

BOARD OF PUBLIC WORKS

Auburn, Nebraska



**Board Packet
October 20th 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**

**UPDATED AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF PUBLIC WORKS TO BE HELD October 20, 2021, 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 may speak at this time. We request that you limit your speaking time to ten minutes per meeting.
- 4) **Discussion / action - PERU WATER LINE** - JEO representative Zach Schulz will provide update of Peru water line project.
- 5) **Discussion / action – 2022 ELECTRIC, WATER AND WASTEWATER BUDGETS** – Request approval of 2022 Electric, Water and Wastewater budgets.
- 6) **Discussion / action – SEWER LINE LINING PROJECT** – Update on status of camera footage provided by Johnson Services.
- 7) **Discussion / action – LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM** – Information on new water assistance program being administered by DHHS for low-income households.
- 8) **Discussion / action – WATER WELL PROJECT** – Update on current wells and request direction to pursue additional wells to replace wells no longer in use.
- 9) **Discussion / action – TRANSMISSION LINE/SUBSTATION** – Information on final stages of project. Request approval of final payment submitted from IES in the amount of \$218,453.20, includes the retainage and change order in the amount of \$13,071.40. Work continues on the new SCADA.
- 10) **Discussion / action – POLE ATTACHMENT AGREEMENT** - Attorney recommendations for changes in the pole attachment agreement.
- 11) **Discussion / action – POWER PLANT PUMP STATION** – Review of plans for installation of pump station at Power Plant for fuel cleanup that was a result of an abandoned underground fuel tank.
- 12) **Discussion / action – EMPLOYEE HOLIDAY GIFT CERTIFICATES** - Board approval is requested to distribute holiday Chamber Bucks to employees.
- 13) **Discussion / action – NOTICE OF DELINQUENCY** – Request permission to file Notice of Delinquency for Samuel Lewis Jr. – 400 2nd Street, Nemaha, NE
- 14) **Discussion / action – FINANCIALS:**
 - a. Investments: All things cash: reconciliations, pledging, CDs, allocations
- 15) **Discussion / action – GENERAL CONSENT ITEMS:**
 - a. Approve previous meeting's minutes and dispense with reading of same
 - b. Approve monthly compensation of management and employees as previously fixed by the Board.
 - c. Approve listing of checks written during month, claims submitted for payment, and recommended transfers.
 - d. Approve Free Service Reports
 - e. Approve quarterly payment of Franchise Fees to Villages.
- 16) **REPORTS:**
 - a. Electric
 - b. Water/Wastewater
 - c. Power Plant
 - d. Office
- 17) **Adjourn to the next regular meeting of the Board to be held November 17, 2021, at 11:30 am at the BPW Board Room.**

The Board of Public Works could go into closed session on any of the agenda items listed above in accordance with the Nebraska Open Meetings Act.

BPW BOARD UPDATE

OCTOBER 15, 2021

PERU WATER LINE – Zach Schulz from JEO, will be attending the meeting to provide an update on this project. JEO has submitted a 90% drawing which Ken is reviewing.

2022 ELECTRIC, WATER AND WASTEWATER BUDGETS – We request Board approval of our 2022 operating budgets. Once they have been approved, they will be sent to the City for approval. Copies of each department's proposed budget is included in your packet.

SEWER LINE LINING PROJECT – The report from Johnson Services for the camera footage of the sewer lines has been sent to the two engineering firms that submitted proposals. We will have their proposal in your packets.

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM – DHHS has implemented a Low-Income Water Program (LIHWAP) that will assist low-income customers with water and wastewater bills. This program is like the Low-Income Heating Program (LIHEAP) that is already in place. Customers that qualify can avoid disconnection by contacting DHHS and have the Water/Wastewater portion of their bill paid. In order to participate in this program, we need to sign and follow the requirements of a vendor agreement. This includes submitting several reports, accepting promises to pay from the State, and several other action items on our part. A copy of the agreement is included in your packet for review.

WATER WELL PROJECT – We have been discussing the possibility of a replacement well near our existing wellfield. The Peru water line will be coming online in a year. We have two failed wells (7 & 18). We need to take a hard look and get a good direction regarding a replacement well. There have been some test holes and a couple of locations that need more research. Any well project that we do will require engineering. State revolving funds as 0% funds for this project. To move forward we need to get an engineering firm on board and see what our options are.

TRANSMISSION LINE/SUBSTATION PROJECTS – We have completed all the punch list items and have received a final pay request from IES including retainage. This pay request has a change order that includes the rock for around the Sub Station that was not part of the original bid documents. The final pay request is for \$218,453.20. \$13,071.40 is for rock and the balance is retainage. We are still working through the new SCADA, so that project is still ongoing.

POLE ATTACHMENT AGREEMENT – We have received Vanessa's recommendations for the pole attachment agreement. An email is included from Vanessa with a short summary of recommended changes and a copy of the agreement with comparisons.

POWER PLANT PUMP STATION – We included the proposed drawing for the pump station that will be located at the Power Plant for the fuel cleanup in your packet. To make installation easier we will allow them to tap into the Power Plant electrical service and wastewater service but will meter these separately for billing.

EMPLOYEE HOLIDAY GIFT CERTIFICATES – It has been a long-standing tradition at the BPW that during the holiday season we give each employee \$25.00 in Chamber Bucks. The total cost would be \$600.00. The certificates are handed out during a pay period in November, just before the Thanksgiving holiday.

NOTICE OF DELINQUENCY – Request permission to file Notice of Delinquency for Samuel Lewis Jr. – 400 2nd Street, Nemaha, NE.

REPORTS – Report items will not be reviewed during the meeting unless Board Members have questions.

ELECTRIC – Crews have completed tree spraying for this fall. Crews have also completed our infrared camera inspections. They found a few small items that need to be fixed, but nothing major. We have a couple more pole replacements that we need to do when the crops are out. When that is complete, all the bad poles found during the pole inspection will be replaced.

BPW BOARD UPDATE

OCTOBER 15, 2021

WATER/WASTEWATER – We had a pump failure at Crestview lift station and have sent the unit in for repairs. Crews have started exercising water main valves and there was one break that we made repairs on. We have confirmed with Nebraska DNR and Nemaha NRD that our current water transfer permit allows BPW to provide water to Peru. During the railroad crossing closure last month, we had a couple of semi-trucks try to use our access road. Someone backed into the gate at the WWTP and damaged the fencing and the gate. We are working on locating a fencing contractor to do repairs. Crews are working on annual fire hydrant flushing this month.

POWER PLANT- We are still working on SCADA issues. The outage we had last month was partially due to miscoordination with the SCADA and Zone Protection. The feeder detected the fault but did not communicate that fault to the main breaker, so it tripped. Crews are installing a new deck on the trencher trailer. With the SEL and RTAC that we have installed now, this is part of our arc flash protection which allows the relays to operate faster reducing the arc flash. Plant staff have been cleaning up units and working on winterization. I have discussed earlier that on Unit #7 we have one phase that the voltage is low 117/7020. It should be 120/7200. We have checked all connections, checked capacitor and surge protection on the generator, and used a 10,000-volt megger on the windings, phase to phase and phase to ground. We have not found the reason for this difference in voltage. I have sent all the data we have to a company for their opinion on the problem and are waiting for their response.

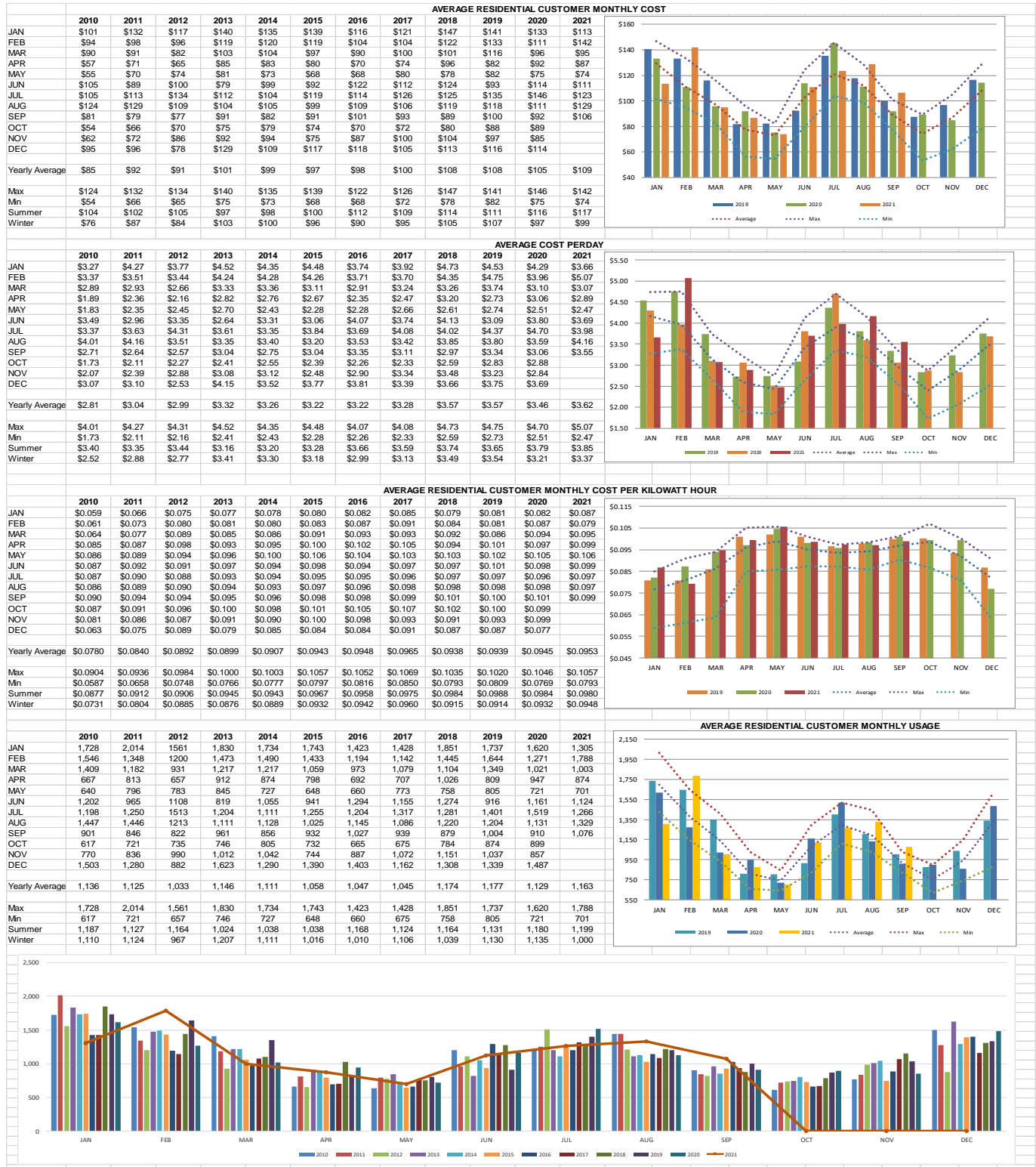
OFFICE – We have scheduled the employees' flu shots this month. Staff is working out the final changes to the water rates for residential customers that are exempt from sales tax. We have included a copy of the letter we received from our auditor that we can expect delays in our audit this year, due to a staffing shortage and workload. We are seeing delays in some materials that we use in the day-to-day operations and are looking at other resources for ordering this material. As you may know as of October 1st the Federal Emergency Covid Sick Leave, expired. Employees are now required to use their leave (vacation/sick leave) if they are restricted with Covid. Staff developed a letter to send out to Realty Estate Agencies to help them understand that property, when sold, still incurs charges for minimum water/wastewater. A copy of this letter is in your packet.

BPW BOARD UPDATE

OCTOBER 15, 2021

Electric Sales

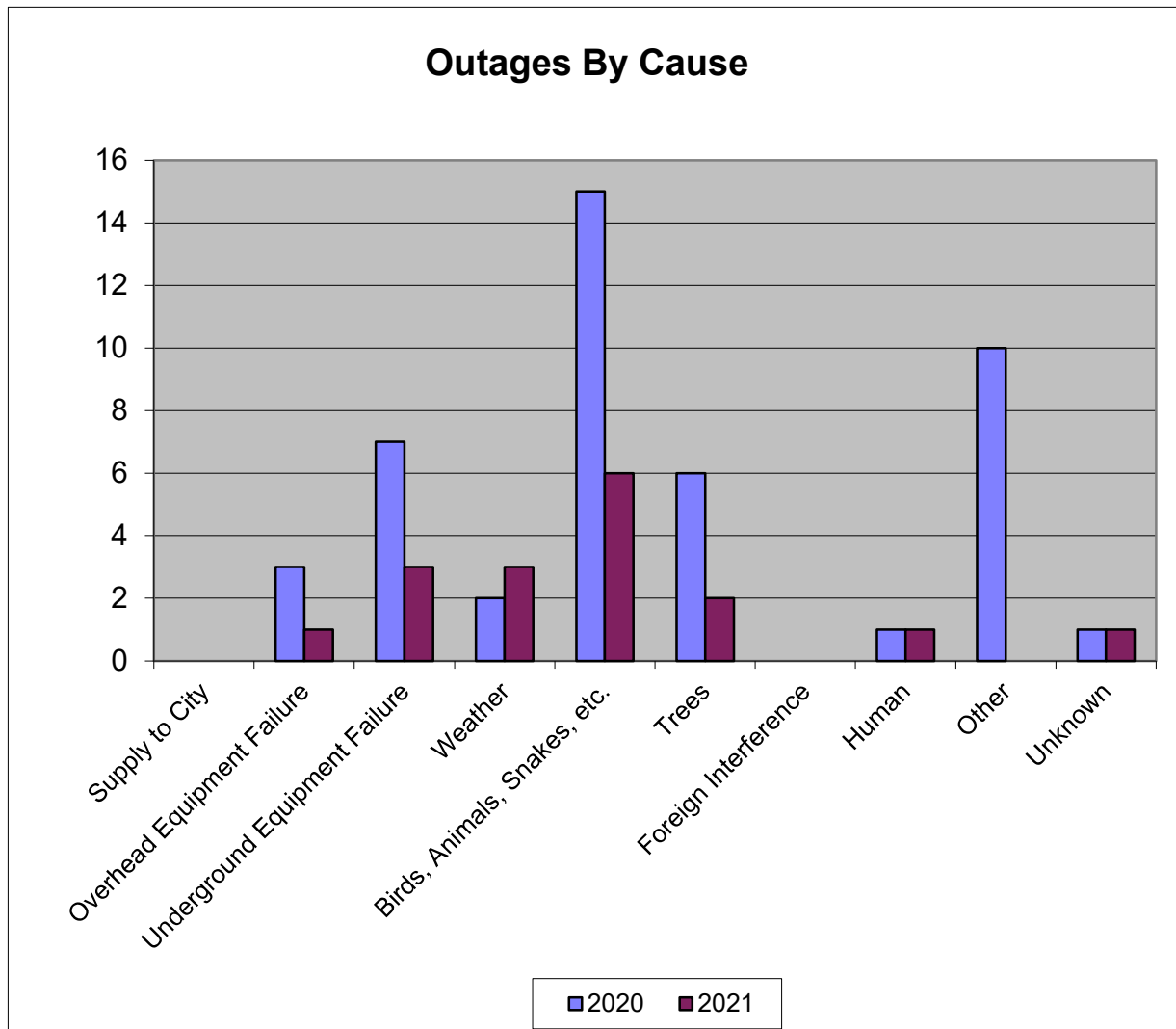
Note that this summer, electrical sales were one of the highest we had in several years with an average KWHRS usage of 1,199.



Outage Reasons

10/6/2021

Number of Outages (by Cause)	2020	2021	Increase
Supply to City	0	0	0%
Overhead Equipment Failure	3	1	-67%
Underground Equipment Failure	7	3	-57%
Weather	2	3	50%
Birds, Animals, Snakes, etc.	15	6	-60%
Trees	6	2	-67%
Foreign Interference	0	0	0%
Human	1	1	0%
Other	10	0	-10%
Unknown	1	1	0%



Total Customers this Month	2,725	Days of Month
Total Customer Minutes this Month	117,720,000	30

Outage Totals			
		This Month	This Month Last Year
Unscheduled Outages			
Long	# Outages	0	0
	# Customers Out	1,566	20
	# Minutes Out	345	215
	# Customer Minutes Out	49,173	995
	# Within City System	0	0
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	-
	# Within City System	0	0
	# Supply to City Minutes	0	0
Scheduled Outages			
Long	# Outages	0	0
	# Customers Out	0	0
	# Minutes Out	0	0
	# Customer Minutes Out	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Totals			
Total Long Outages		0	0
Total Short Outages (Blinks)		0	0
Total Customers Out (Long)		1,566	20
Total Customers Affected (Short- Blinks)		0	-
Total Customer Minutes Out		49,173	995
Total Outages Within City System		0	0
Total Outages in Supply to City		0	0

Number of Outages (by Cause)					
Cause #	Description	Total This Month	This Month Last Year	Rolling AT	% AT
0	Supply to City	0	0	0	0%
1	Overhead Equipment Failure	0	1	1	4%
2	Underground Equipment Failure	0	2	3	12%
3	Weather	0	0	3	12%
4	Birds, Animals, Snakes, etc.	2	1	11	44%
5	Trees	2	0	3	12%
6	Foreign Interference	0	0	0	0%
7	Human	1	0	2	8%
8	Other	0	0	1	4%
9	Unknown	0	0	1	4%
Total		5	4	25	

12 Month Outage Statistics		
Index	As of This Month	As of This Month Last Year
ASAI (%)	99.9943	99.9933
CAIDI (Long) (min)	32.13	28.32
SAIDI (Long) (min)	29.79	35.00
SAIFI (Long) (ints/tot cust)	0.93	1.24
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

2022 PROPOSED BUDGET

ELECTRICAL DEPARTMENT

Wholesale power cost is the largest expense in the electrical department at 57% of our total expenses. Wholesale power has three components that each affect the overall cost, with each component changing each month depending on our load.

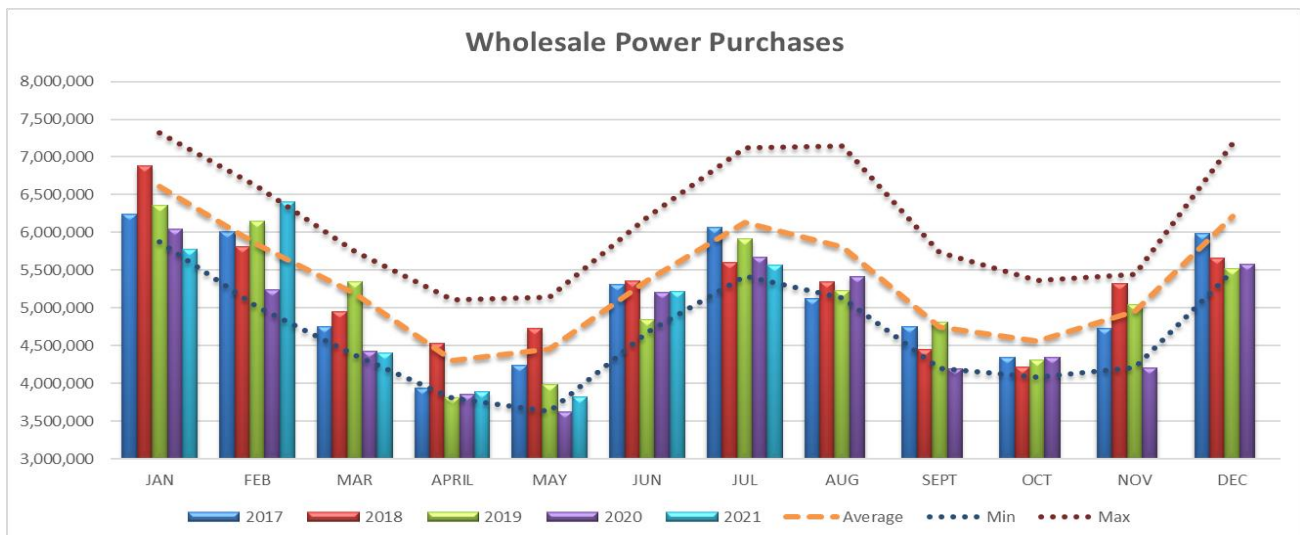
We have four providers that provide the different services that we work with.

NPPD – Provides Energy (KWHRS), Demand (KW) and is our market participant in the SPP market. Which requires them to provide and bill transmission ancillary services such as voltage regulation, spinning reserves, & station regulation.

WAPA – Provides Energy (KWHRS) and Demand (KW).

OPPD – Transmission services on NPPD 12 meg. This is a pancake charge that will go away once the OPPD/NPPD PTP contract expires in 2023.

SPP – Provides the WAPA 4 meg PTP transmission and will also provide the 12 meg of NPPD when the OPPD PTP expires.



We are estimating that total wholesale power purchases will be at 60,149,580 KWHRS for 2021 up from the 2020 sales of 57,819,73. Our average sales is 64,000,000 with 2020 being our record lowest and our 2007 peak of 71,792,228. Weather also has a big effect on sales, but overall energy sales are slightly trending downward. Some reasons for this can be attributed to more efficient electrical appliances, heating, and air conditioning (heat pumps).

The Polar Vortex (February) energy sales was our peak month so far this year, but still was not an overall peak for February with 6.6 million KWHRS in 2007.

2020 Total Wholesale Power costs averaged \$0.0614; 2021 costs are averaging \$0.0591 so far this year. This is very comparable to the same 2020 period cost of \$0.0596.

NPPD Energy and Demand cost for 2021 is \$0.0490 compared to \$0.0500 for 2020. This cost includes the NPPD PCA of -\$0.0010. WAPA Energy and Demand cost is \$0.0360. Which makes our overall power cost \$0.0425. This cost does not include any transmission amounts.

2022 PROPOSED BUDGET

ELECTRICAL DEPARTMENT

WAPA is not planning any rate increases at this point. However, WAPA is watching the water levels in the Missouri River and runoff. If conditions don't improve in 2022, I would suspect we may see a drought adder for 2023.

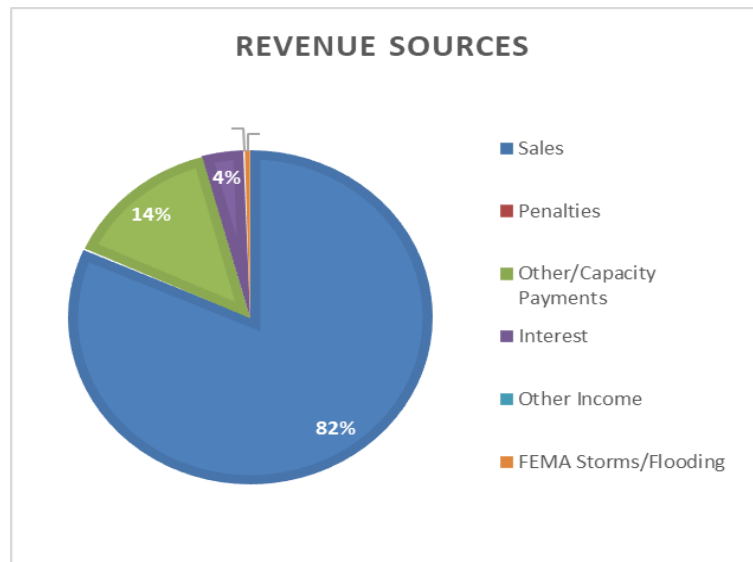
NPPD rate changes will most likely be offset with the PCA at this point. But we need to watch when the PCA goes away, we will see an increase in wholesale power cost that we may need to adjust for. Also, most of the change in rates is in the fixed costs so we should be positioning our rate to accommodate for this change.

I assume that we will see a slight increase in SPP transmission cost.

I believe we are going to need to adjust our rates. Most of the increases have been on the fixed cost, the wholesale cost, demand & transmission. We will need to look at each of these component costs and raise our rates.

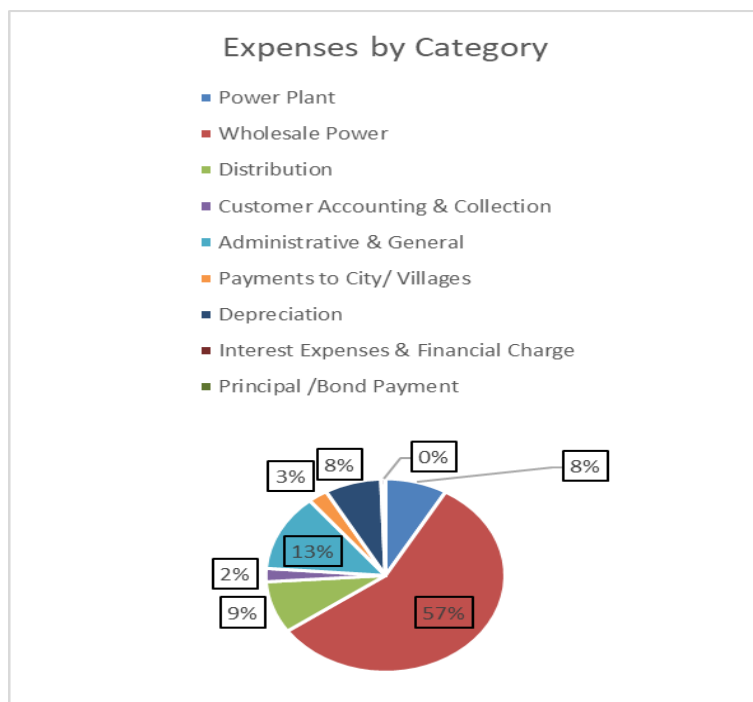
2020 total revenue from sales were \$4.67 million, a decrease of \$700 thousand compared to 2019 of \$5.73 million. It is estimated that 2021 revenue will be at \$5.19 million, an increase in sales over 2020 in the amount of \$522,000.

82% of our total revenue is from sales with the balance being from other sources.

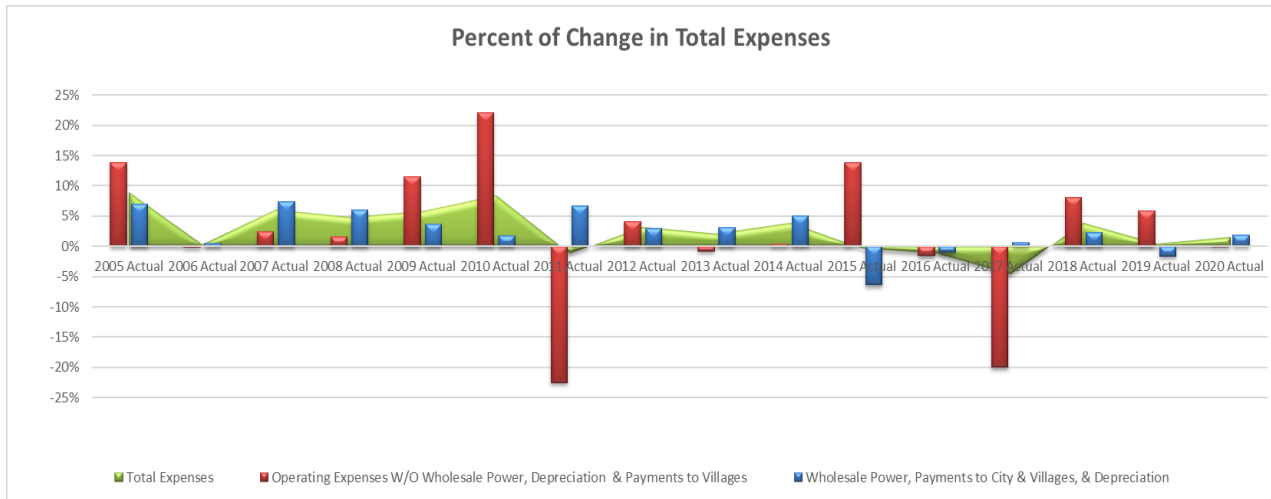


2020 total expenses were \$5.2 million a decrease of \$700 thousand compared to 2019 of \$5.8 million. We are estimating that 2021 expenses will be \$5.1 million, a decrease of \$50 thousand over 2020 expenses.

Something to note - NPPD capacity payment is about 14% of our total revenue (\$615,000) while expenses for the Power Plant are about 8% (\$415,000).



2022 PROPOSED BUDGET ELECTRICAL DEPARTMENT



We have completed probably the most expensive capital projects in Board of Public Works history over the last couple of years. We have several projects that still need to be addressed. The 69 line to the OPPD line needs to be completed. Several sections of OH line needs to be converted to URD, as well as sections of URD that need to be replaced (no conduit) with new URD and conduit. In the Power Plant, Unit #1 needs major engine work. If system loads would increase, the new Sub Station main transformer needs upgraded. We also need to upsize/replace conductors on the Brownville line, rebuild the Million Dollar Hill line, the Brownville Elevator line, and the Johnson 3 Phase Main line in Town.

2022 PROPOSED BUDGET

ELECTRICAL DEPARTMENT

Capital Projects 2022

Distribution System	Cost
Wink OH Line to URD	\$95,000
OH line 12 th P&Q to URD Install Conduit	\$30,000
Install Breakers & Connect to SCADA	\$20,000
Brownville, Nemaha, Howe, Bratton Union, Graft	
Brownville Elevator Line Rebuild	\$60,000
Streetlights LED Change Outs	\$10,000
Power Plant	
Replace/Upgrade Control Room Metering	\$5,000
Generator Coils	\$20,000
Annunciator Replacement Unit #1	\$15,000
Office/Service Center	
SC Driveway Drainage/Repair Stairs	\$10,000
Upgrade Three PC's	\$10,000
Total Capital Projects	\$275,000

2022 Electric Department Budget

Total Revenue	\$6,216,620
Total Expenses	\$6,043,283
Net	\$173,337
Capital Project Cost	\$275,000
Reserves to Balance	\$101,663

2022 PROPOSED BUDGET

ELECTRICAL DEPARTMENT

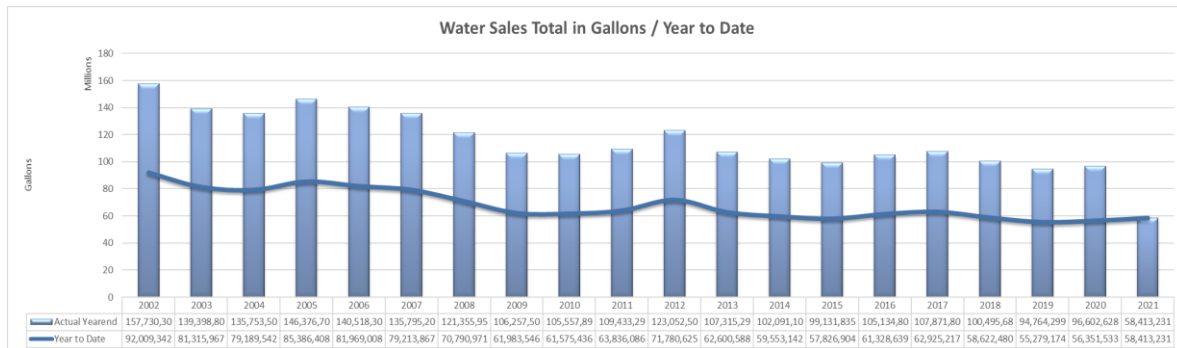
	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2021 Budget Amount	2021 Estimated Year End	2022 Proposed Budget
ECTRIC DEPARTMENT FINANCIAL								
Final Audit Numbers	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 YTD Unaudited	2021 Budget Amount	2021 Estimated Year End	2022 Proposed Budget
Revenue								
Sales	\$5,196,917	\$5,454,665	\$5,331,458	\$ 5,086,798	\$ 3,028,026	\$5,232,882	\$5,188,871	\$ 5,152,678
Penalties	\$29,254	\$31,582	\$22,894	\$ 15,713	\$ 13,099	\$21,767	\$22,447	\$ 22,549
Other/Capacity Payments	\$904,026	\$877,589	\$863,607	\$ 869,356	\$ 499,482	\$834,637	\$855,921	\$ 824,238
Interest	\$79,816	\$103,194	\$223,080	\$ 223,721	\$ 128,851	\$189,231	\$220,801	\$ 167,511
Other Income	\$17,741	\$10,341	\$11,730	\$ 13,346	\$ 70,565	\$5,637	\$120,921	\$ 49,644
FEMA Storms/Flooding	\$0	\$0	\$4,310	\$ 25,065	\$ (24,377)	\$0	-\$41,773	\$ -
Other Non Operating								
Total Revenue	\$6,227,754	\$6,477,371	\$6,457,079	\$ 6,233,999	\$ 3,715,647	\$6,284,154	\$6,367,188	\$ 6,216,620
Expenses								
Power Plant	\$391,739	\$475,145	\$388,602	\$4	\$237,387	\$523,158	\$476,078	\$ 650,296
Wholesale Power	\$3,622,171	\$3,690,421	\$3,613,701	\$ 2,940,018	\$ 1,492,900	\$3,721,104	\$2,994,003	\$ 3,373,881
Distribution	\$253,314	\$231,766	\$404,640	\$ 450,119	\$ 191,915	\$538,978	\$384,885	\$ 580,432
Customer Accounting & Collection	\$130,234	\$102,816	\$106,789	\$ 115,117	\$ 66,507	\$117,709	\$107,838	\$ 131,278
Administrative & General	\$643,767	\$663,555	\$697,959	\$ 667,728	\$ 309,664	\$729,814	\$621,030	\$ 728,437
Payments to City/ Villages	\$141,403	\$154,050	\$149,212	\$ 136,386	\$ 72,704	\$154,270	\$145,808	\$ 154,615
Depreciation	\$379,255	\$393,589	\$405,446	\$ 396,317	\$ 193,726	\$414,772	\$388,516	\$ 414,197
Interest Expenses & Financial Charge								
Principal /Bond Payment								
Other Expenses	\$20,650	\$93,633	\$65,981	\$ 29,844	\$ (804)	\$4,939	-\$1,613	\$ 10,147
Total Expenses	\$5,582,533	\$5,804,975	\$5,832,330	\$ 4,735,533	\$ 2,564,000	\$6,204,744	\$5,116,547	\$ 6,043,283
Year End Net	\$645,221	\$672,396	\$624,750	\$ 1,498,466	\$ 1,151,647	\$79,410	\$1,250,641	\$ 173,337
Operating Expenses W/O Wholesale Power, Depreciation & Payments to Villages	\$1,439,704	\$1,566,915	\$1,663,971	\$1,262,812	\$804,669	\$1,914,598	\$1,588,219	\$2,100,589
Wholesale Power, Payments to City & Villages, Depreciation	\$4,142,829	\$4,238,060	\$4,168,359	\$3,472,721	\$1,759,330	\$4,290,146	\$3,528,327	\$3,942,693

	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 YTD Unaudited	2021 Budget Amount	2021 Estimated Year End	2022 Proposed Budget
BUDGET SUMMARY								
Labor	\$744,466	\$689,583	\$732,056	\$ 558,533	\$ 310,721	\$745,421	\$611,254	\$ 737,921
Labor Benefits	\$248,668	\$293,712	\$300,312	\$ 274,137	\$ 143,920	\$333,264	\$285,439	\$ 330,808
City Services	\$12,895	\$17,603	\$16,056	\$ 30,621	\$ 5,083	\$23,159	\$10,195	\$ 22,437
Transportation	\$25,145	\$48,797	\$36,772	\$ 18,019	\$ 8,732	\$31,751	\$17,512	\$ 29,220
Utilities	\$120,774	\$121,496	\$89,659	\$ 66,867	\$ 41,812	\$98,793	\$83,854	\$ 125,758
Lube Oil & Fuel	\$67	(\$567)	\$776	\$ -	\$ -	\$4,000	\$0	\$ 27,000
Maintenance	(\$14,754)	\$65,079	\$113,948	\$ 173,736	\$ 145,817	\$326,702	\$292,435	\$ 490,481
Billing / Billing Supplies	\$59,580	\$34,525	\$34,343	\$ 39,905	\$ 25,110	\$41,997	\$39,905	\$ 46,925
Property Liability Insurance	\$106,816	\$104,976	\$109,008	\$ 102,065	\$ 51,560	\$125,939	\$103,404	\$ 114,016
Safety / Tools	\$20,986	\$26,484	\$22,436	\$ 27,040	\$ 6,390	\$28,600	\$12,814	\$ 23,384
Inventory / Inventory Ad	\$26,208	\$94,571	\$78,119	\$ 31,617	\$ 446	\$3,305	\$894	\$ 10,147
Depreciation	\$379,255	\$393,589	\$405,446	\$ 396,317	\$ 193,726	\$414,772	\$388,516	\$ 414,197
Debt & P&I	\$0	\$0	\$0	\$ -	\$ -	\$0	\$0	\$ -
Outside Services	\$61,528	\$62,161	\$55,217	\$ 66,686	\$ 38,583	\$109,350	\$77,378	\$ 78,761
Payments to Villages	\$141,403	\$154,050	\$149,212	\$ 122,160	\$ 72,704	\$154,270	\$145,808	\$ 154,615
Advertising & Donations	\$6,995	\$7,716	\$6,704	\$ 4,598	\$ 1,661	\$6,711	\$3,330	\$ 5,369
Misc.	\$20,257	(\$20,482)	\$45,293	\$ 22,215	\$ 16,516	\$23,622	\$33,123	\$ 37,093
Outside sales	\$8,318	\$16,721	\$8,689	\$ 8,036	\$ 9,568	\$10,350	\$19,189	\$ 21,270
Wholesale Power Cost	\$3,622,171	\$3,690,421	\$3,613,701	\$ 2,940,018	\$ 1,492,900	\$3,721,104	\$2,994,003	\$ 3,373,881

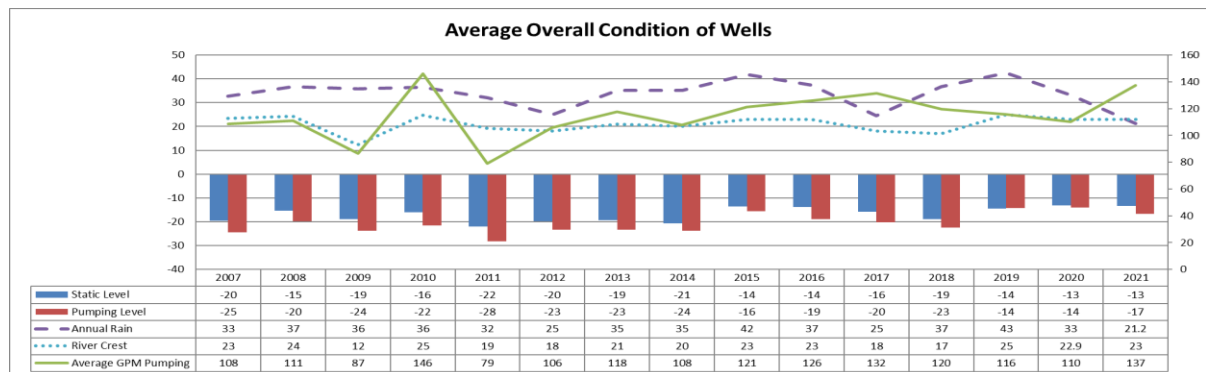
2022 PROPOSED BUDGET

WATER DEPARTMENT

It is estimated that 2021 water sales will be around 100 million gallons at year end. Water sales through August of 2021 are at 58 million which is up approximately 2 million from 2020 for the same period. We have not had water sales exceeding 100 million gallons since 2018. In 2012, sales were 123 million gallons. Weather is a contributing factor in water sales similar to electric sales. It also holds true for conservation with both utilities seeing our customers using conservation measures.



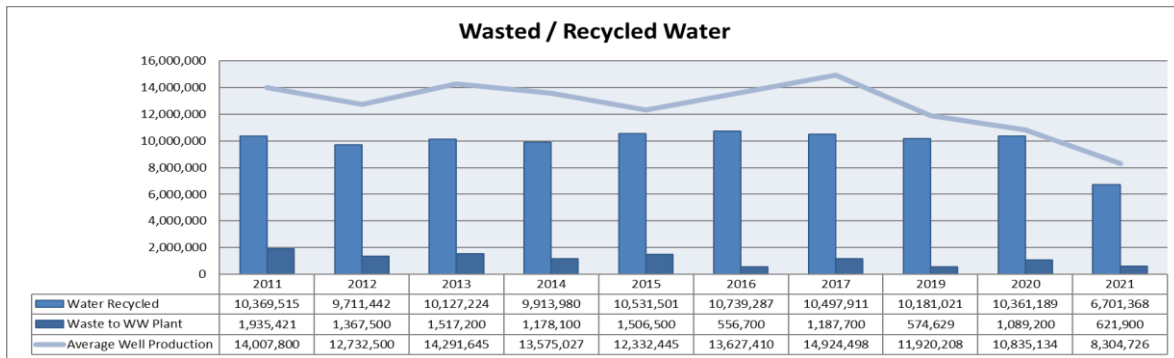
We continue to see improvement in our existing well capacity. The annual Co2 injection cleaning done by utility services is keeping the wells at maximum capacity. We continue to get a high-water event on the Nemaha River that continues to recharge the aquifer and keeps our static levels high in the wells. As you can see from the chart below the static levels in the wells are down 13 feet compared to the 2011 levels where they were down 22 feet.



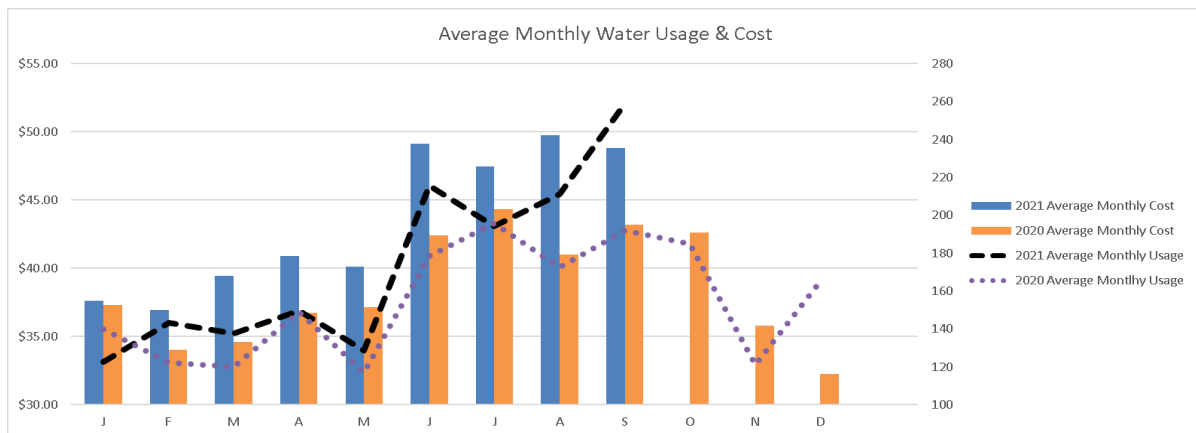
We are two wells short of our total well count, (7 & 18) that we need to look at replacing. Replacing these wells will not increase our total pumping capacity but will allow us to spread the capacity over more wells in the event we have a well failure or are down for well maintenance.

Water that is recycled from the water treatment process at the water plant, continues to improve reducing the amount of water that is wasted. In 2020 we wasted just over 1 million gallons, so far in 2021 we are at 622 thousand gallons. Water recycled is at 6.7 million gallons which is just under our average well production level of 8.3 million gallons.

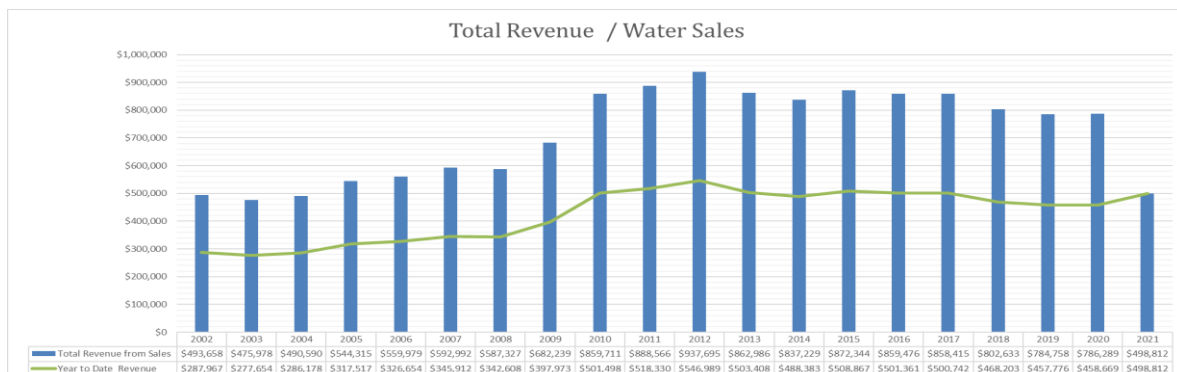
2022 PROPOSED BUDGET WATER DEPARTMENT



The rate increase that was imposed in 2021 has increased revenue. The 2020 average customer's monthly cost was \$38.45 or \$8.14 per 1,000 gallons. The 2021 average customer's monthly cost is \$41.67 or \$8.54 per 1,000 gallons. This is around an 8% increase in the monthly cost or 5% increase in unit cost per 1,000 gallons. Per the rate study effective January 1, 2022, the water rate will increase an additional 5.2%.



You can see from the graph below that the total revenue has increased about \$40,000 due to the rate increase and increased water sales.

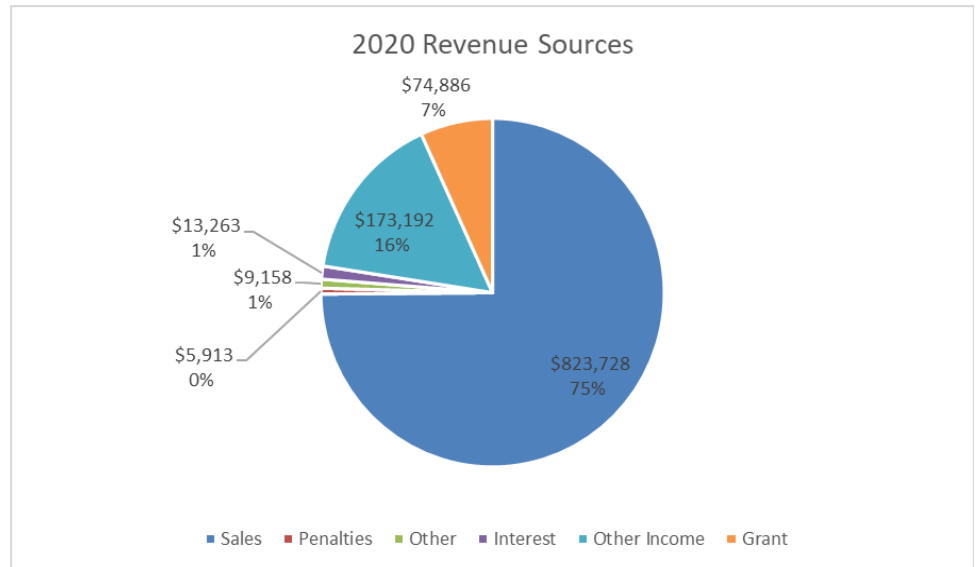


2022 PROPOSED BUDGET

WATER DEPARTMENT

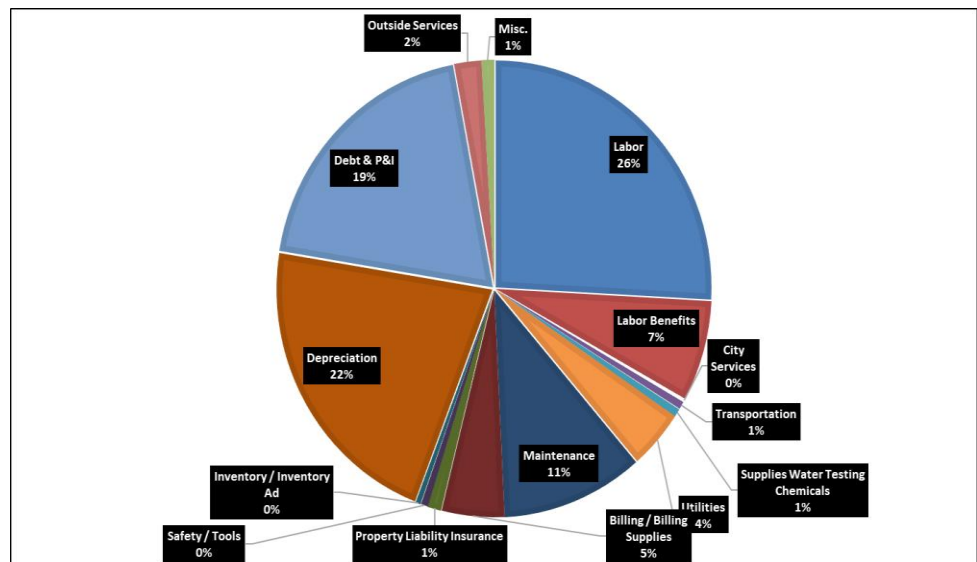
2021 revenue from sales is projected to be at \$860 thousand compared to 2020 of \$824 thousand.

Sales are 75% of the Water Department's total revenue. Other revenue sources are 16% of revenue at \$173 thousand. Other revenue includes outside services provided at \$142,000.



Water expenses include debt and depreciation at 41%, labor and labor expenses next at 33%. Fixed assets are 75% of our total expenses. This includes debt, insurance, labor, benefits, transportation, and other expenses.

Overall, all expenses continue to increase as the Water Plant ages. We are starting to see some of the components starting to show signs of wearing out.



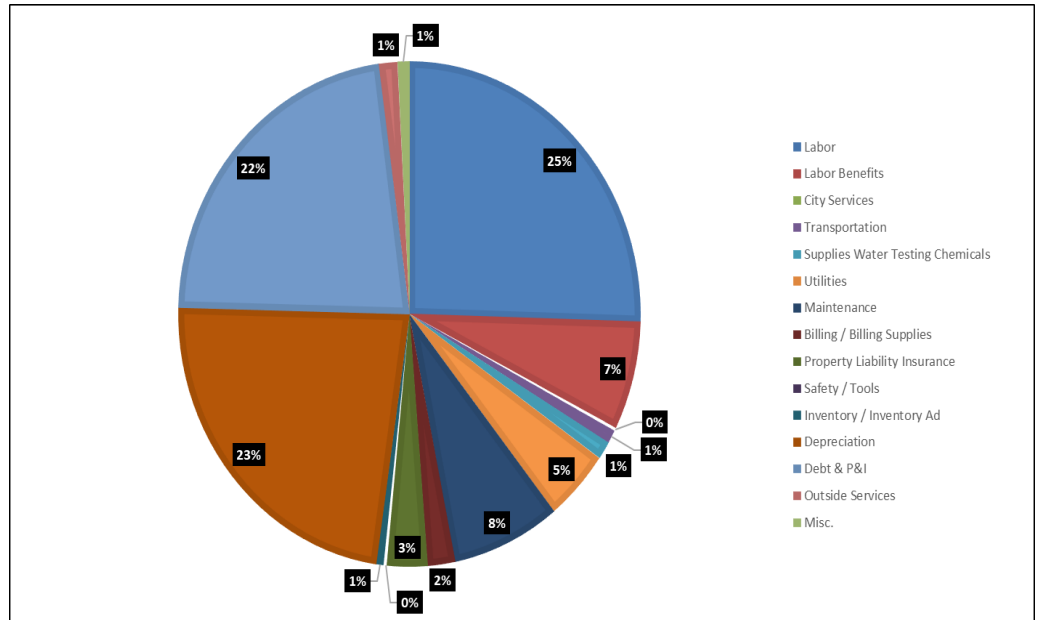
2022 PROPOSED BUDGET

WATER DEPARTMENT

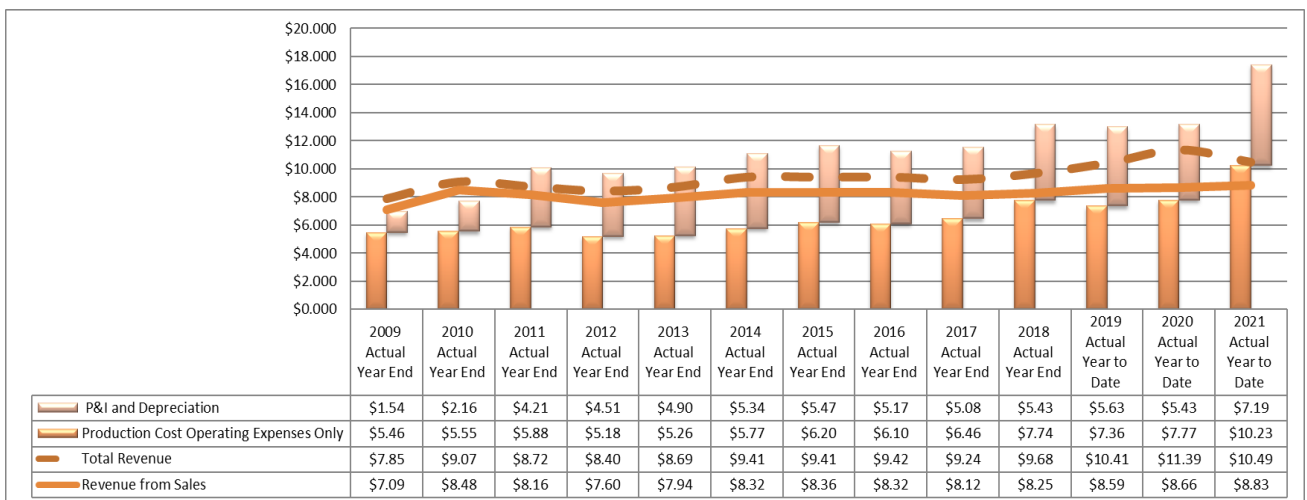
When you look at revenue since 2012 (first full year of operation of the new WTP) it has not increased and has been steady, while expenses excluding depreciation and P&I have been increasing about 9% annually. The P&I and depreciation increased our expenses by about 50% in 2011 which was the first year of payments towards the loan.

When you break expenses out by category you can see that debt, interest and depreciation is 45% of our total expenses making our operating expenses 55%.

Our total fixed cost is 75% of our total operating expenses before we sell one gallon of water.



So far this year we have generated around \$10.49 per 1,000 gallons for total revenue in 2021. While our total expenses were \$17.42, with over \$5.00 going toward P&I and depreciation, and with the balance as operating expenses. Using the same period time for previous years, the total expenses are comparable; 2019 - \$21.21 and 2020- \$21.99. Looking at revenue from sales only, we generate \$8.83 per 1,000 gallons, up \$0.17 per 1,000 gallons from 2020.



2022 PROPOSED BUDGET

WATER DEPARTMENT

We are planning the following Capital Projects for 2022:

Capital Projects

Replace 5 Fire Hydrants	\$30,000
Replace 3 Water Main Valves	\$15,000
Wells 11 & 4 Inspection (Install VFD and Pressure Transducer)	\$15,000
Well 11 New Wellhouse	\$20,000
New Well	\$850,000

Replacement Truck	\$37,000
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Total	\$967,000
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Total Revenue	\$1,127,780
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Total Expenses	\$1,529,979
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Net	-\$402,199.00
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Total Capital Projects	\$967,000
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2022 PROPOSED BUDGET

WATER DEPARTMENT

Final Audit Numbers	2009 Actual Year End	2010 Actual Year End	2015 Actual Year End	2016 Actual Year End	2017 Actual Year End	2018 Actual Year End	2019 Actual Year End	2020 Actual Year End	2021 Year to Date	2021 BUDGET NUMBERS	2021 Estimated Year End	PROPOSED 2022 BUDGET
Revenue												
Sales	\$738,716	\$880,567	\$887,637	\$946,067	\$931,809	\$901,619	\$ 800,864	\$ 823,728	\$ 506,858	\$833,197	\$ 860,702	\$ 976,806
Penalties	\$4,661	\$5,825	\$5,455	\$5,155	\$4,929	\$5,721	\$ 5,521	\$ 5,913	\$ 4,112	\$4,608	\$ 6,983	\$ 6,351
Other	\$20,997	\$31,949	\$30,422	\$29,729	\$25,155	\$15,329	\$ 142	\$ 9,158	\$ 14,997	\$21,837	\$ 25,466	\$ 20,620
Interest	\$19,643	\$15,909	\$7,690	\$7,459	\$6,980	\$9,115	\$ 12,920	\$ 13,263	\$ 10,632	\$12,705	\$ 18,054	\$ 14,910
Other Income	\$11,955	\$6,807	\$1,264	\$1,878	\$2,986		\$ 157,457	\$ 173,192	\$ 76,151	\$113,801	\$ 129,314	\$ 109,094
Grant	\$25,000	\$15,274			\$25,232	\$41,344	\$ 10,000	\$ 74,886	\$ 54	\$0		\$ -
Total Revenue	\$820,972	\$956,331	\$932,468	\$990,288	\$997,091	\$973,128	\$ 986,904	\$ 1,100,140	\$ 612,804	\$986,148	\$ 1,040,519	\$ 1,127,780
Expenses												
Production & Procurement	\$180,473	\$129,048	\$196,341	\$201,027	\$228,363	\$346,227	\$ 248,951	\$ 265,900	\$ 275,018	\$ 281,616	\$ 407,434	\$ 445,053
Distribution	\$116,022	\$162,408	\$93,618	\$113,529	\$110,974	\$85,728	\$ 104,787	\$ 134,723	\$ 77,344	\$ 83,775	\$ 114,583	\$ 135,767
Customer Accounting & Collection	\$13,570	\$20,631	\$28,781	\$31,175	\$33,553	\$36,889	\$ 31,436	\$ 3,532	\$ 23,931	\$ 43,758	\$ 35,453	\$ 42,826
Administrative & General	\$230,022	\$272,997	\$284,190	\$293,597	\$317,307	\$302,574	\$ 305,416	\$ 341,368	\$ 213,649	\$ 360,719	\$ 316,517	\$ 343,262
Depreciation	\$117,774	\$132,925	\$289,927	\$291,613	\$298,495	\$297,285	\$ 291,508	\$ 280,527	\$ 169,340	\$ 287,774	\$ 250,874	\$ 310,872
Interest Expenses & Financial Charge	\$29,473	\$25,119	\$135,168	\$131,269	\$126,701	\$123,014	\$ 157,934	\$ 89,297	\$ 125,000	\$ 125,000	\$ 185,185	\$ 125,000
Principal /Bond Payment	\$14,160	\$70,168	\$117,528	\$120,196	\$122,975	\$125,821	\$ 83,839	\$ 155,000	\$ 125,821	\$ 122,975	\$ 186,401	\$ 125,821
Other Expenses	\$30,797		\$11,716	\$2,159	\$7,077	\$6,541	\$ 6,680	\$ 4,870	\$ 7,798	\$ -	\$ 11,553	\$ 1,377
Total Expenses	\$732,291	\$813,296	\$1,157,269	\$1,184,565	\$1,245,445	\$1,324,079	\$1,230,551	\$1,275,217	\$1,017,900	\$1,305,617	\$1,508,000	\$1,529,979
Operating Expenses Only	\$570,884	\$585,084	\$614,646	\$641,487	\$697,274	\$777,959	\$697,270	\$750,393	\$597,739	\$ 769,868	\$ 885,539	\$ 968,286
Debt, Interest & Depreciation	\$161,407	\$228,212	\$542,623	\$543,078	\$548,171	\$546,120	\$533,281	\$524,824	\$420,161	\$ 535,749	\$ 622,460	\$ 561,693
Total Operating Expenses W/O Principal	\$718,131	\$743,128	\$1,039,741	\$1,064,369	\$1,122,470	\$1,198,258	\$1,146,712	\$1,120,217	\$892,079		\$1,321,598	\$1,404,158
Yearend Net	\$88,681	\$143,035	(\$224,801)	(\$194,277)	(\$248,354)	(\$350,951)	(\$243,647)	(\$175,077)	(\$405,096)	(\$319,469)	(\$467,481)	(\$402,198)

BUDGET SUMMARY	2009 Actual Year End	2010 Actual Year End	2015 Actual Year End	2016 Actual Year End	2017 Actual Year End	2018 Actual Year End	2019 Actual Year End	2020 Actual Year End	2021 Actual Year End	2021 BUDGET NUMBERS	2021 Estimated Yearend	2022 Proposed Budget
Labor	\$185,762	\$298,012	\$256,238	\$273,671	\$287,438	\$286,073	\$321,646	\$333,416	\$207,077	\$ 362,549	\$ 306,781	\$ 350,251
Labor Benefits	\$103,675	\$98,238	\$56,990	\$67,172	\$103,775	\$82,240	\$87,714	\$92,167	\$56,315	\$ 96,447	\$ 83,429	\$ 95,127
City Services	\$802	\$291	\$4,903	\$9,380	\$5,081	\$3,110	\$2,367	\$3,374	\$1,018	\$ 2,750	\$ 1,508	\$ 3,362
Transportation	\$8,217	\$9,166	\$8,906	\$6,976	\$8,124	\$9,967	\$11,068	\$7,078	\$9,659	\$ 8,922	\$ 14,310	\$ 11,841
Supplies Water Testing Chemicals	\$19,807	\$30,571	\$16,652	\$30,990	\$8,437	\$280	\$14,571	\$7,797	\$6,671	\$ 20,943	\$ 9,884	\$ 10,051
Utilities	\$37,595	\$41,141	\$52,140	\$56,167	\$57,628	\$58,102	\$57,852	\$54,516	\$34,539	\$ 63,435	\$ 51,169	\$ 61,428
Maintenance	\$134,709	\$29,866	\$100,733	\$87,854	\$116,485	\$222,367	\$95,918	\$136,644	\$203,721	\$ 77,875	\$ 300,305	\$ 313,521
Billing / Billing Supplies	\$11,204	\$8,372	\$31,435	\$30,978	\$15,694	\$31,477	\$24,086	\$59,797	\$18,352	\$ 20,994	\$ 15,946	\$ 19,623
Property Liability Insurance	\$21,230	\$21,563	\$32,930	\$31,949	\$35,722	\$33,986	\$35,138	\$13,447	\$18,460	\$ 37,242	\$ 27,348	\$ 30,180
Safety / Tools	\$5,002	\$6,397	\$4,058	\$9,580	\$4,475	\$3,478	\$2,974	\$6,740	\$1,902	\$ 5,050	\$ 2,818	\$ 4,361
Inventory / Inventory Ad	\$11,402	\$16,330	\$11,716	\$2,159	\$12,592	\$6,542	\$6,680	\$4,870	\$7,798	\$ -	\$ 11,553	\$ 1,377
Depreciation	\$117,774	\$132,925	\$289,927	\$291,613	\$298,495	\$297,285	\$291,508	\$280,527	\$169,340	\$ 287,774	\$ 250,874	\$ 310,872
Debt & P&I	\$43,633	\$95,287	\$252,696	\$251,465	\$249,676	\$248,835	\$283,755	\$250,821	\$250,821	\$ 247,975	\$ 371,587	\$ 250,821
Outside Services	\$19,859	\$21,695	\$21,216	\$16,467	\$17,656	\$24,180	\$15,970	\$26,171	\$21,633	\$ 32,323	\$ 32,049	\$ 33,848
Misc.	\$2,786	\$3,734	\$5,335	\$7,085	\$8,241	\$5,490	\$10,509	\$12,012	\$10,593	\$ -	\$ 11,553	\$ 1,377
Total Revenue	\$820,972	\$956,331	\$932,468	\$990,288	\$997,091	\$973,128	\$986,904	\$1,100,140	\$612,804		\$1,040,519	\$1,127,780
Total Expenses	\$732,291	\$813,296	\$1,157,269	\$1,184,565	\$1,245,445	\$1,324,079	\$1,230,551	\$1,275,217	\$1,017,900		\$1,508,000	\$1,529,979

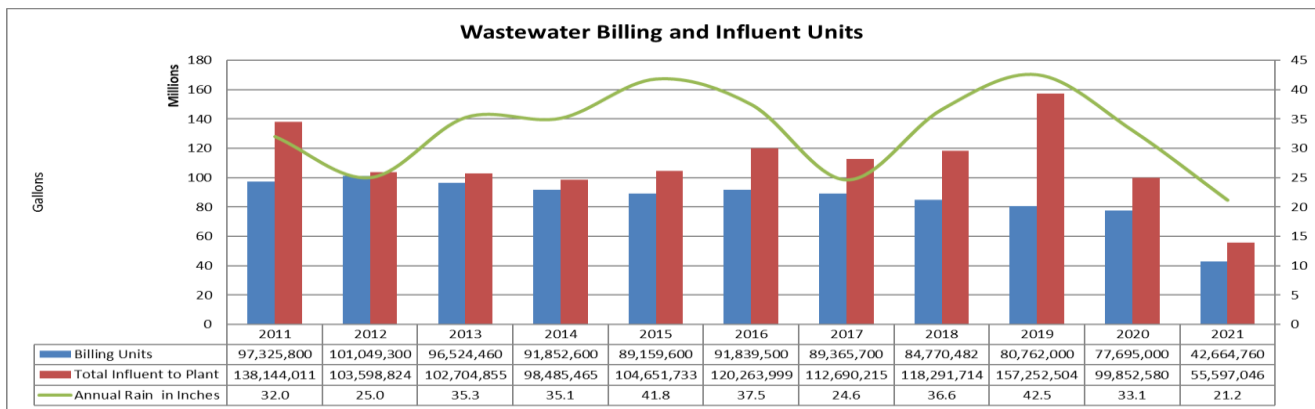
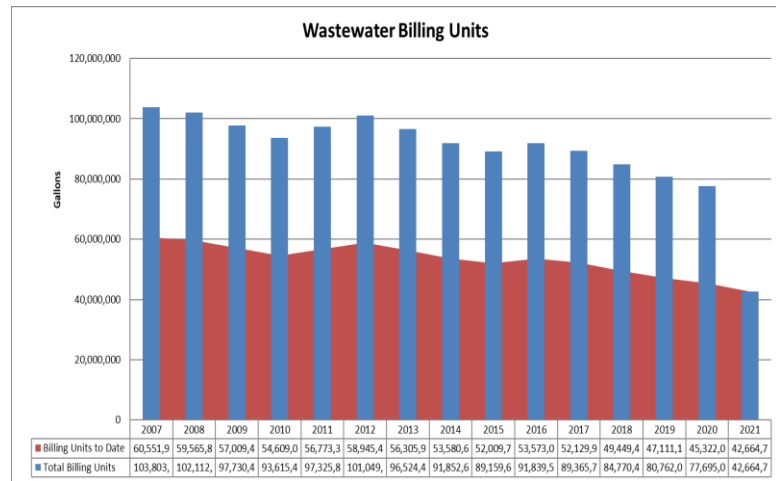
2022 PROPOSED BUDGET

WASTEWATER DEPARTMENT

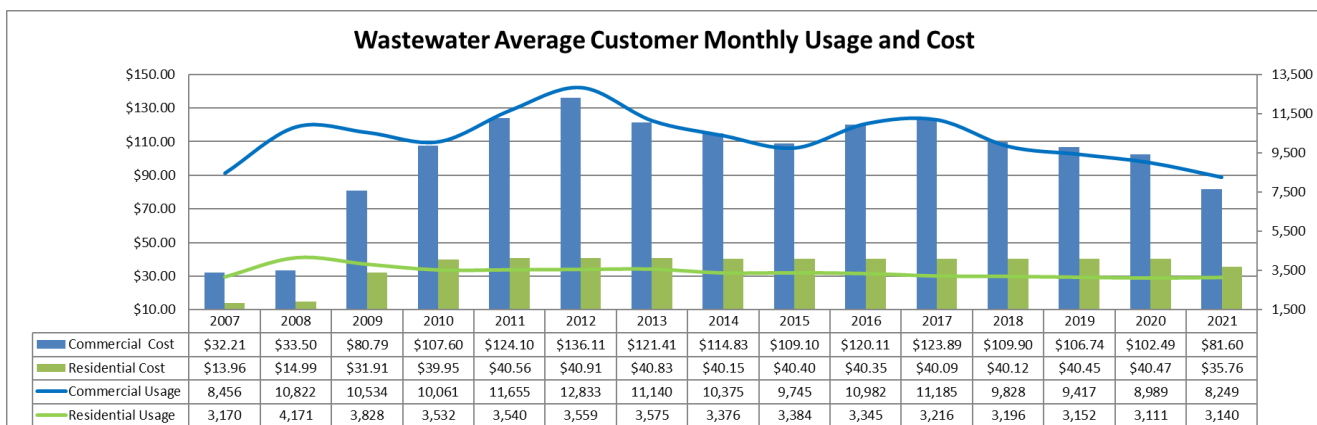
Total Wastewater billing units are 3 million gallons below 2020 and 2 million gallons below 2019. So overall we are about 5 million gallons below average billing units.

There is a downward trend on billing units. Billing units have dropped from a 2012 high of 59 million to our current average less than 45 million.

Our influent flows have been increasing from our low in 2014 of 98 million to a high of 157 million in 2019. Most of this unaccounted flow is due to damaged sewer mains and manholes that we are starting to address.



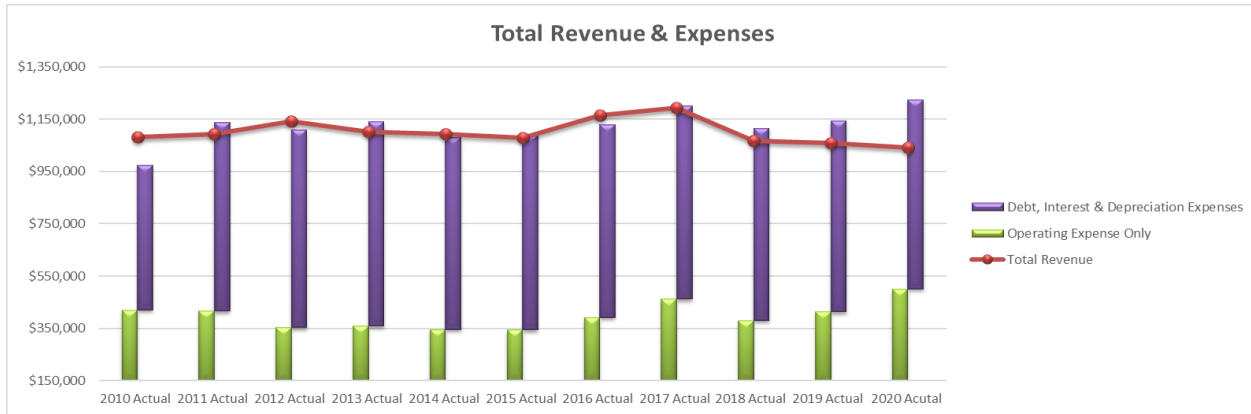
The average residential customer costs in 2021 were \$35.76 compared to \$40.47 in 2020, a decrease in costs of 13%. This is partially due to the decline in billing units but mainly due to the new rate schedule that went into effect this year. Commercial customers are also seeing a benefit of the new rate structure with a decrease in costs in 2020 of \$102.49 to 2021 of \$81.60 or 20% decrease in costs.



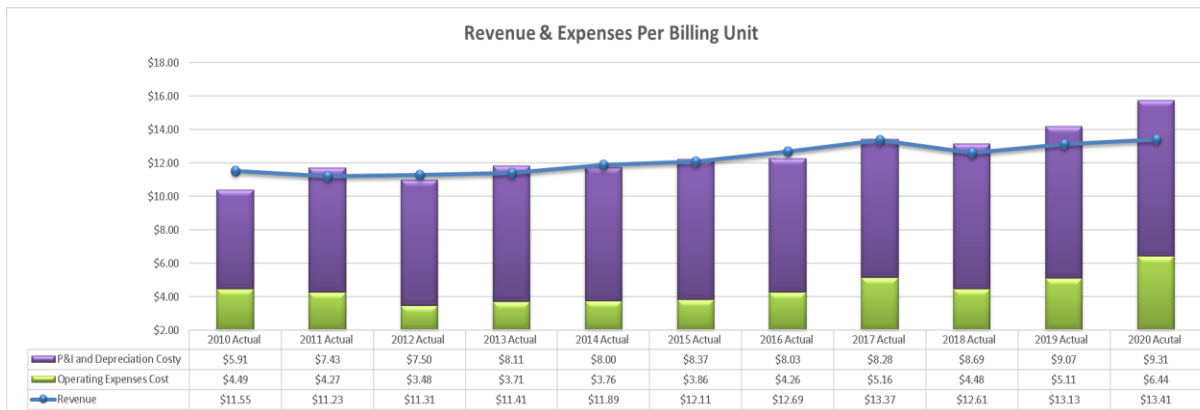
2022 PROPOSED BUDGET

WASTEWATER DEPARTMENT

This rate change has impacted total revenue, we are projecting sales revenue to be around \$888,000 at year end compared to 2020 of \$983,000. This is a 10% decrease in total sales revenue. We are forecasting expenses in 2021 to be around \$1.167 million compared to \$1.223 million in 2020. It is anticipated that expenses will rise substantially in the future.



When you break down revenue and expenses by billing units you can see that our expenses in 2020 were \$15.75 per 1,000 gallons while revenue was only \$13.41 per 1000 gallons. For 2021, we are seeing expenses at \$13.29 and revenue at \$10.24 per 1,000 gallons.



2022 PROPOSED BUDGET

WASTEWATER DEPARTMENT

Capital Projects 2022

Distribution System	Cost
Repair Sewer Mains	\$450,000
Repair Manholes	\$100,000
Paint Steel Final Clarifiers	\$65,000
Vehicle Replacement	\$35,000

2022 Budget

Total Revenue	\$976,606
Total Expenses	\$1,176,469
Net	-\$199,863
Capital Improvements	\$650,000

2022 PROPOSED BUDGET

WASTEWATER DEPARTMENT

	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year to Date	2021 Estimated Yearend	2022 Budget Amounts
Sales	\$1,076,596	\$1,069,913	\$1,049,668	\$1,093,769	\$1,070,442	\$1,035,623	\$1,002,592	\$982,881	\$ 515,796	\$ 888,046	\$ 916,460
Penalties	\$9,391	\$5,038	\$6,648	\$6,305	\$ 5,875	\$7,022	\$5,609	\$7,068	\$ 4,076	\$ 7,017	\$ 6,764
Other	\$5,064	\$8,552	\$8,473	\$48,714	\$100,320	\$20,751	\$94	\$94	\$ 4,818	\$ 8,295	\$ 9,866
Interest	\$9,993	\$9,771	\$15,219	\$16,477	\$ 17,629	\$20,358	\$16,549	\$36,730	\$16,777	\$28,884	\$ 28,280
Other Income	\$85	\$37			\$ 758	\$65	\$33,913	\$1,990	\$13,640	\$ 23,484	\$ 17,256
Grant					\$0	\$0	\$0	\$13,428	\$ -	\$ -	\$ -
Total Revenue	\$1,101,129	\$1,092,311	\$1,080,008	\$1,165,265	\$1,195,024	\$1,067,819	\$1,059,663	\$1,042,191	\$ 655,107	\$ 955,726	\$ 976,606
Expenses											
Production & Procurement	\$112,000	\$115,371	\$122,126	\$149,388	\$179,893	\$124,373	\$100,031	\$161,362	\$ 77,800	\$ 116,860	\$ 140,648
Distribution	\$70,975	\$49,396	\$35,165	\$56,566	\$ 93,551	\$55,089	\$62,951	\$79,142	\$ 72,432	\$ 108,796	\$ 110,302
Customer Accounting & Collection	\$19,659	\$22,321	\$20,560	\$22,592	\$ 24,027	\$25,971	\$21,583	\$25,506	\$ 15,822	\$ 23,766	\$ 26,676
Administrative & General	\$155,016	\$158,522	\$165,572	\$163,040	\$198,095	\$174,236	\$207,861	\$233,845	\$127,662	\$ 191,756	\$ 207,537
Other Expenses		\$328	\$55				\$-45		\$ -	\$ -	\$ -
Depreciation	\$291,009	\$291,798	\$285,848	\$287,518	\$ 288,283	\$286,305	\$279,213	\$277,488	\$187,591	\$ 281,773	\$ 295,803
Interest/Expenses & Financial Charge	\$227,548	\$123,125	\$135,188	\$120,024	\$116,672	\$114,586	\$57,891	\$51,028	\$ 41,987	\$ 50,000	\$ 45,503
Principal Bond Payment	\$254,519	\$320,000	\$325,000	\$330,000	\$ 335,000	\$335,000	\$395,000	\$395,000	\$197,500	\$ 395,000	\$ 350,000
Total Expenses	\$1,140,726	\$1,080,533	\$1,089,787	\$1,129,163	\$1,201,491	\$1,115,560	\$1,144,485	\$1,223,971	\$ 720,804	\$ 1,167,951	\$ 1,176,469
Operating Expense Only	\$357,650	\$345,610	\$343,771	\$391,621	\$461,536	\$379,669	\$412,381	\$500,455	\$293,716	\$441,178	\$485,163
Debt, Interest & Depreciation Expenses	\$783,076	\$734,923	\$746,016	\$737,542	\$739,955	\$736,891	\$732,104	\$723,516	\$427,088	\$726,773	\$691,306
Yearend Net	\$39,597	\$11,778	\$9,779	\$36,102	\$6,467	\$47,741	\$34,922	\$161,780	\$165,697	\$212,225	\$199,863

	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year to Date	2021 Estimated Yearend	2022 Budget Amounts
BUDGET SUMMARY											
Labor	\$ 161,047	\$ 150,971	\$ 151,688	\$ 172,593	\$ 183,238	\$ 169,121	\$ 190,286	\$ 193,573	\$ 136,800	\$ 205,481	\$ 221,105
Labor Benefits	\$ 45,078	\$ 38,943	\$ 36,865	\$ 43,697	\$ 65,738	\$ 53,946	\$ 62,725	\$ 63,261	\$ 43,282	\$ 65,012	\$ 64,619
City Services	\$ 251	\$ 413	\$ 355	\$ 7,573	\$ 15,809	\$ 3,447	\$ 3,175	\$ 3,216	\$ 190	\$ 286	\$ 4,155
Transportation	\$ 16,607	\$ 15,644	\$ 11,302	\$ 9,592	\$ 15,302	\$ 11,043	\$ 20,083	\$ 23,166	\$ 6,282	\$ 9,436	\$ 14,476
Plant Supplies / Water Testing / Chemicals	\$ 7,463	\$ 8,504	\$ 8,522	\$ 11,774	\$ 12,678	\$ 12,347	\$ 9,511	\$ 8,533	\$ 6,878	\$ 10,331	\$ 11,683
Utilities	\$ 48,073	\$ 49,102	\$ 48,276	\$ 52,853	\$ 59,110	\$ 45,687	\$ 45,121	\$ 43,854	\$ 29,802	\$ 44,765	\$ 53,333
Maintenance	\$ 43,653	\$ 23,686	\$ 37,550	\$ 51,737	\$ 51,934	\$ 32,302	\$ 31,066	\$ 70,096	\$ 32,969	\$ 49,521	\$ 50,735
Billing / Billing Supplies	\$ 8,888	\$ 14,353	\$ 10,875	\$ 7,982	\$ 13,171	\$ 14,594	\$ 10,134	\$ 13,506	\$ 7,119	\$ 10,892	\$ 12,372
Property / Liability Insurance	\$ 16,265	\$ 26,923	\$ 13,789	\$ 14,832	\$ 16,815	\$ 17,395	\$ 19,106	\$ 40,370	\$ 13,911	\$ 20,895	\$ 25,479
Outside Services	\$ 9,490	\$ 10,697	\$ 14,020	\$ 9,654	\$ 17,872	\$ 11,161	\$ 10,046	\$ 17,074	\$ 9,277	\$ 13,934	\$ 14,466
Misc.	\$ 898	\$ 2,517	\$ 2,842	\$ 3,413	\$ 4,049	\$ 2,963	\$ 5,495	\$ 4,456	\$ 1,985	\$ 2,610	\$ 5,180
Safety / Tools	\$ 2,913	\$ 3,175	\$ 1,821	\$ 2,223	\$ 2,668	\$ 2,612	\$ 2,590	\$ 4,435	\$ 5,163	\$ 7,755	\$ 7,560
Inventory / Inventory Adj	\$ 1	\$ 107	\$ 328	\$ 55	\$ (81)	\$ (65)	\$ (45)	\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 291,009	\$ 291,798	\$ 285,848	\$ 287,518	\$ 288,283	\$ 286,305	\$ 279,213	\$ 277,488	\$ 187,591	\$ 281,773	\$ 295,803
Debt P&I	\$ 532,547	\$ 443,125	\$ 446,685	\$ 448,614	\$ 451,672	\$ 449,585	\$ 452,881	\$ 446,028	\$ 436,997	\$ 445,000	\$ 395,503



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between Auburn Board of Public Works, Auburn, NE ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Sanitary Sewer Improvements, Auburn, Nebraska. JEO Project # 210504.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is:

CWSRF Funding Phase:	\$ 3,000.00	Lump Sum
Design:	\$52,200.00	Lump Sum
Bidding:	\$ 4,500.00	Lump Sum
Construction Administration:	\$ 6,500.00	Lump Sum
CWSRF Limited Fiscal Sustainability Plan:	\$ 4,000.00	Lump Sum
CWSRF Limited O&M Manual:	\$ 4,000.00	Lump Sum
Davis Bacon Administration:	\$ 4,000.00	Lump Sum
Resident Project Representation (RPR):	\$ 8,000.00	Hourly (estimated)
Total:	\$86,200.00	Estimated

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

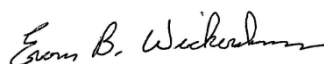
5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: Auburn Board of Public Works
Auburn, Nebraska

Engineer: JEO Consulting Group, Inc.



By: _____

By: Evan Wickersham

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 10/15/21

Address for giving notices:

Address for giving notices:

Auburn Board of Public Works

JEO Consulting Group, Inc.

PO Box 288

1201 1st Avenue

Auburn, NE 68305-0288

Nebraska City, NE 68410

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's

profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.



10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



EXHIBIT A

SCOPE OF SERVICES

**SANITARY SEWER IMPROVEMENTS
AUBURN, NEBRASKA
JEO Project # 210504.00**

1. Project Description/Assignment:

Sanitary Sewer Improvements for Auburn Nebraska: Engineering, Design, Bidding, and Construction Services to rehabilitate portions of the City's existing sewer main collection system utilizing SRF funding. The anticipated project areas are highlighted on the attached map. A majority of the sewer rehabilitation will take place utilizing cured in place pipe (CIPP). Localized locations may require point repairs via open-cut methods. One location will require modification to an existing water main as well as an open-cut sewer main repair. JEO will utilize existing sanitary sewer inspection videos and reports to prepare improvement plans.

2. Scope of Services

I. **Design Phase**

- A. Utilize the City's existing GIS data base to reference the sewer system depth and location.
- B. Complete a topographic survey at the location where the water main will require relocation.
- C. Assist the City in obtaining a CCTV company to camera the City's sewer mains, as needed.
- D. Review the video data in detail and reference the GIS database. Prepare a 30% complete set of plans.
- E. Set up the specifications for the proposed improvements outlining the materials and construction methods to be used.
- F. Prepare 60% complete preliminary plans and specifications. Plans to be 11"x17" sheets included with the specification book. Sheets to include:
 - a. General location maps.
 - b. Sanitary sewer/ water main relocation plan sheet.
 - c. Detail sheets.
- G. Perform an internal quality assurance and quality control (QA/QC) review of the plans and specifications.
- H. Provide a 60% complete preliminary design to City staff for their review and comments. (1 meeting).
- H. Revise plans and specifications based on the QA/QC comments and any comments from the City staff.
- I. Revise plans and specifications based on the QA/QC comments.
- J. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.
- K. Set up the bidding documents for the proposed work.
- L. Perform a 90% complete internal quality assurance and quality control (QA/QC) review of the plans and specifications.
- M. Revise plan and specifications based on the QA/QC comments.
- N. Provide completed final documents (Plans, Specifications, and Contract Documents) to Owner for review and approval.
- O. Submit final plans, specifications, and bid documents to the Nebraska Department of Environmental Quality. Owner to pay all permit fees, if applicable.

EXHIBIT A

- P. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.

II. **Bidding and Negotiation Phase**

- A. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Assist the Owner in securing construction bids for the project.
- D. Assist the Owner at the bid opening. (1 meeting).
- E. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- F. Prepare and submit necessary information to the Owner for project award approval.
- G. Prepare Contract Documents for execution by Contractor and the Owner, and approval by Owner and Owner's legal and insurance counsel.

III. **Construction Administration & Staking Phase**

- A. Assist the City in completing the SRF bid document review checklist.
- B. Schedule and conduct Pre-construction Conferences, on site, for the proposed improvements. (1 meeting).
- C. Provide interpretation of the plans and specifications, when necessary.
- D. Review shop drawings and related data supplied by the Contractor.
- E. Provide Construction Staking at the location of water main relocation/ sewer repair.
- F. Review Contractor's monthly payment estimates and provide to Owner and review.
- G. Consult with and advise Owner during construction.
- H. Review Geotechnical soil and concrete testing results, as needed. Testing to be paid for by Owner.
- I. Recommend to the Owner the acceptance of the projects, and complete the necessary certificates. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

IV. **Construction Observation- Resident Project Representation**

- A. JEO will furnish a Resident Project Representative (RPR) to observe construction progress and quality of the work at time intervals as requested by the Owner.
- B. The duties and responsibilities of the RPR are described as follows:
 - a. Review of contractors work for general compliance with the plans and specifications.
 - b. Complete Construction Observation Reports when on site.
 - c. Coordinate pay quantities with Contractor and Engineer.
 - d. Assist in the review of shop drawings.
 - e. Review of materials delivered to the site for specification compliance.
 - f. Assist the Engineer in interpretation of the plans and specifications to the contractor.

EXHIBIT A

- g. Review and coordinate materials testing by assigned testing firm (soil and concrete testing).
- h. Obtain as-built drawing from the Contractor and review for accuracy

V. Operations and Maintenance Manual

- A. Compile and operations and maintenance (O&M) manual to meet the requirements of the Clean Water State Revolving Loan (CWSRF) Program, if required by CWSRF.

VI. Fiscal Sustainability Plan

- A. Compile a fiscal sustainability plan (FSP) to meet the requirements of the Clean Water State Revolving Loan (CWSRF) Program, if required by CWSRF.

VII. Davis Bacon Administration

- A. Provide Davis Bacon Payroll Administrative Services. Services include the verification of contractor payroll in comparison to the Davis Bacon Labor rates.

VIII. Additional Services Not Included, But Could Be Negotiated If Needed.

- A. Floodplain, Corps 404, Migratory Bird Studies, or other environmental permitting, not outlined in the scope of services.
- B. Meetings not outlined in the scope of services.
- C. Any other item not outlined in the scope of services.

IX. Summary of Meetings

- A. 60% review meeting with the City Staff.
- B. Attendance at Bid Opening.
- C. Pre-construction meeting.

X. Estimated Time Frame

- A. Design Phase – 120 calendar days from the Notice to Proceed.
- B. Bidding & Negotiation Phase – 30 to 60 calendar days from date of advertising.
- C. Construction Phase – after construction contract award and during construction.

Low Income Household Water Assistance Program Vendor Agreement

PURPOSE: This Agreement (“Agreement”) between the State of Nebraska, Department of Health and Human Services, (“DHHS”), and the [] (“Vendor”) shall govern the purchase of water services from the Vendor on behalf of households eligible for the Low Income Household Water Assistance Program (LIHWAP). The federal funds will be used to assist eligible households with arrearages, rates and fees associated with reconnection or prevention of disconnection of service, and rate reduction for such services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations per General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants and LIHWAP [supplemental terms and conditions](#). Expenditure of LIHWAP funds is governed by the Notice of Award, Nebraska’s approved LIHWAP state plan, and the requirements of the Administration for Children and Families Office of Community Services.

1. DURATION

- 1.1 **Term.** This Agreement shall be in effect beginning on the date that DHHS notifies the Vendor that they have been approved for enrollment. The Agreement shall not bind, nor purport to bind, DHHS for any commitment over the original Agreement period.
- 1.2 **Modifications.** All modifications to this Agreement shall be in writing and agreed upon by both parties.
- 1.3 **Termination.** This Agreement will terminate effective immediately upon a determination by DHHS that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 15 calendar days of the termination.
 - 1.3.1 Either DHHS or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 30 calendar days' written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit.

2. RESPONSIBILITIES

- 2.1 **DHHS.** DHHS shall:
 - 2.1.1 Equitably provide outreach activities to potentially eligible households.
 - 2.1.2 Based on established criteria, determine household eligibility promptly for LIHWAP.
 - 2.1.3 Provide the household notification of approved services.
 - 2.1.4 Review utility account documentation. DHHS will request additional documentation or clarification of charges as needed. No payment will be made without all required documentation of charges.
 - 2.1.5 Provide payment to the Vendor for eligible households after receipt of all required documentation for services rendered, according to this Agreement, and upon full compliance by the Vendor with the terms herein.
 - 2.1.6 Issue payments to the Vendor by Electronic Funds Transfer (EFT). Payments will be issued in a lump sum. DHHS will identify to the Vendor each eligible customer on whose behalf DHHS will make payment for water services, and the payment amount each customer is eligible to receive. The Vendor will be notified of payment details via the email address provided by the Vendor.

The detailed payment information will arrive via e-mail two (2) to three (3) days after payment is issued or via mail five (5) to seven (7) days after payment is issued.

- 2.1.7 Comply with all relevant state and federal laws and regulations, the Notice of Award, terms and conditions set forth by the Administration for Children and Families, program policies, and Nebraska's approved LIHWAP state plan in the implementation of LIHWAP.
- 2.1.8 Establish such fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state per all relevant state and federal laws and regulations, the Notice of Award, terms and conditions, program policies, and Nebraska's approved LIHWAP state plan, including procedures for monitoring the assistance provided under this title.
- 2.1.9 Monitor a portion of the Vendors to ensure compliance with the Vendor Agreement and program policies. By signing the Vendor Agreement, Vendors agree to be periodically monitored and provide necessary monitoring information when requested.
- 2.1.10 Provide the Vendors selected for compliance monitoring with a LIHWAP Monitoring Report to describe the information needed.

2.2 Vendor. The Vendor shall:

- 2.2.1 Provide DHHS a copy of the Employer Identification Number document or Social Security card which was issued to the Vendor and which displays the number used by the IRS as the Vendor's tax identification number. Notify DHHS immediately when the tax identification number is changed. A new W-9 form must be completed and returned to DHHS.
- 2.2.2 Provide DHHS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to: address; account holder name; account number; line item accounting of amount owed and service it is owed for, water burden, payment history; how the LIHWAP payment was applied; and the impact of the payment.
- 2.2.3 Notify DHHS within ten (10) days when: the name of the company; ownership of the company; contact person; contact or billing information; services to be provided; or service coverage area changes.
- 2.2.4 Notify DHHS within ten (10) days if a LIHWAP payment is made for a customer residing in the Vendor's service area but with incorrect account information.
- 2.2.5 Notify DHHS if the business owner or another key employee is employed by DHHS, as well as if a member of his or her immediate family is employed by DHHS. Immediate family is a spouse or other person who resides in the same household as the owner and is a dependent of the owner.
 - 2.2.5.1 DHHS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s). Conflict of interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.
- 2.2.6 Not serve as the Vendor for a household in which he or she is a current recipient of assistance from LIHWAP. Current is defined as during the present federal fiscal year.
- 2.2.7 Not serve as the Vendor for a dwelling or property that he or she owns.
- 2.2.8 Apply LIHWAP payments to the approved services for the LIHWAP eligible households identified by DHHS. Provide the services to each eligible and approved residential household for which payment is provided under LIHWAP.
- 2.2.9 Charge LIHWAP households using the Vendor's normal billing process the difference between the actual amount due and the amount of the payment made with LIHWAP funds.
- 2.2.10 Charge LIHWAP eligible households the same price for services that are charged to non-eligible households, as determined by the Vendor approved rate-setting process.
- 2.2.11 Not treat LIHWAP eligible households adversely because of such assistance under applicable provisions of state, territorial or tribal law, or public regulatory requirements.

- 2.2.12 Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- 2.2.13 Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- 2.2.14 Accept payment guarantees from DHHS to restore services and eliminate arrearages. The Vendor must immediately apply payment guarantees to the customer accounts for the appropriate services.
- 2.2.15 Within 1 business day of receipt of the payment guarantee inform DHHS of the following: the payment guarantee was applied to the customer account; the new balance; and whether reconnection occurred or disconnection was alleviated.
- 2.2.16 Not terminate water service to an eligible customer covered by this Agreement except under the conditions set forth in the Nebraska Rev. Stat. §§ 70-1603 through 70-1614.
- 2.2.17 Identify LIHWAP payments made for eligible household accounts as payment received from the LIHWAP.
- 2.2.18 Provide a statement to LIHWAP households indicating the cost of home drinking water and/or wastewater services provided.
- 2.2.19 Maintain any credit amount, on the designated account, as a credit until used by the customer for water services or the customer ends service with the Vendor.
- 2.2.20 Transfer any credit balance to the new account, within thirty (30) days, if the customer moves and remains with the same Vendor.
- 2.2.21 Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- 2.2.22 Return to DHHS within thirty (30) days of service ending any credit balance of LIHWAP funds.
- 2.2.23 Return to DHHS within thirty (30) days any LIHWAP payment for a customer not residing in the Vendor service area.
- 2.2.24 Return to DHHS within thirty (30) days of Vendor closing or being sold any LIHWAP credit balance. Funds may not be transferred to another Vendor.
- 2.2.25 Returned funds must be remitted to DHHS – Accounting PO Box 94906 Lincoln, NE 68509-9947.
- 2.2.26 All funds returned to DHHS must include the following:
 - 2.2.26.1 Name of client the payment was issued for;
 - 2.2.26.2 Client ID number the payment was issued for;
 - 2.2.26.3 Address and city the payment was issued for;
 - 2.2.26.4 Account holder's name the payment was issued for;
 - 2.2.26.5 Account number the payment was issued for;
 - 2.2.26.6 Date the original payment was posted to the account;
 - 2.2.26.7 Reason funds are being returned; and,
 - 2.2.26.8 Amount of funds being returned for each account.
- 2.2.27 Maintain current records and comply with any state or local regulations required for service provision.
- 2.2.28 Cooperate with any federal, state, or local investigation, audit, or program review. The Vendor shall allow DHHS representatives access to all records relating to LIHWAP households for compliance verification with this Agreement.
- 2.2.29 Understand that failure to cooperate with any federal, state, or local investigation, audit, or program review may result in immediate disqualification from participation in LIHWAP.
- 2.2.30 Take corrective action in the time frame specified by DHHS if violations of this Agreement are discovered. Corrective action may include but is not limited to providing detailed documentation of the changes made and detailed plans for future changes that will bring the Vendor into compliance.

- 2.2.30.1 Understand that failure to implement corrective actions may result in immediate disqualification from participation in the LIHWAP.
- 2.2.31 Collect and provide data within the time frame specified by DHHS and in the format requested by DHHS. The data must be provided to DHHS (or an authorized agent of DHHS) for verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application will authorize the Vendor to release this information to DHHS.
- 2.2.32 Retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until litigation, claim, negotiation, audit, or other action involving the records has been completed, if it was initiated prior to the expiration of this five (5) year period. These records may be used for a variety of program purposes including: program planning; program capacity building; assessing the impact of LIHWAP and other benefits on low-income households; and supporting funding decisions.
- 2.2.33 Provide at no cost to DHHS, in the format requested:
 - 2.2.33.1 Written account information, including: account number; address; accountholder name; and other household-specific information.
 - 2.2.33.2 Written information regarding the household's home drinking water and/or wastewater usage, current balance and itemized charges, bill payment history, and arrearage.
 - 2.2.33.3 Immediate written confirmation that the payment guarantee was applied to the household account, inform of the new balance, and inform whether reconnection occurred or disconnection was alleviated.
 - 2.2.33.4 Other data as requested.
- 2.2.34 Complete the Vendor Monitoring Report and supply the report and supporting documentation to DHHS within five business days of the request when selected for compliance monitoring.
- 2.3 **JOINT DUTIES.** Both the Vendor and DHHS shall:
 - 2.3.1 Meet as needed to discuss any issues, recommendations, unmet needs, and lessons learned.

3. CONDITIONS

- 3.1 **Authorities.** Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.
- 3.2 **Discrimination.** The Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. The Vendor shall not discriminate against a LIHWAP eligible household concerning terms, deferred payment plans, credit, conditions of sale, deposit, water rate, including service charges, reconnection charges payment plan arrangements, or discounts offered to other customers. The Vendor shall comply with all LIHWAP regulations, state and federal statutes and regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
- 3.3 **Confidentiality.** The Vendor agrees that any information and data obtained related to households shall be collected and held confidential, during and following the term of this Agreement. Household information shall not be disclosed without the individual's and DHHS's written consent and only per federal or state law. Vendors who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHHS of any breach or suspected breach in the security of such information. The Vendor shall allow DHHS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- 3.4 **Subcontracts.** DHHS reserves the right to require the Vendor to obtain permission to subcontract any portion of the work. If requested by DHHS, the Vendor shall furnish DHHS with the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain

liable for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

- 3.5 Fraud. The Vendor will be permanently disqualified from participating in LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to: intentionally providing false information to DHHS or knowingly allowing others to do so; intentional failure to notify DHHS of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows or by reasonable diligence would know, the Vendor is not entitled to under an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled under the terms of this Agreement and all applicable rules, regulations, laws, and statutes. Repayment must be made unless contrary to a court order.
- 3.6 Non-fraud overpayments. For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to DHHS.
- 3.7 Reporting fraud. The Vendor agrees to report any known fraud activity by the household to DHHS. This may include but is not limited to the following:
 - 3.7.1 The LIHWAP participant not disclosing all income.
 - 3.7.2 The LIHWAP participant not using awards appropriately.
 - 3.7.3 The LIHWAP participant not giving truthful information.
- 3.8 Business practices. The Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. No Vendor may participate in LIHWAP in any capacity or be a recipient of federal funds designated for this program if the provider has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.)
- 3.9 Binding on heirs and assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assign of each party but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- 3.10 Due authorization. The persons executing this Agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party executing this Agreement.
- 3.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

The parties to this Agreement acknowledge the information, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.

Vendor Name: _____

Signature of Authorized Representative for Vendor

Printed Name/Title of Representative for Vendor

Date

4. WATER UTILITY INFORMATION FORM

[illegible]

LOCALITIES SERVED

Please indicate which localities you will serve by entering each name of the locality in a box.

After signing the agreement and completing the vendor profile data pages, email pages to:
DHHS.LIHWAPMailbox@nebraska.gov

Remember to keep a copy for your records.

olsson®

CERTIFICATE OF PAYMENT: 11

Date of Issuance: September 27, 2021

Project: Substation Upgrades and 69kV Transmission Line, Auburn, Nebraska 2020
Auburn Board of Public Works, PO Box 288, 1600 O Street, Auburn, NE 69305

Project No.: 018-0379.300-300001

Contractor: IES Commercial, Inc., 120 S. Lincoln Street, PO Box 27, Holdrege, NE 68949

DETAILED ESTIMATE		
Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: IES COMMERCIAL, INC.		

Value of Work Completed This Request: \$ 13,071.40

Original Contract Cost: \$ 2,053,818.00
Approved Change Orders:
No. 1 \$13,071.40
No. 2
No. 3

Total Contract Cost: \$ 2,066,889.40

Value of completed work and materials stored to date \$ 2,066,889.40
Less retainage percentage 0% \$ -
Net amount due including this estimate \$ 2,066,889.40
Less: Estimates previously approved:

No. 1 \$119,027.20	No. 4 \$200,429.11	No. 7 \$300,225.22	No. 10 \$21,004.19
No. 2 \$268,781.94	No. 5 \$224,606.87	No. 8 \$90,462.69	No. 11
No. 3 \$262,615.32	No. 6 \$280,713.41	No. 9 \$80,570.25	No. 12

Total Previous Estimates: \$1,848,436.20

NET AMOUNT DUE THIS ESTIMATE: \$ 218,453.20

69KV Line - 03.0896.1 - pd in full 8/31/21
4160 Sub - 03.0875.1 - ~~Bar~~ Bar
AW - 218,453.20

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: Auburn Board of Public Works - Owner
IES Commercial, Inc. - Contractor
Olsson - Engineer

OLSSON

By: Erik E. Ehlson

[Handwritten signature]

Application and Certificate for Payment

TO OWNER: AIA Accounts Payable
AUBURN BOARD OF PUBLIC WORKS
PO BOX 288
AUBURN, NE 68305

PROJECT: 555002013
AUBURN SUBSTATION UPGRADE
AUBURN, NE

APPLICATION NO: 11
PERIOD TO: 09/22/2021

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

VIA ARCHITECT:

FROM CONTRACTOR:
IES COMMERCIAL INC
P.O. BOX 27
HOLDREGE, NE 689490027

CONTRACT FOR:

CONTRACT DATE: 08/12/2020

PROJECT NOS: /
OLSSON PROJ NO: 018-0379

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703[™], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 2,053,818.00
2. NET CHANGE BY CHANGE ORDERS	\$ 13,071.40
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 2,066,889.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 2,066,889.40

5. RETAINAGE:

- a. 0.00 % of Completed Work
(Column D + E on G703)
b. 0.00 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 2,066,889.40
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,848,436.20
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 218,453.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 13,071.40	\$ 0.00
TOTAL	\$ 13,071.40	\$ 0.00
NET CHANGES by Change Order	\$ 13,071.40	

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: IES COMMERCIAL INC

By: [Signature]
State of: NEBRASKA

Date: 9-22-21

County of: PHELPS

Subscribed and sworn to before me this 22ND day of SEPTEMBER 2022

Notary Public:

[Signature]

My commission expires: MARCH 21, 2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 218,453.20
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature]

Date: 9/27/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Agenda Item #9



Document G703™ - 1992

Continuation Sheet

Page 2 of 2

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
PROJECT: 555002013
AUBURN SUBSTATION UPGRADE
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 11
APPLICATION DATE: 09/22/2021
PERIOD TO: 09/22/2021
ARCHITECT'S PROJECT NO: 09/22/2021

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	BONDS & MOBILIZATION	\$63,459.00	\$63,459.00	\$0.00	\$0.00	\$63,459.00	100%	\$0.00
2	LINE - POLE FRAMING	\$176,617.00	\$176,617.00	\$0.00	\$0.00	\$176,617.00	100%	\$0.00
3	LINE - POLE SETTING	\$126,935.00	\$126,935.00	\$0.00	\$0.00	\$126,935.00	100%	\$0.00
4	LINE - CONDUCTOR	\$122,698.00	\$122,698.00	\$0.00	\$0.00	\$122,698.00	100%	\$0.00
5	LINE - GUYS & ANCHORS	\$33,769.00	\$33,769.00	\$0.00	\$0.00	\$33,769.00	100%	\$0.00
6	LINE - TRANSFER	\$28,617.00	\$28,617.00	\$0.00	\$0.00	\$28,617.00	100%	\$0.00
7	LINE - URD	\$36,056.00	\$36,056.00	\$0.00	\$0.00	\$36,056.00	100%	\$0.00
8	LINE - TRANSFORMERS / SWITCHES	\$18,458.00	\$18,458.00	\$0.00	\$0.00	\$18,458.00	100%	\$0.00
9	LINE - REMOVAL	\$139,864.00	\$139,864.00	\$0.00	\$0.00	\$139,864.00	100%	\$0.00
10	SUB - GSU STEEL & EQUIPMENT	\$35,504.00	\$35,504.00	\$0.00	\$0.00	\$35,504.00	100%	\$0.00
11	SUB - GROUNDING	\$42,148.00	\$42,148.00	\$0.00	\$0.00	\$42,148.00	100%	\$0.00
12	SUB - CONDUIT	\$297,699.00	\$297,699.00	\$0.00	\$0.00	\$297,699.00	100%	\$0.00
13	SUB - CONDUCTOR	\$509,358.00	\$509,358.00	\$0.00	\$0.00	\$509,358.00	100%	\$0.00
14	SUB - TERMS	\$78,764.00	\$78,764.00	\$0.00	\$0.00	\$78,764.00	100%	\$0.00
15	SUB - NORTH ALLY WORK	\$26,460.00	\$26,460.00	\$0.00	\$0.00	\$26,460.00	100%	\$0.00
16	SUB - FOUNDATIONS	\$174,510.00	\$174,510.00	\$0.00	\$0.00	\$174,510.00	100%	\$0.00
17	SUB - GRADING / ROCK SURFACING	\$18,197.00	\$18,197.00	\$0.00	\$0.00	\$18,197.00	100%	\$0.00
18	SUB - FENCE	\$18,490.00	\$18,490.00	\$0.00	\$0.00	\$18,490.00	100%	\$0.00
19	SUB - REMOVE FOUNDATIONS / STRUCTURES	\$56,215.00	\$56,215.00	\$0.00	\$0.00	\$56,215.00	100%	\$0.00
20	CONTINGENCY ALLOWANCE	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00
21	CHANGE ORDER #1	\$13,071.40	\$0.00	\$13,071.40	\$0.00	\$13,071.40	100%	\$0.00
TOTALS GRAND TOTAL		\$2,066,889.40	\$2,053,818.00	\$13,071.40	\$0.00	\$2,066,889.40	100%	\$0.00

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Dave Hunter

From: Vanessa A. Silke <vsilke@bairdholm.com>
Sent: Tuesday, October 5, 2021 10:45 AM
To: Dave Hunter
Cc: Hannes Zetzsche
Subject: Privileged and Confidential; Attorney Work Product; Auburn Pole Count / Agreement
Attachments: Comparison of _2697849v2_Auburn - Pole - Lease Agreement - 2697849v3_Auburn - Pole - Lease Agreement.pdf; #2697849 v3 Auburn - Pole - Lease Agreement.DOC

Importance: High

Privileged and Confidential;
 Attorney Work Product

Hello Dave,

We have analyzed the pole-lease agreement from Windstream, and we have modified it in your favor. Please see attached a clean version , along with a PDF showing our changes. We detail the most significant of those changes below:

1. Defining Parties.

As a global matter, we have changed Windstream's terms "Owner/Licensing Party" and "Attaching Party/Licensee" throughout the agreement into "Auburn" and "Windstream," respectively. We made this change due to your discussion with me regarding Windstream's lack of maintenance of poles they may have initially installed many years ago. For purposes of this agreement, we have asserted that Auburn owns all of the poles at issue and that you do not place your own attachments upon Windstream-owned poles. In our view, this change in definitions simplifies the agreement. If you wish to parse out specific poles as owned by Auburn versus owned by Windstream, please let us know.

2. Price per Attachment.

One of your objectives was to set rent at a per-attachment basis, not a per-pole basis. We accomplished that in paragraph 16. We kept the price consistent ("\$15.82 per attachment"), although we acknowledge that Windstream may want to reduce it. That might be a fair change, since the price now comes with only one attachment (e.g., each pole could cost several factors of the per-attachment fee). We recommend offering this price and waiting to see if Windstream counteroffers.

Additionally, based on your concern about the vertical use of attachments, we included a provision in paragraph 16 that explains that any attachment taller than three feet will incur a rental fee commensurate with its height over three feet. Thus, a four-foot attachment would cost \$21.09 (1 1/3 x the per-attachment fee). We have determined that this pricing scheme is the best for purposes of this contract. Please let us know, however, if we should use a threshold height different than 3 feet.

3. Permit Requirement.

One of Windstream's proposed changes was to allow it to install new attachments without first obtaining a permit. Pursuant to your direction, we have deleted that provision and have instead maintained the permit requirement for all new attachments.

4. Indemnification.

Windstream also added several problematic indemnification provisions. They would disclaim all liability on Windstream's part for damage caused to your poles. They would also make you liable for negligently causing interruption to Windstream's service. These provisions concern us, and we have accordingly limited them. We removed the general liability provision. We also amended the interruption-of-service provision. Now, you will only be liable for interruptions caused by "gross negligence or willful misconduct," not for mere ordinary negligence.

5. Section 86-1244 and L.B. 455.

One final change is the addition of paragraph 31. For the past few years, the Nebraska Legislature has considered bills to increase broadband access by reducing or eliminating the permitting requirement for telecom companies' pole attachments. Given that rural broadband will continue to be an issue, and that the telecom industry will continue to leverage the need for broadband as a way to cut permitting time and fees, we made a few additional changes to the lease. For example, L.B. 455 (last session) would have allowed telecommunications companies to "renegotiate" any existing attachment agreement to seek additional concessions. We have accordingly added paragraph 31 to arguably preempt any such provision that might become law in the future. Note that, depending on the statute's language, a court might deem that provision unenforceable. Nevertheless, our language gives it the strongest chance of survival. We have also crafted this agreement to comply with applicable statutes. See e.g. Neb. Rev. Stat. § 86-1244 (requiring that any attachment agreement "be fair, reasonable, nondiscriminatory, cost-based, and set by the board of such public power supplier in accordance with section 70-655").

Once you have reviewed the attached and confirmed that the lease's terms are to your satisfaction, please let us know. Then, we will send it to Windstream's attorney and negotiate on your behalf. We are available to answer any questions.

Thank you!

Vanessa

Vanessa A. Silke
Baird Holm LLP
1700 Farnam Street
Suite 1500
Omaha, NE 68102-2068
www.bairdholm.com

402.636.8266 Direct Dial Phone
402.344.0588 Fax
vsilke@bairdholm.com



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EXTERNAL EMAIL

BOARD OF PUBLIC WORKS
Auburn, Nebraska
Pole Lease Agreement

“This *Agreement* made and entered into this _____ day of October, 2021, by and between the Board of Public Works of the City of Auburn, Nebraska, a political subdivision, herein called “Auburn,” and Windstream Nebraska, Inc., a corporation organized under the laws of the State of Delaware, herein called “Windstream.” The parties are herein ~~individually referred to as “the Owner” or “the Attaching Party”, as applicable, and~~ collectively referred to as “the parties,” Parties.”

WITNESS:

- 1) ~~That: Whereas~~ WHEREAS, Auburn owns, operates and maintains a system of poles, lines and other facilities for the distribution and sale of electric power and energy as a public utility in the Board of Public Works (“BPW”) Service Area in Nebraska; and Windstream owns, operates and maintains a system of ~~poles, lines and other facilities~~ aerial cables, wires and associated appliances and equipment for the distribution of telecommunications services as a public utility;

~~Whereas the parties desire~~ WHEREAS, Windstream desires to attach and maintain its aerial cables, wires, and associated appliances and equipment, ~~herein after~~ hereinafter called “attachments,” on certain of Auburn’s poles ~~of the other party; and~~

~~Whereas~~ WHEREAS, to the extent that it may be lawful to do so, under a franchise and otherwise, ~~each party~~ Auburn is willing to permit ~~the other party~~ Windstream to place and maintain said attachments on ~~the Auburn’s~~ poles where, in ~~the Owner~~ Auburn’s judgment, such use will not interfere with or affect ~~the Owner~~ Auburn’s own service requirements or the service requirements of others using ~~the Owner~~ Auburn’s poles ~~including the consideration of economy and safety.~~
- 2) ~~Now therefore~~ NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the ~~parties~~ Parties hereto do hereby mutually covenant and agree as follows: that ~~the Owner~~ Auburn, to the extent that it may lawfully do so under its franchise and otherwise, will issue *Permits* to ~~the Attaching Party~~ Windstream granting permission to install and maintain attachments upon such poles of ~~the Owner~~ Auburn located in BPW Service Area as are specifically designated, in the manner hereinafter prescribed and subject to the following terms and conditions:
- 3) As used in this *Agreement*, certain terms listed below shall have the following meaning:
 - “~~Owner~~ Auburn’s poles” means poles owned and/or used by ~~the parties~~ Auburn in BPW Service Area.
 - “~~Equipment~~ Windstream’s equipment” means aerial wires, attachments, cables, amplifiers, associated power supply equipment, cable attachment materials and other transmission apparatus necessary for the proper operation of Windstream’s service.

BOARD OF PUBLIC WORKS
Auburn, Nebraska
Pole Lease Agreement

- 4) Before installing any attachment on any of ~~the Owner~~Auburn's poles, the ~~Attaching Party~~Windstream shall make application and receive a permit therefore on *Application – Permit for Pole Attachments*, in the form of ~~“Exhibit “A”~~ attached hereto, which shall specify, among other things, the quantity of attachments proposed, the location of the poles involved, a description of the proposed attachments and the amount of vertical and horizontal location space desired. Enclosed with such application, ~~the Attaching Party~~Windstream shall provide a letter from an engineer, licensed in Nebraska, who has reviewed the proposed attachment and confirmed that it will not cause the pole's ice or wind load capacity to be exceeded and further that the pole, with the attachment, will not violate ~~existing~~ rules, regulations, and orders ~~in effect at the time of installation~~applicable to Auburn's ownership and operation of its pole and to Windstream's ownership and operation of that attachment. Execution of the *Permit* application by an authorized representative of ~~the Attaching Party~~Windstream shall constitute an application for license to install attachments on the poles specified therein, and such license shall be effectively granted only by written consent signed by ~~Owner~~Auburn's general manager or duly-designated representative. The ~~Attaching Party~~foregoing Permit requirement shall not ~~be required~~apply to ~~obtain written permission to install~~Windstream's installation of service drops.
- 5) ~~Owner~~Auburn reserves the right, in its sole discretion, to deny the application for any *Permit*, the granting of which, in the judgment of ~~the Owner~~Auburn, would interfere with ~~the Owner~~Auburn's own service requirements or with the service requirements of others using said poles, ~~including, without limiting the foregoing, considerations~~. In that determination, Auburn may consider, among other factors, concerns of economy and safety. Auburn shall need no reason to deny; and will deny; any application for a *Permit* to install attachments connected to any steel pole or poles used predominantly for street lighting purposes. ~~Owner will provide in writing the reason(s), if any, why the application is denied.~~ ~~Owner~~Auburn shall notify ~~the Attaching Party~~Windstream whether an application ~~is~~has been approved or denied within ~~forty-five~~sixty (45/60) days of that application's submittal. The elimination from this license, from time to time, of attachments included hereunder, shall be effected by execution of *Application – Notice of Removal of Pole Attachments*, in the form of Exhibit “B” attached hereto.
- 6) Executed forms for attachment authorizations and eliminations shall become a part of this *Agreement* as fully as though set out in this instrument at the time of its execution.
- 7) The attached *Appendix* details the administrative practices for handling attachment applications and elimination and shall also become a part of this *Agreement*.
- 8) In the event ~~the Attachment Party~~Windstream makes any attachments to ~~Owner~~Auburn's poles without a *Permit* first having been received and accepted as provided in ~~Paragraph 2 hereof, the Owner~~Paragraphs 4 and 5 above, Auburn shall have the right to summarily, and without notice to ~~Licensee~~Windstream, remove such attachments ~~at~~and invoice Windstream for the actual and reasonable cost and expense

BOARD OF PUBLIC WORKS Auburn, Nebraska Pole Lease Agreement

of ~~the Attaching Party and without any~~removal and Auburn shall have no liability therefore.

- 9) ~~The Attaching Party~~Windstream shall, at its own expense, install said attachments in a good workmanlike manner ~~and~~, maintain them in a safe condition ~~and~~with good repair and in a manner suitable to ~~the Owner~~Auburn and so as not to conflict with the use of said poles by ~~the Owner~~Auburn or by others using said poles or interfere with the use of facilities thereon or which may from time to time, be placed thereon. ~~The Attaching Party~~Windstream shall, at its own expense and at such time or times as may be requested by ~~the Owner~~Auburn, relocate, replace, renew or remove its attachments or transfer them to substituted poles or locations or perform any other work in connection with said attachments that may be reasonably required ~~by the Owner~~or determined as necessary in by Auburn's sole discretion; provided, however, that in cases of emergency or within a reasonable length of time herein established as 48 hours, ~~the Owner~~Auburn may arrange to relocate, replace, renew or remove ~~the other party~~Windstream's attachments, transfer them to substituted poles or locations or perform any other work in connection with said attachments that may be required by ~~the Owner~~Auburn in the maintenance, replacement, removal, or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of ~~the Owner, and the Attaching Party~~Auburn. Windstream shall, on demand, reimburse ~~the Owner's~~Auburn for the actual and reasonable expense thereby incurred. In the event ~~the Owner~~Auburn grants access to a third party, which requires removal or relocation of ~~the other parties~~Windstream's attachments, the third party shall be required by ~~the Owner~~Auburn, as a condition of their attachment, to reimburse ~~the other party~~Windstream for the actual and reasonable cost of removal or relocation of Windstream's attachment(s).
- 10) ~~Attachments~~Windstream's attachments in each and every location shall be installed, maintained and removed in accordance with the rules and regulations of ~~the Owner~~Auburn as now in force or as hereafter adopted, amended or revised, and with the requirements and specifications of the National Electric Safety Code and National Electric Code or any amendment to or revisions of said codes or versions thereof adopted in Nebraska, or by local political subdivisions with jurisdiction over the poles, and in compliance with any rules, regulations or orders now in effect or hereafter issued by any governmental authority having jurisdiction of the jointly used facilities (collectively the "Specifications"). All attachments shall be placed within the space and at the location designated by ~~the Owner~~Auburn. Notwithstanding anything in this Agreement to the contrary, ~~the Attaching Party~~Windstream is not required to update or upgrade its Attachments where not required to do so by codes or ordinances, except to the extent required by Auburn. If the Specifications change during the term of this Agreement, the ~~Attaching Party will not be required to bring an existing Attachment into compliance with the revised Specifications until the next time the Attaching Party performs work on such Attachment~~Parties shall work together in good faith to set a timeline for the implementation of updates or upgrades, as applicable.

BOARD OF PUBLIC WORKS
Auburn, Nebraska
Pole Lease Agreement

- 11) In the event that any pole or poles of ~~the Owner~~Auburn to which ~~the Attaching Party~~Windstream desires to make attachments are inadequate to support the additional facilities in accordance with the specification mentioned in Paragraph 5 above, ~~the Owner~~Auburn may, if in its sole discretion it is willing to consent to the use of poles hereunder at such locations, indicate on the *Permit*, in the form of Exhibit "A", the changes necessary to provide the adequate pole and the estimated cost thereof to ~~the Attaching Party~~Windstream and return it to ~~the Attaching Party~~Windstream. ~~Then, and if the Attaching Party~~Windstream still desires to make the attachments and returns the form marked to so indicate, ~~the Attaching Party will~~Windstream may choose to replace ~~such inadequate existing~~ poles with suitable poles and ~~the Attaching Party will on demand reimburse the Owner for~~shall bear the entire actual ~~and reasonable~~ cost and expense thereof, including the cost of larger poles, and Auburn's actual cost of removal and ~~the expense of transferring the Owner~~Auburn's facilities from old poles to new poles. Any strengthening of poles (guying) required to accommodate the attachments of ~~the Attaching Party~~Windstream shall be provided by ~~the Owner~~Auburn at the expense of ~~the Attaching Party~~Windstream.
- 12) In the event that changes in the physical facilities, space and location requirements, or service requirements of ~~the Owner~~Auburn or of others using ~~the Owner~~Auburn's poles subsequently render any poles licensed hereunder inadequate to support ~~the Windstream's~~ facilities ~~of the Attaching Party~~ therefore permitted on such poles, ~~the Owner~~Auburn may revoke and terminate ~~the Attaching Party~~Windstream's *Permit* as to such poles, ~~but the Attaching Party;~~ provided that upon such revocation and termination, Windstream may request the substitution of suitable poles upon the same terms and conditions as would be applicable if the poles were inadequate at the time of ~~the Attaching Party~~Windstream's original application, in accordance with Paragraph 11 above. Further, ~~the Owner~~Auburn may, at any time, revoke and terminate ~~the Attaching Party~~Windstream's *Permit* to attach to any specific pole or poles; if, in ~~the Owner~~Auburn's sole judgment, its service needs require full utilization of any pole or poles permitted hereunder.
- 13) ~~The Owner~~Auburn reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. ~~The Owner~~Auburn shall not be liable to ~~the Attaching Party~~Windstream for any interruptions to service of ~~the Attaching Party~~Windstream nor for interference with the operation of ~~the Attaching Party~~Windstream's equipment arising in any manner out of the use of ~~the Owner~~Auburn's poles hereunder, unless caused by the gross negligence or willful misconduct of ~~Owner,~~Auburn or its agents, contractors or employees.
- 14) As a condition precedent to the granting of any *Permit* hereunder, ~~the Attaching Party~~Windstream, upon request, shall submit to ~~the Owner~~Auburn evidence satisfactory to ~~the Owner~~Auburn of ~~the Attaching Party~~Windstream's authority to erect and maintain facilities within public streets, highways, alleys and other thoroughfares and shall secure any and all necessary consents from state, federal, municipal or other public

BOARD OF PUBLIC WORKS

Auburn, Nebraska

Pole Lease Agreement

authorities or from the owners of private lands and property involved, to construct and maintain ~~the Attaching Party~~ Windstream's attachments at the locations of ~~the Owner~~ Auburn's poles ~~that on which~~ it has applied to do so. To the extent applicable and to the extent ~~the Owner~~ Auburn has the authority to do so, ~~the Owner~~ Auburn agrees to allow ~~the Attaching Party~~ Windstream to utilize any existing easements or right-of-way agreements in favor of ~~the Owner~~ Auburn for the placement of ~~the Attaching Party~~ Windstream's attachments on the poles.

- 15) ~~The Owner~~ Auburn, because of the importance of its public service, reserves the right to inspect each new installation of ~~the Attaching Party~~ Windstream's attachments on ~~the Owner~~ Auburn's poles and in the vicinity of its lines or appliances, and to make periodic inspections as often as conditions may warrant, of the entire plant of ~~the Attaching Party~~ Windstream. Such inspections, whether made or not, shall not operate to relieve ~~the Attaching Party or the Attaching Party~~ Windstream or Windstream's insurer of any responsibility, obligation or liability assumed under this *Agreement*.
- 16) ~~Each party~~ Windstream shall pay for attachments made to poles under this *Agreement* a rental at the rate of \$15.82 per attachment per year for ~~the first year of~~ the term of this *Agreement*; ~~provided that Auburn shall owe no rent for any attachment that it uses predominantly for street lighting purposes.~~ Any Windstream attachment that comprises three or more feet of vertical space along a pole shall be assessed a rental rate equivalent to its pro rata occupancy of the pole's vertical space greater than three feet (e.g., a four-foot tall attachment would be assessed an individualized rental rate equal to 1 1/3 multiplied by the standard rental rate). After the first year and each year thereafter, the ~~pole standard~~ rental ~~fee rate~~ may increase by the amount of the increase in the Consumer Price Index. Said rental shall be payable annually, in advance, on the 1st day of January of each year that this *Agreement* remains in effect. Annual rental payments shall be based upon the number of attachments that are maintained on the 1st day in December. The ~~parties~~ Parties hereto shall mutually agree on the date and time for the annual inventory count of attachments based on previous year billing, plus or minus any *Applications* made during the year. Auburn shall send Windstream a net billing. If Windstream fails to make annual payment within 45 days of receiving Auburn's net billing, Auburn may assess a penalty of the lesser between 3% of the overdue balance each month ~~or and~~ the maximum amount allowed by law.
- 17) ~~The Attaching Party~~ Windstream assumes all ~~the~~ risk of interruption of, damage to, or interference with its service to its customers from any and all causes whatsoever, excluding those caused by the gross negligence or willful misconduct of ~~the Owner~~ Auburn, its agents, contractors or employees, and shall indemnify, defend, protect and save harmless ~~the Owner~~ Auburn from and against any and all claims, demands, suits, judgments, liabilities, loss, damages, court costs and expenses, including attorney fees, in any manner arising therefrom.
- 18) ~~The Attaching Party~~ Windstream assumes all ~~the~~ risk of liability for and shall indemnify, defend, protect and save harmless ~~Owner~~ Auburn from and against any and all claims,

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demands, suits, judgments, liabilities, loss, damages, court costs and expenses, including attorney fees, of whatsoever kind or character asserted by a third party and arising out of any act or omission in the conduct of ~~the Attaching Party~~ Windstream's business or any claimed act or omission in the conduct of such business or for damage to or loss of any property whatsoever and injury to or death of any person or persons whomsoever, including, but not limited to, employees, agents, contractors, and customers of ~~both parties~~ the Parties and others using ~~the Owner~~ Auburn's poles which may in any manner arise out of or be caused by the installation, operations, maintenance, presence, use, rearrangement or removal of ~~the Attaching Party~~ Windstream's attachments or by the proximity of the respective cables, wires, equipment, apparatus and appliances of ~~the Attaching Party~~ Windstream, or by any reason of any negligence of ~~the Attaching Party~~ Windstream on or in the vicinity of ~~the Owner~~ Auburn's poles, not to include any gross negligence or willful misconduct by ~~the Owner~~ Auburn, its agents, contractors, or employees, or others using ~~the Owner~~ Auburn's poles. Without limiting the foregoing, it is the general intent of ~~both parties~~ the Parties that ~~the Attaching Party~~ Windstream shall save ~~the Owner~~ Auburn harmless from any liability or risk arising out of or in any manner connected with the operations of ~~the Attaching Party~~ Windstream's business or with ~~the~~ Windstream's facilities ~~of the Attaching Party~~ installed thereunder whether or not due in whole or in part to any act, omission, or negligence of ~~the Owner~~ Auburn. It is not the intent of either party that ~~the Attaching Party~~ Windstream assumes any liability of ~~the Owner~~ Auburn that does not arise out of or is not connected with the operations of ~~the Attaching Party~~ Windstream's business, or with the installation, operations, maintenance, presence, use, rearrangement or removal of ~~the Attaching Party~~ Windstream's facilities.

- 19) Without limiting the scope or the extent of the protection afforded ~~the Owner~~ Auburn or the liabilities assumed by ~~the Attaching Party~~ Windstream herein, ~~the Attaching Party~~ Windstream shall obtain and maintain in effect at its own expense for the entire life of this *Agreement*, insurance at a minimum as shown below. ~~The Attaching Party~~ Windstream's insurance shall be primary for all claims related to ~~their~~ its contractual obligations.
- General liability insurance on the premises and operations covered by this *Agreement* and specifically including contractual liability insurance to cover the liability assumed by ~~the Attaching Party~~ Windstream under this *Agreement* of indemnity set forth in ~~paragraphs~~ Paragraphs 17 and 18:

Commercial General Liability Coverage:

- The minimum limits of liability should be:
 - \$1,000,000 Aggregate
 - \$1,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal Injury & Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$ 100,000 Fire Damage Liability

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\$ 5,000 Medical Expense

- The policy should be written on an occurrence basis, not a claims-made basis.
- Auto liability insurance:
 - Auto Liability Coverage:**
 - The minimum limits of liability should be:
 - Bodily Injury: \$1,000,000 per Person/\$1,000,000 per Occurrence
 - Property Damage: \$1,000,000 each Occurrence, **OR**
 - a Combined Single Limit: \$1,000,000
 - Auto coverage should include: Any Auto, including Hired and Non-Owned
- Workmen's Compensation insurance with statutory limits and employer's liability insurance:
 - Workers' Compensation and Employer's Liability Coverage:**
 - Workers' Compensation limits are to be statutory per applicable state and federal laws.
 - Employer's Liability Coverage – Minimum Limits of:
 - Bodily Injury by Accident: \$100,000 each Accident
 - Bodily Injury by Disease: \$100,000 each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit
- Umbrella liability coverage:
 - Umbrella Liability Coverage:**
 - An umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limits requirement for each line of coverage.
- Upon request, ~~the Attaching Party~~ Windstream shall furnish ~~the Owner~~ Auburn with a "Certificate of Insurance" from an insurance carrier acceptable to ~~the Owner~~ Auburn stating that:

Policies of insurance have been issued by the insurance carrier to ~~the Attaching Party~~ Windstream providing for the insurance coverage listed above with minimum limits as listed above and that such policies are in force.

Such Certificate of Insurance shall state that the insurance carrier will give ~~the Owner~~ Auburn sixty (60) days' prior written notice of any cancellation or suspension of coverage or material changes in such policies; provided, however, if such statement is not available from the Insurer, ~~the Attaching Party~~ Windstream shall provide ~~Owner~~ Auburn with thirty (30) days' prior written notice of any cancellation of ~~any~~ coverage unless such coverage is immediately replaced without interruption.

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Auburn, Nebraska

Pole Lease Agreement

The Certificate of Insurance should identify ~~the Owner~~Auburn as an Additional Insured for relevant coverages, except workers' compensation.

Insurance shall be placed with insurers with a current A.M. ~~Best~~best rating of no less than A-~~÷~~VII.

Failure at any time to maintain such insurance ~~at any time~~ shall constitute a default of this *Agreement* but shall not relieve ~~the Attaching Party~~Windstream from any liabilities assumed under this *Agreement*.

- 20) ~~The Attaching Party~~Windstream shall promptly notify ~~the Owner~~Auburn of any damage caused to any facilities and shall notify ~~the Owner~~Auburn of any claims for property damage, bodily injury or death indirectly or directly associated with ~~the Attaching Party~~Windstream's use of ~~the Owner~~Auburn's poles. Notice shall be given promptly by ~~the Owner~~Auburn of any damage caused to facilities of ~~the Attaching Party~~Windstream of any claims for property damage, bodily injury or death indirectly or directly associated with ~~the Attaching Party~~Windstream's use of ~~the Owner~~Auburn's poles.
- 21) ~~The Attaching Party~~Windstream may, at any time, remove its attachments from any of Auburn's pole or poles ~~of the Owner and the Attaching Party~~. Upon doing so, Windstream shall give ~~the Owner~~Auburn written notice within thirty (30) days of removal of any attachments ~~on in the~~ form ~~in of~~ Exhibit "B" attached hereto. Within thirty days of the effective date of this *Agreement*, ~~the Attaching Party~~Windstream shall remove, from ~~the Owner~~Auburn's pole or poles, any ~~attachment of its attachments~~, equipment, or service ~~drop drops~~ that ~~is are~~ not presently in effective weekly use. ~~The Attaching Party~~Such effectively weekly use shall mean utilization at least once every seven day period for a legitimate business purpose. Windstream's duty to remove, from ~~the Owner~~Auburn's pole or poles, any ~~attachment of its attachments~~, equipment, or service ~~drop drops~~ that ~~is are~~ not presently in effective weekly use shall continue throughout the term of this ~~agreement~~Agreement. No refund of any rental will be due on account of ~~the Attaching Party~~Windstream's removal of ~~any its~~ attachment, equipment, or service ~~drop drops from Auburn's pole or poles~~.
- 22) Upon written notice from ~~the Owner~~Auburn to ~~the Attaching Party~~Windstream that the use of any pole or poles is forbidden by governmental authorities or by property owners pursuant to contract, the *Permit* covering the use of such pole or poles shall immediately terminate and ~~the Attaching Party's~~Windstream attachments shall be removed from the affected pole or poles without delay and at the expense of ~~the Attaching Party~~Windstream.
- 23) If ~~the Attaching Party~~Windstream shall fail to comply with any of the provisions of this *Agreement*, including the specifications herein before referred to, or shall default in any of its obligations hereunder, including all payments to be made by it, or shall under the terms hereof breach this *Agreement* and shall fail within ~~sixty thirty~~ (~~60~~30) days after written notice from ~~the Owner~~Auburn, or any other such mutually agreed upon time frame, to correct such default, noncompliance or breach shall have occurred.

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Auburn, Nebraska
Pole Lease Agreement

- 24) Bills for expenses and other charges under this *Agreement*, shall be due and payable within forty-five (45) days after ~~presentation~~the date a bill is transmitted from Auburn to Windstream as set forth in Paragraph 16. Nonpayment of bill and rental on ~~that the~~ date due shall constitute a default of this *Agreement*.
- 25) Failure of ~~the Owner~~Auburn to enforce or insist upon compliance with any of the terms or conditions of this *Agreement* or to give notice or declare this *Agreement* or the attachment rights hereunder terminated shall not constitute a general waiver or relinquishment of any of the terms or conditions herein contained. Rather, but the same~~those terms and conditions~~ shall be and remain at all times in full force and effect.
- 26) Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by ~~the Owner~~Auburn, by contract or otherwise, to ~~others not parties to this Agreement~~persons other than the Parties to use any poles covered by this *Agreement*; and ~~the Owner~~Auburn shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such contracts or arrangements.
- 27) This *Agreement* shall not inure to the successors of ~~the Attaching Party~~Windstream, nor shall ~~the Attaching Party~~Windstream assign, transfer, or sublet the privileges hereby granted without the written consent of ~~the Owner~~Auburn. Notwithstanding anything to the contrary contained in the *Agreement*, assignment or transfer shall not include, and any condition to assignment shall not apply in the event of (i) a transfer of this *Agreement* to an entity which is the parent of ~~the Attaching Party~~Windstream, subsidiary of ~~the Attaching Party~~Windstream, or shall directly or indirectly control, be controlled by, or be under common control with, ~~the Attaching Party~~Windstream; (ii) a sale of ownership interest or issuance of new ownership interests, directly or indirectly, in ~~the Attaching Party~~Windstream; (iii) a change of control; and/or (iv) a transaction in which any entity succeeds to all or substantially all of the assets of ~~the Attaching Party~~Windstream or to all or substantially all of the assets operated by ~~the Attaching Party~~Windstream in a specific geographic area containing the poles whether by merger, consolidation, sale or otherwise provided such successor entity assumes in full the obligations of ~~the Attaching Party~~Windstream under this *Agreement*.
- 28) No use, however extended, of ~~the Owner~~Auburn's poles under this *Agreement* shall create or vest in ~~the Attaching Party~~Windstream any ownership or property rights in said poles ~~but the Attaching Party, Windstream's~~ right therein shall be and remain a mere license; ~~provided that, However,~~ any pole from which ~~the Owner~~Auburn has removed all of its attachments, equipment, and service drops but to which ~~the Attaching Party~~Windstream still has attachments connected may, upon the mutual agreement of ~~the Owner~~Auburn and ~~Attaching Party~~Windstream, be assigned by Auburn to the ~~Attaching~~Windstream for a fee commensurate with its value, less any depreciation for wear and tear. Nothing herein contained shall be construed to compel ~~the Owner~~Auburn to maintain any of its poles for a period longer than necessary for its own service requirements.

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- 29) This *Agreement* shall become effective upon its execution and shall remain in full force and effect for a period of ten (10) years and shall continue in force and effect from year to year thereafter. This *Agreement* is subject to termination after the end of three (3) years by either party giving six (6) months' written notice to the other party or thereafter prior to the termination of any yearly anniversary date of this contract by either party giving six (6) months' written notice to the other party. It being understood and agreed, however, that if the permission of ~~the Attaching Party~~ Windstream to use public streets and highways within the specified BPW Service Area shall at any time terminate, be canceled or for any reason cease to be in force or effect, then this *Agreement* shall automatically terminate and be canceled upon the happening of such event. Upon termination of the *Agreement* in accordance with any of its terms or the termination of any *Permit* hereunder, ~~the Attaching Party~~ Windstream shall promptly remove its cables, wires, and appliances from all poles effective by such termination. If not so removed, ~~the Owner~~ Auburn shall have the right to remove them at the actual and reasonable cost and expense of ~~the Attaching Party~~ Windstream and without any liability therefore and without any duty to account to ~~the Attaching Party~~ Windstream for the property removal. In the event the use of streets, alleys, and public places of the regulatory agency (ie: City, Village, County, etc.) shall be prohibited by said regulatory agency for ~~the Owner~~ Auburn's facilities, then this ~~pole license~~ *Agreement* shall be terminated and of no further force and effect.
- 30) Upon request, ~~the Attaching Party~~ Windstream shall furnish security in the amount of not less than \$2,500.00 for each 500 attachments, or fraction thereof, in form and with surety acceptable to ~~the Owner~~ Auburn, to secure the payment of any sums which may become due to ~~the Owner~~ Auburn for rentals or for work performed for ~~the Attaching Party~~ Windstream or for the benefit of ~~the Attaching Party~~ Windstream under the terms of this *Agreement*, including the removal of ~~the Attaching Party~~ Windstream's attachments upon termination of this *Agreement*.
- 31) Notwithstanding anything to the contrary, including any statute or other provision of law, this *Agreement* shall control the extent of Windstream's right, and its attendant duties, to place attachments on Auburn's poles during the term of this *Agreement* and any extensions thereof. It is the Parties' intention that this *Agreement*, once executed, shall bind both Parties. Except as provided for in this *Agreement*, both Auburn and Windstream hereby acknowledge, voluntarily waive and disclaim any right conferred by any other provision of law to renegotiate, amend or modify the terms of this *Agreement* during its term and any extensions thereof.
- 32) ~~31)~~ This *Agreement* shall extend to and bind the successors and assigns of the ~~parties~~ Parties hereto.

~~In Witness Whereof~~ IN WITNESS WHEREOF, the ~~parties~~ Parties hereto have caused these presents to be duly executed the date and year first above written.

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Auburn, Nebraska
Pole Lease Agreement

~~LICENSOR:~~ AUBURN BOARD OF PUBLIC WORKS

BY: _____

Date: _____

Attest: _____

Date: _____

~~LICENSEE:~~ WINDSTREAM NEBRASKA, INC.

BY: _____

Date: _____

TYPED NAME & TITLE: _____

Attest ~~By:~~ _____

Date: _____

TYPED NAME & TITLE: _____

BOARD OF PUBLIC WORKS
Auburn, Nebraska
Pole Lease Agreement

Exhibit "A"

Application - **Permit for Pole Attachments**

To:	<u>Auburn</u> Board of Public Works PO Box 288 Auburn, NE 68305	Application No. _____
Attention:	General Manager	Date: _____
To:	Windstream Windstream.jointuse@windstream.com PO Box 25410 Little Rock, AR 72221	
Attention:	Joint Use	

Application is hereby made by Windstream for permission to make attachments to the following poles in Auburn, Nebraska, or vicinity, as indicated on the sketch attached hereto, listing pole number, location, etc.

By ~~Attaching Party~~: _____ Date: _____

Typed Name & Title: _____

Permission is granted to make the attachments described in the above application, subject to the acceptance of the obligation to pay the actual non-betterment cost (the estimated amounts of which are shown below) of the plant rearrangements and changes necessary to accommodate the above specified attachments.

Non-betterment cost estimate: \$ _____ Approved by ~~Attaching Party~~ Windstream: _____

Permit Granted by ~~the Owner~~ Auburn

By: _____ Date: _____

Typed Name & Title: _____

Poles Attached Licensor Previous Count: _____

Added by this *Permit*: _____

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New Count: _____

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Exhibit "B"

Application - **Notice of Removal of Pole Attachments**

To: Board of Public Works Application No. _____
PO Box 288
Auburn, NE 68305 Date: _____

Attention: General Manager

Notice is hereby given by Windstream that attachments have been removed from the following poles in Auburn, Nebraska, or vicinity, as indicated on the sketch attached hereto, listing pole number, location, etc.

By ~~Attaching Party~~: _____ Date: _____

Typed Name & Title: _____

Notice Acknowledged by ~~the Owner~~ Auburn

By: _____ Date: _____

Typed Name & Title: _____

Poles Attached Licensor Previous Count: _____

Deleted by this *Permit*: _____

New Count: _____

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Appendix

Administrative Practices

1. Application and Permit for Attachments

- A. ~~The Attaching Party~~ Windstream shall prepare an Application-Permit for Pole Attachments, hereinafter referred to as *Permit*, on the form marked Exhibit "A" attached hereto and made part hereof, when applying for permission to make attachments to any pole or poles owned by ~~the other party hereinafter referred to as the "Owner"~~ Auburn. Enclosed with such application, ~~the Attaching Party~~ Windstream shall provide a letter from an engineer, licensed in Nebraska, who has reviewed the proposed attachment and confirmed that it will not cause the pole's ice or wind load capacity to be exceeded and further that the pole, with the attachment, will not violate ~~existing~~ rules, regulations, and orders in effect at the time of installation.
- B. The original of the *Permit* shall be forwarded to ~~the Owner~~ Auburn at the address listed on the application as far in advance of construction as possible. The *Permit* may also be sent electronically at the address listed on the application. The information provided on said *Permit* shall show the location of the attachments to the poles with respect to streets, alleys, addresses and other geographical markings with sufficient accuracy that the exact location of the attachments and ownership of the poles can be readily determined.
- C. If permission to make the proposed attachments can be granted as provided in the *Agreement*, ~~the Owner~~ Auburn shall indicate on the *Permit* the estimated non-betterment cost of any work to be performed by ~~the Owner~~ Auburn and will sign it and forward the original to ~~the Attaching Party~~ Windstream for further consideration.
- D. If acceptable to ~~the Attaching Party~~ Windstream, the *Permit* shall be signed and returned to ~~the Owner~~ Auburn. The *Permit*, as thus approved, shall constitute approval for ~~the Attaching Party~~ Windstream to make attachments to said pole or poles pursuant to the provisions of the *Agreement*. ~~The Owner~~ Auburn shall consider the accepted *Permit* as its authority to proceed with the rearrangements and/or pole replacements required to provide suitable space for ~~the Attaching Party~~ Windstream's attachments. ~~The Owner~~ Auburn will advise ~~the Attaching Party~~ Windstream when the poles are ready for occupancy.
- E. Billing for the actual costs of pole count changes covered by *Permit* will be issued, as soon as practical after completion of the work, to ~~the Attaching Party~~ Windstream by ~~the~~

BOARD OF PUBLIC WORKS Auburn, Nebraska Pole Lease Agreement

~~Owner~~Auburn, and ~~the Attaching Party~~Windstream shall promptly reimburse ~~the Owner~~Auburn for the amount of such billing.

2. Effective Date of Attachments

- A. The effective date of attachments to ~~the Owner~~Auburn's poles for rental purpose shall be the date the *Permit* is accepted by ~~the Attaching Party~~Windstream or the date first attachment is made to said poles, whichever date is earliest.
- B. ~~The Attaching Party~~Windstream shall not attach to poles covered by this *Agreement* unless *Permit* has been fully executed.

3. Termination of Attachments by Licensee

When all of ~~the Attaching Party~~Windstream's attachments have been removed from a pole or group of poles, ~~the Attaching Party~~Windstream shall prepare an Application – Notice of Removal of Pole Attachments, hereinafter referred to as *Notice*, on the form marked Exhibit “B”, attached hereto and made a part hereof, and forward the original and two copies thereof to ~~the Owner~~Auburn. The information provided on ~~the~~ *Notice* shall show the location of the attachments to the poles with respect to streets, alleys, addresses and other geographical markings with sufficient accuracy that the exact location of the attachments and ownership of the poles can be readily determined.

4. Billing for Pole Rental

- A. A tabulation of the poles on which ~~the Attaching Party~~Windstream has attachments as of December 1st shall be made by ~~the Owner~~Auburn in cooperation with ~~the Attaching Party~~Windstream each year this *Agreement* remains in effect. This tabulation shall include all poles covered by accepted *Permits* on which ~~the Attaching Party~~Windstream's attachments are discovered by ~~the Owner~~Auburn in connection with routine inspections of ~~the Attaching Party~~Windstream's facilities. The tabulation shall not, however, include attachments used by Auburn predominantly for street lighting purposes.
- B. The pole attachments' records to be maintained by the ~~parties~~Parties shall be verified from time to time by means of a complete field check of the pole attachments, which shall be made jointly by the ~~parties~~Parties at least once every three (3) years or any other such mutually agreed upon time frame.
- C. Billing for the pole rental shall be rendered to Windstream annually as of January 1st from a billing summary to be prepared by Auburn and approved by both ~~parties~~Parties. The summary shall be based on the joint tabulation of poles provided for above.

5. Construction and Maintenance of Attachments

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Auburn, Nebraska
Pole Lease Agreement

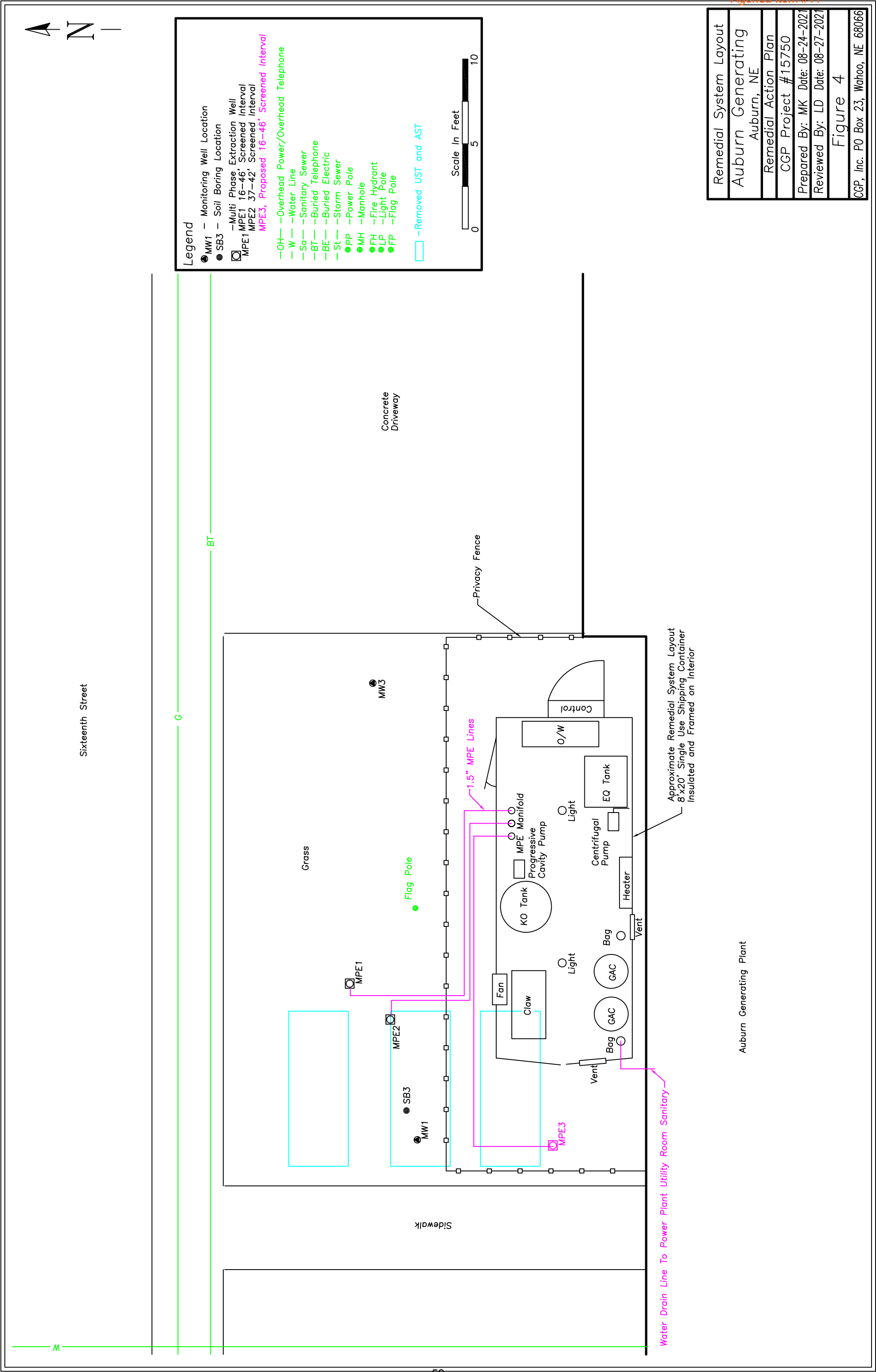
Attachments shall be installed, maintained and removed in accordance with the requirements of the current National Electric Code and National Electric Safety Code or the requirements of any state or local authority having jurisdiction, whichever may be more stringent. All attachments will be placed within the space and at the location designated by ~~the Owner~~ Auburn.

Document comparison by Workshare 10.0 on Monday, October 4, 2021 8:32:37 AM

Input:	
Document 1 ID	PowerDocs://DOCS/2697849/2
Description	DOCS-#2697849-v2-Auburn__ - _Pole _ - Lease _Agreement
Document 2 ID	PowerDocs://DOCS/2697849/3
Description	DOCS-#2697849-v3-Auburn__ - _Pole _ - Lease _Agreement
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	340
Deletions	318
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	658



NOTICE OF DELINQUENCY

TO WHOM IT MAY CONCERN, the following described real estate has water and sewer service from the Auburn Board of Public Works (BPW), 1600 O Street, Auburn NE 68305 on which there are unpaid and delinquent charges (amounts due available at the said office of the BPW).

Property Owned by:
Samuel Lewis Jr. – NEMAHA BLK 69 LTS 1&2
400 2nd Street, Nemaha, NE

(Physical address: 400 2nd Street, Nemaha, Nebraska – Account #21001400.01)

NOW THEREFORE BE IT RESOLVED by the Board of Public Works of the City of Auburn, Nebraska to pass and approve this NOTICE this 20th day of October 2021.

Chairman

ATTEST:

Board Member

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

On _____, 2021, before me, a Notary Public in and for Nemaha County in the State of Nebraska, personally appeared a Board Member of Board of Public Works, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Tamara L. Westhart, Notary Public

Combined Financial Statements													
2021	Dec 2021	Nov 2021	Oct 2021	YTD	Sept 2021	Aug 2021	Jul 2021	Jun 2021	May 2021	Apr 2021	Mar 2021	Feb 2021	Jan 2021
Total Operating Rev	0	0	0	5,996,780	706,341	768,952	724,292	688,015	551,641	577,491	596,825	739,499	643,725
Total Other Revenue	0	0	0	320,674	28,919	37,884	38,161	24,717	33,858	26,051	34,604	38,288	58,192
Total Non Operating Rev	0	0	0	241,969	(8,919)	21,322	23,948	40,422	21,092	72,317	26,026	23,471	22,290
TOTAL REVENUE	0	0	0	6,559,423	726,340	828,159	786,401	753,154	606,590	675,859	657,455	801,258	724,207
Total Operating Exp	0	0	0	(3,852,234)	(254,405)	(533,575)	(510,552)	(543,965)	(384,703)	(365,478)	(370,498)	(478,661)	(410,398)
Total Admin & Gen Exp	0	0	0	(1,002,346)	(104,099)	(103,621)	(110,331)	(112,954)	(105,885)	(126,840)	(126,367)	(105,621)	(106,629)
Total Depreciation Exp	0	0	0	(716,540)	(78,207)	(78,949)	(79,828)	(79,829)	(79,738)	(79,768)	(79,933)	(80,144)	(80,144)
Total Non Operating Exp	0	0	0	(113,371)	(7,882)	(8,502)	(7,897)	(8,695)	(7,848)	(37,882)	(8,309)	(13,118)	(13,237)
TOTAL EXPENSES	0	0	0	(5,684,492)	(444,593)	(724,647)	(708,608)	(745,442)	(578,175)	(609,968)	(585,107)	(677,545)	(610,408)
NET INCOME	0	0	0	874,931	281,748	103,512	77,792	7,711	28,416	65,891	72,348	123,714	113,799
less P&I Payment	0	0	0	692,114	89,548	89,548	89,548	89,548	89,548	89,548	51,608	51,608	51,608
Adjusted Net Income	0	0	0	182,817	192,199	13,963	(11,756)	(81,837)	(61,133)	(23,657)	20,740	72,106	62,191
2020	Dec 2020	Nov 2020	Oct 2020	YTD	Sept 2020	Aug 2020	Jul 2020	Jun 2020	May 2020	Apr 2020	Mar 2020	Feb 2020	Jan 2020
Total Operating Rev	682,923	573,084	621,329	5,864,580	628,839	706,441	781,932	672,448	535,941	578,211	598,936	642,312	719,521
Total Other Revenue	69,959	34,543	45,693	395,383	12,459	107,319	42,465	60,609	28,506	44,146	26,970	27,366	45,544
Total Non Operating Rev	22,351	25,230	64,364	201,286	25,485	15,081	20,537	12,684	18,064	66,457	1,665	20,592	20,722
TOTAL REVENUE	775,233	632,857	731,386	6,461,249	666,783	828,840	844,934	745,740	582,511	688,814	627,571	690,270	785,788
Total Operating Exp	(447,942)	(343,916)	(371,377)	(3,887,692)	(534,141)	(391,403)	(449,170)	(421,392)	(330,874)	(414,911)	(384,951)	(463,336)	(497,514)
Total Admin & Gen Exp	(153,255)	(106,817)	(102,292)	(1,039,082)	(118,849)	(134,957)	(105,392)	(117,770)	(113,701)	(107,642)	(111,312)	(99,744)	(129,715)
Total Depreciation Exp	(75,874)	(78,215)	(78,215)	(716,378)	(75,952)	(80,711)	(78,380)	(79,032)	(79,032)	(80,803)	(80,803)	(80,811)	(80,855)
Total Non Operating Exp	(3,744)	(21,080)	(11,906)	(145,638)	(8,398)	(16,179)	(11,876)	(42,092)	(15,822)	(11,891)	(12,627)	(11,902)	(14,852)
TOTAL EXPENSES	(680,816)	(550,028)	(563,789)	(5,788,790)	(737,340)	(623,250)	(644,818)	(660,286)	(539,429)	(615,246)	(589,693)	(655,793)	(722,936)
NET INCOME	94,417	82,829	167,597	672,459	(70,557)	205,590	200,117	85,453	43,082	73,568	37,878	34,476	62,852
less W & WW P&I	58,341	58,341	58,341	525,799	58,341	58,341	58,341	58,341	58,341	58,207	58,629	58,629	58,629
Adjusted Net Income	36,076	24,488	109,256	146,661	(128,898)	147,249	141,776	27,112	(15,259)	15,361	(20,751)	(24,152)	4,223

Electric Department													
				YTD									
2021	Dec 2021	Nov 2021	Oct 2021	9/30/2021	Sept 2021	Aug 2021	Jul 2021	Jun 2021	May 2021	Apr 2021	Mar 2021	Feb 2021	Jan 2021
Total Operating Rev	0	0	0	4,510,191	529,471	591,133	550,624	515,031	393,127	417,824	444,883	581,790	486,309
Total Other Revenue	0	0	0	164,187	18,155	19,388	17,936	(416)	14,824	13,247	15,038	22,709	43,306
Total Non Operating Rev	0	0	0	205,072	(9,130)	14,786	22,705	36,602	18,528	59,048	25,211	15,530	21,791
TOTAL REVENUE	0	0	0	4,879,450	538,496	625,307	591,265	551,217	426,479	490,119	485,132	620,029	551,406
Total Operating Exp	0	0	0	(2,962,553)	(127,757)	(419,599)	(426,488)	(374,009)	(263,553)	(291,038)	(302,656)	(405,174)	(352,279)
Total Admin & Gen Exp	0	0	0	(588,210)	(63,398)	(66,240)	(62,959)	(58,488)	(59,829)	(78,632)	(71,482)	(64,339)	(62,842)
Total Depreciation Exp	0	0	0	(290,343)	(32,259)	(32,179)	(32,179)	(32,179)	(32,128)	(32,158)	(32,278)	(32,492)	(32,492)
Total Non Operating Exp	0	0	0	183	0	(621)	0	0	0	0	(358)	0	1,162
TOTAL EXPENSES	0	0	0	(3,840,922)	(223,414)	(518,639)	(521,625)	(464,677)	(355,510)	(401,828)	(406,773)	(502,005)	(446,452)
NET INCOME	0	0	0	1,038,528	315,082	106,669	69,640	86,540	70,969	88,291	78,358	118,024	104,955
2020	Dec 2020	Nov 2020	Oct 2020	YTD	Sept 2020	Aug 2020	Jul 2020	Jun 2020	May 2020	Apr 2020	Mar 2020	Feb 2020	Jan 2020
Total Operating Rev	515,505	406,584	441,976	4,384,303	469,730	519,325	608,365	506,414	377,292	416,826	442,544	485,908	557,900
Total Other Revenue	28,984	16,802	24,428	174,859	15,211	14,723	26,071	19,721	16,432	17,154	13,883	16,614	35,052
Total Non Operating Rev	21,964	15,915	51,326	151,353	935	16,947	20,322	8,425	14,902	53,703	1,389	14,270	20,462
TOTAL REVENUE	566,453	439,301	517,730	4,710,514	485,875	550,994	654,758	534,559	408,626	487,682	457,816	516,792	613,413
Total Operating Exp	(346,451)	(279,184)	(296,398)	(3,196,137)	(357,627)	(362,423)	(381,696)	(377,470)	(266,620)	(321,067)	(318,922)	(395,286)	(415,024)
Total Admin & Gen Exp	(83,511)	(65,213)	(57,607)	(597,635)	(66,352)	(58,239)	(66,262)	(64,241)	(69,081)	(59,907)	(68,833)	(59,627)	(85,094)
Total Depreciation Exp	(31,040)	(31,101)	(31,101)	(292,189)	(31,217)	(31,217)	(31,266)	(31,893)	(31,893)	(33,661)	(33,661)	(33,669)	(33,713)
Total Non Operating Exp	1,774	(150)	0	(31,467)	(394)	(431)	0	(30,217)	(426)	0	0	0	0
TOTAL EXPENSES	(459,228)	(375,647)	(385,107)	(4,117,428)	(455,591)	(452,311)	(479,224)	(503,821)	(368,019)	(414,634)	(421,416)	(488,582)	(533,831)
NET INCOME	107,225	63,654	132,623	593,086	30,284	98,684	175,534	30,739	40,606	73,048	36,400	28,210	79,582

Water Department													
				YTD									
2021	Dec 2021	Nov 2021	Oct 2021	9/30/2021	Sept 2021	Aug 2021	Jul 2021	Jun 2021	May 2021	Apr 2021	Mar 2021	Feb 2021	Jan 2021
Total Operating Rev	0.00	0.00	0.00	676,848.40	84,162.31	85,828.23	81,899.68	84,784.22	69,279.24	70,717.72	63,117.63	69,594.47	67,464.90
Total Other Revenue	0.00	0.00	0.00	114,761.81	6,827.07	15,140.50	15,580.78	20,094.22	14,334.52	8,913.34	12,215.20	11,858.23	9,797.95
Total Non Operating Rev	0.00	0.00	0.00	16,195.10	(62.24)	3,205.32	972.85	3,559.33	(645.99)	3,888.62	629.79	4,705.46	(58.04)
TOTAL REVENUE	0.00	0.00	0.00	807,805.31	90,927.14	104,174.05	98,453.31	108,437.77	82,967.77	83,519.68	75,962.62	86,158.16	77,204.81
Total Operating Exp	0.00	0.00	0.00	(539,255.70)	(92,312.80)	(73,443.12)	(44,731.80)	(135,718.53)	(78,532.91)	(33,276.03)	(28,547.71)	(30,697.95)	(21,994.85)
Total Admin & General Exp	0.00	0.00	0.00	(264,595.10)	(22,077.19)	(24,887.37)	(28,266.01)	(36,447.05)	(30,887.29)	(30,528.46)	(35,482.94)	(26,512.76)	(29,506.03)
Total Depreciation Exp	0.00	0.00	0.00	(215,199.48)	(22,541.19)	(23,318.57)	(24,196.65)	(24,196.65)	(24,172.43)	(24,172.43)	(24,216.72)	(24,192.42)	(24,192.42)
Total Non Operating Exp	0.00	0.00	0.00	(70,658.33)	(6,982.71)	(6,982.71)	(6,998.48)	(7,795.83)	(6,982.71)	(6,982.71)	(7,999.11)	(9,326.52)	(10,607.55)
TOTAL EXPENSES	0.00	0.00	0.00	(1,089,708.61)	(143,913.89)	(128,631.77)	(104,192.94)	(204,158.06)	(140,575.34)	(94,959.63)	(96,246.48)	(90,729.65)	(86,300.85)
NET INCOME	0.00	0.00	0.00	(281,903.30)	(52,986.75)	(24,457.72)	(5,739.63)	(95,720.29)	(57,607.57)	(11,439.95)	(20,283.86)	(4,571.49)	(9,096.04)
less P&I Accrual for NEDQ	0.00	0.00	0.00	220,598.11	20,316.04	20,316.04	20,316.04	20,316.00	20,316.04	20,316.04	20,316.04	20,316.04	20,316.04
Adjusted Net Income	0.00	0.00	0.00	(502,501.41)	(73,302.79)	(44,773.76)	(26,055.67)	(116,036.29)	(77,923.61)	(31,755.99)	(40,599.90)	(24,887.53)	(29,412.08)
				YTD									
2020	Dec 2020	Nov 2020	Oct 2020	9/30/2020	Sept 2020	Aug 2020	Jul 2020	Jun 2020	May 2020	Apr 2020	Mar 2020	Feb 2020	Jan 2020
Total Operating Rev	70,304	63,846	77,678	613,011	77,260	70,679	76,416	72,991	64,195	67,316	60,639	59,079	64,437
Total Other Revenue	34,904	12,154	16,612	190,321	12,268	83,624	12,859	38,144	8,072	9,336	9,737	8,165	8,117
Total Non Operating Rev	190	6,090	3,665	12,476	2,357	3,318	(49)	4,013	(44)	(43)	(53)	3,040	(63)
TOTAL REVENUE	105,397	82,091	97,956	815,808	91,884	157,621	89,226	115,147	72,224	76,609	70,323	70,284	72,490
Total Operating Exp	(64,506)	(33,726)	(39,244)	(325,637)	(91,520)	(43,161)	(31,263)	(6,664)	(28,024)	(28,522)	(32,919)	(28,796)	(34,767)
Total Admin & Gene Exp	(31,944)	(28,205)	(28,455)	(275,030)	(30,326)	(53,430)	(24,378)	(29,744)	(26,356)	(28,288)	(27,064)	(25,781)	(29,663)
Total Depreciation Exp	(23,801)	(23,801)	(23,801)	(214,360)	(23,801)	(23,801)	(23,801)	(23,826)	(23,826)	(23,826)	(23,826)	(23,826)	(23,826)
Total Non Operating Exp	(9,094)	(10,939)	(7,475)	(73,989)	(7,475)	(7,475)	(7,475)	(7,475)	(10,995)	(7,475)	(8,227)	(7,501)	(9,892)
TOTAL EXPENSES	(129,345)	(96,671)	(98,974)	(889,015)	(153,121)	(127,867)	(86,917)	(67,710)	(89,201)	(88,111)	(92,036)	(85,905)	(98,148)
NET INCOME	(23,947)	(14,581)	(1,018)	(73,207)	(61,237)	29,754	2,309	47,438	(16,977)	(11,502)	(21,713)	(15,621)	(25,658)
less P&I Accrual for NEDQ	20,464	20,464	20,464	184,905	20,464	20,464	20,464	20,464	20,464	20,330	20,752	20,752	20,752
Adjusted Net Income	(44,411)	(35,045)	(21,483)	(258,112)	(81,701)	9,290	(18,155)	26,974	(37,442)	(31,832)	(42,464)	(36,372)	(46,409)

Wastewater Department

				YTD									
2021	Dec 2021	Nov 2021	Oct 2021	9/30/2021	Sept 2021	Aug 2021	Jul 2021	Jun 2021	May 2021	Apr 2021	Mar 2021	Feb 2021	Jan 2021
Total Operating Rev	0	0	0	669,186	77,069	76,320	76,155	72,624	73,580	73,325	73,212	72,573	74,329
Total Other Rev	0	0	0	25,750	2,048	1,490	2,830	2,683	2,922	2,247	5,818	1,936	3,776
Total Non Operating Rev	0	0	0	20,702	273	3,331	270	261	3,209	9,380	185	3,236	557
TOTAL REVENUE	0	0	0	715,637	79,390	81,141	79,254	75,568	79,711	84,952	79,216	77,744	78,662
Total Operating Exp	0	0	0	(195,992)	(17,140)	(23,346)	(21,704)	(17,034)	(25,514)	(24,128)	(22,048)	(25,962)	(19,116)
Total Admin & General Exp	0	0	0	(149,541)	(18,624)	(12,493)	(19,106)	(18,018)	(15,169)	(17,679)	(19,402)	(14,769)	(14,280)
Total Depreciation Exp	0	0	0	(210,998)	(23,407)	(23,452)	(23,453)	(23,454)	(23,438)	(23,438)	(23,438)	(23,459)	(23,459)
Total Non Operating Exp	0	0	0	(42,896)	(899)	(899)	(899)	(899)	(865)	(30,899)	48	(3,792)	(3,792)
TOTAL EXPENSES	0	0	0	(599,428)	(60,070)	(60,189)	(65,162)	(59,405)	(64,986)	(96,144)	(64,841)	(67,982)	(60,647)
NET INCOME	0	0	0	116,210	19,320	20,951	14,092	16,162	14,725	(11,192)	14,374	9,762	18,015
less P&I Payment Accrual	0	0	0	415,394	69,232	69,232	69,232	69,232	69,232	69,232	31,292	31,292	31,292
Adjusted Net Income	0	0	0	(299,184)	(49,912)	(48,281)	(55,140)	(53,070)	(54,508)	(80,425)	(16,918)	(21,530)	(13,277)
2020	Dec 2020	Nov 2020	Oct 2020	YTD	Sept 2020	Aug 2020	Jul 2020	Jun 2020	May 2020	Apr 2020	Mar 2020	Feb 2020	Jan 2020
Total Operating Rev	81,505	87,074	86,059	728,243	66,307	100,958	81,674	77,515	78,955	78,669	80,359	81,976	81,829
Total Other Rev	4,401	4,033	3,315	15,225	(16,757)	7,566	1,641	1,188	1,907	15,357	1,681	1,399	1,244
Total Non Operating Rev	197	3,225	9,373	37,457	22,194	(5,184)	265	246	3,205	12,798	329	3,281	324
TOTAL REVENUE	86,103	94,331	98,747	780,925	71,744	103,340	83,580	78,949	84,067	106,824	82,369	86,656	83,397
Total Operating Exp	(20,055)	(14,280)	(18,693)	(213,581)	(68,209)	31,343	(19,091)	(19,811)	(18,854)	(48,283)	(16,641)	(22,757)	(31,278)
Total Admin & Gen Exp	(37,800)	(13,399)	(16,230)	(166,417)	(22,172)	(23,288)	(14,752)	(23,785)	(18,265)	(19,447)	(15,415)	(14,336)	(14,958)
Total Depreciation Exp	(21,033)	(23,313)	(23,313)	(209,829)	(20,933)	(25,692)	(23,313)	(23,313)	(23,313)	(23,316)	(23,316)	(23,316)	(23,316)
Total Non Operating Exp	3,576	(9,991)	(4,431)	(40,182)	(529)	(8,273)	(4,401)	(4,401)	(4,401)	(4,416)	(4,401)	(4,401)	(4,960)
TOTAL EXPENSES	(75,312)	(60,984)	(62,667)	(630,009)	(111,842)	(25,911)	(61,558)	(71,310)	(64,833)	(95,461)	(59,772)	(64,810)	(74,512)
NET INCOME	10,791	33,347	36,081	150,916	(40,098)	77,429	22,022	7,640	19,234	11,363	22,597	21,846	8,885
less P&I Payment Accrual	37,877	37,877	37,877	340,893	37,877	37,877	37,877	37,877	37,877	37,877	37,877	37,877	37,877
Adjusted Net Income	(27,086)	(4,530)	(1,797)	(189,977)	(77,976)	39,552	(15,855)	(30,237)	(18,643)	(26,514)	(15,280)	(16,031)	(28,992)

Garbage Department													
2021	Dec 2021	Nov 2021	Oct 2021	YTD 9/30/2021	Sept 2021	Aug 2021	Jul 2021	Jun 2021	May 2021	Apr 2021	Mar 2021	Feb 2021	Jan 2021
Total Operating Rev	0	0	0	140,554	15,638	15,671	15,613	15,576	15,655	15,625	15,613	15,542	15,622
Total Other Revenue	0	0	0	15,975	1,889	1,866	1,815	2,356	1,777	1,644	1,532	1,785	1,311
Total Non Operating Rev	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL REVENUE	0	0	0	156,530	17,527	17,537	17,428	17,932	17,432	17,268	17,145	17,327	16,933
Total Operating Exp	0	0	0	(154,433)	(17,195)	(17,187)	(17,628)	(17,203)	(17,103)	(17,036)	(17,246)	(16,828)	(17,008)
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	0	0	(154,433)	(17,195)	(17,187)	(17,628)	(17,203)	(17,103)	(17,036)	(17,246)	(16,828)	(17,008)
NET INCOME	0	0	0	2,097	333	349	(200)	729	329	232	(101)	499	(75)
less Principal Payment										0	0	0	0
Adjusted Net Income	0	0	0	2,097	333	349	(200)	729	329	232	(101)	499	(75)
2020	Dec 2020	Nov 2020	Oct 2020	YTD 9/30/2020	Sept 2020	Aug 2020	Jul 2020	Jun 2020	May 2020	Apr 2020	Mar 2020	Feb 2020	Jan 2020
Total Operating Rev	15,610	15,580	15,615	139,024	15,542	15,480	15,476	15,527	15,499	15,400	15,395	15,349	15,356
Total Other Revenue	1,669	1,554	1,338	14,978	1,738	1,405	1,895	1,556	2,095	2,298	1,668	1,189	1,132
Total Non Operating Rev	0	0	0	-	0	0	0	0	0	0	0	0	0
TOTAL REVENUE	17,279	17,134	16,953	154,001	17,280	16,885	17,371	17,084	17,594	17,699	17,063	16,538	16,487
Total Operating Exp	(16,931)	(16,726)	(17,041)	(152,338)	(16,786)	(17,161)	(17,119)	(17,447)	(17,375)	(17,039)	(16,469)	(16,497)	(16,445)
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	(16,931)	(16,726)	(17,041)	(152,338)	(16,786)	(17,161)	(17,119)	(17,447)	(17,375)	(17,039)	(16,469)	(16,497)	(16,445)
NET INCOME	348	408	(88)	1,664	495	(276)	252	(363)	219	659	594	41	43
less Principal Payment	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Net Income	348	408	(88)	1,664	495	(276)	252	(363)	219	659	594	41	43

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

Auburn State Bank (Checking Acct) (1)
September 30, 2021

Account: 1010202

Bank Account Number: 191494

Bank Statement Balance:	2,503,924.93	Book Balance Previous Month:	1,407,746.42
Outstanding Deposits:	3,613.38	Total Receipts:	821,647.61
Outstanding Checks:	27,722.40	Total Disbursements:	251,041.05-
Bank Adjustments:	619.17	Book Adjustments:	.00
Bank Balance:	2,480,435.08	Book Balance:	2,480,435.08

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
1066	51.92	1192	1,113.94	1197	560.41	1198	1,887.11
Total:							3,613.38

Deposits cleared: 61 items Deposits Outstanding: 4 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
43242	139.42	44794	120.41	46335	32.73	46790	97.90
43471	218.05	44851	84.35	46393	19.32	46794	128.80
43703	57.71	44958	88.13	46482	154.28	46864	4,283.64
44096	46.54	45300	19.57	46552	24.79	46872	117.96
44111	1.26	45703	125.87	46632	70.00	453452	15.86
44138	.31	45790	30.00	46671	1,303.00	930211	489.72
44143	6.70	46127	214.13	46709	131.83	930211	19,359.21
44220	26.87	46267	311.94	46723	2.10		
						Total:	27,722.40

Checks cleared: 120 items Checks Outstanding: 31 items

Bank Adjustments

Description	Amount	Description	Amount
o/s Mid American Benefit	676.88	o/s Deposit Clear Token	57.71-
Total:		619.17	

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)

September 30, 2021

Account: 1010204

Bank Account Number: 457285

Bank Statement Balance:	1,062,195.67	Book Balance Previous Month:	1,062,064.73
Outstanding Deposits:	.00	Total Receipts:	130.94
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	1,062,195.67	Book Balance:	1,062,195.67

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 - September 2021

GL	ISSUED/ RENEWED DATE	MATURITY DATE	NUM.	TERM	INT.	RATE	OWNER	BANK	ORIGINAL\$	CURRENT\$
ELECTRIC DEPARTMENT										
1200	04/16/18	03/16/23	24350	59 MO	CMPSA	2.78%	Capitol Reserves	ASB	174,594.39	189,558.81
1200	06/26/18	05/26/23	24384	59 MO	CMPSA	3.14%	Capitol Reserves	ASB	460,449.47	505,263.74
1200	10/16/18	09/16/23	24493	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	557,918.77	604,943.61
1200	10/16/18	09/16/23	24494	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	442,540.14	479,840.15
1200	10/16/18	09/16/23	24495	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	442,540.14	479,840.15
1200	10/16/18	09/16/23	24496	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	417,524.06	452,715.59
1200	10/16/18	09/16/23	24497	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	207,255.55	224,724.34
1200	10/16/18	09/16/23	24498	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	255,809.71	277,370.93
1200	10/16/18	09/16/23	24499	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	286,669.02	310,831.26
1200	02/22/19	02/22/22	24624	36 MO	CMPQ	3.00%	Capitol Reserves	ASB	\$ 670,139.21	\$ 721,505.48
1200	02/22/19	02/02/22	24625	36 MO	CMPQ	3.00%	Capitol Reserves	ASB	534,994.59	576,002.01
1200	02/22/19	02/22/22	24626	36 MO	CMPQ	3.00%	Capitol Reserves	ASB	534,994.82	576,002.25
1200	10/29/18	10/29/23	764563	60MO	CMPQ	3.29%	Capitol Reserves	UBT	185,527.44	202,803.75
1200	10/29/18	10/29/23	764605	60MO	CMPQ	3.29%	Capitol Reserves	UBT	166,270.64	181,753.76
1200	10/29/18	10/29/23	764633	60MO	CMPQ	3.29%	Capitol Reserves	UBT	189,537.15	207,186.85
TOTAL ELECTRIC INVESTMENTS										\$5,990,342.68

WATER DEPARTMENT

1200	10/16/2018	09/16/23	24500	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	\$ 211,525.58	\$ 229,354.26
1200	8/3/2018	7/3/2023	24427	59 MO	CMPSA	3.14%	Capitol Reserves	ASB	191,071.52	209,667.98
1200	6/26/2018	5/26/2023	24385	59 MO	CMPSA	3.14%	Capitol Reserves	ASB	241,007.39	264,463.96
TOTAL WATER INVESTMENTS										\$703,486.20

SEWER DEPARTMENT

1200	10/16/18	09/16/23	24501	59 MO	CMPQ	3.29%	Capitol Reserves	ASB	\$ 457,305.34	\$ 495,849.88
1200	10/16/18	09/16/23	24502	59 MO	CMPQ	3.29%	Capitol Reserves	ASB	71,900.01	77,960.18
1200	02/22/19	02/22/22	24627	36 MO	CMPQ	3.00%	Capitol Reserves	ASB	386,608.42	416,242.01
TOTAL W.W. INVESTMENTS										\$990,052.07

TOTAL INVESTMENTS **\$7,683,880.95**

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

INTEREST ALLOCATION								
AUBURN STATE BANK RECONCILIATION - Through 09/30/2021								
		\$1,062,195.67	Allocation		Deposits/ Transfers	Increase/ Decrease in Designated Funds	Checks/ Transfers	\$1,062,195.67
E.Prev.Bal.		\$810,300.74	76.3%					
\$99.90		\$99.90						
E. REV.%	76.3%	\$810,300.74	100.0%	interest	\$99.90			\$810,400.63
				rounding	-\$0.01		\$0.00	\$0.00
		\$810,300.74	100.0%			99.89		
		\$0.00						\$810,400.63
W Prev. Bal.		\$157,472.50	14.83%				\$0.00	
\$19.42		\$19.42						
W. REV.%	14.83%	\$157,472.50	100.0%	interest	\$19.42			\$157,491.92
		\$157,472.50	100.00%	rounding		19.42		
		\$0.00						\$157,491.92
WW.Prev.Bal.		\$94,291.46	8.88%					
\$11.63		\$11.63		rounding			\$0.00	
WW. REV%	8.88%	\$94,291.46	100.0%	interest	\$11.63			\$94,303.12
		\$94,291.46	100.00%			11.63		
		\$0.00	100.00%					\$94,303.12
Interest =	130.94	\$1,062,064.70	√		\$130.94	130.94	\$0.00	\$1,062,195.67
** adjusted for rounding								
						INTEREST		\$99.89
						INTEREST		19.42
						INTEREST		\$11.63
Total Interest								130.94

2020 Interest

Dec 772.71
 Nov 804.24
 Oct 895.80
 Sept 919.83
 Aug 955.06
 Jul 910.08
 June 872.16
 May 1,050.83
 Apr 1,070.34
 Mar 1,232.55
 Feb 1,239.86
 Jan 1,277.81

12,001.27 YTD Interest

2021 Interest

Dec
 Nov
 Oct 364.92
 Sept 322.67
 Aug 337.89
 Jul 326.69
 Jun 368.35
 May 389.12
 Apr 417.89
 Mar 444.84
 Feb 460.75
 Jan 687.56

4,120.68 YTD Interest

PLEDGING ANALYSIS						
Auburn State Bank - September 2021 Pledge Analysis						
PLEDGE#	ISSUE DATE	ORIGINAL AMOUNT	MATURITY	SECURITY PLEDGED	RATING-SP/Moodys	9/30/2021
64044XBU4	12/15/16	\$225,000.00	12/15/21	NEMAHA CNTY NE SCH DIST 29	NR	\$225,598.50
112128KG7	12/19/17	\$100,000.00	12/15/23	BROKEN BOW NEB GO	NR	\$102,357.00
112128KN2	12/19/17	\$130,000.00	12/15/29	BROKEN BOW NEB GO	NR	\$132,888.60
31395WHN0	07/01/05	\$1,330,000.00	07/15/25	FHLMC REMIC SERIES 3005 ED	NR	\$97,829.23
3617LUUA4	12/14/20	\$1,100,000.00	02/20/70	GNMA HMBS	NR	\$860,391.50
3137FL2Q6	04/20/20	\$2,000,000.00	01/25/26	FHLMC REMIC SERIES K-F58	NR	\$1,109,170.46
3137FL7L2	03/28/19	\$1,300,000.00	02/25/26	FHLMC REMIC SERIES K-F60	NR	\$920,979.09
3137FMCW0	08/07/19	\$2,000,000.00	05/25/29	FHMS KF63 A	NR	\$1,882,093.41
3136AYEX7	09/01/17	\$500,000.00	09/25/35	FNMA REMIC TRUST 2017-83	NR	\$243,769.55
34682EML4	03/01/19	\$330,000.00	09/01/36	FORT BEND CNTY TEX MUN UTIL DI	NR	\$352,954.80
68905FGN3	12/18/20	\$200,000.00	11/15/31	OTOE CNT NEB SCH DIST 111	NR	\$202,428.00
38376RB70	04/09/20	\$1,150,000.00	10/20/66	GNMA REMIC TRUST 2016-H23	NR	\$812,620.07
38378BA74	08/01/12	\$875,000.00	11/16/51	GNMA REMIC TRUST 2012-100 AC	NR	\$336,354.36
414926JN6	08/13/20	\$225,000.00	09/01/30	HARRIS CNTY TEX MUN UTIL DIST	NR	\$230,982.75
414108KB5	05/15/20	\$375,000.00	08/15/36	HARRIS CO TX FRESH WTR SUPP	NR	\$379,391.25
64044XCH2	05/15/19	\$290,000.00	12/15/29	NEMAHA. CO NE SCH DIST LTD TAX	NR	\$299,068.30
83165BBH4	03/01/19	\$1,000,000.00	08/25/28	SBA PC VAR QTRLY ADJ	NR	\$695,035.90
83165BBN1	04/18/19	\$1,000,000.00	07/25/29	SBA POOL VARIABLE RATE	NR	\$799,020.04
78443VAG7	01/25/07	\$1,000,000.00	01/25/42	SLM STUDENT LOAN TR 2007-1	NR	\$972,960.00
78443FAF4	07/19/07	\$1,000,000.00	01/25/43	SLM STUDENT LOAN TR 2007-5	NR	\$683,073.07
878867AF7	04/15/20	\$600,000.00	11/01/34	TECUMSEH NE RFD BDS	NR	\$610,596.00
BOOK VALUE		\$16,730,000.00	MKT. VALUE			\$11,949,561.88

PLEDGING ANALYSIS (cont.)

AUBURN STATE BANK BALANCES - 2021

Flexible Spending #443450	\$7,210.95
MMG # 457285 (T/D,Ins.,Rev.)	\$1,062,195.67
MMG #191494 E,W,WW Rev.	\$1,628,958.55
SNA #191460 E,W,WW Rev.	\$874,966.38
	\$3,573,331.55

Bank/CDs Total

\$10,665,468.14

RECAP:	Original Pledge	Market Value
F.D.I.C.	\$250,000.00	\$250,000.00
Pledges	\$16,730,000.00	\$11,949,561.88
Sub-total	\$16,980,000.00	\$12,199,561.88
Bank/CDx1.05	\$11,198,741.55	\$11,198,741.55
Difference	\$5,781,258.45	\$1,000,820.33

Need additional pledge in the amount of = \$00.00

Auburn State Bank C.D.'s - September 2021

24350	\$189,558.81
24384	\$505,263.74
24427	\$209,667.98
24385	\$264,463.96
24493	\$604,943.61
24494	\$479,840.15
24495	\$479,840.15
24496	\$452,715.59
24497	\$224,724.34
24498	\$277,370.93
24499	\$310,831.26
24500	\$229,354.26
24501	\$495,849.88
24502	\$77,960.18
24624	\$721,505.48
24625	\$576,002.01
24626	\$576,002.25
24627	\$416,242.01
	\$7,092,136.59

Proof

CD Totals All Institutions

\$7,683,880.95

Union Bank & Trust Company - September 2021 Pledge Analysis

PLEDGE #	ISSUE DATE	AMOUNT	MATURITY	SECURITY PLEDGED	RATING- SP/Moodys	9/30/2021
3130AJF95	06/26/20	300,300.00	3/24/2025	FHLB US Agency		\$300,870.00
38381WT99	09/05/19	247,184.86	07/20/49	US TREASURER BILL	AAA	\$262,265.71
	BOOK VALUE	\$547,484.86			MKT. VALUE	\$563,135.71

BANK BALANCES - September 2021

	\$3,573,331.55

Bank/CDs Total

\$591,744.36 ✓

Union Bank C.D.'s - September 2021

764563	\$202,803.75
764605	\$181,753.76
764633	\$207,186.85
TOTAL	\$591,744.36 ✓✓

RECAP:	Original Pledge	Market Value
F.D.I.C.	\$250,000.00	\$250,000.00
Pledges	\$547,484.86	\$563,135.71
Sub-total	\$797,484.86	\$813,135.71
Bank/CDx1.05	\$621,331.58	\$621,331.58
Difference	\$176,153.28	\$191,804.13

Need additional pledge in the amount of = \$0.00

City of Auburn
Board of Public Works

Check Register - For Board Claims - no signature line
Check Issue Dates: 10/1/2021 - 10/31/2021

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Report Criteria:

Report type: Summary

Check Issue Date	Check Number	Payee	Description	Amount
10/01/2021	43703	Boltin, Jonathan	Electric Refund for Over Payment	57.71- ✓
10/01/2021	44096	Whisler, Kristin	Water Dep Refund	46.54- ✓
10/01/2021	44111	Bowman, Elizabeth	Electric Deposit Refund	1.26- ✓
10/01/2021	44138	Knipe, Meghan	Water Deposit Refund	.31- ✓
10/01/2021	44143	Manning, Phillip	Credit Balance Refund	6.70- ✓
10/01/2021	44794	Gonzales, Benedicto	Water Deposit Refund	120.41- ✓
10/01/2021	44851	Prudhome, Brittany	Electric Deposit Refund	84.35- ✓
10/01/2021	44958	Cote, Lexie	Water Dep Refund	88.13- ✓
10/01/2021	45703	Hackenwerth, Alex	WASTE WATER DEPOSIT REFUND	125.87- ✓
10/01/2021	45790	Jones, Ron	COOLING REBATE	30.00- ✓
10/13/2021	46671	JEO Consulting Group Inc	PROFESSIONAL SERVICES THRU 6/18/21	1,303.00- ✓
10/20/2021	46875	Airstream Heating & Cooling	AC/Heat Pump System - 2 Ton 17 SEER Mini Split	4,812.46
10/20/2021	46876	All Needs Computer & Mailing Services	MONTHLY STATEMENTS 09/2021	4,558.77
10/20/2021	46877	Altec Industries Inc	Unit 8 Radio System Repairs - Winch Controller	1,929.29
10/20/2021	46878	American Recycling & Sanitation	CONTRACT AMOUNT/GARBAGE/POLY CARTS	16,614.98
10/20/2021	46879	Auburn Auto Center	UNIT 10 MAINTENANCE	830.68
10/20/2021	46880	Auburn Family Health Center PC	DRUG SCREEN COLLECTION FEE	175.00
10/20/2021	46881	B 103	COOP AD	171.00
10/20/2021	46882	Baird Holm LLP	ANALYZE POLE LEASE AND WINDSTREAM ISSUES	1,561.87
10/20/2021	46883	BCom Solutions, LLC	FACEBOOK AD PROMOTING FIRE HYDRANT TESTING	369.99
10/20/2021	46884	Beard's Salvage	UNIT 28 REPAIRS	423.15
10/20/2021	46885	Bennet's Body Shop	CENTARI REDUCER	45.84
10/20/2021	46886	Big Red Sawmill & Firewood	Oak Boards - 1-1/2" x 6"W x 10'L	522.23
10/20/2021	46887	Board Of Public Works	WATER SAMPLING STATION	14,248.63
10/20/2021	46888	Border States Industries Inc	STRAP - 1 IN RIGID	7,548.79
10/20/2021	46889	Capital Business Systems, Inc	RICOH COPIER	602.91
10/20/2021	46890	Capital One Spark Business	SIMPLE GREEN CLEANER	1,512.99
10/20/2021	46891	Carpenter Paper Company	KC12890 - WIPER WYPALL BLUE X90	72.31
10/20/2021	46892	Caselle Inc	CONTRACT SUPPORT 11/01/2021-11/30/2021	1,883.00
10/20/2021	46893	City of Auburn	FRANCHISE FEE	9,177.07
10/20/2021	46894	Concrete Industries Inc	SCREENED LIMESTONE BULK	274.34
10/20/2021	46895	County Publications	FIRE HYDRANTS & BIDS	528.00
10/20/2021	46896	Credit Information Services	CREDIT CHECKS	65.70
10/20/2021	46897	Crescent Electric Supply Company	CONDUIT - PVC SCH 40 2 IN	1,012.94
10/20/2021	46898	DHHS State of Nebraska	COLIFORM BY COLILERT	1,652.00
10/20/2021	46899	Dutton-Lainson Company	ELECTRIC METER - FORM 2S CL200 BI-DIRECTIONAL	596.51
10/20/2021	46900	Eakes Office Plus	Desk Panels - Hon HBV-P4260 Verse 42x60 Seaway Grey	775.75
10/20/2021	46901	Eggers Brothers Inc	UNIT 28 REPAIRS	187.24
10/20/2021	46902	Environmental Systems Research Institute	ArcGIS Online Field Worker Term License 12/21-12/22	3,200.00
10/20/2021	46903	Filter Care of Nebraska	UNITS 4 & 12 FILTERS CLEANED	26.00
10/20/2021	46904	Frontier Cooperative	CROSSBOW	4,172.67
10/20/2021	46905	Glenn's Corner Market	ICE	141.10
10/20/2021	46906	Grainger Inc	Fire Hose Adapter Hex Brass	34.57
10/20/2021	46907	Green Care Lawn Service	LAWN CARE	600.00
10/20/2021	46908	Hach Chemical Company	5218000 - 1720 D/E Photocell Assembly Replacement Kit for	1,008.85
10/20/2021	46909	Hawkins Inc	AZONE 15	702.42
10/20/2021	46910	HireRight Solutions LLC	BACKGROUND CHECK	603.74
10/20/2021	46911	Hoak, Mike	SEPT CLEANING	426.00
10/20/2021	46912	Husker Electric	INSULINK - 1/0 TO 2	886.88
10/20/2021	46913	IES Commercial Inc	4160 Substation Upgrade	218,453.20
10/20/2021	46914	Inland Truck Parts & Service	UNIT 3 REPAIRS	620.75
10/20/2021	46915	Iron Inc	Water Meter ERT100W Pit Style - Standard 2 Warranty	840.42
10/20/2021	46916	JEO Consulting Group Inc	PROFESSIONAL SERVICES THRU 9/17/21	6,206.20
10/20/2021	46917	Johnson Service Company	CLEAN & VIDEO SEWER - OLD PIPE	4,533.90
10/20/2021	46918	Kidwell Inc	WALL MOUNT KIT	1,117.50

Unclaimed
Property

Reissue -

City of Auburn
Board of Public Works

Check Register - For Board Claims - no signature line
Check Issue Dates: 10/1/2021 - 10/31/2021

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Check Issue Date	Check Number	Payee	Description	Amount
10/20/2021	46919	Layne Christensen Co Inc	BENTONITE CHUNK SUPER SACK	1,575.00
10/20/2021	46920	Lincoln Winwater	ROAD WAY BOX - PLASTIC	16,994.96
10/20/2021	46921	Lynch's Hardware & Gifts	UNIT 12 GAS CAN	30.76
10/20/2021	46922	Mellage Truck & Tractor Inc	UNIT 13 MAINTENANCE	11.69
10/20/2021	46923	Midwest Laboratories Inc	ANNUAL BIOSOLIDS TEST & KITS FOR TESTS	510.00
10/20/2021	46924	Mike's Window Service	SEPT WINDOW CLEANING	12.78
10/20/2021	46925	Municipal Supply of NE Inc	COUPLING - HYMAX DI GRIP 6 IN	961.75
10/20/2021	46926	Nebraska Dept of Environment and Energy	WWTF RENEWAL - J. THEYE	150.00
10/20/2021	46927	Nebraska Municipal Power Pool	SAFETY AND TRAINING	500.00
10/20/2021	46928	Nebraska State Treasurer	UNCLAIMED PROPERTY REPORT	512.72
10/20/2021	46929	Nemaha County Sheriffs Office	BREATH TEST	25.00
10/20/2021	46930	Nutrien Ag Solutions	FESCUE 5-WAY MIX	491.40
10/20/2021	46931	Olsson	PROF SERVICES RENDERED 8/8/21 THRU 9/11/21	7,336.21
10/20/2021	46932	Omaha Public Power District	SEPTEMBER 2021 TRANSMISSION	25,852.27
10/20/2021	46933	One Call Concepts Inc	LOCATES	96.38
10/20/2021	46934	Paramount Linen & Uniform	UNIFORMS	1,702.68
10/20/2021	46935	Petty Cash	REIMBURSE KELL STAHL GLASSES	271.00
10/20/2021	46936	Sack Lumber Company	SPRAY PAINT	47.23
10/20/2021	46937	Scantron Technology Solutions	MICROSOFT OFFICE 365	6,614.76
10/20/2021	46938	St of NE - Financial Services	S WHEELER #32775509 E/A REFUND	1,736.81
10/20/2021	46939	US Cellular	MONTHLY SERVICE CHG - 9/18/21-10/17/21	287.27
10/20/2021	46940	Utility Service Co Inc	WELL # 20 ANNUAL	62,284.38
10/20/2021	46941	Village of Brownville	SEPT WASTE WATER	10,634.98
10/20/2021	46942	Village Of Johnson	FRANCHISE FEE	5,123.84
10/20/2021	46943	Village of Nemaha	SEPT GARBAGE	5,729.82
10/20/2021	46944	Water Engineering Inc	MONTHLY AGREEMENT	392.83
10/20/2021	46945	Wesco Distribution Inc	GLOVES - 16" PRIMARY LEATHER PROTECTOR - SIZE 10	2,203.49
10/20/2021	46946	Western Area Power Administration	ENERGY- SEPTEMBER 2021	21,488.43
10/20/2021	46947	Westhart, Tamara	REIMBURSE GLASSES	458.25
10/01/2021	45345238	Vasco, Pietto	DEPOSIT REFUND	15.86- ✓

Unclaimed Property

487,884.19

Grand Totals:

57 * 71 +

46 * 54 +

1 * 26 +

0 * 31 +

6 * 70 +

120 * 41 +

84 * 55 +

88 * 13 +

125 * 87 +

30 * 00 +

1 * 303 * 00 +

15 * 86 +

1 * 880 * 14 *

487 * 884 * 19 +

Total word 1 * 880 * 14 +

- 489 * 764 * 33 *

Total Claims

Report Criteria:
Report type: Summary

Checks Written Need Ratified	
AFLAC	489.72
Ameritas	8,801.38
ASB	200.00
ASSURITY	493.58
BCBS	19,009.34
Black Hills Energy	291.69
NSF Checks	416.60
Chase Paymentech	1,590.09
DIRECT DEPOSIT TOTAL	48,985.08
Guardian Life	1,464.34
IBEW 1536	752.04
IRS	19,331.78
Mid-American Benefits Inc	506.48
NDOR W/H	6,052.62
Nebraska Department of Rev	32,040.86
Quadient	100.00
Southwest Power Pool	11,795.02
The Principal Group	1,426.53
United Parcel Service	91.74
Verizon Wireless	457.68
WEX Fleet Universal	2,885.56
Windstream	721.79
Xpress Bill Pay	420.46
	<u>158,324.38</u>

Claims by Fund Totals	
Electric	125,662.49
Water	50,862.98
Wastewater	200,336.44
Garbage	4,283.64
Villages	16,530.30
	<u>397,675.85</u>

October Claims Transfer Request - ASB Money Market to Checking

Actual Claims	489,764.30	Estimated/ACH Claims	408,564.99
Est Claims	408,564.99	AFLAC	489.72
Bond payment paid Oct 1st - wire	415,394.08	Ameritas	8,244.41
NPPD - ACH - Oct	242,601.79	ASB	200
		ASSURITY	493.58
Payroll	100,000.00	BCBS	19,359.21
Payments	<u>1,656,325.16</u>	NSF Checks	384.97
		Chase Paymentech	1,600.72
Bank Balance Checking 09/2021	874,966.38	Constellation Energy	372.45
O/S Checks & ACH	27,722.40	DIRECT DEPOSIT TOTAL	45,855.17
O/S Deposits	<u>3,613.38</u>	Guardian Life	1,464.46
	<u>850,857.36</u>	IBEW 1536	752.04
		IRS	17,789.88
Payments - Balance	(805,467.80)	Mid-American Benefits Inc	722.36
		NDOR W/H	6,044.63
Operational Transfer Request	966,562.00	NE Department of Revenue	34,152.72
		NPPD	253,684.38
Estimated Ending Balance	161,094.20	Quadient	100
		Southwest Power Pool	10,736.61
		The Principal Group	1,426.53
		United Parcel Service	86.13
		Verizon Wireless	303.13
		WEX Fleet Universal	3,156.17
		Windstream	721.28

**Cost of Unbilled
Services Provided to the City of Auburn
2021**

Month	Labor	Equipment	Materials	Street Lights Utility Bill	Inspections	Free Water Service	Free Sewer Service	Total
January	3,172.50	420.00	81.56	2,298.30	22.50			5,994.86
February	90.00	60.00	246.17	2,215.39				2,611.56
March	315.00	240.00	50.20	2,154.71				2,759.91
April	3,825.00	420.00	241.27	1,968.83	45.00			6,500.10
May	540.00	60.00	5.64	1,630.70				2,236.34
June	3,375.00	360.00	1,973.65	1,531.31	45.00			7,284.96
July	720.00	240.00	29.88	1,632.03	45.00			2,666.91
August	2,745.00	300.00	1,232.97	1,701.99	45.00			6,024.96
September	472.50	1,740.00	1,003.26	2,035.75	22.50			5,274.01
October								0.00
November								0.00
December								0.00
Grand Totals	\$15,255.00	\$3,840.00	\$4,864.60	\$17,169.01	\$225.00	\$0.00	\$0.00	\$41,353.61

City of Auburn
Board of Public Works

Task and Activity Report - Task Hours for Board Meetings
Report Dates: 8/1/2021 - 8/31/2021

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Activity Code	Activity Description	Task Number	Task Title	Date	Hours
Total Activity: 100 Regular:					2,993.50
Total Activity: 200 Overtime:					79.25
Total Activity: 300 Vacation:					333.50
Total Activity: 401 Sick:					92.50
Total Activity: 809 Free Services:					61.00
Total Activity: 810 Peru - Regular:					90.50
Total Activity: 811 Peru - Overtime:					16.00
Total Activity: 812 Nemaha - Regular:					29.75
Total Activity: 814 Brownville - Regular:					6.25
Total Activity: 827 Peru - CTE:					8.00
Total Activity: 828 Auburn - Regular:					5.00
Total Activity: 901 Comp Time Used:					39.50
Total Activity: 902 Comp Time Earned:					26.50
Grand Totals:					3,781.25

Village of Brownville													
2021 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				2250.00
Billing Charge for Bills Sent	50.00	50.00	50.00	57.00	57.00	56.50	56.50	56.50	57.50				491.00
Verizon SCADA						51.87	52.70	52.52	54.46				211.55
Shipping Samples			9.42	9.46		9.44			9.57				37.89
Mileage	70.56	73.92	143.36	70.56	62.72	78.40	110.88	70.56	92.96				773.92
Materials			546.59				274.90	17.87	33.44				872.80
Water Meters		203.28											203.28
Meals			31.69										31.69
Labor - Electric REG									400.00				400.00
Labor- Water REG	100.00	75.00	950.00	50.00	75.00	50.00	225.00	112.50	225.00				1,862.50
Labor- WW REG	275.00	225.00	1,450.00	275.00	250.00	400.00	575.00	175.00	162.50				3,787.50
Labor- Admin REG													0.00
Labor - Water OT	131.25						600.00						731.25
Labor - WW OT			150.00		75.00								225.00
Labor - HOLDBL													0.00
Equipment			600.00			60.00	180.00						840.00
Monthly Totals	876.81	877.20	4,181.06	712.02	769.72	956.21	2,324.98	734.95	1,285.43	0.00	0.00	0.00	12,718.38
Village of Johnson													
2021 Costs Incurred and Billed													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Shipping Samples													0.00
Mileage	11.20	44.80	22.40	22.40	33.60	22.40	22.40						179.20
Materials			168.88		1,120.12	12.97	50.04						1,352.01
Water Meters													0.00
Meals					27.63								27.63
Labor - Electric REG		1,200.00											1,200.00
Labor- Water REG	150.00	50.00	75.00										275.00
Labor- WW REG		225.00		175.00	1,800.00	100.00	250.00						2,550.00
Labor- Admin REG													0.00
Labor - Water OT					562.50								562.50
Labor - WW OT			206.25			150.00	262.50						618.75
Labor - HOLDBL													0.00
Equipment					700.00	200.00	320.00						1,220.00
Monthly Totals	161.20	1,519.80	472.53	197.40	4,243.85	485.37	904.94	0.00	0.00	0.00	0.00	0.00	7,985.09
Village of Nemaha													
2021 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				1800.00
Billing Charge for Bills Sent	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00				450.00
Verizon SCADA	20.02	20.02	20.02	20.02	20.02	34.86	20.02	20.04	-13.54				161.48
Shipping Samples			4.71	9.46	18.88				9.57				42.62
Mileage	58.80	102.48	196.56	81.76	81.76	84.00	114.24	35.10	73.36				828.06
Materials	156.34	123.96	143.27		3.90	371.31	195.10	159.23					1,153.11
Water Meters				858.42		963.54		203.28					2,025.24
Meals			23.57				23.42	46.42					93.41
Labor- Water REG	50.00	500.00	1,300.00	500.00	425.00	50.00	1,475.00	1,262.50	125.00				5,687.50
Labor- WW REG	350.00	525.00	825.00	850.00	675.00	475.00	375.00	275.00	87.50				4,437.50
Labor- Admin REG	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00				900.00
Labor - Water OT		206.25					450.00						656.25
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment			800.00	80	160.00		410.00						1,450.00
Monthly Totals	985.16	1,827.71	3,663.13	2,749.66	1,734.56	2,328.71	3,412.78	2,351.57	631.89	0.00	0.00	0.00	19,685.17
City of Peru													
2021 Costs Incurred and Billed													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Verizon SCADA						103.74	105.41	105.05	108.7				422.9
Shipping Samples	0.00	0.00	26.65	9.46	9.44		9.49		9.57				64.61
Mileage	436.80	364.00	422.24	407.68	407.68	553.28	407.68	524.16	407.68				3,931.20
Materials	617.03	15.89	176.68			1,652.36	408.97	40.40	228.95				3,140.28
Water Meters	0.00												0.00
Bulk Water								3,319.82					3,319.82
Meals	0.00												0.00
Labor- Water REG	3,625.00	3,800.00	4,050.00	3,150.00	3,225.00	7,950.00	4,325.00	4,700.00	1,675.00				36,500.00
Labor- WW REG	250.00		25.00	25.00			125.00		200.00				625.00
Labor- Admin REG	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00				3,150.00
Labor - Water OT	1,650.00	1,425.00	1,537.50	800.00	1,350.00	3,875.25	1,713.00	1,500.00	600.00				14,450.75
Labor - WW OT	0.00												0.00
Labor - HOLDBL	200.00												200.00
Equipment	250.00					700.00							950.00
Monthly Totals	7,378.83	5,954.89	6,588.07	4,742.14	5,342.12	15,184.63	7,444.55	10,539.43	3,579.90	0.00	0.00	0.00	66,754.56



October 1, 2021

Dear Valued Client,

The events of 2020 brought unexpected changes to how we live work and play. Many of us have had to adapt or create a new normal, especially in how we run our businesses. We all experienced many hurdles, including reduction of staff, remote working, and implementation of various COVID procedures. Some of us experienced a reduction in day-to-day operations.

During 2021 everyone's focus has been on reopening offices and trying to get back to "normal". One of the bigger impacts the pandemic has had, and continues to have, is the shortage of people in the job market. As a result, many have turned to their accountants for assistance. Despite the ever-growing need for the various services provided by accounting firms, our industry has been impacted by the workforce shortage as well. Many firms have stopped accepting new clients at this time because of the difficulty in finding qualified individuals.

Throughout the pandemic we, as a firm, worked to adapt and meet the needs not only of our employees but also our clients. In many ways, we were already prepared to be able to continue to provide services remotely and were able to keep our offices open so we could continue to provide the quality service our clients expect.

Because of the current environment, many of you who receive audit or other assurance services from us, may see a delay in the timing of the performance of these services. Currently, we are about 2-3 months behind our typical schedule in performance of fieldwork and issuance of reports. We realize that many of you are used to having your engagements performed and completed at certain times every year, which is why we wanted to give you some advanced notice of this delay. If you have an outside deadline (such as a submission to the government or other reporting agency) that would be late because of the delayed schedule, please contact us directly to discuss options.

We value our relationship with you, and are committed to providing the best service possible to all of our clients. We hope that you will be patient in this temporary delay in the timing of your audit or other assurance services.

Hamilton Associates, P.C.

BigIron PO Box 266 213 Beaver St St Edward, NE 68660-0266 18009373558 Fax: 402-678-2511	Settlement S2050293 Wed, Sep 15, 2021
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Auburn Board of Public Works 1600 O Street Auburn, NE 68305-2138	Day: 402-274-4981 dhunter@auburnbpw.com Bidder Number: 47117
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Each item on your settlement statement has a unique **PAYMENT CODE** for your protection. Before you release an item to a buyer, ensure that the buyer presents an invoice with the identical **PAYMENT CODE**. If a buyer is attempting to pick up an item without an invoice, or the invoice does not contain the **PAYMENT CODE**, please call BigIron Customer Service at 1-800-937-3558.

Sep 15, 2021

Auburn Board of Public Works

Lot	Description	Amount
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GP1480



Utility Poles

Utility Poles, Qty (Approx 43), 25'-64' lengths, butts are 14"-18", NOTE: Some have rotten tops; This unreserved online auction features bidding extensions. Lots GP1480 & GP1481 will be automatically extended together if either lot receives a bid in the last five minutes. If in bidding extension, both lots will close simultaneously when neither of the lots receives a bid for duration of extension period. This will allow bidders to monitor both lots without the fear of missing out on another.

PAYMENT CODE: V6BXPXL7

*** ITEM NOT PAID ***

Proceeds

Commission: 15%.

\$2,200.00

(\$330.00)

Net Proceeds:

\$1,870.00

Bidder: Patrick Christiansen - Christiansen, Nebraska City, NE, Day: 402-873-7022,
kellychristiansen@icloud.com
 Bidder Number: 201828

GP1481



Utility Poles

Utility Poles, Qty (Approx 58), 20'-40' long, butts are 8"-12", NOTE: Some have rotten tops; This unreserved online auction features bidding extensions. Lots GP1480 & GP1481 will be automatically extended together if either lot receives a bid in the last five minutes. If in bidding extension, both lots will close simultaneously when neither of the lots receives a bid for duration of extension period. This will allow bidders to monitor both lots without the fear of missing out on another.

PAYMENT CODE: LFRMZX8D

*** ITEM NOT PAID ***

Proceeds

Commission: 20%.

\$1,100.00

(\$220.00)

Net Proceeds:

\$880.00

Bidder: Patrick Christiansen - Christiansen, Nebraska City, NE, Day: 402-873-7022,
kellychristiansen@icloud.com
 Bidder Number: 201828

Proceeds:	\$3,300.00
Commissions:	(\$550.00)
Total:	\$2,750.00
Balance Due:	\$2,750.00

Thank you for using BigIron Online Auctions. If you have any questions, please contact our office at 1-800-937-3558. Click here to [contact us](#). Or, email us at customer.service@bigiron.com.

Generated Wed, Sep 15, 2021 2:45 PM CDT, revision 3.54.

Supply Chain Shortages:

- Nearly One-Third of Infrastructure Jobs are Tough to Fill, Research Finds: The findings come as the U.S. House is scheduled to vote Monday on Senate-approved infrastructure legislation with about \$550 billion in new spending ([Route-Fifty](#)).
- Costco Limits Purchases of Toilet Paper, Paper Towels, and Bottled Water amid Inflation, Supply-Chain Issues ([Breitbart](#)).
- Public Works Agencies Hit by Rising Prices and Supply Delays ([Route-Fifty](#)).
- Record Freight Volumes are Overloading the Transportation System, Leaving Key Supplies Stuck on Trucks, Trains, and Cargo Ships: At the busy Port of Los Angeles, container ships are now waiting more than a week to unload ([NPR](#)).
- Upwards of 60 Cargo Ships Waited to Port in California this Week, Posing Serious Ramifications for Supply-Chains ([Breitbart](#)).
- From Wisconsin: Vendors cannot supply and do not have access to poly-pipe in the size range from 1"-2" for at least 4-6 months. If it is not on a utility shelf, it is not available. Availability of repair parts that include brass fittings are 4 months out without a guarantee of a shipping date. Water meters are now going on backorder due to electronic chip shortages.
- From Texas: Pipe manufacturers are no longer taking orders. The demand has exceeded resin availability, particularly after Hurricane Ida. Ductile iron fittings are not much better in terms of availability.
- Dozens of Ships are Forced to Anchor off the Coast of New York as they wait to dock in the Country's Second Largest Port - Adding to the U.S. Supply Chain Crunch Which has Forced FedEx to Reroute 600k Packages a Day ([Daily Mail](#)).

BIDEN PUSH TO REPLACE AMERICA'S LEAD PIPES FACES CHALLENGES Washington is hoping to help people with President Biden and lawmakers in Congress proposing to spend tens of billions of dollars with the goal of removing every lead pipe in the country's drinkingwater system. The funding, spread out across two proposed legislative packages, would provide states with a mix of grants and loans to replace the pipes. Follow-through would largely be left to local officials. Even with the influx of cash, it could take decades to take out all the millions of pipes, according to state and local officials, as municipalities grapple with logistical hurdles, ranging from finding trained workers to persuading the public that lead is a health concern. Estimates of the number of lead pipes in the U.S., as well as the cost of replacing them, vary widely, making it difficult to gauge how much money is needed to complete the job. MORE: Wall Street Journal

CALIFORNIA STRUGGLES TO CONSERVE WATER AMID HISTORIC DROUGHT Californians failed to significantly cut back their water consumption in July, state officials announced Tuesday, foreshadowing some difficult decisions for Gov. Gavin Newsom's administration as an historic drought lingers into the fall. Newsom had asked people in July to voluntarily cut back their water consumption by 15% to help address a severe drought that has left some of the state's reservoirs at dangerously low levels. But in the three weeks after Newsom's announcement, residents reduced their water consumption just 1.8%, according to new data released. MORE: Kansas City Star

UTAH RESIDENTS USE THE MOST WATER OF ANY WESTERN STATE. THEY ALSO PAY SOME OF THE LOWEST WATER RATES. The vast network of reservoirs, pipelines, canals, treatment facilities and municipal water lines is just as expensive to build and maintain in Utah as it is in neighboring states. Utahns pay low water rates — "artificially low," because most Utah water districts are heavily subsidized by property taxes. When you pay taxes on a home, business valuation or even an automobile in Utah,

chances are some of that money is going to fund water infrastructure owned by municipal providers or wholesalers that sell water to cities. MORE: Salt Lake

COURT DECISION REOPENS WATER RULE DEBATE A federal judge in Arizona recently reopened an old debate over how far the federal government can go to regulate the country's streams, marshes and wetlands. U.S. District Judge vacated a 2020 Trump administration regulation that limited federal environmental protections for the country's streams and wetlands. It was a big win for environmentalists who believe the decision will effectively protect up to 50% of wetlands in Kansas that were threatened by the Trump administration rule. But the court decision also was a setback for farmers, ranchers, developers, and oil and gas interests who are now faced with regulatory uncertainty. MORE: Sunflower State Journal

Why Some Small Towns Are Rejecting Federal COVID Relief Funds: Congress in March authorized \$19.5 billion in aid for cities and towns with fewer than 50,000 residents, including very small jurisdictions. But in some small or rural towns, local leaders are refusing the cash. Eligible localities can use the latest round of federal COVID-19 relief for a broad range of things including the following: replace lost tax revenue; pay for pandemic response efforts; help households and businesses recover economically; give essential workers a raise; and invest in water, sewer, and broadband infrastructure. However, some small towns that refused the latest federal grants say they lack the infrastructure, struggling businesses, essential workers, or public health efforts on which to spend the money ([Pew Trusts](#)).

Global Supply Chain Problems Escalate, Threatening Economic Recovery: "Factories and retailers in Western economies that have largely emerged from lockdowns are eager for finished products, raw materials and components from longtime suppliers in Asia and elsewhere. But many countries in Asia are still in the throes of lockdowns and other coronavirus-related restrictions, constricting their ability to meet demand ([WSJ news](#))."

Backup plan: Diesel-fueled generators grow 22 percent in California since 2020

The state of California, which is trying to eliminate carbon emissions in its power sector but had to allow new gas-fired generation to make up for weather impacts on the grid this summer, is also seeing a proliferation of backup diesel-fueled generators, according to a new report. Research by consulting group M.Cubed indicates that the generator population in the Golden...

KANSAS MUNICIPAL UTILITIES (KMU)

KMU and Member Communities Featured in Newspaper Article on Drop in Public Workforce Numbers

Kansas Municipal Utilities was contacted by a reporter for the Topeka Capital-Journal regarding the drop in public workforce numbers for Kansas and the impact it is having on the delivery of services including utilities.

According to the article that was printed on Sunday, some local Kansas governments are operating with 10% of their positions unfilled, making it hard to deliver the services that citizens expect. Across the state, Bureau of Labor Statistics data shows that Kansas has seen a 4.7% drop in the number of public sector workers, which translates into about 12,000 vacant jobs, but some towns are being hit harder. The decline is 1.5 times as much as Oklahoma's, twice as much as what was seen in Nebraska and three times the drop seen in Iowa.

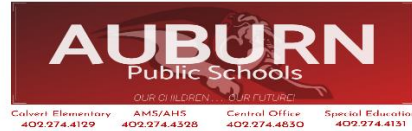
The pandemic has made the situation worse because the competitive labor market has made it hard to replace older employees who decided to retire.

For Colin Hansen, executive director of the Kansas Municipal Utilities, the pandemic has merely aggravated a longstanding issue. Nationally, one-third of the water sector workforce is eligible to retire in the next 10 years, according



to U.S. Environmental Protection Agency data. Similar struggles exist for electric utilities.

Winfield City Manager Taggart Wall it's no longer a question of whether local governments can do more with less. "With the ongoing pressures, if there is no funding change, it really will be doing less with less," he said. "There will have to be tough decisions made about what services are actually provided."



Auburn Public Schools and Auburn Development Council are excited to announce the *1st Annual Reality Check* on Wednesday November 10, 2021 in the Auburn High School gymnasium!

What is Reality Check?? It is a simulation designed to be a fun and engaging opportunity for students, in order to help them understand what it means to have a job and live within a budget. The gym will be set up with booths operated by local businesses that students will encounter as an adult. These booths include: bank, charitable contributions, child care, clothing, communications, doctor, entertainment, furniture, groceries, housing, insurance (health, dental, life, car, and renters), cosmetology, car dealership, car registration, and utilities. Additionally, students will be required to draw from a Chance Jar. The Chance Jar will have scenarios students will be required to include in their budget sheet (this could mean a \$50 birthday check from grandma or a flat tire repair).

Student Requirements: Students will be assigned a career path as well as how much money they will earn, including withholdings (FICA, social security, Medicare) the day of the simulation. They will need to make stops at all of the booths and determine how much money they have left at the end of this activity. It is the goal that students will feel empowered to make smart financial decisions.

Business Volunteers: To provide real insight, every booth will be hosted by local volunteers from their correlating industries (auto salesman, bank officials, child care). We are also asking for swag and giveaways for students, if possible. The students who complete all of the stations with money left in their bank account will get a 100 Grand candy bar. Those students who spend all of their money will receive a Zero Bar. We would also like to give an extra special prize to the student in each group that has the most money left their account.

Reality Check will be offered to sophomores and seniors. There are a total of 128 students combined. Students will have approximately 90 minutes to complete the simulation in small groups of 30-35. If you are a local business and would like to be involved in this opportunity, please contact a committee member listed below.

Schedule	
Set-up and continental breakfast for volunteers begins at 7:30 am.	
Session 1	8:15-9:45
Session 2	10:00-11:30
Lunch (provided for volunteers)	11:30-12:15
Session 3	12:15-1:45
Session 4	2:00-3:30

Additional Contact Information:

Kim Beger

Auburn Development Council
 (402) 274-7299
 director@growauburnne.org

Suzanne Whisler

Curriculum Director
 Auburn Public Schools
 (402) 274- 4830
 suzanne.whisler@apsbulldogs.org

Shane Keeling

Director of Special Education
 Auburn Public Schools
 (402) 274- 4830
 shane.keeling@apsbulldogs.org

Maranda Gerdes

Business Teacher
 Auburn High School
 (402) 274-4328
 marand.gerdes@apsbulldogs.org

BOARD OF PUBLIC WORKS

CITY OF AUBURN
ELECTRIC, WATER & WASTEWATER SERVICES

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Chuck Knipe
Rich Wilson
Mike Zaruba
David Grant
Phil Shaw

GENERAL MANAGER

David A. Hunter Jr.

Phone: (402) 274-4981 Office
(402) 274-4991 Fax



Business
Address

Dear business owner,

We appreciate you and your hard work in bringing new neighbors to the community and continually strive to make your interactions with us a positive and productive one.

To help alleviate miscommunication and ease the stress of new ownership, BPW would like to address an issue that we have been having with a few of our new property owners.

When a customer knows that they will be closing on a property, it is our general practice to final out that customer upon request. This request most generally is made when the customer knows the closing date and wants to remove service out of their name. It is also a general practice to put service into the new owner's name immediately upon removing the former owner. Several instances have occurred where a closing will occur, but the new owner does not notify the utility company of their new possession. BPW staff will start making calls to try tracking down the new owner and in some isolated cases, if no contact is made, meters will be removed.

A misconception of new owners to the area is that if there are no meters at the service location, there is no cost. That is incorrect. Minimums for water and sewer service are incurred to customers if the service is available to them at the service location. We have also had customers that assume the bill will automatically roll to the new owner.

In order to alleviate the frustration to the new members in our community, we are asking that new property owners be informed upon closing that they need to contact the Board of Public Works to initiate the process of making the transfer. We are happy to walk them through the application process, so that a smooth transition can be made.

Thank you again for assisting us in welcoming new property owners to our community.

Please don't hesitate to contact us with any questions and/or concerns.

Sincerely,

Tamara Westhart
Accounting and Finance Manager