previously agreed to Lease Agreements between Lessor and Lessee regarding leased and/or leased equipment.

#### 11. Payments

- a. Equipment billing rates shall be associated with periods of daily, weekly, 28 day, or calendar month with associated rates for each period. Lessee acknowledges a minimum lease period commitment to obtain pricing discounts offered by Lessor.
- b. The Lessee agrees to pay for lease of the equipment for the period in accordance with the rates and terms stipulated in this Agreement incorporated herein.
- c. The Lessee shall pay for field services, yard fees, freight, and associated items in accordance with the rates and terms in the Agreement.

- d. Lessor shall invoice Lessee monthly for the use of the Equipment. All payments shall be made by Lessee to Lessor in U.S. Dollars.
- e. A security deposit to Lessor is required from Lessee to reserve equipment due immediately upon notification of a lease Agreement award from Lessee. The deposit shall be used to cover cleaning charges, fees, and minor damage which could occur while equipment is on Lease. If equipment damages exceed the security deposit amount Lessee agrees to be responsible the difference between the amount of the security deposit and the final cost to repair damage to the equipment beyond normal wear and tear. The deposit is refunded in whole at the end of the Equipment lease period, providing equipment is returned in accordance with this Agreement. Lessee will be notified of any costs which may be deducted from the security deposit at the end of the lease period. Lessor may delay or cancel an equipment release, without penalty to Lessor, if security deposit is not received in a timely manner after a security deposit invoice is sent to Lessee. In no event will Lessor be obligated to release equipment without a security deposit received from Lessee.
- f. The initial lease invoice will be issued upon equipment release from Lessor's premises. The initial lease invoice will include first and last lease periods. If freight, yard fees, consumables, or equipment set-up is in the project scope said expenses will also be included in the initial lease invoice.
- g. Lease invoices will be issued monthly and will cover the billing period(s) as specifically identified in the invoice. The final invoice will be pro-rated at a weekly rate equal to one-half of the monthly rate, and a daily rate equal to one-third of the weekly rate through the end of the lease Agreement unless the parties agreed in writing prior to equipment initial transportation to Lessee.
- h. In the event an extension of the equipment lease is requested by the Lessee, thirty (30) calendar days' advanced written notice is required. If an extension is not agreed to prior to the final billing period or if equipment is not returned in accordance with this Agreement, then continued equipment lease fees shall be applied.
- i. If any payment is not received when due, interest shall accrue on the amount overdue at rate of 1.5% per month (18% annually), simple interest, applied only to the unpaid principal balance, with interest accrual beginning the day after the official payment due date.
- j. Agreement payment will be considered in default of an equipment lease when the Lessee is sixty (60) days in arrears on equipment lease fees.
- k. Lessee shall communicate in writing to Lessor any invoice errors, discrepancies, or disputes within five (5) business days of the invoice date. If such communication is not so made, the invoice will be deemed to be approved and Lessee shall forever waive any error, discrepancy, or dispute of which it was aware or through due diligence could have become aware.

## 12. Ownership of Equipment

- a. Leased equipment is expressly not for sale. Lessor shall retain ownership of the equipment at all times.
- b. The equipment is and shall remain, the property of the Lessor, and the Lessee shall have no right, title, or interest therein, except the right of possession and use of the equipment pursuant to the terms of this Agreement. Lessee shall not remove or deface any plate or marking on the equipment identifying Lessor as the owner of the equipment or the manufacturer's serial number. The equipment is and shall remain, personal property notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to any other personal or real property. The Lessee shall keep the equipment free and clear of all levies, liens, security interest and encumbrances of any kind, and shall give the Lessor prompt notice of any attachment or judicial process affecting the equipment.
- c. In the case of Lessee payment default or Lessee failure to return equipment, Lessee hereby agrees that (i) Lessee shall grant Lessor access to the Leased equipment location and shall permit Lessor to take possession of and remove the Leased equipment without resort to legal process and (ii) hereby releases Lessor from any claim or right of action for trespass or damages caused by reason of such entry and removal. This grant of authority shall be irrevocable by Lessee until all the equipment is returned to Lessor's premises.

## 13. Damage to Equipment

- a. The Lessee shall advise the Lessor within 24 hours of the receipt of the equipment about any damage claim that it might have. Unless such notice is given within this period, any such claim shall be invalid and unenforceable.
- b. The Lessee shall be liable to the Lessor for all loss or damage to the equipment which was sustained while Equipment was in Lessee's or Lessee Agent possession.
- c. In the event of partial or total loss to the equipment Lessee shall immediately notify Lessor of such.
- d. Upon return of the equipment to Lessor and after Lessor's inspection the Lessee shall be liable to Lessor for all loss or damage to the equipment except to the extent such loss or damage arises out of, or is the direct or indirect result of, Lessor's fault or willful misconduct.
- e. If the equipment should require repair for any reason whatsoever while in the possession of the Lessee, Lessee may: (i) elect to return the equipment to Lessor for replacement with comparable equipment when available; or (ii) elect not to return the equipment to Lessor, and Lessor shall provide a qualified technician to repair it; or (iii) elect to purchase a replacement part authorized by Lessor, and / or consult with Lessor prior to replacing /repairing the part to ensure Lessee's technician is trained and qualified to make the repairs properly.

- f. In the event the Lessor travels to Lessee's site and determines that the repairs (including those resulting from Lessee's abuse, excessive wear, improper maintenance, or failure to perform required maintenance, or for any reason other than Lessor's fault or willful misconduct or confirmed defects in the Equipment at time of delivery) are Lessee's responsibility, then the Lessee agrees to pay, within thirty (30) days from receipt of Lessor's invoice, for all applicable transportation costs, travel time, mileage, labor and parts required to both repair and/or replace the damaged Equipment.
- g. In the case of loss or destruction of the leased Equipment, or inability or failure to return equipment to Lessor for any reason whatsoever, Lessee will pay Lessor the current full replacement list value of the equipment together with the full lease rate as specified until such equipment is replaced. If the equipment is returned in a damaged or excessively worn condition, Lessee shall pay lessor the reasonable cost for repair and pay lease on the equipment at the regular rates until all repairs have been completed. Lessor shall repair the equipment in accordance with Lessor's standard fleet repair procedures. Repairs shall be made by Lessor in a reasonable timeframe. Lessor shall present an estimated cost to repair the equipment in a timely manner, typically within five business days unless damage is extensive which may require up to 4 weeks for an estimated cost. Lessee will be responsible for lease charges during the cost estimate time. Lessor shall be under no obligation to commence repair work until Lessee has paid to Lessor the estimated cost therefor.
- h. Disinfection – During a widespread or global occurrence of an infectious disease, for Equipment handled by, exposed to, or in contact with any person known or suspected to be infected by said disease, Lessee is responsible for (i) disinfection by an independent third party acceptable to Lessor; (ii) providing documentation of the disinfection satisfactory to the Lessor; (iii) the Lessor's costs for disinfection if the Lessee was unable to, or failed to disinfect the Equipment after contamination.

#### 14. Operators

- a. If Lessor provides the services of an operator for the equipment herein leased, Lessor may be responsible for daily mechanical maintenance labor, inspections, and normal repairs of leased equipment. Notwithstanding, Lessee is responsible for any such maintenance, operation or repairs, inspections, damage, or similar responsibilities which arise due to the negligence of Lessee, or which arise from harsh process water conditions resulting in excessive corrosion or damage to the Equipment. In the event of the negligence of the Lessee, Lessee shall maintain responsibility for the items hereinabove described.

#### 15. Liability and Consequential Damages

- a. Lessor shall not be liable for the recovery of special, punitive, exemplary, liquidated, incidental, indirect, or consequential damages including, but not be limited to, loss of profits or loss of revenue, loss of business, loss of opportunity, business interruption or down time, loss of capital or loss of use of capital, loss of product or production or delays in production, or government fines or penalties.

- b. In no event shall Lessor be liable or responsible to Lessee or any other party for: (i) any loss, damage, or injury caused by, resulting from, or in any way connected with the equipment, its operation, or its use; (ii) Lessee's failure to deliver the equipment or Lessee's failure to repair or replace non-working equipment. Lessee acknowledges and assumes all risks inherent in the operation, use and possession of the equipment from the time the equipment is in possession of Lessee (or in possession of Lessee's agent) until the equipment is returned to Lessor and will take all necessary precautions to protect all persons and property from injury or damage from the equipment.
- c. Lessee's sole remedy for any failure or defect in equipment shall be the termination of any lease charges accruing after the time Lessor is notified of the failure. Lessee must return the equipment to the nearest Lessor premises or yard within two (2) business days from the time of defect to terminate lease charges.

#### 16. Authority of Agents

- a. The execution hereof by an agent of Lessee shall conclusively establish the authority of such agent to Agreement herein, unless Lessor receives written notification to the contrary prior to the loading of the equipment for transit.

#### 17. Insurance

- a. Lessee shall, at its own expense, maintain insurance coverage as follows:
  - i. Any insurance as shall be required by applicable laws or government acts for each person associated with the Equipment or the use thereof;
  - ii. General Liability and Umbrella policies shall list Lessor as Additional Insured on a Primary Non-Contributory basis with a Waiver of Subrogation.
  - iii. Property damage and loss insurance for the equipment for the complete replacement value (agreed value) of the equipment at all times in which Lessee is: (a) in possession of the equipment; or (b) responsible for transportation of the equipment, Lessor to be listed as Loss Payee;
  - iv. Lessee shall provide Lessor with proof of property insurance prior to taking possession of the equipment. Taking possession of the equipment may occur by either picking equipment up at Lessor's premises or receiving the equipment at Lessee's facility, as governed by the scope of the freight term in the Agreement.

#### 18. Waste and Hazards

- a. Lessee shall, prior to leasing equipment, inform Lessor of any special hazard risks of which Lessee is aware at that time involved in the excavation, processing and/or removal of the waste to be processed by the equipment. Lessee shall notify Lessor of any such special hazard risks of which Lessee becomes aware after the date of Agreement execution.



## 19. Warranties

- a. Lessor warrants that the equipment will be in good working order at the time of delivery to Lessee.
- b. Lessor makes no warranty or representation, expressed or implied, including any implied warranties of merchantability or fitness for particular purpose as to appropriateness of the equipment for any task, or that the equipment is appropriate for any given use to which Lessee may use the equipment. Lessee recognizes, and agrees, that no guarantee, express or implied, is provided with regards to equipment's treated water quality, throughput rate, chemical consumption, consumables, spare part consumption, power consumption, and the like, unless specifically listed Agreement attachments.
- c. Lessor warrants the Equipment against defects in materials and workmanship at time of delivery to site. During the term of Lease, any defective parts will be supplied by Lessor at no charge to Lessee, FCA Lessor's point of shipment (or USA Domestic UCC-FOB point of shipment). During any period in which the equipment fails to function due to Lessor's defects in materials and workmanship, Lessee shall immediately notify Lessor. Chemical attack, abuse, excessive wear and tear, and excessive corrosion due to Lessee's water makeup do not constitute defects in materials and workmanship. Notwithstanding, if such failure to function continues uncorrected for more than forty-five (45) calendar days after notification to Lessor's Project Manager, Lessee may, at its option, terminate the Lease upon written notice to Lessor. Lessee shall return the cleaned equipment to the Lessor's premises within five (5) business days. Equipment must be returned cleaned to avoid cleaning charges. The lease Agreement will then be considered terminated by Lessee and Lessee will not be subject to cancellation charges.
- d. Process performance guarantees / process warranties, if offered, are only available as part of a project specific clause from Lessor duly issued by Lessor's authorized Process Engineer and attached to this Agreement. Even when such guarantees or warranties apply Lessor does not, either expressly or impliedly, warranty that leased equipment will comply with any standard or specification not previously disclosed to Lessor prior to execution of the Agreement.

## 20. Equipment Use in Potable Water Applications

- a. Specific equipment in Lessor's fleet is be built with "NSF61 / ANSI61" compatible wetted materials. If any equipment will be used in potable or NSF61 applications Lessee assumes all responsibility for cleaning of equipment, disinfection, flushing, supplying / changing / replacing media, and testing treated water to meet NSF61 requirements before allowing treated water to be distributed.

## 21. Indemnification

- a. To the extent permitted by law, Lessee shall indemnify and hold harmless Lessor along with its officers, employees, agents, and successors, against all claims, liabilities, losses, damages, and expenses, of every character and kind whatsoever, for property damage, bodily injury, sickness, and/or disease resulting in whole or part from the actors or



omissions of Lessee, regardless of whether such acts or omissions result from breach of Agreement, tort, or willful conduct.

## 22. Force Majeure

- a. Neither party shall be liable under this Agreement for delays or other non-performance (except for the payment of money for services already rendered) caused by any unusual occurrence beyond the party's reasonable control, including, but not limited to, war, fire, strikes, other labor troubles, unforeseeable breakage of equipment, accidents beyond the control of either party, acts of God such as extreme weather events, delays of common carriers, epidemic or pandemic and unforeseeable actions of governmental authority, laws, rules and/or regulations.

## 23. Legal Expenses

- a. The prevailing party in any dispute concerning the interpretation or enforcement of this Agreement shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

## 24. Assignment

- a. Lessee shall not assign or transfer any interest in this Agreement without the prior consent in writing of the Lessor.

## 25. Taxes

- a. Lessor shall be responsible for the payment of the following taxes associated with the services to be performed:
  - i. Taxes directly associated with the employment of Lessor's employees, including employer's USA FICA contribution, USA Workman's Compensation Insurance, USA Unemployment Insurance, and United States Federal Unemployment Tax Act (FUTA).
  - ii. United States Local and Federal income taxes.
- b. Payment of any other tax, fee, or other charge levied by a governmental authority by this Agreement shall be the responsibility of Lessee.
- c. The Lessee shall pay all license fees, registration fees, assessments, duties, and taxes which may now or hereafter be imposed upon possession, lease, or use of the Equipment, excepting only those based on the Lessor's net income or exempted by law. The Lessee shall promptly notify the Lessor of the receipt of any tax notices, tax reports or inquires or notices from taxing or other authorities concerning taxes, fees, or assessments.

## 26. Sales Tax

- a. The fees and lease payment rates provided for in this Agreement are exclusive of state sales taxes, Canadian provincial, and national taxes, use taxes, gross receipt taxes, border tax, or other similar taxes, payments of which shall be the additional responsibility of Lessee.

27. Default

- a. In the event of a breach of this Lease, the Equipment shall, upon Lessor's demand, be returned to Lessor at Lessee's expense. Lessee hereby waives all further rights to possession of the Equipment.

28. Severability

- a. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable Laws or Regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof.

29. Changes, Modifications, and Waivers.

- a. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Agreement shall be binding on a party only if such are in writing and signed by a duly authorized representative of such party. The failure of a party to enforce, at any time or for any period, any of the provisions of this Agreement shall not constitute a waiver of such provisions or of the right of such party to enforce each provision hereunder.

30. Notices:

All notices to be provided herein shall be provided as follows:

To Lessor:           WesTech Engineering, LLC  
                               Attn: Leased Equipment Legal Department  
                               3665 South West Temple  
                               Salt Lake City, Utah 84115

To Lessee:           Auburn Board of Public Works  
                               1600 O Street  
                               Auburn, NE 68305

31. Additional Items:

- a. The following are incorporated into this Agreement:
  - i. Lessor Proposal
  - ii. Additional Conditions
    - 1. *Provide \$20,000 deposit check for April 2026.*
    - 2. *\$37,820 per month for 6 months with a total of \$226,920*
    - 3. *One lot of ballasted sand for \$2,540*
    - 4. *Field service for \$19,490*
    - 5. *Rental yard outbound and inbound for \$5,700*
    - 6. *Freight (each way) for \$3,580 x 2 = \$7,160*
    - 7. *The total of all the above is \$281,810 = Contract Amount*
    - 8. *Lessor will invoice the security deposit. Once paid, the RapiSand will be reserved for the Lessee.*

This Agreement contains all the legal terms and conditions of the Lessor–Lessee relationship, and supersedes any representations, warranties, or Agreements (written or oral) heretofore made or entered into between the parties relating to the Equipment, including any Attachments, and any substantive submissions from Lessee regarding the nature of its equipment needs. This Agreement is made under the laws of the State of Utah, USA, and shall for all purposes be construed and enforced in accordance with the laws of Utah. By signing below, each Party warrants and represents that the person signing this Lease Agreement has authority to bind that Party, and that the Party’s execution of this Agreement is not in violation of any company bylaws, covenants, and/or other restrictions placed upon them by their respective entity.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

\_\_\_\_\_  
WesTech Representative (Lessor)  
WesTech Engineering, LLC

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Lessee Representative  
Auburn Board of Public Works

\_\_\_\_\_  
Title Date



**Miller & Associates**  
CONSULTING ENGINEERS, P.C.

August 7, 2025  
Kearney, Nebraska

1111 Central Ave. Kearney, NE 68847-6833

Tel: 308-234-6456

Fax: 308-234-1146

www.miller-engineers.com

Board of Directors  
Auburn Board of Public Works  
P.O. Box 288  
Auburn, NE 68305

Re: UV Equipment Procurement  
Project No. 552-C1-001

Dear Board Members:

On August 6th at 2:00 PM, two (2) bids were received, publicly opened, and read aloud at the Miller & Associates Kearney office. The bids are summarized below:

<i><b>Bidders</b></i>	<i><b>Model No.</b></i>	<i><b>Total Bid</b></i>	<i><b>Shop Drawing Submittal</b></i>	<i><b>Delivery Time After Approved Shop Drawings</b></i>
Electric Pump, LLC	D06	\$149,250	30 Days	84 Days
Xylem Water Solutions USA, Inc.	250e	\$168,180	42-56 Days	98 Days

The proposals have been reviewed, and no errors were noted. The Owner has the right to waive any informalities if desired. The Bidders identified delivery times in their Bids and they are shown above.

There are minor differences in the equipment provided due to different manufacturers' equipment, however both providers are similar and are able to meet the performance specifications and requirements for a 3.5 log removal of cryptosporidium as required for surface water treatment. There were some differences, as noted in the Bid Tabulation.

The Specifications were submitted and approved to the Nebraska Department of Water, Energy & Environment.

The Engineer's Opinion of Probable Equipment Cost was \$180,000. The lowest responsible bid from Electric Pump, LLC. is 17.08% below the Engineer's Opinion of Probable Equipment Cost.

We recommend awarding the contract to Electric Pump, LLC in the amount of \$149,250 in and authorization given to your authorized representative to execute agreements.

Respectfully submitted,  
MILLER & ASSOCIATES  
CONSULTING ENGINEERS, P.C.

Chris A. Miller, P.E.

CAM/jh

Enclosures

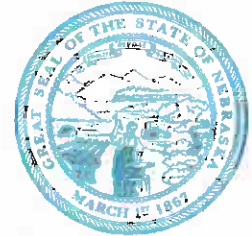
Date Opened: August 6, 2025 @ 2:00 PM		1	2
Project Name: Auburn UV Disinfection Equipment Procurement - Rebid		ELECTRIC PUMP, INC.	XYLEM WATER SOLUTIONS USA, INC.
Project Location: Auburn, Nebraska			
Project Number: 552-C1-001			
Addendums Issued/Acknowledged: 1			
Bid Guarantee (type and amount)		Yes	Yes
		5% Bid Bond	5% Bid Bond
		Price	Price
No.	Description		
<b>UV DISINFECTION EQUIPMENT</b>			
1	UV Disinfection System Equipment and Appurtenances (2 Units, 1-Duty, 1-Redundant)	\$134,216.00	\$94,381.00
2	Spare Parts	\$6,862.00	\$4,983.00
3	Installation, Field Testing, Start-up, and Training Services	\$7,172.00	\$23,431.00
4	Submittals Including Shop Drawings and O&M Manuals	\$1,000.00	\$45,385.00
<b>TOTAL BASE BID</b>		<b>\$149,250.00</b>	<b>\$168,180.00</b>
<b>UV MANUFACTURER</b>			
		Trojan Technologies, Inc.	Xylem Wedeco
<b>UV DISINFECTION SYSTEM - LIFE CYCLE COST GUARANTEE SCHEDULE</b>			
A	Guaranteed cost for one replacement lamp	\$452.00 Each	\$273.00 Each
B	Number of lamps in operation at 1.4 MGD, 90% UVT, design end of lamp life output, design sleeve fouling factor, and validated UV dose for 3 ½ log Cryptosporidium inactivation.	6 Lamps	4 Lamps
C	Guaranteed lamp life, hours (shall not exceed lamp life used with EOLL factor for system sizing).	9,000 Hours	12,000 Hours
<b>UV DISINFECTION SYSTEM - LIFE CYCLE COST FOR BALLASTS</b>			
D	Guaranteed cost for one replacement ballast	\$1,210.00 Each	\$1,062.00 Each
E	Number of ballasts in operation at 1.4 MGD, 90% UVT, design end of lamp life output, design sleeve fouling factor, and validated UV dose for 3 ½ log Cryptosporidium inactivation.	3 Ballasts	2 Ballasts
F	Guaranteed ballast life, hours	1-Year Hours	Not filled in
<b>UV DISINFECTION SYSTEM - LIFE CYCLE COST FOR POWER USAGE</b>			
G	Not-to-exceed total power usage of the entire system at 1.4 MGD, 90% UVT, design end of lamp life output, design sleeve fouling factor, and validated UV dose for 3 ½ log Cryptosporidium inactivation	Power Usage Kilowatts: 1.8	Power Usage Kilowatts: 1.6
<b>UV EQUIPMENT SUBMITTAL AND DELIVERY SCHEDULE</b>			
Layout Drawing and Details: Drawings showing equipment layout plans and section details		30 Days	42-56 Days
Final Fabricator and Arrangement Drawings/Shop Drawings		30 Days	14 Days
Final Fabrication and Delivery: Complete fabrication and delivery of equipment to the job site		84 Days	98 Days after Approved Drawings
Operations and Maintenance Manual		21 Days	30 Days prior to Delivery
Start-up Training/Performance Testing		28 Days	9 Site Days



# NEBRASKA

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DEPT. OF WATER, ENERGY, AND ENVIRONMENT



Jim Pillen, Governor

July 16, 2025

**NDWEE PERMIT No. W-82-2025  
FACILITY ID 999031**

Ray Luhring, General Manager  
Auburn Board of Public Works  
1600 O Street  
P.O. Box 288  
Auburn, NE 68305

Re: **Drinking Water** – City of Auburn – W-82-2025 – **Plans and Specifications** – Water Main –  
Raw Waterline (M&A Project No. 552-C1-001-25)

Dear Mr. Luhring:

Documents describing the above-referenced project have been reviewed and are hereby approved with respect to features of sanitary significance. This approval does not supersede any other NRD, local, state, or federal requirements. In accordance with Title 179 NAC 7-003, a construction permit is hereby granted. This permit is valid for a period of two years from the date of issuance.

This approval is subject to any stipulations listed below. Written approval must be obtained from this Department before proceeding with any major changes from the project documents as approved. One set of the submitted documents is being made a part of this Department's records.

No project that is considered major construction shall be placed into service prior to a final inspection and approval by the Department. The only exception to this requirement is interior tank coating and water distribution main projects. The Department may allow these projects to be placed into service when requested by the owner and/or the engineer. The request to place into service must be accompanied with a certification of project completion by the engineer and copies of satisfactory bacteriological testing results for the project. The Department may be issuing administrative penalties, as authorized in Neb. Rev. Stat. § 71-5304.01, to any system that violates this regulation.

Sincerely,

Cyril Martinmaas, P.E., Engineering Section Supervisor  
Permitting & Engineering Division  
Nebraska Department of Water, Energy, and Environment

CJM:HJS:CNW

xc: Jeffrey S. Peterson, P.E., Miller & Associates Consulting Group, P.C. (ec)  
Alan Slater, Designated Water Operator (ec)  
Greg Brekel, NDWEE (ec)

Department of Water, Energy, and Environment

245 Fallbrook Blvd., Suite 100  
Lincoln, Nebraska 68521

Jesse Bradley, P.G., Director

OFFICE 402-471-2186 FAX 402-471-2909  
dwee.nebraska.gov

XXXX In accordance with Title 179 NAC 7-005.01, documentation of the contract or actual cost of the project shall be provided to this Department for the purpose of determining the final fee amount. Payment of the final fee amount shall be made to this Department.

XXXX In accordance with Title 179 NAC 7-003.02, record drawings must be submitted to the Department. PDF (Portable Document Format) copies are preferred.

XXXX Discharge of chlorinated water from disinfection procedure must follow Best Management Practices (BMPs) for meeting surface water quality standards under the National Pollutant Discharge Elimination System (NPDES). For assistance, contact the NPDES Compliance Section at 402/471-1367.

DRAWINGS & TECHNICAL SPECIFICATIONS FOR

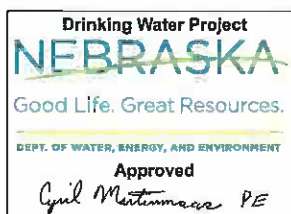
# RAW WATERLINE

LOCATION: NE ¼, SECTION 16, T5N, R14E, NEMAH COUNTY

AUBURN, NEBRASKA

2025

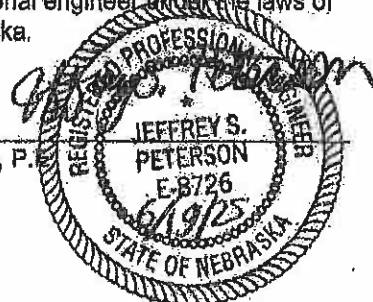
Project No. 552-C1-001-25



NDWEE Project No. W-82-2025  
July 16, 2025

I hereby certify that this document was prepared by me, or under my direct supervision, that I am a duly registered professional engineer under the laws of the State of Nebraska.

Jeffrey S. Peterson, P.E.





# NEBRASKA

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Jim Pillen, Governor

July 30, 2025

**FACILITY ID: 999031**

Ray Luhring, General Manager  
Auburn Board of Public Works  
1600 O Street  
P.O. Box 288  
Auburn, NE 68305

Re: PWS – City of Auburn – **Procurement Package** – W-84-2025 – Preclarification Equipment  
Procurement (M&A Project No. 552-C1-001-25)

Dear Mr. Luhring:

Documents describing the above-referenced project have been reviewed and are hereby approved with respect to features of sanitary significance. This approval does not supersede any other NRD, local, state, or federal requirements.

Please be advised that this approval is only for the above-referenced procurement package based on the design conditions submitted with the procurement package. Plans and specifications prepared by a Nebraska registered engineer must be submitted in accordance with Title 179 NAC 7-003 for review, approval, and issuance of a construction permit prior to beginning construction.

If you have questions, please contact Hillary Stoll at (402) 471-4252 or email at [hillary.stoll@nebraska.gov](mailto:hillary.stoll@nebraska.gov)

Sincerely,

Cyril Martinmaas, P.E., Engineering Section Supervisor  
Permitting & Engineering Division  
Nebraska Department of Water, Energy, and Environment

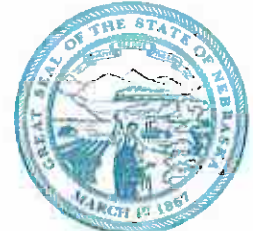
CJM:HJS:CNW

xc: Jeffrey S. Peterson, P.E., Miller & Associates Consulting Group, P.C. (ec)  
Alan Slater, Designated Water Operator (ec)  
Greg Brekel, NDWEE (ec)

# NEBRASKA

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DEPT. OF WATER, ENERGY, AND ENVIRONMENT



Jim Pillen, Governor

July 30, 2025

**FACILITY ID: 999031**

Ray Luhring, General Manager  
Auburn Board of Public Works  
1600 O Street  
P.O. Box 288  
Auburn, NE 68305

Re: PWS – City of Auburn – **Procurement Package** – W-83-2025 – UV Disinfection Equipment  
Procurement (M&A Project No. 552-C1-001-25)

Dear Mr. Luhring:

Documents describing the above-referenced project have been reviewed and are hereby approved with respect to features of sanitary significance. This approval does not supersede any other NRD, local, state, or federal requirements.

Please be advised that this approval is only for the above-referenced procurement package based on the design conditions submitted with the procurement package. Plans and specifications prepared by a Nebraska registered engineer must be submitted in accordance with Title 179 NAC 7-003 for review, approval, and issuance of a construction permit prior to beginning construction.

If you have questions, please contact Hillary Stoll at (402) 471-4252 or email at [hillary.stoll@nebraska.gov](mailto:hillary.stoll@nebraska.gov)

Sincerely,

Cyril Martinmaas, P.E., Engineering Section Supervisor  
Permitting & Engineering Division  
Nebraska Department of Water, Energy, and Environment

CJM:HJS:CNW

xc: Jeffrey S. Peterson, P.E., Miller & Associates Consulting Group, P.C. (ec)  
Alan Slater, Designated Water Operator (ec)  
Greg Brekel, NDWEE (ec)

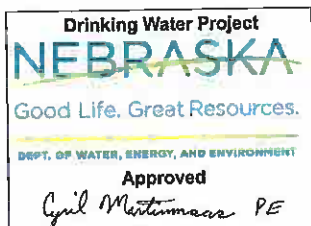
REQUEST FOR PROPOSAL  
SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

## UV EQUIPMENT PROCUREMENT

AUBURN, NEBRASKA

REBID AUGUST 2025

Project No. 552-C1-002-25



NDWEE Project No. W-83-2025  
July 30, 2025

I hereby certify that this document was prepared by me,  
or under my direct supervision, that I am a duly  
registered professional engineer under the laws of the  
State of Nebraska.

Jeffrey S. Peterson, P.E.



STATE OF NEBRASKA

DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT

APPROVAL OF APPLICATION A-20099 AND MAP NUMBER 21624

WATER DIVISION 1-F

BACKGROUND

1. On June 5, 2025, Ray Luhring, on behalf of the City of Auburn Board of Public Works, filed in the Department of Water, Energy, and Environment (Department) application A-20099 for a Permit to Appropriate Water.
2. On July 2, 2025, Ray Luhring filed map number 21624 showing the location of the proposed municipal project.

ORDER

IT IS HEREBY ORDERED Application A-20099 and map number 21624 are APPROVED subject to the following limitations and conditions:

1. The source of water is Long's Creek.
2. The water shall be used for municipal purposes within the corporate limits of the cities of Auburn and Peru.
3. The priority date is June 5, 2025.
4. The point of diversion is located in the ~~SE-NE~~4 of Section 16, Township 05 North, Range 14 East of the 6<sup>th</sup> P.M. in Nemaha County, as depicted on map number 21624, which is made a part of this Order.
5. The rate the water may be diverted shall not exceed 2 cubic feet per second (898 gallons per minute).
6. The total amount of water diverted shall not exceed 150 acre-feet per annum.
7. A measuring device, approved by the Department, may be required if so ordered by the Department and such would be at Applicant's expense.
8. The appropriator must comply with all relevant statutes. These relevant statutory requirements include, but are not limited to, the following:
  - A. Notify the Department of any change in ownership or address.
  - B. Obtain approval from the Department prior to taking any action that changes the location of diversion, the location of use, the type of use, or the type of appropriation.

9. Failure to comply with all laws and regulations pertaining to surface water appropriations and any orders issued by the Department may result in the cancellation of the appropriation, temporary closing of the appropriation, administrative penalty, criminal prosecution, or any combination thereof.

DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT



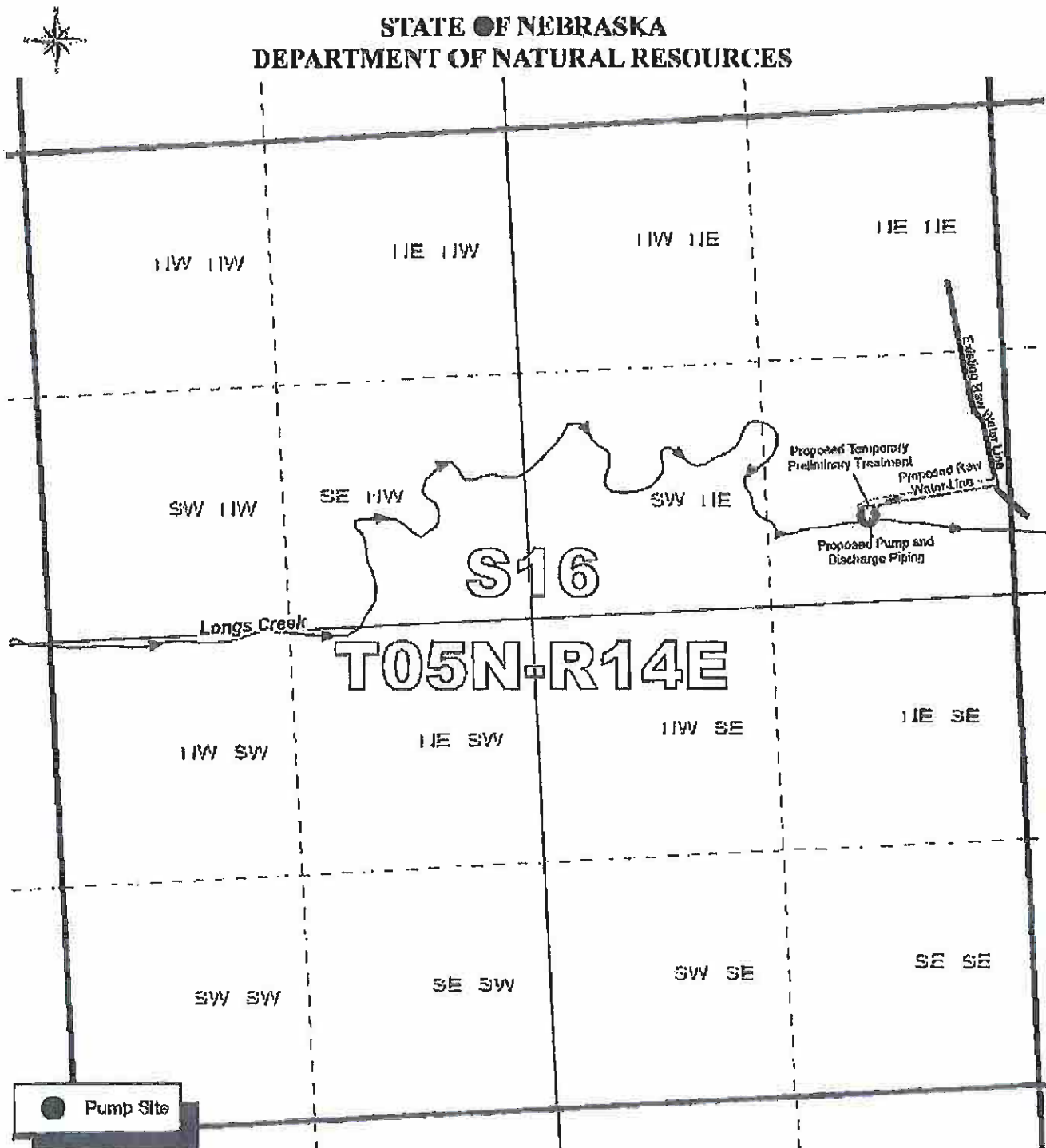
August 7, 2025

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Matthew T. Manning, PE, JD  
Chief Water Officer

A copy of this Order was posted on the Department's website. Copies of this Order and map number 21624 were provided to the Department's field office in Lincoln, Nebraska. Copies of this Order, map number 21624 and Surface Water Administration brochure were mailed to the following:

Ray Luhring  
Auburn Board of Public Works  
PO Box 288  
Auburn, Nebraska 68305  
[rluhring@auburnbpw.com](mailto:rluhring@auburnbpw.com)



Section:16 Township:05N Range:14E Nemaha County  
Page 1 of 1

0 500 1,000 2,000 Feet

I certify that this map accurately represents the project proposed by Application No. A-20099

Date: 7/2/25 Signature: *Raf Rehling*

DEPARTMENT USE ONLY

Date Filed: July 02, 2025

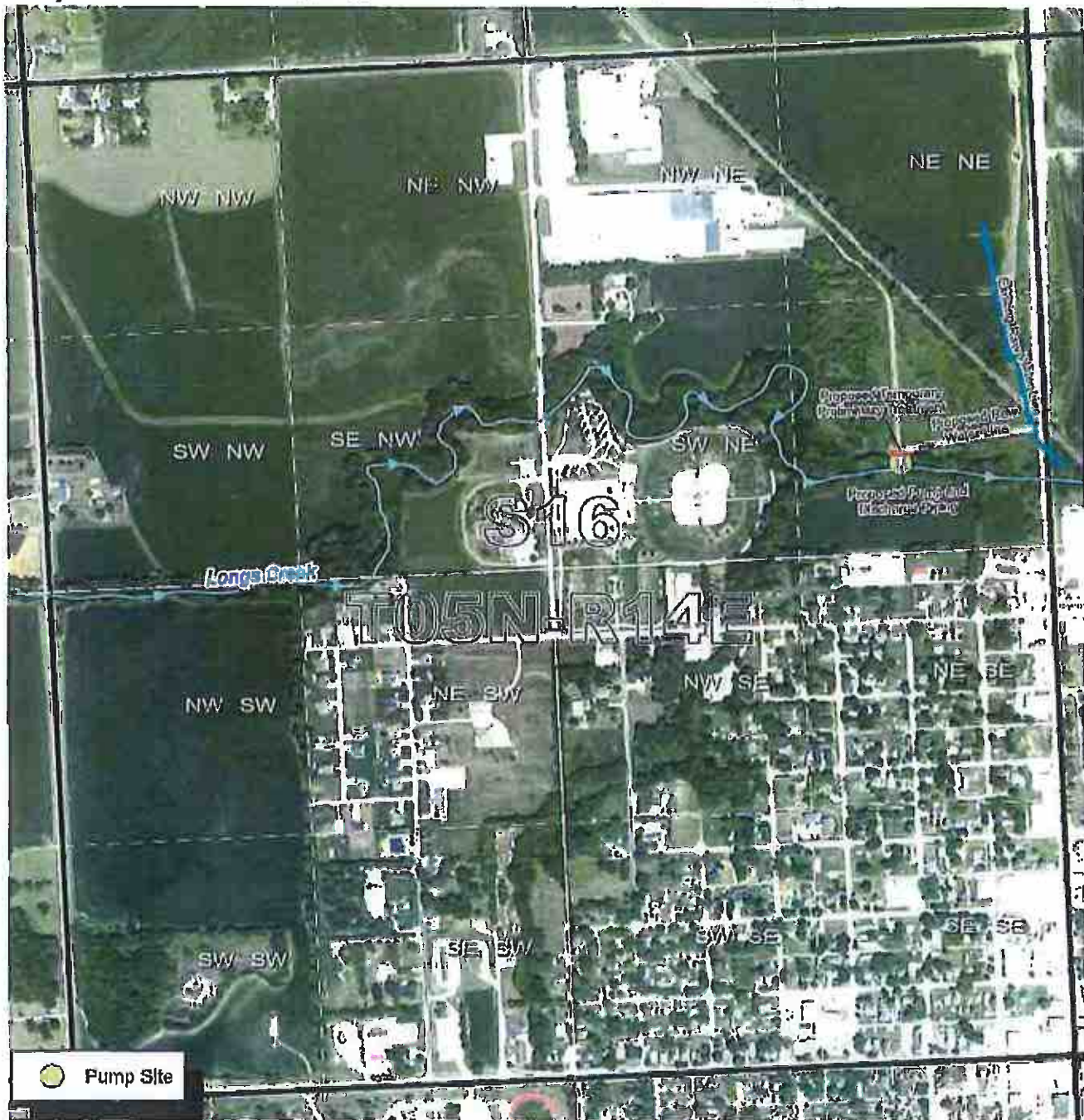
Map No. 21624 Map ID No. 21497

Approved by Order Dated: August 07, 2025





STATE OF NEBRASKA  
DEPARTMENT OF NATURAL RESOURCES



Section:16 Township:05N Range:14E Nemaha County  
Page 1 of 1

2022 Aerial Photography

0 500 1,000 2,000  
Feet

Application No. A-20099

DEPARTMENT USE ONLY

Date Filed: July 02, 2025

Map No. 21624 Mnp ID No. 21497

Approved by Order Dated: August 07, 2025

**CAPACITY PURCHASE AGREEMENT**

**between**

**Nebraska Public Power District**

**and**

**Auburn Board of Public Works, Auburn, Nebraska**

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## **CAPACITY PURCHASE AGREEMENT**

**between**

**Nebraska Public Power District**

**and**

**Auburn Board of Public Works, Auburn, Nebraska**

**THIS CAPACITY PURCHASE AGREEMENT** (Agreement) is made and entered into effective the 1st day of January, 2026, (Effective Date) by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and the Auburn Board of Public Works, Auburn, Nebraska, a municipal corporation (Auburn BPW), each sometimes hereinafter referred to singularly as "Party" and collectively as "Parties."

### **WITNESSETH:**

WHEREAS, NPPD owns and operates certain electric generating facilities together with a transmission system and various distribution systems in the state of Nebraska and is engaged in the generation, purchase, transmission, distribution and sale of electric power and energy, and;

WHEREAS, the Auburn BPW owns and operates certain electric generating facilities together with an electric distribution system. The Auburn BPW purchases power and energy from NPPD for its electrical requirements under a wholesale power contract between NPPD and the Auburn BPW, effective January 1, 2026, as it may be amended from time to time or replaced, hereinafter called "Wholesale Power Contract," and;

WHEREAS, the Parties' respective electric systems are or will be interconnected, either directly or through the electrical systems of others, making possible more beneficial use of generating facilities and assuring better service in emergencies, thereby providing important benefits to the areas served and to the public, and;

WHEREAS, NPPD can beneficially utilize Auburn BPW's generating facilities, and;

WHEREAS, the Parties hereto desire to enter into an agreement which will assure the beneficial use of the Auburn BPW's generating facilities. Firm power and energy will be furnished to the Auburn BPW under the provisions of the Wholesale Power Contract. This firm power and energy will be purchased by Auburn BPW from NPPD under the existing Wholesale Power Contract.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the Parties do hereby mutually agree as follows:

## **ARTICLE I TERM OF AGREEMENT**

This Agreement shall have a term of thirty-five (35) years, commencing upon the date first above written, and shall continue in force thereafter from year to year unless terminated on an anniversary thereof by at least five (5) years prior written notice given by NPPD or Auburn BPW to the other Parties, which notice may be given on and after the fifth (5th) year of the term of the Agreement; provided, in no event shall the term of this Agreement exceed the term of the Wholesale Power Contract, as it may be amended from time to time.

In the event the Wholesale Power Contract is terminated, this Agreement shall terminate on an anniversary of the date first above written, with at least five (5) years prior written notice to NPPD given by Auburn BPW, unless otherwise specifically agreed to by the Parties.

Upon expiration of this Capacity Purchase Agreement, Auburn BPW shall be entitled to enter into NPPD's then current Capacity Purchase Agreement that is available to any other customer under similar conditions.

## **ARTICLE II WHOLESALE POWER CONTRACT**

NPPD and Auburn BPW are parties to a Wholesale Power Contract, effective January 1, 2026, as may be amended or replaced. Said Wholesale Power Contract is a separate, complete and distinct contract between NPPD and Auburn BPW.

Notwithstanding any provision in this Agreement or any other contract between the Parties, in the event the Wholesale Power Contract provides options to Auburn BPW to cap its purchase of demand and energy requirements from NPPD, and Auburn BPW provides notice to NPPD to exercise its option to cap, then, effective upon the date of such notice, NPPD reserves the right: (1) to reduce its purchase of Usable Capacity under this Agreement, such that NPPD is not obligated to purchase all Usable Capacity under this Agreement in amounts exceeding Auburn BPW's purchase of demand requirements from NPPD under the Wholesale Power Contract or (2) to terminate this Agreement. If NPPD receives such notice to cap from Auburn BPW, NPPD shall respond in writing to Auburn BPW not more than one hundred twenty (120) calendar days following the date of notice to cap by Auburn BPW to NPPD, stating whether NPPD will reduce its purchase of Usable Capacity pursuant to item (1) above, and, if so, stating the amount of such reduction and when it is to be effective, or whether NPPD will terminate this Agreement pursuant to item (2) above.

### ARTICLE III USABLE AND PERFORMANCE ADJUSTED CAPACITY

- A. **Usable Capacity.** The generating capacity in kilowatts (kW) listed on Exhibit I, which is attached hereto and made a part hereof by reference, either initially or after revision due to tests or other reasons, shall be defined as Usable Capacity.

Auburn BPW agrees to make available and sell to NPPD the Usable Capacity of Auburn BPW's generating facilities in amounts as identified in Exhibit I for use by NPPD under the terms and conditions hereinafter set forth. The Parties agree that the term "Usable Capacity" as used herein refers only to the accredited available output of the Auburn BPW's generating facilities, and ownership of all such facilities shall remain solely with the Auburn BPW and this Agreement is not intended to, and shall not be construed or deemed to, constitute or create any lien or encumbrance in respect of such facilities.

For purposes of this Agreement, an Exhibit I shall be produced which shows the same amount of capacity purchased under the Capacity Purchase Agreement dated January 1, 2016, and such Exhibit I shall be attached hereto at the time when the terms and provisions of the Agreement go into effect. Notwithstanding the provisions of this Article III and Article IV of this Agreement, the term "Usable Capacity" identified on Exhibit I shall not include generating facilities that cannot be operated continuously in parallel with NPPD's system.

The Parties agree that the tests required by Article IV may be made periodically at the request of any Party, and if the test results indicate a change in Usable Capacity, Exhibit I shall be revised in accordance with such test results on the next succeeding earliest date of April 1 or November 1 of any year.

Notwithstanding any other provisions of this Agreement, the Parties agree that should the amount of Usable Capacity stated on Exhibit I be rated and accredited by the Southwest Power Pool (SPP) or other appropriate agency at some greater or lesser value, Exhibit I shall be modified, with such modification to become effective on the date of such revised accreditation, to reflect such actual accredited amount, and the monthly payments thereafter shall be determined in accordance with the revised Exhibit I.

The Parties agree that said tests shall, if so required by NPPD, be performed jointly by Auburn BPW and NPPD, with the Auburn BPW furnishing personnel and equipment to operate the generating facilities at Auburn BPW's own expense. The fuel used to perform the tests shall be provided at NPPD's expense, as specified in Article VII of this Agreement.

The Parties agree that the purchase of Usable Capacity hereunder shall be limited to the net output of the Auburn BPW's tested (in accordance with Article IV) generating facilities that are installed as of the date of execution of this Agreement; provided, however, in the event a generating unit is inoperable at the time of execution of this Agreement, nothing herein shall preclude the repair and return to operable condition of such unit (including the replacement of such generating unit

with equivalent, but not greater, capacity) subsequent to execution of this Agreement and the subsequent inclusion of the unit's tested net output as Usable Capacity, nor will anything in this Agreement limit the later addition of Usable Capacity by mutual agreement of Auburn BPW and NPPD, in accordance with then-current SPP generation interconnection processes and procedures. In the event the Auburn BPW installs additional generating unit(s), NPPD shall have the right of first refusal for the purchase of said additional generation as Usable Capacity, where NPPD shall consider deliverability (via SPP Network Integration Transmission Service under Part III of the SPP Tariff) to NPPD, where such deliverability is determined by SPP (NPPD would have the option to arrange and pay for SPP studies to ensure deliverability of proposed purchased capacity from additional generation; however, should SPP network upgrades be necessary for to ensure deliverability to NPPD, such costs for SPP network upgrades would be considered a Customer cost, unless the Parties mutually agree otherwise in writing).

- B. **Performance Adjusted Capacity.** Performance Adjusted Capacity shall be Usable Capacity that is adjusted by SPP for each generation unit in accordance with then-current SPP's performance-based accreditation policies and procedures. Such amount for Performance Adjusted Capacity shall match the values NPPD receives from SPP for each generation unit's seasonal accreditation as further detailed in Exhibit I.

After-the-fact operational data required by SPP for such then-current SPP performance-based accreditation policies and procedures will include, but not be limited to service hours, outage hours, starts and failed starts. Such operational data or supporting materials will be provided each month by Auburn BPW to NPPD within five (5) business days of the end of each month for NPPD's review. Auburn BPW will provide the data to NPPD contacts as detailed in Exhibit II. Such after-the-fact operational data shall be in a form and substance that meets SPP requirements.

For purposes of determining Performance based capacity accreditation, SPP requires data submitted that utilizes NERC's Generating Availability Data System (GADS). GADS reporting has the following definitions:

- (a) "Forced Outage" means a period during which (a) (i) all or a portion (a derate) of the Usable Capacity is unavailable or (ii) a condition affecting facilities not owned by the customer for delivery of the Usable Capacity and (b) such unavailability is not the result of approved Scheduled Maintenance Outage. Customer shall notify NPPD promptly upon discovering the Forced Outage and, as soon as reasonably practicable following such discovery, shall notify NPPD in writing of its best estimate of the expected duration of such Forced Outage and the amount of Usable Capacity that Customer is unable to provide. Such estimate by Customer shall be based on the best information available to it. Should Customer expect any further changes in the duration or quantity of unavailable Usable Capacity of any such Forced Outage, it shall promptly notify NPPD of the same.
- (b) "Planned Outage" means the removal of equipment from service availability for a time period during which the Customer generation is unable to perform

at its Usable Capacity to undergo among other things, the inspection of, regular maintenance of, and/or general overhaul of one or more major equipment groups or portions of the Customer's generation as agreed by Customer, NPPD and SPP, if applicable.

- (c) "Maintenance Outage" means the removal of equipment from service availability for a time period during which the Customer generation is unable to perform at Usable Capacity to undergo among other things, the inspection of, regular maintenance of, and/or general overhaul of one or more major equipment groups or portions of the Customer's generation as agreed by Customer, NPPD and SPP, if applicable. A Maintenance Outage is an outage that can be deferred beyond the end of the next weekend (defined as Sunday at 2400 hours or as Sunday turns into Monday), but requires that the unit be removed from service, another outage state, or Reserve Shutdown state before the next Planned Outage.

The above GADS definitions may be subject to alignment with Control Room Operations Window (CROW) submissions. CROW priority and timing will be enforced by NPPD for outage coordination purposes.

- C. **Exhibit I Updates.** Any revision to Exhibit I pursuant to and as provided in this Agreement shall be prepared by NPPD and transmitted to the Auburn BPW, and said revised Exhibit I shall, upon execution by NPPD and the Auburn BPW, become a part of and incorporated in this Agreement.

## **ARTICLE IV TEST PROCEDURES**

The Usable Capacity in kW of a power plant shall be determined through tests performed according to the terms and conditions specified in the SPP Documents, as the same may be modified from time to time and adopted by SPP. "SPP Documents shall mean the SPP's (i) Open Access Transmission Tariff, Sixth Revised Volume No. 1 ("OATT") on file with the FERC, including Attachment AA for Resource Adequacy, as may be amended from time to time; (ii) the Market Protocols, as may be amended from time to time; (iii) the SPP Operating Criteria and SPP Planning Criteria, collectively ("SPP Criteria"); and (iv) SPP Reliability Coordinator Outage Coordination Methodology. A copy of the reporting form for testing internal combustion generating units, to satisfy the current requirements for testing as set forth in the SPP Documents, is attached hereto as Exhibit III and incorporated herein by reference. Such testing will be on a net generation output basis for each generation unit, in accordance with Article X.

The Parties agree that as the SPP Documents are modified from time to time, Exhibit III shall be revised to incorporate the then current SPP Documents. Any revision to Exhibit III pursuant to and as provided herein shall be prepared by NPPD and transmitted to the Auburn BPW and said revised Exhibit III shall become a part of and incorporated into this Agreement. Tests on the Auburn BPW's generating facilities shall be conducted in accordance with any such modified criteria as soon as practical after any

such revision and Exhibit I shall be revised in accordance with the test results pursuant to provisions of Article III of this Agreement.

The Parties further agree that should the SPP Documents be revised or no longer exist or should NPPD no longer participate in SPP, the test procedures of the substitute council or agency in which NPPD participates to establish, maintain and coordinate reliability shall replace the SPP Documents for purposes of this Agreement. If such substituted council or agency does not have test procedures or should NPPD not so participate in any substituted council or agency, then the SPP Documents as it may have been previously revised and the reporting form attached as Exhibit III, shall continue to be applicable to this Agreement.

Should revisions to said SPP Documents result in a cumulative reduction of more than twenty percent (20%) of the Usable Capacity, as initially determined by tests in accordance with the SPP Documents and the reporting form initially hereto attached as Exhibit III, Auburn BPW may terminate this Agreement on the next succeeding April 1 or November 1, whichever is earliest, following the effective date of said reduction and upon written notice to NPPD.

## **ARTICLE V PAYMENTS**

Subject to the provisions of this Agreement, NPPD shall pay the Auburn BPW monthly the sum of the following amounts:

- A. Capacity Payment: \$5.40/kW-month for each kW of Performance Adjusted Capacity that NPPD is able to obtain and take credit for, as shown on Exhibit I.
- B. Operating Payment: \$0.005 for each metered kilowatt-hour of net generation output. The operating payment will not be incurred if NPPD is unable to deliver power and energy due to transmission outages.

The payments set forth in this Article V are contingent upon the Performance Adjusted Capacity, which would have received SPP's generation test accreditation approval and any applicable SPP seasonal performance based adjustment to the test accreditation, where seasonal payments shall not commence until such time as NPPD receives notice of approval from SPP, where such SPP approval may occur more than once per calendar year.

The Parties agree that such payments for seasonal Performance Adjusted Capacity fully compensate the Auburn BPW for all costs of ownership, operation (exclusive of fuel provided by NPPD), maintenance, repairs, replacement and renewals of all facilities required hereunder to provide Usable Capacity and associated energy to NPPD and to perform all other obligations of Auburn BPW under this Agreement.

In addition, NPPD and the Auburn BPW may agree in advance in writing for additional payment to Auburn BPW in connection with unusual methods of operation requested by NPPD or in connection with special facilities or equipment installed by



Auburn BPW at the request of NPPD to improve operation or dispatching of Usable Capacity.

The Parties agree that payment by NPPD for Performance Adjusted Capacity made available during a month to Auburn BPW pursuant to this Agreement and for any operating payment, as provided herein, shall be made on or before the fifteenth (15<sup>th</sup>) day of the following month. Additionally, the Parties further agree that any and all information required by NPPD to release payment will be provided by the Auburn BPW on or before the sixth (6<sup>th</sup>) day of the following month.

If a Party desires to dispute all or any portion of a payment or compensation provided by the other Party under this Contract, the Party with the dispute shall nevertheless pay any amount when due. Within thirty (30) days of any such disputed payment or compensation made in accordance with Article V, the Party with the dispute shall notify the billing Party in writing of the grounds and amount of the dispute. Any Party shall not be entitled to any adjustment on account of any disputed payment or compensation amount not brought to the attention of the billing Party within the time and in the manner herein specified. If settlement of the disputed payment or compensation results in a refund to a Party, the amount refunded shall not exceed the amount identified as being in dispute.

## **ARTICLE VI RESPONSIBILITY OF AUBURN BPW**

The Auburn BPW shall, in consideration of the payments by NPPD pursuant to this Agreement and without any additional charge to NPPD:

- A. Own all fuel contained in Auburn BPW's storage facilities and shall be responsible for receiving, unloading, storing and otherwise handling, at its own expense, the NPPD-provided fuel which will be delivered to the Auburn BPW's storage facilities. Auburn BPW shall notify NPPD at such times when the fuel inventory in its storage facilities reaches thirty percent (30%) of the full storage capacity or the level which will support eight (8) hours of operation of its generation, whichever is the greater. Auburn BPW shall make reasonable efforts to maintain fuel inventories at or above said levels at all times; provided, however, should SPP reliability requirements specify minimum fuel inventories at levels greater than those stated above, Auburn BPW shall comply with such requirements.
- B. Operate its generating facilities only for use by NPPD to provide energy associated with Usable Capacity and only when called upon by authorized NPPD personnel to do so and only in accordance with the operating procedures as specified in Exhibit IV, which is attached hereto and incorporated herein by reference.
- C. Keep all generating facilities providing Usable Capacity and associated energy in good operating condition.
- D. Have manpower and equipment available to provide the Usable Capacity and associated energy when called upon by NPPD to do so.

- E. Make all necessary and required modifications to Auburn BPW's generating facilities to meet present or future local, state or federal laws, rules, regulations and requirements. Exhibit I shall be revised to eliminate Usable Capacity from any generating facilities which are not in compliance with all such laws, rules, regulations and requirements. In the event the Usable Capacity is reduced to zero for all generation units as a result of such noncompliance, this Agreement shall be terminated as of the date of such reduction.
- F. Periodically operate the Auburn BPW's generating facilities according to an operating schedule furnished by NPPD to make certain Auburn BPW's generating facilities are in good operating condition and capable of providing Usable Capacity and associated energy.
- G. For operating purposes, it is necessary for Auburn BPW to report to NPPD any outages or derates of any applicable generator, in accordance with Exhibit IV.
- H. Allow periodic inspection by NPPD of the Auburn BPW's generating facilities and demonstrate Usable Capacity according to tests required by Article IV when requested by NPPD.
- I. Maintain its generating facilities in readily operable condition and, upon receiving a request for operation from NPPD, place the said generating facilities in service, synchronized in parallel with NPPD's system and operating at scheduled load within two (2) hours for an internal combustion unit (diesel and/or gas).
- J. Prepare and submit to NPPD such monthly reports concerning the generating facilities as may be reasonably requested and on forms as provided by NPPD.
- K. Indemnify and save harmless NPPD and its representatives from and against all losses and all claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise brought or recovered against NPPD or its representatives by reason of any act or omission of the Auburn BPW, its agents, servants or employees in connection with, relating to, or arising out of the performance of this Agreement, including any and all expense, legal or otherwise, incurred by NPPD or its representatives in the defense of any claim or suit.
- L. Decide whether or not to insure against physical damage to all or any part of the Auburn BPW's property, and Auburn BPW agrees that NPPD and its representatives shall not be liable for and Auburn BPW shall hold harmless NPPD and its representatives from any losses or damage to such property or for expenses incidental to such loss or damage.
- M. Install or cause to be installed all switch(es), control(s) and any other protective equipment necessary to protect the Auburn BPW's generating facilities when said facilities are operating interconnected directly or indirectly with NPPD transmission facilities. If the Auburn BPW's generating facilities are interconnected with the electrical system of another party, and such other electrical system is



interconnected with the NPPD transmission system, the generating facilities are understood to be indirectly interconnected to NPPD's transmission system.

- N. Maintain one telephone number or other mutually agreed upon means of communication that is continuously available and manned for response to NPPD's request for operation of the Auburn BPW's generating facilities. Exhibit IV outlines operating procedures and specifies methods of communication between NPPD and Auburn BPW. Exhibit IV may be revised from time to time as the Parties may agree, except as parts thereof are amended as specifically provided therein.
- O. Perform all functions (testing, record keeping, etc.) as required by standards of the North American Electric Reliability Corporation or its successor organization.

## ARTICLE VII FUEL

- A. **Other Than Natural Gas.** NPPD shall purchase and pay for all fuel which is delivered to Auburn BPW's storage facilities and used in the operation of the Auburn BPW's generating facilities according to the terms and conditions of this Agreement. Such fuel shall meet American Society of Testing Materials (ASTM) or other applicable specifications as recommended by the manufacturer of the equipment or facility in which the fuel is consumed. The storage facilities provided by Auburn BPW have or will have a total storage capacity of 40,000 gallons of diesel fuel and are or will be located at the Auburn BPW's power plant. Auburn BPW agrees to allow NPPD to make periodic inspection of the storage facilities.

In no event shall NPPD own fuel which resides in Auburn BPW's storage facilities, and NPPD assumes no responsibility for said stored fuel, other than reimbursement to the Auburn BPW for the cost to purchase said fuel.

NPPD and its representatives shall not be liable for and Auburn BPW agrees to indemnify and hold harmless NPPD and its representatives from any damage caused to Auburn BPW's boiler(s) or prime mover(s) and related auxiliary equipment by Auburn BPW's fuel.

Auburn BPW shall exercise due care and diligence in the management of its fuel inventory; however, Auburn BPW shall not be liable for the cost to replace fuel in its storage facilities as a result of causes beyond the reasonable control of Auburn BPW, its agents, servants or employees, such as acts of God or the public enemy.

Auburn BPW shall make reasonable efforts to maintain fuel inventories at or above the level specified in Article VI(A). The Auburn BPW shall maintain fuel storage and handling facilities in good repair and in a condition so that they are always usable by NPPD. Damage to or breakage or breakdown of Auburn BPW's fuel storage or handling facilities shall be repaired by Auburn BPW on a timely basis at Auburn BPW's expense. NPPD shall have the option to terminate payments under Article V of this Agreement if Auburn BPW does not repair or replace damaged or otherwise unavailable fuel storage capacity on a timely basis.

Auburn BPW agrees to indemnify and hold harmless NPPD and its representatives from all liability, loss or damage NPPD and its representatives may suffer as a result of claims, demands or judgments against NPPD and its respective representatives for any bodily injury or death to members of the public or the Auburn BPW's employees or for any damage to Auburn BPW's property or facilities or to the property of others caused by Auburn BPW's fuel, including fire or explosion or spillage or leakage or other loss from Auburn BPW's storage or handling facilities.

- B. **Natural Gas.** The Auburn BPW agrees that if and when Auburn BPW is able to obtain natural gas for generation, Auburn BPW shall so notify NPPD pertaining to the availability of natural gas and the anticipated price for such natural gas, and if NPPD requests generation using natural gas as a fuel, Auburn BPW shall utilize natural gas to the maximum extent available. NPPD agrees to pay Auburn BPW, within ten (10) days after receipt of an invoice from the Auburn BPW, billings to the Auburn BPW by Auburn BPW's gas supplier for natural gas utilized for generation, including any minimum billings imposed by gas supplier on natural gas supplied for generation. Auburn BPW shall invoice NPPD for such cost no later than ten (10) days after receipt of invoice from the natural gas supplier. The Auburn BPW shall exercise due care and diligence in the management and procurement of natural gas for its generation.

Auburn BPW agrees to indemnify and hold harmless NPPD and its representatives from all liability, loss or damage NPPD and its representatives may suffer as a result of claims, demands or judgments against NPPD and its representatives for any bodily injury or death to members of the public or Auburn BPW's employees or for any damage to Auburn BPW's property or facilities or to the property of others resulting from or in any way caused by or relating to the use of natural gas or the natural gas installation to the Auburn BPW's facilities.

- C. **Limitation on Use of Fuel.** The Parties agree that in the event the Auburn BPW is prohibited by any court or governmental agency having jurisdiction from utilizing natural gas or diesel fuel, or the Auburn BPW is unable to obtain adequate fuel for the operation of the Auburn BPW's generating facilities, and such prohibition or unavailability of fuel continues for a period of six (6) months, NPPD shall have the right to immediately terminate this Agreement upon written notice to the other Parties.
- D. **System Outage With Auburn BPW Islanded From Electric Grid.** In the instance NPPD is not able to deliver power and energy to Auburn BPW, but Auburn BPW is able to generate to serve its own load, NPPD will be responsible for costs to generate, in accordance with this Agreement. (Wholesale billing will occur as if NPPD delivered the energy under the applicable rate schedule(s))

## **ARTICLE VIII RESPONSIBILITY OF NPPD**

NPPD agrees to notify Auburn BPW when Auburn BPW is to operate its generation facilities, and NPPD agrees to give Auburn BPW as much advance notice of required operation as is feasible under the circumstances then existing.

NPPD agrees to notify Auburn BPW of NPPD's assignment of the NPPD personnel authorized to request Auburn BPW to operate Auburn BPW's generation facilities.

NPPD shall indemnify and save harmless Auburn BPW and its respective representatives from and against all losses and all claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against Auburn BPW and its representatives by reason of any act or omission of NPPD, its agents, servants or employees, in connection with, relating to, or arising out of the performance of this Agreement, including any and all expense, legal or otherwise, incurred by Auburn BPW or its representatives in the defense of any claim or suit.

## **ARTICLE IX MINIMUM OPERATION**

The Parties agree that when NPPD calls upon Auburn BPW to operate all or a part of Auburn BPW's generating facilities to provide energy associated with Usable Capacity, the minimum number of hours of operation which shall be requested shall be two (2) hours for diesel units, unless otherwise mutually agreed.

## **ARTICLE X METERING**

All metering to determine the net generation by Auburn BPW from Auburn BPW's individual generating units shall be installed, owned and paid for by NPPD, as shown on Exhibit V, which is attached hereto and incorporated herein by reference. The net generation output metered shall be considered as a delivery to NPPD on the 115 kilovolt bus (i.e., delivered to the NPPD transmission system, whether directly or indirectly interconnected).

## **ARTICLE XI OPERATING COMMITTEE**

- A. Each Party to this Agreement shall appoint one representative to act on its behalf in matters pertaining to this Agreement, such representatives being referred to collectively as the Operating Committee. Each Party shall advise the other Parties in writing as to its designated representative on the Operating Committee, and at any time a change is made in such designated representative. Any representative may call for a meeting of the Operating Committee at any time and may request personnel from their respective companies to attend such meetings. The Operating Committee shall have no authority to amend or modify any provisions of this

Agreement or to settle payment, indemnification and other monetary or liability disputes.

- B. The Operating Committee shall meet at such times as deemed necessary by the Parties. Written minutes shall be kept for all meetings of the Operating Committee and decisions or agreements made by the Operating Committee shall be unanimous and reduced to writing and signed by all three Parties. The principal responsibilities of the Operating Committee shall be to address any and all operational issues, procedures, disputes, or actions required to carry out the intent of this Agreement, that includes, but not be limited to the following:
  - (a) Establish data requirements and operating record requirements
  - (b) Review the requirements, standards, and procedures for data acquisition equipment, protective equipment and for any other equipment or software
  - (c) Annually review the one (1) year forecast of maintenance and planned outage schedules of each Party's applicable facilities for the performance of this Agreement
  - (d) Coordinate the scheduling of maintenance and planned outages on each Party's facilities that impact the normal operation for the performance of this Agreement
  - (e) Ensure that information is being provided by each Party regarding equipment availability
  - (f) Coordinate the implementation of changes to operating protocols and procedures
- C. If the Parties' representatives are unable to agree on any matters within the jurisdiction of the Operating Committee, such matters shall be referred to the applicable executive officer of each Party for resolution.

## **ARTICLE XII EXISTING AGREEMENT**

The Agreement entitled Capacity Purchase Agreement between the Parties, dated January 1, 2016, as it may be amended, shall be terminated on the effective date of this Agreement and of no further force and effect subsequent to such effective date of this Agreement, and the terms and provisions of this Agreement shall be placed into effect as of such effective date of this Agreement.

## **ARTICLE XIII ASSIGNMENT**

All covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns; provided, however, none of the Parties to this Agreement shall assign or transfer this Agreement in whole or in part without the specific written consent of the other Parties, and no transfer or assignment of all or part of a Party's interest in this Agreement shall operate to give the assignee or transferee the status or rights of another Party hereunder or operate to relieve the transferring or assigning Party of its obligation hereunder, unless otherwise agreed to in writing by the other Parties; and provided, further, that nothing

hereinabove shall prohibit or prevent a Party from transferring or assigning its interests or rights in or under this Agreement, including its rights and status as a Party, to:

- (a) any corporation or other entity acquiring all or substantially all the property of the Party making the transfer, or
- (b) any corporation or entity into which or with which the Party making the transfer may be merged or consolidated.

#### **ARTICLE XIV CAPTIONS**

The captions of the various sections and paragraphs herein are intended for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

#### **ARTICLE XV WAIVERS**

Any waiver at any time by a Party of its rights, or any delay in enforcing its rights, with respect to any default by another Party hereto, or with respect to any other matter arising out of or related to this Agreement, shall not be considered a waiver with respect to any other default or matter.

#### **ARTICLE XVI CONFIDENTIAL INFORMATION**

The Parties hereby deem Article V to constitute confidential information and otherwise not subject to public disclosure, but the Agreement otherwise is not confidential information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives.

**NEBRASKA PUBLIC POWER DISTRICT**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**AUBURN BOARD OF PUBLIC WORKS  
AUBURN, NEBRASKA**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT I**  
**USABLE AND PERFORMANCE ADJUSTED CAPACITY**

Summer is defined as May through October, Winter is defined as November through April, to align with SPP's current resource adequacy regulation seasons of June through September for summer and December through March for winter.

Unit 1, RICE, NG/DIESEL, Installed in 1982, 3 MW of SPP firm NITS, Nameplate Capacity: 2,410 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	06/12/2024	2,150	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			
Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			
Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Unit 2, RICE, NG/DIESEL, Installed in 1949, 1 MW of SPP firm NITS, Nameplate Capacity: 1,000 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	06/12/2024	1,000	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			
Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			

Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Unit 4, RICE, NG/DIESEL, Installed in 1993, 4 MW of SPP firm NITS, Nameplate Capacity: 3,750 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	06/12/2024	3,650	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			
Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			
Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Unit 5, RICE, NG/DIESEL, Installed in 1973, 3 MW of SPP firm NITS, Nameplate Capacity: 3,350 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	06/12/2024	3,300	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			



Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			
Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Unit 6, RICE, NG/DIESEL, Installed in 1967, 3 MW of SPP firm NITS, Nameplate Capacity: 2,750 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	06/12/2024	2,550	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			
Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			
Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Effective Date: January 1, 2026

Superseded Exhibit I dated: N/A

Unit 7, RICE, NG/DIESEL, Installed in 1987, 6 MW of SPP firm NITS, Nameplate Capacity: 5,600 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	06/12/2024	5,177	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			
Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			
Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Approved:

**For NPPD:**

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

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

**For Auburn Board of Public Works, Auburn, Nebraska:**

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

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

Note: The amount of Usable Capacity and Performance Adjusted Capacity is subject to change in accordance with the terms and provisions of the Agreement, and this Exhibit I shall be updated to document such change.

## EXHIBIT II

### **CONTACT INFORMATION**

**Auburn BPW:**

NOTICES/CORRESPONDENCE  
Board of Public Works  
Attention: BPW General Manager  
P.O. Box 288  
Auburn, NE 68305-0288

BILLINGS  
Board of Public Works  
Attention: BPW General Manager  
P.O. Box 288  
Auburn, NE 68305-0288

**NPPD:**

NOTICES/CORRESPONDENCE  
Arthur R. Wiese  
Vice President Energy Delivery  
Nebraska Public Power District  
1414 15th Street  
Columbus, NE 68601  
Email: cadentl@nppd.com

PAYMENTS  
  
Accounting Department  
Nebraska Public Power District  
PO Box 499  
Columbus, NE 68602-0499

**Copy to:**

Contracts Manager  
Nebraska Public Power District  
P.O. Box 499, 1414 15<sup>th</sup> Street  
Columbus, NE 68602-0499, 68601  
Office Phone: (402) 563-5843  
Email: bjcutso@nppd.com

The Customer and NPPD 24 Hour Contact information below is the initial such contact information and such contact information will be coordinated in writing between the Parties.

Customer:    Phone Number:

NPPD:        Doniphan Control Center  
Energy Supply Day Ahead Desk  
M-F (402) 845-5250  
Energy Supply Real Time Operator  
Phone Number (402) 845-5256  
Email: dccndcoordinator@nppd.com

NPPD Call Center  
Phone Number: (877) 275-6773

## EXHIBIT III

**FORM FOR OPERATIONAL AND/OR CAPABILITY TEST DATA**

Operational and/or Capability Test Data																						
Form Completed By: <input style="width: 100%;" type="text"/>	Test Date: <input style="width: 100%;" type="text"/>	Generating Station: <input style="width: 100%;" type="text" value="Please select"/>																				
<i>This date is used to decide if capability test is due.</i>																						
Resource ID: <input style="width: 100%;" type="text" value="Please select"/>	Energy Source: <input style="width: 100%;" type="text"/>	Last Capability Test Date: <input style="width: 100%;" type="text"/>																				
Dry Bulb Temperature: <input style="width: 100%;" type="text" value="0.0"/>	Wet Bulb Temperature: <input style="width: 100%;" type="text" value="0.0"/>	Pressure: <input style="width: 100%;" type="text" value="0.0"/>																				
<i>Deg. F</i>	<i>Deg. F</i>	<i>(Hg)</i>																				
Test Type: <input type="radio"/> Operational <input checked="" type="radio"/> Capability																						
<table style="width: 100%;"> <tr> <td style="width: 50%;">               Season  <input style="width: 100%;" type="text" value="Summer"/> </td> <td style="width: 50%;">               Claimed Summer Capability Rating:  <input style="width: 100%;" type="text"/> </td> </tr> <tr> <td>               Start Time:  <input style="width: 100%;" type="text"/> </td> <td>               End Time:  <input style="width: 100%;" type="text"/> </td> </tr> <tr> <td colspan="2" style="text-align: center; padding-top: 5px;"><i>Select date, then adjust time.</i></td> </tr> <tr> <td>               Barometric Pressure During Test:  <input style="width: 100%;" type="text"/> </td> <td>               Average Ambient (Dry Bulb) Temperature During Test:  <input style="width: 100%;" type="text"/> </td> </tr> <tr> <td style="text-align: center; padding-top: 5px;"><i>Hg</i></td> <td style="text-align: center; padding-top: 5px;"><i>Deg. F</i></td> </tr> <tr> <td>               Time Validation:  <input style="width: 100%;" type="text"/> </td> <td>               Temperature Validation:  <input style="width: 100%;" type="text"/> </td> </tr> <tr> <td>               Average Hourly Gross MWh's Produced During Test:  <input style="width: 100%;" type="text"/> </td> <td>               Average Hourly Station Service MWh's Used During Test:  <input style="width: 100%;" type="text"/> </td> </tr> <tr> <td style="text-align: center; padding-top: 5px;"><i>MWh's</i></td> <td style="text-align: center; padding-top: 5px;"><i>MWh's</i></td> </tr> <tr> <td>               Net Test Result:  <input style="width: 100%;" type="text" value="0.00"/> </td> <td>               Other Adjustments:  <input style="width: 100%;" type="text"/> </td> </tr> <tr> <td style="text-align: center; padding-top: 5px;"><i>MWh's</i></td> <td style="text-align: center; padding-top: 5px;"><i>MWh's</i></td> </tr> </table>			Season <input style="width: 100%;" type="text" value="Summer"/>	Claimed Summer Capability Rating: <input style="width: 100%;" type="text"/>	Start Time: <input style="width: 100%;" type="text"/>	End Time: <input style="width: 100%;" type="text"/>	<i>Select date, then adjust time.</i>		Barometric Pressure During Test: <input style="width: 100%;" type="text"/>	Average Ambient (Dry Bulb) Temperature During Test: <input style="width: 100%;" type="text"/>	<i>Hg</i>	<i>Deg. F</i>	Time Validation: <input style="width: 100%;" type="text"/>	Temperature Validation: <input style="width: 100%;" type="text"/>	Average Hourly Gross MWh's Produced During Test: <input style="width: 100%;" type="text"/>	Average Hourly Station Service MWh's Used During Test: <input style="width: 100%;" type="text"/>	<i>MWh's</i>	<i>MWh's</i>	Net Test Result: <input style="width: 100%;" type="text" value="0.00"/>	Other Adjustments: <input style="width: 100%;" type="text"/>	<i>MWh's</i>	<i>MWh's</i>
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<i>MWh's</i>	<i>MWh's</i>																					
<div style="display: flex; justify-content: space-between;"> <span><input type="button" value="Cancel"/></span> <span><input type="button" value="Submit"/></span> </div>																						

## **EXHIBIT IV**

### **OPERATING PROCEDURES**

#### **NORMAL OPERATING CONDITIONS**

The Auburn BPW's power plant shall not operate until notified by the Energy Supply Operator from the NPPD Doniphan Control Center at Doniphan, Nebraska. The Auburn BPW will then operate per instructions from the Energy Supply Operator.

#### **MINIMUM OPERATION SCHEDULE**

NPPD shall furnish to Auburn BPW at various intervals a schedule of operation by which Auburn BPW shall operate its power plant to help maintain the plant in good operating condition. The frequency of such operation may be scheduled by NPPD on a monthly basis, but shall not be scheduled more frequent than monthly. The Auburn BPW may, with NPPD's concurrence, test the generating units at a less frequent interval, but in no case shall this interval be less frequent than quarterly. Whenever such testing occurs, a minimum of two (2) hours' operation shall be scheduled for each generating unit tested. Upon providing notice to NPPD by 7:00 a.m. of the day prior, and with NPPD's concurrence, the Auburn BPW may operate its generating units at other times and for other purposes (such as providing training for operators) when such operation was not requested by NPPD.

#### **SCHEDULING OF REPAIRS**

For operating purposes, it is necessary for Customer to report to NPPD any outages or derates of any applicable generator, utilizing Attachment 1 to this Exhibit IV. NPPD then may have further obligations to SPP for reporting via SPP's Control Room Operations Window (CROW). NPPD will be responsible for submitting such outage status as Planned (if known at least more than fourteen (14) days in advance or otherwise in accordance with SPP's Reliability Coordinator Outage Coordination Methodology), Maintenance, or Forced.

(a) Scheduling of Planned Outages and Maintenance Outages shall:

- (i) Be conducted in accordance with a Planned Outage Schedule, where applicable. Customer will provide NPPD proposed written Scheduled Maintenance Outage schedule(s) for the generation (each, a "Planned Outage Schedule") on an annual basis, for the next five (5) years for NPPD's submission of such outage schedules to SPP. Customer will make commercially reasonable efforts to accept any requested revisions to the Planned Outage Schedule that NPPD provides by written notice to Customer no later than ten (10) business days from NPPD's status of such outages not having approval from SPP upon NPPD's submission of the applicable Planned Outage Schedule to SPP;
- (ii) Be approved by the SPP, to the extent applicable, and be conducted in accordance with Good Utility Practice;
- (iii) Be of the type that is necessary or desirable to maintain the Customer generation reliably, in accordance with Good Utility Practice;

- (iv) Not occur during the months of June, July, August, September, December, January February, or March except as necessary in accordance with Good Utility Practice or as approved by NPPD; and.
- (v) SPP or NPPD could request the Customer cancel or move an outage at any time given system conditions, where Customer will make commercially reasonable efforts to accommodate any request from NPPD to reschedule any Planned or Maintenance Outage.
- (b) Maintenance Outages shall:
  - (i) Be reported to NPPD no more than fourteen (14) days in advance and at least seven (7) days in advance (or otherwise in accordance with SPP's Reliability Coordinator Outage Coordination Methodology) of when the Maintenance Outage is to occur;
  - (ii) Be approved by the SPP, to the extent applicable, and be conducted in accordance with Good Utility Practice;
  - (iii) Be of the type that is necessary or desirable to maintain the Customer generation reliably, in accordance with Good Utility Practice;
  - (iv) When possible, not occur during the months of June, July, August, September, December, January February, or March except as necessary in accordance with Good Utility Practice or as approved by NPPD; and
  - (v) SPP or NPPD could request the Customer cancel or move an outage at any time given system conditions, where Customer will make commercially reasonable efforts to accommodate any request from NPPD to reschedule any Planned or Maintenance Outage.
- (c) Forced Outages shall:
  - (i) be reported to NPPD no more than seven (7) days in advance and (or otherwise in accordance with SPP's Reliability Coordinator Outage Coordination Methodology) by no later than 7:00 a.m. on the day prior to which such forced outage is to occur, if known; or
  - (ii) within thirty (30) minutes, any change in unit capability shall be reported to NPPD.

## **PLANT HEATING**

During freezing or potentially freezing weather, the plant building and cooling water shall be kept at a temperature to avoid freezing. The cost of operating such equipment shall be the responsibility of the Auburn BPW.

## **EMERGENCY OPERATING INSTRUCTIONS**

If a situation occurs which causes the NPPD power source to be interrupted so that the Auburn BPW is totally without power from NPPD, the Auburn BPW can contact the Doniphan Control Center to obtain permission to operate the Auburn BPW's generation. The Doniphan Control Center System Operator will issue instructions on necessary switching prior to starting generation.

Opening or closing of NPPD switches should be done only after receiving clearance and permission from the NPPD Line Dispatcher at Doniphan/Kearney, Nebraska. Switches should be operated only by previously authorized and properly trained personnel per the Line Switching paragraph of this Exhibit IV.

Should the Auburn BPW be unable to contact both the Doniphan Control Center and the Line Dispatcher due to severance of communication lines, the Auburn BPW may proceed to isolate themselves from the NPPD System by opening and tagging, per previous instructions, Switches # N/A, # N/A and # N/A located at N/A.

## **COMMUNICATION**

Normal or emergency communication between the Auburn BPW and NPPD shall be by telephone. The telephone numbers of Auburn BPW and NPPD are as set forth below. Other mutually agreed means of communication, if applicable, are also provided below.

### **Auburn BPW**

24-Hour Dispatch Phone: (402) 414-0255

Plant Operator Phone: (402) 274-3316, Extension 104

Email: [auburnplant@auburnbpw.com](mailto:auburnplant@auburnbpw.com)

### **Doniphan Control Center**

Energy Supply Phone: (402) 845-5250 – Planning

Energy Supply 24/7: (402) 845-5256 – Real Time Operations

Energy Supply Email: [dccndcoordinator@nppd.com](mailto:dccndcoordinator@nppd.com)

System Operator Phone: (402) 845-5221

System Operator Cell: N/A

System Operator Email: [genop@nppd.com](mailto:genop@nppd.com)

## **LINE SWITCHING**

Line switches shall be opened or closed by properly trained personnel who have been authorized by NPPD. Such personnel are identified as follows:

N/A

Switching procedures shall follow the standard NPPD methods per most current NPPD Doniphan Control Center Instructions (Transmission), as the same may be amended from time to time by NPPD. The NPPD forms required by such instructions shall be used by the Auburn BPW, and such forms will be furnished by NPPD.

**ATTACHMENT 1  
To  
EXHIBIT IV  
FORM FOR GENERATION OUTAGE REQUEST**

Request Date:

Submitted By:

**Plant Information**

Plant Name:

Unit Number:

**Outage Schedule**

Start Date:

Start Time:

End Date:

End Time:

**Work Details**

Description of Work Being Done:

**Additional Notes (if any):**

Please check SPP Outage Maintenance Margin prior to submitting request at:

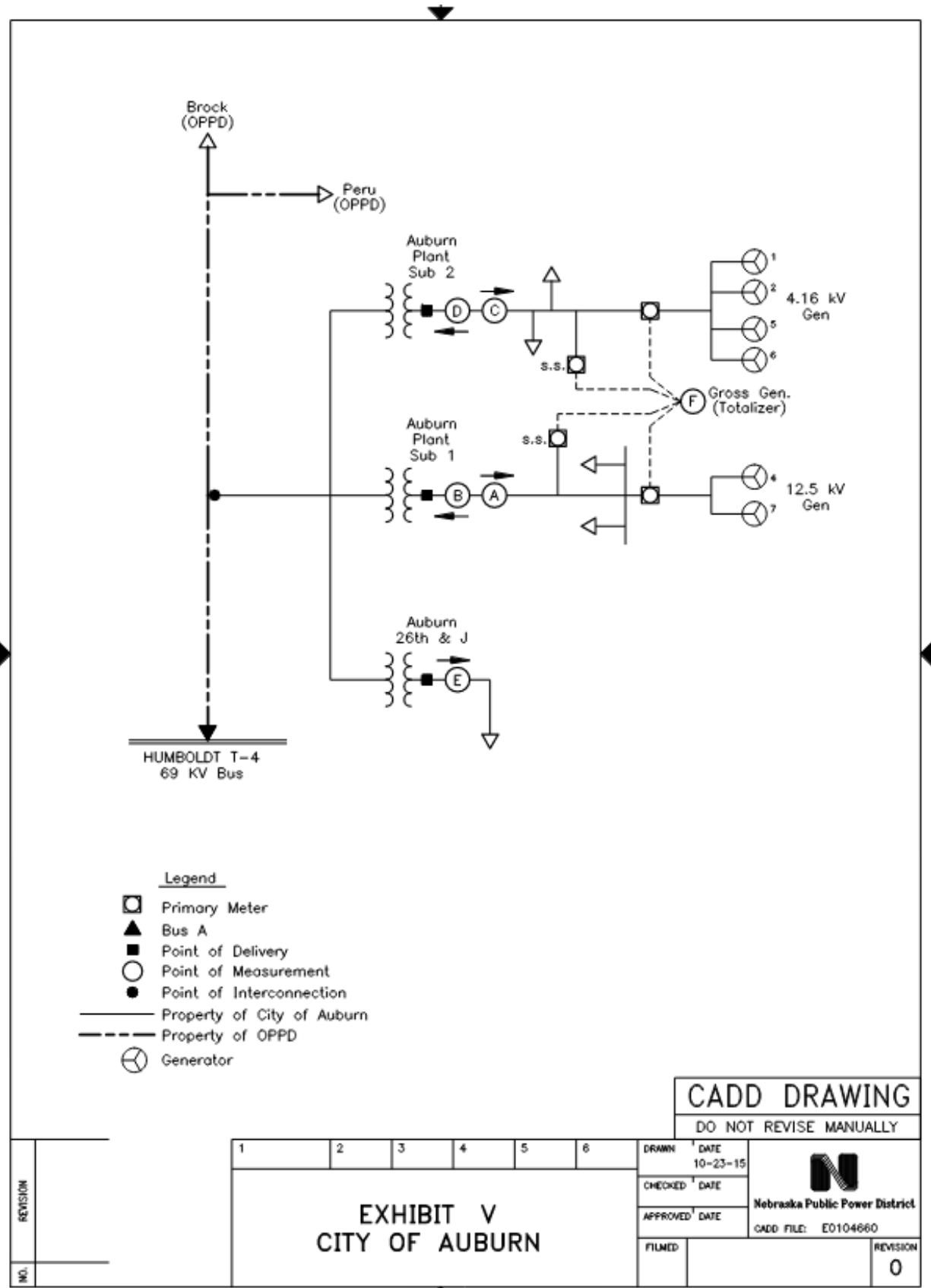
[SPP Portal](#)

Mail To: [DCCNDCoordinator@nppd.com](mailto:DCCNDCoordinator@nppd.com)

Customer will submit the outage request in accordance with Exhibit IV to the Agreement.



EXHIBIT V  
ONE-LINE DIAGRAM



# 2026 WHOLESALE POWER CONTRACT

between

Nebraska Public Power District

and

Auburn Board of Public Works, Auburn, Nebraska

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Exhibits B-1, B-2, B-3, etc., Billing Exhibits
Exhibit C, Contract Rates of Delivery for Western Firm Electric Service
Exhibit D, Western Irrigation Pumping Allocations
Exhibit E, Illustrative Example of the Calculation of Base Monthly Obligations
Exhibit F, Customer Committee Charter
Exhibit G, Example of Treatment of Debt in the Exit Fee Calculation for a New Generation Resource That Requires NPPD Notice to Customers
Exhibit H, Illustrative Example of the Stranded Cost Calculation for a Hypothetical Power Purchase Agreement
Exhibit I, Illustrative Example of the Accumulation of Production Debt Offsets and Performance Credits
Exhibit J, Illustrative Example of Exit Fee Calculation Results and Allocation Among Customers
Exhibit K, Example of Data Used in Calculating Customer's Final Exit Fee Amount

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## 2026 WHOLESALE POWER CONTRACT

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THIS 2026 WHOLESALE POWER CONTRACT (Contract) is made and entered into effective the 1<sup>st</sup> day of January, 2026, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and Auburn Board of Public Works, Auburn, Nebraska, a municipal corporation and political subdivision of the State of Nebraska (Customer), each sometimes hereinafter referred to singularly as “Party” and collectively as “Parties.”

### RECITALS

WHEREAS, NPPD owns and operates electric generating facilities together with a transmission system and is engaged in the generation, purchase, transmission and sale of electric power and energy:

WHEREAS, Customer operates an electric distribution system(s) and is engaged in the purchase, distribution and sale of electric power and energy, and desires to purchase its electric power and energy requirements on a wholesale basis from NPPD;

WHEREAS, the Parties recognize that this wholesale power contract is a vital part of their long-term relationship and joint strategy, and the existing 2016 Wholesale Power Contract between the Parties that was effective January 1, 2016, (2016 Contract) expires on December 31, 2035;

WHEREAS, the Parties desire to set forth terms and conditions to extend their long-term relationship and joint strategy with this Contract through December 31, 2060; and

WHEREAS, the Parties have identified the need to have flexibility in the wholesale power contract in order to provide a variety of energy products.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed as follows:

### ARTICLE 1 GENERAL PROVISIONS

**Section A, Definitions.** The following terms shall have the meanings hereinafter set forth unless the context shall clearly indicate otherwise, to-wit:

1. **Billing Exhibit(s)** - Exhibit(s) shall be provided for wholesale power service to the Customer showing characteristics of service, Point(s) of Delivery, Point(s) of Measurement, delivery voltage, metering, loss factors, and special conditions (if any) applicable to the service provided. Exhibit(s) showing the foregoing matters shall be

collectively numbered "B-1", "B-2", "B-3", and upwards consecutively. Exhibits may be added, deleted, or revised from time to time by mutual agreement of the Parties hereto and, when properly executed by the duly authorized officers or agents of the Parties, shall become a part of this Contract.

2. **Calendar Year** - A period of twelve (12) consecutive months commencing on January 1 of said year and extending through December 31 of said year.
3. **Cost-Based Rate** – Rates which, when applied to the forecasted billing units for the General Firm Power Service and Special Power Products, are intended to meet the respective estimated revenue requirements for the study period defined in Article 2, Section E. Specific rate designs may utilize methods other than average embedded costs.
4. **Customer** - Any municipality, public power district (including the NPPD Retail Division) or cooperative that purchases General Firm Power Service and Special Power Products from Nebraska Public Power District at wholesale for resale under this Contract.
5. **Demand** - The number of kilowatts (kW) delivered at any point during any specified period of time, as set forth in the applicable wholesale rate schedules, as may be modified from time to time.
6. **Distributed Generation** – A generator or electrical power device designed to produce electrical energy on the End-Use Customer's side of the meter, as allowed under and subject to the provisions of the General Firm Power Service Rate Schedule, and which shall be used for such things as load serving, voltage control and distribution augmentation.
7. **Distributor** - An entity that purchases demand and energy on a wholesale basis from the Customer for purposes of resale to the end-use loads it serves and that does not contract directly with NPPD for its purchase of demand and energy as a Customer under this Contract nor as a purchaser under a separate other wholesale power contract with NPPD. For purposes of this Contract, members of the Nebraska Electric Generation and Transmission Cooperative, Inc., shall not be deemed to be Distributors.
8. **End-Use Customer** - A customer served at retail by Customer or Distributor, and whose demand and energy requirements are supplied by the Customer.
9. **Energy** – The number of kilowatt hours (kWh) delivered at any point during any specified period of time, as set forth in the applicable wholesale rate schedules, as may be modified from time to time.
10. **General Firm Power Service** – An NPPD general production pricing product (excluding transmission) purchased by the Customer under a Cost-Based Rate to meet the firm Demand and Energy requirements of its End-Use Customers, including firm Demand and Energy requirements of Distributors, and exclusive of (i) Special

Power Products, (ii) demand and energy purchased from third parties, as allowed under this Contract, (iii) demand and energy purchased by the Customer from Western Area Power Administration (Western) pursuant to Article 2, Section B, and (iv) any Demand and Energy requirements served by Distributed Generation pursuant to Article 2, Section D.

11. **General Firm Power Service Rate Schedule** – The NPPD wholesale rate schedule specifying the rates, terms, conditions, and other provisions of service for Customers.
12. **Loss Adjustment** – It is understood that there are power and energy losses that occur in the transmission and transformation of energy in kWh and demand in kW from the point on the transmission system where rates are based (as specified in the wholesale rate schedules applicable to this Contract) to the Point(s) of Measurement. The losses between those points shall be calculated in a manner agreed upon between NPPD and the Customer. All loss factors shall be shown on the appropriate Billing Exhibit and may be revised from time to time with changes in load and facility characteristics.
13. **Outstanding Production Debt** – Outstanding Production Debt shall be defined in Article 2, Section H.
14. **Point(s) of Delivery** - The point(s) of interconnection of the transmission or subtransmission system with Customer's system, where Demand and Energy are delivered to the Customer, as identified on the appropriate Billing Exhibit.
15. **Point(s) of Interconnection** – The point(s) at which the electric systems of the Parties are connected, as identified on the appropriate Billing Exhibits.
16. **Point(s) of Measurement** - The point(s) where Demand and Energy are metered for the purpose of billing, as set forth on the appropriate Billing Exhibits.
17. **Public Power Entity** – A non-profit organization engaged in the business of purchasing, generating, transmitting and/or distributing electric power and energy.
18. **Qualifying Local Generation (QLG)** - A generator (or group of generators) directly connected to the NPPD transmission system, indirectly interconnected to the NPPD transmission system through Customer's subtransmission or distribution facilities and/or otherwise interconnected behind the meter used by NPPD for determining the Customer's wholesale power bill that is not classified by NPPD as Distributed Generation. If such generators are not registered in the Southwest Power Pool integrated marketplace, then they must also be located and interconnected such that their output will reduce NPPD's purchases from the Southwest Power Pool integrated marketplace to serve NPPD's load. If such generators are registered in the Southwest Power Pool integrated marketplace, then they must be registered by NPPD or NPPD's designated market participant and must be located within the wholesale or retail service area of NPPD or of any other Customer taking service under this Contract. For such market registered generators, NPPD shall receive and retain all compensation from SPP for market settlements associated with the generator, and

NPPD shall have the exclusive rights to claim the entire capacity of the generator for SPP Resource Adequacy purposes. Such generators must utilize as their energy (fuel) source, renewable resources such as biofuels, wind, solar, hydropower, or geothermal resources, or must satisfy the criteria for qualifying status for small power production facilities as set forth in FERC's regulations (18 CFR Part 292, as amended) and have either followed the FERC's self-certification process or have applied for and received FERC certification as a qualifying facility. The aggregate AC nameplate rating of all such generators (and/or AC nameplate rating of the inverters for those generators that produce DC power) shall be used in determining the applicable requirements and provisions included in this Contract.

19. **Rate Stabilization Account or Accounts** – Financial record-keeping account or accounts established by NPPD against which surplus or deficit net revenues resulting from General Firm Power Service and Special Power Products are credited to or charged, respectively, each Calendar Year. Such amounts in the Rate Stabilization Account or Accounts will be applied as adjustments to revenue requirements in future years pursuant to Article 2, Section E.
20. **Special Power Products** - Optional production pricing products tailored and designed to meet the specific needs and requirements of specific End-Use Customer groups.
21. **Transmission Rate Schedule** – An NPPD-approved schedule of rates, charges, terms and conditions for transmission and ancillary services. This schedule shall apply to all Customers. The rates and charges included in this schedule shall be set to recover the transmission and ancillary service costs that NPPD incurs from its own system and/or the system of its transmission service provider, as well as NPPD's related administrative costs. The Transmission Rate Schedule is separate and distinct from NPPD's transmission service provider's tariff.
22. **Western** - The Western Area Power Administration, which assumed power marketing and transmission functions of the United States Bureau of Reclamation.
23. **Western UGPR Contract** - The contract between the United States of America (acting through Western Upper Great Plains Region, Department of Energy) and NPPD, executed December 8, 2020, the terms and conditions of which became effective on January 1, 2021, as amended or supplemented, or as it may be renewed, extended or replaced, for the sale of Pick-Sloan Missouri Basin-Eastern Division project power by Western to NPPD and other preference eligible entities (as defined in said Western UGPR Contract) in Nebraska, and other related matters. Defined terms in the Western UGPR Contract, as also used in this Contract regarding the Western UGPR Contract, shall have the same meaning as set forth in the Western UGPR Contract.

**Section B, Term of Contract and Eligibility.** This Contract shall become effective on January 1, 2026, and shall have a term of thirty-five (35) years, and shall terminate effective December 31, 2060. A Customer may terminate this Contract earlier

by providing required notice to NPPD and paying the exit fee per the provisions of Article 2, Sections G and H.

Except as otherwise provided in this Section B, NPPD shall have the right to offer this Contract to any potential Customer who has not signed this Contract by the effective date of this Contract, provided such offer is approved by a super majority of the Customer Committee. However, NPPD's future power resource planning shall be based primarily on the loads of those Customers who sign this Contract and those customers under existing wholesale power contracts which existed as of the effective date of this Contract, for the remainder of the terms of those contracts. No Customer shall have the right pursuant to this Contract, unless approved by the NPPD Board and a super majority of the Customer Committee, to sell power to any wholesale customer of NPPD existing on the effective date of this Contract, who has not otherwise signed this Contract as of such date.

In the event a Distributor is purchasing, on or before the effective date of this Contract, from a Customer, on a wholesale basis, its total monthly demand and energy requirements, exclusive of demand and energy purchased by the Distributor from Western, and such Distributor's contract with Customer expires or is terminated during the term of this Contract, then (i) if such Distributor desires to renew or continue its service with Customer under a new contract such renewal or continuance shall not be subject to approval of the Customer Committee, or (ii) if such Distributor does not desire to renew or continue its service with Customer under a new contract, NPPD shall have the right, subject to the limitations of any then existing Wholesale Service Area Agreement(s) between the Parties, to offer this Contract, and such offer shall not be subject to approval of the Customer Committee.

In the event a prospective Distributor is not purchasing, on or before the effective date of this Contract, from NPPD, on a wholesale basis, its total monthly demand and energy requirements, exclusive of demand and energy purchased by the prospective Distributor from Western, and such prospective Distributor desires to purchase such requirements, subsequent to the effective date of this Contract, from a Customer, such purchase shall require approval by a super majority of the members of the Customer Committee; provided, however, once such approval has been given, if such Distributor's contract with the Customer expires or is terminated during the term of this Contract, then (i) if such Distributor desires to renew or continue its service with Customer under a new contract, such renewal or continuance shall not be subject to approval of the Customer Committee, or (ii) if such Distributor does not desire to renew or continue its service with Customer under a new contract, NPPD shall have the right, subject to the limitations of any then existing Wholesale Service Area Agreement(s) between the Parties, to offer this Contract to such Distributor, and such offer shall not be subject to approval of the Customer Committee, subsequent to the effective date of this Contract, such purchase by Distributor of demand and energy from a Customer will be subject to then-current NPPD policies and procedures for adding new load, if applicable.

**Section C, Billing.** Customer shall be assessed for all Demand and Energy purchased and provided hereunder at the rates specified under the applicable General Firm Power Service, Special Power Products, and Transmission Rate Schedules. Current



copies of said rate schedules are attached as exhibits (Exhibit A) and made a part hereof by reference. In the event any of the rate schedules applicable to this Contract are amended, or in the event new rate schedules applicable to this Contract are developed and approved, all in accordance with the notification and hearing process provisions of Article 2, Section C, NPPD shall provide copies of such rate schedules to the Customer, without the necessity of a formal amendment to this Contract. All bills for Demand and Energy will be on a monthly basis and will be provided by NPPD to the Customer as soon as reasonably practicable after the end of the billing period, it being recognized that partial billings may be submitted in the event that portions of the billings may require additional time to prepare. All such billings, including partial billings, shall be due and payable by the Customer within fifteen (15) calendar days from the date the billing is rendered, whether or not the Customer disputes all or a portion of the billing; provided, however, if such due date of any bill falls on a Saturday, Sunday or holiday observed by either Party, the following business day shall then become the due date. All bills shall be deemed rendered on the postmark date if deposited in first class mail, properly addressed, with postage prepaid. Failure to receive a bill mailed to the Customer shall not relieve the Customer from liability for payment. If other means of bill delivery to the Customer is used, such bill shall be deemed rendered upon receipt by the Customer. All bills shall be deemed paid on the postmarked date if deposited in first class mail, properly addressed to NPPD, with postage prepaid. If other means of bill payment to NPPD is used, such bill shall be deemed paid upon receipt of payment by NPPD.

All bills shall show the amounts of Demand and Energy provided during the billing period by NPPD to the point on the transmission system at which rates are based, as identified in the wholesale rate schedules applicable to this Contract, and shall clearly set forth the computations and other factors essential to the calculation of the amount due in accordance with the applicable rates and charges. Additionally, if NPPD is furnishing or arranging for the transmission and/or subtransmission and/or ancillary services necessary for delivery from the inlet of the transmission system to the Point(s) of Delivery, the cost of arranging and providing any such services shall also be included in the Customer's monthly bill.

In the event the Customer desires to dispute all or any part of a billing submitted by NPPD pursuant to this Contract, the Customer shall nevertheless pay the full amount of the billing when due and payable and shall give NPPD written notice of the dispute, which notice shall fully describe the basis for the dispute and shall set forth a detailed statement of disputed issues, the amount thereof in dispute, and the relief sought by the Customer. Customer shall not be entitled to any adjustment on account of disputed charges for which full payment by Customer, if applicable, has not been made and for which notice has not been given, both in accordance with this Section C, nor shall Customer be entitled to any adjustment on account of disputed charges for any time periods prior to the three (3) years immediately preceding the date of the written notice of dispute.

In the event NPPD determines that a previously submitted billing under this Contract is in error, and NPPD desires to perform an adjustment(s) to any part of such previously submitted billing for purposes of correcting said billing error, NPPD shall give written notice to Customer, which notice shall fully describe the amount and basis of said

adjustment(s). NPPD shall not be entitled to reimbursement from Customer for any billing adjustment for which NPPD has not given notice in accordance with this Section C, nor shall NPPD be entitled to reimbursement from Customer for any adjustments to billings for any time periods prior to the three (3) years immediately preceding the date of the written notice of billing error.

If the resolution of a dispute regarding a billing or billing adjustment results in a refund or reimbursement to either Party, there shall be added to the refund or reimbursement an amount for interest thereon. In the case of a billing refund to Customer, such interest shall accrue on the amount to be refunded, from the date of payment of the disputed amount or receipt of the notice of dispute, whichever is later, until the date upon which refund is made in full. In the case of a reimbursement of monies to NPPD for a billing adjustment, such interest shall accrue on the amount to be reimbursed, from the due date of the adjustment until the date upon which reimbursement is made in full. Interest shall accrue at an annual interest rate that is one percent (1%) less than the lowest United States prime rate of interest published on that day (or the last previous publication day if not published on that day) in The Wall Street Journal. Such interest calculation shall be on the basis of actual days and a three hundred sixty-five (365) day Calendar Year.

In the event the Customer fails to make payment in full of each bill when due and payable, including partial or corrected billings, the Customer shall pay to NPPD interest on the amount due. Such interest shall accrue on any amount due from the date payment was due until the date upon which payment of the unpaid balance of the billing is made in full, in accordance with the provisions of this Section C.

**Section D, Reports.** Customer will furnish, or cause to be furnished to, NPPD such information as is necessary for making any computation required pursuant to this Contract and the Parties will cooperate in exchanging such additional information as may be reasonably necessary for their respective operations.

**Section E, Confidentiality.** The Parties understand that information contained in documents or other means of recording information, both written and verbal, will be shared between the Parties from time to time under the terms of this Contract. In the event any such information is deemed by the producing Party to be confidential in nature, the producing Party shall so designate such information, and the receiving Party agrees that any information so designated shall not be disclosed in any form to any other person or entity without the prior written consent of the Party producing the information unless disclosure is required by law.

**Section F, Loss Adjustment.** All adjustments for Demand and Energy losses as may be required shall be made by using factors set forth in the applicable rate schedule. Customer's specific loss factors will be documented on the appropriate Billing Exhibit.

**Section G, Metering and Meter Testing.** NPPD shall furnish, install, maintain and test at Points of Measurement, or cause to be furnished, installed, maintained and tested, the necessary meters for determining the amounts of Demand and Energy supplied to the Customer.

**Section H, Responsibility for Property.** Unless otherwise agreed, all meters and other facilities furnished by NPPD and installed on Customer's property, shall be and remain NPPD's property, and all meters and other facilities furnished by Customer and installed on NPPD's property, shall be and remain Customer's property. The respective owners of the meters and other facilities shall be responsible to maintain such meters and other facilities, unless otherwise agreed. Customer agrees that NPPD has the right of access to Customer's premises at all reasonable times in order to read, test, repair, renew, exchange or remove such meters and other facilities. Customer shall have similar right of access to NPPD's property with respect to meters and other facilities furnished and installed by Customer on NPPD's premises. Customer shall exercise due care to protect NPPD's property located on Customer's premises, and NPPD shall exercise due care to protect Customer's property located on NPPD's premises.

**Section I, Balancing of Loads.** Customer shall, at all times, take and use power in such manner that the load of Customer at its own system inlet will not be unbalanced between phases more than ten percent (10%). If the load is unbalanced more than ten percent (10%), NPPD reserves the right to require Customer, at Customer's expense, to make the necessary changes to correct such conditions.

**Section J, Continuity of Service.** NPPD, at all times, will exercise reasonable care and diligence in operating its system so as to furnish the Customer, as nearly as practicable, a continuous supply of Demand and Energy. If NPPD shall be prevented from providing the Demand and Energy herein contracted for, because of injuries to, or breakdown of, its generating, transmission, or distribution facilities or other equipment, or for necessary repairs thereto, or because of acts of God, or the public enemy, strikes, labor troubles, fire, riot, flood, lightning, storm, civil disturbances, war, or the consequences thereof, action of public authorities, litigation, or any other act or thing which is beyond its reasonable control, such interruptions shall not constitute a breach of this Contract, nor shall a cause of action for damages against NPPD accrue to the said Customer, or any of its inhabitants, and the Customer shall save NPPD harmless from any and all such claims, provided that NPPD shall proceed with diligence to restore service as soon as practicable after receiving notice of interruption or failure.

**Section K, Right of Way.** Customer agrees to grant, on reasonable terms, any easement or other rights across property owned or controlled by Customer for NPPD to construct, operate and maintain electric lines or facilities which are necessary to furnish Demand and Energy hereunder. NPPD agrees to consult with Customer regarding the location of any such lines or facilities on Customer's property prior to the granting of any easement or rights.

**Section L, Wholesale Sales Cooperation.** The Parties agree that during the term of this Contract, unless mutually agreed otherwise by the Parties, neither NPPD nor Customer will serve or offer to serve at wholesale (for resale) any wholesale loads presently served by the other. If Customer so desires, NPPD and Customer shall agree to execute and place on file with the Nebraska Power Review Board (NPRB), as soon as practicable, Wholesale Service Area Agreement(s) identifying the wholesale service

areas of the Customer, and to seek NPRB approval of such agreement(s) subsequent to their filing.

**Section M, Wholesale Power Contract.** References to "this Contract" herein are understood to mean the 2026 version of NPPD's wholesale power contract. Under this Contract, Customers purchase the entire amount of Demand and Energy required to serve their End-Use Customers, except as otherwise provided in Article 2, Section A, during the term of this Contract. This Contract shall be the "standard Wholesale Power Contract" referenced in NPPD's Professional Retail Operations Agreements and Distribution System Lease Agreements.

**Section N, No Third-Party Beneficiaries.** The Parties specifically disclaim any intent to create rights in any person as a third-party beneficiary through this Contract.

**Section O, Severability.** If any provision of this Contract is determined to be invalid, void, or unenforceable by the Platte County District Court of the State of Nebraska, such determination shall not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Contract.

**Section P, Governing Law.** This Contract is entered into in the State of Nebraska and it shall be governed, interpreted and controlled by the laws of said state.

## ARTICLE 2 PRODUCTION

**Section A, Options for Customer.** Except as otherwise provided in this Section A, NPPD will have an obligation to furnish and the Customer will have an obligation to take and pay for the entire amount of Demand and Energy needed to serve the aggregated requirements of the Customer's End-Use Customers, as well as the total Demand and Energy requirements of other Distributors supplied by the Customer at wholesale. Such obligation shall be exclusive of demand and energy purchased by the Customer from Western pursuant to Article 2, Section B, and any Demand and Energy requirements served by and allowed for under the wholesale rate schedules pursuant to Article 2, Section D. A Customer may not purchase General Firm Power Service and/or Special Power Products for resale to another electric Distributor, unless that Distributor is a total requirements customer of the Customer, excluding demand and energy purchased by the Distributor from Western.

### **Capping Guidelines and Base Monthly Obligations:**

A Customer may cap its purchase of Demand and Energy requirements under this Contract by providing proper written notice to NPPD as provided hereinafter. A Customer may provide written notice to NPPD to cap their purchases under this Contract at any time after January 1, 2032. NPPD shall provide to the Customer written confirmation that such notice was received within ten (10) business days of receipt of written notice from the Customer. Capping of purchases will be effective at the end of the day on the first December 31<sup>st</sup> which is at least thirty-six (36) months following NPPD's receipt of the

Customer's written notice ("Capping Date"). The earliest Capping Date for a Customer is December 31, 2035. By way of example, if a Customer provides written capping notice to NPPD on September 6, 2035, then the Capping Date for such Customer is December 31, 2038. Once a Customer's capping notice is provided to and subsequently confirmed in writing by NPPD, it becomes binding. There is no exit fee charged to a Customer that elects to cap its purchases from NPPD under this Contract, unless the Customer subsequently provides notice to exit.

At the time a Customer provides capping notice, they shall also notify NPPD of their selection for fulfilling various roles and meeting the associated responsibilities in the Southwest Power Pool (or subsequent regional transmission organization, reserve sharing pool, energy market, etc. in which NPPD participates) for their load on and after the Capping Date. Such roles and responsibilities currently include, but are not limited to, market participant, meter agent, load responsible entity, and transmission customer. The Customer shall select from the following three (3) options for fulfilling such roles and meeting all associated responsibilities and shall notify NPPD of their selection including, if applicable, the name of the third party selected by the Customer:

- (i) NPPD continues to fulfill all roles for 100% of Customer's load
- (ii) Customer selects a third party to fulfill all roles for 100% of Customer's load
- (iii) The roles are split between NPPD (for the NPPD-supplied portion of Customer's load) and a third party selected by the Customer (for the remainder of the Customer's load)

NPPD and Customer (and, if applicable, the third party selected by the Customer to fulfill these roles and meet the associated responsibilities for all or a portion of the Customer's load after the Capping Date) shall enter into a written agreement at least six (6) months prior to the Capping Date. Such agreement will specify the terms, conditions, roles, and responsibilities of all parties necessary to implement the capping arrangement while meeting all then-current requirements of the Southwest Power Pool (or subsequent organization(s) in which NPPD participates). Such agreement shall also include details of the compensation Customer shall provide to NPPD for NPPD's provision of those services and/or for meeting Southwest Power Pool requirements due to the Customer's decision to cap purchases under this Contract where such costs are not included and recovered through NPPD's wholesale rates.

For a Customer that elects to cap its purchases from NPPD, NPPD and Customer shall establish the maximum amount of Demand and Energy which NPPD will have an obligation to provide and, if received by Customer, which the Customer will have an obligation to pay for in any month. If the Customer so elects to cap its purchase of Demand and Energy requirements, it must do so, as provided hereinafter, for each month in the Calendar Year. NPPD shall establish a "Base Monthly Demand Obligation" ("BMDO"), a "Base Monthly Energy Obligation" ("BMEO"), and a "Base Monthly Maximum Hourly Energy Obligation" ("BMMHEO") for each such month, which shall be utilized to determine the Customer's future obligation for Demand and Energy purchases from NPPD. Such calculation of such Base Monthly Obligations shall be set forth in an executed exhibit between NPPD and the Customer, which exhibit shall be attached hereto and incorporated herein by reference.



The BMDO for each month shall be established (subject to the adjustments specified later in this section) as the amount of Demand, in kilowatts, equal to the average of the Customer's Demand requirements billed under the provisions of and at the production demand rates stated in the GFPS Rate Schedule and provided by NPPD during such month in each of the three (3) Calendar Years prior to the Capping Date. The monthly BMDO establishes the limit for the demand value eligible for use in determining the GFPS billing demand for the Customer in that corresponding month after the Capping Date. The monthly BMDO also establishes the limit for the hourly GFPS billing energy for the Customer during the hour(s) utilized to bill the Customer the GFPS production demand charge in the corresponding month.

The BMEO for each month shall be established (subject to the adjustments specified later in this section) as the amount of Energy, in kilowatt hours, equal to the average of the Customer's Energy requirements billed under the provisions of and at the production energy rates stated in the GFPS Rate Schedule and provided by NPPD during such month in each of the three (3) Calendar Years prior to the Capping Date. The monthly BMEO establishes the limit for the total GFPS billing energy for the Customer for that corresponding month after the Capping Date. If the sum of the monthly hour-by-hour calculations of the NPPD-supplied portion of the Customer's total actual monthly energy exceeds this monthly BMEO, NPPD will apply a uniform adjustment factor to all hours of the month so that the NPPD-supplied energy does not exceed the BMEO.

The BMMHEO for each month shall be established (subject to the adjustments specified later in this section) as the amount of demand, in kWh per hour, equal to the average of the Customer's maximum energy usage provided by NPPD in any single hour (excluding hours utilized for determining the Customer's GFPS production billing demands) during such month in each of the three (3) Calendar Years prior to the Capping Date. The monthly BMMHEO establishes the limit after the Capping Date for the hourly GFPS billing energy for the Customer during all hours of that corresponding month that are not capped by the BMDO.

When calculating the Customer's hourly load for use in determining the BMDO, BMEO, and BMMHEO amounts, the Customer's total metered load shall be adjusted as follows to:

- (i) Include the metered amount of any Qualifying Local Generation utilized by the Customer to offset the Customer's purchase of Demand and Energy under this Contract under the provisions of this Section A.
- (ii) Exclude (a) both demand and energy supplied by Western to the Customer (and Customer's Distributors, as appropriate), or (b) if Customer has such allocations and contracts directly with Western for such allocations on or before the Capping Date, exclude the demand and energy supplied by Western, as identified in Exhibits C and D, to the Customers through NPPD, which is allocated by NPPD to the Customer.
- (iii) Exclude the Customer's load taking service under certain Special Power Products where the participating End-Use Customer's load is carved out from the remaining Customer load and billed to the Customer separately

under the provisions of such Special Power Product Rate Schedule. This exclusion will only apply when service under the applicable Special Power Product continues beyond the Capping Date. Current examples of such Special Power Products include the Standby, Large Customer Interruptible, Large Customer Market-Based, and the Interruptible Market-Based Rate Schedules. Since such excluded loads are not subject to capping, the Customer will continue to purchase Demand and Energy from NPPD under this Contract to serve the total load of an End-Use Customer taking service under these Special Power Products after the Capping Date even if service under such Special Power Product subsequently ends.

If the GFPS rate structure and/or the basis for determining the GFPS production billing demand(s) change during the term of this Contract, then NPPD and a Customer who has capped their purchases of Demand and Energy under this Contract shall agree on any revisions necessary to the calculation of, and application to billing under the GFPS Rate Schedule of, the Customer's BMDO, BMEQ, and BMMHEQ amounts.

Exhibit E provides an illustrative example of the calculation of a BMDO, BMEQ, and BMMHEQ for the scenario where the Customer has allocations under Exhibits C and D and contracts directly with Western for such allocations effective on the Capping Date. In no event shall the Customer's obligation to take and pay for Demand and Energy in any month exceed the actual Demand and Energy delivered hereunder, except for any minimum ratchet Demand and Energy quantities, the billing for which is specified in the then-current wholesale rate schedules.

**Qualifying Local Generation:**

Customer shall have the right, upon not less than three (3) months written notice, to utilize Qualifying Local Generation to offset the Customer's purchase of production Demand and Energy under this Contract. The Customer shall have a kW allowance for Qualifying Local Generation that can be utilized for such billing unit offset purposes ("Allowance for QLG Offsets") equal to an aggregate nameplate rating of up to two (2) MW or ten percent (10%) of the Customer's "Reference Demand", whichever is greater, subject to a maximum cap of fifty percent (50%) of the Customer's "Reference Demand". The Customer shall provide written notice to NPPD of all new (once the Customer has committed to its installation or contracted for its purchase) Qualifying Local Generation that is to be utilized for such offset, and provide details on the size, fuel type, and interconnection location. Any Qualifying Local Generation (operating prior to the effective date of this Contract) which a Customer is utilizing for offset purposes under the provisions of the NPPD General Firm Power Service Rate Schedule will be included in the calculation for the Qualifying Local Generation offset allowed for under this Contract. In addition, the Customer shall provide NPPD, upon request, with hourly metered data for Qualifying Local Generation for NPPD's use in calculating the Customer's wholesale power bill under this Contract. The "Reference Demand" of the Customer at a given point in time shall be equal to the average of the annual highest total NPPD-supplied Demands of the Customer recorded during any hour in each of the previous five (5) Calendar Years, excluding the non-firm service portion of the Customer's loads taking service under applicable Special Power Product Rate Schedules (e.g. Large Customer Interruptible



Rate Schedule). When the ten percent (10%) and fifty percent (50%) limits apply, a specific new Qualifying Local Generation resource may be utilized by the Customer for offset purposes during the term of this Contract provided that, at the commercial operation date of such new Qualifying Local Generation resource, the Customer's total aggregate amount of Qualifying Local Generation utilized for offset purposes (including such new resource) is at or below the applicable 10% or 50% level of their Reference Demand.

Multiple Customers may participate jointly in an individual Qualifying Local Generation project. In such situations, the participating Customers must jointly provide not less than three (3) months written notice to NPPD of the details of the arrangement, including the individual Customer percentage shares of the output of such project. NPPD shall utilize such percentage shares in allocating the hourly output of such project to the participating Customers for use in determining the NPPD wholesale power bill for each Customer in accordance with the provisions and requirements of this Contract, the General Firm Power Service Rate Schedule, and applicable Special Power Product Rate Schedules.

A Customer may transfer all or a portion of their Allowance for QLG Offsets to another Customer. All Customers involved in such transfer arrangements must jointly provide not less than three (3) months written notice to NPPD of the details of the arrangement, including the kW amount(s) transferred among Customers, the term of the arrangement, and any other information necessary for NPPD to be able to accurately determine and track the total Qualifying Local Generation kW available for billing unit offset purposes for each individual Customer. When a transfer arrangement expires or is cancelled, the transferred kW amount(s) will return to the original Customer. NPPD will review all existing Qualifying Local Generation installations of the Customers involved when such transfer arrangement ends and determine the treatment of the output of such Qualifying Local Generation going forward for each Customer in accordance with the provisions and requirements of this Contract, the General Firm Power Service Rate Schedule, and applicable Special Power Product Rate Schedules.

Customer agrees to allow NPPD to include, in NPPD's generation portfolio, recognition for any renewable/environmental attributes of the energy produced on Customer's behalf pursuant to the Qualifying Local Generation provisions of this Contract. NPPD's right to receive recognition for such attributes is contingent upon NPPD and Customer agreeing to the amount of compensation to be paid by NPPD to Customer for such attributes. Customer agrees to grant NPPD a right of first refusal to negotiate and purchase any such attributes, except such right of first refusal shall not apply if such attributes are sold by Customer directly to End-Use Customer(s).

**Section B, Western.** This Contract has been entered into on the express understanding that NPPD shall keep in effect the Western UGPR Contract, including any amendments and exhibits thereto, during the term of such contract, providing, among other things, for the purchase of (1) firm electric service, as detailed in Exhibit C (currently 101,637 kW), (2) seasonal firm electric service, as detailed in Exhibit D (currently 47,402 kW), which shall be furnished during the summer season each year and which has been designated by NPPD under its wholesale power contracts for irrigation pumping, (3) summer season firm peaking power service, as detailed in Exhibit A of the Western UGPR

Contract (currently 286,994 kW), where Exhibit D details the amount (currently 51,697 kW) of which has been designated by NPPD under its wholesale power contracts for irrigation pumping, and (4) winter season firm peaking power service, as detailed in Exhibit A of the Western UGPR Contract (currently 69,928 kW), as such amounts may be revised from time to time pursuant to the provisions of the Western UGPR Contract and this Section B. The definitions of firm electric service, seasonal firm electric service, firm peaking power service, winter season and summer season, preference customer and preference eligible entity shall all be as defined in the Western UGPR Contract. In the event its preference customer status would change, NPPD will, upon becoming knowledgeable that such change is pending, notify Western of such pending change and pursue with Western a process to provide for the continued receipt of benefits by Customers who remain preference eligible entities, all in accordance with the provisions of the Western UGPR Contract and federal law governing said contract. At such time as it provides notice to Western, NPPD shall notify its Customers of such pending status. Additionally, in the event that NPPD begins to pursue a merger with another preference eligible entity, NPPD will so inform its Customers. No such merger that is entered into voluntarily by NPPD shall adversely affect the continued receipt of benefits by Customers who remain preference eligible entities, in accordance with the provisions of the Western UGPR Contract and federal law governing said contract. In the event such a merger is forced upon NPPD by circumstances beyond its control, then NPPD shall use its best efforts to ensure that Customers who remain preference eligible entities shall continue to receive benefits in accordance with the provisions of the Western UGPR Contract and federal law governing said contract.

NPPD acknowledges that under the Western UGPR Contract, certain customers are defined as preference eligible entities or preference customers. NPPD further acknowledges the right of any preference eligible entity to contract with the United States as a preference customer for the amount of firm electric service allotted to such entity and presently identified in the table depicted in Section 2.3 of Exhibit A of the Western UGPR Contract, a duplication of which is attached hereto as Exhibit C. In the event the table in Section 2.3 of Exhibit A to the Western UGPR Contract is modified, Exhibit C shall be modified accordingly and the revised Exhibit C attached hereto.

The total irrigation pumping allowance, defined for purposes of NPPD's wholesale power contracts as Western power designated for irrigation pumping, to be allocated by NPPD to Customers eligible to receive such irrigation pumping allowance, is detailed in Exhibit D (currently 98.949 megawatts). Should Western withdraw or reduce the seasonal firm electric service and/or summer season firm peaking power service sold to NPPD and designated for irrigation pumping, a pro rata reduction shall be made to the irrigation pumping allowance and NPPD shall not be obligated to continue to maintain total irrigation pumping allowance at the current (98.949 megawatt) level.

NPPD hereby acknowledges that the irrigation pumping allowance is contractually allocable directly to certain eligible Customers, and each eligible Customer's allocated share is identified on Exhibit D to this Contract. Exhibit D may be amended from time to time due to: (a) Western's withdrawal or reduction of seasonal firm electric service and/or summer season firm peaking power service, as described above in this Section B, (b) diversity, (c) a change in the NPPD system losses applied to irrigation pumping, (d) a

change in the billing point, if other than bus A, or (e) merger of two or more recipients of irrigation pumping allocations. In the event a Customer who receives an allotment of the irrigation pumping allowance elects to exercise its option to cap its purchases of Demand and Energy pursuant to Article 2, Section A, such Customer shall continue to be entitled to its entire allotment of irrigation pumping allowance; provided, such Customer may, at NPPD's sole discretion, be required to contract directly with Western for its own irrigation pumping allowance. Allocations of the irrigation pumping allowance, or such subsequent amount as may be established in the future will include an additional adjustment for diversity. If and when the General Firm Power Service Rate Schedule specifies that Customers' production billing demands shall be determined on an NPPD-system coincident basis, then this additional adjustment for diversity shall no longer be applicable.

Customers who either directly or indirectly receive benefits from the Western UGPR Contract shall comply with Sections 22, 23 as well as General Power Contract Provisions 10, 29, 30, 36, 43, 44 and 45 of the Western UGPR Contract, in accordance with the provisions of said contract. A copy of said sections of the Western UGPR Contract shall be provided to the Customer(s) upon request.

For a Customer who elects to contract with the United States as a preference customer for its firm electric service allotted to the Customer, NPPD agrees to provide, or arrange for the provision of, transmission, subtransmission and ancillary services necessary to deliver all of the Customer's demand and energy requirements from the inlet of the transmission system to the Point(s) of Delivery, as referenced in Article 3.

**Section C, Special Power Products.** During the term of this Contract, NPPD will cooperate with Customers to develop Special Power Products to be offered to all Customers for the benefit of End-Use Customers. The development of a Special Power Product may be initiated by a request from a Customer or by NPPD. Once developed, proposed Special Power Product(s) will be presented to the Customers for review and input. NPPD shall consider the input of the Customers, after which notice of the proposed Special Power Product(s) will be provided to Customers. Within twenty (20) calendar days of the date the notice is provided to the Customer by NPPD, the Customer may request a hearing. Such hearing will be convened before the NPPD Board of Directors. Notice of the hearing will be given to the Customers at least ten (10) calendar days in advance of such hearing. Any request for a hearing shall be filed in writing with NPPD and shall include in detail those issues or objections to be brought before the hearing. The hearing shall be limited to those objections listed in the Customer's request. NPPD shall conduct such hearing and shall accept and submit for consideration by the NPPD Board of Directors information and comments related to the written objections received for the hearing. NPPD shall notify the Customers of NPPD's decision concerning the hearing on the proposed Special Power Product(s) to be adopted by NPPD. The effective date of the new Special Power Product(s), if adopted, shall be as approved by the NPPD Board of Directors. Each approved Special Power Product will be available to any Customer as a part of its portfolio of customized service packages that may be used for the benefit of similar End-Use Customers.

NPPD will offer a demand response program during the term of this Contract. The demand response program allows the Customer to manage peak loads during hours

designated by NPPD. A goal of the demand response program is to encourage Customers to shift energy purchases to desirable time periods and reduce future generation capacity needs for NPPD. Any future change to the demand response program will include the opportunity for input and review by Customer.

**Section D, Distributed Generation.** The Parties agree that, because Distributed Generation technology has the potential for (i) serving all or a portion of an End-Use Customer's electric requirements, (ii) enhancing reliability for an End-Use Customer, and (iii) enhancing reliability on the distribution system, provisions for the use of Distributed Generation shall be provided for under this Contract. Distributed Generation resources may be owned, operated and maintained by the End-Use Customer, the Customer, or by NPPD.

The Parties agree that Distributed Generation is not intended to provide a mechanism whereby Customers may shift fixed costs among themselves, but, rather, to allow optimal economic use of the electric production, transmission and distribution systems and to serve End-Use Customer needs into the future.

To assure that Distributed Generation is appropriately priced, the General Firm Power Service Rate Schedule will identify Distributed Generation which will be subject to the provisions of the General Firm Power Service Rate Schedule and identify Distributed Generation which will be subject to the provisions of a Special Power Product Rate Schedule; provided, this provision shall not apply to a Customer who exercises its option to cap its purchases of Demand and Energy pursuant to Article 2, Section A, and who is utilizing Distributed Generation to serve the portion of its load that is no longer included as a part of the Customer's obligation under this Contract.

The Parties agree that the development of any Special Power Product(s) for Distributed Generation must be completed in a manner that facilitates timely installation.

**Section E, Rates and Charges.**

**Revenue Requirements:**

The revenue requirements for General Firm Power Service and Special Power Products for any future year or portion thereof will include any and all costs associated with operations and maintenance (excluding depreciation); fuel; purchased demand and energy; allocated costs of general and administrative functions; debt service (principal and interest) on production-related assets, including allocated general plant; an amount for renewals, replacements, additions, and improvements (construction from revenue) to production utility plant, including allocated construction from revenue costs for general plant; amounts reasonably required to be set aside in reserves for items of costs the payment of which is not immediately required, such as decommissioning reserves, post-retirement employee benefit reserves; any other production-related costs not specifically listed herein; and an allowance for new/replacement generation assets. Such allowance for new/replacement generation assets shall not exceed an amount equivalent to \$0.0005 per kWh.

*Collection for Certain Reserves and Production Debt Maturing Beyond the Term of this Contract:*

All Customers who purchase electric power and energy from NPPD under this Contract shall be entitled to purchase monthly quantities of Demand and Energy from NPPD for the full term of this Contract under the most favorable Cost-Based Rate and contract terms and conditions as are available to any customer under similar conditions of service.

By May 1 of each year, NPPD shall provide to Customers the amount of its production debt maturing beyond the term of this Contract, and the type, amount, and preliminary schedule for the collection of any costs (the payment of which is not immediately required) for certain reserves such as decommissioning reserves and post-retirement employee benefit reserves. NPPD may include the collection of such costs in revenue requirements under this Contract in a future year provided that the amount is fair and reasonable and NPPD has provided information on such costs to Customers with such information being formally transmitted to Customer as outlined in Article 9 of this Contract. Furthermore, NPPD may only include the collection of such costs identified in such annual information provided prior to May 1, 2059. NPPD shall not call production debt maturing beyond the term of this Contract for the sole purpose of accelerating the collection of such debt from Customers.

*Annual Financial Report and Rate Stabilization Account:*

By May 1 of each year, NPPD will complete an analysis of the financial results for General Firm Power Service and Special Power Products for the preceding Calendar Year. Such analysis shall include an accounting of the actual allowance amount collected during such year for new/replacement generation assets and the balance of such amounts at the end of the year. NPPD will be permitted to retain such allowance amounts until utilized for the addition of new/replacement generation assets. In the event it is determined that the accumulated allowance amount, or a portion thereof, shall be utilized, NPPD shall consider input from the Customer Committee regarding the use of such funds.

Such analysis will also include an accounting of the surplus or deficit net revenues realized during such year. NPPD will be permitted to retain surplus net revenues in a Rate Stabilization Account for purposes of covering fluctuations in revenues and/or costs caused by (i) weather and (ii) short-term business fluctuations. Additionally, pursuant to input from the Customer Committee and approval by the NPPD Board of Directors, NPPD shall be permitted to transfer funds from the Rate Stabilization Account for use as equity capital to finance all or part of the cost of construction or acquisition of future generating resources and other generation-related capital assets used to provide service under this Contract. Surplus or deficit net revenue for any year shall be the difference between (i) actual revenues, and (ii) actual costs, using reasonable methodologies, where necessary, in the allocation of revenues and costs for such year. NPPD will be permitted to retain such surplus net revenues in the Rate Stabilization Account until such time that such surplus exceeds an amount equal to an accumulation limit initially determined to be ten percent (10%) of annual revenues derived from General Firm Power Service and Special Power Products. NPPD may, from time to time, adjust the surplus accumulation limit,



giving consideration to input from the Customer Committee and upon approval by the NPPD Board of Directors; provided, in no event shall the surplus accumulation limit exceed twenty percent (20%) of annual revenues derived from General Firm Power Service and Special Power Products. Any amounts accumulated in excess of such ten percent (10%) or such surplus limit subsequently established, as determined by the financial analysis completed by May 1 of each year, will be included as an adjustment to revenue requirements in the next summary report of forecasted revenue requirements, which report is hereinafter described. NPPD may adjust the surplus accumulation limit for reasons including, but not limited to: to provide for greater stability in rates over time, as deemed necessary and reasonable in the then existing competitive environment; to reduce the possibility of unplanned rate changes occurring due to revenue shortfall from mild weather, cost increases from unscheduled generation facility outages, and cost increases from higher than expected price levels for purchased energy. If NPPD proposes to adjust the surplus accumulation limit, NPPD shall: (i) provide notice to the Customer of the proposed change at least one hundred twenty (120) calendar days prior to the proposed effective date of such change; (ii) allow thirty (30) calendar days from the date of such notice for the Customer to request a hearing before the NPPD Board of Directors, and; (iii) provide at least ten (10) calendar days' notice in advance of such hearing. The effective date of such adjustment, if adopted, shall be as approved by the NPPD Board of Directors.

*Summary Report and Rate Change Process:*

Beginning with the year 2025 for rates effective on the effective date of this Contract, and, at a minimum, biennially thereafter, NPPD will prepare a summary report that sets forth (a) the forecast of revenues that would be derived under the then-current rates for the succeeding year(s) or portion(s) thereof, (b) the forecast of revenue requirements for such future year(s) or portion(s) thereof, and (c) any proposed adjustments in the rates for General Firm Power Service and Special Power Products necessary to ensure that the rate(s) to be in effect in the subsequent year(s) or portion(s) thereof are estimated to produce revenues sufficient to meet revenue requirements. A copy of the summary report prepared and requested supporting documentation will be submitted by NPPD to the Customers. If such summary report indicates and NPPD proposes that the then-current rates need to be adjusted in a succeeding year(s) or portion(s) thereof, notice will be given to the Customers at least one hundred twenty (120) calendar days prior to the proposed effective date of any such adjustment. Within thirty (30) calendar days of the date the notice was provided to the Customers by NPPD, Customer may request a rate review hearing. Such hearing will be convened before the NPPD Board of Directors. Notice of the hearing will be given to Customer at least ten (10) calendar days in advance of such hearing. Any request for a hearing shall be filed in writing with NPPD and shall include in detail those issues or objections to be brought before the hearing. The hearing shall be limited to those objections listed in Customer's request. NPPD shall conduct such hearing and shall accept and submit for consideration by the NPPD Board of Directors information and comments related to the written objections received for the hearing. NPPD shall notify Customer of NPPD's decision concerning the hearing on the summary report and rates to be adopted by NPPD. The effective date of the rate adjustment, if any, shall be at least thirty (30) calendar days after the notice to Customer of NPPD's decision, or, if no hearing is requested, at least thirty

(30) calendar days after approval by the NPPD Board of Directors. Implementation of new Special Power Products shall not follow the above procedures but, instead, follow the procedures listed in Article 2, Section C. In the event that NPPD desires to clarify the provisions of, or correct non-numerical errors in a rate schedule applicable to this Contract, where such clarification and/or correction will not affect the intended amount of Customer's bills, NPPD shall not follow the above procedures. Instead, NPPD shall: (i) provide notice to the Customer of the proposed modification; (ii) allow thirty (30) calendar days from the date of such notice for the Customer to request a hearing before the NPPD Board of Directors, and; (iii) provide at least ten (10) calendar days notice in advance of such hearing. The effective date of the revised rate schedule, if adopted, shall be as approved by the NPPD Board of Directors.

Nothing in this Contract shall cause NPPD to fail to comply with the provisions of NPPD's bond resolutions or supplements thereto.

**Section F, Customer Committee.** NPPD and its customers will establish a Customer Committee that will meet with the NPPD Board of Directors during regularly scheduled Board meetings approximately four times per year, or as needed, to discharge the responsibilities identified in this Section F.

The Customer Committee will be governed by a Customer Committee Charter (Exhibit F) that may be updated from time to time with the approval of a simple majority of the Customer Committee and the NPPD Board of Directors. Said updated Customer Committee Charter shall become a part of this Contract. Should there be a conflict between provisions in the Customer Committee Charter and this Contract, the provisions of this Contract shall prevail.

The Customer Committee will consist of between nine (9) and thirteen (13) members that represent a cross-section of customer sectors as provided for in the Customer Committee Charter to provide a fair and reasonable representation of customer perspectives when providing input to the NPPD Board of Directors. The Customer Committee can function with less than full membership should one or more sectors not fill their allocated Customer Committee seats. There shall be no individual member or sector quorum requirement for Customer Committee meetings. Individual members of the Customer Committee will consist of management or governing body members of the Customer, or the Customer's members in the case of an electric cooperative, with decision making or oversight responsibility for the relationship between Customer and NPPD.

The Customer Committee will provide input to the NPPD Board of Directors and act in an advisory capacity. The Customer Committee will have the opportunity to provide input ahead of NPPD Board of Directors consideration and action regarding the areas of responsibility as detailed below.

The Parties agree that NPPD has ultimate authority of implementing its business strategies and plans and that the NPPD Board of Directors retains all authority to discharge its fiduciary responsibilities and its statutory and legal obligations.



Customer agrees that confidentiality may apply to materials presented when attending the Customer Committee meeting, where such confidentiality would be in accordance with a separate non-disclosure agreement with NPPD, for all customer attendees, as determined and required by NPPD.

Responsibilities of the Customer Committee include providing input to the NPPD Board of Directors in the following areas:

- (i) NPPD Strategic Plan, as approved by the NPPD Board of Directors
- (ii) Integrated Resource Plan and Resource Adequacy, where:
  - a) NPPD will be responsible for maintaining a current integrated resource plan which shows how NPPD's portfolio of power resources will meet the combined requirements of the Customers and the forecasted cost of power compared to NPPD-produced forward price curves in the regional market. NPPD will prepare updates of the plan and review such updates with Customers. The plan will be updated at least every five (5) years and more frequently if required to meet Southwest Power Pool planning requirements or other contractual or regulatory requirements.
  - b) Customer shall be responsible for providing to NPPD its forecasted Demand and Energy information for the next ten (10) years. Customers with irrigation load or other load reductions in an applicable demand waiver program (NPPD's program and/or Customer's program) shall provide information (no less than annually) to NPPD in NPPD's data request(s) (currently, the Post Season Irrigation Survey requested each fall) that includes details for connected load, including the amount of load curtailed by source, and Customer's load management practices.
  - c) NPPD will be responsible for meeting and maintaining reporting and compliance requirements per Southwest Power Pool (or other appropriate authority) tariffs and protocols for resource adequacy assurance based on the NPPD integrated resource plan and resource portfolio and aggregate forecasted customer Demand and Energy.
  - d) Notwithstanding the role of the Customer Committee as described above, if Customer deems it advisable to join with NPPD in performing a detailed power supply planning study for the purpose of identifying one or more future resources, or for optimizing a load management program, or the funding thereof, which may be used for serving the future requirements of NPPD and of Customer, Customer shall so advise NPPD in writing. NPPD will give due consideration to any such request and will promptly provide a response to Customer.
- (iii) Budget, Rate Stabilization Account, and load forecast, including, but not limited to, providing input relative to adjustments to the surplus accumulation limit in the Rate Stabilization Account, as provided in Article 2, Section E.
- (iv) Rates and Special Power Products, in accordance with Article 2.
- (v) Offering this Contract or a replacement wholesale power contract to new or existing customers.

**Section G, Early Termination.** A Customer may terminate this Contract prior to the end of the term by providing proper written notice to NPPD and paying the exit fee in accordance with the provisions in Section H.

A Customer may provide written notice to NPPD to terminate this Contract at any time after January 1, 2032. NPPD shall provide to the Customer written confirmation that such notice was received within ten (10) business days. Contract termination will be effective at the end of the day on the first December 31<sup>st</sup> which is at least thirty-six (36) months following NPPD's receipt of the Customer's notice ("Termination Date"). The earliest Termination Date for a Customer is December 31, 2035. By way of example, if a Customer provides written termination notice to NPPD on September 6, 2035, then the Termination Date for such Customer is December 31, 2038. Once a Customer's termination notice is provided to and subsequently confirmed in writing by NPPD, it becomes binding.

**NPPD Notice of Initial Debt Issuance for a New Generation Resource:**

After January 1, 2032, when NPPD management plans to seek NPPD Board approval of a capital project for a new generation resource which has an expected total capital cost that exceeds \$100 million, NPPD will provide written notice to the Customer at least one hundred eighty (180) days before the expected initial issuance of debt (either short term or long term) for such resource. Such notice to Customer will include a deadline for the Customer to provide notice to NPPD to terminate (in accordance with the first two paragraphs of this Section G) this Contract and not be responsible for the debt associated with such generation resource in Customer's exit fee calculation. If the Customer provides termination notice to NPPD, prior to the deadline in NPPD's notice to Customer, then the Customer's exit fee amount will not include any Outstanding Production Debt associated with this generation resource (neither the initial issuance nor any subsequent issuance). If termination notice is not received from a Customer by the deadline, then the actual outstanding amount of such new debt and any subsequent debt associated with such generation resource shall be factored into all future calculations of the Customer's exit fee amount.

See Exhibit G for illustrative scenarios for the treatment of debt in the exit fee calculation for a new generation resource that requires NPPD notice to Customers per the provisions stated previously in this Section G.

In situations where NPPD notice to Customer is not required for a new generation resource, if the Customer provides termination notice prior to NPPD's first issuance of debt (either short term or long term) for such new generation resource, then the Customer's exit fee amount will not include any Outstanding Production Debt associated with such new generation resource (neither the initial issuance nor any subsequent issuance). If termination notice is not received from Customer prior to the initial debt date of issuance, then the actual outstanding amount of such new debt and any subsequent debt for such generation resource shall be factored into all future calculations of the Customer's exit fee amount.

**NPPD Notice of Commitment to New Generation Power Purchase Agreements (PPA) and Power Supply Contracts (PSC):**

After January 1, 2032, when NPPD plans to enter into a new PPA or PSC (including capacity purchase) with a party that is not a signatory to this Contract, and such agreement has a term of twenty (20) years or longer and the purchase cost (net of any power sales to non-Customers) is forecasted to be \$50 million or greater per year on average over the term of such agreement, then NPPD will provide written notice to the Customer at least ninety (90) days before the expected execution of such PPA or PSC. Such notice will include a deadline for the Customer to provide notice to NPPD to terminate (in accordance with the first two paragraphs of this Section G) this Contract and not be responsible for the stranded cost/benefit of such PPA or PSC in their exit fee calculation. If the Customer provides termination notice prior to the deadline, then the Customer's exit fee amount will not include the stranded cost/benefit associated with this PPA or PSC. If termination notice is not received from a Customer by the deadline, then the stranded cost/benefit associated with this PPA or PSC shall be factored into all future calculations of the Customer's exit fee amount.

In situations where NPPD notice to Customer is not required for a new PPA or PSC, if the Customer provides termination notice prior to NPPD's execution of such PPA or PSC, then the Customer's exit fee amount will not include the stranded cost/benefit associated with such PPA or PSC. If termination notice is not received from Customer prior to NPPD's execution of such PPA or PSC, then the stranded cost/benefit associated with such PPA or PSC shall be factored into all future calculations of the Customer's exit fee amount.

**Section H, Exit Fee.** The Customer's exit fee will be determined as their allocated share of the sum of three (3) components:

- (i) Outstanding Production Debt
- (ii) Generation Power Purchase Agreements (PPA) and Power Supply Contracts (PSC) stranded costs/benefits
- (iii) Rate Stabilization Account (RSA) Credit

The amount of a Customer's total exit fee shall never be less than zero. Exit fee funds will be used to pay Outstanding Production Debt, PPA obligations and PSC obligations.

A Customer's exit fee amount will only include the Outstanding Production Debt and stranded costs/benefits for PPA/PSCs that the departing Customer is responsible for. Except as otherwise provided for in Article 2, Section G, the Customer is responsible for all Outstanding Production Debt, and all PPA/PSCs that NPPD has executed, prior to the Customer providing termination notice to NPPD, and any subsequent production debt for new generation resources and stranded costs/benefits for new PPA/PSCs entered into between the time of termination notice and the Customer's Termination Date where the Customer did not provide termination notice during the applicable NPPD notice periods as described in Article 2, Section G.

Outstanding Production Debt is defined as:

- (i) Revenue Bonds issued for production level of service (principal only)
- (ii) Other debt which includes both variable and fixed rate production debt. This includes production debt that has been issued on the Tax-Exempt Revolving Credit Agreement (RCA), Taxable RCA or Commercial Paper or any future variable or fixed rate program and includes interest accrued to the date a Customer provides notice of termination. Production debt, if any, that NPPD issues for nuclear fuel will be excluded from the exit fee calculation.
- (iii) Debt-like and other obligations (including leases, swaps, and hedges) related to production assets.

The actual amount of the Outstanding Production Debt component included in a departing Customer's exit fee calculation shall be reflected as a reduction in the Outstanding Production Debt for subsequent exit fee calculations for all other Customers. The amount of the Outstanding Production Debt component which is excluded from the exit fee due to accumulated Production Debt Offsets (if applicable) will be included in the Outstanding Production Debt component for subsequent exit fee calculations for all other Customers.

Generation Power Purchase Agreements (PPA) and Power Supply Contracts (PSC):

Included in this category are all such agreements and contracts that NPPD has executed for providing power supply to Customers. Current examples include contractual arrangements with/for the Western, Loup Hydro, Kingsley Hydro, Municipal Capacity Purchase Towns, Wind PPAs (e.g., Elkhorn Ridge), and Nebraska City 2. As NPPD executes additional PPA/PSCs during the term of this Contract, they shall also be included in the exit fee calculations.

NPPD shall review each PPA/PSC and determine if there is a potential stranded cost/benefit associated with such arrangement that will become a part of the exit fee calculation. In some cases (e.g., the Western UGPR Contract), this Contract specifies that a Customer's Western allocation (if any) will be transferred to them upon termination of this Contract and the Customer will become financially responsible for this allocation with NPPD having no further payment obligations. As a result of this treatment, there are no stranded costs/benefits associated with the contracts for this particular Western allocation to be included in the Customer's exit fee calculation.

In some cases, whether or not the stranded costs/benefits of a particular PPA or PSC is includible in a Customer's exit fee calculation will depend upon the particular departing Customer. A current example of this scenario is a municipal capacity purchase contract. These contracts benefit all Customers in aggregate and the costs are included in NPPD's wholesale rates. If the asset-owning municipality is the departing Customer, there are no stranded costs/benefits associated with this municipal capacity purchase contract for such departing Customer since it will terminate simultaneously with this Contract and therefore NPPD has no further payment obligations. However, if any other Customer is the departing Customer, then the stranded costs/benefits associated with

this municipal capacity purchase contract will be applicable and will be included in the exit fee calculation for such Customer.

For those PPA or PSC contracts where NPPD determines that there is a stranded cost/benefit impact due to a departing Customer, such costs/benefits will be estimated using the contract pricing for capacity, energy, and other costs (with estimated escalation where necessary), the forecasted annual energy production, the accredited capacity, and the term of such contract. Offsetting these forecasted expenses will be the forecasted market revenues of the capacity and energy of such contract. The forecasted market energy and capacity prices will be determined by NPPD on an average annual \$/MWh and \$/kW basis, respectively. See Exhibit H for an illustrative example of the stranded cost/benefit calculation for a hypothetical PPA.

*Rate Stabilization Account Credit:*

If on the October 31<sup>st</sup> immediately prior to the Customer's Termination Date there is an uncommitted surplus in NPPD's production Rate Stabilization Account (RSA), such amount shall be utilized as a credit against the total Outstanding Production Debt and total stranded costs/benefits of the generation PPA/PSCs in the Customer's exit fee calculation.

Exit fees collected by NPPD from a Customer as a result of previous terminations of this Contract shall not be included in this RSA credit calculation for any subsequent Customer that provides notice to terminate this Contract.

*Discount Rate:*

When determining the stranded costs/benefits for PPA/PSCs, it is necessary to forecast costs and market mitigation for the remaining term of these contracts. To determine the stranded costs/benefits at the time of a Customer's contract termination, it is necessary to calculate the present value of these stranded costs/benefits using a discount rate. The discount rate used in this economic analysis shall be NPPD's weighted average cost of capital as determined by NPPD.

*Allocation Methodology:*

Once the subtotal amounts have been determined for the three (3) components of the exit fee, such net total amount shall be allocated to individual Customers to determine an individual Customer's exit fee amount. The allocator shall be NPPD's total actual production revenue over the most recent three-calendar year period of all Customers purchasing wholesale power supply service from NPPD under this Contract and under the 2016 Contract, if applicable. By way of example, if a Customer's Termination Date is December 31, 2038, then the NPPD production revenues for the calendar years 2035-2037 shall be utilized in determining the Customer's final exit fee amount. Once a Customer provides termination notice to NPPD in accordance with Article 2, Section G, NPPD shall remove such Customer from all subsequent exit fee allocation calculations for other Customers.

*Production Debt Offsets and Performance Credits:*

The following provisions (the four indented paragraphs below) for Production Debt Offsets and Performance Credits apply only to Customers that have executed this Contract on or before October 31, 2025.

NPPD's performance in maintaining the average cost of General Firm Power Service at or below a specified level shall be measured by NPPD's "Annual Average Wholesale Power Cost", which shall be equal to the annual average production plus transmission cost per kWh for all Customers taking service under this Contract (excluding the load and revenues of End-Use Customers taking service under the NPPD wholesale Economic Development Rate Schedule) compared to the "Performance Standard", which shall be equal to the forty-fifth (45<sup>th</sup>) percentile level of the power cost per kWh purchased for the reporting U.S. utilities, as listed in the National Rural Utilities Cooperative Finance Corporation (CFC) Key Ratio Trend Analysis (Ratio 88), as the same may be modified, amended, superseded, or replaced as mutually agreed to by NPPD and a super majority of the Customer Committee.

In any Calendar Year beginning with 2026 cost data in which NPPD's Annual Average Wholesale Power Cost exceeds the forty-fifth (45<sup>th</sup>) percentile level of the CFC Ratio 88 data, Customer shall receive a five percent (5%) Production Debt Offset to reduce the Outstanding Production Debt component of the exit fee. Customer may accumulate up to twenty (20) percent Production Debt Offsets, any offsets received above the twenty (20) percent cap shall be forfeited. The accumulated Production Debt Offset shall in no instance be greater than twenty (20) percent when determining the Customer's allocated Outstanding Production Debt component of the exit fee.

In any Calendar Year beginning with 2026 cost data in which NPPD's Annual Average Wholesale Power Cost is less than the twenty-fifth (25<sup>th</sup>) percentile level of the CFC Ratio 88 data, NPPD shall be entitled to a credit ("Performance Credit") in the amount of two (2) percent. Any such Performance Credit(s) to which NPPD is entitled shall reduce a Customer's accumulated Production Debt Offsets or be banked by NPPD if Customer has no accumulated Production Debt Offsets to reduce. Such banked credits shall be used to reduce any future Customer Production Debt Offset; banked credits will not increase Customer's exit fee. Exhibit I provides an illustrative example of the accumulation of Production Debt Offsets and Performance Credits.

Customer's Production Debt Offsets for exit fee determination shall be the available accumulated Production Debt Offsets, if any, at the time of the Customer's written termination notice. The offset cannot be increased by additional Production Debt Offsets or reduced by Performance Credits after the Customer's written termination notice has been received.



**Annual Update:**

Beginning May 1, 2029, and by May 1<sup>st</sup> of each year thereafter, NPPD will provide each individual Customer an estimate of their exit fee amount calculated as of December 31<sup>st</sup> of the prior year. See Exhibit J for an illustrative example of the information provided in this annual update.

Beginning with the 2026 calendar year results, NPPD's performance standard results and any accumulated Production Debt Offsets or banked Performance Credits shall be reported to Customer by September 1<sup>st</sup> of each year. Any adjustments to accumulated Production Debt Offsets or banked Performance Credits for use in a Customer's exit fee calculation are not effective until after reported.

**Final Exit Fee Calculation and Customer Payment Process:**

Following the Customer's termination notice, by May 1<sup>st</sup> of each year NPPD will provide the Customer with an updated calculation of the estimated amount of their exit fee customized if necessary to include only the outstanding debt (reduced by any applicable accumulated Production Debt Offsets, if applicable to the Customer, available at time of termination notice), and stranded costs/benefits for PPA/PSCs that the Customer is responsible for in their exit fee. NPPD shall calculate the final amount of the Customer's exit fee and provide notice of such amount to the Customer at least thirty (30) days prior to the Customer's Termination Date. See Exhibit K for an example of the data which NPPD shall utilize in determining the final amount of a Customer's exit fee. Prior to the Termination Date, the Customer shall pay to NPPD, via wire transfer or ACH, the full amount of their exit fee in funds immediately available by 12:00 noon CST on the Termination Date.

### **ARTICLE 3 TRANSMISSION**

Except as provided below, this Contract provides for the sale of Demand and Energy under General Firm Power Service and Special Power Products delivered to the inlet of the transmission system only. Transmission, subtransmission and related ancillary services required to deliver these production products to the Point(s) of Delivery are not included in this Contract.

However, for Customers who have not exercised their option to cap their purchases of Demand and Energy pursuant to Article 2, Section A, including those Customers who have elected to contract with the United States as preference customers for their firm electric service pursuant to Article 2, Section B, NPPD agrees to provide, or arrange for the provision of, transmission, subtransmission and ancillary services, and Customer agrees to pay for such services necessary to deliver all of the Demand and Energy purchased from NPPD under this Contract and to deliver all of the Customer's demand and energy purchased from Western from the inlet of the transmission system to the Point(s) of Delivery. Such transmission and ancillary service(s) shall be provided under the appropriate rates, terms and conditions included in the Transmission Rate



Schedule established by NPPD according to the notice provisions in Article 2, Section E. Customer shall have the right, in whatever form such right may exist, to review transmission and ancillary service rates, terms and conditions, and any proposed revisions to same, as may be imposed upon NPPD by its transmission service provider. Subtransmission service shall be provided under the appropriate rates, terms and conditions as may be imposed upon NPPD by its subtransmission service provider, with the addition of NPPD's related administrative costs. Customer shall have the right, in whatever form such right may exist, to review subtransmission rates, terms and conditions, and any proposed revisions to the same.

For Customers who have exercised their option to cap their purchases of Demand and Energy pursuant to Article 2, Section A, the Customer shall have the responsibility to provide, or arrange for the provision of, and pay for transmission, subtransmission and ancillary services necessary to deliver all of the Demand and Energy purchased from NPPD under this Contract and from all supplemental power and energy suppliers, including Western, from the inlet of the transmission system to the Point(s) of Delivery. The Customer has the option to select NPPD to provide, or arrange for the provision of, transmission service as provided for in Article 2, Section A. Such service(s) shall be provided under the appropriate rates, terms and conditions established by NPPD.

NPPD agrees to accord to Customer all rights and privileges that have been accorded to NPPD by its transmission and subtransmission service providers. In addition, NPPD agrees to facilitate communications between its transmission service provider and Customers for the purpose of discussing service reliability, system expansion studies and proposals, tariffs, industry developments and any other topics deemed to be of interest by NPPD or its Customers.

#### **ARTICLE 4 WAIVERS**

No delay by the Parties in enforcing any of their rights hereunder will be deemed a waiver of such rights nor will any waiver at any time by the Parties of their rights with respect to a default under this Contract be deemed a waiver with respect to any subsequent default or matter.

#### **ARTICLE 5 MERGER OR CONSOLIDATION**

In the event two or more Customers merge and/or consolidate their properties into a single corporate entity, the resulting corporate entity shall receive all the benefits and assume all the liabilities as if the new entity were a single Customer at the inception of this Contract.

## **ARTICLE 6 MOST FAVORED NATIONS**

If NPPD enters into or amends a wholesale power contract with a wholesale customer for a system sale (i.e., not a sale from a specific generating unit or units) that provides for full requirements firm wholesale power service for any term in a form other than this Contract, or if NPPD enters into a wholesale power contract with a wholesale customer for a system sale that provides for partial requirements firm wholesale power service for any term and at average production rates which are less than those provided for under this Contract, Customer may elect to adopt such wholesale power contract, conformed as necessary to apply to the Customer. A Customer that is purchasing a capped amount of its Demand and Energy requirements from NPPD, pursuant to Article 2, Section A, shall be entitled to purchase only such capped amounts under such new or amended contract. For the purposes of determining average production rates in the case of a partial requirements wholesale power contract, the production rates included in such contract and those applicable under this Contract shall each be applied to the new wholesale customer's estimated purchases from NPPD.

NPPD shall notify Customer in writing with such notification sent by mail, postage prepaid, by national express delivery service or by electronic communication, if NPPD offers a form of wholesale power contract that meets the specifications listed above. NPPD shall provide a copy of said contract, and Customer shall have six (6) months following the date of such notice to elect the other contract. The Parties shall execute the new contract within thirty (30) calendar days following Customer's written election.

## **ARTICLE 7 REOPENER**

The Parties agree that after December 31, 2035, a resolution, which explains in sufficient detail the issues to be negotiated, approved by a super majority of the Customer Committee or a majority of the NPPD Board shall establish the basis to conduct good faith negotiations regarding the reopening of this Contract to discuss amendment of said Contract. NPPD may offer to customers at any time after December 31, 2035, an amendment to this Contract that extends the term and termination date of this Contract (Article 1 Section B). Otherwise, any proposed amendment(s) would first require approval by the NPPD Board and a super majority of the Customer Committee prior to being offered to customers for consideration and potential adoption.

## **ARTICLE 8 SUCCESSORS AND ASSIGNS**

Neither Party may assign this Contract in whole or in part, or any rights granted hereunder, or delegate to a third party any of the duties and obligations hereunder, without the prior written consent of the other Party; provided, however, NPPD shall not be required to obtain such written consent for an assignment of this Contract in the event that NPPD divests substantially all of its generation assets through merger or

consolidation into another Public Power Entity. No assignment of this Contract shall be effective unless and until the assignee assumes in writing the duties and obligations of the assignor.

In the case of an assignment by NPPD resulting from a divestiture as described above, the rates under this Contract or any extension of this Contract, as contemplated by Article 1, Section B, shall continue to be no greater than if the assignment had not occurred and in no event will the assignee be permitted to charge the Customer market-based rates or cost-based rates that include recovery of any acquisition premiums paid.

In the event NPPD is required to divest substantially all of its generation assets, the Customer shall have the option to terminate this Contract. NPPD shall be required to provide advance written notice of such divestiture of its generation assets at least one hundred eighty (180) calendar days prior to the effective date of such divestiture or, if NPPD is unable to provide such notice due to circumstances beyond its control, as soon as is reasonably possible under the circumstances of such divestiture. Upon receipt of said notice, the Customer may terminate this Contract by providing written notice of such termination to NPPD and its assignee at least ninety (90) days prior to the effective date of such divestiture.

## **ARTICLE 9 NOTICES AND CORRESPONDENCE**

Written notices and other communications required under or related to this Contract shall be given in writing and sent by mail, postage prepaid, and national express delivery service or by electronic communication. A Party may change its address or the person to whom notices and other communications are to be sent by providing written notice of such change to the other Party.

### **To NPPD:**

#### Notices/Correspondence

Nebraska Public Power District  
Attention: Contracts Manager

P.O. Box 499  
1414-15th Street  
Columbus, NE 68602-0499

#### Rates/Billing

Nebraska Public Power District  
Attention: Director of Pricing, Rates &  
Wholesale Billing

P.O. Box 499  
1414-15th Street  
Columbus, NE 68602-0499

### **To Customer:**

#### Notices/Correspondence

Board of Public Works  
Attention: BPW General Manager  
P.O. Box 288  
1600 O Street  
Auburn, NE 68503-0288

#### Rates/Billing

Board of Public Works  
Attention: BPW General Manager  
P.O. Box 288  
1600 O Street  
Auburn, NE 68503-0288

## **ARTICLE 10 ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between NPPD and the Customer regarding the matters addressed herein and supersedes all prior written and oral communications and understandings in connection therewith.

## **ARTICLE 11 REPLACEMENT OF PRIOR CONTRACT**

This Contract shall supersede the 2016 Wholesale Power Contract effective January 1, 2016, between NPPD and Customer with a Contract effective date of January 1, 2026. Said 2016 Wholesale Power Contract shall, upon the effective date of this Contract, be null and void without further force and effect.

## **ARTICLE 12 ARBITRATION**

In the event of an unresolved dispute arising under this Contract, which remains unresolved for one-hundred eighty (180) days, the process for resolving said dispute shall be to submit the matter to binding arbitration. An arbitration board shall consist of three members, one of whom shall be selected by the Customer(s), one of whom shall be selected by NPPD, and a third shall be selected by the other two arbitrators.

The arbitrators shall not be employees, agents, or consultants of any party to the dispute and shall have no financial or personal interest in the result of the arbitration.

The arbitration board shall be appointed within ninety (90) days after the receipt of the notice of the unresolved dispute. Each party shall notify the other in writing of the name and address of the arbitrator selected by it within sixty (60) days after receipt of the notice of the dispute. The two arbitrators selected by the parties shall notify the parties in writing of the name and address of the third arbitrator selected by them.

Each of the parties to the dispute shall pay the costs and expenses of the arbitrator selected by it together with one-half of the costs and expenses of the third arbitrator and one-half of the costs and expenses of the hearing, unless the parties agree or the arbitration board, in its discretion, assesses such costs and expenses, or any part thereof, in a different manner.

The arbitration board shall hire an official stenographer to report its hearings and may hire an attorney to assist it in ruling on the admissibility of evidence offered.

The arbitration board shall meet within thirty (30) days of the appointment of the third arbitrator. The third arbitrator shall be the chairperson and preside at all meetings and hearings of the arbitration board and shall provide notice to the parties at least five (5) days before the first meeting. The parties shall meet with the arbitration board at its

first meeting for the purpose of clarifying and narrowing the specific issues from those set forth in the detailed statement of disputed issues.

The parties shall submit preliminary written statements to the arbitration board within sixty (60) days after the convening of the first meeting of the arbitration board. The arbitration board shall fix the time and place for a hearing which shall commence not more than seventy-five (75) days after the convening of the first meeting of the arbitration board. The arbitration board shall give each party written notice of the hearing by certified mail, at least ten (10) days in advance of the hearing, unless the parties waive such notice.

At all times after receipt of the notice of the dispute, each party shall make available to the other, for inspection and copying, all documents, data, and records with respect to the dispute for the presentation of the matter to the arbitration board. If the parties fail to agree on the production of documents and records, the arbitration board shall determine the matter. The parties may also take depositions with respect to the dispute.

At the hearing the arbitration board shall hear testimony and receive evidence in person or by deposition relating to the dispute and may continue the hearing from time to time. The arbitration board shall be bound by the rules of evidence applicable in district court. The arbitration board may require a party to submit such evidence as the board may deem necessary or desirable for making its decision and the board is authorized to subpoena witnesses and documents. Opportunity shall be afforded to both parties to present evidence and cross-examine witnesses. The parties may be represented by counsel.

The arbitration board shall seek to complete its hearing on the issues submitted to it within forty-five (45) days after the commencement of the hearing. The arbitration board may extend the time to complete the hearing beyond the forty-five-day period if the board determines that such extension is necessary.

The arbitration board shall (1) consider only those matters necessary for the resolution of the disputed issues, (2) have no authority to add to, subtract from, or alter issues except as agreed to by the parties, and (3) not alter or modify any existing contract.

The arbitration board shall render its decision within thirty (30) days after completion of the hearing. The decision shall be in writing, be accompanied by findings of fact, and be signed by the arbitrators supporting the decision. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. The decision of a majority of the arbitrators shall be the decision of the arbitration board and shall be final and binding on the Parties and enforceable only in the Platte County District Court of the State of Nebraska.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in duplicate by their duly authorized officers or representatives as of the dates indicated below.

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

**AUBURN BOARD OF PUBLIC WORKS  
AUBURN, NEBRASKA**

By: \_\_\_\_\_

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

**NEBRASKA PUBLIC POWER DISTRICT**

By: \_\_\_\_\_

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

**AMENDMENT NO. 1**  
**to**  
**2026 WHOLESALE POWER CONTRACT**  
**between**  
**NEBRASKA PUBLIC POWER DISTRICT**  
**and**  
**AUBURN BOARD OF PUBLIC WORKS**

This Amendment No. 1 is made and entered into effective January 1, 2026, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and Auburn Board of Public Works, Auburn, Nebraska, a municipal corporation (Customer), each sometimes hereinafter referred to singularly as “Party” and collectively as “Parties”.

**RECITALS**

WHEREAS, NPPD and Customer are parties to a 2026 Wholesale Power Contract entered into effective January 1, 2026 (Contract), and;

WHEREAS, NPPD owns and operates electric generating facilities together with a transmission system and is engaged in the generation, purchase, transmission and sale of electric power and energy;

WHEREAS, Customer operates an electric distribution system(s) and is engaged in the purchase, distribution, and sale of electric power and energy, and purchases its electric power and energy requirements, exclusive of its power and energy requirements purchased from Western Area Power Administration (Western), on a wholesale basis pursuant to the Contract between the Parties effective January 1, 2026;

WHEREAS, Customer’s electric system is directly interconnected with Omaha Public Power District (OPPD), a public corporation and political subdivision of the State of Nebraska;

WHEREAS, NPPD’s firm transmission service arrangements with OPPD to deliver Customer’s power and energy from NPPD expired January 1, 2023;

WHEREAS, NPPD transferred its existing firm transmission service with OPPD to Customer effective June 1, 2020;

WHEREAS, NPPD and OPPD can no longer offer new transmission service under their own Transmission Service (T-2) Rate Schedule and Open Access Transmission Tariff (OATT), respectively; and



WHEREAS, NPPD is agreeable for Customer to continue the responsibility for making its own firm Southwest Power Pool (SPP) transmission service arrangements for delivery of Customer's total power and energy requirements, including delivery of Customer's power and energy under the Contract, and to allow the Customer to maintain its ability to make delivery arrangements for its Western Firm Electric Service.

NOW THEREFORE, in consideration of the covenants herein contained, the Parties agree to amend the Contract as follows:

1. Effective January 1, 2026, Article 3 of the Contract shall have a new third (3<sup>rd</sup>) paragraph inserted:

Notwithstanding the above provisions of this Article 3, and recognizing (1) that Customer's electric system is directly interconnected with the electric system of Omaha Public Power District (OPPD) and is located outside of the NPPD transmission pricing zone within the Southwest Power Pool and (2) that the Customer has requested to retain certain transmission rights for delivery of Western Firm Electric Service, effective June 1, 2020, the Customer shall have the responsibility to provide, or arrange for the provision of, and pay for transmission and subtransmission services necessary to deliver all of the Demand and Energy purchased from NPPD under this Contract and from Western from the inlet of the transmission system to the Point(s) of Delivery.

2. As a result of the Parties' execution of this Amendment No. 1, it is the understanding and agreement of the Parties that Customer will have the following obligations completed on or before the effective date of this Amendment No. 1:

Customer coordinating with NPPD for SPP market arrangements including, but not limited to, ensuring NPPD receives energy financial settlement for Customer's Western Firm Electric Service allocation and ensuring NPPD receives market congestion rights associated with Customer's firm transmission service to be effective through the term of the Contract between Customer and NPPD.

3. In acting as Market Participant for Customer, NPPD also accepts responsibility for all load reporting required by SPP under its Tariff or other governing documents, including Network Service load reporting for Customer.

Except as specifically amended herein, the original Contract between the Parties shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment No. 1 to be executed and delivered by its duly authorized officers or representatives as of the dates indicated below.

**AUBURN BOARD OF PUBLIC WORKS  
AUBURN, NEBRASKA**

**NEBRASKA PUBLIC POWER DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

# WORKING TOGETHER

*to power the* **Good Life**



**Nebraska Public Power District**  
*Always there when you need us*



# WE'VE BEEN POWERING NEBRASKA TOGETHER

*for more than 50 years*

At Nebraska Public Power District, we take pride in working with our wholesale customers to help power the "Good Life." For more than a century, **we've worked together to bring generation facilities on-line and build the necessary infrastructure** we all still benefit from today. This is why Nebraska consistently ranks as one of **the nation's most reliable and resilient electric grid infrastructures** and consistently provides some of the **nation's lowest-cost electricity** to our customers.

## WORKING TOGETHER — A PUBLIC POWER TRADITION

Utilities working together to generate and deliver reliable, affordable electricity and **putting customers first is the hallmark of public power in Nebraska**. Rest assured, NPPD will carry public power's legacy forward by **actively listening to and seeking feedback from our wholesale customers**. Together, we're bringing the best of public power to Nebraskans.



# FOCUSED ON DELIVERING

*the benefits of public power to all*

## LOW-COST POWER

Not-for-profit, cost-of-service-based rates mean your electricity price includes only the cost of generating and delivering power to you. The result is **Nebraskans pay some of the lowest energy costs** in the nation.

## NOT-FOR-PROFIT

**Public power utilities exist to serve customers. Period.** There are no stockholders, and thus, no profit motive. That means Nebraska's utilities can focus exclusively on keeping electric rates low and customer service high.

## POWERED LOCALLY

Public power means **customers have a voice in decisions made by their utility**. And, because publicly elected utility board members are customers and live in the communities they serve, they carefully consider the implications of the decisions they make.

## HIGHLY RELIABLE

Surplus **public power revenues are reinvested into the system** — the power plants, substations, and transmission and distribution lines — to safely generate and deliver low-cost, highly reliable electricity and provide outstanding service to customers.

## FOCUSED ON YOU

Public power **utilities place a high priority on superior customer service and quick response time**. Nebraskans can count on their friends and neighbors — people who work for their local electric utility — to always try to do the right thing for them and for their communities.



# OUR COMMITMENT TO SERVE OUR CUSTOMERS

*is at the core of who we are*

417 out of 530

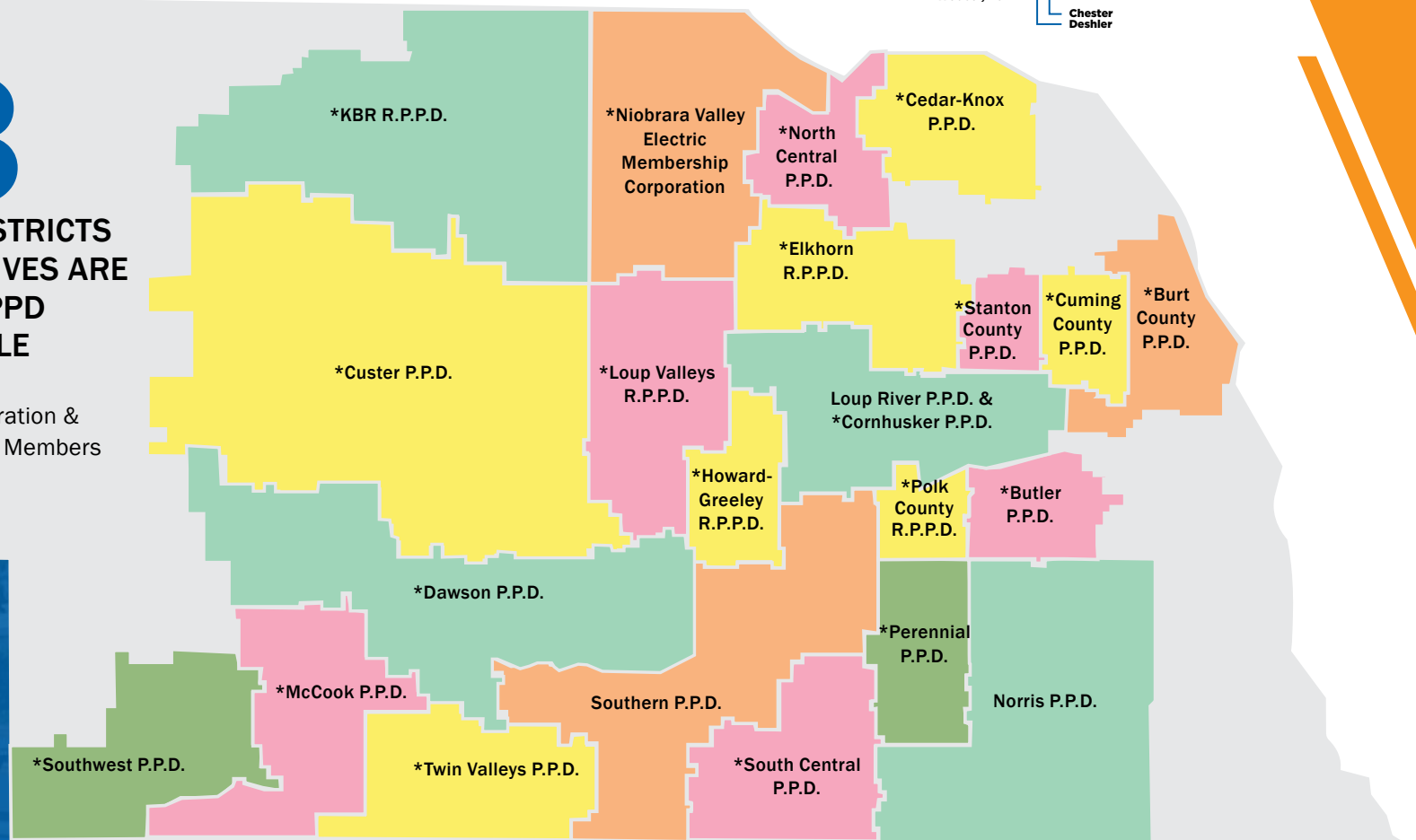
Nebraska communities get  
their energy from NPPD at  
either wholesale or retail.



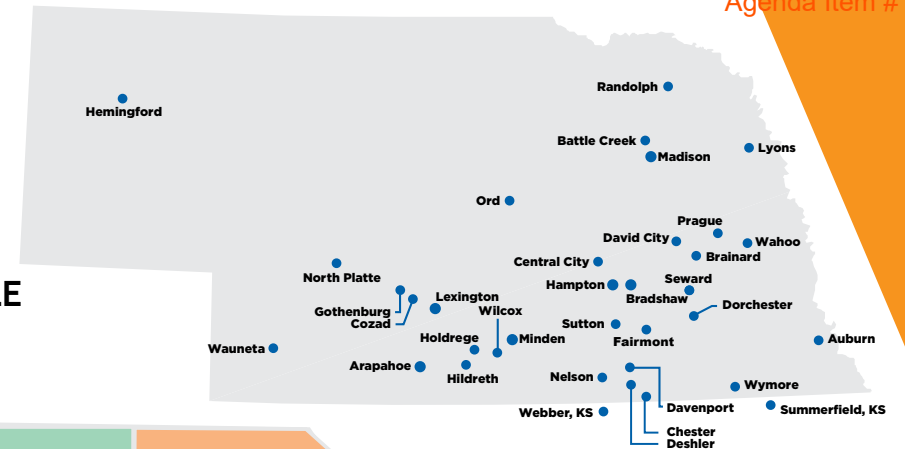
23

PUBLIC POWER DISTRICTS  
AND/OR COOPERATIVES ARE  
SERVED BY NPPD  
AT WHOLESALE

\*Includes 20  
Nebraska Electric Generation &  
Transmission Cooperative Members



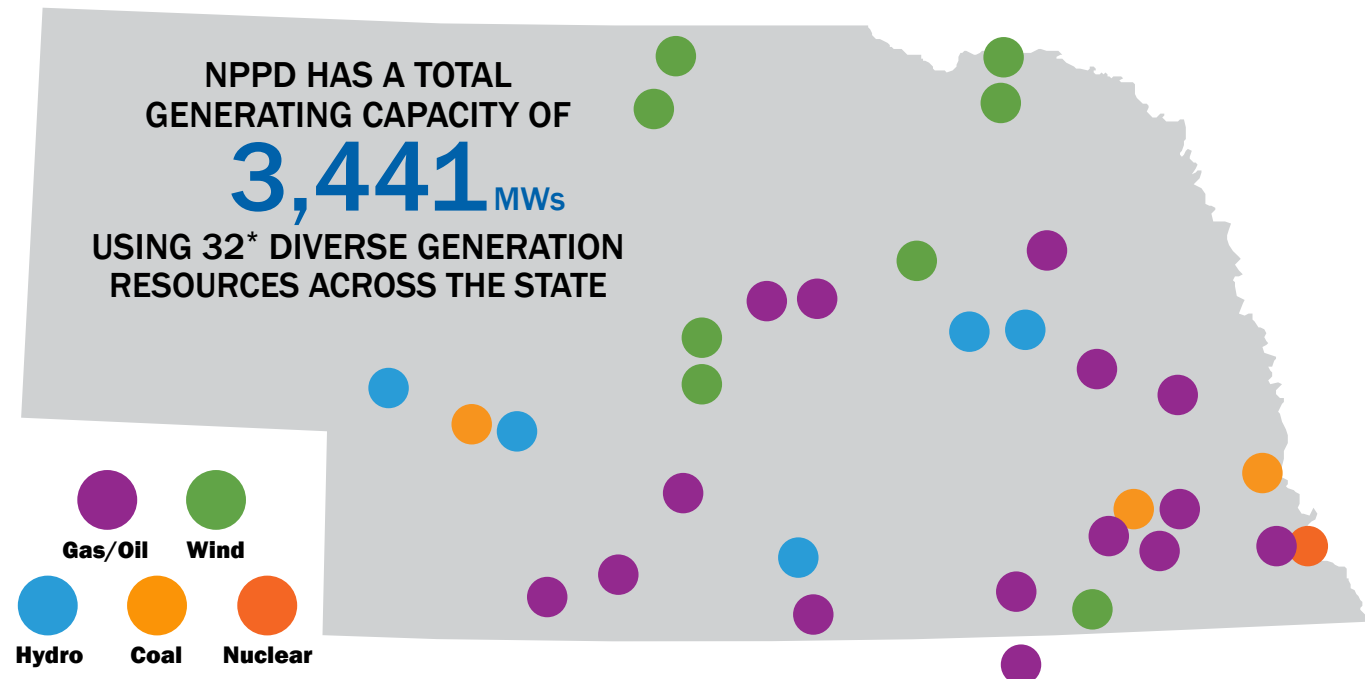
35  
MUNICIPALITIES  
ARE SERVED BY  
NPPD AT WHOLESALE



Agenda Item #11

## Our power is in the diversity of our generation

For decades, NPPD has had a diverse generation mix, which has allowed us to carefully **balance the reliability and resiliency** of energy delivery **with the affordability** of that power, while also generating electricity in a way that protects Nebraska's natural resources.



NEBRASKA CONSISTENTLY RANKS  
**AMONG THE TOP**  
NATIONWIDE FOR GRID RELIABILITY  
U.S. News & World Report Best States Rankings

**99.92%**  
TRANSMISSION SYSTEM  
AVAILABILITY PERCENTAGE  
2024 Year-End

Over the last five years, our transmission preventable outage score has consistently performed in the **best quartile compared to other utilities**. Our preventative work continues to provide a high level of reliability for customers.

\* Includes generation capacity from 11 NPPD owned and operated generating plants and 19 plants over which the District has operating control, and capacity purchase from Omaha Public Power District's Nebraska City Station Unit No. 2.

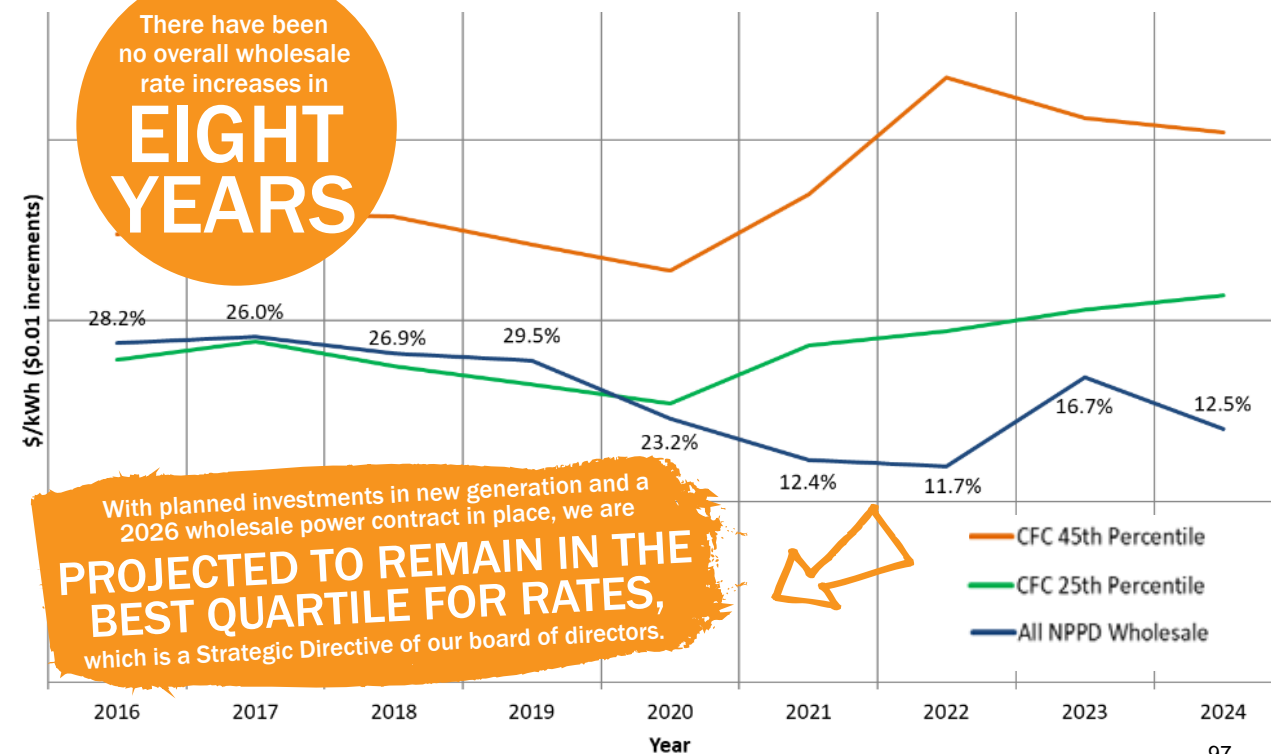
Agenda Item #11

# WE'RE DELIVERING ON BEING COST-COMPETITIVE

for you and your customers

We benchmark our wholesale rates against **more than 800 other electric cooperatives and public power utilities**.

## NPPD'S WHOLESALE POWER & TRANSMISSION COST NATIONAL RANKING



Cooperative Finance Corporation (CFC) Survey



# SO, WHY NOW

*is the question everyone is asking*

With the state's ever-changing and growing need for energy, **wholesale power contracts are the cornerstone** for long-term, risk-managed energy planning, financial stability, and a reliable power supply for all utilities.

## KEY CONTRACT DRIVERS:

- State-wide load growth
- New load is waiting to call Nebraska home, especially in rural areas
- Changes in Southwest Power Pool's (SPP) Planning Reserve Margins
- New and additional generation needed
- Cooper Nuclear Station relicensing

## BUILDING AND FINANCING TIMELINE



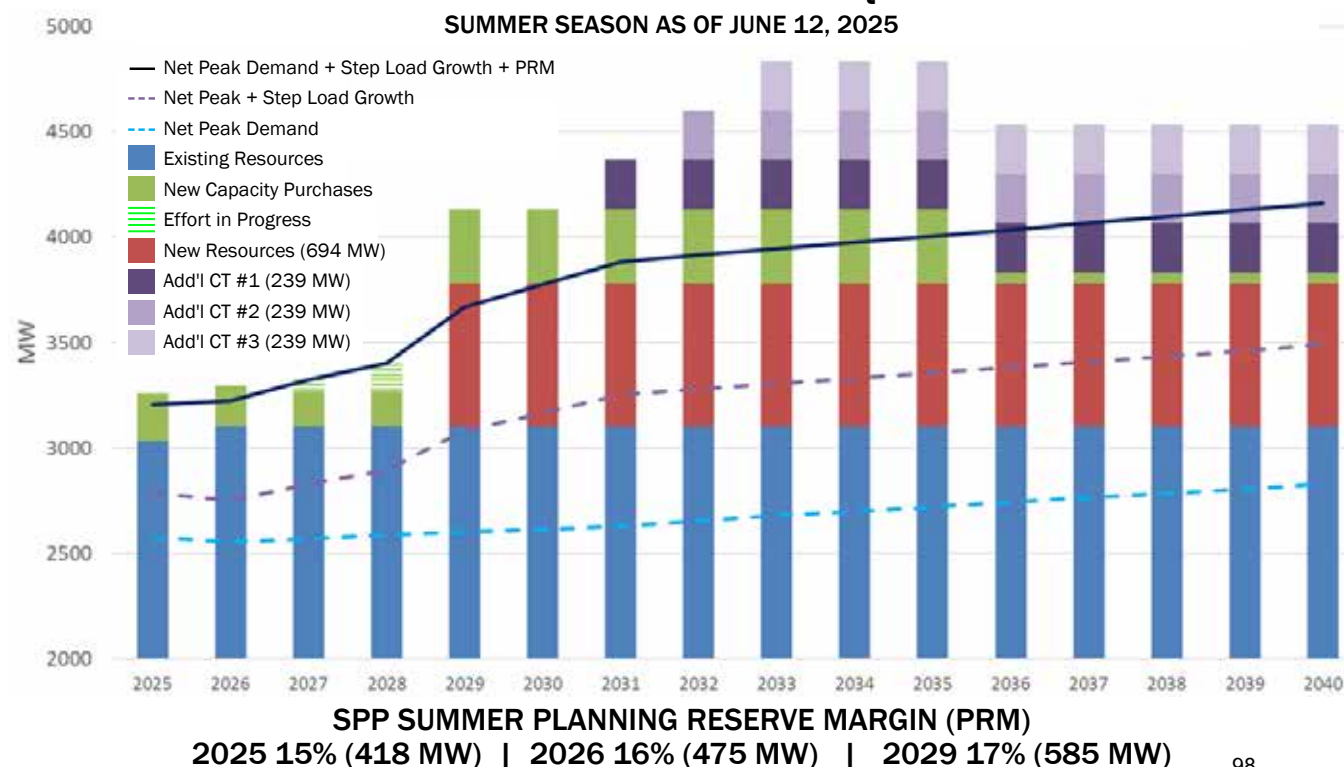
1. Recovering the costs of new generation and infrastructure over the life of the assets allows for managing potential rate increases and for future users of those facilities to pay for those assets as they benefit from them.
2. A 35-year wholesale power contract allows NPPD to obtain the lowest-cost financing possible, allowing us to affordably power Nebraska's tomorrow, together.

# WE'RE EXPANDING OUR DIVERSE GENERATION MIX

*to meet your growing energy needs*

NPPD's planned new generation **will complement our existing fleet** and strengthen our ability to be the affordable, reliable, resilient provider Nebraskans have come to know and trust. As we look toward the Nebraska of tomorrow, **we are excited to collaborate with our customers** to meet the state's growing energy needs.

## ACCREDITED CAPACITY RESOURCE STACK COMPARISON WITH LOAD & RESOURCE ADEQUACY PROJECTIONS





# OUR PLANNED NEW GENERATION FACILITIES WILL HELP

*empower Nebraska's tomorrow*

NPPD's board of directors' approval to **expand our existing generation resources** with combustion turbines and reciprocating internal combustion engine units **will add more capacity and create more flexibility and responsiveness** within our generation mix. We are also pursuing a license extension at **Cooper Nuclear Station, Nebraska's largest single source of carbon-free electricity.**

PROJECT	ESTIMATED MW	LOCATION	ESTIMATED TOTAL COST	TARGET IN SERVICE
Reciprocating Internal Combustion Engines (RICE)	216 MW	Princeton Road Station North of Sheldon Station	\$789 Million	June 2029
Combustion Turbines (CT)	478 MW	Princeton Road Station North of Sheldon Station	\$720 Million	June 2029
Combustion Turbines (CT)	717 MW	Beatrice Power Station	\$1,052 Million	2031-2033
Cooper Nuclear Station (CNS) License Extension	835 MW	CNS	\$115 Million	January 2034

# CUSTOMERS HAVE AND WILL CONTINUE TO BENEFIT FROM

*a very diverse generation mix*

Customers rely on some of the best power generation assets in the region. Our Cooper Nuclear Station, **the state's largest single-unit energy generating facility**, has a strong regulatory standing and is considered **one of the country's best-performing boiling water nuclear power plants**. Gerald Gentleman Station **is the state's largest energy-generating facility** and is recognized as **one of the nation's lowest-cost, coal-fired generating stations**.

Our **emPOWERING Nebraska's Tomorrow generation** will complement all of our dependable resources and strengthen our ability to be the **affordable, reliable, resilient** provider Nebraskans have come to know and trust.

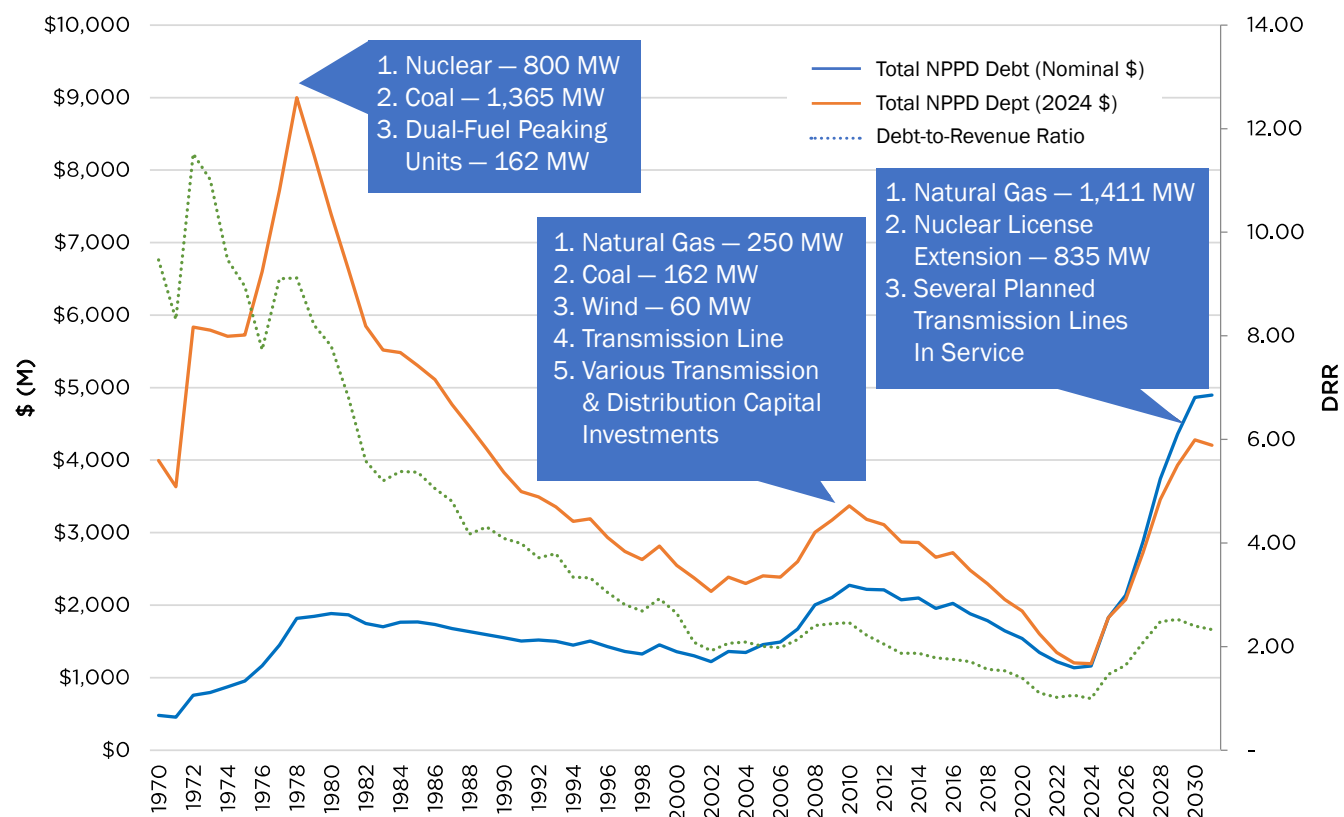


# WE HAVE A STRONG LEGACY OF RESPONSIBLY FINANCING

*needed generation and essential infrastructure*

We use **sound investment practices** and leverage **appropriate financing structures** when building new generation facilities and infrastructure, **providing the best value for current and future customers, who all benefit from the assets.**

**NPPD HISTORICAL DEBT  
NOMINAL \$ VS. 2024 \$ W/DEBT-TO-REVENUE RATIO (DRR)**



# MAKING THE RIGHT DECISIONS TO HELP

*mitigate risks for customers*

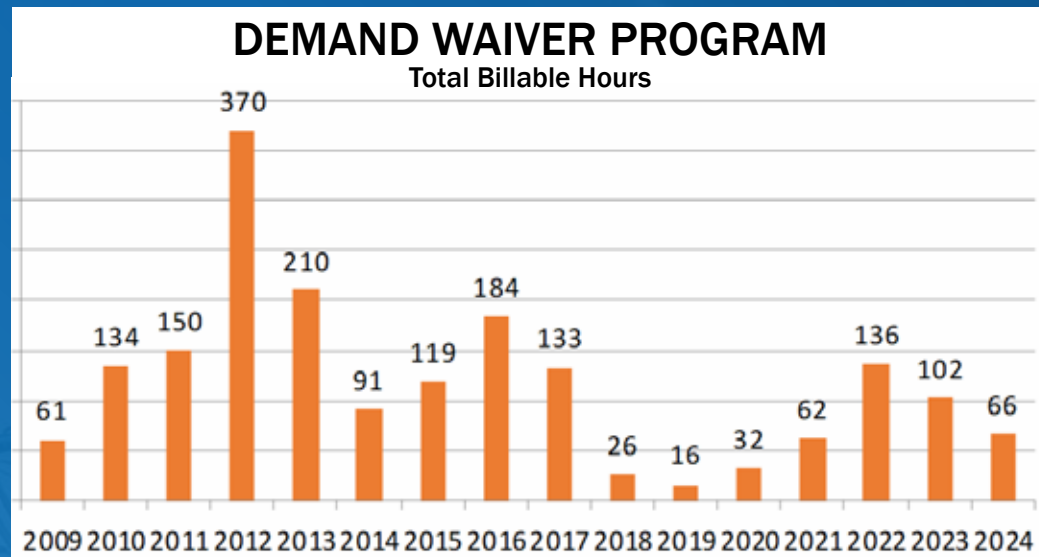
**Operating a modern electric utility means managing a variety of risks** – including regulatory changes, operational disruptions, market volatility, cyber security, and so much more – and weighing the costs of consequences with implementing strategies to mitigate them. **NPPD'S board of directors and leadership make careful decisions** about what is right for its customers as part of a holistic risk management plan.





## Special power products = flexibility for customers

NPPD's industry-leading **Demand Waiver Program**, which is offered to wholesale customers, has avoided the need for a **600-megawatt generating facility** to meet the high energy demand needed for summer irrigation.



### OTHER SPECIAL POWER PRODUCT OFFERINGS



SIMULTANEOUS  
BUY-SELL



STAND-BY  
SERVICE



ENERGY  
CURTAILMENT



ECONOMIC  
DEVELOPMENT RATE



LARGE CUSTOMER  
INTERRUPTIBLE RATE



LARGE CUSTOMER  
MARKET-BASED RATE



INTERRUPTIBLE  
MARKET-BASED RATE



DEMAND RESPONSE  
RESOURCE RATE

## ALWAYS THERE TO...

### Provide local generation solutions

**Self-supply up to two megawatts or 10% of NPPD's wholesale customers' reference demand of qualifying local generation (QLG) is allowed.**

Also, the ability to partner on projects or trade QLG allowance.



### Offer a helping hand when needed

**Public power in Nebraska means we are in this together.**

Whether providing mutual aid or critical materials after a storm or helping support initiatives that attract economic development to communities and service territories, we work hand-in-hand.



### Power Nebraska's energy needs

NPPD is taking the necessary steps to add more generation to **keep its electric system reliable and resilient, while also balancing the need to keep rates affordable** amid the unprecedented load growth coming primarily to rural areas served by our wholesale customers.



### Partner to find energy solutions

**NPPD partners with numerous national organizations** like the Electric Power Research Institute (EPRI) and in-state entities like the Nebraska Center for Energy Sciences Research at the University of Nebraska – Lincoln to find solutions for grid modernization, increasing the value of the products and services we provide **to better serve our customers and improve quality of life in the state**, all while growing our state's economy by enabling additional value-added ag products.



# Let's power Nebraska, together

Few services touch consumers' lives like electricity. As your wholesale energy provider, **we understand how our services impact you and your customers.** It's a big responsibility, and our people make it happen every

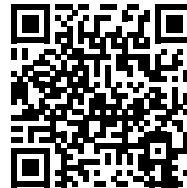
day! More than 2,000 devoted Nebraskans work safely among diverse, inclusive teams to deliver on your needs, expectations, and the excellent service you have come to expect. **Always there when you need us.**

## ONE VISION

We are a premier energy provider bringing the best of public power to Nebraskans, powering everyday life and a brighter future.

## ONE MISSION

Safely generate and deliver reliable, low-cost, sustainable energy and related services, while providing outstanding customer service.



**SCAN** to learn more about NPPD and our commitment to serve customers.



**Nebraska Public Power District**

*Always there when you need us*



# 2026 WHOLESALE POWER CONTRACT

## CONTRACT GUIDING PRINCIPLES

- Viewed through a lens of how the contract impacts end-use customers.
- Provides the financial security needed to stabilize the cost of electricity and manage risks appropriately for NPPD's customers.
- Contract length that supports cycles of building and financing.
- Allows customers to change their relationship with NPPD, as long as others are not disadvantaged.
- Promotes the unique benefits of Nebraska being an all public power state.
- Framework that adapts to statutory, regulatory, and technology changes.

## WHOLESALE POWER CONTRACT (WPC) TIMELINE



**WPC signature by  
October 31, 2025**

will include the Production Debt Offset  
and Performance Credit Provision

### CONTRACT KEY PROVISIONS

### GUIDING PRINCIPLES & INFORMATION

#### TERM OF CONTRACT

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Effective: January 1, 2026</li> <li>• Terminates: December 31, 2060</li> <li>• Term: 35 years</li> </ul> | <ul style="list-style-type: none"> <li>• Provides financial security and supports cycles of building and financing to serve all customers.</li> <li>• Currently pursuing approx. 1,411 MW of new and 835 MW of continued nuclear generation.</li> <li>• Provides for new generation to meet increased SPP Planning Reserve Margins.</li> <li>• Supports Cooper Nuclear Station's Operating License renewal through 2054.</li> <li>• Princeton Road Station in-service date is 2029.</li> <li>• Beatrice Power Station potential in-service dates are 2031, 2032 and 2033.</li> </ul> |
|---|--|

#### CUSTOMER COMMITTEE

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Provide input to the NPPD Board and act in an advisory capacity.</li> <li>• Will meet approximately four times a year or as needed.</li> <li>• Will have initially 11 members and will consist of a cross section of customers.</li> <li>• Areas of focus: 1) NPPD Strategic Plan, 2) Integrated Resource Plan, 3) Budget, Rate Stabilization Account and Load Forecast, 4) Rates and Special Power Products and 5) Offering this Contract or a replacement Contract to new or existing customers.</li> <li>• Voting authority consists of 1) Offer Contract to prospective customer, 2) Amend Customer Committee Charter, 3) Change Performance Standard and 4) Reopen Contract for modernization.</li> </ul> | <ul style="list-style-type: none"> <li>• Viewed through the lens of impacts to end-use customers and promotes unique benefits of public power.</li> <li>• Customer committee sits together with the board to discuss and provide input prior to the NPPD board taking action on selected topics.</li> </ul> |
|---|---|



## OPTIONS FOR CUSTOMER - CAPPING PURCHASES Agenda Item #11

- Customer may Cap their purchases of demand and energy from NPPD.
- Earliest Capping date is Dec. 31, 2035.
- Notice to Cap is at least 36 months.
- No Exit Fee to exercise Capping option.
- Customer will choose how to handle SPP Market and Transmission responsibilities: NPPD, third-party or combination.

- Allows customers ability to change their relationship while not disadvantaging others.
- Form of flexibility as customer may choose to serve load growth above Capped amount via alternative power supply options at their discretion.

## OPTIONS FOR CUSTOMER – QUALIFYING LOCAL GENERATION (QLG)

- QLG allowance for offsetting NPPD's power bill is 10% of Reference Demand.
- Renewable resources, including biofuels.
- Multiple customers may participate in projects together – not required to be connected to each customer's system.
- Customer may transfer (buy or sell) all or part of their QLG allowance to another customer.

- Provides the financial security needed to stabilize the cost of electricity and promotes the unique benefits of public power.
- Provides flexibility and greater opportunity to utilize QLG for self-supply and allows for economies of scale provided by larger project(s).
- Provides trade options, some can monetize their QLG allowance, allowing others to do additional self-supply.

## PRODUCTION DEBT OFFSET AND PERFORMANCE CREDIT

- Utilizes as a cost competitiveness benchmark, the Cooperative Finance Corporation (CFC) national values for production and transmission wholesale costs.
- If 2026 WPC is signed by October 31, 2025:
  - Customers can earn a 5% offset to the Production Debt portion of their Exit Fee if NPPD exceeds the 45th percentile in a given year. With a maximum offset limit accrual of 20%.
  - NPPD can earn performance credits (reduce the offset) at 2%, if NPPD's average cost is below the 25th percentile in a given year.

- Promotes the unique benefits of public power.
- Provides customers a potentially reduced Exit Fee if NPPD's costs have or are exceeding the cost performance standard per CFC benchmark.
- The 2026 WPC signed after October 31, 2025, will not include this Production Debt Offset and Performance Credit provision.

## EARLY TERMINATION

- Customer may terminate Contract prior to the end of term with payment of Exit Fee.
- Earliest date to terminate is December 31, 2035, with a three-year notice.
- May receive a reduced Exit Fee if NPPD exceeds the performance standard (if 2026 WPC is signed by October, 31, 2025).

- Allows customers ability to change their relationship while not disadvantaging others.
- Customers are provided flexibility to terminate the 2026 WPC prior to end of the term for any reason.

## EXIT FEE

- Customer's Exit Fee is determined by allocated share of 1) Outstanding Production Debt, 2) Generation Power Purchase Agreements and Power Supply Contracts stranded costs or benefits, and 3) Rate Stabilization Account credit.
- Customers' allocated share is based on percentage of most recent three-calendar year period of NPPD production revenues.
- After 2029, NPPD will provide customers annually their then current Exit Fee estimate.

- Allows customers to change relationship with NPPD as long as others are not disadvantaged.
- Provides a fair and transparent process to calculate a customer's Exit Fee option annually.
- The Exit Fee calculation methodology follows a balance sheet approach, which is less complex than other approaches and is documented in the 2026 WPC with an attempt to minimize possible future disputes.
- Limits impact on customers who stay.

## REOPENER

- After December 31, 2035, the 2026 WPC may be opened for good faith negotiations for an issue if approved by a super majority of the Customer Committee or the NPPD board.
- Any WPC changes require approval of a super majority of the Customer Committee and the NPPD board to be offered to customers for their consideration and potential adoption.

- Provides a framework for the WPC to adapt to statutory, regulatory, and technology changes.
- This provision allows unintended or unanticipated issues to be addressed prior to the end of the contract term.

## ARBITRATION

- Arbitration process will be used to settle unresolved contract disputes.

- Promotes unique benefits of public power.
- Using arbitration to resolve disputes has advantages compared to utilizing the courts since the arbitration board will presumably be electric industry experts who can best address what could be complex and technical issues.

## Ray Luhring

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**From:** Harris, Brad <Brad.Harris@gcinc.com>  
**Sent:** Friday, July 11, 2025 2:33 PM  
**To:** Harley Slater; Ray Luhring  
**Subject:** Pump quotes  
**Attachments:** Auburn Well Pump Replacements Quote - One Trip - 071125.pdf; Auburn Well Pump Inspection Quote - Two Trips - 071125.pdf

Alan,

Please find attached two different quotes to work on six of your wells. The one quote is coming in and installing all new pumps, take the ones we pulled out and clean them out in our shop at a later date. If they only need cleaning, you can put them on the shelf for the next time you pull the pump. They may need to be rebuilt or replaced, and this is not included in the pricing. We don't know until we inspect them. The other is to pull three pumps and return to the shop to clean them out. We would return to re-install then pull three more. These would be cleaned and reinstalled. There may be a delay with this way waiting for parts or pump replacement. These pumps are rebuildable, but parts are taking longer to get. If the bowl shaft needs replaced, then you just buy a new pump. We have also included a deduct if you want to replace with Wilo pumps rather than the Grundfos. You currently have a Wilo in Well 2. We are downsizing this to a 10 H.P. to avoid restricting Well 1 like we discussed.

If you have any questions, please give me a call. I am planning on attending the Wednesday board meeting.

Thanks

### Brad Harris

Account Manager III

360 W. 52<sup>nd</sup> Street  
 Fremont, NE 68025

**Direct:** 402-359-2042 | **Cell:** 402-980-6271

**Email:** [brad.harris@gcinc.com](mailto:brad.harris@gcinc.com)

[www.graniteconstruction.com](http://www.graniteconstruction.com)



**PLEASE NOTE THE CHANGE OF ADDRESS ABOVE AS OF OCTOBER 7, 2024.**



**QUOTATION****Layne Christensen Company**

360 W 52nd Street  
 Fremont, NE 68025  
 Phone (402) 359-2042  
 Fax (402) 359-2310

Date: 07/11/25

P.O. Number: \_\_\_\_\_

Purchaser: **Auburn Board of Public Works**

Attn: Alan Slater  
 1600 O Street  
 Auburn, NE 68305  
 Phone Number (402) 274-4981 - ext 103  
 Fax Number  
 Email: [aslater@auburnbpw.com](mailto:aslater@auburnbpw.com)

Job Number: \_\_\_\_\_

We are pleased to submit the following quotation:

Job Description: Pull & Inspect Submersible Pumps in Wells 1,2,5,6,19 & 20 In Two Trips to the Site**MATERIALS**

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
		No parts or shop labor to repair the pumps included		
<b>TOTAL MATERIALS</b>				

**LABOR**

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
1	LS	Pump Crew Labor - mobilize, pull and inspect submersible pumps in six wells IN TWO TRIPS TO THE SITE (no motors or other parts included)	33,065.00	33,065.00
6	EA	Shop Labor - disassemble and clean six submersible pumps in Layne's Fremont shop	505.00	3,030.00
<b>NOTES:</b> 1) Payment Terms Net 30 Days. 2) Prices Valid For 30 Days From Date of Quotation.				
<b>TOTAL LABOR</b>				\$36,095.00
<b>TOTAL PROJECT</b>				\$36,095.00

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After said thirty (30) days, disposal of such equipment may be made by the Contractor without incurring any liability.

Purchaser

Contractor

Auburn Board of Public WorksLayne Christensen Company

By: \_\_\_\_\_

By: Terry Heitger  
Terry Heitger

Title: \_\_\_\_\_

Title: Project Manager III

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

Date: 07/11/25

PO #: \_\_\_\_\_

Are you tax exempt? (Circle One) YES NO



## SITE SAFETY AND SITE CONDITIONS CHECKLIST

CUSTOMER NAME: Auburn Board of Public Works  
 QUOTATION DATE: 7/11/25  
 PROJECT DESCRIPTION: Pull & Inspect Submersible Pumps in Wells 1,2,5,6,19 & 20 In Two Trips to the Site

Please check any of the following site safety or general site concerns that may apply to the above referenced project, provide a brief explanation, and return with signed Confirming Order.

- ☐ Overhead power, power drops, or other electrical concerns: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ If power issues exist, can they be disconnected?: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Is there a grounding system available to tie into if a generator is required for the work?: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Site access concerns or challenges for service equipment: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Confined space issues: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Rooftop access hatch or building removal required: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Work hours restrictions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Is there a water supply source available other than the well being worked on: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Other issues / concerns: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





## STANDARD TERMS &amp; CONDITIONS FOR PROPOSAL

1. **Applicability.** These terms and conditions are incorporated into the proposal (collectively, the "Contract") from Layne Christensen Company ("Provider") to furnish equipment, labor, materials, products and/or services ("Work") to you ("Company"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Company's general terms and conditions of purchase, regardless of whether or when Company may have submitted a purchase order or contract.
2. **Payment.** Provider's agreement to perform Work hereunder is conditioned upon Company's satisfaction of Provider's credit terms, as determined in Provider's sole discretion. Payment terms are net 30 days from date of Provider's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Provider shall be entitled to stop work and recover all costs and expenses, including reasonable attorneys' fees, arising out of Company's failure to make all payments due under this Contract in a timely manner.
3. **Taxes.** Company is responsible for payment of all taxes and duties not specifically assumed in writing by Provider in the Contract. Company agrees to defend, indemnify and hold Provider harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Provider.
4. **Suspension; Termination.** In addition to any other remedies available to Provider, Provider may suspend or terminate this Contract with immediate effect upon written notice to Company, if Company: (i) fails to pay any amount when due under this Contract (or any other agreement Company has with Provider); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Company has with Provider); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Provider, as determined by Provider in its sole discretion.
5. **Shipment; Delivery.** Unless otherwise agreed in writing, all Work purchased by Company shall be FOB Provider's plant sourcing the Contract. If FOB Destination, the Company agrees to provide suitable roadways or approaches to points of delivery. Provider reserves the right to cease deliveries if Provider concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Company contracts delivery beyond curb line, Company assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks. Delays of more than 20 minutes are subject to an additional charge. Company also agrees to provide a safe, suitable work area for Provider and its employees.
6. **Title and Risk of Loss.** Title and risk of loss passes to Company at the time any Work is loaded into Company's, or Company's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Provider's delivery, upon delivery or performance of the Work.
7. **Warranty.** Provider warrants the Work will conform to any applicable plans and specifications. **PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.** Company shall verify that Provider's Work complies with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Provider shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Company fails to pay Provider in full for the Work provided by Provider pursuant to this Contract or fails to provide Provider timely written notice following discovery of defective Work and a reasonable opportunity to cure.
8. **Time.** Provider shall make reasonable efforts to provide the Work by the specified delivery date and provide notice to Company of any expected delays. Provider is not responsible for any delays including, but not limited to, labor disputes, repairs to machinery, fire, flood, inclement weather, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce Work meeting any applicable specification or requirement. Company shall equitably compensate Provider for additional costs incurred as a result of delays outside Provider's control. In the event any such delay, Provider reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.
10. **No Waiver.** Provider's failure to exercise any right hereunder shall not impair or waive Provider's privilege of exercising such right to any subsequent time or times.
11. **Damages.** Provider's liability for any damages related to this Contract shall be limited to, at Provider's option, (i) replacement of defective Work or (ii) an equitable refund of prior payments by Company. **IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL,**

**EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** It is further understood that Provider shall not be responsible for any damage to or deterioration of any of its Work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Provider, whether or not such failure or inadequacy was or could have been known at the time its Work was undertaken, or for any Work performed under adverse weather conditions.

12. **Indemnity.** To the maximum extent permitted by applicable law, Company shall defend, indemnify and hold Provider, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of: (i) Company's breach of this Contract or (ii) any act or omission by or on behalf of Company, its employees, contractors, and/or agents.

13. **Applicable Law.** This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

14. **Work Conditions.** Provider shall have no responsibility for any site condition unless it was ascertainable through a visual pre-bid examination of the Project site or disclosed in writing to Provider prior to the execution of the Contract. Provider shall be entitled to rely on the design documents and specifications as being accurate and complete and shall not be responsible for errors or deficiencies in such documents. If Provider's Work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Provider to perform its Work in a normal uninterrupted single shift operation. Unless a time for the performance of Provider's Work is specified, Provider shall undertake the Work in the course of its normal operating schedule. Provider shall not be liable for any failure to undertake or complete the Work for causes beyond its control, and Provider may suspend the Work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the Project site of utilities, facilities, substances, or objects, including but not limited to any substance that in Provider's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this Work or other operations in which Provider is involved, directly or indirectly. If, for causes beyond Provider's control, Provider's Work is not completed within twelve (12) months after the date of Company's acceptance of the Contract, Provider may cancel this Contract. In such event: (i) Provider shall be relieved of any further obligation with respect to the balance of the Work and (ii) Provider shall be entitled to receive final and complete payment for all Work performed by Provider through the date of cancellation within fifteen (15) days thereafter.

15. **Miscellaneous.** Unless otherwise specified in writing, Company shall be responsible for inspecting and testing the Work and confirming that the Work complies with the applicable specifications at Provider's facility prior to directing shipment. All funds paid to Company from a third party for Provider's Work shall be deemed in trust for the payment of Provider. Safety Data Sheets and product label information are available at Provider's office or Provider's website. Company agrees to draw to the attention of any persons handling or using the Work or having access to the Work while in Company's possession or to whom Company sells the Work or any part thereof any Safety Data Sheets or label information, or any other literature or packaging relating to the Work.

16. **MANDATORY BINDING ARBITRATION. ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED; PROVIDED, HOWEVER, A PANEL OF THREE ARBITRATORS SHALL RESOLVE ALL DISPUTES WHERE THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION ("LARGE DISPUTES"). THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION PURSUANT TO AAA'S CONSTRUCTION INDUSTRY ARBITRATION RULES. THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED. EACH PARTY AFFIRMATIVELY AGREES TO THE ARBITRATION PROVISION SET FORTH HEREIN AND INTENDS THAT THIS PARAGRAPH SATISFIES THE ARBITRATION REQUIREMENTS OF ANY APPLICABLE LAW.**

# QUOTATION

## **Layne Christensen Company**

360 W 52nd Street  
Fremont, NE 68025  
Phone (402) 359-2042  
Fax (402) 359-2310

Date: 07/11/25

P.O. Number: \_\_\_\_\_

Purchaser: Auburn Board of Public Works

Attn: Alan Slater  
1600 O Street  
Auburn, NE 68305  
Phone Number (402) 274-4981 - ext 103  
Fax Number  
Email: [aslater@auburnbpw.com](mailto:aslater@auburnbpw.com)

Job Number: \_\_\_\_\_

We are pleased to submit the following quotation:

Job Description: Replace Submersible Pumps in Wells 1,2,5,6,19 & 20 In One Trip to the Site

### MATERIALS

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
6	EA	Grundfos Submersible Pumps, models 160S75-4 or 160S100-5	3,980.00	23,880.00
		NOTES: 1) If Wilo pumps are preferred, the total cost deduct for the six pumps would be \$10,710.		
TOTAL MATERIALS				\$23,880.00

### LABOR

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
1	LS	Pump Crew Labor - mobilize, pull and replace submersible pumps in six wells IN ONE TRIP TO THE SITE (no motors or other parts included)	28,015.00	28,015.00
6	EA	Shop Labor - disassemble and clean six submersible pumps in Layne's Fremont shop	505.00	3,030.00
		NOTES: 1) Payment Terms Net 30 Days.		
		2) Prices Valid For 30 Days From Date of Quotation.		
TOTAL LABOR				\$31,045.00
TOTAL PROJECT				\$54,925.00

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After said thirty (30) days, disposal of such equipment may be made by the Contractor without incurring any liability.

Purchaser

Contractor

Auburn Board of Public Works

Layne Christensen Company

By: \_\_\_\_\_

By: Terry Helliger

Title: \_\_\_\_\_

Title: Project Manager III

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

Date: 07/11/25

PO #: \_\_\_\_\_

Are you tax exempt? (Circle One) YES NO



## SITE SAFETY AND SITE CONDITIONS CHECKLIST

CUSTOMER NAME: Auburn Board of Public Works  
 QUOTATION DATE: 7/11/25  
 PROJECT DESCRIPTION: Replace Submersible Pumps in Wells 1,2,5,6,19 & 20 In One Trip to the Site

Please check any of the following site safety or general site concerns that may apply to the above referenced project, provide a brief explanation, and return with signed Confirming Order.

- ☐ Overhead power, power drops, or other electrical concerns: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ If power issues exist, can they be disconnected?: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Is there a grounding system available to tie into if a generator is required for the work?: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Site access concerns or challenges for service equipment: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Confined space issues: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Rooftop access hatch or building removal required: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Work hours restrictions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Is there a water supply source available other than the well being worked on: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Other issues / concerns: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_







### STANDARD TERMS & CONDITIONS FOR PROPOSAL

1. **Applicability.** These terms and conditions are incorporated into the proposal (collectively, the "Contract") from Layne Christensen Company ("Provider") to furnish equipment, labor, materials, products and/or services ("Work") to you ("Company"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Company's general terms and conditions of purchase, regardless of whether or when Company may have submitted a purchase order or contract.
  2. **Payment.** Provider's agreement to perform Work hereunder is conditioned upon Company's satisfaction of Provider's credit terms, as determined in Provider's sole discretion. Payment terms are net 30 days from date of Provider's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1 1/2%) per month or the highest rate allowable by law, whichever is less. Provider shall be entitled to stop work and recover all costs and expenses, including reasonable attorneys' fees, arising out of Company's failure to make all payments due under this Contract in a timely manner.
  3. **Taxes.** Company is responsible for payment of all taxes and duties not specifically assumed in writing by Provider in the Contract. Company agrees to defend, indemnify and hold Provider harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Provider.
  4. **Suspension; Termination.** In addition to any other remedies available to Provider, Provider may suspend or terminate this Contract with immediate effect upon written notice to Company, if Company: (i) fails to pay any amount when due under this Contract (or any other agreement Company has with Provider); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Company has with Provider); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Provider, as determined by Provider in its sole discretion.
  5. **Shipment; Delivery.** Unless otherwise agreed in writing, all Work purchased by Company shall be FOB Provider's plant sourcing the Contract. If FOB Destination, the Company agrees to provide suitable roadways or approaches to points of delivery. Provider reserves the right to cease deliveries if Provider concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Company contracts delivery beyond curb line, Company assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks. Delays of more than 20 minutes are subject to an additional charge. Company also agrees to provide a safe, suitable work area for Provider and its employees.
  6. **Title and Risk of Loss.** Title and risk of loss passes to Company at the time any Work is loaded into Company's, or Company's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Provider's delivery, upon delivery or performance of the Work.
  7. **Warranty.** Provider warrants the Work will conform to any applicable plans and specifications. **PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.** Company shall verify that Provider's Work complies with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Provider shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Company fails to pay Provider in full for the Work provided by Provider pursuant to this Contract or fails to provide Provider timely written notice following discovery of defective Work and a reasonable opportunity to cure.
  8. **Time.** Provider shall make reasonable efforts to provide the Work by the specified delivery date and provide notice to Company of any expected delays. Provider is not responsible for any delays including, but not limited to, labor disputes, repairs to machinery, fire, flood, inclement weather, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce Work meeting any applicable specification or requirement. Company shall equitably compensate Provider for additional costs incurred as a result of delays outside Provider's control. In the event any such delay, Provider reserves the right to determine the order of priority of delivering to its purchasers.
  9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.
  10. **No Waiver.** Provider's failure to exercise any right hereunder shall not impair or waive Provider's privilege of exercising such right to any subsequent time or times.
  11. **Damages.** Provider's liability for any damages related to this Contract shall be limited to, at Provider's option, (i) replacement of defective Work or (ii) an equitable refund of prior payments by Company. **IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL,**
- EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** It is further understood that Provider shall not be responsible for any damage to or deterioration of any of its Work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Provider, whether or not such failure or inadequacy was or could have been known at the time its Work was undertaken, or for any Work performed under adverse weather conditions.
12. **Indemnity.** To the maximum extent permitted by applicable law, Company shall defend, indemnify and hold Provider, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of: (i) Company's breach of this Contract or (ii) any act or omission by or on behalf of Company, its employees, contractors, and/or agents.
  13. **Applicable Law.** This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state under the Project is located.
  14. **Work Conditions.** Provider shall have no responsibility for any site condition unless it was ascertainable through a visual pre-bid examination of the Project site or disclosed in writing to Provider prior to the execution of the Contract. Provider shall be entitled to rely on the design documents and specifications as being accurate and complete and shall not be responsible for errors or deficiencies in such documents. If Provider's Work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Provider to perform its Work in a normal uninterrupted single shift operation. Unless a time for the performance of Provider's Work is specified, Provider shall undertake the Work in the course of its normal operating schedule. Provider shall not be liable for any failure to undertake or complete the Work for causes beyond its control, and Provider may suspend the Work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the Project site of utilities, facilities, substances, or objects, including but not limited to any substance that in Provider's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this Work or other operations in which Provider is involved, directly or indirectly. If, for causes beyond Provider's control, Provider's Work is not completed within twelve (12) months after the date of Company's acceptance of the Contract, Provider may cancel this Contract. In such event: (i) Provider shall be relieved of any further obligation with respect to the balance of the Work and (ii) Provider shall be entitled to receive final and complete payment for all Work performed by Provider through the date of cancellation within fifteen (15) days thereafter.
  15. **Miscellaneous.** Unless otherwise specified in writing, Company shall be responsible for inspecting and testing the Work and confirming that the Work complies with the applicable specifications at Provider's facility prior to directing shipment. All funds paid to Company from a third party for Provider's Work shall be deemed in trust for the payment of Provider. Safety Data Sheets and product label information are available at Provider's office or Provider's website. Company agrees to draw to the attention of any persons handling or using the Work or having access to the Work while in Company's possession or to whom Company sells the Work or any part thereof any Safety Data Sheets or label information, or any other literature or packaging relating to the Work.
  16. **MANDATORY BINDING ARBITRATION. ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED; PROVIDED, HOWEVER, A PANEL OF THREE ARBITRATORS SHALL RESOLVE ALL DISPUTES WHERE THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION ("LARGE DISPUTES"). THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION PURSUANT TO AAA'S CONSTRUCTION INDUSTRY ARBITRATION RULES. THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED. EACH PARTY AFFIRMATIVELY AGREES TO THE ARBITRATION PROVISION SET FORTH HEREIN AND INTENDS THAT THIS PARAGRAPH SATISFIES THE ARBITRATION REQUIREMENTS OF ANY APPLICABLE LAW.**

**CITY OF AUBURN BOARD OF PUBLIC WORKS  
1600 "O" STREET  
Auburn, Nebraska 68305**

**SPECIFICATIONS FOR A 2025 4X4 ½ TON CREW CAB PICKUP TRUCK**

**INVITATION FOR BIDS**

The Board of Public Works, Auburn, Nebraska will receive bids until 1:30 P.M., local time, **September 11, 2025** at the Board of Public Works Offices, Auburn, Nebraska at which time and place all bids will be publicly opened and all bid prices read aloud for furnishing one **2024 or 2025 new 4X4 ½ Ton Crew Cab Pickup Truck.**

No bid may be withdrawn within a period of thirty (30) days after the date fixed for the bid opening. Only firm (non-escalating) bids will be allowed.

Envelopes containing bids shall be sealed and will be accompanied by a warranty statement and all catalog and equipment descriptions to evaluate the unit being furnished. The envelope containing the bid shall be marked as follows:

Proposal for: City of Auburn Board of Public Works  
2024 or 2025 new 4X4 ½ Ton Crew Cab Pickup Truck  
Auburn, Nebraska

Bids Received: 1:30 P.M., Local Time  
September 11<sup>th</sup> 2025  
Board of Public Works Office  
Auburn, Nebraska

Specifications are on file at the Board of Public Works Office and may be obtained by written request from the Board of Public Works, P.O. Box 288, Auburn, Nebraska 68305, and telephone (402) 274-4981. Final payment will be made within (45) days after delivery and final acceptance of the equipment.

The Board of Public Works reserves the right to reject any and all bids and to waive informalities in bids submitted.



**CITY OF AUBURN BOARD OF PUBLIC WORKS**  
**1600 "O" Street**  
**Auburn, Nebraska 68305**

**SPECIFICATIONS FOR A 2025 4X4 ½ TON CREW CAB PICKUP TRUCK**

INSTRUCTION TO BIDDERS

Section 1 Explanation to Bidders

Any explanation regarding the meaning or interpretation of specifications or other contract documents must be requested in writing, with sufficient time allowed for receipt of a reply before the time of bid opening. Any such explanation or interpretation shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanation and interpretations made prior to the bid opening shall not be binding.

Section 2 Preparation of Bids

(a) Bids shall be submitted on the forms provided or copies thereof and must be signed by the bidder or a duly authorized representative thereof, evidence of which authority is attached. Any corrections to entries made on bid forms shall be initialed by the person signing the bid.

(b) Unless otherwise specified, telegraphic, emailed, faxed bids will not be considered. Modifications to bids already submitted will be allowed if submitted by fax prior to the time fixed in the Invitation for Bids. Modifications shall be submitted as such and shall not reveal the total amount of either the original or revised bids.

(c) Bidders shall submit a complete catalog and equipment description of unit being furnished with their bid.

(d) A warranty statement shall be included with the bid.

Section 3 Submission of Bids

Bids must be submitted as directed in the Invitation for Bids.

Section 4 Receipt and Opening of Bids

Bids shall be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so indicated shall be returned unopened.

Section 5 Withdrawal of Bids

Bids may be withdrawn at any time prior to opening by written or faxed request of the bidder. Negligence on the part of the bidder in preparing the bid shall not constitute a right to withdraw the bid subsequent to the bid opening.

**CITY OF AUBURN BOARD OF PUBLIC WORKS**  
**1600 "O" Street**  
**Auburn, Nebraska 68305**

**SPECIFICATIONS FOR A 2025 4X4 ½ TON CREW CAB PICKUP TRUCK**

Section 6 Presence of Bidders at Opening

At the time and place fixed for opening of bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may present in person or representative.

Section 7 Award of Contract

The Contract shall be awarded as soon as practicable after the bid opening, subject to the reservation of Section 8 hereinafter.

Section 8 Rejection of Bids

The Owner reserves the right to reject any and all bids.

Section 9 Sales Tax

This project is subject to the Nebraska Sales Tax. Bidders shall include Nebraska Sales Tax in their proposal.

Section 10 Named Equipment

Manufacturer's names or numbers are used for convenience in specifying the type, size, or grade of equipment desired. Other makes, if equal in all respects when offered by the Contractor and approved by the City's authorized representative, shall be accepted.

Section 11 Fair Labor Standards

The bidder shall comply with all Nebraska and Federal Laws.

**CITY OF AUBURN BOARD OF PUBLIC WORKS**  
**1600 "O" Street**  
**Auburn, Nebraska 68305**

**SPECIFICATIONS FOR A 2025 4X4 ½ TON CREW CAB PICKUP TRUCK**

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

TO: **Auburn Board of Public Works**

In compliance with your Invitation for Bids dated September 11, 2025, the undersigned hereby proposes to furnish one (1) **2024 or 2025 new 4X4 ½ Ton Crew Cab Pickup Truck** equipped and ready for service in strict accordance with the specifications and documents and of the most recent manufacturer, equipped and ready for service in strict accordance with the specifications and all contract documents in consideration of the following amount:

For furnishing one (1) **2024 or 2025 new 4X4 ½ Ton Crew Cab Pickup Truck** ready for service, and fully equipped with all accessories as described in the specifications.

Base Bid:

Net Price No Trade

\_\_\_\_\_ Dollars(\_\_\_\_\_)

Manufacturer \_\_\_\_\_

Model \_\_\_\_\_

Warranty Period \_\_\_\_\_

Location of all Parts and Repair Service will from \_\_\_\_\_

The following is a tabulation of items which were not specified but are in the lump sum or were specified and are not included in the lump sum bid. The Bidder shall clearly specify.

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The undersigned acknowledges receipt of the following

**CITY OF AUBURN BOARD OF PUBLIC WORKS**  
**1600 "O" Street**  
**Auburn, Nebraska 68305**

**SPECIFICATIONS FOR A 2025 4X4 ½ TON CREW CAB PICKUP TRUCK**

Addenda: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned agrees that a formal contract agreement with the Owner will be executed within \_\_\_\_\_ Days after receipt of the written acceptance of this bid.

Failure to execute a contract as provided herein, within the time stipulated above shall be just cause for the annulment of the award.

The undersigned agrees that, if awarded the contract, the vehicle will be supplied in \_\_\_\_\_ calendar days after the date of receipt of written notice.

Respectfully submitted:

\_\_\_\_\_  
Bidder/Contractor

\_\_\_\_\_  
Address and Phone Number

\_\_\_\_\_  
Signature and Title of Responsible Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Names of All Partners

**CITY OF AUBURN BOARD OF PUBLIC WORKS**  
**1600 "O" Street**  
**Auburn, Nebraska 68305**

**SPECIFICATIONS FOR A 2025 4X4 ½ TON CREW CAB PICKUP TRUCK**

SPECIAL CONDITIONS

1. General Description of Work

The work to be performed under the provisions of these contract documents consists of furnishing all material, equipment, supplies and appurtenances; providing all equipment, tools; performing all necessary labor and supervision; and the construction complete, including all work appurtenant there to the ½ ton 4X4 Pickup Truck.

2. Trade-in Equipment

NONE

3. Contract Documents

Unless otherwise provided in the Contract Documents, the Owner's representative will furnish to the Contractor, free of charge, all copies of specifications reasonably necessary for the execution of the work.

All specifications and copies thereof furnished by the Owner's representative shall be reused on other work and with the exception of the signed Contract; sets are to be returned to the Owner on request at the completion of the work.

(a) Execution, Correlation, and Intent of Documents

The agreements shall be signed in duplicate by both parties, to this Agreement. For such purpose the Contractor shall supply the required letters, specifications, drawing and similar data which were submitted with the proposal, and which are pertinent to and properly a part of this Agreement.

One copy of the executed Agreement will be sent to the Contractor; one will be filed with the Owner.

(b) Verbal Agreements

No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

(c) Extension of Time

The period of time for completion set forth in the Agreement shall be extended in amount equal to time lost due to cause which could not have been foreseen or beyond the control of the Contractor, and which were not the results of fault, negligence or deliberate act of the Contractor. Extension of time for completion shall also be allowed for delays in the progress of the work caused by any act or omission on the part of the Owner or its employees, or by other Contractors employed by the Owner, or delay to an act of the Government, or for any delay in the furnishing of necessary information by the Owner's representative, or for any other cause which in the opinion of the Owner entitles the Contractor to an extension of time.

The Contractor shall notify the Owner's representative within seven (7) days of any occurrence which, in the Contractor's opinion, entitles an extension of time for completion. Such notice shall be in writing. The Owner's representative shall acknowledge in writing receipt of any such claim by the Contractor within seven (7) days of its receipt.

Failure to complete the work within the number of calendar or working days stipulated in the Agreement, including the extension granted thereto, shall prevent the Contractor from receiving any further payments until the work is completed.



**CITY OF AUBURN BOARD OF PUBLIC WORKS**  
**1600 "O" Street**  
**Auburn, Nebraska 68305**

**SPECIFICATIONS FOR A 2025 4X4 ½ TON CREW CAB PICKUP TRUCK**

This specification is to set forth the specific requirements for a new **2024 or 2025 4X4 1/2 Ton Crew Cab Pickup Truck.**

This pickup truck shall be to the manufacturer's standard. It shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

If it is necessary to bid alternate equipment or to take exceptions to the specifications set forth, this must be stated in your bid. For each item, attach a separate page to the appropriate page and signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please feel free to attach extra sheets. When doing this, be sure your description references the appropriate question number.

Supplier will provide towing, pickup and loaner vehicle of equivalent style during warranty period while warranty period of purchased vehicle while in for warranty repairs.

Vehicle will be delivered to 1600 O Street Auburn, NE 68305 with at least ¼ tank of fuel. The vehicle will be road ready.

Supply a copy of manufacture's warranty with bid.

**General Truck Specifications**

Standard interior and exterior package

Standard instrument cluster

Minimum GVWR 6,400 lbs

Cab – Crew

Floor covering Rubber Mat type if available

Four wheel drive

Box 6 ft.

Engine – V8 Gas/Flex Fuel 300 horsepower minimum

Transmission automatic

Minimum 100 amp alternator

Rear Axle – Standard Gear with automatic locking

Wheels/Tires five, with steel rim with On/Off road black wall tires which comply with GVWR

Paint exterior solid white

Interior color black

Seat cloth 40/20/40 or 60/40 bench

Radio AMFM Stereo

External transmission cooler

**CITY OF AUBURN BOARD OF PUBLIC WORKS**  
**600 "O" Street**  
**Auburn, Nebraska 68305**

**SPECIFICATIONS FOR A 2025 4X4 ½ TON CREW CAB PICKUP TRUCK**

Front & Rear Bumpers – chrome  
Rear Bumper step style with pads  
Power windows tinted  
Power locks  
Tilt wheel  
Interior & exterior cargo lights  
Battery heavy duty 600 amp cold cranking  
Air conditioning  
Front tow hooks  
Running Boards

Warranty – Minimum 3 years or 36,000 miles or standard manufacture's warranty if greater. Warranty will begin on delivery date. Selling dealer during warranty period shall provide an equal loaner vehicle while said vehicle is in dealership for warranty work during warranty period.

The Board of Public Works reserves the right to reject any and all bids and to waive informalities in bids submitted.

Combined Financial Statements													
2025	YTD	Dec 2024	Nov 2024	Oct 2024	Aug 2024	YTD	Jul 2024	Jun 2024	May 2024	Apr 2024	Mar 2024	Feb 2024	Jan 2024
Total Operating Rev	5,089,325	0	0	0	0	5,089,325	834,474	735,750	620,687	621,906	653,072	788,792	834,645
Total Other Revenue	481,924	0	0	0	0	481,924	44,891	37,280	31,359	27,874	32,740	218,129	89,651
Total Non Operating Rev	281,577	0	0	0	0	281,577	40,282	53,601	27,020	46,190	52,644	16,778	45,062
<b>TOTAL REVENUE</b>	<b>5,852,826</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,852,826</b>	<b>919,647</b>	<b>826,631</b>	<b>679,066</b>	<b>695,969</b>	<b>738,456</b>	<b>1,023,699</b>	<b>969,358</b>
Total Operating Exp	(3,294,514)	0	0	0	0	(3,294,514)	(510,956)	(584,427)	(309,561)	(465,177)	(427,516)	(481,307)	(515,572)
Total Admin & Gen Exp	(1,024,632)	0	0	0	0	(1,024,632)	(147,936)	(147,642)	(131,738)	(162,957)	(137,145)	(151,351)	(145,862)
Total Depreciation Exp	(566,251)	0	0	0	0	(566,251)	(51,595)	(68,737)	(85,672)	(87,654)	(97,861)	(86,967)	(87,766)
Total Non Operating Exp	(55,196)	0	0	0	0	(55,196)	(8,338)	(8,608)	(8,264)	(10,276)	(8,025)	(5,881)	(5,802)
<b>TOTAL EXPENSES</b>	<b>(4,940,593)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(4,940,593)</b>	<b>(718,825)</b>	<b>(809,414)</b>	<b>(535,235)</b>	<b>(726,064)</b>	<b>(670,547)</b>	<b>(725,506)</b>	<b>(755,002)</b>
<b>NET INCOME</b>	<b>912,234</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>912,234</b>	<b>200,822</b>	<b>17,217</b>	<b>143,831</b>	<b>(30,095)</b>	<b>67,909</b>	<b>298,193</b>	<b>214,356</b>
less W & WW P&I	301,199	0	0	0	0	301,199	35,663	56,758	35,663	35,663	35,663	51,163	50,626
<b>Adjusted Net Income</b>	<b>611,035</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>611,035</b>	<b>165,159</b>	<b>(39,541)</b>	<b>108,168</b>	<b>(65,758)</b>	<b>32,246</b>	<b>247,030</b>	<b>163,730</b>
2024	YTD	Dec 2023	Nov 2023	Oct 2023	Aug 2023	YTD	Jul 2023	Jun 2023	May 2023	Apr 2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	8,523,596	745,108	627,932	662,914	687,552	4,924,187	807,245	706,859	653,879	630,339	627,987	697,318	800,561
Total Other Revenue	853,864	31,874	483,265	40,768	24,231	225,290	35,108	36,953	28,604	29,719	28,294	(3,492)	70,104
Total Non Operating Rev	488,270	54,462	27,808	46,938	11,556	287,944	53,445	60,408	14,858	39,726	58,236	22,808	38,463
<b>TOTAL REVENUE</b>	<b>9,865,730</b>	<b>831,444</b>	<b>1,139,006</b>	<b>750,621</b>	<b>723,338</b>	<b>5,437,421</b>	<b>895,798</b>	<b>804,220</b>	<b>697,341</b>	<b>699,784</b>	<b>714,517</b>	<b>716,635</b>	<b>909,128</b>
Total Operating Exp	(5,180,018)	(426,694)	(395,252)	(278,134)	(335,631)	(3,173,512)	(490,937)	(584,428)	(380,247)	(395,303)	(422,290)	(403,383)	(496,925)
Total Admin & Gen Exp	(1,795,272)	(129,472)	(143,173)	(152,571)	(172,396)	(1,004,420)	(136,787)	(149,548)	(128,091)	(140,662)	(145,272)	(150,042)	(154,018)
Total Depreciation Exp	(933,346)	(76,758)	(76,700)	(81,929)	(79,510)	(557,590)	(85,332)	(85,414)	(61,054)	(81,875)	(81,305)	(81,305)	(81,305)
Total Non Operating Exp	(104,579)	(6,096)	(5,959)	(29,624)	(7,263)	(49,239)	(6,555)	(7,983)	(6,960)	(6,731)	(6,820)	(7,500)	(6,689)
<b>TOTAL EXPENSES</b>	<b>(8,013,214)</b>	<b>(639,020)</b>	<b>(621,084)</b>	<b>(542,258)</b>	<b>(594,800)</b>	<b>(4,784,761)</b>	<b>(719,611)</b>	<b>(827,373)</b>	<b>(576,351)</b>	<b>(624,571)</b>	<b>(655,687)</b>	<b>(642,231)</b>	<b>(738,938)</b>
<b>NET INCOME</b>	<b>1,852,515</b>	<b>192,424</b>	<b>517,922</b>	<b>208,363</b>	<b>128,538</b>	<b>652,659</b>	<b>176,186</b>	<b>(23,153)</b>	<b>120,989</b>	<b>75,213</b>	<b>58,829</b>	<b>74,404</b>	<b>170,190</b>
less P&I Payment	681,096	56,758	56,758	56,758	56,758	397,306	56,758	56,758	56,758	56,758	56,758	56,758	56,758
<b>Adjusted Net Income</b>	<b>1,171,419</b>	<b>135,666</b>	<b>461,164</b>	<b>151,605</b>	<b>71,780</b>	<b>255,353</b>	<b>119,428</b>	<b>(79,911)</b>	<b>64,231</b>	<b>18,455</b>	<b>2,071</b>	<b>17,646</b>	<b>113,432</b>

Electric Department														
	YTD						YTD							
2025	12/31/2025	Dec 2025	Nov 2025	Oct 2025	Sept 2025	Aug 2025	7/31/2025	Jul 2025	Jun 2025	May 2025	Apr 2025	Mar 2025	Feb 2025	Jan 2025
Total Operating Rev	3,773,881	0	0	0	0	0	3,773,881	650,216	541,425	436,145	433,924	464,490	601,668	646,013
Total Other Revenue	195,300	0	0	0	0	0	195,300	25,167	26,660	21,026	18,306	24,411	24,779	54,952
Total Non Operating Rev	219,906	0	0	0	0	0	219,906	30,719	42,341	20,673	36,889	41,723	11,690	35,870
<b>TOTAL REVENUE</b>	<b>4,189,087</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,189,087</b>	<b>706,102</b>	<b>610,426</b>	<b>477,844</b>	<b>489,120</b>	<b>530,623</b>	<b>638,136</b>	<b>736,835</b>
Total Operating Exp	(2,599,056)	0	0	0	0	0	(2,599,056)	(420,958)	(420,227)	(227,565)	(380,024)	(341,656)	(396,729)	(411,897)
Total Admin & Gen Exp	(676,808)	0	0	0	0	0	(676,808)	(106,294)	(94,311)	(85,938)	(117,126)	(78,322)	(97,607)	(97,208)
Total Depreciation Exp	(220,200)	0	0	0	0	0	(220,200)	(12,159)	(26,722)	(34,461)	(36,461)	(36,999)	(36,699)	(36,699)
Total Non Operating Exp	(1,574)	0	0	0	0	0	(1,574)	(522)	(813)			(159)	(79)	0
<b>TOTAL EXPENSES</b>	<b>(3,497,638)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(3,497,637)</b>	<b>(539,933)</b>	<b>(542,073)</b>	<b>(347,964)</b>	<b>(533,611)</b>	<b>(457,136)</b>	<b>(531,115)</b>	<b>(545,805)</b>
<b>NET INCOME</b>	<b>691,449</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>691,450</b>	<b>166,169</b>	<b>68,352</b>	<b>129,880</b>	<b>(44,491)</b>	<b>73,487</b>	<b>107,021</b>	<b>191,031</b>
	YTD						YTD							
2024	12/31/2024	Dec 2024	Nov 2024	Oct 2024	Sept 2024	Aug 2024	7/31/2024	Jul 2024	Jun 2024	May 2024	Apr 2024	Mar 2024	Feb 2024	Jan 2024
Total Operating Rev	6,240,433	566,247	444,287	465,964	531,494	609,018	3,623,423	603,792	516,034	461,377	445,712	451,325	517,356	627,827
Total Other Revenue	357,004	23,511	101,101	26,779	26,364	26,630	152,620	25,827	22,928	19,928	17,867	20,238	(13,587)	59,418
Total Non Operating Rev	393,503	43,955	23,629	37,282	47,200	7,851	233,590	48,454	47,786	10,904	32,082	45,812	18,133	30,420
<b>TOTAL REVENUE</b>	<b>6,990,940</b>	<b>633,713</b>	<b>569,017</b>	<b>530,025</b>	<b>605,058</b>	<b>643,499</b>	<b>4,009,633</b>	<b>678,073</b>	<b>586,749</b>	<b>492,209</b>	<b>495,661</b>	<b>517,375</b>	<b>521,902</b>	<b>717,665</b>
Total Operating Exp	(4,069,151)	(331,936)	(316,955)	(192,844)	(338,566)	(405,299)	(2,483,551)	(401,435)	(391,554)	(296,030)	(319,244)	(340,363)	(328,538)	(406,387)
Total Admin & Gen Exp	(1,219,454)	(91,759)	(103,692)	(105,238)	(130,831)	(94,778)	(693,156)	(100,596)	(104,363)	(87,586)	(94,583)	(95,558)	(103,929)	(106,542)
Total Depreciation Exp	(392,157)	(36,197)	(36,142)	(36,131)	(36,074)	(36,074)	(211,538)	(35,896)	(35,978)	(12,188)	(31,869)	(31,869)	(31,869)	(31,869)
Total Non Operating Exp	(26,185)	(294)	(157)	(23,544)	(396)	(1,025)	(770)	(353)	0	(70)	(22)	(131)	(194)	0
<b>TOTAL EXPENSES</b>	<b>(5,706,947)</b>	<b>(460,186)</b>	<b>(456,946)</b>	<b>(357,757)</b>	<b>(505,867)</b>	<b>(537,176)</b>	<b>(3,389,015)</b>	<b>(538,280)</b>	<b>(531,895)</b>	<b>(395,874)</b>	<b>(445,718)</b>	<b>(467,921)</b>	<b>(464,530)</b>	<b>(544,798)</b>
<b>NET INCOME</b>	<b>1,283,993</b>	<b>173,527</b>	<b>112,071</b>	<b>172,268</b>	<b>99,191</b>	<b>106,323</b>	<b>620,618</b>	<b>139,793</b>	<b>54,854</b>	<b>96,335</b>	<b>49,943</b>	<b>49,454</b>	<b>57,372</b>	<b>172,867</b>

Water Department														
2025	YTD 12/31/2025	Dec 2025	Nov 2025	Oct 2025	Sept 2025	Aug 2025	YTD 7/31/2025	Jul 2025	Jun 2025	May 2025	Apr 2025	Mar 2025	Feb 2025	Jan 2025
Total Operating Rev	653,704	0	0	0	0	0	653,704	89,513	100,453	90,128	93,758	93,124	92,011	94,717
Total Other Revenue	58,193	0	0	0	0	0	58,193	16,678	7,067	6,717	5,151	5,407	9,218	7,956
Total Non Operating Rev	26,113	0	0	0	0	0	26,113	3,193	3,116	5,779	3,149	3,095	4,688	3,093
<b>TOTAL REVENUE</b>	<b>738,010</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>738,010</b>	<b>109,383</b>	<b>110,636</b>	<b>102,624</b>	<b>102,058</b>	<b>101,626</b>	<b>105,917</b>	<b>105,766</b>
Total Operating Exp	(428,114)	0	0	0	0	0	(428,114)	(45,466)	(162,382)	(41,576)	(37,588)	(41,122)	(42,965)	(57,015)
Total Admin & Gene Exp	(218,587)	0	0	0	0	0	(218,587)	(25,212)	(37,540)	(24,687)	(26,370)	(39,301)	(33,212)	(32,265)
Total Depreciation Exp	(182,441)	0	0	0	0	0	(182,441)	(16,063)	(22,802)	(27,006)	(26,988)	(36,657)	(26,063)	(26,862)
Total Non Operating Exp	(53,218)	0	0	0	0	0	(53,218)	(7,795)	(7,774)	(8,243)	(10,255)	(7,845)	(5,653)	(5,653)
<b>TOTAL EXPENSES</b>	<b>(882,360)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(882,359)</b>	<b>(94,535)</b>	<b>(230,498)</b>	<b>(101,512)</b>	<b>(101,201)</b>	<b>(124,925)</b>	<b>(107,893)</b>	<b>(121,795)</b>
<b>NET INCOME</b>	<b>(144,350)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(144,349)</b>	<b>14,929</b>	<b>(119,863)</b>	<b>1,112</b>	<b>857</b>	<b>(23,299)</b>	<b>(1,976)</b>	<b>(16,109)</b>
less P&I Accrual for NEDQ	132,489	0	0	0	0	0	132,489	18,402	18,402	18,402	18,402	18,402	20,508	19,971
Adjusted Net Income	(276,839)	0	0	0	0	0	(276,838)	(3,473)	(138,265)	(17,290)	(17,545)	(41,701)	(22,484)	(36,080)
2024	YTD 12/31/2024	Dec 2024	Nov 2024	Oct 2024	Sept 2024	Aug 2024	YTD 7/31/2024	Jul 2024	Jun 2024	May 2024	Apr 2024	Mar 2024	Feb 2024	Jan 2024
Total Operating Rev	1,155,520	86,483	89,702	101,582	109,218	121,006	647,528	108,646	96,546	98,799	92,382	84,093	87,147	79,916
Total Other Revenue	76,885	5,596	4,479	4,900	6,417	7,105	48,389	6,028	6,859	5,880	9,179	4,960	7,003	8,480
Total Non Operating Rev	35,658	2,787	3,577	3,132	3,084	3,682	19,397	2,352	3,280	2,694	2,320	2,977	3,287	2,487
<b>TOTAL REVENUE</b>	<b>1,268,063</b>	<b>94,866</b>	<b>97,758</b>	<b>109,614</b>	<b>118,719</b>	<b>131,793</b>	<b>715,314</b>	<b>117,026</b>	<b>106,685</b>	<b>107,373</b>	<b>103,882</b>	<b>92,030</b>	<b>97,437</b>	<b>90,883</b>
Total Operating Exp	(541,720)	(44,105)	(36,267)	(41,406)	(35,154)	(34,765)	(350,024)	(40,083)	(146,056)	(36,720)	(29,142)	(33,478)	(26,707)	(37,838)
Total Admin & General Exp	(324,031)	(23,464)	(24,346)	(25,993)	(37,704)	(25,079)	(187,445)	(21,413)	(26,265)	(24,392)	(26,527)	(28,731)	(28,086)	(32,030)
Total Depreciation Exp	(290,201)	(26,431)	(26,428)	(26,425)	(5,412)	(23,063)	(182,441)	(26,063)	(26,063)	(26,063)	(26,063)	(26,063)	(26,063)	(26,063)
Total Non Operating Exp	(74,752)	(5,653)	(5,653)	(5,891)	(5,653)	(5,890)	(46,011)	(5,854)	(7,635)	(6,541)	(6,341)	(6,341)	(6,958)	(6,341)
<b>TOTAL EXPENSES</b>	<b>(1,230,704)</b>	<b>(99,653)</b>	<b>(92,694)</b>	<b>(99,715)</b>	<b>(83,923)</b>	<b>(88,797)</b>	<b>(765,921)</b>	<b>(93,413)</b>	<b>(206,019)</b>	<b>(93,716)</b>	<b>(88,073)</b>	<b>(94,613)</b>	<b>(87,814)</b>	<b>(102,272)</b>
<b>NET INCOME</b>	<b>37,359</b>	<b>(4,787)</b>	<b>5,063</b>	<b>9,899</b>	<b>34,796</b>	<b>42,996</b>	<b>(50,607)</b>	<b>23,612</b>	<b>(99,334)</b>	<b>13,657</b>	<b>15,809</b>	<b>(2,583)</b>	<b>9,623</b>	<b>(11,389)</b>
less P&I Accrual for NEDQ	246,096	20,508	20,508	20,508	20,508	20,508	143,556	20,508	20,508	20,508	20,508	20,508	20,508	20,508
<b>Adjusted Net Income</b>	<b>(208,737)</b>	<b>(25,295)</b>	<b>(15,445)</b>	<b>(10,609)</b>	<b>14,288</b>	<b>22,488</b>	<b>(194,163)</b>	<b>3,104</b>	<b>(119,842)</b>	<b>(6,851)</b>	<b>(4,699)</b>	<b>(23,091)</b>	<b>(10,885)</b>	<b>(31,897)</b>

Wastewater Department														
	YTD						YTD							
2025	12/31/2025	Dec 2025	Nov 2025	Oct 2025	Sept 2025	Aug 2025	7/31/2025	Jul 2025	Jun 2025	May 2025	Apr 2025	Mar 2025	Feb-25	Jan 2025
Total Operating Rev	522,888	0	0	0	0	0	522,888	74,988	74,009	74,518	74,376	75,601	75,304	74,091
Total Other Rev	215,727	0	0	0	0	0	215,727	911	1,629	1,552	2,367	1,455	182,823	24,990
Total Non Operating Rev	35,558	0	0	0	0	0	35,558	6,370	8,144	568	6,151	7,826	400	6,098
<b>TOTAL REVENUE</b>	<b>774,173</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>774,173</b>	<b>82,270</b>	<b>83,782</b>	<b>76,639</b>	<b>82,895</b>	<b>84,882</b>	<b>258,526</b>	<b>105,179</b>
Total Operating Exp	(156,182)	0	0	0	0	0	(156,182)	(22,665)	(19,557)	(18,715)	(26,051)	(23,481)	(20,609)	(25,104)
Total Admin & Gen Exp	(129,238)	0	0	0	0	0	(129,238)	(16,430)	(15,790)	(21,113)	(19,461)	(19,522)	(20,532)	(16,389)
Total Depreciation Exp	(163,611)	0	0	0	0	0	(163,611)	(23,373)	(19,213)	(24,205)	(24,205)	(24,205)	(24,205)	(24,205)
Total Non Operating Exp	(404)	0	0	0	0	0	(404)	(21)	(21)	(21)	(21)	(21)	(149)	(149)
<b>TOTAL EXPENSES</b>	<b>(449,435)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(449,435)</b>	<b>(62,489)</b>	<b>(54,581)</b>	<b>(64,054)</b>	<b>(69,738)</b>	<b>(67,230)</b>	<b>(65,495)</b>	<b>(65,847)</b>
<b>NET INCOME</b>	<b>324,738</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>324,738</b>	<b>19,780</b>	<b>29,201</b>	<b>12,584</b>	<b>13,156</b>	<b>17,653</b>	<b>193,031</b>	<b>39,333</b>
less P&I Payment Accrual	147,615						147,615	17,261	17,261	17,261	17,261	17,261	30,655	30,655
<b>Adjusted Net Income</b>	<b>177,123</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>177,123</b>	<b>2,519</b>	<b>11,940</b>	<b>(4,677)</b>	<b>(4,105)</b>	<b>392</b>	<b>162,376</b>	<b>8,678</b>
													<b>SRF dep</b>	
	YTD						YTD							
2024	12/31/2024	Dec 2024	Nov 2024	Oct 2024	Sept 2024	Aug 2024	7/31/2024	Jul 2024	Jun 2024	May 2024	Apr 2024	Mar 20234	Feb 2024	Jan 2024
Total Operating Rev	890,544	72,560	74,531	75,588	76,926	76,210	514,730	75,058	74,522	73,892	72,421	72,810	72,997	73,030
Total Other Rev	400,539	1,247	376,276	7,709	2,283	737	12,287	1,254	5,351	1,020	1,171	1,004	1,555	934
Total Non Operating Rev	59,104	7,720	602	6,524	9,278	23	34,956	2,639	9,342	1,260	5,324	9,447	1,388	5,556
<b>TOTAL REVENUE</b>	<b>1,350,186</b>	<b>81,527</b>	<b>451,409</b>	<b>89,821</b>	<b>88,487</b>	<b>76,970</b>	<b>561,973</b>	<b>78,950</b>	<b>89,215</b>	<b>76,172</b>	<b>78,915</b>	<b>83,261</b>	<b>75,940</b>	<b>79,520</b>
Total Operating Exp	(308,897)	(29,386)	(20,905)	(22,825)	(22,263)	(27,736)	(185,782)	(27,757)	(25,327)	(25,981)	(26,047)	(26,552)	(22,388)	(31,731)
Total Admin & General Exp	(251,786)	(14,249)	(15,135)	(21,340)	(24,705)	(52,539)	(123,819)	(14,778)	(18,920)	(16,113)	(19,552)	(20,983)	(18,027)	(15,446)
Total Depreciation Exp	(251,560)	(14,130)	(14,130)	(19,373)	(19,373)	(20,373)	(163,611)	(23,373)	(23,373)	(22,803)	(23,943)	(23,373)	(23,373)	(23,373)
Total Non Operating Exp	(3,642)	(149)	(149)	(189)	(348)	(348)	(2,458)	(348)	(348)	(349)	(368)	(348)	(348)	(348)
<b>TOTAL EXPENSES</b>	<b>(815,885)</b>	<b>(57,914)</b>	<b>(50,319)</b>	<b>(63,727)</b>	<b>(66,689)</b>	<b>(100,996)</b>	<b>(475,671)</b>	<b>(66,256)</b>	<b>(67,968)</b>	<b>(65,246)</b>	<b>(69,910)</b>	<b>(71,256)</b>	<b>(64,136)</b>	<b>(70,898)</b>
<b>NET INCOME</b>	<b>534,301</b>	<b>23,613</b>	<b>401,090</b>	<b>26,094</b>	<b>21,798</b>	<b>(24,026)</b>	<b>86,302</b>	<b>12,694</b>	<b>21,247</b>	<b>10,926</b>	<b>9,005</b>	<b>12,005</b>	<b>11,803</b>	<b>8,621</b>
less P&I Payment Accrual	435,000	36,250	36,250	36,250	36,250	36,250	253,750	36,250	36,250	36,250	36,250	36,250	36,250	36,250
<b>Adjusted Net Income</b>	<b>99,301</b>	<b>(12,637)</b>	<b>364,840</b>	<b>(10,156)</b>	<b>(14,452)</b>	<b>(60,276)</b>	<b>(167,448)</b>	<b>(23,556)</b>	<b>(15,003)</b>	<b>(25,324)</b>	<b>(27,245)</b>	<b>(24,245)</b>	<b>(24,447)</b>	<b>(27,629)</b>



Garbage Department														
	YTD						YTD							
2025	12/31/2025	Dec 2025	Nov 2025	Oct 2025	Sept 2025	Aug 2025	7/31/2025	Jul 2025	Jun 2025	May 2025	Apr 2025	Mar 2025	Feb 2025	Jan 2025
Total Operating Rev	138,852	0	0	0	0	0	138,852	19,757	19,863	19,895	19,848	19,857	19,809	19,824
Total Other Revenue	12,704	0	0	0	0	0	12,704	2,135	1,925	2,064	2,049	1,467	1,310	1,753
Total Non Operating Rev	-	0	0	0	0	0	-	0	0	0	0	0	0	0
<b>TOTAL REVENUE</b>	<b>151,556</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>151,556</b>	<b>21,892</b>	<b>21,788</b>	<b>21,960</b>	<b>21,897</b>	<b>21,324</b>	<b>21,119</b>	<b>21,577</b>
Total Operating Exp	(150,628)	0	0	0	0	0	(150,628)	(21,867)	(21,727)	(21,705)	(21,514)	(21,257)	(21,004)	(21,555)
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>(150,628)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(150,628)</b>	<b>(21,867)</b>	<b>(21,727)</b>	<b>(21,705)</b>	<b>(21,514)</b>	<b>(21,257)</b>	<b>(21,004)</b>	<b>(21,555)</b>
<b>NET INCOME</b>	<b>928</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>928</b>	<b>25</b>	<b>61</b>	<b>255</b>	<b>383</b>	<b>68</b>	<b>115</b>	<b>22</b>
less Principal Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Adjusted Net Income</b>	<b>928</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>928</b>	<b>25</b>	<b>61</b>	<b>255</b>	<b>383</b>	<b>68</b>	<b>115</b>	<b>22</b>
2024	YTD						YTD							
	12/31/2024	Dec 2024	Nov 2024	Oct 2024	Sept 2024	Aug 2024	7/31/2024	Jul 2024	Jun 2024	May 2024	Apr 2024	Mar 2024	Feb 2024	Jan 2024
Total Operating Rev	237,101	19,819	19,413	19,781	158,264	(118,682)	138,506	19,749	19,756	19,810	19,825	19,759	19,818	19,788
Total Other Revenue	19,435	1,520	1,410	1,381	13,371	(10,241)	11,994	2,000	1,815	1,777	1,502	2,092	1,538	1,272
Total Non Operating Rev	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL REVENUE</b>	<b>256,536</b>	<b>21,339</b>	<b>20,823</b>	<b>21,162</b>	<b>171,635</b>	<b>(128,923)</b>	<b>150,500</b>	<b>21,749</b>	<b>21,571</b>	<b>21,587</b>	<b>21,326</b>	<b>21,851</b>	<b>21,356</b>	<b>21,061</b>
Total Operating Exp	(260,248)	(21,267)	(21,125)	(21,059)	(174,811)	132,169	(154,154)	(21,662)	(21,491)	(21,516)	(20,870)	(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>(260,248)</b>	<b>(21,267)</b>	<b>(21,125)</b>	<b>(21,059)</b>	<b>(174,811)</b>	<b>132,169</b>	<b>(154,154)</b>	<b>(21,662)</b>	<b>(21,491)</b>	<b>(21,516)</b>	<b>(20,870)</b>	<b>(21,897)</b>	<b>(25,750)</b>	<b>(20,969)</b>
<b>NET INCOME</b>	<b>(3,712)</b>	<b>71</b>	<b>(302)</b>	<b>102</b>	<b>(3,175)</b>	<b>3,246</b>	<b>(3,654)</b>	<b>87</b>	<b>81</b>	<b>71</b>	<b>456</b>	<b>(46)</b>	<b>(4,394)</b>	<b>91</b>
less Principal Payment											0	0	0	0
<b>Adjusted Net Income</b>	<b>(3,712)</b>	<b>71</b>	<b>(302)</b>	<b>102</b>	<b>(3,175)</b>	<b>3,246</b>	<b>(3,654)</b>	<b>87</b>	<b>81</b>	<b>71</b>	<b>456</b>	<b>(46)</b>	<b>(4,394)</b>	<b>91</b>

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

Auburn State Bank (Checking Acct) (1)

July 31, 2025

Account: 1010202

Bank Account Number: 191494

Bank Statement Balance:	4,866,844.72	Book Balance Previous Month:	4,888,695.96
Outstanding Deposits:	4,320.73	Total Receipts:	822,337.67
Outstanding Checks:	28,988.32	Total Disbursements:	868,856.50
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	4,842,177.13	Book Balance:	4,842,177.13
		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
1202	1,249.27	1207	1,257.98	1208	1,813.48		
Grand Totals:							4,320.73

Deposits cleared: 59 items

Deposits Outstanding: 3 items

Outstanding Checks Section

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
6	1,362.03	7	208.97	48866	129.70	48984	82.95
49055	165.58	49141	40.25	49204	99.73	49207	228.22
49355	47.89	49509	1.25	49640	30.00	49732	262.68
49787	57.63	50107	79.79	50109	157.55	50114	30.53
50194	109.35	50225	270.00	50241	1,200.00	50253	197.82
50254	210.74	63025109	375.23	73125105	108.10	73125106	20,612.61
73125107	1,747.70	73125108	797.83	73125109	374.19		
Grand Totals:							28,988.32

Checks cleared: 107 items

Checks Outstanding: 27 items

Bank Adjustments Section

Book Adjustments Section

Board of Public Works

Bank Reconciliation Report - by Bank Number

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Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

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

July 31, 2025

Account: 1010204

Bank Account Number: 457285

Bank Statement Balance:	1,094,343.32	Book Balance Previous Month:	1,093,833.29
Outstanding Deposits:	.00	Total Receipts:	510.03
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	1,094,343.32	Book Balance:	1,094,343.32
		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 - JULY 2025**

GL	ISSUED/ RENEWED DATE	MATURITY DATE	NUM.	TERM	INT.	RATE	OWNER	BANK	ORIGINAL\$	CURRENT\$
<b>ELECTRIC DEPARTMENT</b>										
1200	09/18/24	09/18/25	21003	12 MO	CMPQ	4.60%	Capitol Reserves	ASB	489,675.41	532,461.54
1200	09/18/24	09/18/25	21004	12 MO	CMPQ	4.60%	Capitol Reserves	ASB	545,764.92	564,364.08
1200	09/18/24	09/18/25	21005	12 MO	CMPQ	4.60%	Capitol Reserves	ASB	924,613.73	956,123.70
1200	09/18/24	09/18/25	21006	12 MO	CMPQ	4.60%	Capitol Reserves	ASB	688,056.24	711,504.55
1200	09/18/24	09/18/25	21007	12 MO	CMPQ	4.60%	Capitol Reserves	ASB	545,764.92	564,364.08
1200	07/09/25	07/09/25	21472	12 MO	CMPQ	4.06%	Capitol Reserves	ASB	813,533.17	813,533.17
1200	07/09/25	07/09/25	21470	12 MO	CMPQ	4.06%	Capitol Reserves	ASB	649,697.55	649,697.55
1200	07/09/25	07/09/25	21471	12 MO	CMPQ	4.06%	Capitol Reserves	ASB	649,697.81	649,697.81
1200	10/31/24	10/31/25	21148	12 MO	CMPQ	4.30%	Capitol Reserves	ASB	671,599.51	685,755.70
1200	05/29/25	05/29/26	21425	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	588,972.64	588,972.64
1200	03/24/25	03/24/26	1106849	12 MO	CMPQ	4.06%	Capitol Reserves	UBT	217,451.90	219,644.29
<b>TOTAL ELECTRIC INVESTMENTS</b>										<b>\$6,936,119.11</b>
<b>WATER DEPARTMENT</b>										
1200	09/18/24	09/18/25	21008	12 MO	CMPQ	4.60%	Capitol Reserves	ASB	260,865.02	269,755.06
1200	7/9/2025	07/09/25	21476	12 MO	CMPQ	4.06%	Capitol Reserves	ASB	244,762.18	244,762.18
1200	5/29/2025	05/29/26	21424	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	308,278.67	308,278.67
<b>TOTAL WATER INVESTMENTS</b>										<b>\$822,795.91</b>
<b>SEWER DEPARTMENT</b>										
1200	09/18/24	09/18/25	21009	12 MO	CMPQ	4.60%	Capitol Reserves	ASB	563,974.22	583,193.93
1200	09/18/24	09/18/25	21010	12 MO	CMPQ	4.60%	Capitol Reserves	ASB	84,324.87	91,692.89
1200	07/09/25	07/09/25	21475	12 MO	CMPQ	4.06%	Capitol Reserves	ASB	469,333.48	469,333.48
<b>TOTAL W.W. INVESTMENTS</b>										<b>\$1,144,220.30</b>
<b>TOTAL INVESTMENTS</b>										<b>\$8,903,135.32</b>

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

INTEREST ALLOCATION								
AUBURN STATE BANK RECONCILIATION - Through 07/31/2025								
		Prior Months balance #457285 \$1,093,339.94	Allocation		Deposits/ Transfers	Increase/ Decrease in Designated Funds	Checks/ Transfers/ Adjustments	Ending Balance #457285 \$1,093,833.29
E.Prev.Bal.		\$834,537.34	76.3%					
\$389.13		\$389.13						
E. REV.%	76.3%	\$834,537.34	100.0%	interest rounding	\$389.13 -\$0.02		\$0.01 \$0.00	\$834,926.48
		\$834,537.34	100.0%			389.11		
		\$0.00						\$834,926.48
W Prev. Bal.		\$162,183.70	14.83%				\$0.00	
\$75.64		\$75.64						
W. REV.%	14.83%	\$162,183.70	100.0%	interest rounding	\$75.64			\$162,259.34
		\$162,183.70	100.00%			75.64		
		\$0.00						\$162,259.34
WW.Prev.Bal.		\$97,112.23	8.88%					
\$45.29		\$45.29		rounding			\$0.00	
WW. REV%	8.88%	\$97,112.23	100.0%	interest	\$45.29			\$97,157.51
		\$97,112.23	100.00%			45.29		
		\$0.00	100.00%					\$97,157.51
492.9	510.03	\$1,093,833.27	v		\$493.35	510.03		\$1,094,343.32
** adjusted for rounding								
						INTEREST		\$389.11
						INTEREST		75.64
						INTEREST		\$45.29
Total Interest								510.03

2024 Interest

Dec	2,349.24
Nov	2,384.29
Oct	3,062.31
Sept	4,262.97
Aug	5,236.69
Jul	5,159.70
June	4,930.55
May	5,019.53
Apr	4,915.14
Mar	5,066.74
Feb	4,539.93
Jan	4,728.42

49,306.27 YTD Interest

2025 Interest

Dec	
Nov	
Oct	
Sept	
Aug	
Jul	2,774.76
Jun	2,706.98
May	2,761.46
Apr	2,622.92
Mar	2,673.84
Feb	2,343.16
Jan	2,433.86

18,316.98 YTD Interest

PLEDGING ANALYSIS						
Auburn State Bank - July 2025 Pledge Analysis						
PLEDGE#	ISSUE DATE	ORIGINAL AMOUNT	MATURITY	SECURITY PLEDGED	RATING-SP/Moodys	7/31/2025
112128KN2	12/19/17	\$ 130,000.00	12/15/29	BROKEN BOW NEB GO	NR	\$ 121,270.50
187857GD3	11/27/23	\$ 900,000.00	04/01/40	CLINTON-MACOMB MI PUB LIBR	NR	\$ 740,529.00
915899RK6	03/17/21	\$ 1,000,000.00	01/15/51	UPPER MERION PA AREA SCH DIST	NR	\$ 842,750.00
3137FL2Q6	04/20/20	\$ 2,000,000.00	01/25/26	FHLMC REMIC SERIES K-F58	NR	\$ 448,921.49
3137FL7L2	03/28/19	\$ 1,300,000.00	02/25/26	FHLMC REMIC SERIES K-F60	NR	\$ 226,839.81
3137H5FZ5	04/25/23	\$ 500,000.00	11/25/30	FHLMC REMIC Series K-J37	NR	\$ 461,773.45
3137FMCW0	08/07/19	\$ 2,000,000.00	05/25/29	FHMS KF63 A	NR	\$ 1,015,417.90
3140LE6E2	09/20/22	\$ 500,000.00	12/01/27	FNMA MBS 2ND LIEN MULT	NR	\$ 474,922.23
3140J2QH2	10/26/23	\$ 500,000.00	12/01/30	FNMA MBS BL9455	NR	\$ 428,871.91
3140LANP6	01/01/21	\$ 500,000.00	01/01/31	FNMA MBS BLLN MULTI 7+	NR	\$ 406,664.15
3140LBB85	12/21/23	\$ 500,000.00	02/01/36	FNMA MBS BLLN MULTI 7+	NR	\$ 356,236.94
3136AYEX7	09/01/17	\$ 500,000.00	09/25/35	FNMA REMIC TRUST 2017-83	NR	\$ 89,915.21
3136BLET3	09/18/23	\$ 500,000.00	12/25/46	FNR 2022-3EA	NR	\$ 296,577.52
34682EML4	03/01/19	\$ 330,000.00	09/01/36	FORT BEND CNTY TEX MUN UTIL	NR	\$ 299,920.50
3617LUUA4	06/27/22	\$ 1,100,000.00	02/20/70	GNMA HMBS	NR	\$ 174,746.88
38378BA74	08/01/12	\$ 875,000.00	11/16/51	GNMA REMIC TRUST 2012-100 AC	NR	\$ 139,597.01
38376RB70	04/09/20	\$ 1,150,000.00	10/20/66	GNMA REMIC TRUST 2016-H23	NR	\$ 234,620.99
38383PLB5	04/09/20	\$ 1,150,000.00	10/20/66	GNMA REMIC TRUST 2022-05	NR	\$ 736,709.42
414108KB5	05/15/20	\$ 375,000.00	08/15/36	HARRIS CO TX FRESH WTR SUPP	NR	\$ 288,768.75
564386TG5	02/20/24	\$ 595,000.00	02/15/31	MANSFIELD TEX INDPT SCH DIST	NR	\$ 519,202.95
564386TA8	08/20/24	\$ 105,000.00	02/15/31	MANSFIELD TEX INDPT SCH DIST	NR	\$ 93,251.55
64044XCH2	05/15/19	\$ 290,000.00	12/15/29	NEMAHA. CO NE SCH DIST LTD TAX	NR	\$ 281,981.50
64044XCT6	06/20/24	\$ 290,000.00	12/15/29	NEMAHA. CO NE SCH DIST NO 00	NR	\$ 259,935.70
83165BBH4	03/01/19	\$ 1,000,000.00	08/25/28	SBA PC VAR QTRLY ADJ	NR	\$ 124,644.46
83165BBN1	04/18/19	\$ 1,000,000.00	07/25/29	SBA POOL VARIABLE RATE	NR	\$ 186,564.07
784420AQ4	12/15/2005	\$ 1,750,000.00	12/15/05	SLC STUDENT LN TR 2005-3	NR	\$ 1,060,150.96
78443VAG7	01/25/07	\$ 1,000,000.00	01/25/42	SLM STUDENT LOAN TR 2007-1	NR	\$ 501,561.76
78443FAF4	07/19/07	\$ 1,000,000.00	01/25/43	SLM STUDENT LOAN TR 2007-5	NR	\$ 347,768.40
878867AF7	04/15/20	\$ 600,000.00	11/01/34	TECUMSEH NE RFD BDS	NR	\$ 516,312.00
91282CCE9	03/28/22	\$ 2,000,000.00	05/31/28	UNITED STATES TREASURY	NR	\$ 1,860,312.50
91282Z94	07/18/22	\$ 500,000.00	02/15/30	UNITED STATES TREASURY	NR	\$ 449,941.41
91282CBL4	08/16/23	\$ 450,000.00	02/15/31	UNITED STATES TREASURY	NR	\$ 386,771.49
91282CBS9	08/17/22	\$ 500,000.00	03/01/28	UNITED STATES TREASURY	NR	\$ 466,992.19
682001GZ9	02/20/225	\$ 1,000,000.00	02/01/46	OMAHA PUB PWR DIST NEB ELEC REC	nr	\$ 999,350.00
BOOK VALUE		\$27,890,000.00		MKT. VALUE		\$15,839,794.60



PLEDGING ANALYSIS (cont.)

**AUBURN STATE BANK BALANCES - July 2025**

Flexible Spending #443450	\$4,390.03
MMG # 457285 (T/D,Ins.,Rev.)	\$1,094,343.32
MMG #191494 E,W,WW Rev.	\$4,645,930.17
SNA #191460 E,W,WW Rev.	\$220,914.55
	<b>\$5,965,578.07</b>

**Bank/CDs Total**

**\$14,649,069.10**

RECAP:	Original Pledge	Market Value
F.D.I.C.	\$250,000.00	\$250,000.00
Pledges	\$27,890,000.00	\$15,839,794.60
Sub-total	\$28,140,000.00	\$16,089,794.60
Bank/CD x 1.02	\$14,942,050.48	\$14,942,050.48
Difference	<b>\$13,197,949.52</b>	<b>\$1,147,744.12</b>

Need additional pledge in the amount of = \$00.00

**Auburn State Bank C.D.'s -July 2025**

21003	\$532,461.54
21004	\$564,364.08
21005	\$956,123.70
21006	\$711,504.55
21007	\$564,364.08
21008	\$269,755.06
21009	\$583,193.93
21010	\$91,692.89
21148	\$685,755.70
21424	\$308,278.67
21425	\$588,972.64
21470	\$649,697.55
21471	\$649,697.81
21472	\$813,533.17
21475	\$469,333.48
21476	\$244,762.18
	<b>\$8,683,491.03</b>

**Proof**

**CD Totals All Institutions \$8,903,135.32**

**Union Bank & Trust Company - July 2025 Pledge Analysis**

PLEDGE #	ISSUE DATE	AMOUNT	MATURITY	SECURITY PLEDGED	RATING-SP/Moodys	7/31/2025
91282CCZ2	11/17/21	310,000.00	9/30/2026	UNITED STATES TREASURY NOTE		\$298,568.75
38381WT99	09/05/19	146,416.28	07/20/49	US TREASURER BILL	AAA	\$117,014.85
36179YAT1	12/27/23	1,000,000.00		GNMA PASS THRU POOL #MA9018M		\$673,581.05
	<b>BOOK VALUE</b>	<b>\$1,456,416.28</b>			<b>MKT. VALUE</b>	<b>\$1,089,164.65</b>

**BANK BALANCES - July 2025**

	<b>\$5,965,578.07</b>

**Bank/CDs Total**

**\$219,644.29** ✓

**Union Bank C.D.'s - July 2025**

1106849	219,644.29
<b>TOTAL</b>	<b>\$219,644.29</b>

✓✓

RECAP:	Original Pledge	Market Value
F.D.I.C.	\$250,000.00	\$250,000.00
Pledges	<u>\$1,456,416.28</u>	<u>\$1,089,164.65</u>
Sub-total	\$1,706,416.28	\$1,339,164.65
Bank/CDx1.02	\$224,037.18	\$224,037.18
Difference	<b>\$1,482,379.10</b>	<b>\$1,115,127.47</b>

Need additional pledge in the amount of = \$0.00

City of Auburn  
Board of Public Works

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Report Criteria:  
Report type: Summary

Check Issue Date	Check Number	Payee	Description	Amount
08/20/2025	50259	One Call Concepts Inc	LOCATES	145.70
08/20/2025	50260	Petty Cash	CDL OESTMANN	293.15
08/20/2025	50261	Pinpoint Auburn, Inc	PHONE SERVICE 8/01/2025-8/31/2025	433.93
08/20/2025	50262	PIP Marketing Signs & Print	UTILITY BILL	2,165.20
08/20/2025	50263	Remmers, Helen	REBATE	30.00
08/20/2025	50264	Sack Lumber Company	3/4 CDX PLYWOOD 4X8	220.81
08/20/2025	50265	Safety-Kleen Systems Inc	30G PARTS WASHER SERVICE - SOLVENT	433.26
08/20/2025	50266	SECUR-SERV	MICROSOFT OFFICE 365 BACKUP	1,281.48
08/20/2025	50267	Smith, Sally	REBATE	30.00
08/20/2025	50268	Sunbelt Solomon Services, LLC.	TRANSFORMER - 500 KVA 3 PH PAD MOUNT	17,998.50
08/20/2025	50269	Truck Center Companies	UNIT 12 - SERVICE CODES 1894 & 1577	4,900.94
08/20/2025	50270	US Cellular	MONTHLY SERVICE CHG - 7/01/2025-8/09/2025	785.82
08/20/2025	50271	Vermeer Equipment of Nebraska Inc	BEARING - FB 1-3/4 4-BOLT FLANGE	211.68
08/20/2025	50272	Village of Brownville	WASTE WATER	10,231.76
08/20/2025	50273	Village Of Johnson	FRANCHISE FEE	4,173.88
08/20/2025	50274	Village of Nemaha	GARBAGE	6,567.15
08/20/2025	50275	Wahoo Utilities	COST SHARE WHOLESALE POWER CONTRACT	3,582.78
08/20/2025	50276	Water Engineering Inc	MONTHLY AGREEMENT	432.11
08/20/2025	50277	Wesco Distribution Inc	FUSED ELBOW HOUSING	6,336.75
08/20/2025	50278	Western Area Power Administration	ENERGY- JULY 2025	42,160.10
08/20/2025	50279	Zoro Tools Inc	BP-ABC-10 - Bussmann 10 Amp Fast Acting Fuse 2/PK	1,113.70
08/20/2025	50280	Altec Industries Inc	UNIT 8 - BOOM REPAIR	6,025.41
08/20/2025	50281	American Recycling & Sanitation	CONTRACTED AMOUNT	21,102.31
08/20/2025	50282	Anderson, Aracelly	CLEANING	525.00
08/20/2025	50283	Auburn Family Health Center PC	DRUG SCREEN COLLECTION FEE	209.00
08/20/2025	50284	B 103	COOP AD	190.00
08/20/2025	50285	Beard's Salvage	WELDING ROD	372.75
08/20/2025	50286	Blackburn Manufacturing	Quik-Mark Inverted Solvent Paint - White APWA - 12/CS	169.17
08/20/2025	50287	Board Of Public Works	NORTH WELL FIELD	17,631.10
08/20/2025	50288	Border States Industries Inc	SEALANT - AFT FOAM AEROSOL	4,120.77
08/20/2025	50289	Bulldog Auto Supply	BLUE DEF, WD40 & PENETRANT 16 PB DS	289.53
08/20/2025	50290	Capital Business Systems, Inc	RICOH COPIER	388.20
08/20/2025	50291	Capital One Spark Business	PAIN RELIEVER	5,325.42
08/20/2025	50292	Caselle Inc	CONTRACT SUPPORT	2,267.00
08/20/2025	50293	CCI-ATX, LLC	07603060 - White Scrim 13x14 Flat Wipes	426.77
08/20/2025	50294	City of Auburn	FRANCHISE FEE	15,400.51
08/20/2025	50295	CNA SURETY	BOND RENEWAL	273.70
08/20/2025	50296	Cornhusker International Trucks Inc	UNIT 8 - SWITCH	58.82
08/20/2025	50297	County Publications	MINUTES & NOTICE	1,147.05
08/20/2025	50298	Credit Information Services	CREDIT CHECKS	80.70
08/20/2025	50299	DHHS State of Nebraska	FLURIDE	4,966.00
08/20/2025	50300	Eggers Brothers Inc	KTI TOOLS 3/4D 1-5/8SK	59.98
08/20/2025	50301	Filter Care of Nebraska	CLEANED FILTERS	48.00
08/20/2025	50302	First Wireless Inc	SL300 HANDHELD RADIO REPAIR - JESSICA'S	173.77
08/20/2025	50303	Frontier Cooperative	CORNERSTONE 5 PLUS & 2-4D LV 6#	165.08
08/20/2025	50304	Gentert, Bob	DIAGNOSTIC SERVICE CALL FOR BUCKET TRUCK	120.00
08/20/2025	50305	Gilbert Services	UNIT 6 - MOUNT & BALANCE TIRE	38.50
08/20/2025	50306	Glenn's Corner Market	FREEZER BAGS	143.06
08/20/2025	50307	Grainger Inc	BURIED ELECTRIC LINE BELOW CAUTION TAPE 3" X 100	341.43
08/20/2025	50308	Great Plains Lawn Care	MOWING	1,985.00
08/20/2025	50309	Green Care Lawn Service	LAWN CARE	1,120.00
08/20/2025	50310	Hawkins Inc	CHLORINE CYLINDERS	685.05
08/20/2025	50311	HDR Engineering Inc	PROFESSIONAL SERVICES 5/4/25-6/28/25	1,538.32
08/20/2025	50312	HireRight Solutions LLC	BACKGROUND CHECK	132.23
08/20/2025	50313	HOA Solutions Inc	VFD - Yaskawa FP605 AC Drive 200-240V 3PH	4,647.38

City of Auburn  
Board of Public Works

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Check Issue Date	Check Number	Payee	Description	Amount
08/20/2025	50314	Husker Electric	REDUCING WASHER - 3/4 X 1 1/4 IN	12.03
08/20/2025	50315	Jackson Services Inc.	MATS	4,360.76
08/20/2025	50316	Johnny's Tire & Battery	UNIT 24 TIRE REPAIR	23.00
08/20/2025	50317	League Of Nebraska Municipalities	MEMBERSHIP DUES	2,344.00
08/20/2025	50318	Matheson Tri-Gas Inc	NITROGEN CYLINDER	75.04
08/20/2025	50319	Mechanical Sales Inc	SERVICE FOR CONDENSER BLOWN FUSE	719.10
08/20/2025	50320	Metron-Farnier LLC	WATER METER - 1-1/2 IN SMART METER - SEE NOTE	2,538.71
08/20/2025	50321	Midwest Laboratories Inc	TESTING SUPPLIES	52.55
08/20/2025	50322	Mike's Window Service	WINDOW CLEANING	46.32
08/20/2025	50323	Miller & Associates Consulting Engineers	PROFESSIONAL SERVICES	20,078.89
08/20/2025	50324	Miller, Nevin	REBATE	30.00
08/20/2025	50325	Nebraska Power Review Board	2025 ASSESSMENT	780.11
08/20/2025	50326	Nebraska Water Resources Association	NWRA MEMBERSHIP	105.00
Grand Totals:				226,861.22

Report Criteria:  
Report type: Summary

Check Number	Check Issue Date	Payee	Amount
50252	07/16/2025	ST of NE-DHHS Finiancial Srvs	869.45
50253	07/16/2025	Andrew, Jordan B	197.82
50254	07/16/2025	Atkinson, Mitchell	210.74
50255	07/16/2025	Edstrand, Sherri	407.91
50256	07/16/2025	Fausti, Joseph	116.98
50257	07/16/2025	Kaelin, Ronald	64.97
50258	07/16/2025	Siebold, Gabrielle	237.78
Grand Totals:			2,105.65

CHECKS WRITTEN NEED RATIFIED	
AFLAC	271.16
Ameritas	8,306.45
ASB	475.00
ASSURITY	108.10
BCBS	21,974.64
Black Hills Energy	127.80
NSF Checks	36.08
Chase Paymentech	1,645.79
DIRECT DEPOSIT TOTAL	64,029.59
Guardian Life	1,936.55
IBEW 1536	797.83
IRS	24,960.67
Mutual of Omaha	374.19
NDOR W/H	7,137.13
NE Department of Revenue	28,332.36
NPPD	237,832.24
PCORI - IRS 720	70.84
Point C	1,640.03
Quadient	100.00
Southwest Power Pool	38,241.90
The Principal Group	1,525.66
United Parcel Service	55.59
Verizon Wireless	90.16
WEX Fleet Universal	2,513.44
Windstream	175.57
Xpress Bill Pay	1,061.38
	<u>443,820.15</u>

CLAIMS BY FUND	
Electric	119,401.49
Water	48,516.25
Wastewater	27,056.79
Villages	12,985.21
Garbage	21,007.13
	<u>228,966.87</u>

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

Vendor Claims		228,966.87	<b>Prior Month ACH Claims</b>	<b>443,820.15</b>
Prior Month ACH Claims		443,820.15	AFLAC	271.16
Payroll		100,000.00	Ameritas	8,306.45
			ASB	475.00
	Payments	<u>772,787.02</u>	ASSURITY	108.10
			BCBS	21,974.64
			Black Hills Energy	127.80
			NSF Checks	36.08
Bank Balance Checking	7/31/2025	220,914.55	Chase Paymentech	1,645.79
O/S Checks & ACH		28,988.32	DIRECT DEPOSIT TOTAL	64,029.59
O/S Deposits - 191460		4,320.73	Guardian Life	1,936.55
		<u>196,246.96</u>	IBEW 1536	797.83
			IRS	24,960.67
			Mutual of Omaha	374.19
Payments - Balance		(576,540.06)	NDOR W/H	7,137.13
			NE Department of Revenue	28,332.36
Operational Transfer Request		692,000.00	NPPD	237,832.24
			PCORI - IRS 720	70.84
Estimated Ending Balance		115,459.94	Point C	1,640.03
			Quadient	100.00
			Southwest Power Pool	38,241.90
			The Principal Group	1,525.66
			United Parcel Service	55.59
			Verizon Wireless	90.16
			WEX Fleet Universal	2,513.44
			Windstream	175.57
			Xpress Bill Pay	1,061.38



**Cost of Unbilled  
Services Provided to the City of Auburn  
2025**

Month	Labor	Equipment	Materials	Street Lights Utility Bill	Total
January	10,606.07	3,690.00	19.41	2,189.24	16,504.72
February	9,526.29	3,060.00	19.84	1,765.47	14,371.60
March	2,785.63	840.00	960.32	1,443.35	6,029.30
April	2,697.82	800.00	25.43	1,331.02	4,854.27
May	1,519.36	300.00	613.41	1,034.72	3,467.49
June	111.15	300.00	197.98	1,367.72	1,976.85
July	658.60	60.00	3.09	1,329.31	2,051.00
August					0.00
September					0.00
October					0.00
November					0.00
December					0.00
<b>Grand Totals</b>	<b>\$27,904.92</b>	<b>\$9,050.00</b>	<b>\$1,839.48</b>	<b>\$10,460.83</b>	<b>\$49,255.23</b>

City of Auburn  
Board of Public Works

Task and Activity Report - Task Hours for Board Meetings  
Report Dates: 7/1/2025 - 7/31/2025

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Activity Code	Activity Description	Task Number	Task Title	Date	Hours
	Total Activity: 100 Regular:				3,299.75
	Total Activity: 200 Overtime:				147.00
	Total Activity: 300 Vacation:				401.98
	Total Activity: 401 Sick:				153.00
	Total Activity: 500 Leave Without Pay:				84.00
	Total Activity: 701 Holiday:				384.00
	Total Activity: 703 Holiday-Double:				2.00
	Total Activity: 810 Peru - Regular:				1.00
	Total Activity: 812 Nemaha - Regular:				25.00
	Total Activity: 813 Nemaha - Overtime:				2.00
	Total Activity: 901 Comp Time Used:				35.27
	Total Activity: 902 Comp Time Earned:				14.50
	Grand Totals:				4,549.50

**Village of Brownville  
2025 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Labor for Billing	350.00	350.00	350.00	350.00	350.00	350.00	350.00						2450.00
Billing Charge per Bill	58.00	58.50	58.00	58.00	57.00	57.00	57.50						404.00
Verizon SCADA													0.00
Shipping Samples													0.00
Mileage		33.60	-16.80										16.80
Materials			30.20										30.20
Credit													0.00
Water Meters		623.00				464.27							1,087.27
Meals													0.00
Labor - Electric REG													0.00
Labor - Elec OT													0.00
Labor- Water REG		175.00	35.00										210.00
Labor- WW REG					140.00								140.00
Labor- Admin REG													0.00
Labor - Water OT													0.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment					150.00								150.00
<b>Monthly Totals</b>	<b>408.00</b>	<b>1,240.10</b>	<b>456.40</b>	<b>408.00</b>	<b>697.00</b>	<b>871.27</b>	<b>407.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,488.27</b>

**Village of Johnson  
2025 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Shipping Samples													0.00
Mileage				14.00									14.00
Materials													0.00
Water Meters													0.00
Meals													0.00
Labor - Electric REG													0.00
Labor- Water REG													0.00
Labor- WW REG													0.00
Labor- Admin REG													0.00
Labor - Water OT													0.00
Labor - WW OT				210.00									210.00
Labor - HOLDBL													0.00
Equipment				300									300.00
<b>Monthly Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>524.00</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>524.00</b>

**Village of Nemaha  
2025 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Labor for Billing	280.00	280.00	280.00	280.00	280.00	280.00	280.00						1960.00
Billing Charge per Bill	50.00	50.00	50.00	50.00	50.00	50.00	50.00						350.00
Verizon SCADA	40.01	40.01	40.01	40.01	40.01	40.01	40.01						
Shipping Samples				13.38	13.36	13.47							40.21
Mileage	164.57	166.95	175.00	175.00		534.17	204.68						1,420.37
Materials	865.21	4,185.81	79.83		32.88	28.56	819.26						6,011.55
Water Meters													0.00
Meals													0.00
Misc				372.75									
Labor - Elec REG													
Labor- Water REG	1330.00	595.00	2,135.00	665.00	1,645.00	630.00	2,660.00						9,660.00
Labor- WW REG	245.00	175.00	210.00	490.00	175.00	210.00	280.00						1,785.00
Labor- Admin REG	140.00	140.00											280.00
Labor - Water OT	210.00				945.00		630.00						1,785.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment							750.00						750.00
<b>Monthly Totals</b>	<b>3,324.79</b>	<b>5,632.77</b>	<b>2,969.84</b>	<b>2,086.14</b>	<b>3,181.25</b>	<b>1,786.21</b>	<b>5,713.95</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>24,042.13</b>

**City of Peru  
2025 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Verizon SCADA	50.25	50.25	50.21	50.29	50.25	50.21	50.15						351.61
Shipping Samples													0.00
Mileage	80.50	36.40	36.40	63.00		37.80	17.50						271.60
Materials	368.80												368.80
Water Meters													0.00
Bulk Water													0.00
Meals													0.00
Finance Fees													
Labor- Water REG	140.00			1,260.00	35.00	980.00	70.00						2,485.00
Labor- WW REG	595.00	805.00	140.00										1,540.00
Labor- Admin REG	490.00	490.00											980.00
Labor - Water OT/CTE	420.00		210.00		210.00								840.00
Labor - WW OT	52.50												52.50
Labor - HOLDBL	700.00												700.00
Equipment	375.00	1,725.00		717.50		1,050.00							3,867.50
<b>Monthly Totals</b>	<b>3,272.05</b>	<b>3,106.65</b>	<b>436.61</b>	<b>2,090.79</b>	<b>295.25</b>	<b>2,118.01</b>	<b>137.65</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,457.01</b>