

BOARD OF PUBLIC WORKS

Auburn, Nebraska



Board Packet

December 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 DECEMBER 20, 2023, 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 – VILLAGE OF BROWNVILLE** – Natisha Winkleman has requested to address the Board regarding operations.
- 5) Discussion / action – EMPLOYEE APPRECIATION DINNER MEAL ALLOWANCE** – Permission is requested to increase the meal allowance for the employee appreciation dinner from \$25.00 to \$30.00.
- 6) Discussion / action – 2024 MOWING CONTRACT – WATER DEPARTMENT** – Board input is requested on aging equipment versus requesting proposals for mowing water department properties.
- 7) Discussion – WESTGATE DEVELOPMENT**– Updates on proposed Westgate Development & utilities.
- 8) Discussion / action – LONM UTILITES SECTION ANNUAL CONFERENCE** – Permission is requested for GM Luhring to attend the League of Nebraska Municipalities Utilities Section Annual Conference, January 10-12, 2024.
- 9) Discussion / action – UTILITY SERVICE COMPANY – TERMINATION OF AGREEMENT** – Request approval to terminate contract by mutual agreement.
- 10) Discussion / action – AUBURN CHAMBER ECONOMIC DONATION** – Request approval of \$1,000.00 donation to Auburn Chamber as an advertising donation.
- 11) Discussion / action – CRIME INSURANCE RENEWAL POLICY** – Board approval is requested to renew the Crime Insurance Policy provided by LARM.
- 12) Discussion / action – 2024 UTILITY RATES AND MISCELLANEOUS FEES** – Request approval of 2024 Utility Rates and Fees.
- 13) Discussion / action – CITY ORDINANCE FOR SRF LOAN APPROVAL** – Request to forward City Ordinance for SRF Loan – Sewer Lining and Manhole Rehabilitation Project to City of Auburn for approval.
- 14) Discussion / action – NPPD COOPER NUCLEAR PLANT TOUR** – Proposed dates are provided for BPW Board members to tour NPPD Cooper Nuclear Plant.
- 15) Discussion – IBEW NEGOTIATIONS** – Board approval is requested for union contract, job descriptions, pay scales and employee personnel manual.

- 16) Discussion / action – ADVERTISE FOR BIDS FOR 2024 ½ TON CREW CAB PICKUP TRUCK** – Board approval is requested to submit RPF's for a 2024 ½ ton crew cab pickup truck.
- 17) Discussion / action – PERSONNEL MATTERS** – Closed session requested by Chairman for the matter of discussing management wages.
- 18) Discussion / action** - Personnel Matters – Possible action on management wages.
- 19) Discussion – PERU WATER LINE** – Water/Wastewater Manager will provide updates on the Peru water line.
- 20) Discussion / action – CUSTODIAL CONTRACT** – Request approval of custodial contract submitted; \$150.00 per week, plus labor and equipment rental for bi-annual carpet cleaning.
- 21) Discussion / action – FINANCIALS:**
- a. Investments: All things cash: reconciliations, pledging, CDs, allocations
- 22) Discussion / action – GENERAL CONSENT ITEMS:**
- a. Approve previous meeting's minutes and dispense with reading of same.
 - b. Approve monthly compensation of management and employees as previously fixed by the Board.
 - c. Approve listing of checks written during month, claims submitted for payment, and recommended transfers.
 - d. Approve Free Service Reports.
- 23) REPORTS:**
- a. Electric
 - b. Power Plant
 - c. Water/Wastewater
 - d. Office
- 24) Adjourn to the next regular meeting of the Board to be held January 17, 2024, at 11:30 a.m. at the BPW Board Room.**

BPW BOARD UPDATE

DECEMBER 18, 2023

VILLAGE OF BROWNVILLE – Request to address the Board regarding operations.

EMPLOYEE APPRECIATION DINNER – MEAL ALLOWANCE – Request to increase meal allowance for employee appreciation dinner from \$25.00 to \$30.00.

2024 MOWING CONTRACT – WATER DEPARTMENT – We would like to discuss an aging mower versus a bid to complete the water department mowing.

WESTGATE DEVELOPMENT – Discussion on proposed Westgate Development and utilities.

LONM UTILITIES SECTION ANNUAL CONFERENCE – Request permission for Interim GM Luhning to attend the League of Nebraska Municipalities Utilities Section Annual Conference January 10 – 12, 2024 in Lincoln NE.

UTILITY SERVICE COMPANY – TERMINATION OF AGREEMENT – Approval of mutual agreement to terminate contract.

AUBURN CHAMBER ECONOMIC DONATION – Our annual donation to the Chamber has been requested. In the past, we have donated \$1,000.00. Since the Chamber is a private organization and the BPW cannot be a member, we generally provide them with a donation to promote economic development. We would like the Board's approval to continue our annual donation as we have in the past. This funding is used in advertising for economic development. The State allows the BPW to contribute to a local organization such as the Chamber; however, the money may not be given if the money is directed to a project in which the BPW itself has no authority to engage. Simply stated, the BPW may not do through a private organization that it is prohibited from doing itself.

CRIME INSURANCE RENEWAL POLICY – Request Board approval to renew the Crime Insurance policy provided by LARM.

2024 UTILITY RATES AND MISCELLANEOUS FEES – 2024 Electric, Water, Wastewater Rate and Miscellaneous Fees are in the packet for approval. The 2024 Water and Wastewater rates were pre-approved after the 2020 rate study. A quick summary of the recommended changes is highlighted below.

CITY ORDINANCE FOR SRF LOAN APPROVAL - Request the Board to recommend to the City Council approval of City Ordinance required by the NDEE for the SRF Loan for the Sewer Lining and Manhole Rehabilitation Project.

NPPD COOPER NUCLEAR PLANT TOUR – NPPD has proposed the following dates for the Board Members to tour the Cooper Nuclear Plant: January 16th/Tuesday, January 23rd/Tuesday, January 24th/Wednesday, January 25th/Thursday, and January 29th/Monday.

IBEW NEGOTIATIONS – Request Board approval of union contract, updated job descriptions, pay scales, and the employee personnel manual.

ADVERTISE FOR BIDS FOR 2024 1/2 TON CREW CAB PICKUP TRUCK – Request Board approval to advertise for bids for a 2024 ½ ton crew cab pickup truck, this was in the approved 2024 electric department budget.

DISCUSSION/POSSIBLE ACTION OF PERSONNEL MATTERS – Chairman Chuck Knipe requested this item for the purpose of discussing management wages.

PERU WATER LINE – Water/Wastewater Manager will provide updates on the Peru water line.

CUSTODIAL CONTRACT - Request approval of Custodial Contract per review of bid.

ELECTRIC – Crews have been going strong on tree trimming, Auburn is in pretty good shape as far as tree clearance. Nemaha trimming is complete, and we are now concentrating on rural areas. Our annual bucket/digger truck inspections have been completed by Altec. There were a few minor issues that had to be addressed. More GIS mapping, as well as transformer inspections, have been continuing.

BPW BOARD UPDATE

DECEMBER 18, 2023

POWER PLANT - Olsson and Alliance have completed the second round of stack testing. Generators 2,4,5, and 6 were tested and everything went smoothly this time. A water leak on generator 6-cylinder head started because of two broken head studs. We have made the repairs, and it is back in service. Another water leak occurred around an injector sleeve on our generator #2. This is the 1949 Superior engine that we will be working on in the next couple of weeks. We have completed more of the auto fill system for the fuel tanks and did a test run with generator 2. Everything worked as designed. A vacuum check valve on our fuel piping coming from the fuel storage tanks failed, so a replacement was ordered and will be installed.

WATER/WASTEWATER – Wells 7 and 18 have been capped. Two of the damaged hydrants have been repaired or replaced due to damage over the last year. 10th and H was replaced new, and 27th and P street was repaired. Sewer cleaning is still in process due to the warmer temperatures. Static water levels at the wells are running 4' below normal. Report on the Peru Water Project. JEO projects we should be online by January 15th. The state final inspection is set for December 20th and then two weeks of startup testing and adjustments to finalize the project and make sure all the bugs have been addressed.

OFFICE – Office staff are gearing up for year-end processes. Inventory is in process. The Series 2019 Bond payment was made on December 15th. Union negotiations have been in process and are now ratified. Mail processes have been slow causing customers to wait for bills. We have had many calls. We were told that the Omaha Post Office is pushing packages at four times the normal rate and that letters are being delayed due to the overload.

BPW BOARD UPDATE

DECEMBER 15, 2023

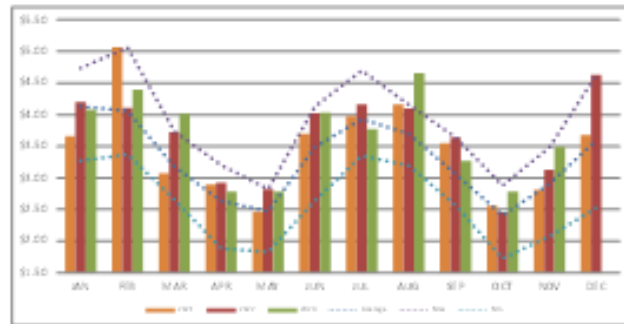
AVERAGE RESIDENTIAL CUSTOMER MONTHLY COST

	2019	2020	2021	2022	2023	Average	Max	Min
JAN	\$141	\$133	\$113	\$130	\$126	\$126	\$147	\$101
FEB	\$133	\$111	\$142	\$115	\$123	\$114	\$142	\$96
MAR	\$110	\$96	\$95	\$116	\$124	\$98	\$116	\$82
APR	\$82	\$92	\$87	\$88	\$83	\$79	\$96	\$57
MAY	\$82	\$75	\$74	\$85	\$84	\$78	\$85	\$35
JUN	\$93	\$114	\$111	\$121	\$121	\$105	\$124	\$76
JUL	\$135	\$146	\$123	\$129	\$117	\$122	\$146	\$104
AUG	\$118	\$111	\$129	\$127	\$144	\$115	\$129	\$98
SEP	\$100	\$92	\$106	\$109	\$98	\$98	\$109	\$77
OCT	\$88	\$89	\$79	\$76	\$86	\$75	\$98	\$58
NOV	\$97	\$85	\$84	\$94	\$105	\$87	\$104	\$62
DEC	\$116	\$114	\$114	\$143		\$112	\$143	\$78
Yearly Average	\$108	\$105	\$105	\$111	\$110	\$100	\$119	\$79
Max	\$141	\$146	\$142	\$143	\$144	\$128	\$147	\$104
Min	\$82	\$75	\$74	\$76	\$83	\$74	\$85	\$54
Summer	\$111	\$116	\$117	\$121		\$108	\$127	\$80
Winter	\$107	\$100	\$99	\$106	\$105	\$86	\$115	\$73



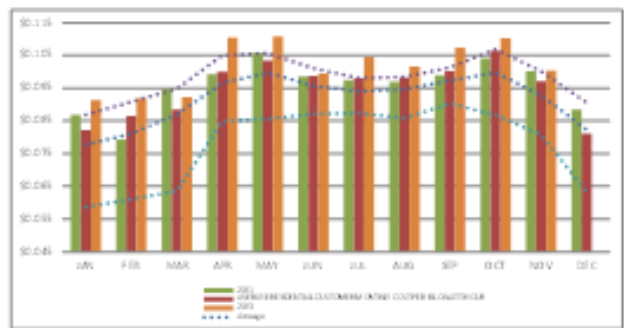
AVERAGE COST PER DAY

	2019	2020	2021	2022	2023	Average	Max	Min
31 JAN	\$4.53	\$4.29	\$3.66	\$4.20	\$4.08	\$4	\$5	\$3
28 FEB	\$4.75	\$3.96	\$5.07	\$4.11	\$4.39	\$4	\$5	\$3
31 MAR	\$3.74	\$3.10	\$3.07	\$3.73	\$4.01	\$3	\$4	\$3
30 APR	\$2.73	\$3.06	\$2.89	\$2.92	\$2.78	\$3	\$3	\$2
30 MAY	\$2.74	\$2.51	\$2.47	\$2.82	\$2.79	\$2	\$3	\$2
30 JUN	\$3.09	\$3.80	\$3.69	\$4.02	\$4.03	\$3	\$4	\$3
31 JUL	\$4.37	\$4.70	\$3.98	\$4.16	\$3.78	\$4	\$5	\$3
31 AUG	\$3.80	\$3.59	\$4.16	\$4.09	\$4.66	\$4	\$4	\$3
30 SEP	\$3.54	\$3.06	\$3.55	\$3.64	\$3.27	\$3	\$4	\$3
30 OCT	\$2.83	\$2.88	\$2.56	\$2.46	\$2.79	\$2	\$3	\$2
30 NOV	\$3.23	\$2.84	\$2.81	\$3.13	\$3.49	\$3	\$3	\$2
31 DEC	\$3.75	\$3.69	\$3.68	\$4.63		\$4	\$5	\$3
Yearly Average	\$3.57	\$3.46	\$3.47	\$3.66	\$3.64	\$3.30	\$3.98	\$2.59
Max	\$4.75	\$4.70	\$5.07	\$4.63	\$4.66	\$4.13	\$5.07	\$3.37
Min	\$2.73	\$2.51	\$2.47	\$2.46	\$2.78	\$2.41	\$2.82	\$1.70
Summer	\$3.65	\$3.79	\$3.85	\$3.98		\$3.59	\$4.16	\$2.96
Winter	\$3.54	\$3.29	\$3.28	\$3.50	\$3.48	\$3.17	\$3.82	\$2.42

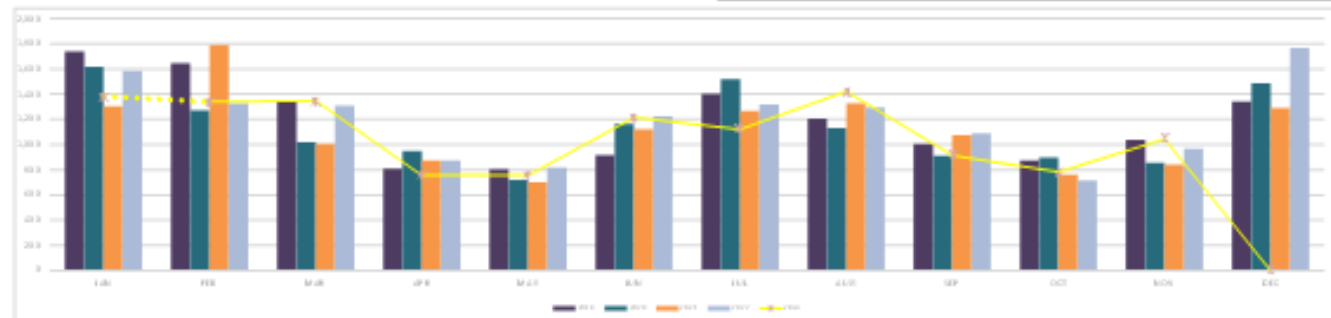


AVERAGE RESIDENTIAL CUSTOMER MONTHLY COST PER KILOWATT HOUR

	2019	2020	2021	2022	2023	Average	Max	Min
JAN	\$0.091	\$0.082	\$0.087	\$0.082	\$0.091	\$0.078	\$0.087	\$0.059
FEB	\$0.081	\$0.087	\$0.079	\$0.087	\$0.082	\$0.081	\$0.091	\$0.061
MAR	\$0.086	\$0.094	\$0.085	\$0.086	\$0.082	\$0.087	\$0.095	\$0.064
APR	\$0.101	\$0.097	\$0.099	\$0.100	\$0.110	\$0.097	\$0.105	\$0.085
MAY	\$0.102	\$0.105	\$0.106	\$0.103	\$0.111	\$0.100	\$0.106	\$0.086
JUN	\$0.101	\$0.098	\$0.099	\$0.099	\$0.099	\$0.096	\$0.101	\$0.087
JUL	\$0.097	\$0.096	\$0.097	\$0.098	\$0.104	\$0.094	\$0.098	\$0.087
AUG	\$0.096	\$0.096	\$0.097	\$0.096	\$0.102	\$0.095	\$0.098	\$0.086
SEP	\$0.100	\$0.101	\$0.099	\$0.100	\$0.107	\$0.097	\$0.101	\$0.090
OCT	\$0.100	\$0.099	\$0.104	\$0.106	\$0.110	\$0.100	\$0.107	\$0.087
NOV	\$0.093	\$0.099	\$0.100	\$0.097	\$0.100	\$0.093	\$0.100	\$0.081
DEC	\$0.087	\$0.077	\$0.088	\$0.081		\$0.082	\$0.091	\$0.063
Yearly Average	\$0.0928	\$0.0915	\$0.0929	\$0.0950	\$0.1018	\$0.09	\$0.10	\$0.08
Max	\$0.1020	\$0.1046	\$0.1057	\$0.1064	\$0.1107	\$0.10	\$0.11	\$0.09
Min	\$0.0809	\$0.0769	\$0.0793	\$0.0811		\$0.08	\$0.09	\$0.06
Summer	\$0.0968	\$0.0964	\$0.0960	\$0.0968		\$0.10	\$0.10	\$0.09
Winter	\$0.0914	\$0.0926	\$0.0918	\$0.0932	\$0.1010	\$0.09	\$0.10	\$0.07

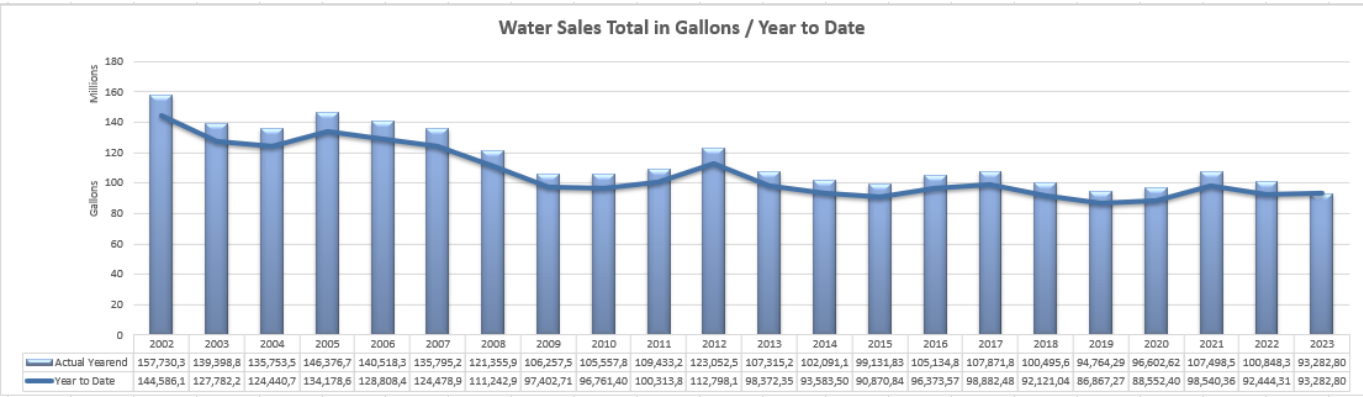


	2019	2020	2021	2022	2023	Average	Max	Min
JAN	1.737	1.620	1.505	1.584	1.383	1.628	2.016	1.305
FEB	1.644	1.271	1.788	1.330	1.340	1.408	1.788	1.142
MAR	1.349	1.021	1.003	1.307	1.349	1.142	1.409	921
APR	809	947	874	877	756	820	1.026	627
MAY	805	721	701	819	756	746	845	640
JUN	916	1.161	1.124	1.223	1.216	1.086	1.296	819
JUL	1.401	1.519	1.266	1.317	1.121	1.286	1.519	1.111
AUG	1.204	1.131	1.309	1.293	1.422	1.214	1.447	1.025
SEP	1.004	910	1.076	1.090	914	942	1.090	820
OCT	874	899	762	716	783	746	898	677
NOV	1.037	857	842	968	1.045	939	1.158	736
DEC	1.309	1.487	1.291	1.768		1.369	1.768	882
Yearly Average	1.177	1.129	1.113	1.191	1.098	1.116	1.309	898
Max	1.737	1.620	1.788	1.768	1.422	1.628	2.016	1.305
Min	805	721	701	716	756	746	845	677
Summer	1.131	1.160	1.199	1.231	1.168	1.136	1.337	946
Winter	1.136	1.079	968	1.148	1.012	1.103	1.302	882



BPW BOARD UPDATE

DECEMBER 15, 2023



Total Customers this Month	2,737	Days of Month
Total Customer Minutes this Month	118,238,400	30

Outage Totals			
		This Month	This Month Last Year
Unscheduled Outages			
Long	# Outages	7	3
	# Customers Out	51	3
	# Minutes Out	197	330
	# Customer Minutes Out	1,472	330
	# Within City System	7	3
	# 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
Scheduled Outages			
Long	# Outages	1	2
	# Customers Out	22	3
	# Minutes Out	120	350
	# Customer Minutes Out	2,640	425
	# Within City System	1	2
	# 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
Totals			
Total Long Outages		8	5
Total Short Outages (Blinks)		0	0
Total Customers Out (Long)		73	6
Total Customers Affected (Short- Blinks)		0	-
Total Customer Minutes Out		4,112	755
Total Outages Within City System		8	5
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	8	12%
2	Underground Equipment Failure	0	3	6	9%
3	Weather	0	1	4	6%
4	Birds, Animals, Snakes, etc.	6	1	20	29%
5	Trees	0	0	2	3%
6	Foreign Interference	0	0	0	0%
7	Human	0	0	2	3%
8	Other	1	1	26	38%
9	Unknown	0	0	1	1%
Total		8	6	69	

12 Month Outage Statistics		
Index	As of This Month	As of This Month Last Year
ASAI (%)	99.9984	99.9874
CAIDI (Long) (min)	88.64	199.73
SAIDI (Long) (min)	8.42	66.47
SAIFI (Long) (ints/tot cust)	0.10	0.33
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)

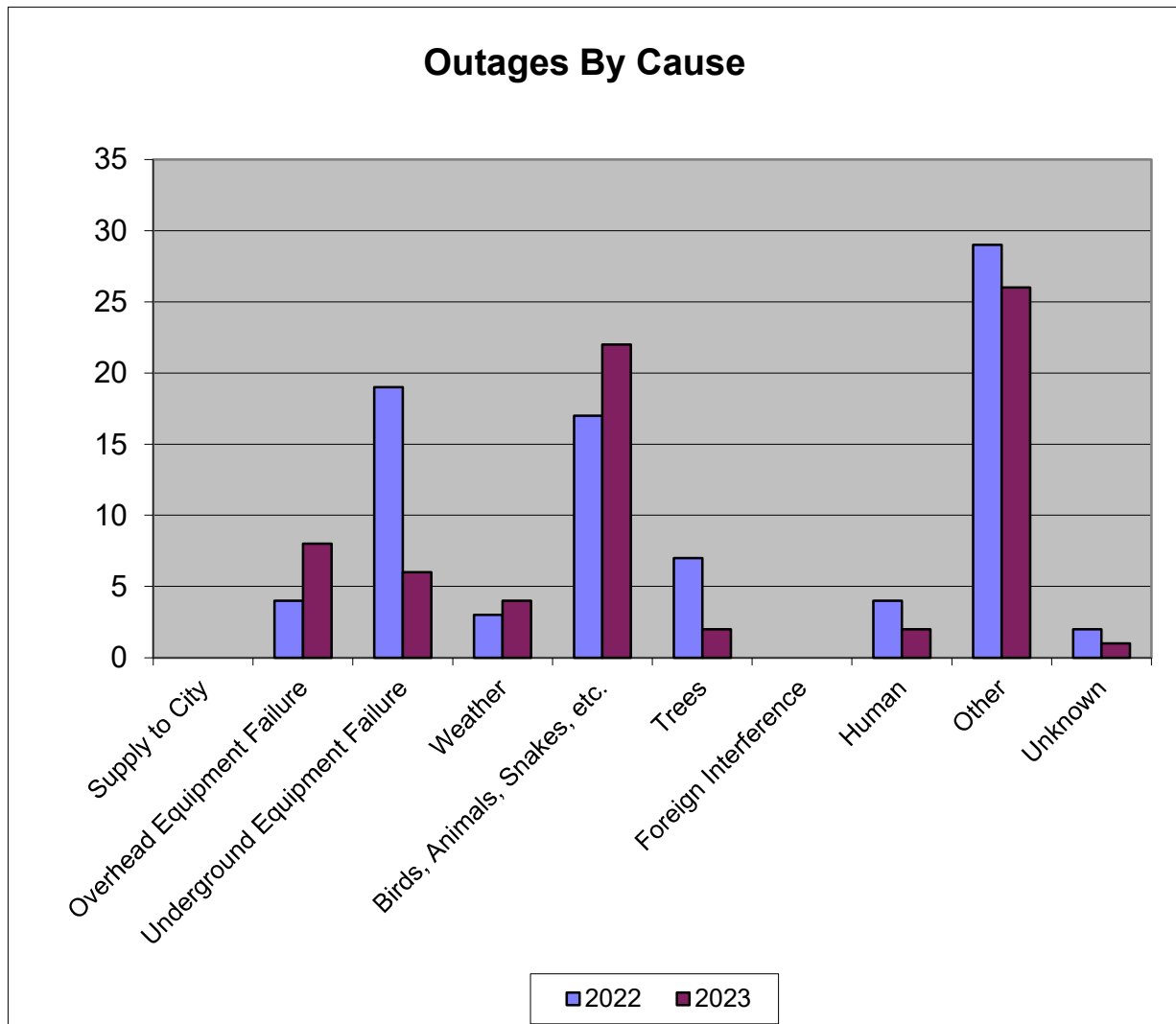
SAIFI (Short) - System Average Interruption Frequency Index
(# of short interruptions per customer for all customers)

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

Outage Reasons

12/11/2023

Number of Outages (by Cause)	2022	2023	Increase
Supply to City	0	0	0%
Overhead Equipment Failure	4	8	100%
Underground Equipment Failure	19	6	-68%
Weather	3	4	33%
Birds, Animals, Snakes, etc.	17	22	29%
Trees	7	2	-71%
Foreign Interference	0	0	0%
Human	4	2	-50%
Other	29	26	-10%
Unknown	2	1	-50%





811
Know what's below.
Call before you dig.

GRAPHIC SCALE
0 40 80 160
UNIT OF MEASURE IS FEET

SITE LAYOUT LEGEND

- PROPOSED 7" CONCRETE (NOT 475-350P28)
- EXISTING POND
- EXISTING WETLANDS
- EXISTING DRAINAGE DITCH WITH RIP-RAP
- PROPOSED SANITARY
- PROPOSED WATER
- PROPOSED STORM

PHASING LEGEND

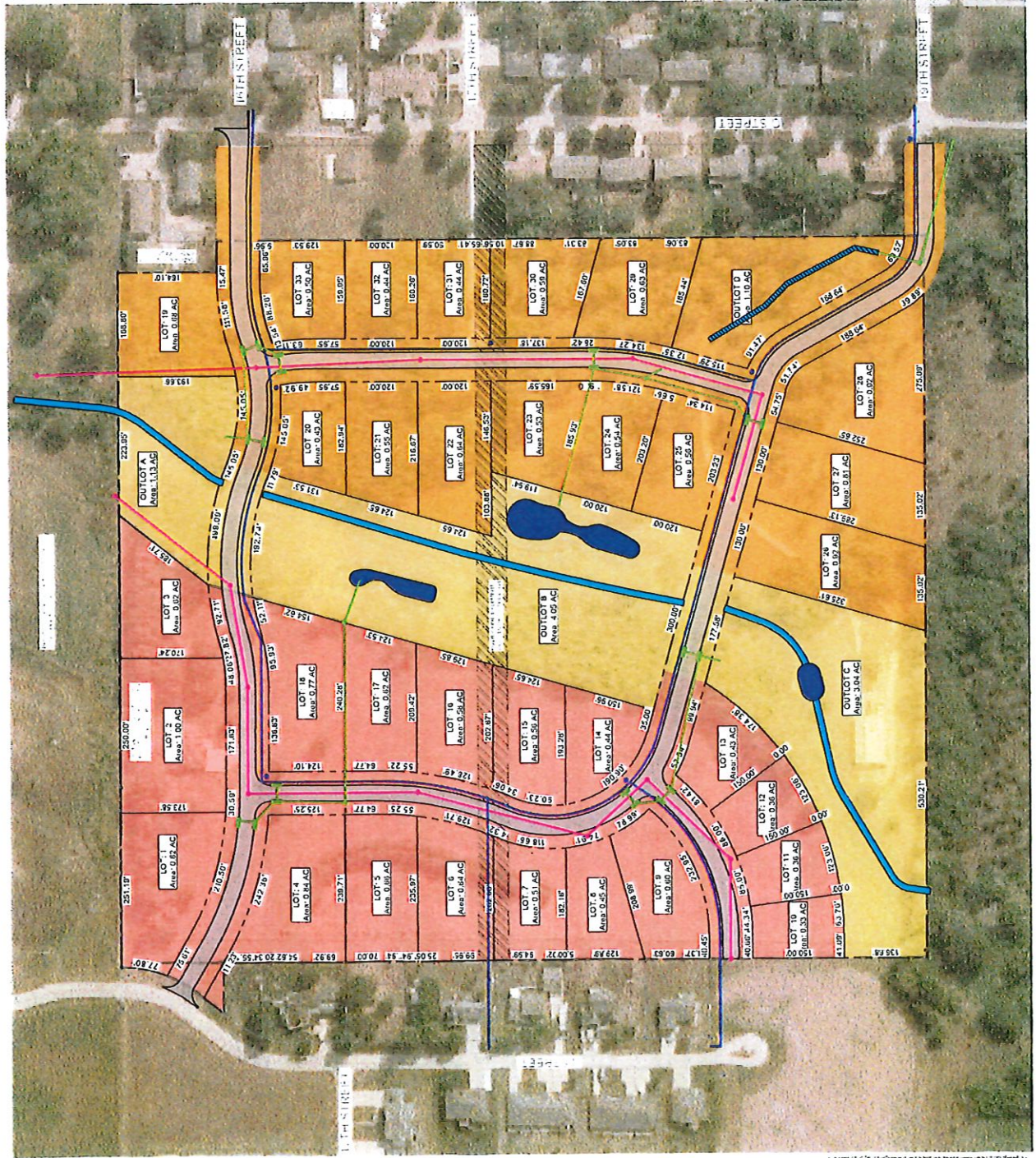
- WEST PHASE
- EAST PHASE
- WETLAND CROSSING


2023
AUBURN RESIDENTIAL DEVELOPMENT
AUBURN, NEBRASKA

CONCEPTUAL LAYOUT


NOT FOR
CONSTRUCTION
10%
DATE:
10/31/2023

Agenda #7




ENGINEER'S CONCEPTUAL OPINION OF PROBABLE COST		<div></div> <div>Date Prepared: November 1, 2023</div>			
PROJECT NAME: Auburn Residential Development					
PROJECT LOCATION: AUBURN, NEBRASKA					
JEO PROJECT NO. 230380.00					
ESTIMATE OF QUANTITIES					
Item #	Description	Unit	Quantity	Unit Price	Total
GRADING PACKAGE - ENTIRE DEVELOPMENT					
GROUP A - GRADING AND EROSION CONTROL					
1.	Mobilization	LS	1	\$13,000.00	\$13,000
2.	Bonding and Insurance	LS	1	\$3,000.00	\$3,000
3.	Clearing and Grubbing	LS	1	\$20,000.00	\$20,000
4.	Silt Fence, Low Porosity	LF	3,000	\$4.00	\$12,000
5.	Site Grading	CY	45,000	\$4.00	\$180,000
6.	Stripping and Topsoiling	CY	15,172	\$4.00	\$60,690
7.	Seeding, Fertilizer and Mulch	ACRE	16.1	\$1,250.00	\$20,140
Construction Subtotal				Group A	\$308,830
Contingency				15%	\$46,330
Total Opinion of Construction Cost - Group A					\$355,160


JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE COST			<div></div>		
PROJECT NAME: Auburn Residential Development					
PROJECT LOCATION: AUBURN, NEBRASKA					
JEO PROJECT NO. 230380.00					
			Date Prepared: November 1, 2023		
ESTIMATE OF QUANTITIES					
Item #	Description	Unit	Quantity	Unit Price	Total
WEST PHASE - INFRASTRUCTURE IMPROVEMENTS					
GROUP A - ROADWAY					
1.	Mobilization	LS	1	\$21,000.00	\$21,000
2.	Bonding and Insurance	LS	1	\$5,000.00	\$5,000
3.	Temporary Traffic Control Measures	LS	1	\$1,000.00	\$1,000
4.	Remove Pavement	SY	15	\$20.00	\$307
6.	Subgrade Preparation	SY	5,461	\$4.00	\$21,843
7.	7" Concrete Pavement	SY	5,461	\$75.00	\$409,558
8.	Concrete Header	EA	78	\$30.00	\$2,340
8.	Crushed Rock Surface Course	TONS	600	\$50.00	\$30,000
9.	End of Road Marker	EA	6	\$400.00	\$2,400
10.	Install Stop Sign and Post	EA	4	\$400.00	\$1,600
Construction Subtotal				Group A	\$495,050
Contingency				15%	\$74,260
Total Opinion of Construction Cost - Group A					\$569,310
GROUP B - STORM SEWER					
1.	Mobilization	LS	1	\$8,000.00	\$8,000
2.	Bonding and Insurance	LS	1	\$2,000.00	\$2,000
3.	18" RCP, Class III	LF	195	\$70.00	\$13,650
4.	24" RCP, Class III	LF	725	\$80.00	\$58,000
5.	30" RCP, Class III	LF	35	\$100.00	\$3,500
6.	24" RCP Flared End Section	EA	1	\$1,250.00	\$1,250
7.	30" RCP Flared End Section	EA	1	\$1,500.00	\$1,500
8.	48" Dia. Storm Sewer Manhole	EA	2	\$8,000.00	\$16,000
9.	Curb Inlet (y=12')	EA	10	\$8,000.00	\$80,000
Construction Subtotal				Group B	\$183,900
Contingency				15%	\$27,590
Total Opinion of Construction Cost - Group B					\$211,490
GROUP C - SANITARY SEWER					
1.	Mobilization	LS	1	\$9,000.00	\$9,000
2.	Bonding and Insurance	LS	1	\$2,000.00	\$2,000
3.	4" PVC Sanitary Sewer Service, SDR 26	LF	595	\$40.00	\$23,800
4.	8" PVC Sanitary Sewer Main, SDR 35	LF	1,630	\$50.00	\$81,500
5.	48" Dia. Concrete Manhole	VF	80	\$850.00	\$68,000
6.	8" x 4" Wye, PVC	EA	17	\$600.00	\$10,200
7.	Connect to Existing Sanitary Sewer Main	EA	1	\$1,000.00	\$1,000
Construction Subtotal				Group C	\$195,500
Contingency				15%	\$29,330
Total Opinion of Construction Cost - Group C					\$224,830
GROUP D - WATER MAIN					
1.	Mobilization	LS	1	\$10,000.00	\$10,000
2.	Bonding and Insurance	LS	1	\$2,000.00	\$2,000
3.	8" PVC Water Main, DR 18	LF	2,040	\$65.00	\$132,600
4.	8" Gate Valve and Box, MJ	EA	8	\$800.00	\$6,400
5.	8" 11.25° Bend, MJ	EA	5	\$800.00	\$4,000
6.	8" 22.5° Bend, MJ	EA	5	\$800.00	\$4,000
7.	8" 45° Bend, MJ	EA	5	\$800.00	\$4,000
8.	8" 90° Bend, MJ	EA	1	\$800.00	\$800
9.	8" x 6" x 8" Tee, MJ	EA	2	\$1,000.00	\$2,000
10.	8" x 8" x 8" Tee, MJ	EA	3	\$1,250.00	\$3,750
11.	8" x 6" Reducer, MJ	EA	2	\$1,000.00	\$2,000
12.	Connect to Existing Water Main	EA	2	\$2,000.00	\$4,000
13.	6" Fire Hydrant Assembly	EA	4	\$9,000.00	\$36,000
Construction Subtotal				Group D	\$211,550
Contingency				15%	\$31,740
Total Opinion of Construction Cost - Group D					\$243,290
Construction Subtotal - All Groups					\$1,086,000
Contingency					\$162,920
Total Opinion of Construction Cost - All Groups					\$1,248,920

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE COST			<div></div> <div>Date Prepared: November 1, 2023</div>			
PROJECT NAME: Auburn Residential Development						
PROJECT LOCATION: AUBURN, NEBRASKA						
JEO PROJECT NO. 230380.00						
ESTIMATE OF QUANTITIES						
Item #	Description	Unit	Quantity	Unit Price	Total	
EAST PHASE - INFRASTRUCTURE IMPROVEMENTS						
GROUP A - ROADWAY						
1.	Mobilization	LS	1	\$25,000.00	\$25,000	
2.	Bonding and Insurance	LS	1	\$6,000.00	\$6,000	
3.	Temporary Traffic Control Measures	LS	1	\$1,000.00	\$1,000	
4.	Remove Pavement	SY	19	\$20.00	\$382	
5.	Remove Concrete Header	LF	26	\$10.00	\$260	
6.	Subgrade Preparation	SY	6,482	\$4.00	\$25,929	
7.	7" Concrete Pavement	SY	6,482	\$75.00	\$486,167	
8.	Concrete Header	EA	52	\$30.00	\$1,560	
8.	Crushed Rock Surface Course	TONS	600	\$50.00	\$30,000	
9.	End of Road Marker	EA	6	\$400.00	\$2,400	
10.	Install Stop Sign and Post	EA	4	\$400.00	\$1,600	
Construction Subtotal					Group A	\$580,300
Contingency					15%	\$87,050
Total Opinion of Construction Cost - Group A						\$667,350
GROUP B - STORM SEWER						
1.	Mobilization	LS	1	\$10,000.00	\$10,000	
2.	Bonding and Insurance	LS	1	\$2,500.00	\$2,500	
3.	18" RCP, Class III	LF	325	\$70.00	\$22,750	
4.	24" RCP, Class III	LF	200	\$80.00	\$16,000	
5.	30" RCP, Class III	LF	275	\$100.00	\$27,500	
6.	36" RCP, Class III	LF	115	\$140.00	\$16,100	
7.	48" RCP Class III	LF	230	\$160.00	\$36,800	
8.	24" RCP Flared End Section	EA	1	\$1,250.00	\$1,250	
9.	30" RCP Flared End Section	EA	1	\$1,500.00	\$1,500	
10.	48" RCP Flared End Section	EA	1	\$2,000.00	\$2,000	
11.	48" Dia. Storm Sewer Manhole	EA	2	\$8,000.00	\$16,000	
12.	60" Dia. Storm Sewer Manhole	EA	1	\$10,000.00	\$10,000	
13.	Curb Inlet (y=12')	EA	10	\$8,000.00	\$80,000	
Construction Subtotal					Group B	\$242,400
Contingency					15%	\$36,360
Total Opinion of Construction Cost - Group B						\$278,760
GROUP C - SANITARY SEWER						
1.	Mobilization	LS	1	\$7,000.00	\$7,000	
2.	Bonding and Insurance	LS	1	\$1,500.00	\$1,500	
3.	4" PVC Sanitary Sewer Service, SDR 26	LF	525	\$40.00	\$21,000	
4.	8" PVC Sanitary Sewer Main, SDR 35	LF	1,375	\$50.00	\$68,750	
5.	48" Dia. Concrete Manhole	VF	50	\$850.00	\$42,500	
6.	8" x 4" Wye, PVC	EA	15	\$600.00	\$9,000	
7.	Connect to Existing Sanitary Sewer Main	EA	1	\$1,000.00	\$1,000	
Construction Subtotal					Group C	\$150,750
Contingency					15%	\$22,620
Total Opinion of Construction Cost - Group C						\$173,370
GROUP D - WATER MAIN						
1.	Mobilization	LS	1	\$10,000.00	\$10,000	
2.	Bonding and Insurance	LS	1	\$2,000.00	\$2,000	
3.	8" PVC Water Main, DR 18	LF	2,310	\$65.00	\$150,150	
4.	8" Gate Valve and Box, MJ	EA	8	\$800.00	\$6,400	
5.	8" 11.25° Bend, MJ	EA	5	\$800.00	\$4,000	
6.	8" 22.5° Bend, MJ	EA	5	\$800.00	\$4,000	
7.	8" 45° Bend, MJ	EA	5	\$800.00	\$4,000	
8.	8" 90° Bend, MJ	EA	1	\$800.00	\$800	
9.	8" x 6" x 8" Tee, MJ	EA	4	\$1,000.00	\$4,000	
10.	8" x 8" x 8" Tee, MJ	EA	2	\$1,250.00	\$2,500	
11.	8" x 6" Reducer, MJ	EA	2	\$1,000.00	\$2,000	
12.	Connect to Existing Water Main	EA	2	\$2,000.00	\$4,000	
13.	6" Fire Hydrant Assembly	EA	6	\$9,000.00	\$54,000	
Construction Subtotal					Group D	\$247,850
Contingency					15%	\$37,180
Total Opinion of Construction Cost - Group D						\$285,030
Construction Subtotal - All Groups						\$1,221,300
Contingency						\$183,210
Total Opinion of Construction Cost - All Groups						\$1,404,510

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE COST		<div> JEO PROJECT NO. 230380.00</div>			
PROJECT NAME: Auburn Residential Development					
PROJECT LOCATION: AUBURN, NEBRASKA					
JEO PROJECT NO. 230380.00					
		Date Prepared: November 1, 2023			
ESTIMATE OF QUANTITIES					
Item #	Description	Unit	Quantity	Unit Price	Total
WETLAND CROSSING - INFRASTRUCTURE IMPROVEMENTS					
GROUP A - ROADWAY					
1.	Mobilization	LS	1	\$25,000.00	\$25,000
2.	Bonding and Insurance	LS	1	\$6,000.00	\$6,000
3.	Temporary Traffic Control Measures	LS	1	\$1,000.00	\$1,000
4.	Remove Concrete Header	LF	52	\$10.00	\$520
5.	Subgrade Preparation	SY	1,109	\$4.00	\$4,436
6.	7" Concrete Pavement	SY	1,109	\$75.00	\$83,167
Construction Subtotal				Group A	\$120,130
Contingency				15%	\$18,020
Total Opinion of Construction Cost - Group A					\$138,150
GROUP B - STORM SEWER					
1.	Mobilization	LS	1	\$10,000.00	\$10,000
2.	Bonding and Insurance	LS	1	\$2,500.00	\$2,500
3.	36" RCP, Class III	LF	400	\$140.00	\$56,000
4.	36" RCP Flared End Section	EA	8	\$2,000.00	\$16,000
Construction Subtotal				Group B	\$84,500
Contingency				15%	\$12,680
Total Opinion of Construction Cost - Group B					\$97,180
GROUP C - WATER MAIN					
1.	Mobilization	LS	1	\$10,000.00	\$10,000
2.	Bonding and Insurance	LS	1	\$2,000.00	\$2,000
3.	8" PVC Water Main, DR 18	LF	380	\$65.00	\$24,700
4.	Connect to Existing Water Main	EA	2	\$2,000.00	\$4,000
Construction Subtotal				Group C	\$40,700
Contingency				15%	\$6,110
Total Opinion of Construction Cost - Group C					\$46,810
Construction Subtotal - All Groups					\$160,830
Contingency					\$24,130
Total Opinion of Construction Cost - All Groups					\$184,960

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.

SEWER
\$398,200

WATER
\$575,130

\$3,193,550

TERMINATION AGREEMENT

This Termination Agreement ("Agreement") is made as of the date of the last signature set forth below by and between **AUBURN BOARD OF PUBLIC WORKS** (the "Owner"), and **UTILITY SERVICE CO., INC.** ("USCI"), collectively the "Parties."

RECITALS

A. Owner and USCI are parties to the following Water Well Full Maintenance Contracts (the "Contracts"):

Well 1 effective October 16, 2014;
Well 2 effective October 16, 2014;
Well 3 effective October 16, 2014;
Well 5 effective October 16, 2014;
Well 6 effective October 16, 2014;
Well 7 effective October 16, 2014;
Well 13 effective October 16, 2014;
Well 19 effective October 16, 2014; and
Well 20 effective October 16, 2014.

B. The Parties have been participating in ongoing discussions regarding parties' obligations and termination of the Contracts, up until the execution of this Termination Agreement.

C. The Parties have, as a result, mutually agreed to terminate the Contracts and settle all claims, disputes, controversies, and demands whatsoever, arising either at law or in equity, whether liquidated or otherwise, either now existing or which may ever hereafter arise or be ascertained, which either of the Parties ever had, now have, or may ever have in the future against the other arising out of, under, or by virtue of the Contracts, it being the intention of the Parties to effect a complete release of all claims each may possess against the other, pursuant to the following terms:

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. OBLIGATIONS OF USCI: USCI shall have no further obligations under the Contracts.
2. OBLIGATIONS OF OWNER: Owner shall have no further obligations under the Contracts. The nine (9) outstanding invoices as detailed below for these assets dated September 1, 2023 shall be reversed upon execution of this Agreement.

Invoice Nos: 588680; 588687; 588681; 588682; 588684; 588685; 588683; 588686; 588688.

3. TERMINATION OF CONTRACTS: The Parties agree that the Contracts and each and every other understanding between the Parties regarding the Contracts, whether written, verbal, or inchoate, shall be considered terminated and of no further force or effect as of the date completion of USCI's obligations as defined herein with neither party having any further obligation to the other except as otherwise specifically provided herein.

4. MUTUAL RELEASE OF CLAIMS: Except for such actions as may be necessary to enforce the terms of this Agreement, each of the Parties FOREVER, COMPLETELY, PERMANENTLY AND UNCONDITIONALLY RELEASES AND DISCHARGES the other party and its affiliates, subsidiaries, agents, officers, directors, heirs, executors, administrators, employees, successors, assigns, and all other persons, associations and/or corporations, whether herein named or referred to or not, from all federal

and state causes of action, suits, debts, dues, sums of money, accounts bills, covenants, claims, actions, lawsuits, contracts, obligations, liabilities, costs, expenses, damages, demands, and claims of every kind whatsoever, in law and equity arising out of the Contracts, including but not limited to any acts or omissions which occurred in the course of dealing between the Parties up to the date that this Agreement is executed, whether known or unknown.

5. NO ADMISSION: The Parties agree and understand this Agreement is a settlement of disputed claims and that the terms and conditions set forth in this Agreement are in no way to be construed as an admission of fault by either of the Parties, any inference of fault being expressly denied.

6. NO OTHER REPRESENTATION: The Parties represent and warrant that no promise, inducement, or agreement not expressed in this Agreement, oral or written, express or implied, has been made and that the terms of this Agreement are contractual and not a mere recital.

7. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, officers, directors, employees, parent corporations, corporate subsidiaries, corporate affiliates, subcontractors, insurers, and assigns. Notwithstanding the foregoing releases, upon execution of this Agreement each of the Parties shall have the right to enforce the terms of this Agreement at law or in equity.

8. APPLICABLE LAW: This Agreement shall be construed in accordance with the laws of the State of Georgia.

9. REPRESENTATION: The Parties expressly acknowledge they are each represented by legal counsel, that this Agreement was the result of negotiations between the Parties, that each party has had an opportunity to review the Agreement with its attorney(s), and each party is executing this Agreement solely in reliance of its own knowledge, belief, and judgement and not upon any representations made by any other party, their attorney(s) or others on its behalf. Each party has carefully reviewed this Agreement and understands its effect and is executing this Agreement voluntarily and not under duress or coercion.

10. JOINTLY DRAFTED: This Agreement has been drafted jointly. Accordingly, the language shall be considered as a whole, according to its fair meaning, and not construed against either party.

11. CAPTIONS: The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement.

12. SEVERABILITY: If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining terms and provisions shall remain unaffected thereby.

13. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means such as .pdf or a similar format. The Parties agree the delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent as an original signature.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreements between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

15. EXECUTION. When and if executed by both Parties, this Agreement shall become a fully enforceable and binding contract.

16. NO THIRD PARTY BENEFICIARY. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of Owner or USCI.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement to be effective as of the date of the last signature below.

AUBURN BOARD OF PUBLIC WORKS

Dated this ____ day of _____, 2023.

By: _____

(Print Name)

(Print Title)

Address: _____

UTILITY SERVICE CO., INC.

Dated this 21st day of November, 2023.

By: _____


Jonathan Cato

(Print Name)

Chief Operating Officer

(Print Title)

Address: 535 Courtney Hodges Boulevard
Perry, GA 31069



City of Auburn Board of Public Works

Crime Insurance Proposal

Presented by Doug Wozniak
Date Presented December 8, 2023

Alliant Insurance Services, Inc.
18100 Von Karman Avenue 10th Floor
Irvine, CA 92612
O 949 756 0271

CA License No. 0C36861

www.alliant.com

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Company Profile

Alliant provides risk management, insurance, and consulting services to thousands of clients nationwide, delivering tailored products and services engineered to mitigate risk, improve performance, and promote long-term growth. Our core business includes property and casualty insurance services, middle-market brokerage, employee benefits, and underwriting, each staffed with dedicated industry specialists who understand the unique market dynamics facing their clients.

In addition to our 90-plus year legacy of service and results, Alliant is one of the industry's fastest-growing organizations. As America's 10th largest insurance brokerage, we have an active presence in every U.S. market and an extensive arsenal of best-in-class resources and intelligence that moves our clients forward in today's competitive market climate.

Alliant has a broad reach that covers a wide range of industries, including:

- Agriculture
- Aviation
- Construction
- Energy and Marine
- Environmental
- Healthcare
- Financial Institutions
- Law
- Public Entity
- Real Estate
- Tribal Nations
- And many more

Alliant Advantage

	Alliant	Competition
90 years of leadership in meeting the insurance needs of businesses and public entities across the US.	✓	
National presence with best-in-class resources and expertise.	✓	
Privately owned and operated.	✓	
Flat management structure with no bureaucracy, empowering senior leadership to take a hands-on approach to client service that expands the entire lifecycle of the relationship.	✓	
A full-service insurance agency that addresses all of your risk and insurance needs, including property, casualty, life, and health.	✓	
A diverse team of industry specialists who understand the unique needs of your business.	✓	
Considerable buying power through more than 40 insurance carriers, enabling for the delivery of the best coverage at the most competitive pricing	✓	
State-licensed support staff.	✓	
A full-service approach that includes risk management services to help identify hazards and present options.	✓	
Workers' compensation insurance claims management at no additional charge.	✓	

Your Service Team

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Senior Vice President

dwozniak@alliant.com

Phone: 949 660 8166

Justin Swarbrick
Senior Vice President

jjswarbrick@alliant.com

Phone: 248 205 2931

Shane Storey
Vice President

Shane.Storey@alliant.com

Phone: 248 205 2934

Meghan Gillin
Assistant Vice President, Staff Manager

Meghan.Gillin@alliant.com

Phone: 704 247 1709

Named Insured

City of Auburn Board of Public Works

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Premium Summary

Coverage	Expiring Premium*		Renewal Premium*	
Crime	\$	1,613.00	\$	1,613.00
TOTAL	\$	1,613.00	\$	1,613.00

*Excludes TRIA premium

Payment Terms

- Premium is due within 30 days of policy inception
- Agency Bill
- Payment Plan: Annual

Options

- None

Crime Coverage

	Present Coverage	Proposed Coverage
Insurance Company	National Union Fire Insurance Company of Pittsburgh, PA.	National Union Fire Insurance Company of Pittsburgh, PA.
A.M. Best Rating	A (Excellent), Financial Size Category: XV (\$2.00 Billion or greater) as of December 16, 2022	A (Excellent), Financial Size Category: XV (Greater than or Equal to \$2.00 Billion) as of December 16, 2022
Standard & Poor's Rating	A+ (Strong) as of May 20, 2022	A+ (Strong) as of October 16, 2023
Nebraska Status	Admitted	Admitted
Policy/Coverage Term	January 26, 2023 to January 26, 2024	January 26, 2024 to January 26, 2025
Policy #	02-382-07-86	TBD

Coverage Form	Government Crime Policy - CR0027 (05/06) – Loss Sustained	Government Crime Policy - CR0027 (05/06) – Loss Sustained
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Limits

Employee Theft - Per Loss Coverage	\$ 500,000	\$ 500,000
Forgery or Alteration	\$ 500,000	\$ 500,000
Inside the Premises - Theft of Money and Securities	\$ 500,000	\$ 500,000
Inside the Premises - Robbery or Safe Burglary of Other Property	\$ 500,000	\$ 500,000
Outside the Premises	\$ 500,000	\$ 500,000
Computer Fraud	\$ 500,000	\$ 500,000
Funds Transfer Fraud	\$ 500,000	\$ 500,000
Money Orders and Counterfeit Money	\$ 500,000	\$ 500,000

Crime Coverage - Continued

	Present Coverage	Proposed Coverage
Deductible	\$ 5,000 Per Occurrence	\$ 5,000 Per Loss
Endorsement & Exclusions (including but not limited to)	<ul style="list-style-type: none"> • Indirect or Consequential Loss Exclusion • Protected Information Exclusion • Economic Sanctions Endorsement • Nebraska Changes • Nebraska Changes - Actual Cash Value • Notice of Claim (Reporting by E-Mail) • Add Credit, Debit or Charge Card Forgery <ul style="list-style-type: none"> ○ Limit: \$500,000 ○ Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes. • Cyberextortion Exclusion • Add Faithful Performance of Duty Coverage for Government Employees <ul style="list-style-type: none"> ○ Employee Theft - Per Loss Coverage ○ Limit: \$500,000 • Impersonation Fraud Coverage (Additional Premium) <ul style="list-style-type: none"> ○ Limit: \$100,000 ○ Deductible: \$25,000 ○ January 26, 2021 • Bonded Employees Exclusion Deleted 	<ul style="list-style-type: none"> • Indirect or Consequential Loss Exclusion • Protected Information Exclusion • Economic Sanctions Endorsement • Nebraska Changes • Nebraska Changes - Actual Cash Value • Notice of Claim (Reporting by E-Mail) • Add Credit, Debit or Charge Card Forgery <ul style="list-style-type: none"> ○ Limit: \$500,000 ○ Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes. • Cyberextortion Exclusion • Add Faithful Performance of Duty Coverage for Government Employees <ul style="list-style-type: none"> ○ Employee Theft - Per Loss Coverage ○ Limit: \$500,000 • Impersonation Fraud Coverage (Additional Premium) <ul style="list-style-type: none"> ○ Limits: \$100,000 ○ Deductible: \$25,000 ○ January 26, 2021 • Bonded Employees Exclusion Deleted
Total Cost Excluding TRIA	\$ 1,613.00	\$ 1,613.00

Crime Coverage - Continued

	Present Coverage	Proposed Coverage
Total Cost Including TRIA	Not Applicable	Not Applicable
Minimum Earned Premium	Not Applicable	Not Applicable
Policy Auditable	Not Auditable	Not Auditable
Quote Valid Until	No Longer Applicable	December 2, 2023
Binding Conditions	No Longer Applicable	A written request to bind coverage (see last page of proposal)

See Disclaimer Page for Important Notices and Acknowledgment

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Other Disclosures / Disclaimers - Continued

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.

Optional Coverages – Continued

Other Coverage Options

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

- Business Income/Extra Expense
- Earthquake
- Employed Lawyers
- Employee Benefits Liability
- Equipment Breakdown
- Food Borne Illness
- Foreign Insurance
- Garagekeepers Liability
- Hired Auto Physical Damage
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Network Security / Privacy Liability and Internet Media Liability
- Non-Owned & Hired Automobile Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Professional Liability
- Property in Transit
- Property of Others (Clients, Employees, Other)
- Special Events Liability
- Spoilage
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers Compensation & Employers Liability
- Workplace Violence

Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<https://consumers.ambest.com/content.aspx?rec=261613>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

Request to Bind Coverage

City of Auburn Board of Public Works

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Crime	<input type="checkbox"/>

Did you know that Alliant works with premium financing companies? Are you interested in financing your annual premium?

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
<input type="checkbox"/>	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative

Date

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.

URBAN RESIDENTIAL SERVICE - 100

Availability:

To occupied single-family dwellings, apartments, condominiums, and mobile homes (that have had towing devices removed) that are individually metered within the city limits of the City of Auburn, Nebraska.

Any residential dwelling, which is used for business or professional purposes, will be considered General Service when the commercial connected load exceeds 10 KW.

Type of Service:

Single-phase 60 Hertz, at 120 Volt or 120/240 Volt service, with a maximum connected capacity 75 KVA.

Monthly Rate: Base Amount of \$14.00 plus

Energy Charge of:

Summer
\$0.09 per kWh for all usage

Winter
\$0.093 per kWh for first 1,000 kWh
\$0.056 per kWh for balance

Minimum Bill: \$20.00

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to their bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

RURAL RESIDENTIAL SERVICE - 700

Availability:

Occupied single-family dwellings, apartments, condominiums, farmsteads, and mobile homes (that have towing devices removed), that are individually metered outside the city limits of the City of Auburn, NE. This would include the Villages of Brownville, Johnson, and Nemaha.

A residential dwelling, which is used for business or professional purposes, will be considered General Service when the commercial connected load exceeds 15 KW

Type of Service:

Single-phase 60 Hertz, at 120 Volt or 120/240 Volt service, with a maximum connected capacity 50 KVA.

Monthly Rate: Base Amount of \$16.70 plus

Energy Charge of:

Summer

\$0.0940 per kWh for all usage

Winter

\$0.1000 per kWh for first 1,500 kWh

\$0.0660 per kWh for balance

Minimum Bill: \$21.00

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to their bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

GENERAL SERVICE SINGLE PHASE - 101

Availability:

To customers that reside within the city limits of Auburn, NE and do not qualify as residential.

Type of Service:

Single-phase, 60 Hertz at standard secondary Board of Public Works voltages with a maximum single-phase capacity 400 amps.

Monthly Rate: Base Amount of \$21.50 plus

Energy Charge of:

Summer

\$0.0930 per kWh for all usage

Winter

\$0.0990 per kWh for first 3,500 kWh

\$0.0697 per kWh for balance

Minimum Bill:

The minimum monthly charge shall be \$26.00 or \$1.00 per KVA of required transformer capacity, whichever is greater.

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Municipal Agreement Charge Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to their bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

GENERAL SERVICE THREE PHASE – 110

Availability:

To customers who reside within the city limits of Auburn, NE and do not qualify as a residential customer. Customer's service size is equal to, or less than 400 amp connected capacity, or their recorded demand is less than 100 KW for two consecutive months.

Type of Service:

Three-phase service, 60 Hertz at Board of Public Works secondary or primary voltages with a maximum demand capacity of less than 100 KW for four consecutive months

Monthly Rate: Base Amount of \$27.40 plus

Demand Capacity in excess and over 95 KW Charge of:

<u>Summer</u>	<u>Winter</u>
\$12.80	\$9.30

The maximum monthly integrated 15 minutes kilowatt load occurring at any time during the Billing Period and measured with a Board of Public Works meter or determined by other means.

Energy Charge of:

<u>Summer</u>	<u>Winter</u>
\$0.0950 per kWh for all usage	\$0.1010 per kWh for first 3,500 kWh \$0.0695 per kWh for balance

Minimum Bill:

The minimum monthly charge shall be \$30.30 or \$1.00 per KVA of required transformer capacity, whichever is greater.

Monthly Bill:

The monthly bill computed in accordance with the Monthly Rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the AM mail on the next business day following the due date will not be assessed a penalty.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to their bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

RURAL GENERAL SERVICE SINGLE PHASE - 701

Availability:

To customers who reside outside the city limits of Auburn, NE and do not qualify as rural residential.

Type of Service:

Single-phase, 60 Hertz at standard secondary Board of Public Works voltages with a maximum single-phase capacity 400 amps.

Monthly Rate: Base Amount of \$25.80 plus

Energy Charge of:

Summer

\$0.099 per kWh for all usage

Winter

\$0.1100 per kWh for first 3,500 kWh

\$0.0770 per kWh for balance

Minimum Bill:

The minimum monthly charge shall be \$31.00 or \$1.00 per KVA of required transformer capacity, whichever is greater.

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to the customer's bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

RURAL GENERAL SERVICE THREE PHASE - 710

Availability:

To customers who reside outside the city limits of Auburn, NE and have three phase power service.

Type of Service:

Three-phase service, 60 Hertz at Board of Public Works secondary or primary voltages with a maximum demand capacity of less than 100 KW for four consecutive months.

Monthly Rate: Base Amount of \$26.80 plus

Monthly demand capacity in excess and over 74 KW Charge of:

<u>Summer</u>	<u>Winter</u>
\$9.80	\$6.30

The maximum monthly integrated 15 minutes kilowatt load occurring at any time during the billing period and measured with a Board of Public Works meter or determined by other means.

Energy Charge of:

<u>Summer</u>	<u>Winter</u>
\$0.1050 per kWh for all usage	\$0.110 per kWh for first 3,500 kWh \$0.0670 per kWh for balance

Minimum Bill:

The minimum monthly charge shall be \$35.00 or \$1.00 per KVA of required transformer capacity, whichever is greater.

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to the customer's bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

GENERAL SERVICE ENERGY/DEMAND – 151/1010

Availability:

To customers within the city limits of Auburn, NE where the average annual maximum demand recorded by the Board of Public Works metering exceeds 110 KW but does not exceed 1,000 KW.

Type of Service:

Three-phase service, 60 Hertz at standard Board of Public Works voltages, with a maximum connected capacity of 500 KVA.

Demand:

The maximum monthly integrated 15 minutes kilowatt load occurring at any time during the Billing Period and measured with a Board of Public Works meter or determined by other means.

Monthly Rate: Base Amount of \$35.00 plus

Demand Charge of:

Summer

\$13.30 per KW of Billing Demand

Winter

\$9.30 per KW of Billing Demand

Energy Charge of:

Summer

\$0.0533 per kWh for first 20,000

\$0.0503 per kWh for balance

Winter

\$0.0596 per kWh for first 10,000

\$0.0536 per kWh for balance

Minimum Bill:

The minimum monthly charge shall be \$100.00 or \$1.00 per KVA of required transformer capacity, whichever is greater.

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Primary Service:

When a customer takes service at primary voltage and does not own all transformation and electrical system from metering point to the secondary utilization voltage, the customer shall receive an adder of two and one-half (2.5%) percent on demand and energy charges. Such adder shall be added to customer's bill before application of the fuel and production cost adjustment. When a customer takes service at primary voltage and owns all transformation and electrical system from metering point to the secondary utilization voltage, the two and one-half percent (2.5%) adder shall be waived.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to their bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

RURAL ENERGY/DEMAND – 750/1050

Availability:

To customers outside the City limits of Auburn, NE where the average annual maximum demand recorded by the Board of Public Works metering exceeds 110 KW but does not exceed 1,0000 KW.

Type of Service:

Three-phase service, 60 Hertz at standard Board of Public Works voltages, with a maximum connected capacity of 500 KVA.

Demand:

The maximum monthly integrated 15 minutes kilowatt load occurring at any time during the billing period and measured with a Board of Public Works meter or determined by other means.

Monthly Rate: Base Amount of \$57.00 plus

Demand Charge of:

Summer
\$16.30 per KW of Billing Demand

Winter
\$14.30 per KW of Billing Demand

Energy Charge of:

Summer
\$0.0523 per kWh for first 20,000
\$0.0518 per kWh for balance

Winter
\$0.0526 per kWh for first 10,000
\$0.0511 per kWh for balance

Minimum Bill:

The minimum monthly charge shall be \$100.00 or \$1.00 per KVA of required transformer capacity, whichever is greater.

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Primary Service:

When a customer takes service at primary voltage and does not own all transformation and electrical system from metering point to the secondary utilization voltage, the customer shall receive an adder of two and one-half (2.5%) percent on demand and energy charges. Such adder shall be added to customer's bill before application of the fuel and production cost adjustment. When a customer takes service at primary voltage and owns all transformation and electrical system from metering point to the secondary utilization voltage, the two and one-half percent (2.5%) adder shall be waived.

Municipal Agreement Charge - Franchise Fee: Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to the customer's bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

INDUSTRIAL LARGE POWER ENERGY/DEMAND - 130/131/1031

Availability:

To all customers in the areas served by the Board of Public Works where the maximum demand recorded by the Board of Public Works metering exceeds 1,000 KW for any three consecutive months or kWh's monthly usage exceeds 300,000.

Type of Service:

Three-phase 60 Hertz service at standard Board of Public Works secondary and primary voltages.

Demand:

The maximum monthly integrated 15 minutes kilowatt load occurring at any time during the billing period and measured with a Board of Public Works meter or determined by other means.

Monthly Rate: Base Amount of \$52.00 plus Demand Charge of:

<u>Summer</u> \$15.00 per KW of Billing Demand	<u>Winter</u> \$10.40 per KW of Billing Demand
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Energy Charge of:

<u>Summer</u> \$0.0340 per kWh first 200,000 \$0.0320 per kWh for balance	<u>Winter</u> \$0.0310 per kWh first 150,000 \$0.0310 per kWh for balance
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Minimum Bill:

The minimum monthly charge shall be \$500.00 or \$1.00 per KVA of required transformer capacity, whichever is greater. Peak recorded demand during the last 12 months billing times the current summer demand rate.

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the AM mail on the next business day following the due date will not be assessed a penalty.

Primary Service:

When a customer takes service at primary voltage and does not own all transformation and electrical system from metering point to the secondary utilization voltage, the customer shall receive an adder of two and one-half (2.5%) percent on demand and energy charges. Such adder shall be added to customer's bill before application of the fuel and production cost adjustment. When a customer takes service at primary voltage and owns all transformation and electrical and electrical system from metering point to the secondary utilization voltage, the two and one-half percent (2.5%) adder shall be waived.

Power Factor Penalty:

Customers on this rate are required to maintain a power factor within a range of 0.90% lagging and 0.90% leading. Customers whose monthly average power factor during peak usage falls to or below this standard shall receive a two percent (2%) adder on the total monthly bill, before any other discounts, excluding Production Cost Adjustment.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to their bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule"

URBAN SPACE HEATING – 120/121

Availability:

To customers within the corporate limits of the city of Auburn, NE as a rider to the General Service or Demand Service where only electric heating, cooling, and electric water heating, and associated equipment are connected as a separate service.

Type of Service:

Single-phase or three-phase, 60 Hertz service at standard Board of Public Works secondary voltages.

Monthly Rate: Base Amount of:

<u>Summer</u>	<u>Winter</u>
120 - Single Phase \$8.00 - plus	\$16.00 - plus
121 - Three Phase \$9.00 - plus	\$15.00 - plus

Energy Charge of:

Customer Primary Service – General Service

<u>Summer</u>	<u>Winter</u>
\$0.1029 per kWh	\$0.0717 per kWh

Minimum Bill:

<u>Summer</u>	<u>Winter</u>
\$15.00	\$15.00

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to the customer's bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

RURAL SPACE HEATING – 720/721

Availability:

To Customers outside the corporate limits of the city of Auburn, NE as a rider to the General Service or Demand Service where only electric heating, cooling, and electric water heating, and associated equipment are connected as a separate service.

Type of Service:

Single-phase or three-phase, 60 Hertz service at standard Board of Public Works secondary voltages.

Monthly Rate: Base Amount of:

<u>Summer</u>	<u>Winter</u>
720 - Single Phase \$8.00 - plus	\$15.00 - plus
721 - Three Phase \$9.00 - plus	\$15.00 - plus

Energy Charge of:

Customer Primary Service – General Service

<u>Summer</u>	<u>Winter</u>
\$0.1000 per kWh	\$0.0720 per kWh

Minimum Monthly Bill:

<u>Summer</u>	<u>Winter</u>
\$20.00	\$20.00

Monthly Bill

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to the customer's bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

OUTDOOR SECURITY LIGHTING - 1121

Availability:

This is available to residential, commercial, and industrial customers. These lights cannot be used on public or semi-public areas. Available at locations where private lighting /security lights are installed and electrical usage is un-metered.

Type of Service:

BPW will own and maintain these fixtures. The charges on this rate will reflect the cost to purchase the equipment, maintain the equipment, and the energy required by the equipment. BPW will require a minimum three-year contract. Early cancellation of the contract by the customer is subject to additional charges.

Lighting units will only be installed on BPW owned poles and in approved locations. Lighting units will not be installed/connected to streetlight circuits, steel poles or at location where installation would violate NESC rules.

All labor and material (except the lighting fixture) required for the installation will be billed to the customer. Any damage by vandalism will be repaired at cost and charged to the customer.

Monthly Rate:

The rate per lamp per month for each lighting unit will be computed as follow:

Lamps Rated Capacity per lamp including ballast x \$0.097

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

RURAL IRRIGATION – 724 / 2200

Availability:

Available to power customers for irrigation pump motors, tower wheel motors, re-use pits and booster pumps.

Type of Service:

Single-phase or three-phase (where available), 60 Hertz service at standard Board of Public Works voltages, maximum single-phase capacity 100 KVA, with a maximum motor size of 10 horsepower connected single-phase (except special cases) or 3 horsepower connected single-phase 120 Volt and a maximum three-phase motor size of 100 horsepower.

Annual Charge:

The annual charge shall be paid upon request of service and annually thereafter in May of each year.

Annual Connected Charge of \$18.00 per nameplate horsepower of all connected horsepower.

Monthly Rate:	Base Amount of	\$19.00 plus
	On Peak Demand Charge of	\$11.00 per KW of Measured Demand *

*Customers who operate their system during BPW peak power usage periods will be billed an On Peak Demand Charge. For Customers who shut down their systems during the requested time period, this charge will be waived.

Energy Charge of:

<u>Summer</u>	<u>Winter</u>
\$0.0740 per kWh for all usage	\$0.0810 per kWh for all usage

Minimum Bill:	\$20.00
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Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to the customer's bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule".

SEASONAL/TEMPORARY SERVICES - 123

Availability:

Available to seasonal users, including RV's and travel trailer cabins, uninhabited farmsteads, seasonal farm use, water pumping for stock and domestic purposes, grain handling installations, billboards, advertisement signs, temporary services, and all services under construction until final electrical inspection is completed and at the discretion of the BPW service is measured by one meter, and not used as a permanent service.

Type of Service:

Single-phase, 60 cycles, at available secondary voltages at a connected capacity of 75 KVA or less.

Monthly Rate:

Base Amount of	\$30.00 plus
Energy Charge of:	
<u>Summer</u>	<u>Winter</u>
\$0.0970 per kWh for all usage	\$0.0860 per kWh for all usage

Minimum Bill:

The minimum charge shall be \$35.00.

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to the customer's bill before application of a fuel and production cost adjustment.

Terms and Conditions: Refer to "Terms and Conditions Schedule"

NET METERING (RENEWABLE ENERGY)

AVAILABLE:

To Qualified Renewable Generation with production capacity of 25 kW or less, in conjunction with retail loads.

Qualified Renewable Generation includes - electric generators powered by methane, wind, solar, biomass, hydro or waste technologies.

CHARACTER OF SERVICE:

The character of purchased power will be single- or three-phase alternating electric current at 60 Hertz. Voltage shall be determined by the voltage of the local distribution system. Facilities on this service will be metered with a supplied bi-directional meter.

PURCHASE OF OUTPUT FROM RENEWABLE GENERATOR CUSTOMERS:

Owners of renewable generation will be allowed to parallel these facilities and use the electrical output of their renewable generation to supply all or a portion of their own load and deliver the surplus to the distribution system with the proper safety equipment installed.

The BPW will credit a customer-generator at the applicable retail rate for each kilowatt-hour produced by a qualified facility during a billing period up to the total of the customer-generator's electricity requirements during that billing period. A customer-generator may be charged a minimum monthly fee that is the same as other noncustomer-generators in the same rate class but shall not be charged any additional standby, capacity, demand, interconnection, or other fee or charge; and

The BPW will compensate the customer-generator for net excess generation during the billing period at a rate equal to the local distribution utility's avoided cost of electric supply over the billing period. The monetary credits shall be applied to the bills of the customer-generator for the preceding billing period and shall offset the cost of energy owed by the customer-generator. If the energy portion of the customer-generator's bill is less than zero in any month, monetary credits shall be carried over to future bills of the customer-generator until the balance is zero. At the end of each annualized period, any excess monetary credits shall be paid out to coincide with the final bill of that period; and is not intended to offset or provide credits for electricity consumption at another location owned, operated, leased, or otherwise controlled by the customer-generator or for any other customer.

A. URBAN RESIDENTIAL

Applicable to all single family and mobile home (only if placed on a foundation) residences located within the city limits of Auburn, Nebraska. Not applicable to resale, supplemental, auxiliary, or shared service.

Usage Rate:

	<u>2023</u>	<u>2024</u>
Per 1,000 gallons used	\$4.79	\$5.04

Customer Charge:

<u>Meter Size</u>	<u>Rate #</u>	<u>2023</u>	<u>2024</u>
No Meter*	2100	\$14.76	\$15.53
1/2, 5/8, 3/4"	2000	\$19.64	\$20.66
1, 1-1/4"	2002	\$26.15	\$27.51
1-1/2"	2003	\$44.51	\$46.82

*All properties that are connected to the City's water system will be charged the no meter charge unless the water service line has been disconnected/capped from the City's water main and inspected by a BPW employee.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to the customer's bill before application of a fuel and production cost adjustment.

B. RURAL RESIDENTIAL

Applicable to all single family and mobile home (only if placed on a foundation) residences located outside the city limits of Auburn, Nebraska. Not applicable to resale, supplemental, auxiliary, or shared service.

Usage Rate:

	<u>2023</u>	<u>2024</u>
Per 1,000 gallons used	\$4.85	\$5.10

Customer Charge:

<u>Meter Size</u>	<u>Rate #</u>	<u>2023</u>	<u>2024</u>
No Meter*	2101	\$18.45	\$19.41

1/2, 5/8, 3/4"	2010	\$24.55	\$25.82
1, 1-1/4"	2012	\$32.68	\$34.38
1-1/2"	2013	\$55.63	\$58.53

*All properties that are connected to the City's water system will be charged the no meter charge unless the water service line has been disconnected from the water main and inspected by a BPW employee.

C. URBAN GENERAL SERVICE / INDUSTRIAL

Applicable to, but not limited to, the following facilities located within the city limits of Auburn, Nebraska: Apartments, multi-family housing, mobile home park, motels, hotels, RV's / RV park or any multi-family location with a single water meter, and any non-residential service where another rate class is not applicable. Not applicable to resale, supplemental, auxiliary, or shared service.

Usage Rate:

	<u>2023</u>	<u>2024</u>
Per 1,000 gallons used	\$4.79	\$5.04

Customer Charge:

<u>Meter Size</u>	<u>Rate #</u>	<u>2023</u>	<u>2024</u>
No Meter*	2103	\$15.44	\$16.24
1/2, 5/8, 3/4"	2020	\$22.66	\$23.84
1, 1-1/4"	2022	\$30.10	\$31.66
1-1/2"	2023	\$51.25	\$53.91
2"	2024	\$87.15	\$91.68
3"	2025	145.26	\$152.81

*All properties that are connected to the City's water system will be charged the no meter charge unless the water service line has been disconnected/capped from the City's water main and inspected by a BPW employee.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to the customer's bill before application of a fuel and production cost adjustment.

D. RURAL GENERAL SERVICE / INDUSTRIAL

Applicable to, but not limited to, the following facilities located outside the city limits of Auburn, Nebraska: Apartments, multi-family housing, mobile home park, motels, hotels, RV's / RV park or any multi-family location with a single water meter, and any non-residential service where another rate class is not applicable. Not applicable to resale, supplemental, auxiliary, or shared service.

Usage Rate:

	<u>2023</u>	<u>2024</u>
Per 1,000 gallons used	\$4.82	\$5.07

Customer Charge:

<u>Meter Size</u>	<u>Rate #</u>	<u>2023</u>	<u>2024</u>
No Meter*	2104	\$18.48	\$19.44
1/2, 5/8, 3/4"	2028	\$23.53	\$24.75
1, 1-1/4"	2030	\$31.38	\$33.01
1-1/2"	2033	\$53.34	\$56.11
2"	2074	\$90.76	\$95.47
3"	2055	\$154.32	\$162.34

*All facilities that are connected to the City's water system will be charged the no meter charge unless the water service line has been disconnected/capped from the City's water main and inspected by a BPW employee.

E. IRRIGATION

Applicable for use in lawn sprinklers, landscape, golf course and irrigation, if there is no discharge of water from such use into the sanitary sewer system.

Usage Rate:

	<u>F</u>	<u>2023</u>	<u>2024</u>
Per 1,000 gallons used		\$5.01	\$5.27

Customer Charge:

<u>Meter Size</u>	<u>Rate #</u>	<u>2023</u>	<u>2024</u>
No Meter*	2103	\$15.44	\$16.24
1/2, 5/8, 3/4"	2720	\$23.71	\$24.94
1, 1-1/4"	2722	\$31.49	\$33.12
1-1/2"	2723	\$53.61	\$56.40
2"	2724	\$91.18	\$95.92
3"	2725	\$151.96	\$159.87

*All properties that are connected to the water system will be charged the no meter charge unless the water service line has been disconnected/capped from the water main and inspected by a BPW employee.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee of added to the customer's bill before application of a fuel and production cost adjustment.

F. URBAN FIRE SPRINKLER SYSTEMS

Applicable to customers within the city limits of Auburn, Nebraska who require water for fire protection or suppression purposes in addition to that which can be supplied by public hydrants for the protection of property on customer's premises.

Customer Charge:

<u>Meter Size</u>	<u>Rate #</u>	<u>2023</u>	<u>2024</u>
2" or smaller	2500	\$20.88	\$21.97
2-1/2"	2501	\$25.06	\$26.36
4"	2502	\$37.59	\$39.54
6"	2503	\$53.46	\$56.24
8"	2504	\$74.93	\$78.83

G. RURAL FIRE SPRINKLER SYSTEMS

Applicable to customers outside the city limits of Auburn, Nebraska who require water for fire protection or suppression purposes in addition to that which can be supplied by public hydrants for the protection of property on customer's premises.

Customer Charge:

<u>Meter Size</u>	<u>Rate #</u>	<u>2023</u>	<u>2024</u>
2" or smaller	2510	\$21.36	\$22.47
2-1/2"	2511	\$25.65	\$26.99
4"	2512	\$38.54	\$40.54
6"	2513	\$54.77	\$57.62
8"	2514	\$75.05	\$78.96

H. MUNICIPAL

Applicable to municipals accounts owned by the City of Auburn.

Usage Rate:

	<u>2023</u>	<u>2024</u>
Per 1,000 gallons used	\$3.49	\$3.67

Customer Charge :

<u>Meter Size</u>	<u>Rate #</u>	<u>2023</u>	<u>2024</u>
1/2, 5/8, 3/4"	2018	\$22.66	\$23.84
1, 1-1/4"	2014	\$30.10	\$31.66
1-1/2"	2015	\$51.25	\$53.91
2"	2016	\$87.15	\$91.68
3"	2019	\$145.26	\$152.81
4"	2080	4.89 per 1,000 gallons (No monthly customer charge.) Effective 08/24/2023	

J. BULK WATER FROM THE WATER BOY

Water Sales form the BPW bulk water dispenser at the Water Filter Plant.

Gallons	2023	2024
50	\$1.52	\$1.55
100	\$2.05	\$2.10
250	\$3.62	\$3.75
500	\$6.24	\$6.50
1,000	\$11.47	\$12.00

K. TEMPORARY WATER SERVICE FROM FIRE HYDRANT

Applicable to contractors request temporary water service from a fire hydrant or bulk water from a fire hydrant.

Customer will pay in advance a \$500.00 meter deposit which will be refunded upon termination of service less the amount:

- a) To repair or replace fire hydrant meter, equipment if returned in unsatisfactory condition.

b) To repair damaged to fire hydrant or property from use.

c) Unpaid balance owned to the BPW.

Customer agrees to pay in advance a meter setup fee and connection charge of \$125.00 plus any additional expense incurred if not done during normal working hours.

Usage Rate:

	<u>2023</u>	<u>2024</u>
Per 1,000 gallons used	\$5.01	\$5.27
Customer Monthly Charge	\$91.18	\$95.92

J. City of Peru Bulk Water

Applicable to the City of Peru for municipal use and resale to City of Peru water customers.

	<u>2023</u>	<u>2024</u>
Per 1,000 gallons used	\$4.89	\$4.89

K. Unused Service Lines

Whenever any of the following conditions exist, the service pipe to a property shall be disconnected at the main at the cost to the property owner:

- Unused service pipe that does not conform to current specifications.
- Unused service pipe that needs repairs or is over 10 years in age.
- Unused service line where the building has been removed.
- Unused service line where the building that is served has been condemned.
- Unused service line that has no current purpose.

Customer cost - Capping of water service line \$350.00

TERMS OF PAYMENT

All bills rendered are net, due and payable upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, including holidays, only payments received by 8:00 a.m. on the next business day following the due date will not be assessed a penalty.

A. SINGLE-FAMILY RESIDENTIAL

Rate #1700

Applicable to all single-family residential customers located within the city limits of Auburn, Nebraska, where water usage through a single meter serves a single dwelling unit, including single family dwellings, multi-unit residential dwellings, mobile homes with the axle and tongue removed.

Usage Rate:

Per 1,000 gallons	\$3.40
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Customer Billing Charge per Month:

Per Customer	\$5.00
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Customer Capacity Charge per Month:

Per Customer	\$20.00
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Calculation of Usage for Billing Purposes:

Usage shall be calculated based on average water consumption from the previous January, February, and March calendar months.

For a customer that does not have established usage history, billing will be based on the average residential monthly customer consumption from the previous January, February, and March calendar months.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee of 5% added to the customer's bill before application of a fuel and production cost adjustment.

B. RURAL SINGLE-FAMILY RESIDENTIAL

Rate # 1703

Applicable to all single-family residential customers located outside the city limits of Auburn, Nebraska, where water usage through a single meter serves a single dwelling unit, including single family dwellings, multi-unit residential dwellings.

Usage Rate:

Per 1,000 gallons	\$3.40
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Customer Billing Charge per Month:

Per Customer	\$6.00
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Customer Capacity Charge per Month:

Per Customer	\$22.00
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Calculation of Usage for Billing Purposes:

Usage shall be calculated based on average water consumption from the previous January, February, and March calendar months.

C. GENERAL SERVICE FOR RESIDENTIAL PURPOSES

Rate # 1740

Applicable to single-family rental units and all multi-unit residential dwellings, apartments, mobile home parks, camper/RV parks, and hotels/motels that are served by a single water meter and per sewer tap.

Usage Rate:

Per 1,000 gallons	\$3.40
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Customer Billing Charge per Month:

Per Customer	\$5.00
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Customer Capacity Charge per Month:

Per ERU*	\$20.00
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*Calculation of Equivalent Residential Units (ERU):

The Customer Capacity Charge is assessed based on Equivalent Residential Units (ERUs). ERUs are calculated based on the following:

<u>Type of Customer</u>	<u>ERU</u>
Single-Family	1.00
Apartment / Multi-Family (2 or more)	0.75 per unit plus 1
Hotel / Motel	0.25 per unit plus 1
Trailer Park (permanent)	0.50 per unit
Camper / RV Park	0.25 per unit

Example ERU Calculation and Monthly Capacity Charge:

A tri-plex apartment with all water measured through a single meter.

ERU: Three Units times 0.75 + 1 = 3.25 ERUs

Monthly Capacity Charge: 3.25 ERUs times \$20.00 = \$65.00

Calculation of Usage for Billing Purposes:

Usage determined by the metered water consumption from the previous month.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to the customer's bill before application of a fuel and production cost adjustment.

D. GENERAL SERVICE

Rate # 1720-1724

Applicable to, but not limited to, any non-residential facilities located within the city limits of Auburn, Nebraska where another rate class is not applicable.

Usage Rate:

Per 1,000 gallons	\$3.40
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Customer Billing Charge per Month:

Per Customer	\$5.00
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Customer Capacity Charge per Month:

<u>Water Meter Size</u>	<u>\$ per month</u>	
< 1"	\$20.00	Rate # 1720
1" – 1.25"	\$35.60	Rate # 1721
1.5"	\$70.60	Rate # 1722
2"	\$113.00	Rate # 1723
3"	\$212.25	Rate # 1724

If a customer has multiple water meters, the capacity charge shall be assessed on each meter.

Adjustment of Customer Capacity Charge for Undersized Water Meters:

If a customer's water usage exceeds good engineering practice based on the installed meter size, the capacity charge may be adjusted to conform with the appropriate meter size based on recommendations from the American Water Works Association.

Calculation of Usage for Billing Purposes:

Usage determined by the metered consumption from the previous month.

Municipal Agreement Charge - Franchise Fee:

Where the BPW has an agreement to pay the city a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel and production cost adjustment. Customers on this rate will have a franchise fee added to the customer's bill before application of a fuel and production cost adjustment.

E. RURAL GENERAL SERVICE

Rate # 1730-1734

Applicable to any non-residential customer located outside the city limits of Auburn, Nebraska.

Usage Rate:

Per 1,000 gallons	\$3.40
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Customer Billing Charge per Month:

Per Customer	\$6.00
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Customer Capacity Charge per Month:

<u>Water Meter Size</u>	<u>\$ per month</u>	
< 1"	\$22.00	Rate # 1730
1" – 1.25"	\$37.60	Rate # 1731
1.5"	\$72.60	Rate # 1732
2"	\$115.00	Rate # 1733
3"	\$214.25	Rate # 1734

Adjustment of Customer Capacity Charge for Undersized Water Meters:

If a customer's water usage exceeds good engineering practice based on the installed meter size, the capacity charge may be adjusted to conform with the appropriate meter size based on recommendations from the American Water Works Association.

Calculation of Usage for Billing Purposes:

Usage determined by the metered consumption from the previous month.

F. SEWER WITHOUT WATER SERVICE

Rate # 1501, 1701 & 1702

Applicable to any customer connected to the City sewer system that does not utilize water service. A service fee is assessed unless sewer line is capped at the customer's property line.

Customer Billing Charge per Month:

Per Customer	\$5.00
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Customer Capacity Charge per Month:

Per Customer	\$20.00
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G. HIGH-STRENGTH DISCHARGES

Rate # 1750

For manufacturing, chemical processes, food processing with high discharge rates and any customers with sewer discharges that exceed the limits in the strength surcharge table shown below.

Usage Rate:

Per 1,000 gallons	\$3.40
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Customer Billing Charge per Month:

Per Customer	\$5.00
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Customer Capacity Charge per Month:

<u>Water Meter Size</u>	<u>\$ per month</u>
< 1"	\$20.00
1" – 1.25"	\$35.60
1.5"	\$70.60
2"	\$113.00
3"	\$212.25

Adjustment of Customer Capacity Charge for Undersized Water Meters:

If a customer's water usage exceeds good engineering practice based on the installed meter size, the capacity charge may be adjusted to conform with the appropriate meter size based on recommendations from the American Water Works Association.

Calculation of Usage for Billing Purposes:

Usage shall be determined by the metered water consumption from the previous month.

High Strength Surcharges:

As applicable based on table below.

Calculation of High Strength Surcharges:

For those customers with sewer discharges that exceed the following limits, a surcharge will be assessed as follows:

STRENGTH SURCHARGE TABLE

Strength Surcharge Component	Allowable Limit	Rate Effective TBD
Biochemical Oxygen Demand	>150 mg/l	\$0.19/lb.
Total Suspended Solids	>200 mg/l	\$0.12/lb.
Ammonia / Organic Nitrogen	>25 mg/l	\$0.13/lb.

To convert the concentration from parts per million to pounds, the following calculation is used:

Concentration in parts per million x 8.34 x volume in million gallons = pounds

Customer will also be required to pay labor, sampling and lab fees, and other expenses incurred by BPW to determine waste strength.

Commercial Waste Tank Dump Fee (Non-Toxic Organic Waste Only)

The minimum fee shall be \$40.00 plus the current sewer use fee per 1,000 gallons (to be determined by size of tank being dumped).

Usage Rate:

Per 1,000 gallons (minimum of 1,000 gallons) \$3.40

All waste in this form will be considered extra strength waste and would impose the following extra surcharges that would be used for any customer sewer waste/flow having concentrations exceeding one hundred fifty (150) milligrams per liter, biochemical device, (BOD) or two hundred (200) milligrams per liter suspended solids or twenty-five (25) milligrams per liter of total ammonia and organic nitrogen content in wastewater as determined by approved laboratory procedures.

The following additional surcharge will be used for any customer that sewer waste exceeds standard domestic strength as follows:

5,500 gallons X \$8.86 per 1,000 = \$47.30

5,500 gallons X 8.34 = 45,870 lbs.

45,870 lbs. X 96.5% water = 44,265 lbs. water

45,870 - 44,265 = 1,605 lbs. solids

1,605 X \$0.12 = \$192.60

Customer will also be required to pay labor, sampling and lab fees and other expenses incurred by BPW to determine waste strength.

Calculation of Usage Fees

All single-family residential customers' usage shall be calculated based on water consumption for the billing months of January, February, and March (of the current year). Sewer use fees to be calculated at per 1,000 gallons of the three months' average water usage. Said calculation is to be made each year for each utility customer. This rate shall be effective with the billing month of April of each year.

All other customer usage shall be figured on 100% water consumed, measured by a water meter, and then billed on a three-month rolling average.

Monthly Bill:

The monthly bill computed in accordance with the monthly rate is due upon receipt. Bills not paid by the delinquent date indicated on the utility bill shall have a penalty amount added to the net monthly bill (excluding sales tax). If the due date falls on a non-business day, only payments received in the night drop box and through the A.M. mail on the next business day following the due date will not be assessed a penalty.

Sewer Usage Adjustment

Customers who experience a water leak or waste of water during the sewer usage calculation months where the water drained through the city sewer system will be required to pay sewer usage on this water for a minimum period of three (3) months, at which point the sewer usage fee may be adjusted. This would include, but not be limited to leaks such as toilets, water softeners, and broken pipes. Customers who experience a water leak that did not drain through the wastewater system must notify the BPW for an adjustment which will be based on previous usage history.

Sewer Line Capping

Sewer line capping is the customer's responsibility and requires inspection to verify completion when done.

METER READING

All Meters will be read approximately the 25th of each month for billing purposes. However, due to weather conditions, timing of billing or technical issues, monthly usages for billing may be estimated based on a previous month usage.

Meters are read by Radio Meter Reading (RMR) technology. BPW does not need access to read meters monthly, however it is the customer's responsibility to ensure that BPW staff can access meters for manual readings or meter maintenance.

Meters are read twice a week. Readings are used for customers requesting new service or final billing of services. The most current reading will be used, however if a customer requests an actual reading, a meter reading fee will apply to perform this service.

If a customer disputes a billed meter reading and requests a reread, the customer will be billed a meter reading fee, if the meter reading used for billing was correct. If the reading was incorrect due to an error on the part of BPW staff, the meter reading fee would be waived.

MISCELLANEOUS FEE SCHEDULE

UTILITY SECURITY DEPOSIT FEE

Residential and Commercial Customer Deposits

\$300.00

The deposit amount listed above is a "minimum" – the "maximum" deposit is two (2) times the largest bill at the same address or for a new account an estimated value based on service size and comparable building. Full Deposits will be required on all accounts unless:

1. Customer has established a good payment history with the utility.
2. Customer has a good credit rating through a BPW Credit Check.
 - a current credit check fee will be applied to a customer's first month's bill.

Customers who have no deposit on file and develop a poor payment history will be required to establish a deposit with BPW. One half of the deposit is required up front and payment arrangements can be made for the balance of the deposit with a maximum of three installments.

Deposits shall be returned after a customer establishes an excellent credit history over a two-year period.

CUSTOMER CREDIT CHECK

\$15.00

Customers that elect to have a credit check to avoid a utility deposit shall pay the credit check fee.

COSIGNER NOTIFICATION FEE

\$2.50

Customers that request co-signer notification of their billing information shall be charged a monthly cosigner notification fee.

RETURNED ACH OR CHECK FEE EACH INCIDENT

\$30.00

If BPW receives two returned checks or ACH's in a period of one year or less, the account will become cash or credit /debit card only.

If the BPW receives two returned checks in a two-year period, the account will be flagged as cash or credit card only.

LATE PAYMENT PENALTY

All accounts not paid by 5:00 p.m. on the 15th of each month will be charged 6% on the unpaid balance.

PAPERLESS BILLING

Customers can elect to participate in the BPW paperless billing option:

1. Customer will be required to complete and submit a request for paperless billing.
2. Customer or a BPW Employee will sign a customer up for billing email notifications through our secure Xpress Bill Pay provider.
3. Customers will receive a credit of \$1.00 per billing cycle for going paperless.
4. If a customer is paperless and elects to make payments through ACH, then an additional credit of \$1.00 per billing cycle will be applied to the customer's account.
5. This \$2.00 monthly credit option is available to all accounts and customer classes, residential and commercial.

PROCESSING FEES FOR NEW OR TRANSFER OF ACCOUNTS

For the setup of new account or transfer of an account for all or any one service:

Electric, Water or Sewer

Meter Reading Fee (all meters one account) **\$20.00**

After hours, connection will be the above amount listed plus overtime cost incurred to make the connection with a minimum of one hour at current BPW hourly rate.

NONPAYMENT PROCESS FEE OF AN ACCOUNT

If a customer fails to pay their account by the required date a processing fee will be applied to the account on the day of disconnection of service.

INSIDE AUBURN CITY LIMITS

Electric or Water:

Normal Business Hours **\$50.00**

After hours fee to restore services will be an addition overtime cost with a minimum of one hour at BPW overtime hourly rate.

OUTSIDE AUBURN CITY LIMITS

Electric or Water:

Normal Business Hours **\$75.00**

After hours fee to restore services will be an addition overtime cost with a minimum of one hour at BPW overtime hourly rate.

METER READING FEE

Customers that request a current meter reading for a new account, finaled out account or disputed a reading for billing and the original read used was accurate. **\$20.00**

MONTHLY MINIMUMS

Customers that service terminates before ending of the Billing Cycle or has service for a partial month will be charged the full monthly fee for that service; Monthly Minimums will not be prorated over the number of days of active service for that month.

RESIDENTIAL GARBAGE COLLECTION

All residential customers are required to have garbage service. The BPW partners with American Recycling & Sanitation for residential garbage service. Garbage will be picked up once a week unless the customer opts for twice a week collection.

Single Family Unit:

Once per week solid waste/recycling collection **\$16.00 per month**

Single Family Unit - Senior Rate, 65 or older.
Once per week solid waste/recycling collection

\$14.00 per month

Single Family Unit:

Twice per week solid waste/recycling collection
No Senior Rate Offered

\$32.00 per month

90 Gallon Poly Cart Rental

\$3.75 per month
\$15.00 one-time setup fee

Recycling Bin

\$25.00 one-time setup fee

Please contact American Recycling at 800-638-8492 to arrange any type of special pick up such as appliances, tires, construction, and yard waste. The cost for this service varies according to volume and item.

Residential Recycling Service

Recycling service is provided for all in town residential customers. Recyclables and trash are picked up on the same service day. If you have twice per week service, your recyclables are picked up on your first service day of the week.

Sort materials into three categories: Plastic, Tin, Aluminum, Paper and Trash
Dumpsters associated with apartment complexes, will not be considered residential billing.

UNDERGROUND ELECTRIC SERVICE FEE – SECONDARY SERVICES

Residential Customers

New Home / New Service

Non-Total Electric

Customer pays costs of material used to install the service.

Total Electric

For a new residential customer requesting service of less than 201 amps there will be no charge.
For a new residential customer requesting service greater than 201 amps, the customer will pay the additional material cost above a 200-amp service cost.

Existing Homes

Homes currently served by an existing overhead service will need to complete an URD request form.
For an existing residential customer requesting service of less than 201 amps, there will be no charge. For an existing residential customer requesting service greater than 201 amps, the customer will pay the additional material cost above a 200-amp service cost.

Homes that are requesting an URD service, and the service entrance wiring to the property does not meet NEC requirements or is in poor condition, the customer will be required to have the service entrance wiring updated or corrected before the URD service will be connected or installed.

General Service

New Building / New Service

Coordination will be needed between customer's contractor and BPW as customer's secondary connection point will need to be established. Costs incurred by BPW to establish secondary connection point may require an aid to construction cost.

Existing Service

Coordination will be needed between customer's contractor and BPW as customer's secondary connection point will need to be established. Cost incurred by BPW to establish secondary connection point may require an aid to construction cost.

Low Use Services

Location such as water pumps, cribs, feed lots, garages, shops, temporary, storage sheds, etc. customer pays the full cost incurred to install the service.

Industrial

Coordination will be needed between customer's contractor and BPW as customers' secondary connection point will need to be established. Cost incurred by BPW to establish secondary connection point may require an aid to construction cost.

OVERHEAD SERVICES FEES (WHERE PERMITTED)

Overhead services are not permitted unless determined by the utility that underground installation is technically or economically undesirable.

WATER SERVICE TAPPING FEE FOR NEW BUILDING/NEW SERVICE

All water services that have new connections to the system will pay an impact fee and a tapping fee.

Service Line Size	Tapping Fee Cost
1-inch	\$850.00
2-inch	Time and Material Cost
3-inch	Time and Material Cost

WATER FEE FOR CAPPING SERVICE

Water may be capped on a property with existing service if no building is on the property.
Flat fee **\$350.00**

WATER SMART METER SERVICE

Customers who request smart water meter service will be charged a monthly fee of \$5.00 per month. This will be for a minimum period of one year or 12 months.

WATER FEE FOR CONTROLLED BURN

Flat fee **\$100.00**

This amount must be paid before the burning permit will be issued by the City.

(For all property owners, who request a burning permit to have the Fire Department perform a controlled burn to help in the removal of property from a lot or land where the water used during this controlled burn comes from the water supply under the direction of the Board of Public Works.)

BACKFLOW DEVICE ADMINISTRATION COST

Per each backflow device installed at an account **\$16.20/year**

TESTING BACKFLOW PREVENTERS

Per each backflow device tested by BPW **\$85.00 per hour**

WATER FEE FOR HOOKING UP TO FIRE HYDRANT - TEMPORARY

Company/person requesting service shall pay meter deposit	\$500.00 (refundable)
Meter setup/connection fee	\$125.00 (non-refundable)
Service Charge (same as 2" meter)	Current Rates
Administrative Charge	Current Rates

Form must be completed and signed.

FROZEN METER

Frozen or damaged water meters are the responsibility of the customer. BPW will replace the meter and the customer will be billed replacement meter cost plus labor at the current labor rate.

CUSTOMER'S SEWER TAP LOCATE AND INSPECTION \$100.00

This is used to locate and/or inspect a sewer tap utilizing flusher truck camera in the city main.

ON SITE WASTEWATER TREATMENT SYSTEM (SEWER) TANK DUMPING FEE \$40.00 minimum

The minimum fee shall be \$40.00 plus the current sewer use fee per 1,000 gallons (to be determined by size of tank being dumped).

WASTEWATER TAPPING/CONNECTION AND IMPACT FEE

Customer is responsible for making the tap into the wastewater main. All new taps shall be done to meet the BPW Tapping Requirements.

WATER / WASTEWATER EXTENSIONS POLICY

All extensions will be the sole cost of the customer who is requesting the extension.

MATERIAL SOLD ON CUSTOMER CHARGES

All material sold to any customer shall be at a markup of 50% of BPW average inventory cost. (This includes contractors, electricians, plumber and BPW personnel unless purchase is for employee's job required equipment, etc.)

SHARED/JOINT TRENCH

When phone lines and/or cable lines are installed along with electrical lines, the minimum charge shall be the minimum trenching charge plus the minimum labor charge up to 80'. Each foot above 80' shall be billed at \$0.75/ft.

SECURITY LIGHT MAINTENANCE

You must be a BPW residential customer to request this service.

One Employee and truck	\$100.00 plus material costs
Two Employees and truck	\$150.00 plus material costs

HOURLY LABOR RATE PER EMPLOYEE – one hour minimum

Charges for equipment and labor shall be the time incurred to perform the work and travel time. (Travel time is determined by the schedule – if more than one job is scheduled, travel time will be based on one way; however, if only one job is performed and personnel return to BPW then travel time will be from the time left to the time checked back in to BPW.)

Electric / Water / Wastewater	Cost/Hour
Normal Business Hours - Customers inside Auburn city limits	\$ 45.00
After Hours	\$ 67.50
Normal Business Hours - Customers outside Auburn city limits	\$ 50.00
After Hours	\$ 75.00
Plus, Equipment charges hourly rate	

Equipment Hourly Rate Charge – one hour minimum

Electric	Cost/Hour
Bucket Truck	\$ 60.00
Digger Derrick	\$ 80.00
Larger Trencher/Hoe	\$ 40.00
Small Trencher	\$ 30.00
Service Truck	\$ 30.00

Board of Public Works
P.O. Box 288
Auburn NE 68305-0288

Agenda Item #12
Miscellaneous Fee Schedule
Effective: January 2024 Billing Period

Water – Wastewater

Flush Vac Truck	\$100.00
Service Van	\$ 30.00
Backhoe	\$ 45.00
Sludge Truck	\$ 75.00
Service Truck	\$ 30.00

Other Equipment

50 KW Generator	\$ 80.00 per running hour	Trencher Trailer	\$ 50.00 per use
150 KW Generator	\$120.00 per running hour	Concrete Saw	\$ 35.00
Air Compressor	\$ 25.00	Chain Saw	\$ 20.00
Dump Truck	\$ 40.00	Chipper	\$ 35.00
Air Mole	\$ 30.00	Gas Generator	\$ 10.00
Jack Hammer	\$ 20.00		
Flat Bed Trailer	\$ 65.00 per use		

Equipment Hourly Rates do not include Labor Charges.

Copies

Standard Copies

Size	Black & White	Color
8" X 11"	\$0.05 each	\$0.13 each
8" X 14"	\$0.06 each	\$0.14 each
11" X 17"	\$0.07 each	
Fax	\$0.05 per page	
Scan/Email	\$0.05 per page	

Engineering Print Pricing

Size	Black & White	Color
18" x 24"	\$2.00 each	\$3.00 each
24" x 36"	\$4.00 each	\$6.00 each
30" x 42"	\$6.00 each	\$9.00 each
36" x 48"	\$8.00 each	\$12.00 each
Sq. inch pricing	\$0.0046	\$0.0069

Plus, time incurred with 15 minutes minimum.

TERMS AND CONDITIONS

Applicable:

To all rate schedules.

Tax Clause:

All rates may be increased by the amount of any present, new, or increased governmental tax imposed or levied on the transmission, distribution, production, or sale of electricity or products/services.

Seasonal Rates:

Where the rate schedules designate summer and winter seasons, they shall be defined as follows:

➤ Summer

From the meter reading on or after June 1 until the meter reading on or after October 1 (approximates June through September usage).

➤ Winter

From the meter reading on or after October 1 until the meter reading on or after June 1
(approximates October through May usage).

Line Extensions:

All Board of Public Works rates are available in the areas designated in the rate schedules subject to the line extensions policy for new or upgraded services.

Customer Facilities:

All wiring, pole lines, electrical equipment, etc. located on the load side of the Board of Public Works metering shall be furnished and maintained by the customers, except as designated in the rate schedules.

Reliability:

Board of Public Works will endeavor to give adequate and dependable electric service but shall not be responsible in damages for any failure to supply electricity without willful default or negligence on its part. Electricity furnished by Board of Public Works shall become the property of the customer after it passes through the meter and Board of Public Works shall not be liable for damages resulting therefrom.

ORDINANCE NO. _____
(Series 2024 – Sewer Project)

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A COMBINED UTILITIES REVENUE BOND OF THE CITY OF AUBURN, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO SIX HUNDRED SIXTY-THREE THOUSAND DOLLARS (\$663,000) FOR THE PURPOSE OF PAYING THE COSTS OF SEWER AND MANHOLE REHABILITATION, WATER MAIN RELOCATION AND ALL RELATED WORK, LAND TESTING, AND ENGINEERING FEES THERETO; AUTHORIZING THE ISSUANCE OF SAID BOND IN THE FORM OF A PROMISSORY NOTE TO EVIDENCE A LOAN FROM THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; APPROVING RELATED DOCUMENTS WITH RESPECT TO SAID LOAN; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BOND; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE WATERWORKS PLANT AND DISTRIBUTION SYSTEM, SANITARY SEWER SYSTEM AND ELECTRIC DISTRIBUTION SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BOND AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUES OF THE CITY'S WATERWORKS PLANT AND DISTRIBUTION SYSTEM, SANITARY SEWER SYSTEM AND ELECTRIC DISTRIBUTION SYSTEM; APPROVING EXECUTION OF RELATED DOCUMENTS; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDER OF SAID BOND; DETERMINING THAT INTEREST ON SAID BOND SHALL NOT BE EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF AUBURN, NEBRASKA (the "City"):

Section 1. The Mayor and Council hereby find and determine:

(a) The City owns and operates a waterworks plant and distribution system, sanitary sewer system and electric distribution system (hereinafter collectively, the "combined utilities") which combined utilities are hereby determined to be revenue producing utilities for which revenues bonds may be issued pursuant to Sections 18-1803 to 18-1805, Reissue Revised Statutes of Nebraska, 2012, as amended. Reference herein to the Water System, the Sewer System, the Electric System and the Combined Utilities shall include all additions and improvements thereto hereafter acquired by the City.

(b) The City has heretofore issued and outstanding the following revenue bonds which are a lien upon and secured by a pledge of the revenue and earnings of the Combined Utilities (collectively, the "Outstanding Bonds"):

(1) Combined Utilities Revenue Refunding Bonds, Series 2019, dated December 2, 2019, of the City in the original principal amount of \$3,555,000 of which

the principal amount of \$3,000,000 is currently outstanding (the “Series 2019 Bonds”); and

(2) Combined Utilities Revenue Refunding Bonds, Series 2021, dated March 15, 2021, of the City in the original principal amount of \$1,980,000 of which the principal amount of \$710,000 is currently outstanding (the “Series 2021 Bonds”).

The Outstanding Bonds constitute the only presently outstanding indebtedness of the City payable from the revenues of the Combined Utilities. The ordinances under which the Outstanding Bonds are issued and outstanding are sometimes referred to herein collectively as the “Outstanding Parity Bonds Ordinances”.

(c) Under the terms of the Outstanding Parity Bonds Ordinances, the City is authorized to issue bonds which qualify as “Additional Bonds” of equal lien to the Outstanding Bonds provided that the “Net Revenues” test described in the Outstanding Parity Bonds Ordinances can be satisfied. With respect to said conditions, the following determinations are hereby made:

(1) The “Net Revenues” of the Combined Utilities as defined in the Outstanding Parity Bonds Ordinances for the year ended December 31, 2022 were not less than \$2,191,514.

(2) Said “Net Revenues” exceed 1.25 times said “Average Annual Debt Service Requirements” of the Outstanding Bonds and of the proposed Series 2024 Bond.

(3) This Ordinance provides for an increase in the monthly credits into the Combined Utility Revenue Bond Account in amounts sufficient to pay, when due, the principal of and interest on the Outstanding Bonds and such proposed Series 2024 Bond.

(4) All applicable conditions required the Outstanding Parity Bonds Ordinances precedent to the issuance of the Series 2024 Bond as an “Additional Bond” under the terms of said ordinances do exist and have happened.

(d) NDEE has approved a project designated as NDEE Project No. C318056 for the purpose of paying the costs of sewer and manhole rehabilitation, water main relocation and all related work, land testing, and engineering fees thereto (the “Sewer Project”) for which the estimated total cost is not less than \$663,000 and NDEE has agreed to lend the City funds in such amount (the “2024 Loan”) and in such connection has agreed to accept the Series 2024 Bond (in such amount and as defined below) payable from the revenues of the Combined Utilities.

(e) In connection with the 2024 Loan it will be necessary for the City to approve, execute and deliver an agreement entitled “Loan Agreement (Governmental Borrower)” between the Nebraska Department of Environment and Energy and the City of Auburn NDEE

Project No. C318056” (the “NDEE Loan Agreement”) and it is necessary and advisable for the City to approve the execution and delivery of said NDEE Loan Agreement and the “Note” as described therein (for the borrowed amount of up to \$663,000, which Note shall evidence, be and constitute the 2024 NDEE Note as herein authorized).

(f) To satisfy the borrowing requirements described in this Section 1, it is necessary for the City to issue its Combined Utilities Revenue Bond, Series 2024 (Sewer Project), in the total principal amount of up to \$663,000 (the “Series 2024 Bond” and sometimes referred to herein separately as the “2024 NDEE Note”) pursuant to Sections 18-1803 to 18-1805 R.R.S. Neb. 2012.

(g) All conditions, acts and things required by law to exist or to be done precedent to the issuance of said bond as provided for in this Ordinance and as an Additional Bond equal in lien to the Outstanding Bonds do exist and have been done in regular and due form and time as required by law.

Section 2. In addition to the definitions provided in parentheses elsewhere in this Ordinance, the following definitions of terms shall apply, unless the context shall clearly indicate otherwise:

“Additional Bonds” shall mean any and all bonds hereafter issued by the City pursuant to the terms of this Ordinance which are equal in lien to the Series 2024 Bond and the Outstanding Bonds including any such bonds issued pursuant to Section 7 hereof and refunding bonds issued pursuant to Section 8 hereof, as and when such bonds become equal in lien to the Series 2024 Bond and the Outstanding Bonds according to their terms and the terms of said Sections.

“Average Annual Debt Service Requirements” shall mean that number computed by adding all of the principal and interest due when computed to the absolute maturity of the bonds for which such computation is required and dividing by the number of years remaining that the longest bond of any issue for which such computation is required has to run to maturity. In making such computation, the principal of any bonds for which mandatory redemptions are scheduled shall be treated as maturing in accordance with such schedule of mandatory redemptions.

“Deposit Securities” shall mean (a) direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America; (b) bonds, debentures, notes, participation certificates or other evidences of indebtedness issued by any of the Banks for Cooperatives, the Federal Intermediate Credit Banks, the Federal Home Loan Bank system, the Export Import Bank of the United States, the Federal Land Banks, Fannie Mae or the Government National Mortgage Association or any combination of any of the foregoing.

“Maximum Annual Debt Service Requirement” shall mean the maximum amount scheduled to fall due for payment of principal and interest in any fiscal year on the bonds for which such computation is required. In making such computation, the principal of any bonds

for which mandatory redemptions are scheduled shall be treated as maturing in accordance with such schedule of mandatory redemptions.

“Net Revenues” shall mean the gross revenues derived by the City from the ownership or operation of the Combined Utilities, including investment income, but not including any income from sale or disposition of any property belonging to or forming a part of the Combined Utilities, less the ordinary expenses to the City of operating and maintaining the Combined Utilities payable from the Operation and Maintenance Account described in Section 5 of this Ordinance. Operation and maintenance expenses for purposes of determining “Net Revenues” shall not include depreciation, amortization or interest on any bonds or other indebtedness. Net Revenues for all purposes of this Ordinance shall be shown by an audit for the fiscal year in question as conducted by independent certified public accountants.

Section 3. To finance the costs of the Sewer Project as described in Section 1 hereof:

(a) The City shall enter into a Loan Agreement (Governmental Borrower) between the Nebraska Department of Environment and Energy and the City of Auburn, Nebraska NDEE Project No. C318056 (the “NDEE Loan Agreement”) in substantially the form set forth in Exhibit A to this Ordinance, which exhibit is by such reference incorporated herein as if fully set forth; and

(b) There shall be and there are hereby ordered issued the City’s Combined Utilities Revenue Bond, Series 2024 (Sewer Project) in the principal amount not to exceed \$663,000, in the form of a single promissory note in substantially the form attached to the NDEE Loan Agreement as Attachment F thereto (referred to in this Ordinance sometimes as the “2024 NDEE Note”) which exhibit is by such reference incorporated herein as if fully set forth.

(c) The terms of the NDEE Loan Agreement and 2024 NDEE Note are hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver the NDEE Loan Agreement and 2024 NDEE Note with such changes from the forms presented and attached hereto as such officers shall deem appropriate for and on behalf of the City.

(d) The Mayor and City Clerk and any other officer or officers of the City are hereby further authorized to take such further actions and to execute such certificates and other documents as shall be deemed necessary or appropriate by any of them in connection with the issuance and delivery of the NDEE Loan Agreement and the 2024 NDEE Note.

(e) For all purposes of this Ordinance, the 2024 NDEE Note shall constitute a revenue bond of the City of Auburn as authorized by Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, as amended, and shall be included within the terms “bond” and “combined revenue bond” where such inclusion is appropriate.

Section 4. The City Clerk shall make and certify in duplicate transcripts of the proceedings of the Mayor and Council with respect to the 2024 NDEE Note, which shall be retained on file with the City and the other of which shall be delivered to the City's special bond counsel.

Section 5. The revenues and earnings of the Combined Utilities are hereby pledged and hypothecated for the payment of the Outstanding Bonds, the Series 2024 Bond and any Additional Bonds of equal lien issued as authorized by this Ordinance and interest on such Outstanding Bonds, Series 2024 Bond and any such Additional Bonds, and the City does hereby agree with the holders of the Outstanding Bonds, the Series 2024 Bond and any such Additional Bonds as follows:

(a) COMBINED UTILITY FUND - The entire gross revenues and income derived from the operation of the Combined Utilities shall be set aside as collected and deposited in a separate fund which has been previously created and is herein designated as the "Combined Utility Fund." For purposes of allocating the monies in the Combined Utility Fund, the City has previously set up and shall maintain the following accounts: (1) Operation and Maintenance Account; (2) Combined Utility Revenue Bond Account; (3) Combined Utility Bond Reserve Account; and (4) Surplus Account.

(b) OPERATION AND MAINTENANCE ACCOUNT - Out of the Combined Utility Fund there shall be monthly credited into the Operation and Maintenance Account such amounts as the City shall from time to time determine to be necessary to pay the reasonable and necessary expenses of operating and maintaining the Combined Utilities and the City may withdraw funds credited to the Operation and Maintenance Account as necessary from time to time to pay such expenses.

(c) COMBINED UTILITY REVENUE BOND ACCOUNT - Out of the Combined Utility Fund there shall be credited monthly on or before the first day of each month to the Combined Utility Revenue Bond Account, starting with the month immediately following the month in which the 2024 NDEE Note is issued and delivered (such date, the "Initial Deposit Date"), the following amounts:

(1) during the period from the Initial Deposit Date, until and including that June 15 or December 15 which next immediately follows the "Initiation of Operation" (as defined in the NDEE Loan Agreement; in this Ordinance hereafter referred to as the "Initiation of Operation") of the Sewer Project an amount such that if the same amount were credited on the first day of each calendar month from such date of credit until the next payment date upon which any amount falls due on the 2024 NDEE Note, whether for principal or interest, the amount accumulated by such monthly credits would equal the amount falling due on such payment date on the 2024 NDEE Note, provided, however, that such credits shall be required only as and to the extent that such payments are not provided from other sources including amounts advanced by NDEE pursuant to the NDEE Loan Agreement and the 2024 NDEE Note;

(2) during the period from and including that June 15 or December 15 which immediately follows the Initiation of Operation under the terms of the NDEE Loan Agreement until the 2024 NDEE Note has been paid in full an amount equal to

one-sixth of the installment amount (principal and interest) due on the next installment payment date for the 2024 NDEE Note;

(3) during such periods, such amounts as are required to be credited under the terms of the Outstanding Parity Bonds Ordinances for payments of principal and interest on the Outstanding Bonds.

The City Treasurer is hereby authorized and directed, without further authorization, to withdraw monies credited to the Combined Utility Revenue Bond Account, or if the monies in such Account are insufficient, then from the Combined Utility Bond Reserve Account (but only with respect to a particular series of bonds for which amounts are required to be credited to the Combined Utility Bond Reserve Account) and next from the Surplus Account, an amount sufficient to pay, when due, the principal of and interest on the Outstanding Bonds, the Series 2024 Bond or any Additional Bonds and to transfer such amount on or before each appropriate payment date to the direct payee or paying agent (as the case may be) for the Series 2024 Bond, the Outstanding Bonds or Additional Bonds pursuant to this Ordinance, the Outstanding Parity Bonds Ordinances and any ordinance authorizing the issuance of Additional Bonds; appropriate additional credits to the Combined Utility Revenue Bond Account shall be provided for sufficient to pay principal and interest on any Additional Bonds.

(d) COMBINED UTILITY BOND RESERVE ACCOUNT - The Mayor and Council hereby find and determine that under the terms of the Outstanding Parity Bonds Ordinances:

(i) no amounts are required to be maintained in the Combined Utility Bond Reserve Account with respect to the Series 2021 Bonds and the Series 2019 Bonds, all as issued to NDEE (each such series having been issued with interest which is not tax-exempt; hereinafter the "NDEE Loan Bonds"); and

(ii) certain amounts are currently or may be required to be maintained with any issue of Additional Bonds issued with interest which is (or is to be) tax-exempt (collectively, the "Tax Exempt Bonds"); such amounts required to be maintained with respect to the Tax Exempt Bonds under the terms of the Outstanding Parity Bonds Ordinances are hereby confirmed and shall continue to be maintained in accordance with the terms of Outstanding Parity Bonds Ordinances.

(iii) No amount shall be required to be maintained in the Combined Utility Bond Reserve Account with respect to the Series 2024 Bond which is also being issued under this Ordinance with interest which is not tax-exempt.

Monies credited to the Combined Utility Bond Reserve Account may be withdrawn, as needed, to provide funds to pay, when due, the principal of and interest on the Tax Exempt Bonds and any Additional Bonds issued pursuant to this Ordinance (subject to the requirement that amounts need to be credited and remain available only for Additional Bonds if such Additional Bonds are issued with interest which is tax-exempt), if the Combined Utility Revenue Bond Account contains insufficient funds for that purpose, and the City Treasurer is

hereby authorized and directed to make such withdrawal if and when needed. In the event of a withdrawal from the Combined Utility Bond Reserve Account, there shall be credited to the Combined Utility Bond Reserve Account in the month following such withdrawal all monies in the Combined Utility Fund remaining after making the payments required to be made in such month to the Operation and Maintenance Account and Combined Utility Revenue Bond Account and each month thereafter all such remaining monies shall be credited to the Combined Utility Bond Reserve Account until such account has been restored to the then required balance under the Outstanding Parity Bonds Ordinances and any ordinance authorizing issuance of Additional Bonds with interest which is tax-exempt with respect to the Tax Exempt Bonds and any such Additional Bonds. Upon the issuance of any Additional Bonds with interest which is to be tax-exempt pursuant to this Ordinance, the amount required to be maintained with respect to such Additional Bonds and the Tax Exempt Bonds and any and all series of Additional Bonds issued with interest which is tax-exempt, then remaining with bonds outstanding, shall be equal to that amount which is equal to the lesser of:

(i) the Maximum Annual Debt Service Requirement for such issue of Additional Bonds (issued with interest which is tax-exempt), the Tax Exempt Bonds and the bonds of any and all other series of Additional Bonds issued with interest which is tax-exempt, then remaining with bonds outstanding, or

(ii) the maximum amount permitted to be invested without yield restriction as a reasonably required reserve or replacement fund and as a minor portion with respect to such issue of Additional Bonds (issued with interest which is tax-exempt), the Tax Exempt Bonds and the bonds of any and all such series of Additional Bonds issued with interest which is tax-exempt, then remaining with bonds outstanding, under the terms of Section 148 of the Code and the then applicable regulations thereunder.

With respect to any bonds issued with interest which is not tax-exempt, such as the NDEE Loan Bonds and the Series 2024 Bond, no amount shall be required to be maintained in the Combined Utility Bond Reserve Account and such bonds with taxable interest shall not be payable as to principal or interest from or secured by any monies held in the Combined Utility Bond Reserve Account, unless otherwise specified in an ordinance authorizing Additional Bonds with interest which is not tax-exempt. Any required increase in the amount to be maintained in the Combined Utility Bond Reserve Account shall be provided for either by credit made from bond proceeds or current funds of the Combined Utilities then available or by equal monthly credits from the Combined Utility Fund made in such amounts so that the required amount shall be accumulated in a period of not more than five years. Any ordinance providing for the issuance of Additional Bonds may provide for a reduction in the amount required to be maintained in the Combined Utility Bond Reserve Account after the Tax Exempt Bonds or any then-outstanding Additional Bonds issued with interest which is tax-exempt are no longer outstanding. Anything in this subsection 5(d) to the contrary notwithstanding, the amount required to be maintained in the Combined Utility Bond Reserve Account shall not at any time exceed the maximum amount permitted to be invested without yield restriction under Section 148 of the Code and applicable regulations of the United States Treasury Department. For purposes of this subsection 5(d) bonds are to be considered as

issued with interest which is tax-exempt if such bonds were issued on the basis of an opinion of bond counsel to such effect.

(e) SURPLUS ACCOUNT - Monies in the Combined Utility Fund remaining after the credits required in the foregoing subsection 5(b), 5(c), and 5(d) shall be credited to the Surplus Account, to be used as follows:

- (i) To fill any deficiency in the foregoing accounts.
- (ii) To pay on an accelerated basis the required fund balance of the Combined Utility Bond Reserve Account.
- (iii) To be used for any lawful purpose connected with the combined utilities including paying principal and interest on general obligation bonds or junior lien revenue bonds or notes of the City authorized to pay the cost of constructing improvements to the combined utilities.
- (iv) Retiring the Series 2024 Bond, the Outstanding Bonds and Additional Bonds prior to their maturity under their option provisions or by purchase on the open market.
- (v) To be transferred to the general fund of the City for any lawful municipal purpose.

The provisions of this Section shall require the City to maintain a set of books and records in accordance with such accounting methods and procedures as are generally applicable to municipal utility enterprises, which books and records shall show credits to and expenditures from the several Accounts required by this Section. Monies credited to the Combined Utility Fund or any of the Accounts therein established as described in this Ordinance shall be deposited or invested separate and apart from other City funds. Except as specified below for the Combined Utility Bond Reserve Account, the City shall not be required to establish separate bank or investment accounts for said Accounts. Monies credited to the Combined Utility Bond Reserve Account shall, if maintained in a demand or time deposit account be kept in a separate account and not commingled with other City or Combined Utilities funds or Accounts. If invested, monies credited to the Combined Utility Bond Reserve Account may be commingled with other City or Combined Utilities funds or Accounts so long as the City maintains books and records clearly identifying the specific investments, or portions thereof, which belong to the Combined Utility Bond Reserve Account.

Monies in any of the Accounts, except the Combined Utility Bond Reserve Account, may be invested in securities eligible for investment of other City funds. Monies in the Combined Utility Bond Reserve Account may be invested in Deposit Securities, as defined in Section 9 hereof, or in savings accounts or other interest bearing accounts in banks which are members of the Federal Deposit Insurance Corporation, except that whenever the amount so deposited exceeds the amount of the F.D.I.C. insurance available thereon, the excess shall be secured in the manner required by Section 16-715, R.R.S. Neb. 2012. Investments made from or attributable, in whole or in part, to the

Combined Utility Bond Reserve Account shall mature or be redeemable at the option of the holder, without penalty, in not more than ten years. Income from or profit realized from investment for any Account shall be credited to such Account until such Account contains any amount then required to be therein, and thereafter such income or profit shall be transferred to the Combined Utility Fund and treated as other revenues from the operation of the Combined Utilities.

The pledge and hypothecation provided for the Outstanding Bonds, the Series 2024 Bond and any Additional Bonds, as provided for in this Ordinance and the Outstanding Parity Bonds Ordinances, as hereby made, is intended to and shall be a full exercise of the powers granted by Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, and for a first and prior lien and security interest upon the revenues of the Combined Utilities, prior in all respects to any other obligations of the City with respect to any other indebtedness with respect to its Combined Utilities or otherwise, which status as to such pledge, lien and security interest may be shared only by the Outstanding Bonds, the Series 2024 Bond and any Additional Bonds hereafter incurred.

Section 6. So long as any of the Outstanding Bonds, the Series 2024 Bond and any Additional Bonds issued pursuant to this Ordinance shall remain outstanding and unpaid, the City covenants and agrees to establish, revise, from time to time as necessary, and collect such rates and charges for the services furnished from the Combined Utilities adequate to produce revenues and earnings sufficient at all times:

(a) To provide funds to pay, when due, the principal of and interest on the Outstanding Bonds, the Series 2024 Bond and any Additional Bonds issued pursuant to this Ordinance.

(b) To pay all proper and necessary costs of operation and maintenance of the Combined Utilities and to pay for the necessary and proper repairs, replacements, enlargements, extensions and improvements to the Combined Utilities and to pay and perform all contractual obligations of the City relating to the Combined Utilities.

(c) To provide funds sufficient to make the credits into the Accounts and at the times and in the amounts required by Section 5 of this Ordinance.

(d) To maintain Net Revenues in each fiscal year adopted by the City for the Combined Utilities in an amount not less than 1.20 times the total amount of principal paid or payable (exclusive of any principal redeemed prior to maturity other than principal redeemed pursuant to a schedule of mandatory redemptions) and interest falling due during such fiscal year on the Outstanding Bonds, the Series 2024 Bond and any Additional Bonds.

Section 7. To provide funds for any purpose related to the Combined Utilities, the City may issue Additional Bonds (other than Additional Bonds issued for refunding purposes which are governed by Section 8 of this Ordinance) payable from the revenues of the Combined Utilities having equal priority and on a parity with the Outstanding Bonds, the Series 2024 Bond and any Additional Bonds then outstanding only upon compliance with the following conditions:

(a) Such Additional Bonds shall be issued only pursuant to an ordinance which shall provide for an increase in the monthly credits into the Combined Utility Revenue Bond Account in amounts sufficient to pay, when due, the principal of and interest on the Outstanding Bonds, the Series 2024 Bond, any Additional Bonds then outstanding and such Additional Bonds and for any monthly credits to the Combined Utility Bond Reserve Account as are required under subsection 5(d).

(b) The City shall have complied with one or the other of the two following requirements:

(1) The Net Revenues derived by the City from its Combined Utilities for the fiscal year next preceding the issuance of the Additional Bonds shall have been at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding Bonds, the Series 2024 Bond and any Additional Bonds previously issued, all as then outstanding, and on the proposed Additional Bonds. If no audit report is available for the fiscal year next preceding the year in which such proposed additional bonds are issued, the report from the next proceeding year may be used in determining compliance with this section, provided that the City Treasurer shall certify that no substantial or material changes in circumstance have occurred which would reduce the amount of revenues of the combined utilities so as to make the issuance of such Additional Bonds in conflict with this ordinance; or

(2) The City shall have received a projection made by an independent Consulting Engineer or firm of engineers or Certified Public Accountant or independent Certified Public Accountants, projecting that the Net Revenues of the Combined Utilities in the fiscal year next preceding the date of authorization of such Additional Bonds will be at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding Bonds, the Series 2024 Bond and any Additional Bonds previously issued, as then outstanding, and the proposed Additional Bonds. The Consulting Engineer or independent Certified Public Accountant of the City shall, in determining the earnings for such fiscal year adjust the collections to reflect the result as if such changed rates, rentals and charges, or such higher rates, rentals and charges had been in existence for such entire preceding fiscal year period, and the amount of such net collections and adjusted earnings as aforesaid shall be conclusive evidence and the only evidence required to show compliance with the provisions and the requirements of Outstanding Parity Bonds Ordinances and this ordinance.

The City hereby covenants and agrees that so long as any of the Outstanding Bonds, the Series 2024 Bond and any Additional Bonds are outstanding, it will not issue any bonds or notes payable from the revenues of the Combined Utilities except in accordance with the provisions of this Ordinance, provided, however, the City reserves the right to issue bonds or notes which are junior in lien to the Outstanding Bonds, the Series 2024 Bond and any such Additional Bonds with the principal and interest of such bonds or notes to be payable from monies credited to the Surplus Account as provided in subsection 5(e).

Section 8. The City may issue refunding bonds, which shall qualify as Additional Bonds of equal lien to refund any the Outstanding Bonds, the Series 2024 Bond or any Additional Bonds then outstanding, provided, that, if any such Outstanding Bonds, Series 2024 Bond or Additional Bonds are to remain outstanding after the issuance of such refunding bonds, the principal payments due in any calendar year in which those bonds which are to remain outstanding mature, shall not be increased over the amount of such principal payments which would have been due in such calendar years immediately prior to such refunding. Refunding bonds issued in accordance with this paragraph of this Section 8 may be issued as Additional Bonds of equal lien without compliance with the conditions set forth in subsection 7(b) of this Ordinance.

The City may also issue refunding bonds which shall qualify as Additional Bonds of equal lien to refund any of the Outstanding Bonds, the Series 2024 Bond or any Additional Bonds then outstanding, provided, that, if any of the Outstanding Bonds, the Series 2024 Bond or Additional Bonds then outstanding are to remain outstanding after the application of the proceeds of the refunding bonds to the payment of the bonds which are to be refunded, such issuance must comply with the Net Revenues test set forth in subsection 7(b)(1) of this Ordinance and, if the proceeds of such refunding bonds are not to be applied immediately to the satisfaction of the bonds which are to be refunded, then such refunding bonds must provide by their terms that they shall be junior in lien to all of the Outstanding Bonds, the Series 2024 Bond and all Additional Bonds outstanding at the time of issuance of such refunding bonds until the time of application of their proceeds to the satisfaction of the bonds which are to be refunded. In computing Average Annual Debt Service Requirements to show compliance with said Net Revenues test for such refunding bonds, all payments of principal and interest due on such refunding bonds from the time of their issuance to the time of application of the proceeds of such refunding bonds to the satisfaction of the bonds which are to be refunded shall be excluded from such computation to the extent that such principal and interest are payable from sources other than the revenues of the Combined Utilities, such as bond proceeds or investment earnings on bond proceeds, or from monies in the Surplus Account, and all payments of principal and interest due on the bonds which are to be refunded from and after the time of such application shall also be excluded. For purposes of this paragraph of this Section 8, the time of application of the proceeds of the refunding bonds to the satisfaction of the bonds which are to be refunded shall be the time of deposit with an escrow agent or the paying agent for such bonds which are to be refunded pursuant to Section 10-126, R.R.S. Neb. 2012 (or any successor statutory provision thereto), or the time when such bonds which are to be refunded under the terms of their authorizing ordinance or ordinances are no longer deemed to be outstanding, whichever occurs sooner.

Section 9. So long as any of the Outstanding Bonds, the Series 2024 Bond or Additional Bonds are outstanding, the City hereby covenants and agrees as follows:

(a) The City will maintain the Combined Utilities in good condition and will continuously operate the same in a reasonable and efficient manner, and the City will punctually perform all the duties with reference to said utilities required by the Constitution and statutes of the State of Nebraska, but this covenant shall not prevent the City from discontinuing the use and operation of all or any portion of the Combined Utilities so long as the revenues derived from the City's ownership of the properties constituting the Combined Utilities shall be sufficient to fulfill the City's obligations under Section 5 and Section 6 of this Ordinance.

(b) The City will not grant any franchise or right to any person, firm or corporation to own or operate a utilities system or systems in competition with the Combined Utilities.

(c) The City will carry adequate insurance on the Combined Utilities in such amounts as are normally carried by private companies engaged in similar operations, including, without limiting the generality of the foregoing, fire and windstorm insurance, public liability insurance or workers compensation insurance and any insurance covering such risks as shall be recommended by a consulting engineer. The cost of all such insurance shall be regarded and paid as an operation and maintenance expense.

All such insurance policies shall be in such form and amount as shall be approved or recommended by a consulting engineer. All insurance proceeds, except proceeds from public liability insurance shall be used in making good the loss or damage in respect of which they were paid either by repairing the property damaged or replacing the property destroyed, and expenditures from said monies shall be made only upon a certificate issued by a consulting engineer and filed with the City Clerk stating that the proceeds, together with any other monies available for such purposes, are sufficient for the repair or replacement of any such properties; and when the City shall have been furnished with a certificate of a consulting engineer stating that the property damaged or destroyed has been fully repaired or replaced and such repairs or replacements have been fully paid for, the residue, if any, of such insurance proceeds shall be transferred to the Combined Utility Revenue Bond Account to make up any deficiency in said account, if any such deficiency exists, and if no such deficiency exists said residue shall be transferred to the Combined Utility Fund and credited to the accounts provided for in Section 5 in the same manner as other revenues of the Combined Utilities.

If the proceeds of any insurance shall be insufficient to repair or replace the property damaged or destroyed, the City may use and shall pay out for such purpose, to the extent of such deficiency, any money remaining in the Surplus Account. If in the opinion of a consulting engineer the proceeds of any insurance, together with any amount then available for that purpose in the Surplus Account shall be insufficient to fully complete and pay for such repairs or replacements and if the City shall fail to supply such deficiency from other sources within a period of six (6) months after receipt by the City of such insurance monies, or if in the opinion of a consulting engineer it is to the best interest of the City not to repair or replace all or any part of the damaged properties and that failure to repair or replace the damaged properties shall not affect the sufficiency of the income and revenue from the remaining properties to properly maintain and operate the same and provide funds for the Combined Utility Revenue Bond Account and Combined Utility Bond Reserve Account, as herein provided for, then such insurance monies to the extent not applied to repair or replace the damaged properties shall be deposited in the Combined Utility Bond Reserve Account as described in Section 5 hereof and used for the purposes for which said account has been created, so as to fill said account to its required balance, or if said account is filled to its required balance, and any amount which may be in excess of the amount required shall be credited to the Surplus Account.

If the holders of sixty percent (60%) or more in principal amount of the Series 2024 Bond, Outstanding Bonds and any Additional Bonds at the time outstanding hereunder shall at any time direct the City in writing to do so, then any insurance monies theretofore credited to Surplus Account and then in the hands of the City may be used for extensions and betterments of said combined utilities properties or applied to the pro rata payment of the principal of and accrued interest on all such bonds then outstanding hereunder.

The proceeds of any and all policies for public liability or workers compensation insurance shall be paid to the respective claimants or to the City Treasurer to be held and used in paying the claims on account of which they were received.

(d) The City will keep proper books, records and accounts separate from all other records and accounts in which complete and correct entries will be made of all transactions relating to the Combined Utilities. The City will have its operating and financial statement relating to the Combined Utilities audited annually by a certified public accountant or firm of certified public accountants. The City will furnish to the holder of the Series 2024 Bond and to the original purchaser or purchasers of each series of Additional Bonds issued hereunder (which may be accomplished by posting on EMMA), within seven months after the end of each fiscal year of the Combined Utilities a copy of the financial statements of the Combined Utilities and the report thereon of the certified public accountants.

(e) The City Treasurer and the City Clerk shall be bonded, in addition to their official bond, by an insurance company or bonding company licensed to do business in Nebraska, in amounts sufficient to cover at all times all the revenues of the combined utilities placed in their hands. Any other person employed by the City in the collection or handling of monies derived from the operation of said property shall also be bonded in an amount sufficient to cover all monies which may at any time be placed in such person's hands. The amount of such bonds shall be fixed by the Council and the cost thereof shall be paid from the earnings of said combined utilities and they shall secure the faithful accounting of all monies.

Section 10. The City's obligations under this Ordinance and the liens, pledges, covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to the Series 2024 Bond, or any Additional Bonds issued pursuant to this Ordinance and any such bonds shall no longer be deemed outstanding hereunder if such bonds shall have been purchased and cancelled by the City, or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust solely for such payment (1) sufficient money to make such payment and/or (2) Deposit Securities in such amount and bearing interest at such rates payable at such time or times and maturing or redeemable at stated fixed prices at the option of the holder as to principal at such time or times as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any bond to be paid prior to maturity, the City shall have duly given notice of redemption of such bonds as provided by law or made irrevocable provision for the giving of such notice. Any such money so deposited with a bank or trust company may be invested and reinvested in Deposit Securities at the direction of the City, and all interest and income from such Deposit Securities in the hands of such bank or trust company in excess of the amount required to pay

principal of and interest on the bonds for which such monies were deposited, shall be paid over to the City as and when collected. For purposes of this Section 10, such Deposit Securities shall be non-callable or callable only at the option of the holder. With respect to any deposit made for purposes of satisfying the Series 2024 Bond, under this Section 10, there shall (if requested by NDEE) be furnished to NDEE and the Nebraska Investment Finance Authority ("NIFA") an opinion of nationally recognized bond counsel that such deposit for payment of the Series 2024 Bond, will not adversely affect the exclusion for interest from gross income for federal tax purposes on bonds (if any) issued by NIFA to provide funds for deposit into the Nebraska Drinking Water Facilities Loan Fund and/or the Wastewater Treatment Facilities Construction Loan Fund (as applicable) and outstanding, and the furnishing of such opinion (if requested) shall be a condition required to be satisfied prior to the making of any such deposit in trust for payment and satisfaction with respect to the Series 2024 Bond, unless the Series 2024 Bond then being defeased are to be prepaid and redeemed within 60 days from the time of such deposit.

Section 11. The terms and provisions of this Ordinance do and shall constitute a contract between the City of Auburn and the holder of the Series 2024 Bond and no changes, variations or alterations of any kind, except for changes necessary to cure any ambiguity, formal defect or omission, shall be made to this Ordinance without the written consent of the holder of the Series 2024 Bond. The holder of the Series 2024 Bond may, either in law or in equity, by suit, action, mandamus or other proceeding, enforce or compel performance of any and all of the acts and duties required by this Ordinance, and any court of competent jurisdiction may, after default in payment of principal or interest on any bonds or in compliance with any of the covenants herein contained, on application of any such holder, appoint a receiver to take charge of the Combined Utilities and operate the same and apply the earnings thereof to the payment of the principal of and interest on the Outstanding Bonds, the Series 2024 Bond and any Additional Bonds, in accordance with the provisions of the Outstanding Parity Bonds Ordinances and of this Ordinance.

Section 12. The Mayor and City Clerk of the City are hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance and sale of the Series 2024 Bond and the execution and delivery of the NDEE Loan Agreement as contemplated by this Ordinance.

Section 13. The Mayor and Council hereby expressly declare the intent and understanding that interest on the Series 2024 Bond shall not be excludable from gross income under the terms of Section 103 of the Internal Revenue Code of 1986, as amended, and the City as issuer shall not file any information report with respect to the issuance of the Series 2024 Bond pursuant to Section 149(e) of said Code.

Section 14. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 15. All other ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

[NO FURTHER TEXT ON THIS PAGE]

Section 17. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED JANUARY 8, 2024.

Mayor

ATTEST:

City Clerk

(SEAL)

Exhibit A

NDEE Loan Agreement
(including form of 2024 NDEE Note as Attachment F thereto)

**EXTRACT OF MINUTES
CITY OF AUBURN, NEBRASKA**

A meeting of the Mayor and Council of the City of Auburn, Nebraska was convened in open and public session at _____ o'clock P.M. on January 8, 2024 at _____.

Present were: Mayor _____; Councilmembers: _____

_____ Absent were: _____.

Notice of the meeting was given in advance thereof by publication, the City's designated method for giving notice, a copy of the proof of publication being attached to these Minutes. Notice of this meeting was given in advance to the Mayor and all members of the City Council and a copy of their Acknowledgment of Receipt of Notice and the agenda is attached to these Minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. At the beginning of the meeting, the Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Council member _____ introduced Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A COMBINED UTILITIES REVENUE BOND OF THE CITY OF AUBURN, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO SIX HUNDRED SIXTY-THREE THOUSAND DOLLARS (\$663,000) FOR THE PURPOSE OF PAYING THE COSTS OF SEWER AND MANHOLE REHABILITATION, WATER MAIN RELOCATION AND ALL RELATED WORK, LAND TESTING, AND ENGINEERING FEES THERETO; AUTHORIZING THE ISSUANCE OF SAID BOND IN THE FORM OF A PROMISSORY NOTE TO EVIDENCE A LOAN FROM THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; APPROVING RELATED DOCUMENTS WITH RESPECT TO SAID LOAN; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BOND; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE WATERWORKS PLANT AND DISTRIBUTION SYSTEM, SANITARY SEWER SYSTEM AND ELECTRIC DISTRIBUTION SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BOND AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUES OF THE CITY'S WATERWORKS PLANT AND DISTRIBUTION SYSTEM, SANITARY SEWER SYSTEM AND ELECTRIC DISTRIBUTION SYSTEM; APPROVING EXECUTION OF RELATED DOCUMENTS; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDER OF SAID BOND; DETERMINING THAT INTEREST ON SAID BOND SHALL NOT BE EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Council member _____ moved that the statutory rule requiring ordinances to be fully

and distinctly read on three different days be suspended, seconded by Council member _____.

_____ ; "NAY": _____.

Absent was/were: _____. The motion to suspend the statutory rule having been concurred in by three-fourths of all members of the Council was declared passed and adopted.

Council member _____ moved to adopt Ordinance No. _____ and that Ordinance No. _____ be read by number only and then placed on final passage, and that the City Clerk be permitted to call out the number of the ordinance on its first reading and then upon its final passage. Seconded by Council member _____. The roll was called and the following voted "AYE": _____

_____ ; "NAY": _____. Absent was/were: _____. Motion carried.

Whereupon Ordinance No. _____ was read by title and thereafter Council member moved for final passage of said Ordinance. Council member _____ seconded the motion. The Mayor stated: "The question is, shall Ordinance No. _____ be passed and adopted?" The roll was called and the following voted "AYE": _____

_____ ; "NAY": _____. Absent was/were: _____.

The passage and adoption of said Ordinance having been concurred with by a majority of all members elected to the Council, was by the Mayor declared passed and adopted.

A true and complete copy of said Ordinance No. _____ is attached hereto.

City Clerk, Auburn, Nebraska

**CERTIFICATE AS TO PUBLICATION
IN PAMPHLET FORM**

The undersigned City Clerk of the City of Auburn, Nebraska hereby certifies that the attached is a true and correct copy of Ordinance No. _____ as passed by the Mayor and Council on January 8, 2024, and as published in pamphlet form on _____, 2024.

City Clerk

(SEAL)

**NOTICE OF PASSAGE AND
PUBLICATION OF ORDINANCE**

Public notice is hereby given that the Mayor and Council of the City of Auburn, Nebraska, at their meeting on January 8, 2024, have passed and approved Ordinance No. ____, the title of which reads as follows:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A COMBINED UTILITIES REVENUE BOND OF THE CITY OF AUBURN, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO SIX HUNDRED SIXTY-THREE THOUSAND DOLLARS (\$663,000) FOR THE PURPOSE OF PAYING THE COSTS OF SEWER AND MANHOLE REHABILITATION, WATER MAIN RELOCATION AND ALL RELATED WORK, LAND TESTING, AND ENGINEERING FEES THERETO; AUTHORIZING THE ISSUANCE OF SAID BOND IN THE FORM OF A PROMISSORY NOTE TO EVIDENCE A LOAN FROM THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; APPROVING RELATED DOCUMENTS WITH RESPECT TO SAID LOAN; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BOND; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE WATERWORKS PLANT AND DISTRIBUTION SYSTEM, SANITARY SEWER SYSTEM AND ELECTRIC DISTRIBUTION SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BOND AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUES OF THE CITY'S WATERWORKS PLANT AND DISTRIBUTION SYSTEM, SANITARY SEWER SYSTEM AND ELECTRIC DISTRIBUTION SYSTEM; APPROVING EXECUTION OF RELATED DOCUMENTS; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDER OF SAID BOND; DETERMINING THAT INTEREST ON SAID BOND SHALL NOT BE EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Said Ordinance has been published in pamphlet form. Copies of the Ordinance as so published are available at the office of the City Clerk at _____ in Auburn, Nebraska.

City Clerk

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN that a meeting of the Mayor and Council of the City of Auburn, Nebraska will be held at _____ o'clock P.M., on _____, 20__, at _____, which meeting will be open to the public. An agenda for such meeting, kept continuously current is available for public inspection at _____.

City Clerk

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Mayor and Members of the City Council of the City of Auburn, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the City Council of the City of Auburn, Nebraska, and the agenda for such meeting held at _____ o'clock P.M., on January 8, 2024, at _____, in Auburn, Nebraska.

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

PUBLIC MEETING LAW CERTIFICATE

The undersigned Clerk of the City of Auburn, in the County of Nemaha, in the State of Nebraska, hereby certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the respective meetings shown, which agenda were kept continuously current and available for public inspection at _____

_____ for each of such meetings; that such subjects were contained in said agenda for at least twenty-four hours prior to the respective meetings; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held; that at least one copy of all ordinances, resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the meeting or meetings in which such actions were taken; that the minutes of the City Council of the City of Auburn, Nebraska, from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification of the meetings of said City Council were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

City Clerk

6238083.5

Ray Luhring

From: Dia, Khalil M. <kmdia@nppd.com>
Sent: Wednesday, December 6, 2023 5:11 PM
To: Ray Luhring
Subject: RE: Cooper Tour

The following dates are open for us at CNS:

January 16, 2024, Tuesday
January 23, 2024, Tuesday
January 24, 2024, Wednesday
January 25, 2024, Thursday
January 29, 2024, Monday

Please let me know if any of these dates works for you.

Thanks

From: Ray Luhring <rluhring@auburnbpw.com>
Sent: Wednesday, December 6, 2023 11:39 AM
To: Dia, Khalil M. <kmdia@nppd.com>
Subject: RE: Cooper Tour

EXTERNAL: This email originated from OUTSIDE of NPPD! Do not click links, open attachments, or reply, unless you recognize the sender's email address and know the contents are safe! This email is from rluhring@auburnbpw.com.

Khalil,

Perfect, thanks so much, we are looking forward to it.

Ray

From: Dia, Khalil M. <kmdia@nppd.com>
Sent: Wednesday, December 6, 2023 11:37 AM
To: Ray Luhring <rluhring@auburnbpw.com>
Subject: RE: Cooper Tour

I will have proposed dates to you by the end of day tomorrow (1800). We are looking forward for the visit and it was great to hear from you.

Thanks

AGREEMENT

between

AUBURN BOARD OF PUBLIC WORKS

and

LOCAL UNION #1536
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

January 1, 2024 – December 31, 2026

AGREEMENT BETWEEN AUBURN BOARD OF PUBLIC WORKS
AND LOCAL 1536 OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

This agreement executed as of the 1st day of January 2024, by and between the Auburn Board of Public Works, its successor assigns hereinafter referred to as the “BPW” and Local Union No. 1536 of the International Brotherhood of Electrical Workers affiliated with the AFL-CIO hereinafter referred to as the “Union”.

This Agreement made and entered into, when signed by the proper officers of the Auburn Board of Public Works and Local Union #1536 and approved by the President of the International Brotherhood of Electrical Workers, shall become operative as of the 1st day of January, and shall continue to and including the 31st day of December, 2026, unless otherwise agreed. It shall continue in full force and effect from year to year thereafter, unless written notice is given by either party 120 days prior to expiration of this Agreement requesting that the Agreement be amended or canceled.

Thereafter either party shall be permitted to raise issues concerning wages, hours, terms, and conditions of employment, which are subject to negotiations under Industrial Relations Act, 40-801, et. seq. In the event neither party shall notify the other in writing of its desire to negotiate a new contract on or before 120 days prior to the end of this contract, it shall continue in full force and effect from year to year until a new contract is agreed upon. During the term of this Agreement, the parties by mutual consent may open negotiations requesting that the Agreement be amended.

ARTICLE 1

DECLARATION OF PURPOSE

The purpose of this Agreement is to ensure industrial peace by setting forth rates of pay, hours of work and conditions of employment to be observed between the parties. The parties recognize that only with mutual understanding, harmony, and cooperation among employees, and between employees and Employer, and with uninterrupted operation, it is possible to conduct the BPW’s business with the economy and efficiency indispensable to its existence and to the best interests of its employees.

It is mutually agreed and covenanted by the parties to this Agreement that their respective interest can best be served by a wholesome spirit of goodwill in building sound employee relations in the interests of the employee and the BPW alike. The BPW and the Union have a common and sympathetic interest in the efficiency and success of the BPW in performing its function in the

distribution of electricity, water, and sanitary sewer systems in urban and rural areas and in meeting effectively any particular problems which arise in such operation. The Union recognizes that its obligations are affected by the dominant purpose of the BPW making all its services widely available at low rates in the area which it serves. The BPW recognizes that it has an obligation for the welfare of the workers engaged as employees in this enterprise. The Union and the BPW further agree that in return for the basic rights of employment and working conditions covered by this Agreement, there is a need for a continuous and cooperative program to improve operating methods and productive performance which will provide for a corresponding compensation return, increasing employee satisfaction and enthusiasm, and reasonable financial stability for the BPW.

The following objectives are mutually agreed to and set forth with regard to wages and salaries:

- (a) We intend to establish salaries and wages that are adequate to attract and retain qualified personnel and stimulate their superior performance, growth, and development.
- (b) We intend to provide each person with a salary which compares fairly with what is paid for other positions having similar duties, difficulties, and responsibilities both within the BPW and in other comparable organizations as defined by the Industrial Relations Act.
- (c) We intend to assure both management and employees that performance would be appraised systematically, fairly and that opportunities will be provided to permit all present employees to become highly trained and to grow and develop so that they can assume greater responsibility.
- (d) We intend to provide wages and salaries on a fair, systematic and predetermined basis so that the BPW can adequately determine budget requirements and do long-range planning.
- (e) The BPW and the Union agree that they will cooperate with each other to the end that this Agreement will be administered equally and equitably with respect to all employees and will not discriminate against any employee because of his/her race, creed, color, religion, sex, age, or national origin. They will further the principles of the Fair Employment Practices of the State of Nebraska.
- (f) For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency so that the BPW, the Union and the customers of the BPW may mutually benefit, and in consideration of the respective promises of the parties hereto, this Agreement is hereby made and entered into.

The provisions of this Agreement apply only to employees within the bargaining unit concerning jobs within the bargaining unit. This contract gives no job preference or rights concerning employment outside the bargaining unit.

ARTICLE 2

RECOGNITION

Sec. 1: The BPW recognizes the Union as the exclusive bargaining agent for all permanent full time and regular part time employees of The Auburn Board of Public

Works including, but not limited to, those occupying the following classifications:

Payroll Clerk/Purchasing Agent; Assistant Purchasing Agent; Customer Service Specialist; Engineering Technician; IT/Engineer Technician; General Service Technician; General Service Technician-Power Plant Apprentice; Lead Line Technician; Line Technician; Line Technician Apprentice; Line Technician Supervisor; Mechanic/Relief Operator; Power Plant Operator; Utility Billing Clerk; Utility Management/Customer Administrator; Water/Wastewater Plant Operator; Water/Wastewater Technician, as found in case #1368 of the Nebraska Commission of Industrial Relations.

Sec. 2: The BPW recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to hours, wages, and other conditions of employment for all employees covered by this Agreement.

Sec. 3: The BPW recognizes and shall not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the BPW or any of its agents against any employee because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit union membership on employer's time. Neither the BPW nor the Union will willfully, orally or in writing, make untruthful statements concerning the other party or its representative.

Sec. 4: There is attached hereto and made a part hereof, a Schedule "A" which lists the position titles and rates of pay for each position covered by this Agreement.

Sec. 5: For the purpose of this Agreement, the following definitions shall apply:

- A. Introductory Employees: An Employee working during the orientation period which is six (6) months from the first day of work. After satisfactorily completing the introductory period, Introductory Employees will be considered full-time employees.
- B. Full Time Employee: Regularly scheduled to work forty (40) hours per week.

- C. Part Time Employee: Regularly scheduled to work less than forty (40) hours per week.
- D. Temporary Employee: Employed with the expectation that employment will be for a short duration, such as on a seasonal or project basis.

ARTICLE 3

COMPLIANCE WITH THE LAW

Sec. 1: Nothing in this agreement shall be construed to require either party to the agreement to act in violation of any applicable State or Federal law or legal regulation, and in the event that any such conditions arises, it is agreed that this agreement shall be modified in respect to either or both parties to the extent necessary to comply with such law or regulation.

Sec. 2: If any provisions of the contract or the application of the same shall be held invalid, the legality of the other provisions of the contract shall not be affected thereby.

ARTICLE 4

CONDUCT OF UNION AFFAIRS

Sec. 1: All employees including Union officers and representatives shall not conduct any Union activity or Union business during working hours except as specifically authorized by the provisions of this Agreement.

Sec. 2: Stewards shall be selected by the Union and function on behalf of the employees in the bargaining unit.

Sec. 3: All stewards referred to in this Agreement shall be full-time employees of the BPW.

Sec. 4: Each steward shall report to his/her immediate non-bargaining unit supervisor or designated representative prior to the time of leaving his/her work to perform the duties of such steward as set forth herein. He/she shall also report on returning to his/her work assignment unless the prior consent of the steward's supervisor not to report has been secured.

Sec. 5: A Union member shall be released from their duties when requested by the Union to attend Union activities, the employee shall use vacation, comp. time or unpaid leave for work hours missed.

Sec. 6: The BPW shall furnish the Union with a suitable place for the posting of official Union Notices.

Sec. 7: A) Union Dues. The BPW upon receipt from the Union shall deduct the stated amount of dues from each employee's paycheck and forward that amount to the Union by the tenth

day of the month following the month in which the deduction occurred. The BPW shall provide the Union with a report stating from whom and the amount deducted upon request.

B) Indemnification. The Union shall indemnify the BPW and hold it harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of any action taken by the BPW for the purpose of complying with the provisions of this section of the agreement.

Sec. 8: The BPW shall allow the use of a meeting room for the employees to conduct monthly meetings.

ARTICLE 5

APPRENTICESHIP PROGRAM

The Apprenticeship Program utilizes any accredited four year line technician program ("Program") as a test of each apprentice lineman's knowledge and skill. This program shall be registered with the Department of Labor. The BPW shall not require any journeymen linemen employed prior to the date of this agreement, unless at the employee's request, to complete the Program to retain the position of journeyman lineman. However, all new Apprentice Line crew employees shall be required to satisfactorily complete the Program to progress to the status and pay of a journeyman lineman. In addition to the satisfactory completion of the Program, an apprentice must also demonstrate satisfactory work performance and skills to progress to the next pay level. This program shall be provided to the employee at no cost. If an employee fails to successfully complete a module, the employee may be required to reimburse the BPW for module cost.

ARTICLE 6

SAFETY COMMITTEE

TRAINING AND SAFETY. The Safety Committee exists to oversee the safety goals and plans of the BPW by making recommendations addressing safety and health hazards at each worksite. The Safety Committee shall consist of an equal number of bargaining unit employees (that shall serve in an advisory only status) and management. The Union shall appoint the bargaining unit members to this committee.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

Sec. 1: Should any employee or the union have a grievance arising from the interpretation of a specific provision of this Agreement, such matter shall be exclusively resolved in accordance

with the provision provided herein. It is also agreed between the parties that the alleged violation of a specific provision of the Agreement, to be arbitrable, must have occurred during the term of this Agreement. It is also specifically agreed that this grievance procedure shall not be used to change any provision of this Agreement.

Sec. 2: Step 1: An employee believing he/she has a grievance shall notify and discuss the grievance with the supervisor or his/her designee within fifteen (15) calendar days after the occurrence of the grievance. The employee may be accompanied by a union steward if the employee desires. The supervisor shall then have fifteen (15) calendar days to give a written response to the grievance and this response shall be given to the employee and Union Steward.

Step 2: A grievance not settled in Step 1 which the employee or the Union wishes to pursue further shall be placed in writing and signed by the employee or the Union within fifteen (15) calendar days from the supervisor's answer and filed with the General Manager of the BPW. If such action is taken by the employee, he/she shall give notice to the Business Manager of the Union. The written grievance shall specify the contract provision violated by the BPW's action that caused the violation and the remedy requested. The General Manager shall, within fifteen (15) calendar days after receiving the grievance, meet with the Business Manager of the Local or his Designee in an attempt to resolve the dispute. The Manager shall supply both the employee and the Business Manager of the Union with his written response within ten (10) calendar days of this meeting.

Step 3: If the Union and the employee decline to accept the BPW's decision, and if the grievance remains unresolved, the employee or the union may within thirty (30) calendar days after receipt of the Manager's response, request that such grievance be submitted to binding arbitration.

Sec. 3: The time limits provided for in this Article shall be strictly followed. No grievance shall be valid unless filed or appealed within the time limits provided herein. Failure of the grieving party to meet the time limits provided for shall result in dismissal of the grievance. Failure of the other party to meet the time limits provided for shall result in settlement of the agreement according to the remedy sought by the grieving party. The parties may, however, by mutual Agreement and whenever it appears reasonable, extend the time limit at any step of the grievance procedure.

Sec. 4: **ARBITRATION**

Step 1: If Arbitration is requested by either party, an impartial Arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of five (5) available Arbitrators. From this listing, the BPW shall strike out two (2) names, and the Union shall strike out two (2) names. The remaining Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

Step 2: As soon as possible after the selection of the Arbitrator, the Arbitrator shall meet with the BPW and the Union to give due consideration to the dispute. A final and binding decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute as soon as reasonably possible after the final meeting concerning the dispute.

Sec. 5: EXPENSES OF ARBITRATION

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

ARTICLE 8

SENIORITY

Sec. 1. The BPW recognizes the principle of seniority. Seniority is an employee's most recent period of continuous employment with the BPW in the bargaining unit. The BPW will post a seniority list annually and provide the Union with a copy. Protests of errors in or admissions from seniority rosters must be made to the BPW within thirty (30) days from the date the seniority list is posted, or the seniority list shall be deemed correct for all purposes.

Sec. 2: Seniority is preference or priority by length of service when vacancies occur or new positions are created, the purpose of which is to provide declared policy of work security measured by length of service.

Sec. 3: It is recognized, however, that in the practical application of this principle of seniority, the necessary ability, experience, and physical fitness for the job must be considered.

Sec. 4: The seniority of an employee is determined by the length of service computed in years, months and days from the date of the beginning of his/her last continuous employment.

Sec. 5: A newly hired employee shall be an introductory employee for the first six (6) months of his/her employment, and he/she will accrue no seniority during this period. Upon the completion of the introductory period, he/she shall be added to the seniority list as of the date of the last hire.

Sec. 6: Where two or more employees have the same seniority date, their order of seniority shall be determined by the flip of a coin.

ARTICLE 9

LAYOFF AND RECALL

Sec. 1: In instances of layoff and recall, the BPW shall layoff by low seniority.

Sec. 2. In the event of a restoration of the workforce, employees will be recalled in the reverse order in which they were laid off.

ARTICLE 10
JOB POSTING

Sec. 1: Job openings for bargaining unit positions other than entry-level positions shall be posted for a period of two (2) weeks. Employees interested in the position must submit an application for the position by the end of the posting period. Posting will be accomplished by posting on the bulletin board at the shop.

Sec. 2: The BPW will make reasonable efforts to notify employees who are on vacation or leave of absence during the entire posting period that a position has been posted.

Sec. 3: An employee who has been selected to fill a vacancy or a new job under the provisions of this Article shall be given a period (trial period) not to exceed ninety (90) days actually worked to prove his/her ability to perform the work. An employee who is awarded a new position, will begin receiving the pay for the new position on his/her award date.

ARTICLE 11
DISCHARGE AND TERMINATION OF EMPLOYMENT

Sec. 1: If it becomes necessary to discharge an employee, he/she shall be informed in writing of the action and of his/her rights and privileges according to the following conditions:

1. The BPW reserves the right to discharge an Introductory Employee with or without cause, at any time up to the time that he/she has completed six (6) months of continuous service.
2. A Full-time Employee may be discharged only for just cause.

Sec. 2: Although it is desirable for the continuity of operation of the BPW to have as few changes of personnel as possible, it is recognized that changes may occur. Accordingly, the following policies apply:

1. LAY OFF OF EMPLOYEES- If, because of lack of work, it is necessary to lay off a Full-Time Employee, he/she shall be entitled to:
 - a. Two weeks notice or the cash equivalent.
 - b. The cash equivalent for any unused vacation leave accrued.

- c. Priority in consideration for any subsequent vacancy for which he/she qualifies.
- d. Credit for prior service for seniority and other length of service benefits upon subsequent re-employment.

ARTICLE 12 NO STRIKE AND LOCKOUT

Sec. 1: The BPW and the Union agree that the grievance and arbitration procedures provided in this Agreement are adequate to provide fair and final determination of all grievances arising under the terms of this contract.

Sec. 2: During the period of this Agreement there shall be no strikes, stoppages, slow-downs, picketing or other interference with the operations of the BPW nor shall there be abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by concerting actions with others. (All of which are hereinafter referred to as strikes.)

Sec. 3: There shall be no lockouts during the term of this Agreement.

ARTICLE 13 HOLIDAYS

Employees receive ten (10) paid holidays per year, as follows:

New Year's Day	Thanksgiving Day
Good Friday	The Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Designated Holiday ⁽¹⁾

- ⁽¹⁾At the December Board Meeting each year, the Board shall designate the extra Holiday for the following year; and
- If a holiday falls on a Saturday, the prior Friday will be off, or if on Sunday, then the following Monday. Holiday pay is based on an employee's regular working hours.

ARTICLE 14

VACATIONS

Employees are eligible to take paid vacation after 90 days of employment. The employee shall begin accruing vacation on their date of hire; however, they cannot use accrued vacation until after 90 days of employment. In the event the employee leaves the employment of the BPW prior to 1 year of employment, the accrued unused vacation shall be forfeited and shall not be paid out to the employee. Available vacation is based on full-time work and is reduced proportionately for absences other than vacation time, paid sick leave, paid funeral leave, and holidays. Vacation is accrued as detailed below:

Years of Employment	Hours Earned Per Year	Maximum Vacation Hours
1-5 years	104 hours	128 hours
6-10 years	114 hours	143 hours
11-15 years	148 hours	188 hours
16-19 years	164 hours	218 hours
20-24 years	184 hours	248 hours
25 + years	+8 hours per year	248 hours

- Vacation can be taken after 90 days of employment. All vacation leave shall be approved by the employee's supervisor prior to being taken.
- Employees may carry over any unused vacation from one year to the next, however, at no time shall the employee have more than the maximum hours in their vacation bank. Employees who reach the maximum are not eligible to earn any additional vacation until the vacation bank is used below the maximum.
- Any earned but unused vacation time will be paid upon retirement or termination from employment.

ARTICLE 15

SICK LEAVE

Employees earn 8 hours of sick leave for each full month worked (maximum 96 hours per year to be used as paid sick leave). Unused sick leave may be carried over each year up to a maximum of 900 hours. To be eligible to use paid sick leave, employees must notify their supervisor prior to the beginning of their shift, of their need to use sick leave; and may be required, in the discretion of BPW management, to provide a physician's note prior to returning to work. Sick leave may be used only for the actual illness of the employee, or the employee's

spouse, child, stepchild, child under their guardianship or parent.

Sick Leave Buyback

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

ARTICLE 16

SPECIAL LEAVE PROVISIONS

Sec. 1: The BPW shall grant leave of absence with pay to Full-Time Employees for the following reasons and subject to the applied restrictions.

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

A.1 All employees shall be granted 4 hours of Pallbearer leave per year.

B. Voting. Any employee eligible to vote at any election held within the State of Nebraska shall, on the day of such election be granted time to go to the polls if his/her duties on that day would otherwise prevent him/her from voting before or after regular working hours.

C. Jury Duty/Court Duty-

1. Each employee shall notify his/her supervisor and the General Manager of anticipated jury duty or subpoena.
2. An employee will be granted leave to perform jury duty or answer a subpoena and while on leave, will be paid his/her regular base salary. At completion of jury duty or subpoena, the employee shall pay or endorse his/her compensation check to the BPW and shall retain the payment he/she receives for expenses incurred.
3. If any employee elects to charge his/her time while attending jury duty or answering a subpoena to vacation, he/she may do so; however, in this instance, the employee will retain the checks for both compensation and expenses.
4. Employees who are dismissed from duties described above before the BPW's normal quitting time shall return to their respective place of work for the remainder of the day if practical.

5. Court appearances, as a witness on BPW's business, will be counted as time worked. All other court appearances for personal business will be counted as vacation, limited to accumulated vacation leave.
- D. Election Duties- Whenever an employee is required to be absent from work to serve in such capacity, he/she will be allowed a leave of absence with pay, however, any compensation received for such duty shall be turned over to the BPW.
- E. Leave of Absence- A Full-Time employee may request a leave of absence without pay for personal reasons.
- F. Military Leave- Employees who perform and return from military service in the Armed Forces, the military reserves or the National Guard, will receive compensation, benefits, reinstatement and other rights as provided by the laws of the United States and the State of Nebraska.
- G. Faithful Service- Employees shall receive an amount of \$25.00 for each year worked on the first pay period after completion of 120 months of continuous employment. Each year thereafter, if employment is continuous, employees shall receive an additional \$25.00 for each year worked up to 420 months of continuous employment. Accrual of \$25.00/year shall cease after 420 months. (Example: After 10 years - \$250.00; 35 years - \$875.00; 40 years - \$875.00).

ARTICLE 17

ON THE JOB ACCIDENTS

Sec. 1: The BPW shall maintain insurance to comply with Nebraska Workers Compensation law as amended. The insurance coverage shall provide for hospital, surgical and other medical expenses.

Sec. 2: If there is an on-the-job injury and the employee receives worker's compensation payments for the lost wages, the BPW will voluntarily pay the difference between the compensation payments and the employee's regular base wages.

ARTICLE 18

EMPLOYEE INSURANCE AND RETIREMENT PROGRAMS

The BPW maintains the following Retirement and Insurance Programs for the benefit of its employees and encourages their participation. These plans are available to all Regular Full-Time Employees and where applicable, the Introductory Employees of the BPW, subject to the applicable waiting periods. The specifications and other details of each of these plans shall be made available to all covered employees upon request.

Sec. 1: INSURANCE BENEFITS

A. BUSINESS TRAVEL ACCIDENT PLAN

This plan provides benefits within certain limitations for employees while traveling on BPW's business. Protection may include payment for accidental death and dismemberment; see the specific plan for details. The BPW pays the entire cost of this protection.

B. MAJOR MEDICAL INSURANCE

1. This policy provides for payment of medical expenses and prescription drug costs for Introductory and Full-Time Employees and their dependents as defined in the policy.
2. The BPW shall offer two plans, a traditional plan, and a High Deductible Health Plan.
3. The employees shall have the choice of annually electing insurance coverage through the traditional plan (\$1200 individual/\$2400 family deductible) or the new HDHP (\$2400 individual/\$4800 family deductibles).
4. The BPW will withhold and deposit funds into a Health Savings Account for Employees who elect to establish a HSA, if participating in the HDHP. The BPW shall also offer a Flex Spending plan.

5. The BPW shall provide 100% of the cost of the individual employee medical and prescription drug insurance premium for Full-Time and Introductory Employees, as established by the health insurance carrier on an annual basis under either plan.
6. The BPW shall pay the same percentage of the difference, between the cost of an individual premium and the family and/or dependent premium as agreed to and published in the employee handbook for medical and prescription drug insurance plans for all Introductory and Full-Time Employee coverage as established by the health insurance carrier on an annual basis. The Employee shall pay the remaining percentage of the premium through means of wage withholding.
7. In the event of an employee's retirement or death, the employee and/or his/her family may, at their expense, continue to be covered by this policy as long as they abide by and are qualified under the rules and guidelines of the plan.
8. These plans may be changed by mutual agreement by the parties.
9. If an otherwise eligible employee elects, during the employee's initial enrollment or during any subsequent annual open enrollment, to decline coverage under the BPW's group health insurance plan because the employee has obtained coverage elsewhere, the BPW will pay to the employee the Cash Value of the forgone coverage. For this purpose, "Cash Value" means 70% of the amount of the monthly employer contribution for Single coverage under the BPW's High Deductible Health Plan. Further, the payment amount will be based on the actual individual age-based health insurance premium cost at an amount not to exceed 70% of this cost. The Cash Value will be paid to the employee for each full month in which the Employee remains employed by the BPW.

All Cash Value payments made to an employee pursuant to this policy will be considered taxable wages to the employee and will be subject to retirement contributions and all applicable federal and state income and employment tax withholdings.

Generally, if any employee declines coverage under the BPW's group health insurance plan, the employee will not be allowed to enroll in the plan until the plan's next open enrollment period. There are, however, certain changes in status events under the group health insurance plan that will qualify an employee to make a mid-year election to enroll in the plan. In the event one of these events occurs and an employee is permitted to enroll in the group health insurance plan midyear, such employee will not be entitled to any Cash Value under this policy for any month in which the employee is covered by the plan. For

questions regarding whether or when an employee is eligible to elect coverage under the group health insurance plan outside of the employee's initial or annual open enrollment period, the employee should contact the Plan Administrator of the group health insurance plan.

C. BASIC TERM LIFE INSURANCE PLAN

The policy provides term life insurance for the employee and family. The coverage is one and one half (1.5) times base salary up to \$100,000 for the employee; spouse coverage is at \$15,000 and each child's coverage (up to age 19) shall be \$10,000. The BPW pays the entire costs of this coverage while this Agreement is in effect.

D. LONG TERM DISABILITY

The BPW shall provide all Full-Time and Introductory employees with a Long-Term Disability Income Plan for its employees. The plan provides for the payment of benefits in the event of the employee's disability, which extends beyond thirteen (13) weeks. The specific provisions of the Long-Term Disability Income Plan will be according to the specifications of the plan. Participation in this Plan is mandatory, with 100% of the cost paid for by the BPW. Current benefits are two-thirds of an employee's current rate of pay. Benefits herein may be coordinated with the benefits authorized under Article 17, Sick Leave, and as provided by law.

E. RETIREMENT BENEFITS

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

1. The BPW shall contribute 6.0% of the employee's wage for the term of this agreement to a 414(h) plan with a required minimum employee contribution of 4% of their wage.
2. The employee will be allowed to contribute in excess of the amounts stated above as long as the amount does not exceed the maximum allowed by law.
3. The BPW shall provide a 457(h) savings plan to the employees; however, this plan shall be 100% funded by the employee.
4. The employee cannot borrow from the 414(h) until age 62.

Pension Plan: Employees who perform at least one thousand (1,000) hours of service in the 12-month period commencing on the date of hire and anniversaries thereof, who make the required contributions, and meet other requirements detailed more fully in the Plan Document, are eligible to participate in the pension plan, and receive employer contributions in addition to their own contributions. Notification will be provided to each employee when they are eligible to join the pension plan, or before upon

request. A "Plan Summary" will be provided to all participants of the plan and is available upon request to any interested party. Details concerning eligibility, voluntary contributions, vesting rights, tax liabilities, termination of employment, withdrawals from the fund and method of payment are covered in the Plan Summary. Any matter concerning administration of the plan should be determined with reference to all the rules, limitations and other terms of the complete plan document which is kept on file at the BPW Business Office.

F. DENTAL

The BPW shall make available group dental insurance to all employees and dependents that shall be paid for by the employee.

G. VISION INSURANCE

The BPW shall make available group vision insurance to all employees that will be paid for by the BPW. Additional coverage for spouse and dependents; employee will pay 35% of premium.

H. COVERAGE CHANGES

The BPW shall not make any changes or modifications to these benefits during the term of this Agreement, unless mutually agreed to by the BPW and the Union or unless required under applicable law.

ARTICLE 19

HOURS OF WORK

Sec. 1: The workweek shall consist of seven (7) consecutive days beginning at 12:01 a.m. on Monday and ending on the following Sunday at midnight.

Sec. 2: The regular workweek will be forty (40) hours per week, consisting of eight (8) consecutive hours worked during five (5) consecutive days, Monday through Friday. The following schedules shall apply:

Normal Field & Dispatchers work hours shall be 7:30 AM to 4:00 PM
Office staff shall be equally rotated to staff the office from 7:00 AM to 4:00 PM.

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

Sec. 3: All changes to the scheduled workweek must be communicated to the employees not less than seven (7) days prior to making the change, unless mutually agreed or an emergency is declared. As defined: An Emergency is an unexpected dangerous or serious situation, such as a wastewater line or water main break, extensive power outage or any other utility situation affecting multiple customers, that happens suddenly or unexpectedly and needs immediate action.

Sec. 4: Employees will be granted a fifteen (15) minute break once between starting time and meal break and once between the meal break and quitting time. Employees shall be granted a half (½) hour meal break. Office staff shall be granted a one-hour meal break and may be granted a half (1/2) hour meal break by mutual agreement between the BPW and the employee.

Sec. 5: Employees will be paid in accordance with Schedule A of this Agreement for time spent traveling from headquarters to the job site, job site to job site, and job site to headquarters. Headquarters means the employee's regular established reporting place.

Sec. 6: For purposes of this contract, it is agreed that hours for which the Employee is paid will be treated as hours worked.

ARTICLE 20

OVERTIME, CALL BACK AND ON CALL

Sec. 1: All time worked by employees over 8 hours per day and 40 hours per work week shall be paid at the rate of time and one half (1.5), with the exception of BPW recognized Holidays and Easter Sunday (midnight – midnight), which shall be paid at two (2) times the employees base hourly rate of pay.

Employees shall be allowed to accrue comp time in lieu of payment for overtime hours worked. Comp time shall accrue at a rate of 1.5 hours for each hour of time worked and 2 hours for each hour worked on a BPW recognized Holiday and Easter Sunday. All comp time earned must be used within 90 days of the date earned or paid out to the employee. All time shall be computed on the nearest quarter hour. Management shall attempt to distribute overtime hours as equally as possible.

Sec. 2: A minimum of two (2) hours pay at overtime rate shall be allowed to all employees who are called back to work after having been released from their regular day's work. The employee shall not be eligible to be paid for another minimum 2-hour callback prior to the expiration of the minimum 2-hour call back. If the call back is less than two (2) hours before the start of their regular work hours, overtime will be for the actual time worked. The Employee shall be paid from the time they are notified to come to work. Employees working past their normal release time will be paid for actual hours worked at overtime rates.

Sec. 3: Employees shall not be required to take time off to avoid payment of overtime.

Sec. 4: ON CALL: Certain employees shall be assigned "On call" duty. On call is defined as being available for service work during all non-business hours. On call duty shall be alternated. Employees are on call for one-week intervals ("call week"). The call week is defined as from 4:00 P.M. on Monday until 4:00 P.M. the following Monday. The frequency of an employee being on call is determined by the number of employees who are trained to take call. A call schedule shall be posted on a monthly calendar at the Service Center and Power Plant Control Room.

In an emergency, all trained personnel shall be subject to call out. On call employees need to be within a reasonable response time of the Service Center when on call and shall be able to respond to the call promptly after they are notified. Employees who are on call are also required to be fit for duty. It is the responsibility of the employees who are on call to be able to be contacted by the dispatchers.

For an On-Call employee a reasonable response time would be 30 minutes from the time of the call-out until the employees arrives at the Service Center or the on-call location.

If employees are away from their home phone number, employees should contact the Dispatcher and notify them of the best way to be contacted. If the employees on call in a particular week are unavailable, all trained employees are subject to call out. If an employee who is scheduled to be on call wishes to trade call duty with another employee, the employee that is scheduled to be on call forfeits the call pay to the employee who did have on call duty. Trading call shall be allowed.

Sec. 5: ON CALL PAY: BPW employees who are required to pull call duty will be compensated with 7 hours of overtime pay per week. These overtime hours will be paid at 1.5 times their regular pay scale.

1. Employee(s) that are On-Call or will be On-Call on a Monday Holiday will both receive one-hour of On-Call Pay for this day.

ARTICLE 21 SPECIAL PROVISIONS

Sec. 1: WORKING CONDITIONS:

A. HAZARDOUS WEATHER- Employees shall not be required, except in the case of an emergency, to do outside work in hazardous weather conditions.

- B. MUTUAL AID- An employee who volunteers to work during an emergency on the property of another electric provider shall be compensated at the employee's established rate and all contract provisions apply.
- C. The BPW shall provide 2 qualified linemen when working in a Primary Compartment or on Primary Voltage.

Sec. 2: LICENSES AND FEES: The BPW shall pay the fees for all licenses required for its employees. The BPW shall pay the difference between the cost for a Commercial Drivers' License and a regular drivers' license.

Sec. 3: PICKETS: The BPW shall not require its employees covered hereunder to cross a picket line which is conducted for legal purposes and in a legal manner, except to provide essential services and repairs to equipment and materials owned and operated by the BPW and to maintain service to customers not directly involved in the dispute.

Sec 4: CONTRACTING WORK: The BPW agrees that none of the work covered in this Agreement shall be let to a contractor, the result of which causes a layoff of any regular full-time employee of the BPW.

Sec. 5: BUSINESS EXPENSE:

- A. When employees are required to work out of their territory and it is necessary to purchase meals or lodging while engaged in such work, they shall be reimbursed for actual expense.
- B. MEETINGS/TRAINING: Payment of expenses for employees attending training and/or educational functions or meetings as required by the BPW shall be as follows:
 - 1. Each employee shall be paid his/her regular wage while attending any BPW related meeting or workshop. This wage shall be based on a regular eight (8) hour workday or as required by the Fair Labor Standards Act.
 - 2. Mileage to and from the meeting or educational function (if driving their personal vehicle) shall be reimbursed pursuant to Internal Revenue Service regulations.
 - 3. A room shall be provided by the BPW for each employee when overnight lodging is required by the nature of the meeting or function.

4. When employees attend authorized meetings, the BPW shall reimburse for all meals accrued.

Meeting/School Expenses

All claims for reimbursement must be fully justified and must be submitted to the Finance Manager for approval. Employees will be required to provide a receipt for all expenses incurred.

Allowable Expenses - When an employee is away from home and on duty, they will be reimbursed for actual expenses incurred for reasonable travel accommodations, certain meals, parking, tolls, telephone, and lodging. Employees must provide a actual itemized receipt for reimbursement.

- A. Lodging and Meals - Employees can only be reimbursed for actual meal expenses (including tax and tip which shall not exceed 15% of the meal cost.). No reimbursement will be allowed for the cost of alcoholic beverages. Rather than impose a set amount for the meal expenses while away from home for meetings or schools, the Board asks the employees to be conscientious, so that no set dollar amount needs to be enforced. Many lodging facilities provide a special government rate, a reduction of the normal charges, to government employees. All employees must request the government rate for lodging, if applicable.
- B. Automobile Travel - When attending conferences, workshops or required to travel, BPW employees should use BPW vehicles. If a BPW vehicle is unavailable for travel, the person's private vehicle may be used, and mileage will be reimbursed at the current federal allowable rate.
- C. Telephone Calls - Employees are not allowed to charge long distance telephone calls to the BPW for calls made of a personal nature, except as stated below. All long-distance calls that are to be paid by the BPW are those made pursuant to the employee conducting official BPW business. An employee traveling to a location outside the local calling area is allowed one (1) "safe arrival" call upon arriving at the destination. An employee who is in travel status for two (2) or more consecutive days in a week is allowed one (1) personal long-distance telephone call for each two (2) days of travel. Additionally, employees may properly be reimbursed for emergency calls approved by the Department Manager. An example of such is a call made when an employee calls home to inform someone that the travel period has been extended beyond original plans due to unforeseen reasons.

Sec. 6: EQUIPMENT:

The BPW shall furnish all tools and such protective equipment applicable to particular types of work such as leather gloves, rubber gloves, blankets, hoses, hard hats, cold weather clothing and other safety equipment, and it is the rule of the parties hereto that such equipment be used. The said items will remain the property of the BPW.

Sec. 7: EYEGLASSES:

- A. The BPW shall provide non-prescription and prescription safety glasses.
- B. The BPW shall pay the cost of required prescription safety and/or sunglasses plus the cost of Transitions® lenses (lenses that transition to sunglasses) every three (3) years. The BPW shall replace all safety glasses that are accidentally broken on the job or if the employee's prescription changes within the three (3) year period. Prescription glasses designed to wear for computer screens are included as required safety gear.

Sec. 8: BPW FOOTWEAR POLICY:

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

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

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

1. Eligible employees identified in this policy are required to wear the required footwear while performing their duties. Failure to wear appropriate footwear may be grounds for disciplinary action, up to and including termination.
2. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of foot injuries should not be worn.
3. Employees are to purchase personal protective footwear that is of either the American Standard for Personal Protection-Protective Footwear, American National Standards Institute (ANSI) Z41-1999 or the American Society for Testing and Materials (ASTM) F2412-05, Standard Test Methods for Foot Protection and ASTM F2413-05, Standard Specification for Performance Requirements for Foot Protection.

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

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

- h. Heavy debris that can be kicked (weights, stock, etc.)
- i. Slip and fall conditions.

APPROVED FOOTWEAR REQUIREMENTS:

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

SHOE SELECTION GUIDE -

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

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

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

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

Sec. 9: UNIFORMS:

Office Dress Code:

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

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

- Pants / slacks: Dress or casual such as corduroys, khakis, Dockers, etc.
- Shirts / tops: Dress or casual such as button down, blouses, collared shirt, collared polo with or without the utility logo, sweaters.
- Dresses / skirts: Dress or casual worn at an appropriate length.
- Shoes: Safe, dress, or casual footwear appropriate for the work environment and that minimizes the potential for slips, trips, and falls. This includes consideration for slick soles, heels, weather conditions, etc.

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

1. Employees who are provided uniforms by the BPW are expected to wear such uniforms during work hours unless otherwise exempted by their supervisor. This uniform, and any other related dressing accessories, are to be kept well maintained and may not be used for recreational or off-duty purposes.
2. BPW will provide laundry service for rental uniforms through an approved vendor(s). It will be the employees' responsibility to ensure the uniforms are turned-in for weekly laundry service and to complete repair tags for uniforms that are in need of repairs.
3. Upon receipt of uniforms, employees must sign a statement which establishes that the uniforms remain the property of the approved vendor and must be returned upon termination of employment or transfer to an ineligible position. Should such articles not be returned, and it is determined that the employee is at fault, the replacement cost shall be billed to the employee who shall reimburse the BPW for the cost of the uniforms.
4. No employee shall affix, adorn, remove sleeves, or otherwise alter any BPW provided work clothing by adding patches, emblems, pins, etc. unless such items are issued and provided by the BPW.

All uniform and safety accessories and/or items issued by the BPW (i.e., hard hats, goggles, gloves, etc.) must be worn in accordance with the BPW Safety Policy and Procedures Manual

Sec. 10: MILEAGE REIMBURSEMENT:

When employees use their personal vehicles for BPW's business the BPW shall pay the current authorized mileage rate as determined by the current IRS regulations.

Sec. 11: FLAME RESISTANT CLOTHING

All Flame-resistant clothing shall be provided to (All employees exposed to secondary voltage and above), replaced and laundered by the BPW.

Sec. 12: INFLUENZA AND HEPATITIS 'B' VACCINATION

1. The BPW shall offer an annual influenza shot for all employees who elect to participate.
2. Employees who are required to work with or at any Wastewater Treatment Facility Plant, Equipment and/or System will be provided at their option, vaccination shots for Hepatitis B at the expense of the BPW.

Sec.13: PAYDAY

Employees shall be paid on the 15th day and the last working day of each month. If the 15th or last day falls on a weekend, employees shall be paid on the last preceding working day. Hours worked will be paid through the day preceding the date the payroll department enters the timesheets into the computer. Employee pay will be electronically deposited in their bank account. Employees may elect to have certain amounts deducted from their paychecks (i.e. utility bills, bank loans, insurance premiums, etc.) by notifying their supervisor or the office and completing the appropriate authorization forms.

Sec. 14: EMPLOYEE RESIDENCE

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

Sec. 15: MEAL EXPENSE WHEN WORKING IN BROWNVILLE, NEMAHA, AND JOHNSON AREAS

The BPW has contacted eating establishments in Brownville, Nemaha and Johnson and they have agreed to have those employees sign tickets and bill the BPW once a month. In establishments where the BPW does not have an agreement, Employees will bring back their meal ticket for reimbursement.

Sec. 16: **Terms and Conditions not mentioned.**

The parties agree that any Term or Condition of Employment not mentioned in the Agreement and referenced in the Personnel Manual effective September 1, 2008 and revised in January 2021 shall remain in effect and unchanged unless negotiated with the Union. In the event the policies in the Personnel Manual conflict with the Collective Bargaining Agreement, the Agreement shall be supreme. Examples of, but not limited too, are FMLA, Discipline, Fitness for Duty and E-mail policies.

Sec. 17 **Water/Wastewater Stipend – effective 01/01/2024**

A stipend in the amount of \$10,000.00 will be paid out to a Plant Operator that completes Grade II Water and Grade III Wastewater certifications after January 1, 2024. Operators that are qualified as a Plant Operator will be required to complete a minimum of 3-month training/rotation in each plant on an annual basis.

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

ARTICLE 22

RATE OF PAY

Sec. 1: The wages in effect during this Agreement are as set forth in Schedule A attached hereto.

ARTICLE 23

SIGNATURE

The parties hereto have caused the Agreement to be executed by their proper officers hereunto duly authorized and effective as of the 1st day of January 2024.

AUBURN BOARD OF PUBLIC WORKS

LOCAL 1536, I.B.E.W.

CHAIRMAN OF BOARD

BUSINESS MANAGER

GENERAL MANAGER

CUSTOMER SERVICE SPECIALIST

Description of Work

Acts as the key employee providing customer service to all utility customers. This position is responsible for answering the telephone, accepting utility customer payments, and assists the new customer applying for new service with the BPW. This employee provides all welcome information for both the BPW and the Chamber of Commerce. This position also provides accounts payable functions for administration and coordinates the payment of utility department accounts payable with the Purchasing Agent.

Essential Job Functions

1. Ability to report to work and work the required number of hours.
2. Must be able to perform mathematical calculations, operate a variety of general office equipment including but not limited to computers and peripheral equipment, telephone system and two-way radios.
3. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
4. Capable of deep analytical thinking and able to solve problems creatively.
5. Excellent oral and written communications skills are required.
6. Ability to perform physical activities including - reaching, sufficient range of finger motion for keyboard entry, grasping, talking, hearing, stooping, kneeling, standing, walking, pushing, pulling, and repetitive motion.
7. Adequate eyesight and hearing are required (the minimum standard for use with work dealing largely with preparing and analyzing data and figures, accounting, transcription, computer data entry, extensive reading, visual inspection involving small defects on parts, use of measurement devices, etc.)
8. Ability to access all locations where equipment operation is required.
9. Ability to act calmly and take charge in emergency situations.
10. This position is subject to emergency response in the event of utility outages or emergencies.
11. Ability to perform CPR and administer first aid.
12. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.
13. All employees hired are on a six-month probationary period.
14. The employee's residence must conform with the BPW residency requirement.

Duties and Examples of Work

Provides customer service in the business office, both on the telephone and in person. Works with the customers and other employees to obtain accurate billing information as well as property locations and dates/times for installing and removing meters. Provides and explains policy information to customers. Assists customers in identifying sources of high consumption. Provides conservation, rebate, and marketing information to customers. Receives cash and balances cash drawers, prepares daily cash deposits. Updates all payment information to the General Ledger System and third-party payment processors.

Handles the following accounts payable functions: sorting and coding invoices for payment, posting invoices and printing checks on computer, and preparing checks for mailing.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

At least one year of customer service experience is required. Formal education may be substituted for experience. Ability to establish and maintain an effective working relationship with employees and customers. Must be at least eighteen years old.

Education

Graduation from high school is required. Course work in general accounting and business practices, including computer courses, is desirable.

Immediate Supervisor

Under the direct supervision of the Accounting and Finance Manager.

UTILITY BILLING CLERK

Description of Work

Acts as the key employee in all aspects of customer accounting functions. Responsible for establishing and maintaining all utility customer account information. This position also coordinates the safety programs as established by the Board of Directors.

Essential Job Functions

1. Ability to report to work and work the required number of hours.
2. Must be able to perform mathematical calculations, operate a variety of general office equipment including but not limited to computers and peripheral equipment, telephone system and two-way radios.
3. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
4. Capable of deep analytical thinking and able to solve problems creatively.
5. Excellent oral and written communications skills are required.
6. Ability to perform physical activities including - reaching, sufficient range of finger motion for keyboard entry, grasping, talking, hearing, stooping, kneeling, standing, walking, pushing, pulling, and repetitive motion.
7. Adequate eyesight and hearing are required (the minimum standard for use with work dealing largely with preparing and analyzing data and figures, accounting, transcription, computer data entry, extensive reading, visual inspection involving small defects on parts, use of measurement devices, etc.)
8. Ability to access all locations where equipment operation is required.
9. Ability to act calmly and take charge in emergency situations.
10. This position is subject to emergency response in the event of utility outages or emergencies.
11. Ability to perform CPR and administer first aid.
12. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.
13. All employees hired are on a six-month probationary period.
14. The employee's residence must conform with the BPW residency requirement.

Duties and Examples of Work

Works with customers and other employees to obtain accurate billing information as well as property locations and dates/times for installing and removing meters. Provides and explains policy information to customers. Assists customers in identifying sources of high consumption. Provides conservation, rebate, and marketing information to customers. Enters meter readings, meter/customer work orders. Prepares bills for mailing and export to third party payment processors. Enters rate changes, recalculates sewer use fees, reviews billing transactions for accuracy, prepare month end reports for management, accounts for nonsufficient fund transactions. Prepares equal pay calculations bi-yearly. Ensures the handheld meter reading devices are loaded and up to date to facilitate meter reading. Oversees collections on a daily basis concerning past due utility bills, disconnects, turning accounts over to the collection agency or small claims court, and reporting directly to Accounting and Finance Manager.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

At least three years of customer service and accounting experience is required. Formal education may be substituted for experience. Ability to establish and maintain an effective working relationship with employees and customers. Must be at least eighteen years old.

Education

Graduation from high school is required. Course work in general accounting and business practices, including computer courses, is desirable.

Immediate Supervisor

Under the direct supervision of the Accounting and Finance Manager.

UTILITY MANAGEMENT/CUSTOMER ADMINISTRATOR

Description of work:

Acts as the key employee in all aspects of customer utility billing and cash receipting functions. Responsible for establishing and maintaining all utility customer account information. Provides highly responsible administrative staff assistance related to customer billing and cash receipting.

Essential Job Functions

1. Ability to report to work and work the required number of hours.
2. Must be able to perform mathematical calculations, operate a variety of general office equipment including but not limited to computers and peripheral equipment, telephone system and two-way radios.
3. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
4. Capable of deep analytical thinking and able to solve problems creatively.
5. Excellent oral and written communications skills are required.
6. Ability to perform physical activities including - reaching, sufficient range of finger motion for keyboard entry, grasping, talking, hearing, stooping, kneeling, standing, walking, pushing, pulling, and repetitive motion.
7. Adequate eyesight and hearing are required (the minimum standard for use with work dealing largely with preparing and analyzing data and figures, accounting, transcription, computer data entry, extensive reading, visual inspection involving small defects on parts, use of measurement devices, etc.)
8. Ability to access all locations where equipment operation is required.
9. Ability to act calmly and take charge in emergency situations.
10. This position is subject to emergency response in the event of utility outages or emergencies.
11. Ability to perform CPR and administer first aid.
12. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.
13. All employees hired are on a six-month probationary period.
14. The employee's residence must conform with the BPW residency requirement.

Duties and Examples of Work

Works with customers and other employees to obtain accurate billing information as well as property locations and dates/times for installing and removing meters. Provides and explains policy information to customers. Assists customers in identifying sources of high consumption. Provides conservation, rebate, and marketing information to customers. Enters meter readings, meter/customer work orders. Create ACH file monthly for transmittal to financial institution. Prepares bills for mailing and export to third party payment processors. Enters rate changes, recalculates sewer use fees, reviews billing transactions for accuracy, prepares month end reports for management, accounts for nonsufficient fund transactions. Prepares equal pay calculations bi-yearly. Ensures the handheld meter reading devices are loaded and up to date to facilitate meter reading. Oversees collections on a daily basis concerning past due utility bills, disconnects, turning accounts over to the collection

agency or small claims court, and reporting directly to Accounting and Finance Manager. Reports problems immediately to their supervisor.

Coordinates with General Manager and Accounting and Finance Manager (AFM), any customer billing related projects to include research, troubleshooting, working with software support to ensure that installation of necessary components are met. Provides assistance and training to customer service specialist as needed. Coordinates with GM and AFM the following: System upgrades, troubleshooting system issues, creating reports for third party requests, audits, village acquisition of billing services, rate structure changes in system and reports. Provides dual control for general ledger entries, reviews and provides sales tax information to AFM for accurate reporting and submission to the State of Nebraska. Oversees updates to the rate and fee packet and reviews for accuracy. Prepares and updates brochures and flyers related to utility customers as needed. Balances accounts, ensures compliance, and provides reports as required for government or third-party organizations such as, but not limited to, the Department of Health and Human Services (DHHS).

Performs other duties as assigned.

Qualifications

At least five years of customer service and accounting experience is required. Formal education may be substituted for experience. Ability to establish and maintain an effective working relationship with employees and customers. Must be at least eighteen years old.

Education

Graduation from high school is required. Course work in general accounting and business practices, including computer courses, is desirable.

Immediate Supervisor

Under the direct supervision of the Accounting and Finance Manager.

ASSISTANT PURCHASING AGENT

Description of Work

Works with the various departments of the utility for material acquisition. Maintains records and prepares reports regarding material, processes meter/work/service orders, accumulates the cost on work projects, maintains equipment/vehicle maintenance records. Serves as chief dispatcher and tracks and records employees' activities during their day.

Essential Job Functions

1. Ability to report to work and work the required number of hours.
2. Ability to lift forty pounds. Ability to lift ten pounds with each hand above the head with a fully extended arm.
3. Must be able to perform mathematical calculations, operate a variety of general office equipment including but not limited to computers and peripheral equipment, telephone system and two-way radios.
4. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
5. Capable of deep analytical thinking and able to solve problems creatively.
6. Excellent oral and written communications skills are required.
7. Ability to perform physical activities including - reaching, sufficient range of finger motion for keyboard entry, grasping, talking, hearing, stooping, kneeling, standing, walking, pushing, pulling, and repetitive motion.
8. Adequate eyesight and hearing are required (the minimum standard for use with work dealing largely with preparing and analyzing data and figures, accounting, transcription, computer data entry, extensive reading, visual inspection involving small defects on parts, use of measurement devices, etc.)
9. Ability to access all locations where equipment operation is required.
10. Ability to act calmly and take charge in emergency situations.
11. This position is subject to emergency response in the event of utility outages or emergencies.
12. Ability to perform CPR and administer first aid.
13. Possession of a valid driver's license.
14. All employees hired are on a six-month probationary period.
15. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.
16. The employee's residence must conform with the BPW residency requirement.

Duties and Examples of Work

Initiates requisitions for inventory material; establishes reorder points and inventory levels for inventory material as determined by the department managers; maintains inventory activity and records; reconciles discrepancies between computer quantity and physical count; prepares monthly inventory reports and yearend inventory documents for auditor review; balances inventory monthly with the general ledger; audits and routes invoices of purchase orders for signatures; handles accounts payable coding and entry for invoices involving purchase orders or service center activity, as well as use tax calculation; works to resolve inventory problems or obtain product information; strives to help reduce cost of materials ordered and freight charges; reviews or researches product catalogs for requested materials or alternate bid materials; lifts incoming and outgoing objects

weighing up to 40 pounds; operates vehicles/equipment (as listed in Qualifications below) necessary to pick up and deliver materials & equipment and to place & remove inventory from trucks and warehouse shelves.

Assigns and/or initiates meter/service/work orders; allocates and maintains costs regarding service/work orders and projects; maintains project management database.

Answers telephone and performs dispatch duties; uses database software, two-way radios; reads a variety of printed materials and uses a variety of safety equipment.

Maintains meter and transformer records and provides the key interface between the utility outside operation and the customer accounting system. Acts as the utilities coordinator with the statewide one call underground location system. Also acts as the utilities central contact with customers for operations issues in the absence of the appropriate department manager.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Environmental Conditions

The work is performed inside and/or outside and includes being exposed to mechanical hazards, chemical hazards and oils.

Qualifications

Knowledge of general accounting and bookkeeping procedures and general office procedures, practices, and equipment; knowledge of purchasing and billing procedures; knowledge of transportation and freight systems; knowledge of inventory management and warehouse operations; knowledge of all safety rules as stated in the adopted safety manual. Skill in the accurate collection and recording of operational data; skill in compiling data from various sources to determine equipment compatibility; skill in troubleshooting computer malfunctions. Ability to learn general nomenclature and uses of materials and parts used in utility operation, construction and maintenance; ability to learn basic computer procedures used in organizing and maintaining records and reports; ability to operate computer hardware and software; ability to make decisions within established policies and procedures; ability to operate automobiles, pickup trucks, dump trucks, and vans to pick up and deliver materials and equipment; operates forklift/overhead crane to place and remove inventory from trucks and warehouse shelves. Must be at least eighteen years of age.

Education

High school diploma or GED; completion of college courses in accounting, bookkeeping, computer applications, or a related field or equivalent education; and one year of experience in materials management and/or inventory control.

Immediate Supervisor

Under the direct supervision of the Assistant Office Manager and the Accounting and Finance Manager.

PAYROLL CLERK / PURCHASING AGENT

Description of Work

Acts as the key employee serving as payroll clerk and purchasing agent.

Responsible for employee payroll and pension plan accounting. Responsible for customer deposit accounting and reconciliation. Interacts with customers, receiving cash, taking service orders, trouble calls, explaining utility bills and providing excellent customer service. Assists with general ledger and utility billing functions including accounts receivable and preparation of daily bank deposits.

Works with the various departments of the utility for material acquisition. Maintains records and prepares reports regarding material, processes meter/work/service orders, accumulates the cost on work projects, maintains equipment/vehicle maintenance records. Serves as dispatcher.

Essential Job Functions

1. Ability to report to work and work the required number of hours.
2. Must be able to perform mathematical calculations, operate a variety of general office equipment including but not limited to computers and peripheral equipment, telephone system and two-way radios.
3. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
4. Capable of deep analytical thinking and able to solve problems creatively.
5. Excellent oral and written communications skills are required.
6. Ability to perform physical activities including - reaching, sufficient range of finger motion for keyboard entry, grasping, talking, hearing, stooping, kneeling, standing, walking, pushing, pulling, and repetitive motion.
7. Adequate eyesight and hearing are required (the minimum standard for use with work dealing largely with preparing and analyzing data and figures, accounting, transcription, computer data entry, extensive reading, visual inspection involving small defects on parts, use of measurement devices, etc.)
8. Ability to access all locations where equipment operation is required.
9. Ability to act calmly in emergency situations.
10. This position is subject to emergency response in the event of utility outages or emergencies.
11. Ability to perform CPR and administer first aid.
12. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.
13. All employees hired to are on a six-month probationary period.
14. The employee's residence must conform with the BPW residency requirement.

Duties and Examples of Work

Prepares semi-monthly payroll (includes working with supervisors and management concerning proper over-time, shift differential pay, pay scale advancement, and cost allocation between all utilities). Prepares semi-monthly/monthly/quarterly/yearly payroll reports (including W2s). Responsible for recording pension contributions through payroll as well as receiving, recording, and issuing quarterly pension reports.

Responsible for maintaining customer deposit records (including good pay records, letters-of-credit information, etc.). Records material distribution and customer charges (includes verifying proper cost accounting). Prepares monthly sales tax report applicable to customer sales / accounts receivable. Prepares monthly outage report. Prepares monthly free service report for the City of Auburn.

Works with customers and other employees to obtain accurate billing information as well as property locations and dates/times for installing and removing meters. Provides and explains policy information to customers. Assists customers in identifying sources of high consumption. Provides conservation, rebate, and marketing information to customers.

Initiates requisitions for inventory material; establishes reorder points and inventory levels for inventory material as determined by the department managers; maintains inventory activity and records; reconciles discrepancies between computer quantity and physical count; prepares monthly inventory reports and yearend inventory documents for auditor review; balances inventory monthly with the general ledger; audits and routes invoices of purchase orders for signatures; handles accounts payable coding and entry for invoices involving purchase orders or service center activity, as well as use tax calculation; works to resolve inventory problems or obtain product information; strives to help reduce cost of materials ordered and freight charges; reviews or researches product catalogs for requested materials or alternate bid materials; lifts incoming and outgoing objects weighing up to 40 pounds; operates vehicles/equipment (as listed in Qualifications below) necessary to pick up and deliver materials & equipment and to place & remove inventory from trucks and warehouse shelves.

Evaluate suppliers on the basis of the price, quality, and speed of delivery of their products and services.

Assigns and/or initiates meter/service/work orders; allocates and maintains costs regarding service/work orders and projects; maintains project management database.

Answers telephone and performs dispatch duties; uses database software, two-way radios; reads a variety of printed materials and uses a variety of safety equipment.

Maintains meter and transformer records and provides the key interface between the utility outside operation and the customer accounting system. Acts as the utilities coordinator with the statewide one call underground location system. Also acts as the utilities central contact with customers for operations issues in the absence of the appropriate department manager.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Environmental Conditions

The work is performed inside and/or outside and includes being exposed to mechanical hazards, chemical hazards and oils.

Qualifications

Knowledge of advanced accounting and bookkeeping procedures and knowledge of purchasing and billing procedures; knowledge of transportation and freight systems; knowledge of inventory management and warehouse operations; knowledge of all safety rules as stated in the adopted safety manual. Skill in the accurate collection and recording of operational data, compiling data from various sources to determine equipment compatibility, and troubleshooting computer malfunctions. Ability to learn general nomenclature and uses of materials and parts used in utility operation, construction and

maintenance; ability to learn basic computer procedures used in organizing and maintaining records and reports; ability to operate computer hardware and software; ability to make decisions within established policies and procedures; ability to operate automobiles, pickup trucks, dump trucks, and vans to pick up and deliver materials and equipment; operates forklift/overhead crane to place and remove inventory from trucks and warehouse shelves.

Education and Training

Bachelor's degree in business administration or accounting or equivalent job experience in Purchasing or related field or an equivalent combination of education and experience required.

Immediate Supervisor

Under the direct supervision of the Accounting and Finance Manager and the General Manager.

GENERAL SERVICE TECHNICIAN

Description of Work

Reads electric and water meters and records volume used by residential and commercial consumers to obtain information used in preparing bills. Performs a variety of unskilled manual labor in the construction and maintenance of the electric, water, and sewer systems; this position may also be responsible for performing physical inventories and the maintenance of BPW properties.

Essential Job Functions

1. Good dexterity and the ability to use both hands above the head for extended periods and various other positions for line and hardware manipulation.
2. Performs routine maintenance and repairs of plant equipment and distribution, production, and collection system.
3. Performs reporting, recordkeeping, and mathematical calculations, and communicates with management, co-workers, and the public in English, orally, electronically, and in writing.
4. Uses hand tools, calculators, keyboards, and laboratory equipment, and manipulates machinery.
5. Handles materials which may require repetitive lifting of up to one hundred (100) pounds.
6. Climbs and works off ladders and aerial lifts while doing equipment maintenance.
7. Performs tasks while wearing appropriate personal protective equipment, such as safety shoes, goggles, gloves, aprons, etc.
8. Demonstrates a good work ethic, including a willingness to perform job place tasks and to assist co-workers without redundant directive.
9. Establishes and maintains effective, harmonious, cooperative, and productive working relationships with supervisors, co-workers, and the public.
10. Ability to operate a backhoe/loader and other heavy equipment.
11. Lift fifty (50) pounds to chest height.
12. Eyesight adequate to accurately read gauges and dials.
13. Ability to report to work and work the required number of hours.
14. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
15. Capable of deep analytical thinking and able to solve problems creatively.
16. Excellent oral and written communications skills are required.
17. Ability to access all locations where equipment operation is required.
18. Ability to act calmly and take charge in emergency situations.
19. Will be required to pull On Call Duty which may require employee to work evening, night, weekend, and/or holiday hours for Water / Wastewater, and Electrical Departments.
20. This position is subject to emergency response in the event of utility outages or emergencies.
21. Ability to perform CPR and administer first aid including pole top rescue techniques.
22. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.
23. All employees hired are on a six-month probationary period.
24. The employee's residence must conform to the BPW residency requirement.

Duties and Examples of Work

Walks or drives truck over established route and takes readings of meter dials; records meter reading in handheld meter readers; notes readings which appear low or high and reports need for tests; inspects meters and connections for defects, damage, and unauthorized connections; reports the need for repairs when malfunctioning is observed for necessary action by servicing department; performs general maintenance.

Assists in backfill and tamping of trenches; removes excavation materials over broken water mains, sewer and services; assists in tapping water service lines and electrical underground installations; and performs connection and disconnection services for all utility customers; performs minor maintenance on water and electrical meters; drives maintenance truck; maintains all tools and equipment assigned to the truck; records meter number and meter reading when required; assists in the maintenance and construction of the distribution and collection systems.

Ability to catalog and inspect parts utilized in the utility industry for physical inventory purposes.

Ability to perform normal facility, property, and vehicle maintenance duties with limited supervision.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

General knowledge of the working of electric, water and electric systems is required; skill in operating appropriate test equipment and hand tools is required. Must be at least eighteen years old.

A preemployment physical, Background Check and Drug Test will be required.

Education

Graduation from high school is required.

Immediate Supervisor

Under the direct supervision of supervisor(s) over duties being performed.

LINE TECHNICIAN - APPRENTICE

Description of Work

Under immediate supervision, performs limited unskilled work leading to the position of Line Technician Second Class. Responsible for assistance in performing tasks involving construction, maintenance and operation of the entire electrical transmission and distribution system as well as electrical wiring and equipment maintenance for all city facilities. Involves exposure to secondary voltages only.

Essential Job Functions

1. Must be able to climb and descend poles safely.
2. Good dexterity and the ability to use both hands above the head for extended periods and various other positions for line and hardware manipulation.
3. Ability to use all tools required for overhead and underground line work.
4. Performs routine maintenance and repairs of plant equipment and distribution, production, and collection system.
5. Performs reporting, recordkeeping, and mathematical calculations, and communicates with management, co-workers, and the public in English, orally, electronically, and in writing.
6. Uses hand tools, calculators, keyboards, and laboratory equipment, and manipulates machinery.
7. Handles materials which may require repetitive lifting of up to one hundred (100) pounds.
8. Climbs and works off ladders and aerial lifts while doing equipment maintenance.
9. Performs tasks while wearing appropriate personal protective equipment, such as safety shoes, goggles, gloves, aprons, etc.
10. Demonstrates a good work ethic, including a willingness to perform job place tasks and to assist co-workers without redundant directive.
11. Establishes and maintains effective, harmonious, cooperative, and productive working relationships with supervisors, co-workers, and the public.
12. Ability to operate a backhoe/loader and other heavy equipment.
13. Lift fifty (50) pounds to chest height.
14. Eyesight adequate to accurately read gauges and dials.
15. Ability to report to work and work the required number of hours.
16. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
17. Capable of deep analytical thinking and able to solve problems creatively.
18. Excellent oral and written communications skills are required.
19. Ability to access all locations where equipment operation is required.
20. Ability to act calmly and take charge in emergency situations.
21. Will be required to pull On Call Duty which may require employee to work evening, night, weekend, and/or holiday hours for Water / Wastewater, and Electrical Departments.
22. This position is subject to emergency response in the event of utility outages or emergencies.
23. Ability to perform CPR and administer first aid including pole top rescue techniques.
24. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.

25. All employees hired to be on a six-month probationary period.
26. The employee's residence must conform to the BPW residency requirement.

Duties and Examples of Work

Learns methods, use of materials and tools for construction, maintenance and operation of electrical equipment used in both overhead and underground systems. Reports problems immediately to his/her supervisor.

Learn proper pole climbing techniques and learns to perform work confidently and safely at moderate heights. Learn elementary electrical theory and safety procedures. Learns proper use and care of personal protective equipment, tools, and power-operated equipment. Learns to work closely with others to perform specific tasks. Learns to work skillfully in all types of weather and working conditions.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

At least one year of construction or electrical experience is required. Formal education may be substituted for experience. Ability to establish and maintain an effective working relationship with other employees and customers. Must be at least eighteen years old.

Education

Graduation from high school is required. Graduation from an accredited technical school Line Technician Program or course work in electrical theory is desirable.

Immediate Supervisor

Under the direct supervision of the Line Technician Supervisor or, in their absence, the Lead Line Technician.

LINE TECHNICIAN - FIRST CLASS

Description of Work

Performs skills at the journeyman level with a high degree of responsibility involving construction, maintenance and operation of the entire electrical transmission and distribution system as well as electrical wiring and equipment maintenance for all city facilities. Requires frequent exposure to high voltage lines and equipment.

Essential Job Functions

1. Must be able to climb and descend poles safely.
2. Good dexterity and the ability to use both hands above the head for extended periods and various other positions for line and hardware manipulation.
3. Ability to use all tools required for overhead and underground line work.
4. Performs routine maintenance and repairs of plant equipment and distribution, production, and collection system.
5. Performs reporting, recordkeeping, and mathematical calculations, and communicates with management, co-workers, and the public in English, orally, electronically, and in writing.
6. Uses hand tools, calculators, keyboards, and laboratory equipment, and manipulates machinery.
7. Handles materials which may require repetitive lifting of up to one hundred (100) pounds.
8. Climbs and works off ladders and aerial lifts while doing equipment maintenance.
9. Performs tasks while wearing appropriate personal protective equipment, such as safety shoes, goggles, gloves, aprons, etc.
10. Demonstrates a good work ethic, including a willingness to perform job place tasks and to assist co-workers without redundant directive.
11. Establishes and maintains effective, harmonious, cooperative, and productive working relationships with supervisors, co-workers, and the public.
12. Ability to operate a backhoe/loader and other heavy equipment.
13. Lift fifty (50) pounds to chest height.
14. Eyesight adequate to accurately read gauges and dials.
15. Ability to report to work and work the required number of hours.
16. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
17. Capable of deep analytical thinking and able to solve problems creatively.
18. Excellent oral and written communications skills are required.
19. Ability to access all locations where equipment operation is required.
20. Ability to act calmly and take charge in emergency situations.
21. Will be required to pull On Call Duty which may require employee to work evening, night, weekend, and/or holiday hours for Water / Wastewater, and Electrical Departments.
22. This position is subject to emergency response in the event of utility outages or emergencies.
23. Ability to perform CPR and administer first aid including pole top rescue techniques.
24. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment
25. All employees are hired to be on a six-month probationary period.

26. The employee's residence must conform to the BPW residency requirement.

Duties and Examples of Work

Continually strives to improve electric service, safety for the general public, and employee safety.

Skilled at the methods, use of material and tools for construction, maintenance and operation of electrical equipment used in both underground and overhead systems. Is skilled at pole climbing techniques and can perform work confidently and safely at all necessary heights. Very knowledgeable regarding electrical theory, safety procedures, and troubleshooting techniques. Skilled at the proper use, care, testing, and maintenance requirements of personal protective equipment, tools, and power operated equipment. Works well with others and is able to work skillfully in all types of weather and working conditions. Ability to take charge of any electrical problem during non-business hours to ascertain if the capabilities of the assembled resources are sufficient to safely take appropriate action or determine what other resources are necessary.

Conducts tail-gate sessions with less skilled personnel, in the absence of the Line Technician Supervisor or Lead Line Technician, before performing tasks to make certain each person knows his/her assignment and can execute it safely. Able to install instrument transformer metering safely. Ability to properly operate all substation, transmission, and special equipment such as circuit breakers, load tap changing transformers, switches, capacitors, reclosers, regulators, etc. Knowledgeable of the requirements of the National Electrical Safety Code.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

Must have achieved the highest Line Apprentice pay scale grade or have demonstrated equivalent experience. Ability to establish and maintain an effective working relationship with other employees and customers. Must be at least eighteen years old.

Education

Graduation from high school is required. Graduation from an accredited technical school Line Technician Program or course work in electrical theory is desirable.

Immediate Supervisor

Under the direct supervision of the Line Technician Supervisor or, in their absence, the Lead Line Technician.

LEAD LINE TECHNICIAN

Description of Work

Performs skills at the journeyman level with a high degree of responsibility involving construction, maintenance and operation of the entire electrical transmission and distribution system as well as electrical wiring and equipment maintenance for all city facilities. Requires frequent exposure to high voltage lines and equipment.

Supervises employees assigned to assist him/her in jobs to ensure adequate productivity in a safe work environment.

Essential Job Functions

1. Must be able to climb and descend poles safely.
2. Good dexterity and the ability to use both hands above the head for extended periods and various other positions for line and hardware manipulation.
3. Ability to use all tools required for overhead and underground line work.
4. Performs routine maintenance and repairs of plant equipment and distribution, production, and collection system.
5. Performs reporting, recordkeeping, and mathematical calculations, and communicates with management, co-workers, and the public in English, orally, electronically, and in writing.
6. Uses hand tools, calculators, keyboards and laboratory equipment, and manipulates machinery.
7. Handles materials which may require repetitive lifting of up to one hundred (100) pounds.
8. Climbs and works off ladders and aerial lifts while doing equipment maintenance.
9. Performs tasks while wearing appropriate personal protective equipment, such as safety shoes, goggles, gloves, aprons, etc.
10. Demonstrates a good work ethic, including a willingness to perform job place tasks and to assist co-workers without redundant directive.
11. Establishes and maintains effective, harmonious, cooperative, and productive working relationships with supervisors, co-workers, and the public.
12. Ability to operate a backhoe/loader and other heavy equipment.
13. Lift fifty (50) pounds to chest height.
14. Eyesight adequate to accurately read gauges and dials.
15. Ability to report to work and work the required number of hours.
16. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
17. Capable of deep analytical thinking and able to solve problems creatively.
18. Excellent oral and written communications skills are required.
19. Ability to access all locations where equipment operation is required.
20. Ability to act calmly and take charge in emergency situations.
21. Will be required to pull On Call Duty which may require employee to work evening, night, weekend, and/or holiday hours for Water / Wastewater, and Electrical Departments.
22. This position is subject to emergency response in the event of utility outages or emergencies.
23. Ability to perform CPR and administer first aid including pole top rescue techniques.

24. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.
25. All employees hired to be on a six-month probationary period.
26. The employee's residence must conform to the BPW residency requirement.

Duties and Examples of Work

Continually strives to improve electric service, safety for the general public, employee safety, and productivity. Reports problems which cannot be immediately solved to his/her supervisor.

Skilled at the methods, use of material and tools for construction, maintenance and operation of electrical equipment used in both underground and overhead systems. Makes recommendations to the General Manager and Line Technician Supervisor for short-term and long-term changes or improvements regarding electric service, safety for the general public, employee safety, productivity, materials, tools, and equipment. Is skilled at pole climbing techniques and can perform work confidently and safely at all necessary heights. Very knowledgeable regarding electrical theory, safety procedures and trouble-shooting techniques. Skilled at the proper use, care, testing, and maintenance requirements of personal protective equipment, tools, and power operated equipment. Works well with others and is able to work skillfully in all types of weather and working conditions. Ability to take charge of any electrical problem during non-business hours to ascertain if the capabilities of the assembled resources are sufficient to safely take appropriate action or determine what other resources are necessary.

Conducts tail-gate sessions with less skilled personnel before performing tasks to make certain each person knows his/her assignment and can execute it safely. Able to install and trouble shoot instrument transformer metering safely. Ability to properly operate and trouble shoot all substation, transmission, and special equipment such as circuit breakers, load tap changing transformers, switches, capacitors, reclosures, regulators, etc. Very knowledgeable of the requirements of the National Electrical Safety Code and NEC. Able to design minor overhead and underground line extensions.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

Must have achieved the highest Line Technician First Class pay scale grade or have demonstrated equivalent experience including at least ten years' experience as a Line Technician, where at least five years were at the First Class or Journeyman Level performing skilled duties at a level of at least 7000 Volts to ground. Ability to supervise others and to establish and maintain an effective working relationship with subordinates, other employees, and customers. Must be at least eighteen years.

Education

Graduation from high school is required. Graduation from an accredited technical school Line Technician Program or course work in electrical theory is desirable.

Immediate Supervisor

Under the direct supervision of the Line Technician Supervisor and the General Manager.

LINE TECHNICIAN – SUPERVISOR

Description of Work

Performs skills at the journeyman level with a high degree of responsibility involving construction, maintenance and operation of the entire electrical transmission and distribution system as well as electrical wiring and equipment maintenance for all city facilities. Requires frequent exposure to high voltage lines and equipment.

Supervises and trains the crew of Line Technicians to ensure adequate productivity in a safe work environment. When other Line Technician First Class personnel are working independently, they only supervise the crew for their own job.

Essential Job Functions

1. Must be able to climb and descend poles safely.
2. Good dexterity and the ability to use both hands above the head for extended periods and various other positions for line and hardware manipulation.
3. Ability to use all tools required for overhead and underground line work.
4. Performs routine maintenance and repairs of plant equipment and distribution, production, and collection system.
5. Performs reporting, recordkeeping, and mathematical calculations, and communicates with management, co-workers, and the public in English, orally, electronically, and in writing.
6. Uses hand tools, calculators, keyboards, and laboratory equipment, and manipulates machinery.
7. Handles materials which may require repetitive lifting of up to one hundred (100) pounds.
8. Climbs and works off ladders and aerial lifts while doing equipment maintenance.
9. Performs tasks while wearing appropriate personal protective equipment, such as safety shoes, goggles, gloves, aprons, etc.
10. Demonstrates a good work ethic, including a willingness to perform job place tasks and to assist co-workers without redundant directive.
11. Establishes and maintains effective, harmonious, cooperative, and productive working relationships with supervisors, co-workers, and the public.
12. Ability to operate a backhoe/loader and other heavy equipment.
13. Lift fifty (50) pounds to chest height.
14. Eyesight adequate to accurately read gauges and dials.
15. Ability to report to work and work the required number of hours.
16. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
17. Capable of deep analytical thinking and able to solve problems creatively.
18. Excellent oral and written communications skills are required.
19. Ability to access all locations where equipment operation is required.
20. Ability to act calmly and take charge in emergency situations.
21. Will be required to pull On Call Duty which may require employee to work evening, night, weekend, and/or holiday hours for Water / Wastewater, and Electrical Departments.
22. This position is subject to emergency response in the event of utility outages or emergencies.

23. Ability to perform CPR and administer first aid including pole top rescue techniques.
24. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.
25. All employees hired to be on a six-month probationary period.
26. The employee's residence must conform to the BPW residency requirement.

Duties and Examples of Work

Continually strives to improve electric service, safety for the general public, employee safety, and productivity. Reports problems which cannot be immediately solved to his/her supervisor.

Skilled at the methods, use of material and tools for construction, maintenance and operation of electrical equipment used in both underground and overhead systems. Makes recommendations to the General Manager for short-term and long-term changes or improvements regarding electric service, safety for the general public, employee safety, productivity, materials, tools, and equipment. Is skilled at pole climbing techniques and can perform work confidently and safely at all necessary heights. Very knowledgeable regarding electrical theory, safety procedures and trouble-shooting techniques. Skilled at the proper use, care, testing, and maintenance requirements of personal protective equipment, tools, and power operated equipment. Works well with others and is able to work skillfully in all types of weather and working conditions. Ability to take charge of any electrical problem during non-business hours to ascertain if the capabilities of the assembled resources are sufficient to safely take appropriate action or determine what other resources are necessary.

Conducts tail-gate sessions with less skilled personnel before performing tasks to make certain each person knows their assignment and can execute it safely. Able to install and trouble shoot instrument transformer metering safely. Ability to properly operate and trouble shoot all substation, transmission, and special equipment such as circuit breakers, load tap changing transformers, switches, capacitors, reclosers, regulators, etc. Very knowledgeable of the requirements of the National Electrical Safety Code and NEC. Able to design minor overhead and underground line extensions.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

Must have achieved the highest Line Technician First Class pay scale grade or have demonstrated equivalent experience including at least ten years' experience as a Line Technician, where at least five years were at the First Class or Journeyman Level performing skilled duties at a level of at least 7000 Volts to ground. Ability to supervise others and to establish and maintain an effective working relationship with subordinates, other employees, and customers. Must be at least eighteen years old.

Education

Graduation from high school is required. Graduation from an accredited technical school Line Technician Program or course work in electrical theory is desirable.

Immediate Supervisor

Under the direct supervision of the Electric Operations Manager.

ENGINEERING TECHNICIAN

Description of Work

Develop and maintain a complete state-of-the-art mapping and Graphical Information System (GIS) for the entire Electric, Water and Wastewater Systems. Maintain, update and improve the existing backbone utility maps for all three utilities. Develop engineering standards for the three utilities and perform engineering staking functions for all three utilities.

Essential Job Functions

1. Ability to report to work and work the required number of hours.
2. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
3. Capable of deep analytical thinking and able to solve problems creatively.
4. Excellent oral and written communications skills are required.
5. Ability to perform physical activities including - reaching, sufficient range of finger motion for keyboard entry, grasping, talking, hearing, stooping, kneeling, standing, walking, pushing, pulling, and repetitive motion.
6. Adequate eyesight and hearing are required (the minimum standard for use with work dealing largely with preparing and analyzing data and figures, accounting, transcription, computer data entry, extensive reading, visual inspection involving small defects on parts, use of measurement devices, etc.)
7. Ability to access all locations where equipment operation is required.
8. Ability to act calmly and take charge in emergency situations.
9. Ability to work indoors and outdoors in extreme weather conditions and locations.
10. This position is subject to emergency response in the event of utility outages or emergencies.
11. Ability to perform CPR and administer first aid.
12. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.

Duties and Examples of Work

Develop computerized maps for detailed areas showing the entire utility system to scale along with Board of Public Works water and electric service lines, buildings, etc. Using GIS, develop replacement systems for existing files such as transformers, valves, and fire hydrants. Implement methods to make all mapping GIS and construction drawings available to field personnel and provide training to personnel as necessary. Organize and maintain a system of construction drawings for utility, city, road and customer locations.

Complete Diggers Hotline locate requests for the entire utility system (Electric, Water, Wastewater, and villages as required).

Work with Departments to manage SCADA software and any necessary software for feeder relays, voltage regulators, capacitor controls, voltage regulators, etc. Maintain variable frequency drives at all wells. Assist Water and Wastewater departments with issues with SCADA at the water and wastewater treatment plants.

Obtain utility easements from property owners as necessary. Easements are then filed with the County Clerk's office at the Courthouse. Work with the General Manager and City Building Inspector to insure that property owners are observing the utility easements.

Manage rebate program for heat pumps, water heaters, lighting, attic insulation and other incentives. This includes educating dealers to ensure proper procedures are followed and paperwork is submitted completely and accurately. Also includes working with NPPD to ensure the program is up to date and all refunds have been received.

Consult with Management and the Purchasing Agent to develop and maintain the best engineering standards for the utility.

Stake utility projects using surveying techniques when requested by management. Interface with customers, builders, electricians and plumbers regarding the approximate location and depths of utilities to facilitate construction projects.

Perform yearly thermal infrared inspection of Electrical Distribution System.

Work with outside parties on joint venture projects.

Assign addresses within the City Limits of Auburn. Work with the Office Staff and Emergency Management Director to obtain rural addresses.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

Must have general knowledge of utility operation and experience with computer equipment. Experience with computer aided drafting (CAD), GIS and complex computerized equipment such as plotters would be helpful.

Must be at least 18 years old.

Education

Graduation from high school and a technical school diploma or associate degree in CAD, surveying, computer networking or electronic technology required.

Special Requirements

1. All employees hired are on a six-month probationary period.
2. Possession of a valid driver's license.
3. Subject to call.
4. Must have a telephone.
5. The employee's residence must conform to BPW policy.

Immediate Supervisor

Under the direct supervision of the General Manager.

IT SPECIALIST / ENGINEERING TECHNICIAN

Description of Work

Serve as Administrator for the BPW IT system, including working directly with the BPW 3rd party IT management company. Manages all computer assets and communications with central office servers. Administers wireless networks at central office, water and wastewater facilities. Develop and maintain mapping and GIS for Electric, Water and Wastewater systems. Perform engineering staking functions including locates for all three utilities.

Essential Job Functions

1. Ability to report to work and work the required number of hours.
2. Must be able to maintain efficient organization and be able to prioritize so that work can be completed in a timely manner.
3. Capable of deep analytical thinking and able to solve problems creatively.
4. Excellent oral and written communication skills are essential.
5. Ability to perform physical activities including – reaching grasping, stooping, kneeling, standing, walking, pushing, pulling, lifting and repetitive motion.
6. Ability to act calmly, make decisions and take charge in emergency situations.
7. Ability to work indoors and outdoors in extreme weather conditions and locations.
8. This position is subject to emergency response in the event of utility outages or emergencies.
9. Possess and maintain a valid driver's license; with a type B Nebraska Commercial Driver's License and required endorsements within six months of employment.

Duties and Examples of Work

Manage all aspects of Information Technology (IT) at the BPW local level including but not limited to: set up PC's and laptops connecting to BPW network, network and email accounts, SCADA systems for all utilities, spam server management, software installation and upgrades, maintain all UPS backup units, set up and troubleshoot radios for the BPW well radio network.

Acts as liaison with software and hardware vendors for problem resolution; assists in developing specifications for computer hardware and software purchases; ensures legality of installed software; keeps current on developments and trends in computer systems.

Develop computerized maps for detailed areas showing the entire utility system to scale. Using GIS, develop replacement systems for existing files such as transformers, valves, and fire hydrants. Implement methods to make all mapping GIS and construction drawings available to field personnel and provide training as necessary.

Complete Diggers Hotline (811) locate requests for the entire utility system (Electric, Water, Wastewater, and villages as required).

Obtain utility easements from property owners as necessary. File easements with the County Clerk's office at the Courthouse.

Stake utility projects using surveying techniques when requested by management. Interface with customers, builders, electricians and plumbers regarding the approximate location and depths of utilities to facilitate construction projects.

Other duties as assigned.

Qualifications

Must have extensive knowledge of information technology processes and operations. General knowledge of utility operation and surveying.

Education

Graduation from high school and a technical school diploma or associate degree in information technology, computer networking or electronic technology, or any combination of education and experience that would provide the skills necessary to perform the job duties.

Special Requirements

1. All employees hired to be on a six-month probationary period.
2. Possess and maintain a valid driver's license.
3. Subject to call out.
4. Employee's residence must conform to BPW policy.

GENERAL SERVICE TECHNICIAN - POWER PLANT APPRENTICE

Description of Work

Under supervision, completely responsible for the safe and efficient operation of the utilities of the entire electric generating station as well as monitoring and control of the electric, water, and wastewater systems. Also assists with plant maintenance and providing dispatching duties during non-business hours. Shift work may be required.

Essential Job Functions

1. Becoming skilled in safe operation of all power plant electrical and mechanical equipment.
2. Able to access all plant locations where equipment operation is required.
3. Good dexterity and the ability to use both hands above the head for extended periods and various other positions for line and hardware manipulation.
4. Learn to perform routine maintenance and repairs of plant equipment and distribution, production, and collection system.
5. Learn to perform reporting, recordkeeping, and mathematical calculations, and communicates with management, co-workers, and the public in English, orally, electronically, and in writing.
6. Uses hand tools, calculators, keyboards and laboratory equipment, and manipulates machinery.
7. Handles materials which may require repetitive lifting of up to one hundred (100) pounds.
8. Climbs and works off ladders and aerial lifts while doing equipment maintenance.
9. Performs tasks while wearing appropriate personal protective equipment, such as safety shoes, goggles, gloves, aprons, etc.
10. Demonstrates a good work ethic, including a willingness to perform job place tasks and to assist co-workers without redundant directive.
11. Establishes and maintains effective, harmonious, cooperative, and productive working relationships with supervisors, co-workers, and the public.
12. Ability to operate a backhoe/loader and other heavy equipment.
13. Lift fifty (50) pounds to chest height.
14. Eyesight adequate to accurately read gauges and dials.
15. Ability to report to work and work the required number of hours.
16. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
17. Capable of deep analytical thinking and able to solve problems creatively.
18. Excellent oral and written communications skills are required.
19. Ability to act calmly and take charge in emergency situations.
20. Will be required to pull On Call Duty which may require employee to work evening, night, weekend, and/or holiday hours for Water / Wastewater, and Electrical Departments.
21. This position is subject to emergency response in the event of utility outages or emergencies.
22. Ability to perform CPR and administer first aid including pole top rescue techniques.
23. Possession of a valid driver's license; all employees except office staff must obtain a valid type B Nebraska Commercial Driver's License and any required endorsements within six months of employment.

24. All employees are hired to be on a six-month probationary period.
25. The employee's residence must conform to the BPW residency requirement.

Duties and Examples of Work

This position is an apprentice position designed to provide training to become a Power Plant Operator.

Continually strives to learn to maintain and improve plant operations and safety by observing instrumentation readings outside normal ranges, fluid leaks, abnormal vibrations, changes in sound, etc. Learning how to always know what equipment is available for power generation and learning to be able to bring the necessary equipment on-line in timely fashion to meet any anticipated load requirements.

Learning to prepare all reports required for a power plant facility including but not limited to: daily reports to NPPD & OPPD, monthly reports to NPPD, OPPD, WAPA, and NDEQ.

Learning to operate the SCADA, open and close breakers, and lockout and reset reclosures.

Learning to perform daily inspections of the power plant facility. Learning to perform monthly inspections of all substations. Learning to perform monthly inspection of station power batteries. Learning to perform monthly start up and running of backup power generators at the Water Treatment Plant and Wastewater Treatment Plant.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

Must achieve a general knowledge of plant control systems, computer equipment, and electrical and mechanical equipment. Must have the ability to establish and maintain an effective working relationship with other employees. Must be able to obtain and maintain all licenses and certifications required to operate the power plant. Must be at least eighteen years old.

Education

Graduation from high school is required. Course work in auto mechanics, electrical or mechanical maintenance, electronic technology, or computer programming is desirable.

Immediate Supervisor

Under the direct supervision of the Electric Operations Manager.

POWER PLANT OPERATOR

Description of Work

Completely responsible for the safe and efficient operation of the utilities entire electric generating station and substation facilities. Assists with all buildings, facilities, substation and power plant repairs and maintenance. Will need to provide dispatching duties during emergencies and non-business hours. Shift work may be required.

Essential Job Functions

1. Skilled in safe operation of all power plant electrical and mechanical equipment.
2. Able to access all plant locations where equipment operation or maintenance is required.
3. Good dexterity and the ability to use both hands above the head for extended periods and various other positions for line and hardware manipulation.
4. Performs routine maintenance and repairs of plant equipment and distribution, production, and collection system.
5. Performs reporting, recordkeeping, mathematical calculations, and communicates with management, co-workers, and the public in English, orally, electronically, and in writing.
6. Uses hand tools, calculators, keyboards, and laboratory equipment, and manipulates machinery.
7. Handles materials which may require repetitive lifting of up to one hundred (100) pounds.
8. Climbs and works off ladders, scaffolding and aerial lifts while doing maintenance.
9. Performs tasks while wearing appropriate personal protective equipment, such as hardhat, safety shoes, goggles, gloves, aprons, etc.
10. Demonstrates a good work ethic, including a willingness to perform job place tasks and to assist co-workers without redundant directive.
11. Establishes and maintains effective, harmonious, cooperative, and productive working relationships with supervisors, co-workers, and the public.
12. Ability to operate a backhoe/loader and other heavy equipment.
13. Lift fifty (50) pounds to chest height.
14. Eyesight adequate to accurately read gauges and dials.
15. Ability to report to work and work the required number of hours.
16. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
17. Capable of deep analytical thinking and able to solve problems creatively.
18. Excellent oral and written communications skills are required.
19. Ability to access all BPW locations where equipment operation or maintenance is required.
20. Ability to act calmly and take charge in emergency situations.
21. Will be required to pull On Call Duty which may require employee to work evening, night, weekend, and/or holiday hours for Water / Wastewater, and Electrical Departments.
22. This position is subject to emergency response in the event of utility outages or emergencies. Ability to perform CPR and administer first aid including pole top rescue techniques.
23. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.

24. All employees hired are on a six-month probationary period.
25. The employee's residence must conform to the BPW residency requirement.

Duties and Examples of Work

Continually strives to maintain and improve plant operations and safety by observing instrumentation readings outside normal ranges, fluid leaks, abnormal vibrations, changes in sound, etc. Always knows what equipment is available for power generation and is able to bring the necessary equipment on-line in a timely fashion to meet any anticipated load requirements.

Ability to prepare all reports required for a power plant facility including but not limited to: daily reports to NPPD & OPPD, monthly reports to NPPD, OPPD, WAPA, and NDEQ.

Ability to operate the SCADA, open and close breakers, and lockout and reset reclosures.

Performs daily inspections of the power plant facility. Performs monthly inspections of all substations. Performs monthly inspection of station power batteries. Performs monthly startup/running test and maintenance of backup power generators at other BPW facilities.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

Must have a general knowledge of power plant control systems, SCADA, computer equipment, electrical and mechanical equipment. Knowledge of electrical flow with the understanding of but not limited to, KW, KWHR, Amps, Voltage, Demand and Power Factor. Ability to establish and maintain an effective working relationship with other employees. Must be able to maintain a Method 9 Opacity Certification, Nebraska Fuel Tank Certification, and a Nebraska CDL License with required endorsements. Must be at least eighteen years old.

Education

Graduation from high school is required. Course work in auto/diesel mechanics, electrical or mechanical maintenance, power plant operation, electronic technology, or computer programming is desirable.

Immediate Supervisor

Under the direct supervision of the Electric Operations Manager.

May be assigned other duties or to other departments as needed.

MECHANIC/RELIEF OPERATOR

Description of Work

Primarily responsible for maintenance and repair of the entire generating station. Works diligently and safely to keep plant availability high and all equipment operating efficiently and safely. Acts as a Power Plant Operator and assumes those duties as assigned.

Essential Job Functions

1. Skilled in safe operation of all power plant electrical and mechanical equipment.
2. Able to access all plant locations where equipment operation is required.
3. Good dexterity and the ability to use both hands above the head for extended periods and various other positions for line and hardware manipulation.
4. Ability to use all tools required for overhead and underground line work production, and collection system.
5. Performs reporting, recordkeeping, and mathematical calculations, and communicates with management, co-workers, and the public in English, orally, electronically, and in writing.
6. Uses hand tools, calculators, keyboards, and laboratory equipment, and manipulates machinery.
7. Handles materials which may require repetitive lifting of up to one hundred (100) pounds.
8. Climbs and works off ladders and aerial lifts while doing equipment maintenance.
9. Performs tasks while wearing appropriate personal protective equipment, such as safety shoes, goggles, gloves, aprons, etc.
10. Demonstrates a good work ethic, including a willingness to perform job place tasks and to assist co-workers without redundant directive.
11. Establishes and maintains effective, harmonious, cooperative, and productive working relationships with supervisors, co-workers, and the public.
12. Ability to operate a backhoe/loader and other heavy equipment.
13. Lift fifty (50) pounds to chest height.
14. Eyesight adequate to accurately read gauges and dials.
15. Ability to report to work and work the required number of hours.
16. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
17. Capable of deep analytical thinking and able to solve problems creatively.
18. Excellent oral and written communications skills are required.
19. Ability to access all locations where equipment operation is required.
20. Ability to act calmly and take charge in emergency situations.
21. Will be required to pull On Call Duty which may require employee to work evening, night, weekend, and/or holiday hours for Water / Wastewater, and Electrical Departments.
22. This position is subject to emergency response in the event of utility outages or emergencies.
23. Ability to perform CPR and administer first aid including pole top rescue techniques.
24. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.
25. All employees hired are on a six-month probationary period.
26. The employee's residence must conform to the BPW residency requirement.

Duties and Examples of Work

Works hand-in-hand with the Production Manager to develop a schedule and procedure for maintenance of all major mechanical and electrical equipment and carries out the maintenance schedule. Keeps detailed records of all maintenance and repair activities. Recommends to the Production Manager the need for major maintenance and overhaul activities. Inform Production Manager when equipment is unavailable and when it is returned to service.

Fabrication and welding of various items for all departments of the BPW. Determines materials needed to complete projects and requests any materials not currently available from the Purchasing Department. Accurately accounts for all items used in the completion of projects for job costing purposes. Maintains tools and equipment of the tool crib and makes recommendations regarding purchase and replacement of tools and equipment.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

Requires at least five years of responsible maintenance experience, preferably as a diesel engine mechanic. Proven skills at fabrication and welding. Formal education may be substituted for experience. Ability to establish and maintain an effective working relationship with other employees. Must be able to obtain a Method 9 Opacity Certification. Must be at least eighteen years old.

Education

Graduation from high school is required. Graduation from an accredited diesel engine technology program is desirable.

Immediate Supervisor

Under the direct supervision of the Electric Operations Manager.

WATER OPERATOR

Description of Work

Responsible for construction, maintenance and operation of the entire water production, treatment, storage, and distribution system; the sanitary sewer collection and lift station system; as well as, plumbing for all City facilities and swimming pool maintenance. Also assists in construction, maintenance, and operation of the Wastewater Treatment Plant.

Essential Job Functions

1. Must be able to climb and descend ladders safely.
2. Good dexterity and the ability to use both hands in various positions including above the head. Ability to bend over and perform work near the feet for extended periods.
3. Ability to use all common hand tools required for water and sanitary sewer work.
4. Adequate eyesight and hearing and an excellent sense of smell are required.
5. Ability to act calmly in emergency situations.
6. Ability to quickly escape confined spaces or areas where chlorine gas is used or stored.
7. Ability to log and interpret instrumentation readings and clearly give and receive both oral and written instructions.
8. Ability to lift sixty pounds.
9. Must be able to perform mathematical calculations similar to those required to obtain a State of Nebraska Grade II Level Water Operator's Certificate.
10. Ability to correctly use a self-contained breathing apparatus.
11. Ability to drive an automobile.
12. Ability to perform first aid and CPR.

Duties and Examples of Work

Continually strives to improve water and sanitary sewer service to customers by maintaining and improving water quality and fire protection, identifying and correcting backflow conditions, reducing water loss, reducing sewer inflow, and improving equipment availability. Employees must work diligently to improve the safety of the general public and fellow employees. Employees must report problems immediately to his/her supervisor.

Water operators will be assigned many of the duties of the General Service Technician. Skilled at the methods, use of materials, chemicals, and tools for construction, maintenance and operation of water and sanitary sewer systems. Very knowledgeable regarding safety procedures, proper use and care of personal protective equipment and power operated equipment. Works well with others and is able to work skillfully in all types of weather and working conditions.

Ability to take charge of any water or sanitary sewer problem during non-business hours to ascertain if the abilities of the assembled resources are sufficient to safely take appropriate action or determine what other resources are necessary. Conducts tail-gate sessions with less skilled personnel in the absence of the Water/Wastewater Manager before performing tasks to make certain each person knows his/her assignment and can execute it safely.

Ability to properly operate all disinfection, filtering, aeration, pumping, storage, and other special equipment required in the operation of the Water Plant. Must have the ability to clean and disinfect any equipment as necessary before placing in service. Routinely performs preventative maintenance to keep equipment downtime low. Immediately inform supervisor of any downward performance trends. Must achieve and maintain knowledge in regard to State of Nebraska regulations and American Water Works Association standards.

Perform other duties as assigned.

Qualifications

Have the ability to establish and maintain an effective working relationship with other employees and customers. The individual must be at least eighteen years old. Position will be based on level of license achieved. See table below.

Water / Wastewater License Requirements			
Water Operator I		Grade IV Water and Grade I Waste Water, CDL	
Water Operator II	Grade III Water and Grade II Wastewater, CDL		
Water Operator III		Grade II Water or Grade III Wastewater, CDL	

Education

Graduation from high school is required. Courses in advanced math and chemistry would be desirable. Certification

Special Requirements

1. All employees are hired to be on a six-month probationary period.
2. Possession of a valid driver's license.
3. Standby call is required.
4. Must have a telephone.
5. The employee's residence must conform to BPW policy.

Immediate Supervisor- Employee is under the direct supervision of the Water/Wastewater Manager.

WATER / WASTEWATER PLANT OPERATOR

Description of Work

The primary function of an employee in this class is to perform skilled operations duties in the operation and maintenance of the water treatment facility and /or the wastewater treatment facility, which would include but not limited to monitoring, operating, adjusting equipment, and maintenance duties. The employee will also be required to assist in the maintenance and repairs of the water and wastewater distribution system.

Essential Job Functions

1. Checks various operational parameters in the plant; reports process and equipment status to a Water Wastewater Manager, makes adjustments as directed.
2. The employee may perform tasks requiring the use of a respirator and/or self-contained breathing apparatus.
3. Collects samples and runs basic laboratory analyses.
4. Makes legible and correct entries in English in logs, charts, and records, both manually and by computer keyboard.
5. Performs routine maintenance and repairs of plant equipment and distribution, production, and collection system.
6. Calibrates and adjusts chemical feeders under the direction of a Water Wastewater Manager.
7. Performs reporting, recordkeeping, and mathematical calculations, and communicates with management, co-workers, and the public in English, orally, electronically, and in writing.
8. Detects and responds to odors and colors indicative of hazardous gases and laboratory test points.
9. Senses by touch and responds to mechanical problems as evidenced by vibration and/or temperature.
10. Detects and responds to alarms and indicators of equipment malfunctions in normal aural range.
11. Uses hand tools, calculators, keyboards, and laboratory equipment, and manipulates machinery.
12. Handles materials which may require repetitive lifting of up to one hundred (100) pounds.
13. Climbs and works off ladders and aerial lifts while doing equipment maintenance.
14. Climbs up and down stairs or ladders while carrying tools, samples and/or equipment weighing as much as thirty (30) pounds.
15. Enters manholes and other confined spaces involving potential biological, chemical, electrical, and/or physical hazards.
16. Performs tasks while wearing appropriate personal protective equipment, such as safety shoes, goggles, gloves, aprons, etc.
17. Demonstrates a good work ethic, including a willingness to perform job place tasks and to assist co-workers without redundant directive.
18. Establishes and maintains effective, harmonious, cooperative, and productive working relationships with supervisors, co-workers, and the public.
19. Ability to operate a backhoe/loader and other heavy equipment.
20. Lift fifty (50) pounds to chest height.
21. Raise and roll a standard manhole cover.
22. Detect colors used to indicate equipment status and test endpoints.
23. Eyesight adequate to accurately read gauges and dials.

24. Ability to report to work and work the required number of hours.
25. Must be able to maintain efficient organization and be able to prioritize so that work can be done in a timely manner.
26. Capable of deep analytical thinking and able to solve problems creatively.
27. Excellent oral and written communications skills are required.
28. Ability to access all locations where equipment operation is required.
29. Ability to act calmly and take charge in emergency situations.
30. Will be required to pull On Call Duty which may require employee to work evening, night, weekend, and/or holiday hours for Water / Wastewater, and Electrical Departments.
31. This position is subject to emergency response in the event of utility outages or emergencies.
32. Ability to perform CPR and administer first aid including pole top rescue techniques.
33. Possession of a valid driver's license; all employees except office staff must obtain a valid type A Nebraska Commercial Driver's License and any required endorsements within eighteen months of employment.
34. All employees hired are on a six-month probationary period.
35. The employee's residence must conform to the BPW residency requirement.

Duties and Examples of Work

In addition to all the duties and the examples of work for the position of Water / Wastewater Technician, the Water / Wastewater Operator makes certain that the Water Treatment Plant and Wastewater Treatment Plant are operating within operational standards and consults with Water / Wastewater Manager on changes, repairs, or other areas of operation of the plants.

Takes all required samples required for the plants and maintains records of the tests and results. If unfavorable results occur, advise the Water / Wastewater Manager on necessary changes to achieve desired results.

Reports problems immediately to their supervisor. Performs other duties as assigned.

Qualifications

State of Nebraska Grade II Water Treatment Plant Operator and Grade III Wastewater Plant Certificate. Must be at least eighteen years old.

Education

Graduation from high school is required. Courses in advanced math and chemistry would be desirable.

Immediate Supervisor

Under the direct supervision of the Water/Wastewater Manager

Wage Schedule for 2023 - 2026

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	1	2	3	4	5	6	7	8	9	10	Percent of Change		
											Year 1	Year 2	Year 3
2023-2026 Wage Scale											105.00%	105.00%	105.00%
Customer Service Specialist													
2023 adjusted	\$17.83	\$18.31	\$18.80	\$19.30	\$19.81	\$20.34	\$20.89	\$21.45	\$22.02	\$22.61			
2024	\$18.73	\$19.23	\$19.74	\$20.27	\$20.81	\$21.37	\$21.94	\$22.52	\$23.13	\$23.74			
2025	\$19.67	\$20.20	\$20.73	\$21.29	\$21.86	\$22.44	\$23.04	\$23.65	\$24.29	\$24.93			
2026	\$20.66	\$21.21	\$21.77	\$22.36	\$22.96	\$23.57	\$24.20	\$24.84	\$25.51	\$26.18			
Utility Billing Clerk													
2023 adjusted	\$19.54	\$20.07	\$20.62	\$21.18	\$21.76	\$22.36	\$22.97	\$23.59	\$24.24	\$24.90			
2024	\$20.52	\$21.08	\$21.66	\$22.25	\$22.86	\$23.48	\$24.12	\$24.78	\$25.46	\$26.15			
2025	\$21.55	\$22.14	\$22.75	\$23.37	\$24.01	\$24.66	\$25.33	\$26.02	\$26.74	\$27.46			
2026	\$22.63	\$23.25	\$23.89	\$24.54	\$25.22	\$25.90	\$26.60	\$27.33	\$28.08	\$28.84			
Utility Management/Customer Administrator													
2023	\$25.04	\$25.72	\$26.43	\$27.15	\$27.89	\$28.65	\$29.43	\$30.24	\$31.06	\$31.91			
2024	\$26.30	\$27.01	\$27.75	\$28.51	\$29.29	\$30.09	\$30.91	\$31.75	\$32.62	\$33.51			
2025	\$27.62	\$28.37	\$29.14	\$29.94	\$30.76	\$31.60	\$32.46	\$33.34	\$34.26	\$35.19			
2026	\$29.01	\$29.79	\$30.60	\$31.44	\$32.30	\$33.18	\$34.09	\$35.01	\$35.98	\$36.95			
Asst Purchasing Agent													
2023 adjusted	\$19.76	\$20.29	\$20.83	\$21.39	\$21.96	\$22.55	\$23.15	\$23.77	\$24.41	\$25.06			
2024	\$20.75	\$21.31	\$21.88	\$22.46	\$23.07	\$23.68	\$24.32	\$24.97	\$25.63	\$26.32			
2025	\$21.79	\$22.38	\$22.98	\$23.59	\$24.23	\$24.87	\$25.54	\$26.22	\$26.92	\$27.64			
2026	\$22.88	\$23.50	\$24.13	\$24.77	\$25.45	\$26.12	\$26.82	\$27.54	\$28.27	\$29.03			
Payroll Clerk/Purchasing Agent													
2023 adjusted	\$25.04	\$25.72	\$26.43	\$27.15	\$27.89	\$28.65	\$29.43	\$30.24	\$31.06	\$31.91			
2024	\$26.30	\$27.01	\$27.75	\$28.51	\$29.29	\$30.09	\$30.91	\$31.75	\$32.62	\$33.51			
2025	\$27.62	\$28.37	\$29.14	\$29.94	\$30.76	\$31.60	\$32.46	\$33.34	\$34.26	\$35.19			
2026	\$29.01	\$29.79	\$30.60	\$31.44	\$32.30	\$33.18	\$34.09	\$35.01	\$35.98	\$36.95			
General Service Technician													
CDL Required within 2 years													
2023 adjusted	\$19.50	\$20.02	\$20.55	\$21.10	\$21.66	\$22.23	\$22.82	\$23.43	\$24.05	\$24.69			
2024	\$20.48	\$21.02	\$21.58	\$22.16	\$22.74	\$23.35	\$23.97	\$24.60	\$25.26	\$25.93			
2025	\$21.51	\$22.08	\$22.66	\$23.27	\$23.88	\$24.52	\$25.17	\$25.83	\$26.53	\$27.23			
2026	\$22.59	\$23.19	\$23.80	\$24.44	\$25.08	\$25.75	\$26.43	\$27.13	\$27.86	\$28.60			
Appr. Line Tech.													
2023 adjusted	\$28.13	\$28.66	\$29.20	\$29.75									
2024	\$29.54	\$30.10	\$30.66	\$31.24									
2025	\$31.02	\$31.61	\$32.20	\$32.81									
2026	\$32.58	\$33.20	\$33.81	\$34.46									
Line Technician													
Graduation from Apprentice Program and possession of a CDL License to be eligible for hire:													
2023 adjusted					\$30.70	\$31.69	\$32.70	\$33.76	\$34.85	\$35.97			
2024					\$32.24	\$33.28	\$34.34	\$35.45	\$36.60	\$37.78			
2025					\$33.86	\$34.95	\$36.06	\$37.23	\$38.43	\$39.64			
2026					\$35.56	\$36.70	\$37.87	\$39.10	\$40.36	\$41.66			
Lead Line Technician													
2023 adjusted	\$35.26												
2024	\$39.12												
2025	\$41.08												
2026	\$43.14												
Line Technician Supervisor													
2023 adjusted	\$37.77												
2024	\$41.76												
2025	\$43.85												
2026	\$46.05												
Engineering Technician													
2023 adjusted	\$28.70	\$29.34	\$29.99	\$30.66	\$31.34	\$32.03	\$32.75	\$33.47	\$34.22	\$34.98			
2024	\$30.14	\$30.81	\$31.49	\$32.19	\$32.91	\$33.64	\$34.39	\$35.15	\$35.93	\$36.73			
2025	\$31.65	\$32.36	\$33.07	\$33.80	\$34.56	\$35.33	\$36.11	\$36.91	\$37.73	\$38.57			
2026	\$33.24	\$33.98	\$34.73	\$35.49	\$36.29	\$37.10	\$37.92	\$38.76	\$39.62	\$40.50			

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BOARD OF PUBLIC WORKS

Auburn, Nebraska



PERSONNEL MANUAL

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

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WELCOME TO THE BOARD OF PUBLIC WORKS!!

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

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

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

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

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

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

I. INTRODUCTION

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

The BPW has entered into a collective bargaining agreement ("CBA") effective January 1, 2021, covering the terms of the bargaining unit employees' wages, and other conditions of employment. For bargaining unit employees, if there are any discrepancies between this Personnel Manual and the CBA, the terms of the CBA shall apply. For non-bargaining unit employees, the terms of the Personnel Manual shall govern.

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

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

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

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

II. EQUAL OPPORTUNITY EMPLOYMENT

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

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

III. HARASSMENT PROHIBITED

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

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

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

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

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

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

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

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

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

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

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

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

IV. DEFINITIONS AND CLASSIFICATIONS

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

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

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

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

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

Exempt/Salaried: All employees who are exempt under the Fair Labor Standards Act (FLSA) are not required to be compensated for any time worked over 40 hours; however, because of the size of the utility and nature of business (storms, call-outs, staff shortages, etc.) the BPW will compensate all employees who are required to work over their normal work hours as follows: Exempt employees who are required to work more than 40 hours in any workweek, will be given compensatory time, at a rate of one and one-half hours for each overtime hour worked. Compensatory time should be taken within the work week it was earned, but no later than the calendar year, and should be scheduled with the General Manager's approval. Compensatory time will not be allowed to accumulate from year to year. Exempt employees do not receive compensatory pay. Exempt employees are paid a defined annual salary, without reductions in pay for any absences of less than a full day, or for any absences of less than a week due to illness (although time off benefits may be applied to any absence). Exempt employees work all hours required to fully and properly perform the job.

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

Compensatory Pay: Compensatory pay shall be paid to the nearest one-quarter hour. When called back to work, compensatory pay shall be a minimum of one hour. When required to work past regular working hours, compensatory time shall be the actual time worked. Shift worker compensatory time is based on scheduled hours worked. Double pay on holidays shall be calculated on "regular" working hours only – all other holiday hours worked will be paid at the regular compensatory rate.

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

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

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

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

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

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

V. WORKING CONDITIONS AND PAYROLL

- A. Workweek:** The workweek is defined as the 7- day period commencing at 12:00:01 A.M. Monday and ending at Midnight Sunday each week. Employees are paid on the 15th day and the last working day of each month. If the 15th or last day falls on a weekend, employees will be paid on the last preceding working day. Hours worked will be paid through the day preceding the date the payroll department enters the timesheets into the computer. Employee pay will be electronically deposited in their bank account.
- B. Hours of Work:** The workweek shall consist of seven (7) consecutive days beginning at 12:00:01 A.M. on Monday and ending on the following Sunday at midnight. The regular workweek will be forty (40) hours per week, consisting of eight (8) consecutive hours worked during five (5) consecutive days, Monday through Friday. The following schedules shall apply:

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

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

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

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

Employees will be granted a fifteen (15) minute break once between starting time and meal break and once between the meal break and quitting time. Employees shall be granted a half ($\frac{1}{2}$) hour meal break. Office staff shall be granted a one-hour meal break and may be granted a half ($\frac{1}{2}$) hour meal break by mutual agreement between the BPW and the employee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Evaluations:

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

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

c. Occasions for Evaluation:

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

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

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

e. Ratings for Appraisal Categories:

Basic ratings shall be utilized, as follows:

1. Clearly Outstanding: Means exemplary performance far exceeding performance criteria.

2. **Exceptional:** Means performance which exceeds the level the supervisor normally expects.
 3. **Satisfactory:** Generally, meets supervisor's expectation on performance criteria.
 4. **Some Deficiencies Evident:** Erratic performance on criteria, falling short of that normally expected and requires remedial attention.
 5. **Unsatisfactory:** Performance which must receive immediate attention. If an employee receives a rating of "Unsatisfactory" for overall performance, that employee must receive another appraisal in 60 days. If the second appraisal also results in an overall rating of "Unsatisfactory," the employee may be dismissed from BPW service.
- f. **Relationship to Discipline:** Performance appraisals are in themselves neutral in character and not disciplinary actions. Their function is to document opinion on performance in a candid way. However, an overall rating of unsatisfactory may result in a re-rating in 60 days. If the second appraisal also results in an overall unsatisfactory appraisal, the employee may be dismissed.
- H. Orientation Period and Wages:** All new employees will be subject to a minimum of a six (6) month orientation period. At the end of the orientation period (or earlier in management's discretion), the employee's work will be reviewed, and a determination will be made regarding the continuation of the employee's employment.
- For non-unit employees, wage scales will be adopted by BPW management from time to time. Upon recommendation of the supervisor or BPW management, and approval by management and the Board, an employee may be granted a discretionary merit increase (amount determined by the Board) for superior accomplishment. Taxes, social security, and other deductions from pay will be made as required by law.
- All dates for scale advancements will be January 1st and/or July 1st of each year; however new employees will still maintain their 6-month orientation period. **Only** after completion of that period will they proceed on scale, except management may negotiate terms in the hiring process. At whatever time they complete the orientation period, they will then begin their second step. The second step may or may not be a 6-month time frame in order to get them to the January/July schedule. Scale advancements are always subject to supervisor approval. Bargaining unit wages are set forth in the CBA.
- I. Payroll Deductions:** Employees may elect to have certain amounts deducted from their paychecks (i.e., tools or equipment purchased from the BPW, bank loans, insurance premiums, etc.) by notifying their supervisor or the office and completing the appropriate authorization form.
- J. Reference Policy:** Except where otherwise required by law, the BPW will only provide the following information on former employees: date of hire, end date of employment, starting and ending salary, starting, and ending job title.

- K. Resignation:** Employment at BPW is "at will," meaning any party may terminate the employment relationship at any time and for any reason, except as outlined in the CBA for bargaining unit employees. Voluntary resignations must be made in writing. Any oral resignations will be treated as leave without approval, unless authorized by the supervising official. Under leave without approval, an employee may be terminated for "job abandonment" after 3 days of leave that has not received prior written approval. If the employee wants their formal records to indicate "voluntary resignation", they must so request in writing to the BPW Manager.
- L. On-Call Policy and Procedure:** Certain employees are designated as "subject to call or standby call".

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

Call duty is alternated. Employees are on call for one week intervals ("call week"). The call week is defined as from 4:00 P.M. on one Monday until 4:00 P.M. the following Monday. Frequency of an employee being on call is determined by the number of employees who are trained to take call. A call schedule shall be posted on a monthly calendar at the Service Center and Power Plant control room.

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

On-call employees need to be within 45 minutes of the Service Center when on call duty and shall be able to respond to the call promptly after they are notified. Employees who are on call are also required to be fit for duty. It is the responsibility of the utility employees who are on call to be able to be contacted by the dispatchers. If employees are away from their home number, employees should contact the dispatcher and notify them the best way they can be contacted. If employees are on a cell phone, contact the dispatcher and let them know.

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

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

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

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

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

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

VI. BENEFITS

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

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

Years of Completed Employment	Vacation Accrual Rate – Per pay period	Vacation Hours Accrued Per Year	Maximum Earned Vacation Hours
1- 5 years	4.35 hrs.	104 hours	128 hours
6-10 years	4.75 hrs.	114 hours	143 hours
11-15 years	6.00 hrs.	144 hours	188 hours
16-19 years	6.84 hrs.	164 hours	218 hours
20-24 years	7.67 hrs.	184 hours	248 hours
25 years +	8.00 hrs.	+ 8 hours per year	248 hours

- Vacation can be taken after 90 days of employment. All vacation leave shall be approved by the employee's supervisor prior to being taken.
- Only employees who continue to be employed in good standing at the time vacation is taken may receive paid vacation benefits.
- Employees may carry over any unused vacation from one year to the next; however, at no time shall the employee have more than the maximum hours in their vacation bank. Employees who reach the maximum are not eligible to earn any additional vacation until the vacation bank is used below the maximum. Any earned but unused vacation time will be paid upon retirement or termination from employment.

Vacations should be scheduled to best fit in with the workload of the BPW and scheduling must be approved by the employee's supervisor.

B. Holidays: Employees receive ten (10) paid holidays per year, as follows:

New Year's Day	The Day after Thanksgiving Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Designated Holiday ⁽¹⁾

⁽¹⁾At the December board meeting each year, the Board shall designate the extra Holiday for the following year; and

If a holiday falls on a Saturday, the prior Friday will be off, or if on Sunday, then the following Monday. Holiday pay is based on an employee's regular working hours.

C. Sick Leave: Employees earn 8 hours of sick leave for each full month worked (maximum 96 hours per year to be used as paid sick leave). Sick leave continues to be earned each month unless an employee is absent for 5 or more days in a month (except for vacation), at that point the hours earned will be prorated according to days worked, i.e.: off 5 days, accrue 6 hours. No sick leave will be earned during time off charged against workers compensation. For drug/alcohol leave of absence see Attachment 2 - Rehabilitation.

Unused sick leave may be carried over each year up to a maximum of 900 hours.

To be eligible to use paid sick leave, employees must notify their supervisor prior to the beginning of their shift, of their need to use sick leave; and may be required, in the discretion of BPW management, to provide a physician's note prior to returning to work. Sick leave may be used only for the actual illness of the employee, or the employee's spouse, child, or parent. Falsification or abuse of sick leave in any way may result in corrective action up to and including discharge from employment.

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

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

E. Faithful Service: Employees shall receive an amount of \$25.00 for each year worked on the first pay period after completion of 120 months of continuous employment. Each year thereafter, if employment is continuous, employees shall receive an additional \$25.00 for each year worked up to 420 months of continuous

employment. Accrual of \$25.00/year shall cease after 420 months. (Example: After 10 years - \$250.00; 35 years - \$875.00; 40 years - \$875.00).

- F. Employee Recognition:** Employees shall receive the following for years of service at the annual Employee Recognition Dinner: 5 Year - \$15.00; 10 Year - \$20.00; 15 Year - \$25.00; 20 Year - \$40.00; 25 Year - \$50.00; 30 Year - \$50.00; 35 Year - \$50.00; 40 Year - \$50.00; 45 Year - \$50.00; 50 Year - \$75.00. Retirement gift shall be governed by the number of years of service but shall not exceed \$250.00.
- G. Overtime Hours:** All time worked by employees over 8 hours per day and 40 hours per work week shall be paid at the rate of time and one half (1.5), with the exception of Holidays, which shall be paid at two (2) times the employees' base hourly rate of pay. Employees shall be allowed to accrue comp time in lieu of payment for overtime hours worked. Comp time shall accrue at a rate of 1.5 hours for each hour of time and one-half hour worked and 2 hours for each hour worked on a Holiday. All time shall be computed for the nearest quarter of an hour. Management shall attempt to distribute overtime hours as equally as possible. Employees shall not be required to take time off to avoid payment of overtime.
- H. Call Back Overtime:** A minimum of two (2) hour pay at overtime rate shall be allowed to all employees who are called back to work after having been released from their regular day's work, however, the on-call employee, if called back prior to normal release on regular workdays, shall not receive the minimum callback hours and shall be paid for actual hours worked. If the call back is less than two (2) hours before the start of their regular work hours, overtime will be for the actual time worked. The Employee shall be paid from the time they are notified to come to work. Employees working past their normal release time will be paid for actual hours worked at overtime rates.
- I. Mutual Aid:** The BPW may require employees to assist other communities as requested in the event of an emergency in that community. Any employee assigned to work during an emergency on the property of another utility shall be compensated at the employee's established rate and all BPW policies shall apply.
- J. On Call Pay:** Utility Employees who are required to pull call duty will be compensated with 7 hours of overtime pay per week. These overtime hours will be paid at 1.5 times their regular pay scale.
 - 1. The BPW Employee who pulls call duty on Friday, Saturday and Sunday and holidays will receive (1) one hour of overtime pay for each of these days referred to as on call pay.
 - 2. Employees that are On-Call or will be On-Call on a Monday holiday will both receive one-hour of overtime pay for each of these days referred to as On Call Pay.
 - 3. Comp-Time cannot be accrued in lieu of on-call pay.
 - 4. All other overtime rules will still apply.

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

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

Eligibility

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

Duration

Family Military Leave under this policy may not exceed thirty (30) days during any period of military service lasting 179 days or longer. The military service period will be measured from the date the person in military service is ordered to report until the end of the deployment pursuant to those orders. Extensions of duty will NOT be considered a new period of military service for purposes of this policy. Eligible employees with a spouse or child who are called up to military service lasting more than 179 days on more than one occasion will receive thirty (30) days of leave for each such period of service. Eligible employees with multiple children called up to military service lasting more than 179 days will receive thirty (30) days of leave for each such child. Leave may be taken on an intermittent or reduced schedule basis but in no event shall leave be taken in increments of less than one day.

Unable/Decline to Return

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

Notice of Leave

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

Regular Reporting

While on Family Military Leave, employees must keep the Human Resources department informed of their plans to return to work. As a general rule, the

employee must contact the Human Resources Department at least once every two (2) weeks; other reporting schedules may be agreed on between the employee and the Human Resources Department based on the employee's individual circumstances. Reasonable notice (at least two business days, and more if possible) is required prior to returning to work on any date other than the originally scheduled return date.

Certification

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

Failure to Provide Notice/Certification

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

Salary/Wages

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

Benefits

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

Return to Work

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

Non-Discrimination

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

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

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

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

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

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

- M. Leave of Absence:** A Full-Time employee may request a leave of absence without pay for personal reasons. Consideration will be given to the employee's personal needs and reasons for requesting the leave of absence, and the staffing requirements of the BPW.

- N. Election Board:** Whenever an employee is required to be absent from work to serve in such a capacity, he/she will be allowed a leave of absence with pay, however, any compensation received for such duty shall be turned over to the BPW. The employee's compensation will be their regular base salary. Employees must provide reasonable notice of their absences when called for jury or election board service, and documentation of pay received for such service. If released from duty during regular working hours, the employee must return to work.

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

- O. Health Insurance:** The BPW provides a group health insurance plan for employees who meet the stated qualifications and conditions of the plan. A portion of the premium is paid by the BPW. Employees will receive a handbook from the insurer explaining the program in detail. By law (known as the "COBRA" law), employees and their covered dependents are entitled to continue their health insurance coverage at their own expense for a period of time, in situations where coverage would otherwise end due to job loss, death, divorce, legal separation, or

loss of dependent status. If one of these events occurs, the office should be notified immediately so that the employee and/or employee's dependents can be provided with additional information and forms.

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

Currently the BPW Health Insurance Plan Deductibles are as follow:

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

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

- P. Flexible Spending Plan:** The BPW will offer to all employees a Flexible Spending Plan for the employee to elect to have pre-tax salary reductions taken from their pay checks for eligible medical expenses as described in the Board of Public Works Flexible Spending Plan Document. Employees who participate in an HSA are not eligible to participate in the Flex Spending Plan.
- Q. Cash in Lieu of Health Insurance:** If an otherwise eligible employee elects, during the employee's initial enrollment or during any subsequent annual open enrollment, to decline coverage under the BPW's group health insurance plan because the employee has obtained coverage elsewhere, the BPW will pay to the employee the cash value of the forgone coverage. For this purpose, "Cash Value" means, 70% of the amount of the monthly employer contribution for single coverage under the BPW's high deductible health plan. Further, the payment amount will be based on the actual individual age-based health insurance premium cost at an amount not to exceed 70% of this cost. The cash value will be paid to the employee for each full month in which the employee remains employed by the BPW. All cash value payments made to an employee pursuant to this policy will be considered taxable wages to the employee and will be subject to retirement contributions and all applicable federal and state income and employment tax withholdings.
- Generally, if any employee declines coverage under the BPW's group health insurance plan, the employee will not be allowed to enroll in the plan until the plan's next open enrollment period. There are, however, certain changes in status events under the group health insurance plan that will qualify an employee to make a mid-year election to enroll in the plan. In the event one of these events occurs and an employee is permitted to enroll in the group health insurance plan midyear, such employee will not be entitled to any cash value under this policy for any month in which the employee is covered by the plan. For questions regarding whether or when an employee is eligible to elect coverage under the group health insurance plan outside of the employee's initial or annual open enrollment period, the employee should contact the plan administrator of the group health insurance plan.

R. Health Savings Account (HSA) Spending Plan: The BPW will offer to all employees who participate in the high deductible health plan an HSA Spending Plan for the employee to elect to have pre-tax salary deductions taken from their pay checks for eligible medical expenses. Employees may participate in the health savings account on the first day of the plan year (January 1) if they participate in the HSA eligible high deductible health plan. Employees may choose to set aside funds, pre-tax, for their own benefit. This reduces employee's taxable wages by any qualified amounts set aside. Qualified expenses under and HSA are generally unreimbursed medical expenses which include medical, dental, and vision care expenses that the employee or employee's family members incur. Employees will receive additional information prior to their eligibility date. The maximum amount of pre-tax deductions for any plan year is determined by the IRS or US Treasury and may be increased from year-to-year for increases in the cost of living. Employees over the age of 55 may be allowed to set aside additional funds depending on IRS or US Treasury Guidelines. This description is a summary only. For more detailed information please contact the Accounting & Finance Manager.

S. Dental: The BPW shall make available group dental insurance to all employees and dependents that shall be paid for by the employee.

T. Vision Insurance: The BPW shall make available group vision insurance to all employees that will be paid for by the BPW. Additional coverage for the spouse and dependents will be paid for by the employee.

U. Long Term Disability Insurance: The BPW provides all full-time and introductory employees with a long-term disability income plan. The plan provides for the payment of benefits in the event of the employee's disability, which extends beyond thirteen (13) weeks. The specific provisions of the long-term disability income plan will be according to the specifications of the plan. Participation in this plan is mandatory, with 100% of the cost paid for by the BPW. Long Term disability payments are made only to employees that are no longer on the BPW's payroll.

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

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

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

W. Pension Plan: Employees who perform at least one thousand (1,000) hours of service in the 12-month period commencing on the date of hire and anniversaries thereof, who make the required contributions, and who meet other requirements

detailed more fully in the Plan document, are eligible to participate in the pension plan, and to receive employer contributions in addition to their own contributions. Notification will be provided to each employee when they are eligible to join the pension plan, or before upon request. A "Plan Summary" will be provided to all participants in the plan and is available upon request to any interested party. Details concerning eligibility, voluntary contributions, vesting rights, tax liabilities, termination of employment, withdrawals from the fund and method of payment are covered in the Plan Summary. Any matter concerning administration of the plan should be determined with reference to all the rules, limitations and other terms of the complete plan document which is kept on file at the BPW Business Office.

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

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

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

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

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

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

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

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

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

1. Employees who are provided uniforms by the BPW are expected to wear such uniforms during work hours unless otherwise exempted by their supervisor. This uniform, and any other related dressing accessories, are to be kept well maintained and may not be used for recreational or off-duty purposes.
2. Employees whose job description may expose them to arc flash will be provided Arch Flash Rating Clothing.
3. BPW will provide laundry service for rental uniforms through an approved vendor(s). It will be the employees' responsibility to ensure the uniforms are turned-in for weekly laundry service and to complete repair tags for uniforms that are in need of repairs.
4. Upon receipt of uniforms, employees must sign a statement which establishes that the uniforms remain the property of the approved vendor and must be returned upon termination of employment or transfer to an ineligible position. Should such articles not be returned, and it is determined that the employee is at fault, the replacement cost shall be billed to the employee who shall reimburse the BPW for the cost of the uniforms.
5. No employee shall affix, adorn, remove sleeves, or otherwise alter any BPW provided work clothing by adding patches, emblems, pins, etc. unless such items are issued and provided by the BPW.
6. All uniform and safety accessories and/or items issued by the BPW (i.e., hard hats, goggles, gloves, etc.) must be worn in accordance with the BPW Safety Policy and Procedures Manual

Z. BPW FOOTWEAR POLICY:

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

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

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

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

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

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

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

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

A. APPROVED FOOTWEAR REQUIREMENTS:

Work-shoes/boots are considered Personal Protective Equipment (PPE) and must have the qualities noted in the Shoe Selection Guide, in order to be worn / reimbursed for work activities based upon trade / work duty hazards. Work shoes selected are to be based upon the minimum requirements of your trade / work duty hazards. All shoes selected must be certified by their manufacturer to meet the

(ANSI) Z41.1, ASTM F2412-05 and ASTM F2413-05. Any exceptions must be approved / documented by your supervisor on a case-by-case basis.

B. SHOE SELECTION GUIDE -

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

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

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

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

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

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

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

- The BPW shall provide safety glasses.

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

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

VII. WORK RULES

- A. Introduction:** Our ultimate goal is customer satisfaction. Accordingly, in addition to other job duties, all employees should promptly bring to management's attention any unsafe conditions or any quality or customer service problems of which they become aware.
- B. Confidentiality:** Employees may become aware of information about BPW customers or fellow employees, which is not considered public information. Examples of this type of information would be customer's electric demand, energy use, water use, etc. or the cost of any utility service or any other service performed by BPW for a customer, customer payment problems, drug and alcohol testing results, health problems, etc. This information is to be considered privileged and it is BPW employees' duty to keep it confidential.
- C. Corrective Action:** Every place of business must have certain rules of conduct to guide its employees and to maintain proper levels of decorum, harmony, and productivity. When the rules are not followed, appropriate corrective action will be taken. While it is not the BPW's desire to run its employees' lives or create an oppressive work environment, all employees should know what is expected of them, and how their place of work operates.

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

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

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

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

- a. The BPW recognizes that drug dependency and alcoholism are health problems and will attempt to work with and assist an employee who becomes dependent on drugs and/or alcohol. Employees will be assisted upon request in identifying rehabilitation services, referral agencies, or other resources to help the employee in dealing with his or her problem. It is the employee's responsibility, however, to see that such problems do not interfere with proper job performance or expose others to the risk of harm. All employees are urged to obtain any necessary help before a personal problem becomes an employment problem.
- b. An employee convicted of a violation of any criminal drug statute must notify the BPW within five (5) days after the conviction. An appropriate sanction shall be imposed, which may include required participation in a drug abuse assistance or rehabilitation program or corrective action up to and possibly including discharge.

The BPW may be required to report any convictions or violations of criminal drug statutes to other governmental agencies with whom the BPW does business.

- c. This policy applies to all employees and applicants as defined elsewhere in the policy, including, but not limited to employees who are required by law to have a Commercial Driver's License (CDL) or who perform sensitive safety-sensitive duties for the BPW.

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

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

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

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

Step 2: A grievance not settled in step one which the employee (or the Union where applicable) wishes to pursue further shall be placed in writing and signed by the employee (or the Union) within fifteen (15) calendar days from the supervisor's answer and filed with the General Manager of the BPW. If such action is taken by a bargaining unit employee, he/she shall give notice to the Business Manager of the Union. For unit employees, the written grievance shall specify the contract provision violated by the BPW's action that caused the violation and the remedy requested. For non-unit employees, the grievance shall specify the policy provision contested and the remedy requested. The General Manager shall, within fifteen (15) calendar days after receiving the grievance from a unit employee, meet with the Business Manager of the Local or his designee in

an attempt to resolve the dispute. The Manager shall supply both the employee (and the Business Manager of the Union, where applicable) with his written response within ten (10) calendar days of this meeting.

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

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

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

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

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

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

- a. The two employees will be asked to make a choice as to which of the two will resign their position. Transfer opportunities for the two employees may be considered, but transfer or continued employment is not guaranteed.
- b. If the employees are unable to make a decision as to who will resign their position, the decision will be made by the General Manager, based on the legitimate business needs of the BPW.

For the purpose of this policy, "family" shall include spouse, parents, stepparents, spouse's parents, legal guardian, grandparents, children, daughter-in-law,

son-in-law, stepchildren, sister, brother, sister-in-law, brother-in-law, step sister/brother, half-sister/brother, aunt, uncle, niece, and nephew. In addition, this policy will apply whenever two individuals, though not related by blood or marriage, are living together, or otherwise have a close relationship, which is similar to the relationship of a family member as defined above, as determined in the discretion of the General Manager. Employees are responsible for notifying their supervisor whenever a situation exists, which may be covered by this policy.

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

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

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

- O. Employee Residence:** The residence (where the employee is actually living) of all employees, who are currently employed or who are hired after this date, must live no more than thirty (30) driving miles from the location where they report for work (this will include the Villages of Brownville, NE, Nemaha, NE. and Johnson, NE.) Employees presently residing in a location, which does not fit this policy (due to a previous exception), must be governed by this policy, should they move from their present residence. Employees residing inside or outside the Auburn City limits will be expected to report for duty in all types of weather and must make appropriate arrangements during times of inclement weather to assure their ability to report for duty as necessary. This policy supersedes all previous policies on the residence of employees.
- P. Working in Adverse Weather:** Employees shall not be required, except in the case of an emergency, to do outside work in hazardous weather conditions.

Q. Seniority: The BPW recognizes the principle of seniority. Seniority is an employee's most recent period of continuous employment with the BPW. The CBA provides further detail related to seniority for bargaining unit employees.

R. Layoff and Recall: In instances of layoff and recall, the BPW shall layoff by low seniority. In the event of a restoration of the workforce, employees will be recalled in the reverse order in which they were laid off.

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

- a. Two weeks' notice or the cash equivalent.
- b. The cash equivalent for any unused vacation leave accrued.
- c. Priority in consideration for any subsequent vacancy for which he/she qualifies.
- d. Credit for prior service for seniority and other length of service benefits upon subsequent re-employment.

S. Job Posting: Job openings for bargaining unit positions other than entry-level positions shall be posted for a period of two (2) weeks. Employees interested in the position must submit an application for the position by the end of the posting period. Posting will be accomplished by posting on the bulletin board at the shop.

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

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

T. Picket Lines: The BPW shall not require its employees covered hereunder to cross a picket line which is conducted for legal purposes and in a legal manner, except to provide essential services and repairs to equipment and materials owned and operated by the BPW and to maintain service to customers not directly involved in the dispute.

U. Outside Employment: (Employment not at the BPW): Regular full-time employment with the BPW is primary employment of BPW employees. An employee shall not engage in any outside employment or business association without first obtaining approval from their department supervisor. Failure to comply with the policy may result in disciplinary action.

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

- a. Outside employment shall not interfere with or be in conflict with the proper performance of employee's duties with the BPW.

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

VIII. Conferences, Workshops & Additional Training

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

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

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

This program shall be registered with the Department of Labor.

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

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

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

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

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

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

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

C. Meal Expense When Working in Brownville, Nemaha, and Johnson Areas -

The BPW has contacted eating establishments in Brownville, Nemaha and Johnson and they have agreed to have those employees sign tickets and bill us once a month. In establishments where the Board does not have an agreement, Employees will bring back their meal ticket for reimbursement. Rather than impose a set amount for the meal expenses, the Board asks the employees to be conscientious, so that no set dollar amount needs to be enforced.

D. State Federal Certificates and Licenses: Certain job descriptions or duties may require an employee to hold certain federal or state licenses or certificates to perform their duties. The BPW will pay the fees associated with the cost of licenses and the cost for the employee to maintain these licenses.**IX. Internet, Email and Network Use**

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

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

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

or data should be transmitted in other ways than via normal, unencrypted email.

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

X. Email Retention Policy and Procedure

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

For email containing information of lasting value, such as policy interpretation or decision issuance, generally, if the email must be retained for longer than one year,

it should be printed and filed as a paper copy. Other emails that are retained should be moved from the server to a personal folder that is stored on your hard drive and not on the server, and the folders should be organized logically so that records can be easily retrieved. The business office can help with setting up personal folders.

XI. Health and Safety in the Workplace

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

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

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

- a) As your employer, we accept the responsibility for leadership of the safety and health program, for its effectiveness and improvement and for providing the safeguards required to ensure safe conditions.

- b) Our department supervisors are responsible for developing the proper attitudes toward safety and health in themselves and in those they supervise; and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved, including themselves.
- c) As employees, you are responsible for wholehearted, genuine cooperation with all aspects of the safety and health program - including compliance with all rules and regulations, and for continuously practicing safety while performing your duties.

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

The consequences for violation of these rules are as follows:

Violations occurring within a two-year period:

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

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

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

- B. Hepatitis B Shot:** Employees who are required to work with or at any Wastewater Treatment Facility Plant, equipment and/or system will be provided at their option vaccination shots for Hepatitis B at the expense of the BPW.
- C. Vehicle Accident:** In the event you are involved in an accident moving or non-moving with a BPW vehicle or equipment the following procedure shall be followed:
 - a) Immediately call the BPW Main Office (or Sheriff's Dispatcher if Office is closed) to report that you were in an accident.
 - b) Report the following information to - unit #, location, any personal injury, type of property damage, and vehicle damage.
 - c) Notify Office/Dispatcher if you called 911 or if Office/Dispatcher should contact rescue personnel.

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

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

XII. Employee Receipt and Acknowledgment

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

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

Date: _____

Signature: _____

Effective 01/01/2024

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

Effective 01/01/2021

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

Effective: 03/08/2018

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

Effective: 6/11/2015

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

Effective: 08/15/2014

Dress Code Policy Revised: 08/15/2014

ATTACHMENT 1

Drug and Alcohol Testing: Non-Drivers

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

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

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

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

Rules and Regulations:

- a. Use or Possession at Work. The use or possession of alcoholic beverages or illegal drugs, and the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, while on BPW property, on the job, or performing BPW business, is prohibited. This policy is not intended to prohibit the moderate use of alcohol at BPW-sponsored events where alcohol is provided.
- b. Intoxication/Impairment. Appearing for work or performing any job duties or BPW business while intoxicated or impaired by alcohol or drugs is prohibited. Employees who are believed to be intoxicated or impaired on the job may, in addition to any other appropriate action, be suspended, sent home or reassigned for safety reasons while the situation is evaluated.
- c. Off-Duty Use. The use of alcohol off duty and off premises in any manner which results in intoxication or impairment on the job, which adversely affects

attendance or job performance, or which otherwise adversely reflects on the BPW, is prohibited. The use of illegal drugs by employees, whether on or off duty and whether on or off premises, is prohibited under all circumstances.

- d. Legal Drugs. The use of legal drugs (over the counter or prescription medications) not in accordance with doctor's orders and/or manufacturer's recommendations is prohibited and considered abuse. Abuse of legal drugs shall be considered to be the same as use of illegal drugs under this policy. If use of legal drugs in accordance with doctor's orders and/or manufacturer's recommendations may impair the employee's ability to safely and effectively perform his or her job, the employee must so notify his or her supervisor in advance, so that any necessary arrangements can be made to protect safety and productivity.
- e. Job Applicants. The BPW will not hire a job applicant who is known to be currently abusing alcohol or legal drugs, or currently using illegal drugs.

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

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

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

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

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

Testing Process:

- a. Scope. Drug and alcohol testing of applicants or employees may include a urinalysis, breath analysis and/or blood sample testing as determined by the BPW, the testing service provider and state law. Testing may include, but may not be limited to, detecting the presence of marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), and any adulterants. The BPW may increase or decrease the list of substances for which testing is conducted at any time, with or without notice. In addition, the BPW may require separate samples if multiple tests are conducted. Test levels and standards will be established by the BPW and the testing service provider.
- b. Confirmation. Initial positive tests shall be confirmed using a second test in accordance with applicable law.
- c. Specimen for Testing. Testing shall be conducted at a location designated by the BPW. Job applicants and employees selected for testing shall appear and provide the necessary sample at the precise time and place specified by the BPW. Employees tested based on a suspicion that the employee may be impaired shall be transported to the testing site by a supervisor or another person

designated by the BPW. The applicant and/or employee must sign any consent requested and provide any other requested information; failure or refusal to do so may result in discharge or denial of employment.

- d. Specifying Current Legal Use. The BPW will afford applicants and employees subject to testing the opportunity, prior to testing, to list all prescription and non-prescription drugs and controlled substances they have used and to explain the circumstances surrounding the use of such drugs and controlled substances. Failure of any employee to adequately establish a legal basis for the use of any drug or controlled substance with respect to which the employee tests positive shall constitute a violation of this policy.
- e. Approval Form. Applicants and employees, prior to testing, must sign an approval form agreeing to the testing, authorizing the release of test results to the BPW, and authorizing the disclosure of the results to the employee's supervisor, higher management, and/or other persons on a "need-to-know" basis. The BPW will obtain the results of the above referenced analyses and communicate or disclose such results to the employee's supervisor, higher management, or any other person in accordance with the BPW's policies and procedures.
- f. Testing an Injured Employee. An employee who is seriously injured and cannot provide a specimen at the time of the accident shall provide the necessary authorization to obtain hospital reports and other documents that may indicate whether there were any controlled substances or alcohol in his/her system.
- g. Notification of Results. Employees and applicants will receive notification of positive test results and will be given an opportunity to explain such results. Failure to timely respond may result in an uncontested positive verification.

Rehabilitation:

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

conditions on the employee's work, shall be determined on a case-by-case basis considering all relevant circumstances, including the BPW's interest in safety and operational efficiency.

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

EMPLOYEE/APPLICANT CONSENT TO DRUG/ALCOHOL TEST

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

Name: _____ Position: _____

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

Employee/Applicant Signature

Date

Witness

Effective: 09/01/2008

ATTACHMENT 2

Drug and Alcohol Testing: Drivers

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

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

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

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

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

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

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

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

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

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

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

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

Alcohol and Drug Prohibitions:

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

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

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

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

Drivers shall make themselves readily available for testing or they will be deemed to have refused to submit to testing unless such driver has the need for immediate medical attention, in which case, the driver shall provide BPW with the necessary authorization to obtain hospital or other medical records for use in accordance with this policy.

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

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

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

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

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

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

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

Return-to-Duty Tests: An alcohol or drug test shall be conducted when a driver who has violated BPW's alcohol or drug prohibition returns to performing safety-sensitive duties. Drivers whose conduct involved alcohol cannot return to duty in a safety-sensitive function until the return-to-duty test produces a verified result that meets the requirements set forth in the Regulations. Drivers whose conduct involved drugs cannot return to duty in a safety-sensitive function until the return-to-duty test produces a verified negative result.

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

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

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

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

position will be held open for the driver in the event that they become re-qualified.

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

- 1) **Financial Responsibility:** The treatment program shall be the financial responsibility of the driver. The group health insurance currently offered by BPW may help pay for rehabilitation but may not cover all aspects of treatment. Drivers should understand the costs they may incur prior to going into a treatment program and are encouraged to call the toll-free Pre-admission Certification number for Blue-Cross and Blue-Shield of Nebraska - 1-800-247-1103. A driver having questions about coverage may contact the Business Office.
- 2) **Approval:** The program must be approved by the SAP.
- 3) **Leave of Absence:** A driver requesting a leave of absence for inpatient treatment must notify his or her supervisor. The supervisor will promptly inform the Business Office. The "BPW Request for Leave of Absence" form should be completed and include information as to the expected duration of the leave. From this information and other available facts, management will determine if the driver's position is to be held open on a case-by-case basis. Management will then approve or deny the leave. While on chemical dependency leave, drivers must keep their supervisors informed of their plans to return to work. As a general rule, the driver must contact the supervisor at least once every two (2) weeks. Reasonable notice (at least two business days and more if possible) is required prior to returning to work on any day other than originally scheduled. During the leave of absence, unused sick leave must be applied until exhausted; then, unused vacation must be applied until exhausted. The remainder of the leave will be without pay. The driver's group health, life, and disability insurance (if participating) will remain in effect during the leave period on the same basis as if the employee were not on leave. No seniority, sick, vacation or other benefits will be earned during the leave; however, if the employee is concurrently using vacation or sick leave, then BPW's policy for employees using vacation will apply.
- 4) **Continuation of Employment During Treatment:** Management must approve the outpatient treatment program including the expected duration, time away from work, etc. If management approves the program, the driver, with management authorization, may be allowed to temporarily transfer to a position where a commercial driver's license is not required. The pay rate and on-call status will be determined by management.
- 5) **Return to Work:** The driver's eligibility to return to normal work duties, and the timing and conditions of such return, shall be determined in each individual case by BPW based on all relevant factors including, without limitation, the following:

- a. The expressed desires of the driver.
- b. The nature of the driver's discharge from treatment and after care plan, including the driver's current and projected ability to function independently and to handle the responsibilities of the job.
- c. The nature and responsibilities of the driver's prior job, and all appropriate jobs for which there are openings, including the extent of responsibilities, decision-making and stress levels, and impact on safety.
- d. The recommendations of the driver's treatment providers, supervisors(s) and the SAP.

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

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

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

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

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

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

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

EMPLOYEE/APPLICANT CONSENT TO DRUG/ALCOHOL TEST

Name: _____ Position: _____

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

Employee/Applicant Signature

Date

Witness

Effective: 6/11/2015

XIII. Employee Receipt and Acknowledgment

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

Date: _____

Signature: _____

Effective 01/01/2024

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

Effective 01/01/2021

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

Effective: 03/08/2018

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

Effective: 6/11/2015

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

Effective: 08/15/2014

Dress Code Policy Revised: 08/15/2014

SPECIFICATIONS
AND
CONTRACT DOCUMENTS



2024 4X4 ½ TON CREW CAB PICKUP TRUCK
CITY OF AUBURN BOARD OF PUBLIC WORKS
AUBURN, NEBRASKA

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

SPECIFICATIONS FOR A 2024 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, January 15, 2024 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 **2023 or 2024 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 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
2023 or 2024 new 4X4 ½ Ton Crew Cab Pickup Truck
Auburn, Nebraska

Bids Received: 1:30 P.M., Local Time
January 15th 2024
Board of Public Works Office
Auburn, Nebraska

Specifications are on file t 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 2024 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 2024 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 2024 4X4 ½ TON CREW CAB PICKUP TRUCK

Date: _____

TO: Auburn Board of Public Works

In compliance with your Invitation for Bids dated January 15, 2024, the undersigned hereby proposes to furnish one (1) **2023 or 2024 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) **2023 or 2024 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.

The undersigned acknowledges receipt of the following

CITY OF AUBURN BOARD OF PUBLIC WORKS

**1600 "O" Street
Auburn, Nebraska 68305**

SPECIFICATIONS FOR A 2024 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 2024 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 2024 4X4 ½ TON CREW CAB PICKUP TRUCK

This specification is to set forth the specific requirements for a new 2023 or 2024 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 so 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. 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 2024 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															
2023	YTD	Dec 2023	YTD	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	Apr 2023	Mar 2023	Feb 2023	Jan 2023	
Total Operating Rev	7,735,747	0	7,735,747	682,233	645,303	697,408	830,278	733,721	763,622	624,945	596,643	729,447	709,146	723,002	7,735,747
Total Other Revenue	1,031,354	0	1,031,354	37,610	53,281	35,708	13,602	41,560	63,817	34,436	597,031	36,628	48,428	69,252	1,031,354
Total Non Operating Rev	292,756	0	292,756	16,101	41,762	60,408	4,437	34,978	7,127	16,063	96,038	7,817	3,853	4,173	292,756
TOTAL REVENUE	9,059,857	0	9,059,857	735,945	740,346	793,524	848,316	810,259	834,566	675,444	1,289,712	773,891	761,427	796,427	9,059,857
Total Operating Exp	(4,681,228)	0	(4,681,228)	(405,235)	(410,903)	(467,182)	(494,199)	(468,537)	(398,225)	(423,746)	(356,825)	(404,029)	(422,411)	(429,936)	(4,681,228)
Total Admin & Gen Exp	(1,557,058)	0	(1,557,058)	(134,899)	(121,844)	(129,694)	(133,259)	(128,357)	(119,501)	(248,989)	(126,023)	(152,797)	(134,956)	(126,739)	(1,557,058)
Total Depreciation Exp	(982,572)	0	(982,572)	(83,178)	(83,178)	(83,178)	(83,176)	(93,272)	(157,815)	(79,755)	(79,755)	(79,755)	(79,755)	(79,755)	(982,572)
Total Non Operating Exp	(83,716)	0	(83,716)	(6,636)	(6,636)	(6,676)	(6,433)	(8,011)	(7,856)	(7,787)	(9,038)	(8,878)	(8,661)	(7,104)	(83,716)
TOTAL EXPENSES	(7,304,574)	0	(7,304,574)	(629,948)	(622,561)	(686,730)	(717,067)	(698,177)	(683,397)	(760,277)	(571,641)	(645,459)	(645,783)	(643,535)	(7,304,574)
NET INCOME	1,755,282	0	1,755,282	105,997	117,785	106,794	131,249	112,082	151,169	(84,833)	718,071	128,432	115,644	152,892	1,755,282
less W & WW P&I	587,737	0	587,737	41,158	41,158	51,918	56,688	56,688	56,688	56,688	56,688	56,688	56,688	56,687	587,737
Adjusted Net Income	1,167,545	0	1,167,545	64,839	76,627	54,876	74,561	55,394	94,481	(141,521)	661,383	71,744	58,956	96,205	1,167,545
2022	YTD	Dec 2022	YTD	Nov 2022	Oct 2022	Sept 2022	Aug 2022	Jul 2022	Jun 2022	May 2022	Apr 2022	Mar 2022	Feb 2022	Jan 2022	491,846
Total Operating Rev	8,228,603	776,540	7,452,064	626,196	564,874	765,503	769,011	746,215	722,599	599,620	582,223	689,182	676,370	710,271	7,452,064
Total Other Revenue	463,494	32,313	431,181	33,946	34,466	57,403	39,432	36,047	35,968	38,358	32,480	58,547	31,713	32,821	431,181
Total Non Operating Rev	246,056	18,110	227,946	10,305	77,059	(1,049)	10,006	10,344	13,286	5,679	70,315	2,328	21,436	8,237	227,946
TOTAL REVENUE	8,938,154	826,963	8,111,191	670,447	676,399	821,858	818,449	792,606	771,852	643,657	685,017	750,058	729,518	751,330	8,111,191
Total Operating Exp	(5,115,635)	(525,635)	(4,590,000)	(377,302)	(377,162)	(471,319)	(447,759)	(450,893)	(457,194)	(379,130)	(349,805)	(395,488)	(405,648)	(478,301)	(4,590,000)
Total Admin & Gen Exp	(1,562,874)	(129,928)	(1,432,946)	(126,365)	(132,155)	(121,684)	(154,394)	(124,606)	(114,768)	(129,516)	(138,653)	(151,302)	(107,385)	(132,119)	(1,432,946)
Total Depreciation Exp	(957,060)	(79,755)	(877,305)	(62,802)	(79,755)	(96,708)	(79,755)	(79,755)	(79,755)	(79,755)	(79,755)	(79,755)	(79,755)	(79,755)	(877,305)
Total Non Operating Exp	(121,186)	(13,192)	(107,994)	(19,059)	(6,211)	5,021	(11,916)	(12,667)	(9,268)	(7,538)	6,018	(31,958)	(7,340)	(13,076)	(107,994)
TOTAL EXPENSES	(7,756,755)	(748,510)	(7,008,245)	(585,528)	(595,283)	(684,690)	(693,824)	(667,921)	(660,985)	(595,940)	(562,195)	(658,502)	(600,128)	(703,250)	(7,008,245)
NET INCOME	1,187,659	84,713	1,102,946	84,920	81,117	137,167	124,625	124,685	110,868	47,718	122,822	91,555	129,391	48,080	1,102,946
less P&I Payment	677,064	56,422	620,642	62,626	56,422	50,218	56,422	56,422	56,422	56,422	56,422	56,422	56,422	56,422	620,642
Adjusted Net Income	510,595	28,291	482,304	22,294	24,695	86,949	68,203	68,263	54,446	(8,704)	66,400	35,133	72,969	(8,342)	482,304

Electric Department													
		YTD											
2023	Dec 2023	11/30/2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	Apr 2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	0	5,782,269	509,548	466,700	512,774	642,382	544,804	568,096	447,307	428,952	560,708	545,407	555,590
Total Other Revenue	0	306,008	25,465	23,565	24,440	29,638	27,746	25,507	22,158	21,107	25,647	24,722	56,013
Total Non Operating Rev	0	242,682	11,795	33,948	47,242	11,486	27,372	6,185	15,628	74,856	6,326	3,147	4,699
TOTAL REVENUE	0	6,330,959	546,808	524,208	584,455	683,512	599,922	599,787	485,093	524,915	592,680	573,276	616,302
Total Operating Exp	0	(3,793,332)	(331,390)	(323,543)	(389,580)	(389,623)	(372,525)	(328,986)	(345,807)	(284,174)	(333,677)	(345,300)	(348,728)
Total Admin & Gen Exp	0	(1,055,242)	(97,506)	(84,111)	(87,911)	(88,934)	(89,920)	(82,938)	(166,982)	(82,856)	(101,679)	(88,551)	(83,855)
Total Depreciation Exp	0	(441,872)	(33,748)	(33,748)	(33,748)	(33,747)	(43,939)	(103,596)	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)
Total Non Operating Exp	0	(3,964)	0	0	0	0	(1,171)	0	(442)	(391)	(1,568)	(392)	0
TOTAL EXPENSES	0	(5,294,410)	(462,643)	(441,402)	(511,240)	(512,304)	(507,555)	(515,520)	(545,100)	(399,290)	(468,793)	(466,112)	(464,452)
NET INCOME	0	1,036,549	84,165	82,806	73,215	171,208	92,368	84,268	(60,007)	125,625	123,887	107,165	151,849
		YTD											
2022	Dec 2022	11/30/2022	Nov 2022	Oct 2022	Sept 2022	Aug 2022	Jul 2022	Jun 2022	May 2022	Apr 2022	Mar 2022	Feb 2022	Jan 2022
Total Operating Rev	610,183	5,592,963	459,627	426,487	548,167	586,567	572,365	552,251	436,293	422,074	525,926	521,600	541,605
Total Other Revenue	22,102	261,340	18,110	18,503	22,303	22,824	22,369	23,370	25,351	20,731	47,880	20,073	19,827
Total Non Operating Rev	11,797	181,389	8,837	59,713	263	5,021	9,909	8,794	5,703	60,498	2,196	14,690	5,766
TOTAL REVENUE	644,082	6,035,692	486,574	504,703	570,733	614,412	604,643	584,414	467,346	503,302	576,003	556,364	567,197
Total Operating Exp	(435,266)	(3,745,866)	(286,797)	(304,052)	(328,777)	(370,692)	(379,874)	(392,088)	(321,589)	(278,333)	(327,173)	(344,412)	(412,079)
Total Admin & Gen Exp	(88,944)	(911,295)	(73,474)	(80,120)	(78,104)	(104,739)	(84,233)	(72,664)	(89,350)	(77,875)	(90,894)	(69,790)	(90,051)
Total Depreciation Exp	(31,869)	(350,559)	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)
Total Non Operating Exp	(142)	(15,098)	(70)	(142)	(143)	(3,104)	0	0	(101)	17,506	(23,707)	98	(5,435)
TOTAL EXPENSES	(556,221)	(5,022,817)	(392,210)	(416,183)	(438,893)	(510,404)	(495,976)	(496,621)	(442,909)	(370,571)	(473,643)	(445,973)	(539,434)
NET INCOME	87,861	1,012,874	94,364	88,520	131,840	104,008	108,667	87,793	24,437	132,732	102,360	110,390	27,763

Water Department													
		YTD											
2023	Dec 2023	11/30/2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	Apr 2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	0	913,568	79,030	83,374	88,235	92,060	89,867	100,790	83,864	74,858	76,823	70,958	73,711
Total Other Revenue	0	722,915	9,643	27,154	8,573	10,835	11,227	35,347	8,650	572,353	8,669	20,932	9,531
Total Non Operating Rev	0	17,598	3,029	2,434	3,270	2,949	1,957	(428)	(944)	** Peru connection fee 6,113	73	(502)	(354)
TOTAL REVENUE	0	1,654,081	91,702	112,963	100,077	105,845	103,050	135,708	91,570	653,324	85,565	91,389	82,888
Total Operating Exp	0	(424,961)	(34,254)	(36,277)	(38,236)	(61,715)	(44,416)	(32,408)	(35,309)	(31,953)	(31,792)	(38,205)	(40,395)
Total Admin & Gene Exp	0	(309,292)	(25,703)	(24,237)	(25,063)	(28,295)	(23,087)	(22,364)	(48,174)	(26,903)	(30,076)	(29,930)	(25,458)
Total Depreciation Exp	0	(284,552)	(26,056)	(26,056)	(26,056)	(26,056)	(25,985)	(34,628)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)
Total Non Operating Exp	0	(73,793)	(6,107)	(6,107)	(6,107)	(5,903)	(6,310)	(7,326)	(6,815)	(8,117)	(6,687)	(7,739)	(6,574)
TOTAL EXPENSES	0	(1,092,597)	(92,120)	(92,677)	(95,462)	(121,969)	(99,798)	(96,726)	(114,241)	(90,916)	(92,499)	(99,818)	(96,370)
NET INCOME	0	561,484	(418)	20,286	4,615	(16,125)	3,252	38,982	(22,671)	562,408	(6,934)	(8,430)	(13,482)
less P&I Accrual for NEDQ		218,988	19,908	19,908	19,908	19,908	19,908	19,908	19,908	19,908	19,908	19,908	19,908
Adjusted Net Income	0	342,496	(20,326)	378	(15,293)	(36,033)	(16,656)	19,074	(42,579)	542,500	(26,842)	(28,338)	(33,389)
		-565000											
		(202,178)											
		YTD											
2022	Dec 2022	11/30/2022	Nov 2022	Oct 2022	Sept 2022	Aug 2022	Jul 2022	Jun 2022	May 2022	Apr 2022	Mar 2022	Feb 2022	Jan 2022
Total Operating Rev	73,856	867,062	70,531	45,365	125,116	91,633	82,985	82,373	75,474	70,564	76,348	67,331	79,342
Total Other Revenue	\$8,282	\$136,601	\$11,896	\$10,991	\$32,450	\$13,061	\$9,749	\$10,390	\$9,967	\$10,011	\$7,853	\$9,686	\$10,548
Total Non Operating Rev	\$5,059	\$19,012	\$122	\$6,756	(\$1,741)	\$4,127	\$37	\$4,168	(\$261)	\$152	(\$55)	\$3,432	\$2,275
TOTAL REVENUE	\$87,197	1,022,675	\$82,548	\$63,113	\$155,825	\$108,820	\$92,771	\$96,932	\$85,180	80,726	84,146	80,449	92,165
Total Operating Exp	(\$41,459)	(\$420,674)	(\$45,862)	(\$33,979)	(\$107,844)	(\$40,222)	(\$38,517)	(\$28,832)	(\$22,522)	(\$25,256)	(\$24,667)	(\$23,707)	(\$29,266)
Total Admin & General Exp	(\$26,556)	(\$317,956)	(\$22,984)	(\$35,622)	(\$27,254)	(\$33,215)	(\$23,932)	(\$28,436)	(\$24,454)	(\$34,832)	(\$35,909)	(\$24,672)	(\$26,647)
Total Depreciation Exp	(\$23,943)	(263,373)	(\$6,990)	(\$23,943)	(\$40,896)	(\$23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)
Total Non Operating Exp	(\$5,946)	(\$85,578)	(\$18,459)	(\$5,539)	\$5,893	(\$8,123)	(\$11,978)	(\$8,579)	(\$6,749)	(\$10,779)	(\$7,562)	(\$6,749)	(\$6,953)
TOTAL EXPENSES	(\$97,904)	(\$1,087,581)	(\$94,295)	(\$99,083)	(\$170,101)	(\$105,503)	(\$98,370)	(\$89,790)	(\$77,668)	(\$94,810)	(\$92,081)	(\$79,072)	(\$86,809)
NET INCOME	(\$10,707)	(\$64,906)	(\$11,745)	(\$35,970)	(\$14,276)	\$3,317	(\$5,600)	\$7,142	\$7,512	(\$14,085)	(\$7,935)	\$1,377	\$5,357
less P&I Accrual for NEDQ	20,316.00	223,476.08	20,316.00	20,316.00	20,316.00	20,316.00	20,316.00	20,316.00	20,316.00	20,316.00	20,316.00	20,316.04	20,316.04
Adjusted Net Income	(\$31,023)	(\$288,382)	(\$32,061)	(\$56,286)	(\$34,592)	(\$16,999)	(\$25,916)	(\$13,174)	(\$12,804)	(\$34,401)	(\$28,251)	221 (\$18,939)	(\$14,959)

Wastewater Department													
		YTD											
2023	Dec 2023	11/30/2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	Apr 2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	0	821,376	73,860	75,360	76,517	75,902	79,168	74,844	73,846	72,944	72,086	73,012	73,835
Total Other Rev	0	15,311	768	931	1,220	1,097	944	1,487	2,203	2,256	763	1,439	2,203
Total Non Operating Rev	0	43,962	1,277	5,380	9,897	1,487	5,650	1,370	1,379	15,069	1,418	1,208	(172)
TOTAL REVENUE	0	880,648	75,904	81,671	87,635	78,487	85,762	77,702	77,428	90,269	74,267	75,658	75,866
Total Operating Exp	0	(232,054)	(18,217)	(30,337)	(18,154)	(22,039)	(30,200)	(16,135)	(21,444)	(20,111)	(17,774)	(17,954)	(19,688)
Total Admin & Gen Exp	0	(192,525)	(11,690)	(13,496)	(16,720)	(16,030)	(15,350)	(14,199)	(33,833)	(16,264)	(21,042)	(16,474)	(17,427)
Total Depreciation Exp	0	(256,149)	(23,373)	(23,373)	(23,373)	(23,373)	(23,349)	(19,591)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)
Total Non Operating Exp	0	(5,959)	(530)	(530)	(570)	(530)	(530)	(530)	(530)	(530)	(623)	(530)	(530)
TOTAL EXPENSES	0	(686,687)	(53,810)	(67,736)	(58,817)	(61,972)	(69,429)	(50,455)	(79,750)	(60,847)	(63,382)	(58,901)	(61,587)
NET INCOME	0	193,961	22,094	13,935	28,818	16,515	16,333	27,247	(2,321)	29,421	10,884	16,757	14,279
less P&I Payment Accrual	0	368,750	21,250	21,250	32,010	36,780	36,780	36,780	36,780	36,780	36,780	36,780	36,780
Adjusted Net Income	0	(174,789)	844	(7,315)	(3,192)	(20,265)	(20,447)	(9,533)	(39,101)	(7,359)	(25,896)	(20,023)	(22,500)
		YTD											
2022	Dec 2022	11/30/2022	Nov 2022	Oct 2022	Sept 2022	Aug 2022	Jul 2022	Jun 2022	May 2022	Apr 2022	Mar 2022	Feb 2022	Jan 2022
Total Operating Rev	72,652	814,784	76,194	77,253	76,405	75,027	75,044	72,204	72,116	73,872	71,245	71,795	73,630
Total Other Rev	609	17,910	2,503	2,712	1,058	2,325	2,429	687	1,728	576	1,675	980	1,236
Total Non Operating Rev	1,254	27,545	1,347	10,590	429	858	398	323	237	9,665	187	3,314	197
TOTAL REVENUE	74,515	860,239	80,044	90,555	77,892	78,209	77,871	73,214	74,080	84,113	73,108	76,089	75,062
Total Operating Exp	(27,977)	(230,742)	(23,990)	(17,764)	(17,723)	(20,026)	(15,565)	(19,446)	(18,244)	(29,601)	(27,093)	(21,056)	(20,233)
Total Admin & General Exp	(14,428)	(203,694)	(29,907)	(16,413)	(16,326)	(16,440)	(16,441)	(13,668)	(15,712)	(25,946)	(24,499)	(12,922)	(15,421)
Total Depreciation Exp	(23,943)	(263,373)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)
Total Non Operating Exp	(7,104)	(7,320)	(530)	(530)	(729)	(689)	(689)	(689)	(689)	(709)	(689)	(689)	(689)
TOTAL EXPENSES	(73,452)	(705,129)	(78,370)	(58,650)	(58,721)	(61,098)	(56,638)	(57,746)	(58,587)	(80,200)	(76,223)	(58,610)	(60,286)
NET INCOME	7,323	155,110	1,674	31,906	19,171	17,111	21,233	15,469	15,493	3,913	(3,115)	17,479	14,776
less P&I Payment Accrual	36,106	397,166	42,310	36,106	29,902	36,106	36,106	36,106	36,106	36,106	36,106	36,106	36,106
Adjusted Net Income	(28,783)	(242,056)	(40,636)	(4,200)	(10,731)	(18,995)	(14,873)	(20,637)	(20,613)	(32,193)	(39,221)	(18,627)	(21,330)

Garbage Department													
		YTD											
2023	Dec 2023	11/30/2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	Apr 2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	0	218,534	19,796	19,868	19,881	19,933	19,882	19,892	19,928	19,889	19,830	19,769	19,866
Total Other Revenue	0	16,758	1,735	1,630	1,476	1,670	1,643	1,476	1,425	1,315	1,550	1,335	1,504
Total Non Operating Rev	0	-	0	0	0	0	0	0	0	0	0	0	0
TOTAL REVENUE	0	235,292	21,531	21,498	21,357	21,602	21,525	21,368	21,353	21,204	21,379	21,104	21,371
Total Operating Exp	0	(230,881)	(21,373)	(20,746)	(21,212)	(20,822)	(21,395)	(20,695)	(21,186)	(20,587)	(20,785)	(20,952)	(21,126)
Total Admin & Gen Exp	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
Total Non Operating Exp	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	0	(230,881)	(21,373)	(20,746)	(21,212)	(20,822)	(21,395)	(20,695)	(21,186)	(20,587)	(20,785)	(20,952)	(21,126)
NET INCOME	0	4,412	157	752	145	780	130	673	167	617	594	151	245
less Principal Payment	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Net Income	0	4,412	157	752	145	780	130	673	167	617	594	151	245
2022	Dec 2022	YTD 11/30/2022	Nov 2022	Oct 2022	Sept 2022	Aug 2022	Jul 2022	Jun 2022	May 2022	Apr 2022	Mar 2022	Feb 2022	Jan 2022
Total Operating Rev	19,849	177,256	19,843	15,769	15,815	15,785	15,822	15,771	15,738	15,714	15,662	15,644	15,694
Total Other Revenue	1,321	15,329	1,437	2,259	1,592	1,223	1,499	1,520	1,312	1,163	1,138	974	1,211
Total Non Operating Rev	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL REVENUE	21,170	192,585	21,280	18,028	17,407	17,008	17,321	17,292	17,050	16,876	16,801	16,617	16,905
Total Operating Exp	(20,933)	(192,718)	(20,653)	(21,367)	(16,975)	(16,819)	(16,937)	(16,828)	(16,775)	(16,615)	(16,555)	(16,473)	(16,722)
Total Admin & Gen Exp	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
Total Non Operating Exp	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	(20,933)	(192,718)	(20,653)	(21,367)	(16,975)	(16,819)	(16,937)	(16,828)	(16,775)	(16,615)	(16,555)	(16,473)	(16,722)
NET INCOME	236	(133)	627	(3,339)	432	188	385	464	275	261	246	145	184
less Principal Payment										0	0	0	0
Adjusted Net Income	236	(133)	627	(3,339)	432	188	385	464	275	261	246	2245	184

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

Auburn State Bank (Checking Acct) (1)

November 30, 2023

Account: 1010202

Bank Account Number: 191494

Bank Statement Balance:	3,869,373.72	Book Balance Previous Month:	3,684,513.32
Outstanding Deposits:	6,615.94	Total Receipts:	742,630.69
Outstanding Checks:	41,384.43	Total Disbursements:	592,457.55
Bank Adjustments:	81.23	Book Adjustments:	.00
Bank Balance:	3,834,686.46	Book Balance:	3,834,686.46

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
1206	4,077.55	1212	1,373.25	1213	1,165.14		
						Total:	6,615.94

Deposits cleared: 60 items Deposits Outstanding: 3 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
47733	32.55	48543	30.00	48755	2,282.19	48795	117.69
48253	149.11	48560	169.18	48762	1,800.00	48797	120.10
48329	130.72	48732	920.00	48767	37.49	113023	18,962.06
48403	149.61	48744	14,881.99	48772	30.00	113023	1,571.74
						Total:	41,384.43

Checks cleared: 102 items Checks Outstanding: 16 items

Bank Adjustments

Description	Amount	Description	Amount
o/s deposit - State of Ne	220.00-	o/s Mutual of Omaha	367.06
o/s deposit - State of Ne	600.00-	o/s Mid American Benefit	534.17
		Total:	81.23

Book Adjustments

No book adjustments found!

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

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

November 30, 2023

Account: 1010204

Bank Account Number: 457285

Bank Statement Balance:	1,078,980.77	Book Balance Previous Month:	1,077,967.19
Outstanding Deposits:	.00	Total Receipts:	1,013.58
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	1,078,980.77	Book Balance:	1,078,980.77

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 1 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

CD - INVESTMENTS - NOVEMBER 2023

GL	ISSUED/ RENEWED DATE	MATURITY DATE	NUM.	TERM	INT.	RATE	OWNER	BANK	ORIGINAL\$	CURRENT\$
ELECTRIC DEPARTMENT										
1200	09/18/23	09/18/24	20089	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	489,675.41	489,675.41
1200	09/18/23	09/18/24	20091	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	519,014.43	519,014.43
1200	09/18/23	09/18/24	20093	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	879,294.07	879,294.07
1200	09/18/23	09/18/24	20097	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	654,331.37	654,331.37
1200	09/18/23	09/18/24	20098	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	519,014.43	519,014.43
1200	01/06/23	07/06/24	25513	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	731,965.61	752,688.26
1200	01/06/23	07/06/24	25514	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	584,556.69	601,106.07
1200	01/06/23	07/06/24	25515	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	584,556.92	601,106.30
1200	03/16/23	04/16/24	25693	12 MO	CMPQ	3.80%	Capitol Reserves	ASB	199,778.04	203,569.46
1200	10/31/23	10/31/24	20133	12 MO	CMPQ	5.50%	Capitol Reserves	ASB	636,571.35	636,571.35
1200	05/26/23	05/26/24	972680	12 MO	CMPQ	4.52%	Capitol Reserves	UBT	536,138.08	548,229.59
TOTAL ELECTRIC INVESTMENTS										\$6,404,600.74
WATER DEPARTMENT										
1200	09/18/23	09/18/24	20092	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	248,078.80	248,078.80
1200	7/7/2023	7/7/2024	25789	12 MO	CMPQ	4.65%	Capitol Reserves	ASB	222,528.62	225,092.47
1200	5/26/2023	5/26/2024	972687	12 MO	CMPQ	4.52%	Capitol Reserves	UBT	280,622.56	286,953.04
TOTAL WATER INVESTMENTS										\$760,124.31
SEWER DEPARTMENT										
1200	09/18/23	09/18/24	20094	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	536,331.20	536,331.20
1200	09/18/23	09/18/24	20095	12 MO	CMPQ	5.15%	Capitol Reserves	ASB	84,324.87	84,324.87
1200	01/06/23	07/06/24	25516	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	422,276.54	434,231.60
TOTAL W.W. INVESTMENTS										\$1,054,887.67
TOTAL INVESTMENTS										\$8,219,612.72

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

INTEREST ALLOCATION								
AUBURN STATE BANK RECONCILIATION - Through 11/30/2023								
		Prior Months balance #457285 \$1,077,967.19	Allocation		Deposits/ Transfers	Increase/ Decrease in Designated Funds	Checks/ Transfers/ Adjustments	Ending Balance #457285 \$1,078,980.77
E.Prev.Bal.		\$822,432.85	76.3%					
\$773.31		\$773.31						
E. REV.%	76.3%	\$822,432.85	100.0%	interest	\$773.31		\$0.01	\$823,206.12
				rounding	-\$0.05		\$0.00	
		\$822,432.85	100.0%			773.26		
		\$0.00						\$823,206.12
W Prev. Bal.		\$159,830.77	14.83%				\$0.00	
\$150.31		\$150.31						
W. REV.%	14.83%	\$159,830.77	100.0%	interest	\$150.31			\$159,981.08
		\$159,830.77	100.00%	rounding		150.31		
		\$0.00						\$159,981.08
WW.Prev.Bal.		\$95,703.57	8.88%					
\$90.01		\$90.01		rounding			\$0.00	
WW. REV%	8.88%	\$95,703.57	100.0%	interest	\$90.01			\$95,793.57
		\$95,703.57	100.00%			90.01		
		\$0.00	100.00%					\$95,793.57
Interest =	1,013.58	\$1,077,967.20	√		\$1,013.58	1,013.58		\$1,078,980.77
** adjusted for rounding								
						INTEREST		\$773.26
						INTEREST		150.31
						INTEREST		\$90.01
Total Interest								1,013.58

2022 Interest

Dec	3,587.57
Nov	3,186.78
Oct	3,083.63
Sept	1,441.97
Aug	1,446.43
Jul	1,357.76
June	813.21
May	451.53
Apr	436.81
Mar	427.19
Feb	369.61
Jan	400.48

13,415.40 YTD Interest

2023 Interest

Dec	
Nov	4,257.76
Oct	4,384.17
Sept	4,725.66
Aug	4,857.48
Jul	4,657.09
Jun	3,951.13
May	3,997.88
Apr	3,919.32
Mar	3,863.84
Feb	3,333.27
Jan	3,640.79

45,588.39 YTD Interest

PLEDGING ANALYSIS						
Auburn State Bank - November 2023 Pledge Analysis						
PLEDGE#	ISSUE DATE	ORIGINAL AMOUNT	MATURITY	SECURITY PLEDGED	RATING-SP/Moodys	11/30/2023
91282CCE9	03/28/22	\$ 2,000,000.00	05/31/28	UNITED STATES TREASURY	NR	\$ 1,733,828.12
3140J2QH2	10/26/23	\$ 500,000.00	12/01/30	FNMA MBS BL9455	NR	\$ 388,186.97
912828Z94	07/18/22	\$ 500,000.00	02/15/30	UNITED STATES TREASURY	NR	\$ 418,691.41
91282CBL4	08/16/23	\$ 450,000.00	02/15/31	UNITED STATES TREASURY	NR	\$ 358,716.80
91282CBS9	08/17/22	\$ 500,000.00	03/01/28	UNITED STATES TREASURY	NR	\$ 435,449.22
112128KG7	12/19/17	\$ 100,000.00	12/15/23	BROKEN BOW NEB GO	NR	\$ 99,872.00
112128KN2	12/19/17	\$ 130,000.00	12/15/29	BROKEN BOW NEB GO	NR	\$ 122,197.40
31395WHN0	07/01/05	\$ 1,330,000.00	07/15/25	FHLMC REMIC SERIES 3005 ED	NR	\$ 19,691.62
3137H5FZ5	04/25/23	\$ 500,000.00	11/25/30	FHLMC REMIC Series K-J37	NR	\$ 426,938.85
3137FL2Q6	04/20/20	\$ 2,000,000.00	01/25/26	FHLMC REMIC SERIES K-F58	NR	\$ 529,785.07
3137FL7L2	03/28/19	\$ 1,300,000.00	02/25/26	FHLMC REMIC SERIES K-F60	NR	\$ 361,054.38
3137FMCW0	08/07/19	\$ 2,000,000.00	05/25/29	FHMS KF63 A	NR	\$ 1,039,569.58
3140LANP6	01/01/21	\$ 500,000.00	01/01/31	FNMA MBS BLLN MULTI 7+	NR	\$ 388,666.74
3140LE6E2	09/20/22	\$ 500,000.00	12/01/27	FNMA MBS 2ND LIEN MULT	NR	\$ 442,173.46
3136AYEX7	09/01/17	\$ 500,000.00	09/25/35	FNMA REMIC TRUST 2017-83	NR	\$ 122,961.75
3136BLET3	09/18/23	\$ 500,000.00	12/25/46	FNR 2022-3EA	NR	\$ 348,218.02
34682EML4	03/01/19	\$ 330,000.00	09/01/36	FORT BEND CNTY TEX MUN UTIL DI	NR	\$ 296,247.60
187857GD3	11/27/23	\$ 900,000.00	04/01/40	CLINTON-MACOMB MI PUB LIBR	NR	\$ 727,524.00
3617LUUA4	06/27/22	\$ 1,100,000.00	02/20/70	GNMA HMBS	NR	\$ 374,693.59
38376RB70	04/09/20	\$ 1,150,000.00	10/20/66	GNMA REMIC TRUST 2016-H23	NR	\$ 521,853.51
38378BA74	08/01/12	\$ 875,000.00	11/16/51	GNMA REMIC TRUST 2012-100 AC	NR	\$ 182,214.32
414108KB5	05/15/20	\$ 375,000.00	08/15/36	HARRIS CO TX FRESH WTR SUPP	NR	\$ 283,530.00
64044XCH2	05/15/19	\$ 290,000.00	12/15/29	NEMAHA. CO NE SCH DIST LTD TAX	NR	\$ 271,796.70
803770WZ5	01/19/23	\$ 1,000,000.00	12/15/43	SARPY COUNTY NEB SCH DIST NO 037	NR	\$ 961,370.00
83165BBH4	03/01/19	\$ 1,000,000.00	08/25/28	SBA PC VAR QTRLY ADJ	NR	\$ 284,674.60
83165BBN1	04/18/19	\$ 1,000,000.00	07/25/29	SBA POOL VARIABLE RATE	NR	\$ 362,913.89
78443VAG7	01/25/07	\$ 1,000,000.00	01/25/42	SLM STUDENT LOAN TR 2007-1	NR	\$ 669,314.84
78443FAF4	07/19/07	\$ 1,000,000.00	01/25/43	SLM STUDENT LOAN TR 2007-5	NR	\$ 464,916.30
878867AF7	04/15/20	\$ 600,000.00	11/01/34	TECUMSEH NE RFD BDS	NR	\$ 520,974.00
BOOK VALUE		\$23,930,000.00		MKT. VALUE		\$13,158,024.74

PLEDGING ANALYSIS (cont.)

AUBURN STATE BANK BALANCES - November 2023		
Flexible Spending #443450		\$5,767.36
MMG # 457285 (T/D,Ins.,Rev.)		\$1,078,980.77
MMG #191494 E,W,WW Rev.		\$3,389,822.12
SNA #191460 E,W,WW Rev.		\$479,551.60
		\$4,954,121.85

Bank/CDs Total
\$12,338,551.94

RECAP:	Original Pledge	Market Value
F.D.I.C.	\$250,000.00	\$250,000.00
Pledges	\$23,930,000.00	\$13,158,024.74
Sub-total	\$24,180,000.00	\$13,408,024.74
Bank/CDx1.05	\$12,955,479.54	\$12,955,479.54
Difference	\$11,224,520.46	\$452,545.20

Need additional pledge in the amount of = \$00.00

** Transition of CD's from UBT to ASB

Auburn State Bank C.D.'s -November 2023		
	20089	\$489,675.41
	20091	\$519,014.43
	20093	\$879,294.07
	20097	\$654,331.37
	20098	\$519,014.43
	25513	\$752,688.26
	25514	\$601,106.07
	25515	\$601,106.30
	25693	\$203,569.46
	20133	\$636,571.35
	20092	\$248,078.80
	25789	\$225,092.47
	20094	\$536,331.20
	20095	\$84,324.87
	25516	\$434,231.60
		\$7,384,430.09

\$5,856,371.15

Proof
CD Totals All Institutions
\$8,219,612.72

Union Bank & Trust Company - November 2023 Pledge Analysis						
PLEDGE #	ISSUE DATE	AMOUNT	MATURITY	SECURITY PLEDGED	RATING-SP/Moodys	11/30/2023
91282CCZ2	11/17/21	310,000.00	9/30/2026	UNITED STATES TREASURY NOTE		\$280,828.37
38381WT99	09/05/19	146,416.28	07/20/49	US TREASURER BILL	AAA	\$139,542.07
91282CDR9	05/31/23	1,000,000.00	07/20/49	GNR 1029-92		\$996,186.00
	BOOK VALUE	\$1,456,416.28			MKT. VALUE	\$1,416,556.44

BANK BALANCES - November 2023	
	\$4,954,121.85

Union Bank C.D.'s - November 2023	
972680	\$548,229.59
972687	286,953.04
TOTAL	\$835,182.63

Bank/CDs Total
\$835,182.63 ✓

RECAP:	Original Pledge	Market Value
F.D.I.C.	\$250,000.00	\$250,000.00
Pledges	<u>\$1,456,416.28</u>	<u>\$1,416,556.44</u>
Sub-total	\$1,706,416.28	\$1,666,556.44
Bank/CDx1.05	\$876,941.76	\$876,941.76
Difference	\$829,474.52	\$789,614.68

Need additional pledge in the amount of = \$0.00

City of Auburn
Board of Public Works

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Check Issue Dates: 12/1/2023 - 12/31/2023

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Report Criteria:
Report type: Summary

Check Issue Date	Check Number	Payee	Description	Amount
12/20/2023	48798	Airstream Heating & Cooling	PVC 1-1/2" SCH40 PIPE, ADAPTER, VALVES - URINAL REP	199.30
12/20/2023	48799	AKRS Equipment Solutions Inc.	CHAIN SAW MAINTENANCE	214.16
12/20/2023	48800	American Recycling & Sanitation	CONTRACTED AMOUNT	20,732.06
12/20/2023	48801	Auburn Chamber Of Commerce	2024 MEMBERSHIP/CONTRIBUTION	1,000.00
12/20/2023	48802	B 103	COPP AD	171.00
12/20/2023	48803	Beard's Salvage	Q OXYGEN	145.91
12/20/2023	48804	Board Of Public Works	NORTH WELL FIELD	22,384.38
12/20/2023	48805	Border States Industries Inc	ELBOW - #1/0 STR 220 MIL ELBOW	10,619.23
12/20/2023	48806	Bulldog Auto Supply	HUB BRG	1,088.53
12/20/2023	48807	Capital Business Systems, Inc	RICOH COPIER	376.73
12/20/2023	48808	Capital One Spark Business	OFFICE SUPPLIES	2,500.68
12/20/2023	48809	Caselle Inc	CONTRACT SUPPORT	1,940.00
12/20/2023	48810	City of Auburn	FRANCHISE FEE	15,658.24
12/20/2023	48811	Concrete Industries Inc	1/2" SCREENED LIMESTONE BULK	22.70
12/20/2023	48812	County Publications	BIDS FOR CLEANING	634.28
12/20/2023	48813	Credit Information Services	CREDIT CHECKS	49.80
12/20/2023	48814	DHHS State of Nebraska	CBOD NH3, TKN TSS	308.00
12/20/2023	48815	Eggers Brothers Inc	SHEAR & BRAKE JV	466.18
12/20/2023	48816	Ensz, Amanda	REBATE	30.00
12/20/2023	48817	Environmental Systems Research Institute	ArcGIS Online Mobile Worker Annual Subscriptions	5,610.00
12/20/2023	48818	Frontier Cooperative	TORDON	255.60
12/20/2023	48819	Glenn's Corner Market	SAFETY MEETING SNACKS	307.90
12/20/2023	48820	Hawkins Inc	CHLORINE CYLINDERS	20.00
12/20/2023	48821	HOA Solutions Inc	SCADA Upgrade - Wastewater	25,052.97
12/20/2023	48822	HTM Sales Inc	Service LABOR & MILEAGE	1,296.12
12/20/2023	48823	Jackson Services Inc.	MATS	1,623.53
12/20/2023	48824	Johnny's Tire & Battery	TPMS SENSOR	360.23
12/20/2023	48825	Kidwell Inc	AFTER HOURS CALL	162.50
12/20/2023	48826	Lawson Products Inc	WASHER - LOCK BRASS 1/2 IN	117.15
12/20/2023	48827	LifeGuard MD, Inc.	AED BATTERY	478.19
12/20/2023	48828	Lincoln Winwater	COUPLING - FORD MIP X PE 3/4 IN	3,102.35
12/20/2023	48829	LRE Water	Professional Service thru 8/25/23	6,160.08
12/20/2023	48830	Lynch's Hardware & Gifts	FOR WELCOME SIGNS	24.14
12/20/2023	48831	McMaster-Carr Supply Company	Cotton Welding Cape Sleeve Bib - 51985T42	64.75
12/20/2023	48832	Metering and Technology Solutions	WATER METER - 1 IN M70	3,819.90
12/20/2023	48833	Metron-Farnier LLC	VERIZON WIRELESS SERVICE	213.00
12/20/2023	48834	Mid-Iowa Solid Waste Equipment Co Inc	620-0076 - Seal Kit for 620-0076 (Energy) - for Vac Truck	107.57
12/20/2023	48835	Midwest Petroleum Equipment	66430201 - Franklin Press Regulator Valve	1,497.91
12/20/2023	48836	Mike's Window Service	WINDOW CLEANING	30.88
12/20/2023	48837	Moerer, Jenny	NOTARY RENEWAL	163.32
12/20/2023	48838	Nebraska Dept of Environment and Energy	BACKFLOW LICENSE - THEYE	230.00
12/20/2023	48839	Nebraska Municipal Power Pool	JOB TRAINING AND SAFETY	1,972.00
12/20/2023	48840	Nebraska State Fire Marshall	2024 Annual Registration Fee	240.00
12/20/2023	48841	Nemaha County Clerk	MARQUEZ LEIN RELEASE	10.00
12/20/2023	48842	Nemaha County Treasurer	TAX	209.58
12/20/2023	48843	Nemaha Natural Resources District	COORDINATE WELL CLOSURES	126.07
12/20/2023	48844	One Call Concepts Inc	LOCATES	71.60
12/20/2023	48845	Pinpoint Auburn, Inc	PHONE SERVICE 12/01/2023-12/31/2023	433.53
12/20/2023	48846	PIP Marketing Signs & Print	DELINQUENT NOTICE	3,134.82
12/20/2023	48847	Rewound Power Motors	FLY-827498 O-RING	136.92
12/20/2023	48848	Rhodus, Cady	CLEANING	426.00
12/20/2023	48849	Sack Lumber Company	Elastimold Roof Coating 10Y 4.75 Gal	4,150.59
12/20/2023	48850	Sargent Drilling	GAUGE - STATIC 4 1/2 IN	241.32
12/20/2023	48851	SECUR-SERV	HP Z2 G9 WORKSTATION & HP E24 G5 MONITOR	2,595.42
12/20/2023	48852	Sunbelt Solomon Services, LLC.	TRANS 2192 REPAIR - 50 KVA PAD MOUNT	1,538.08

City of Auburn
Board of Public Works

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Check Issue Dates: 12/1/2023 - 12/31/2023

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Check Issue Date	Check Number	Payee	Description	Amount
12/20/2023	48853	T & R Electric Incorporated	TRANSFORMER - 150 KVA PAD 7200 120/208 3 PH	36,557.90
12/20/2023	48854	Tony Hector Backhoe & Trenching	HAMMER DRILL RENT	200.00
12/20/2023	48855	United States Postal Service	POSTAGE	4,000.00
12/20/2023	48856	US Cellular	MONTHLY SERVICE CHG - 11/10/20323-12/09/2023	814.38
12/20/2023	48857	Village of Brownville	NOV WASTE WATER	7,382.54
12/20/2023	48858	Village of Nemaha	NOV GARBAGE	4,391.25
12/20/2023	48859	Water Engineering Inc	MONTHLY AGREEMENT	432.11
12/20/2023	48860	Wesco Distribution Inc	METER SOCKET - CT 13 TERM	617.70
12/20/2023	48861	Western Area Power Administration	ENERGY- NOV 2023	28,692.30
12/20/2023	48862	Wynn, Troy	WORK BOOTS	250.00
12/20/2023	48863	Zoro Tools Inc	3M E-A-R SOFTOUCH EAR PLUGS - NRR 31 - 318-4001	316.28
Grand Totals:				228,179.66

Report Criteria:
Report type: Summary

Report Criteria:

Summary report

Check Issue Date	Check Number	Payee	Amount
11/15/2023	48791	Bridgewater, Levi	36.02
11/15/2023	48792	Dorsch, Connie	200.62
11/15/2023	48793	Ford, Trenton	57.81
11/15/2023	48794	Maifeld, Jada	225.95
11/15/2023	48795	Mumgaard, Thomas	117.69
11/15/2023	48796	ST of NE-DHHS	351.34
11/15/2023	48797	State of NE-DHHS	120.10
Grand Totals:			1,109.53

Checks Written Need Ratified	
AFLAC	271.16
Ameritas	6,357.10
ASB	250.00
Assurity	157.82
BCBS	18,962.06
Black Hills Energy	150.22
Chase Paymentech	1,626.21
Constellation Energy	76.42
DIRECT DEPOSIT TOTAL	49,123.78
Guardian Life	1,553.15
IBEW 1536	675.43
IRS	18,560.12
Mid-American Benefits Inc	1,077.56
Mutual of Omaha	367.06
NDOR W/H	6,476.06
NE Department of Revenue	23,775.42
NPPD	183,145.74
Quadient	227.77
Southwest Power Pool	33,661.47
The Principal Group	1,982.42
United Parcel Service	123.12
Verizon Wireless	143.44
WEX Fleet Universal	3,095.51
Windstream	116.17
Xpress Bill Pay	619.03
	<u>352,574.24</u>

Claims by Fund	
Electric	103,917.86
Water	40,320.63
Wastewater	52,825.38
Garbage	20,636.88
Villages	11,773.79
	<u>229,474.54</u>

November Claims Transfer Request - ASB Money Market to Checking

Vendor Claims		228,179.66	Prior Month ACH Claims	352,574.24
Prior Month ACH Claims		352,574.24	AFLAC	271.16
Payroll		100,000.00	Ameritas	6,357.10
	Payments	<u>680,753.90</u>	ASB	250.00
			Assurity	157.82
			BCBS	18,962.06
			Black Hills Energy	150.22
			Chase Paymentech	1,626.21
Bank Balance Checking	11/30/2023	479,551.60	Constellation Energy	76.42
O/S Checks & ACH		41,384.43	DIRECT DEPOSIT TOTAL	49,123.78
O/S Deposits - 191460		6,615.94	Guardian Life	1,553.15
O/S Bond payment		<u>118,746.25</u>	IBEW 1536	675.43
		<u>326,036.86</u>	IRS	18,560.12
			Mid-American Benefits Inc	1,077.56
Payments - Balance		(354,717.04)	Mutual of Omaha	367.06
			NDOR W/H	6,476.06
Operational Transfer Request		426,000.00	NE Department of Revenue	23,775.42
			NPPD	183,145.74
Estimated Ending Balance		71,282.96	Quadient	227.77
			Southwest Power Pool	33,661.47
			The Principal Group	1,982.42
			United Parcel Service	123.12
			Verizon Wireless	143.44
			WEX Fleet Universal	3,095.51
			Windstream	116.17
			Xpress Bill Pay	619.03

**Cost of Unbilled
Services Provided to the City of Auburn
2023**

Month	Labor	Equipment	Materials	Street Lights Utility Bill	Total
January	19,704.19	12,915.00	1,374.31	2,445.17	36,438.67
February	8,108.68	5,305.00	66.97	2,140.73	15,621.38
March	4,067.32	1,150.00	338.84	2,279.97	7,836.13
April	1,701.51	720.00	55.40	1,743.24	4,220.15
May	1,000.45	460.00	720.69	1,651.28	3,832.42
June	236.26	0.00	156.75	1,650.58	2,043.59
July	83.26	0.00	0.00	1,471.89	1,555.15
August	441.65	240.00	0.00	1,779.05	2,460.70
September	1,441.96	400.00	614.38	1,831.08	4,287.42
October	3,791.80	600.00	883.08	2,083.09	7,357.97
November	7,495.56	1,920.00	0.97	2,418.03	11,834.56
December					0.00
Grand Totals	\$48,072.64	\$23,710.00	\$4,211.39	\$21,494.11	\$97,488.14

City of Auburn
Board of Public Works

Task and Activity Report - Task Hours for Board Meetings
Report Dates: 11/1/2023 - 11/30/2023

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Activity Code	Activity Description	Task Number	Task Title	Date	Hours
	Total Activity: 100 Regular:				3,035.50
	Total Activity: 200 Overtime:				83.00
	Total Activity: 300 Vacation:				273.11
	Total Activity: 401 Sick:				111.00
	Total Activity: 701 Holiday:				384.00
	Total Activity: 810 Peru - Regular:				41.75
	Total Activity: 811 Peru - Overtime:				8.00
	Total Activity: 812 Nemaha - Regular:				23.50
	Total Activity: 820 Johnson - Regular:				1.00
	Total Activity: 827 Peru - CTE:				8.00
	Total Activity: 843 Peru Holiday DBL CTE:				4.00
	Total Activity: 901 Comp Time Used:				28.64
	Total Activity: 902 Comp Time Earned:				23.50
	Total Activity: 903 Holiday Double CTE:				2.00
	Grand Totals:				4,027.00

Village of Brownville

2023 Costs Incurred and Billed

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Labor for Billing	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00		2750.00
Billing Charge for Bills Sent	56.50	57.00	57.50	57.50	57.50	57.50	58.00	58.00	57.50	57.50	58.00		632.50
Verizon SCADA	45.53	46.16	-46.16										45.53
Shipping Samples													0.00
Mileage				25.81									25.81
Materials	15.07					115.02							130.09
Credit													0.00
Water Meters													0.00
Meals													0.00
Labor - Electric REG													0.00
Labor - Elec OT													0.00
Labor- Water REG	100.00					50.00		75.00					225.00
Labor- WW REG				550.00									550.00
Labor- Admin REG	100.00												100.00
Labor - Water OT													0.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment				500.00									500.00
Monthly Totals	567.10	353.16	261.34	1,383.31	307.50	472.52	308.00	383.00	307.50	307.50	308.00	0.00	4,958.93

Village of Johnson

2023 Costs Incurred and Billed

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Shipping Samples													0.00
Mileage			13.10		14.74			26.20					54.04
Materials						11.08							11.08
Water Meters													0.00
Meals													0.00
Labor - Electric REG													0.00
Labor- Water REG								125.00					125.00
Labor- WW REG		300.00	50.00		125.00						50.00		525.00
Labor- Admin REG													0.00
Labor - Water OT								206.25					206.25
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment		345.00			250.00			525.00					1,120.00
Monthly Totals	0.00	645.00	63.10	0.00	389.74	11.08	0.00	882.45	0.00	0.00	50.00	0.00	2,041.37

Village of Nemaha

2023 Costs Incurred and Billed

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Labor for Billing	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00		2200.00
Billing Charge for Bills Sent	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00		550.00
Verizon SCADA			89.93	40.01	40.01	40.01	40.01	40.01	40.01	40.01	40.01		
Shipping Samples	11.69	11.67	23.24	11.59	11.56	46.12		23.13	34.95	11.69	11.64		197.28
Mileage	149.54	101.26	152.29	112.66	129.89	174.56	163.10	197.55	146.85	130.21	142.00		1,599.91
Materials		316.75	63.05			74.07	517.04	3.48	12.89		190.18		1,177.46
Water Meters							377.03			86.87			463.90
Meals													0.00
Labor - Elec REG							500.00						
Labor- Water REG	387.50	1,937.50	1,050.00	375.00	425.00	837.50	462.50	987.50	412.50	400.00	962.50		8,237.50
Labor- WW REG	75.00	37.50	75.00	50.00	25.00	50.00	62.50	125.00	37.50	25.00	25.00		587.50
Labor- Admin REG	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00		1,100.00
Labor - Water OT						675.00							675.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment		400.00					60.00		350.00		400.00		1,210.00
Monthly Totals	973.73	3,154.68	1,803.51	939.26	981.46	2,247.26	2,532.18	1,726.67	1,384.70	1,043.78	2,121.33	0.00	17,998.55

City of Peru

2023 Costs Incurred and Billed

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Verizon SCADA	91.07	92.32	87.55	101.34	95.39	99.7	96.57	97.01	101.31	97.06	103.43		1062.75
Shipping Samples	11.69	11.67	11.62	11.59	11.56	11.54	11.52	11.59	23.31	11.69	11.64		139.42
Mileage	534.61	433.74	529.17	485.09	676.81	455.29	469.70	548.43	417.04	508.27	449.20		5,507.35
Materials	712.41	149.84		269.83	-20.70	16.34	32.68	590.74	689.11	115.51	480.57		3,036.33
Water Meters													0.00
Bulk Water						5,230.38	2,681.19	4.40		6.85			7,922.82
Meals										43.18			43.18
Finance Fees	85.10												
Labor- Water REG	2,450.00	2,150.00	2,475.00	2,025.00	2,312.50	2,250.00	2,162.50	2,450.00	2,300.00	4,000.00	2,162.50		26,737.50
Labor- WW REG	225.00			150.00	350.00			50.00	37.50		37.50		850.00
Labor- Admin REG	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00		3,850.00
Labor - Water OT/CTE	850.00	850.00	1,075.00	1,050.00	825.00	1,500.00	1,200.00	1,500.00	1,200.00	1,275.00	1,687.50		13,012.50
Labor - WW OT													0.00
Labor - HOLDBL	100.00			200.00			400.00		200.00		400.00		1,300.00
Equipment	655.00			150.00	400.00			175.00		900.00			2,280.00
Monthly Totals	6,064.88	4,037.57	4,528.34	4,792.85	5,000.56	9,913.25	7,404.16	5,777.17	5,318.27	7,307.56	5,682.34	0.00	65,741.85