# BOARD OF PUBLIC WORKS

Auburn, Nebraska



Board Packet
March 20 at 11:30 a.m.
BPW Board Room
1600 O Street

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

#### AGENDA FOR THE REGULAR MEETING OF THE BOARD OF PUBLIC WORKS TO BE HELD MARCH 20, 2024, AT 11:30 AM AT THE BPW BOARD ROOM, 1600 O STREET, AUBURN NE

- 1) Roll Call.
- 2) Announce The Open Meetings Act is posted on the northeast wall of the Board Room.
- **3)** Recognition of Guests Anyone wishing to be heard by the Board regarding items may speak at this time. We request that you limit your speaking time to ten minutes per meeting.
- **4)** Discussion / action CASEY CONNELLY Requested to speak to Board on property at 604 13<sup>th</sup> Street.
- 5) Discussion / action LTC MAINTENANCE SUBSTATIONS Request approval for maintenance services on two substations.
- **6) Discussion / action STEP POLICY** Request to make changes in policy wording in personnel manual correcting advancement procedures.
- 7) Discussion / action WWTP BOND INTEREST PAYMENT Approval is requested to transfer and pay Bond interest in the amount of \$2090.00 due April 1, 2024.
- 8) Discussion / action CD RENEWAL Request approval of high bid for CD maturing March 16, 2024. The most recent value was \$207,386.33. Bids received as follows: Auburn State Bank 4.86%, 12 Months. Union Bank & Trust 4.74%, 12 Months.
- 9) Discussion / action GENERATOR 4 AIR FUEL RATIO CONTROLS Approval is requested to enter into agreement with Olsson Engineering to install components automating air fuel controls not to exceed \$10,000.00.
- **10) Discussion JK ENERGY CONSULTING COS RATE STUDY** Kick off meeting held, and action items were discussed.
- 11) Discussion OMEGA MORGAN PROJECT Updates on equipment being hauled to a project in Hastings. Our line crews are providing support for overhead electrical lines being raised for large items.
- **12) Discussion / action PRESSURE WASHER BID** Approval is requested for a Hotsy pressure washer bid in the amount of \$5995.00.
- **13) Discussion / action 2024 MOWING CONTRACT WATER DEPARTMENT** Review of mowing bids for the water properties and approval to award a contract is requested.
- **14) Discussion SKID LOADER** Review of bids received for a skid loader. Options for lease or purchase are provided. Discussion and approval is requested to select a purchase or lease option.
- 15) Discussion / action PERU WATER LINE Updates on Peru water line project.
- **16) Discussion / action POLICY REVIEW EMPLOYEE SERVICE AWARDS** Review of service award policy and possible action.

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

Investments: All things cash: reconciliations, pledging, CDs, allocations

#### 18) 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.

#### 19) REPORTS:

- a. Electric
- b. Power Plant
- c. Water/Wastewater
- d. Office
- 20) Adjourn to the next regular meeting of the Board to be held April 17, 2024, at 11:30 a.m. at the BPW Board Room.

## **BPW BOARD UPDATE**

MARCH 18, 2024

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

**LTC MAINTENANCE SUBSTATIONS** – Request approval for Midwest Electric Transformer Services to perform maintenance on two substations. Options range from \$17,830.00 to \$26, 295.00 for providing scope of work in quote. Additional charges may be incurred for any repairs and will be quoted separately.

**STEP POLICY –** Update Step policy in personnel manual to correct advancement steps in payroll.

**WWTP BOND INTEREST PAYMENT** – We have an interest payment for the WWTP Bonds in the amount of \$2,090.00 due April 1, 2024. We request Board approval to transfer funds and make this payment.

**CD RENEWAL –** CD #25693 will mature and needs to be renewed by March 26, 2024. Currently it is at 3.8%. The January value was \$207,386.33. We need Board approval to renew this CD at the best available interest rate locally.

**GENERATOR 4 AIR FUEL RATIO CONTROLS –** The air fuel ratio controls have been inoperable and were not included in the last electronic update. Request approval to sign Master Agreement Work Order #1 with Olsson Engineering to install necessary components to automate the air fuel controls at a price not to exceed \$10,000.00.

**JK ENERGY CONSULTING COS RATE STUDY –** The kickoff meeting for the cost-of-service (COS) rate study for the electric, water and wastewater utilities was held on March 14<sup>th</sup>. We discussed timelines for action items as well as debt service and capital projects and expenditures.

**OMEGA MORGAN PROJECT –** There will be several semi loads of equipment/materials ranging in heights from 18 to 25 feet traveling from Brownville to Hastings traveling through Auburn on Highway 136. The BPW has several electrical crossings that we will need to raise temporarily to accommodate the loads. BPW will be reimbursed for all costs associated with the project which is currently scheduled for late May and June.

**PRESSURE WASHER BIDS** – Approval is requested for selected bid.

**2024 MOWING CONTRACT – WATER DEPARTMENT BIDS**– Approval is requested for selected bid.

**SKID LOADER BIDS–** Approval is requested for selected bid.

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

**POLICY REVIEW EMPLOYEE SERVICE AWARDS** – The Board has requested to review policy regarding employee service awards.

**ELECTRIC** – Crews have been finishing tree trimming. They have been trimming in Brownville for the past several weeks and are wrapping up for the season. We also have been doing meter and transformer inspections and updating some GIS mapping. We are getting geared up for the heavy equipment move that will be happening in May and June, this is for a company that will need power line clearance to move several large loads from the Missouri river at Brownville down highway 136 to Hastings. We will be starting on pole changes again soon, as well as having some underground conduit bored in areas with overhead clearance or access issues.

1 | Page

3

## **BPW BOARD UPDATE**

MARCH 18, 2024

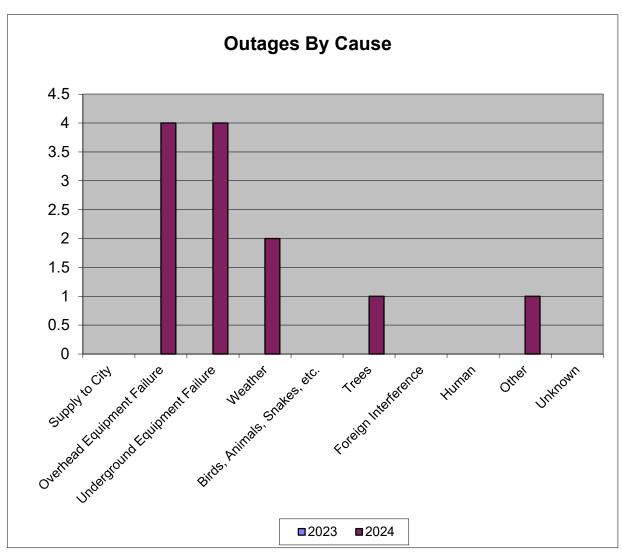
**POWER PLANT** - The guys have been working on fixing some oil and fuel leaks on the engines that always seem to show up. We are also getting ready to do some fuel injector testing and calibration on the units. We are working with HK Scholz on harmonic current issues on our gen 6, as well as a new voltage regulator for that same unit.

WATER/WASTEWATER – Talked to Subsurface Solutions tech they are planning to start the well cleaning in April. We changed out the antenna on well 4 intermitting alarms due to communication issues. A new gate has been installed at the Wastewater Treatment Plant. We continue to update and record mapping for the lead service line inventory. The deadline to file the full report to the State Drinking Water Division DHHS and NDEE is October 16, 2024. The Peru Water booster station is now feeding chlorine into the system at a 1.05 parts/million in Peru. The current level is .94, which is within the accepted limits. The IP address is still dropping out when the internet is lost. They are working on a resolution. We are still working on a few changes in the programing of the SCADA. Thanks to the BOPW for sending two operators to NRWA in Kearney. BPW received third place in the Best Tasting Water contest. We continue to work on sewer maintenance with jetting and reviewing camera footage through the lines. We found a sewer line under a storm sewer at 23rd and Whitlow Avenue that needs repaired.

**OFFICE** – Audit fieldwork has been completed. We will continue to provide support remotely.

## **Outage Reasons**

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



| Total Customers this Month        | 2,735 Days of Month |    |
|-----------------------------------|---------------------|----|
| Total Customer Minutes this Month | 110,275,200         | 28 |

| Outage Totals                            |                          |            |                         |
|------------------------------------------|--------------------------|------------|-------------------------|
|                                          |                          | This Month | This Month<br>Last Year |
| Unsched                                  | duled Outages            |            |                         |
| Long                                     | # Outages                | 3          | 0                       |
|                                          | # Customers Out          | 5          | -                       |
|                                          | # Minutes Out            | 185        | -                       |
|                                          | # Customer Minutes Out   | 305        | -                       |
|                                          | # Within City System     | 3          | 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                       |
| Schedul                                  | ed Outages               |            |                         |
| Long                                     | # Outages                | 2          | 0                       |
|                                          | # Customers Out          | 2          | 0                       |
|                                          | # Minutes Out            | 115        | 0                       |
|                                          | # Customer Minutes Out   | 115        | 0                       |
|                                          | # Within City System     | 2          | 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 Lor                                | ng Outages               | 5          | 0                       |
| Total Short Outages (Blinks)             |                          | 0          | 0                       |
| Total Customers Out (Long)               |                          | 7          | -                       |
| Total Customers Affected (Short- Blinks) |                          | 0          | -                       |
|                                          | stomer Minutes Out       | 420        | -                       |
| Total Ou                                 | tages Within City System | 5          | 0                       |
| Total Outages in Supply to City          |                          | 0          | 0                       |

|       | Number of Outa                | ges (by Ca        | use)       |         |     |
|-------|-------------------------------|-------------------|------------|---------|-----|
|       |                               |                   |            |         |     |
| Cause | Description                   | <b>Total This</b> | This Month | Rolling | %   |
| #     |                               | Month             | Last Year  | AT      | AT  |
|       |                               |                   |            |         |     |
| 0     | Supply to City                | 0                 | 0          | 0       | 0%  |
| 1     | Overhead Equipment Failure    | 2                 | 0          | 3       | 27% |
| 2     | Underground Equipment Failure | 2                 | 0          | 4       | 36% |
| 3     | Weather                       | 0                 | 0          | 2       | 18% |
| 4     | Birds, Animals, Snakes, etc.  | 0                 | 0          | 0       | 0%  |
| 5     | Trees                         | 1                 | 0          | 1       | 9%  |
| 6     | Foreign Interference          | 0                 | 0          | 0       | 0%  |
| 7     | Human                         | 0                 | 0          | 0       | 0%  |
| 8     | Other                         | 0                 | 0          | 1       | 9%  |
| 9     | Unknown                       | 0                 | 0          | 0       | 0%  |
|       | Total                         | 5                 | 0          | 11      |     |

| 12 Month Outage Statistics    |                        |                                  |  |
|-------------------------------|------------------------|----------------------------------|--|
| Index                         | As of<br>This<br>Month | As of<br>This Month<br>Last Year |  |
| ASAI (%)                      | 99.9984                | 0.0000                           |  |
| CAIDI (Long) (min)            | 124.93                 | 0.00                             |  |
| SAIDI (Long) (min)            | 7.94                   | 0.00                             |  |
| SAIFI (Long) (ints/tot cust)  | 0.06                   | 0.00                             |  |
| SAIFI (Short) (ints/tot cust) | 0.00                   | 0.00                             |  |

ASAI - Average Service Availability Index

(customer minutes available/total customer minutes, as a %)

CAIDI - Customer Average Interruption Duration Index

(average minutes interrupted per interrupted customer)

SAIDI - System Average Interruption Duration Index

(average minutes interrupted per customer for all customers)

SAIFI (Long) - System Average Interruption Frequency Index

(# of long interruptions per customer for all customers)

SAIFI (Short) - System Average Interruption Frequency Index

(# of short interruptions per customer for all customers)

S/U - Scheduled or Unscheduled

Ints - # of Interruptions

Long - >1 min; Short - <1 min

Cause # - see table on page 3



February 15, 2024 Quote Number: KM-FS240215

Auburn Board of Public Works Dave Hunter / Kevin Kuhlmann Auburn, Nebraska

Type of Service: LTC Maintenance on (2) Substations
Equipment to be Serviced: 10000 KVA Three Phase Substation
Manufacturer: General Electric / General Electric

 Serial Number:
 H882870 / H881423

 Gallons of Oil:
 150 LTC / 150 LTC

#### SCOPE OF WORK

Midwest Electric Transformer field service team proposes to send field technicians to complete the following scope of work:

- Travel to site and set up.
- Perform a site safety briefing identifying any possible hazards.

#### LTC Inspection

- Drain oil (150 gallons) from LTC cabinet into Midwest supplied oil containment for disposal by Midwest.
- Open cabinet door(s) and remove access cover(s) if present.
- Inspect LTC:
  - a. Check moving and stationary contacts for alignment, wear, burning and pitting
  - b. Check reversing switch for proper operation and any evidence of wear or overheating
  - c. Check all connections for proper torque and integrity
  - d. Replace O-ring and gaskets on LTC board with Midwest provide O-rings and Gaskets
  - e. Examine the penetration block for any evidence of cracks or leaking at gaskets or studs
  - f. Remediate contacts, if possible and, as necessary and align.
  - g. Inspect Motor, Drive and Protective Relay.
  - h. Close and seal cabinet door(s) and access cover(s) using Midwest supplied, new Gaskets.
  - i. Fill LTC cabinet with Midwest supplied oil, through a 5-micron filter press.
  - i. Test as outlined below
  - k. Pull DGA as outlined below.

#### All parts and repair services beyond above mentioned to be quoted separately.

#### **Perform Electrical Testing:**

- I. Operate LTC from 16L through 16R and return to Neutral
- m. Winding Resistance with DETC on set tap and OLTC on:
  - i. Taps 2L, 1L, Neutral, and 1R through 16R
- n. TTR with DETC on set tap and OLTC on:
  - i. Taps 2L, 1L, Neutral, and 1R through 16R

#### DGA/Oil Analysis - D3612

- a. Hydrogen
- b. Methane
- c. Ethane
- d. Ethylene
- e. Acetylene
- f. Carbon Monoxide
- g. Carbon Dioxide
- h. Nitrogen
- i. Oxygen

#### Karl Fischer Moisture Analysis - D1533b

#### Oil Screen

- j. Interfacial Tension D971
- k. Acid Number D974
- I. Color Number D1500/1524
- m. Visual D1524
- n. Dielectric Breakdown Voltage D877
- o. Liquid Screen
- · Clean up work area and depart.
- Provide documented test results as required.

• Total Service Price includes only the services outlined in the Detailed Scope of Work above.

#### Midwest's Responsibilities:

- Midwest will provide the trained personnel, equipment and materials required to perform the service outlined above in Scope of Work.
- Midwest will provide the required power to run any of our equipment unless a different arrangement has been made.
- Midwest will perform the service quoted above under a mutually agreed upon schedule.

#### **Customer Responsibilities:**

- Provide a safe, clear access to the equipment to be serviced.
- Provide a qualified site contact/liaison for Midwest to contact as needed.
- Customer is responsible for de-energizing and grounding all equipment.
- If required, customer will disconnect and reconnect all high and low voltage terminations.
- Provide complete oil quality tests (less than one year old), including PCB analysis on any fluid filled equipment to be serviced. All isolated oil filled compartments must have an analysis. If the unit has any detectable PCB content, greater than 2 ppm up to 49 ppm of PCB's, a \$1500.00 rig decontamination charge will apply if an oil processing rig is utilized.

#### **General Conditions:**

- The prices quoted herein excluding the price for oil, are valid for 60 days from the date of this proposal.
- Any new oil needed for top off will be additionally billed to the customer.
- Any delays caused by other than Midwest personnel or additions to the scope of work quoted above will be billed additionally at our currently published Time and Material Rates. Midwest's oil processing crews consist of two personnel who when processing for a period of greater than 14 hours in a day will split up into shifts so that only one man per shift will be on the rig at any time. If the customer or job site owner require two men on the rig at all times, the additional man will be billed at our currently published Time and Material Rates.
- If the work scope of this job extends over a weekend, Midwest's personnel will work on Saturday and Sunday unless the

#### Agenda Item #5

Customer or jobsite owner refuses to let Midwest's personnel work. If Midwest is not informed of this restriction in writing, prior to quoting the job or accepting the order, the customer will be billed at our currently published Time and Material Rates for an eight hour day/day for wait time.

- A customer representative must authorize any additional work. An Additional Work release form must be signed prior to our beginning the work. When the additional work is completed, the customer representative must sign the release form indicating that the work was completed.
- Any activities, including oil processing, in this quote, will be performed with the transformer deenergized unless otherwise stated in the scope of work.
- Any applicable Federal, State or Local taxes will be in addition to the price quoted above. When invoiced, the customer must provide tax exempt documentation or they will be invoiced for the applicable taxes.

If you have any questions or if you need anything additional regarding this quote, please call me at 785-577-5475.

Thank you,

Reed Hammond – Manager Midwest Electric Transformer Services 785-577-5475 reed@midwesttransformer.com **H. Orientation Period and Wages:** All new employees will be subject to a minimum of a six (6) month orientation period. At the end of the orientation period (or earlier in management's discretion), the employee's work will be reviewed, and a determination will be made regarding the continuation of the employee's employment.

For non-unit employees, wage scales will be adopted by BPW management from time to time. Upon recommendation of the supervisor or BPW management, and approval by management and the Board, an employee may be granted a discretionary merit increase (amount determined by the Board) for superior accomplishment. Taxes, social security, and other deductions from pay will be made as required by law.

All dates for scale advancements will be January 1st and/or July 1st of each year; however new employees will still maintain their 6-month orientation period. **Only** after completion of that period will they proceed on scale, except management may negotiate terms in the hiring process. At whatever time they complete the orientation period, they will then begin their second step. The second step may or may not be a 6-month time frame in order to get them to the January/July schedule. Scale advancements are always subject to supervisor approval. Bargaining unit wages are set forth in the CBA.

#### Remove:

All dates for scale advancements will be January 1st and/or July 1st of each year; however new employees will still maintain their 6-month orientation period. **Only** after completion of that period will they proceed on scale, except management may negotiate terms in the hiring process. At whatever time they complete the orientation period, they will then begin their second step. The second step may or may not be a 6-month time frame in order to get them to the January/July schedule. Scale advancements are always subject to supervisor approval. Bargaining unit wages are set forth in the CBA.

#### Recommended:

Employees are eligible for scale advancements annually on hire date or most recent promotion date. Approval is contingent upon supervisor or BPW management approval. Any advancements go into effect on the first date of the payroll period.

## \$1,980,000

## CITY OF AUBURN, NEBRASKA COMBINED UTILITIES REVENUE REFUNDING BONDS SERIES 2021 REFUNDING 2018

#### **Debt Service Schedule**

| Date                                | Principal      | Coupon | Interest    | Total P+I                 |
|-------------------------------------|----------------|--------|-------------|---------------------------|
| 04/01/2021                          | -              | -      | -           | -                         |
| 10/01/2021                          | 410,000.00     | 0.400% | 5,394.08    | 415,394.08                |
| 04/01/2022                          | · -            | -      | 4,133.75    | 4,133.75                  |
| 10/01/2022                          | 425,000.00     | 0.450% | 4,133.75    | 429,133.75                |
| 04/01/2023                          | -              | -      | 3,177.50    | 3,177.50                  |
| 10/01/2023                          | 435,000.00     | 0.500% | 3,177.50    | 438,177.50                |
| 04/01/2024                          | -              | -      | 2,090.00    | 2,090.00                  |
| 10/01/2024                          | 435,000.00     | 0.550% | 2,090.00    | 437,090.00                |
| 04/01/2025                          | -              | -      | 893.75      | 893.75                    |
| 10/01/2025                          | 275,000.00     | 0.650% | 893.75      | 275,893.75                |
| 04/01/2026                          | -              | 0.650% | -           | -                         |
| Total                               | \$1,980,000.00 | -      | \$25,984.08 | \$2,005,984.08            |
| Yield Statistics  Bond Year Dollars |                |        |             | ¢4.779.00                 |
| Average Life                        |                |        |             | \$4,778.00<br>2.413 Years |
| Average Coupon                      |                |        |             | 0.5438275%                |
| Average Coupon                      |                |        |             | 0.543027370               |
| Net Interest Cost (NIC              | 3)             |        |             | 0.9685869%                |
| True Interest Cost (TIC             | C)             |        |             | 0.9757629%                |
| Bond Yield for Arbitrag             | ge Purposes    |        |             | 0.5435867%                |
| All Inclusive Cost (AIC             | 5)             |        |             | 1.0716520%                |
| IRS Form 8038                       |                |        |             |                           |
| Net Interest Cost                   |                |        |             | 0.5438275%                |
| Weighted Average Ma                 | turity         |        |             | 2.413 Years               |

 $\textit{File} \; \mid \; \textit{City of Auburn (ABPW)}. \\ \textit{sf} \; \mid \; \textit{Series 2021 Rfg 2018 (uni} \; \mid \; \textit{SINGLE PURPOSE} \; \mid \; 3/15/2021 \; \mid \; 10:33 \; \textit{AMM}$ 



## **Payment Reminder**

#### City of Auburn, Nebraska Combined Utilities Revenue Refunding Bonds Series 2021

#### AUBURN BOARD OF PUBLIC WORKS FINANCE MANAGER TO WIRE TO DTCC:

On interest payment date, April 1st, 2024 the Auburn Board of Public Works Finance Manger will wire funds in the amount of \$2,090.00 to Chase Bank as follows.

**PAYMENT DATE:** APRIL 1, 2024

On April 1, 2024 funds will be transferred as follows:

Wire Date: April 1, 2024 (Early A.M.)

To: Chase Bank

55 Water Street

New York, NY 10041

**ABA** #: 021000021 **Amount Transferred:** \$2,090.00

**To the account of:** The Depository Trust Co. (DTCC)

(CEDE & CO) Dividend Deposit Account

Account Name: DTCC Interest Account

**A/C #:** 066-026776 **Agent ID:** 50619850

**Reference**: CUSIPS:\ 050513 CJ7, CK4 \

###



#### **MASTER AGREEMENT WORK ORDER #1**

This exhibit dated February 21, 2024 is hereby attached to and made a part of the Master Agreement for Professional Services dated February 21, 2024 between City of Auburn, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

#### **GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

#### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Auburn, NE

Project Description: Generator 4 Air Fuel Ratio Controls

#### **SCOPE OF SERVICES**

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### **Controls Integration Services**

- 1.1 A project initiation meeting will be conducted with all parties involved to refine project scope, review the existing conditions, identify specific goals, establish channels of communication.
- 1.2 Configure PLC logic for air fuel ratio controls according to the original generator controls documentation.
- 1.3 Provide and install new Allen Bradley 1769-OF2 analog output module. Owner to provide and install shielded pair cable from module to actuator if necessary.
- 1.4 Perform onsite startup and tuning of control logic.
- 1.5 Update panel documentation.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

#### SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: February 26, 2024
Anticipated Completion Date: June 30, 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

#### **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$10,000.

#### TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Kevin Kuhlmann.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson,

| OLSSON, INC.  By Manuel Humphrey, Vice President                               | By Allo Jan<br>Nathan Chapman, Group Leader                                 |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| By signing below, you acknowledge that Agreement. If you accept this Work Orde | you have full authority to bind Client to the terms of the er, please sign: |
| CITY OF AUBURN, NE                                                             |                                                                             |
| By<br>Signature                                                                |                                                                             |
| Print Name                                                                     |                                                                             |
| Title                                                                          | Dated:                                                                      |
| Attachments Standard Labor Billing Rate Schedule Reimbursable Expense Schedule |                                                                             |

601 P Street. Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

## 2024 Olsson Billing Rate Schedule Billing Rate Schedule

| Classification                          | Bill | ing Rate |
|-----------------------------------------|------|----------|
| Market Leader                           | \$   | 384.00   |
| Geography/Discipline Leader             | \$   | 375.00   |
| Sector Leader                           | \$   | 333.00   |
| Technical Expert/Sr Project Manager     | \$   | 290.00   |
| Client Relationship Manager             | \$   | 290.00   |
| Senior Team Leader                      | \$   | 273.00   |
| Group Leader                            | \$   | 239.00   |
| Client Manager/Project Manager          | \$   | 239.00   |
| Associate Project Manager               | \$   | 222.00   |
| Lead Engineer                           | \$   | 239.00   |
| Senior Engineer                         | \$   | 212.00   |
| Project Engineer                        | \$   | 188.00   |
| Engineer                                | \$   | 162.00   |
| Associate Engineer                      | \$   | 142.00   |
| Assistant Engineer                      | \$   | 126.00   |
| Lead Scientist                          | \$   | 215.00   |
| Senior Scientist                        | \$   | 188.00   |
| Project Scientist                       | \$   | 155.00   |
| Scientist                               | \$   | 131.00   |
| Associate Scientist                     | \$   | 116.00   |
| Assistant Scientist                     | \$   | 101.00   |
| Lead Planner                            | \$   | 218.00   |
| Senior Planner                          | \$   | 193.00   |
| Project Planner                         | \$   | 159.00   |
| Planner                                 | \$   | 138.00   |
| Associate Planner                       | \$   | 119.00   |
| Assistant Planner                       | \$   | 102.00   |
| Lead Landscape Architect                | \$   | 218.00   |
| Senior Landscape Architect              | \$   | 191.00   |
| Project Landscape Architect             | \$   | 160.00   |
| Landscape Architect                     | \$   | 140.00   |
| Associate Landscape Designer            | \$   | 121.00   |
| Assistant Landscape Designer            | \$   | 106.00   |
| Commissioning Manager/Technical Manager | \$   | 242.00   |
| Commissioning Agent                     | \$   | 213.00   |
| Commissioning Senior Technician         | \$   | 181.00   |
| Commissioning AssociateTechnician       | \$   | 155.00   |
| Commissioning Assistant Technician      | \$   | 128.00   |
| Design Manager/Technical Manager        | \$   | 176.00   |
|                                         | \$   | 141.00   |
| Design Associate                        |      |          |
| Senior Technician                       | \$   | 114.00   |
| Associate Technician                    | \$   | 97.00    |
| Assistant Technician                    | \$   | 84.00    |

## 2024 Olsson Billing Rate Schedule Billing Rate Schedule

| Classification                          | Bill | ing Rate |
|-----------------------------------------|------|----------|
| GIS Specialist                          | \$   | 173.00   |
| Senior Systems Specialist               | \$   | 190.00   |
| Stormwater Compliance Leader/Specialist | \$   | 197.00   |
| Stormwater Compliance Specist/Sr Coord  | \$   | 151.00   |
| Stormwater Compliance Coordinator       | \$   | 119.00   |
| Stormwater Compliance Assistant         | \$   | 93.00    |
| Student Intern - Level 3                | \$   | 98.00    |
| Student Intern - Level 2                | \$   | 84.00    |
| Student Intern - Level 1                | \$   | 70.00    |
| Public Engagement Specialist            | \$   | 134.00   |
| Public Engagement Senior Coordinator    | \$   | 134.00   |
| Public Engagement Coordinator           | \$   | 105.00   |
| Public Engagement Assistant             | \$   | 88.00    |
| Administrative Senior Specialist/Leader | \$   | 140.00   |
| Project Senior Coordinator              | \$   | 132.00   |
| Administrative Senior Coordinator       | \$   | 107.00   |
| Project Coordinator                     | \$   | 100.00   |
| Administrative Coordinator              | \$   | 85.00    |
| Administrative Assistant                | \$   | 72.00    |

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

Billing Rate Schedules for Surveying, Construction Administration, Drilling, and Special Inspections/NDT/Materials Testing will be provided as Appendices, as needed.



#### REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

| Classification                                                                                                                                                                                                                                                                            | <u>Cost</u>                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Automobiles (Personal Vehicle)<br>Suburban's and Pick-Ups<br>Automobiles (Olsson Vehicle)                                                                                                                                                                                                 | \$0.67/mile*<br>\$0.75/mile*<br>\$95.00/day                                                                                   |
| Other Travel or Lodging Cost                                                                                                                                                                                                                                                              | Actual Cost                                                                                                                   |
| Meals                                                                                                                                                                                                                                                                                     | Actual Cost                                                                                                                   |
| Printing and Duplication including Mylars and Linens<br>In-House<br>Outside                                                                                                                                                                                                               | Actual Cost<br>Actual Cost+10%                                                                                                |
| Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery                                                                                                                                                                                      | Actual Cost                                                                                                                   |
| Film and Photo Developing Telephone and Fax Transmissions Miscellaneous Materials & Supplies Applicable to this Project Copies of Deeds, Easements or other Project Related Documents Fees for Applications or Permits Sub-Consultants Taxes Levied on Services and Reimbursable Expenses | Actual Cost+10%<br>Actual Cost+10%<br>Actual Cost+10%<br>Actual Cost+10%<br>Actual Cost+10%<br>Actual Cost+10%<br>Actual Cost |

<sup>\*</sup>Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

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#### MASTER AGREEMENT FOR PROFESSIONAL SERVICES

City of Auburn, NE Kevin Kuhlmann 1101 J St Auburn, NE 68305

February 21, 2024

Re: MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Dear Kevin:

It is our understanding that City of Auburn ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Master Agreement for Professional Services, Olsson's General Provisions, and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement").

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached hereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Master Agreement and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

#### SCHEDULE FOR SERVICES

Details of the schedule for each project will be outlined in the Work Order.

the

#### **COMPENSATION**

OLSSON, INC.

11 11

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

#### TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client's designated representative shall be Kevin Kuhlmann

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson, 601 P Street. Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

| By Name Humphrey, Vice President                                                | By Mu Ju Nathan Chapman, Group Leader                                               |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| By signing below, you acknowledge tha<br>Agreement. If you accept the terms set | t you have full authority to bind Client to the terms of forth herein, please sign: |
| CITY OF AUBURN, NE                                                              |                                                                                     |
| BySignature                                                                     |                                                                                     |
| Printed Name                                                                    |                                                                                     |
| Title                                                                           | Dated:                                                                              |
| Attachments Work Order (Example) General Provisions                             |                                                                                     |

## (Example - Do Not Use - See Master Agreement Work Order)

### **WORK ORDER**

| This exhibit dated Agreement for Professional Services dated  ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.                                                                                                                                                                            |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| GENERAL                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |  |
| Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. |  |  |  |  |
| PROJECT DESCRIPTION AND LOCATION                                                                                                                                                                                                                                                                                                                                                         |  |  |  |  |
| Project will be located at: Project Description:                                                                                                                                                                                                                                                                                                                                         |  |  |  |  |
| (Scope of Services, Schedule for Services, and Compensation shall be defined on a case by case basis.)                                                                                                                                                                                                                                                                                   |  |  |  |  |
| TERMS AND CONDITIONS OF SERVICE                                                                                                                                                                                                                                                                                                                                                          |  |  |  |  |
| We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.                                                                      |  |  |  |  |
| Client's designated Project representative shall be                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |
| If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of days from the date set forth above, unless changed by us in writing.                                                        |  |  |  |  |
| OLSSON, INC.                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |  |
| By By Type Name Here (Optional) Type Name Here (Optional)                                                                                                                                                                                                                                                                                                                                |  |  |  |  |
| By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:                                                                                                                                                                                                                                 |  |  |  |  |
| NAME OF CLIENT                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |  |
| By<br>Signature                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |  |
| Signature Print Name                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |  |
| Title Dated:                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |  |
| Attachments (If Applicable)                                                                                                                                                                                                                                                                                                                                                              |  |  |  |  |

#### **GENERAL PROVISIONS**

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated DATE between Client Name ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

#### SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

#### SECTION 2—ADDITIONAL SERVICES

- 2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.
- 2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an Increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:
- 2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.
- 2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.
- 2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.
- 2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.
  - 2.2.5 Providing renderings or models.
- 2.2.6 Preparing documents for alternate bids requested by Client.
- 2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

- 2.2.8 Furnishing the services of Independent professional associates or consultants for work beyond the Scope of Services.
- 2,2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).
- 2.2.10 Services in connection with staking out the work of contractor(s).
- 2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.
- 2.2.12 Preparation of operating and maintenance manuals.
- 2.2.13 Services to redesign some or all of the Project(s).
- 2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.
- 2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.
- 2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:
- 2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.
- 2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).
- 2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

#### SECTION 3—CLIENT'S RESPONSIBILITIES

- 3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.
- 3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.
- 3.2.1 If Client fails to make any payment due Oisson for services and expenses within thirty (30) days after receipt of Oisson's statement therefore, Oisson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Oisson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Oisson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.
- 3.3 Payments to Oisson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.
- 3.4 Client shall also do the following and pay all costs incident thereto:
- 3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

- 3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).
- 3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.
- 3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.
- 3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).
- 3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.
- 3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.
- 3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).
- 3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).
- 3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.
- 3.8 Client shall bear sole responsibility for:
- 3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or subconsultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.
- 3,8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.
- 3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

- 3.8.4 Providing and assuming all responsibility for: documents: interpretation contract Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.
- 3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.
- 3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

#### **SECTION 4—MEANING OF TERMS**

- 4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.
- 4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
- 4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

- understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign preprinted form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.
- 4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.
- 4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.
- "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction In accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

- 4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.
- 4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

#### SECTION 5—TERMINATION

- 5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:
- 5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- 5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;
- 5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.
- 5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

- 5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.
- 5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

#### **SECTION 6—DISPUTE RESOLUTION**

#### 6.1. Mediation

- 6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.
- 6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.
- 6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

#### 6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

- 6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.
- 6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.
- 6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

#### 6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of misconduct, error, omission, misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

#### **SECTION 7—MISCELLANEOUS**

#### 7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's Independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Oisson. Oisson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

#### 7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for Itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law. statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

#### 7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials. equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

#### 7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

#### 7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

#### 7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

#### 7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, iockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

#### 7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### 7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

- 7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered information subject to the confidentiality provisions of this Agreement.
- 7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:
- 7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or
- 7.9.3.2 Is or becomes publicly available by other than unauthorized disclosures; or
- 7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or
- 7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or
- 7.9.3.5 is received from a third party not subject to any confidentiality obligations.
- 7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.
- 7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure. confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (Including, but not limited to, Oisson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.
- 7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.
- 7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

## 7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

- To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the onecall provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.
- It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Oisson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.
- 7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.
- 7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

- 7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:
- 7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.
- 7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### 7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### 7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### 7.13 Assignment

- 7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) 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, in respect of all covenants, agreements and obligations of this Agreement.
- 7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### 7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### 7.15 Limitation on Damages

- 7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.
- 7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of flduclary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).
- 7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

#### 7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

## AUBURN BOARD OF PUBLIC WORKS 1600 O STREET AUBURN, NE. HOT WATER ELECTRIC PRESSURE WASHER BIDS

Thursday March 14, 2024 @ 1:30 P.M.

<u>VENDOR</u> <u>PURCHASE PRICE</u>

Hotsy \$5,995.00

## AUBURN BOARD OF PUBLIC WORKS 1600 O STREET AUBURN, NE MOWING OF WATER/WASTEWATER PROPERTIES

March 13, 2024 @ 3:30 P.M.

| Great Plains Lawn Servi                                           | се                   | Harden Lawn Care        |  |
|-------------------------------------------------------------------|----------------------|-------------------------|--|
| Water Filter Plant:                                               |                      |                         |  |
| Cost Per Mow:<br>One Season Net Price:<br>Three Season Net Price: | \$45.00<br>\$45.00   | \$60.00<br>\$5,040.00   |  |
| Clear Well Storage (818 G St):                                    |                      |                         |  |
| Cost Per Mow:<br>One Season Net Price:<br>Three Season Net Price: | \$55.00<br>\$55.00   | \$90.00<br>\$7,560.00   |  |
| Water Reservoir (63814 723 Rd):                                   |                      |                         |  |
| Cost Per Mow:<br>One Season Net Price:<br>Three Season Net Price: | \$65.00<br>\$65.00   | \$180.00<br>\$15,120.00 |  |
| Water Wells 1-6:                                                  |                      |                         |  |
| Cost Per Mow:<br>One Season Net Price:<br>Three Season Net Price: | \$120.00<br>\$120.00 | \$180.00<br>\$15,120.00 |  |
| Water Well 13:                                                    |                      |                         |  |
| Cost Per Mow:<br>One Season Net Price:<br>Three Season Net Price: | \$30.00<br>\$30.00   | \$90.00<br>\$7,560.00   |  |
| Water Wells 19 & 20:                                              |                      |                         |  |
| Cost Per Mow:<br>One Season Net Price:<br>Three Season Net Price: | \$40.00<br>\$40.00   | \$90.00<br>\$7,560.00   |  |

#### Magnolia Lift Station:

Cost Per Mow:

One Season Net Price: \$35.00 \$120.00
Three Season Net Price: \$35.00 . \$10,080.00

6<sup>th</sup> Street Lift Station:

Cost Per Mow:

 One Season Net Price:
 \$15.00
 \$30.00

 Three Season Net Price:
 \$15.00
 \$2,520.00

27th Street Lift Station:

Cost Per Mow:

One Season Net Price: \$30.00 \$30.00

Three Season Net Price: \$30.00 \$2,520.00

## AUBURN BOARD OF PUBLIC WORKS 1600 O STREET AUBURN, NE. SKID LOADER BIDS

Wednesday March 13, 2024 @ 1:30 P.M.

| VENDOR                                           | PURCHASE PRICE | LEASE OPTION                                                                    |
|--------------------------------------------------|----------------|---------------------------------------------------------------------------------|
| Hamilton Equipment<br>Lincoln, NE<br>Model S66T4 | \$62,397.27    | \$10,500.00 / 1 yr / 200 hrs / \$18.00 per<br>hr over 200.                      |
| NMC Inc.<br>Lincoln, NE<br>Model 242D3           | \$58,960.00    | \$4,650.00 / 1 yr / 250 hrs / \$18.60 per<br>hr over 250.                       |
| AKRS<br>Auburn, NE<br>Model 320G                 | \$73,540.00    | \$11,366.14 / 1 yr / 36 months / return<br>\$22,021.57 / 1 yr / 48 months / own |

# **ARTICLE 16**

**HEmployee Recognition:** Employees shall receive the following for years of service at the annual Employee Recognition Dinner: 5 Year - \$15.00; 10 Year - \$20.00; 15 Year - \$25.00; 20 Year - \$40.00; 25 Year - \$50.00; 30 Year - \$50.00; 35 Year - \$50.00; 40 Year - \$50.00; 45 Year - \$50.00; 50 Year - \$75.00. Retirement gift shall be governed by the number of years of service but shall not exceed \$250.00.

|                         |             |           |           |           | Co        | mbined Fina | ancial Staten | nents     |           |           |           |                     |           |           |
|-------------------------|-------------|-----------|-----------|-----------|-----------|-------------|---------------|-----------|-----------|-----------|-----------|---------------------|-----------|-----------|
| 2024                    | YTD         | Dec 2024  | Nov 2024  | Oct 2024  | Sept 2024 | Aug 2024    | Jul 2024      | Jun 2024  | May 2024  | Apr 2024  | Mar 2024  | YTD                 | Feb 2024  | Jan 2024  |
| Total Operating Rev     | 1,497,878   | 0         | 0         | 0         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | 1,497,878           | 697,318   | 800,561   |
| Total Other Revenue     | 66,612      | 0         | 0         | 0         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | 0<br>66,612         | (3,492)   | 70,104    |
| Total Non Operating Rev | 61,271      | 0         | 0         | 6         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | 0<br>61,271         | 22,808    | 38,463    |
| TOTAL REVENUE           | 1,625,761   | 0         | 0         | 6         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | 0<br>1,625,761<br>0 | 716,634   | 909,128   |
| Total Operating Exp     | (900,308)   | 0         | 0         | 0         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | (900,308)           | (403,383) | (496,925) |
| Total Admin & Gen Exp   | (304,060)   | 0         | 0         | 0         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | (304,060)           | (150,042) | (154,018) |
| Total Depreciation Exp  | (162,610)   | 0         | 0         | 0         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | 0<br>(162,610)<br>0 | (81,305)  | (81,305)  |
| Total Non Operating Exp | (14,190)    | 0         | 0         | 0         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | (14,190)            | (7,500)   | (6,689)   |
| TOTAL EXPENSES          | (1,381,169) | 0         | 0         | 0         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | 0<br>(1,381,169)    | (642,231) | (738,938) |
| NET INCOME              | 244,593     | 0         | 0         | 6         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | 0<br>244,593<br>0   | 74,403    | 170,190   |
| less W & WW P&I         | 113,516     | 0         | 0         | 0         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | 113,516             | 56,758    | 56,758    |
| Adjusted Net Income     | 131,077     | 0         | 0         | 6         | 0         | 0           | 0             | 0         | 0         | 0         | 0         | 0<br>131,077        | 17,645    | 113,432   |
| 2023                    | YTD         | Dec 2023  | Nov 2023  | Oct 2023  | Sept 2023 | Aug 2023    | Jul 2023      | Jun 2023  | May 2023  | Apr 2023  | Mar 2023  | YTD                 | Feb 2023  | Jan 2023  |
| Total Operating Rev     | 8,410,114   | 674,367   | 682,233   | 645,303   | 697,408   | 830,277     | 733,721       | 763,622   | 624,945   | 596,643   | 729,447   | 1,432,148           | 709,146   | 723,002   |
| Total Other Revenue     | 1,095,477   | 34,485    | 37,611    | 53,281    | 35,709    | 43,239      | 41,560        | 63,817    | 34,436    | 597,031   | 36,628    | 117,680             | 48,428    | 69,252    |
| Total Non Operating Rev | 360,484     | 56,242    | 16,101    | 41,762    | 60,409    | 15,923      | 34,978        | 7,127     | 16,063    | 96,038    | 7,817     | 8,026               | 3,853     | 4,173     |
| TOTAL REVENUE           | 9,866,075   | 765,094   | 735,945   | 740,346   | 793,526   | 889,439     | 810,259       | 834,565   | 675,445   | 1,289,712 | 773,891   | 1,557,853           | 761,427   | 796,427   |
| Total Operating Exp     | (5,088,718) | (407,491) | (405,234) | (410,903) | (467,182) | (494,199)   | (468,536)     | (398,224) | (423,746) | (356,825) | (404,029) | (852,348)           | (422,411) | (429,937) |
| Total Admin & Gen Exp   | (1,695,465) | (138,407) | (134,899) | (121,844) | (129,694) | (133,259)   | (128,357)     | (119,501) | (248,989) | (126,023) | (152,797) | (261,695)           | (134,955) | (126,740) |
| Total Depreciation Exp  | (1,065,784) | (83,214)  | (83,177)  | (83,177)  | (83,177)  | (83,176)    | (93,273)      | (157,815) | (79,755)  | (79,755)  | (79,755)  | (159,510)           | (79,755)  | (79,755)  |
| Total Non Operating Exp | (76,887)    | (5,385)   | (6,637)   | (6,637)   | 5,537     | (6,433)     | (8,011)       | (7,855)   | (7,787)   | (9,038)   | (8,878)   | (15,765)            | (8,661)   | (7,104)   |
| TOTAL EXPENSES          | (7,926,854) | (634,497) | (629,947) | (622,561) | (674,516) | (717,067)   | (698,177)     | (683,396) | (760,277) | (571,640) | (645,458) | (1,289,318)         | (645,783) | (643,535) |
| NET INCOME              | 1,939,222   | 130,598   | 105,998   | 117,785   | 119,010   | 172,372     | 112,082       | 151,169   | (84,832)  | 718,071   | 128,433   | 268,536             | 115,644   | 152,892   |
| less P&I Payment        | 628,896     | 41,158    | 41,158    | 41,158    | 51,918    | 56,688      | 56,688        | 56,688    | 56,688    | 56,688    | 56,688    | 113,376             | 56,688    | 56,688    |
| Adjusted Net Income     | 1,310,326   | 89,440    | 64,840    | 76,627    | 67,092    | 115,684     | 55,394        | 94,481    | (141,520) | 661,383   | 71,745    | 155,160             | 58,956    | 96,204    |

|                         |                          |           |           |           |           | Electric De | epartment |           |           |           |           |                  |                            |           |
|-------------------------|--------------------------|-----------|-----------|-----------|-----------|-------------|-----------|-----------|-----------|-----------|-----------|------------------|----------------------------|-----------|
|                         | YTD                      |           |           |           |           |             |           |           |           |           |           | YTD              |                            |           |
| 2024                    | 12/31/2024               | Dec 2024  | Nov 2024  | Oct 2024  | Sept 2024 | Aug 2024    | Jul 2024  | Jun 2024  | May 2024  | Apr 2024  | Mar 2024  | 2/29/2024        | Feb 2024                   | Jan 2024  |
| Total Operating Rev     | 1,145,183                | 0         | 0         | 0         | 0         | 0           | 0         | 0         | 0         | 0         | 0         | 1,145,183        | 517,356                    | 627,827   |
| Total Other Revenue     | 45,831                   | 0         | 0         | 0         | 0         | 0           | 0         | 0         | 0         | 0         | 0         | 45,831           | (13,587)<br>*Franchise Fee | 59,418    |
| Total Non Operating Rev | 48,553                   | 0         | 0         | 6         | 0         | 0           | 0         | 0         | 0         | 0         | 0         | 48,553           | 18,133                     | 30,420    |
| TOTAL REVENUE           | 1,239,567                | 0         | 0         | 0         | 0         | 0           | 0         | 0         | 0         | 0         | 0         | 1,239,567        | 521,902                    | 717,665   |
| Total Operating Exp     | (734,925)                | 0         | 0         | 0         | 0         | 0           | 0         | 0         | 0         | 0         | 0         | (734,925)        | (328,538)                  | (406,387) |
| Total Admin & Gen Exp   | (210,471)                | 0         | 0         |           |           | 0           | 0         | 0         |           | 0         | 0         | (210,471)        | (103,929)                  | (106,542) |
| Total Depreciation Exp  | (63,738)                 | 0         | 0         | 0         | 0         | 0           | 0         | 0         | 0         | 0         | 0         | (63,738)         | (31,869)                   | (31,869)  |
| Total Non Operating Exp | (194)                    | 0         | 0         | 0         | 0         | 0           | 0         | 0         | 0         | 0         | 0         | (194)            | (194)                      | 0         |
| TOTAL EXPENSES          | (1,009,328)              | 0         | 0         | 0         | 0         | 0           | 0         | 0         | 0         | 0         | 0         | (1,009,328)      | (464,531)                  | (544,797) |
| NET INCOME              | 230,238                  | 0         | 0         | 0         | 0         | 0           | 0         | 0         | 0         | 0         | 0         | 230,239          | 57,371                     | 172,868   |
| 2023                    | YTD<br><b>12/31/2023</b> | Dec 2023  | Nov 2023  | Oct 2023  | Sept 2023 | Aug 2023    | Jul 2023  | Jun 2023  | May 2023  | Apr 2023  | Mar 2023  | YTD<br>2/28/2023 | Feb 2023                   | Jan 2023  |
| Total Operating Rev     | 6,289,309                | 507,040   | 509,548   | 466,700   | 512,774   | 642,382     | 544,804   | 568,096   | 447,307   | 428,952   | 560,708   | 1,100,997        | 545,407                    | 555,590   |
| Total Other Revenue     | 329,621                  | 23,613    | 25,465    | 23,565    | 24,440    | 29,638      | 27,746    | 25,507    | 22,158    | 21,107    | 25,647    | 80,735           | 24,722                     | 56,013    |
| Total Non Operating Rev | 286,652                  | 43,970    | 11,795    | 33,948    | 47,242    | 11,486      | 27,372    | 6,185     | 15,628    | 74,856    | 6,326     | 7,846            | 3,147                      | 4,699     |
| TOTAL REVENUE           | 6,905,582                | 574,623   | 546,808   | 524,213   | 584,456   | 683,506     | 599,922   | 599,787   | 485,093   | 524,915   | 592,680   | 1,189,578        | 573,276                    | 616,302   |
| Total Operating Exp     | (4,131,423)              | (338,091) | (331,390) | (323,543) | (389,580) | (389,623)   | (372,525) | (328,986) | (345,807) | (284,174) | (333,677) | (694,028)        | (345,300)                  | (348,728) |
| Total Admin & Gen Exp   | (1,152,130)              | (96,888)  | (97,506)  | (84,111)  | (87,911)  | (88,934)    | (89,920)  | (82,938)  | (166,982) | (82,856)  | (101,679) | (172,406)        | (88,551)                   | (83,855)  |
| Total Depreciation Exp  | (475,644)                | (33,773)  | (33,748)  | (33,748)  | (33,748)  | (33,747)    | (43,939)  | (103,596) | (31,869)  | (31,869)  | (31,869)  | (63,738)         | (31,869)                   | (31,869)  |
| Total Non Operating Exp | (4,656)                  | (692)     | 0         | 0         | 0         | 0           | (1,171)   | 0         | (442)     | (391)     | (1,568)   | (392)            | (392)                      | 0         |
| TOTAL EXPENSES          | (5,763,853)              | (469,444) | (462,644) | (441,402) | (511,239) | (512,304)   | (507,555) | (515,520) | (545,100) | (399,290) | (468,793) | (930,564)        | (466,112)                  | (464,452) |
| NET INCOME              | 1,141,729                | 105,179   | 84,164    | 82,811    | 73,217    | 171,202     | 92,367    | 84,268    | (60,007)  | 125,625   | 123,887   | 259,014          | 107,164                    | 151,850   |

|                           |                   |          |          |          |           | Water Dep | artment  |          |           |          |          |                  |           |           |
|---------------------------|-------------------|----------|----------|----------|-----------|-----------|----------|----------|-----------|----------|----------|------------------|-----------|-----------|
| 2024                      | YTD<br>12/31/2024 | Dec 2024 | Nov 2024 | Oct 2024 | Sept 2024 | Aug 2024  | Jul 2024 | Jun 2024 | May 2024  | Apr 2024 | Mar 2024 | YTD<br>2/29/2024 | Feb 2024  | Jan 2024  |
| 2024                      | 12/31/2024        | Dec 2024 |          |          | •         | Aug 2024  |          |          | Way 2024  | Api 2024 |          | 2/25/2024        | 1 60 2024 |           |
| Total Operating Rev       | 167,063           | 0        | 0        | 0        | 0         | 0         | 0        | 0        | 0         | 0        | 0        | 167,063          | 87,147    | 79,916    |
| Total Other Revenue       | 15,483            | 0        | 0        | 0        | 0         | 0         | 0        | 0        | 0         | 0        | 0        | 15,483           | 7,003     | 8,480     |
| Total Non Operating Rev   | 5,774             | 0        | 0        | 0        | 0         | 0         | 0        | 0        | 0         | 0        | 0        | 5,774            | 3,287     | 2,487     |
| TOTAL REVENUE             | 188,319           | 0        | 0        | 0        | 0         | 0         | 0        | 0        | 0         | 0        | 0        | 188,319          | 97,436    | 90,883    |
| Total Operating Exp       | (64,545)          | 0        | 0        | 0        | 0         | 0         | 0        | 0        | 0         | 0        | 0        | (64,545)         | (26,707)  | (37,838)  |
| Total Admin & Gene Exp    | (60,116)          | 0        | 0        | 0        | 0         | 0         | 0        | 0        | 0         | 0        | 0        | (60,116)         | (28,086)  | (32,030)  |
| Total Depreciation Exp    | (52,126)          | 0        | 0        | 0        | 0         | 0         | 0        | 0        | 0         | 0        | 0        | (52,126)         | (26,063)  | (26,063)  |
| Total Non Operating Exp   | (13,299)          | 0        | 0        | 0        | 0         | 0         | 0        | 0        | 0         | 0        | 0        | (13,299)         | (6,958)   | (6,341)   |
| TOTAL EXPENSES            | (190,086)         | 0        | 0        | 0        | 0         | 0         | 0        | 0        | 0         | 0        | 0        | (190,086)        | (87,814)  | (102,273) |
|                           |                   | -        | -        |          | -         |           |          |          |           |          |          | , ,              |           | , , ,     |
| NET INCOME                | (1,768)           | 0        | 0        | 0        | 0         | 0         | 0        | 0        | 0         | 0        | 0        | (1,768)          | 9,622     | (11,390)  |
| less P&I Accrual for NEDQ | 41,016            |          |          |          | 0         | 0         | 0        | 0        | 0         | 0        | 0        | 41,016           | 20,508    | 20,508    |
| Adjusted Net Income       | (42,784)          | 0        | 0        | 0        | 0         | 0         | 0        | 0        | 0         | -        | 0        | (42,783)         | (10,886)  | (31,898)  |
|                           |                   |          |          |          |           |           |          |          |           |          |          |                  |           |           |
|                           | YTD               |          |          |          |           |           |          |          |           |          |          | YTD              |           |           |
| 2023                      | 12/31/2023        | Dec 2023 | Nov 2023 | Oct 2023 | Sept 2023 | Aug 2023  | Jul 2023 | Jun 2023 | May 2023  | Apr 2023 | Mar 2023 | 2/28/2023        | Feb 2023  | Jan 2023  |
| Total Operating Rev       | 987,089           | 73,520   | 79,030   | 83,374   | 88,235    | 92,060    | 89,867   | 100,790  | 83,864    | 74,858   | 76,823   | 144,669          | 70,958    | 73,711    |
| Total Other Revenue       | 731,718           | 8,803    | 9,643    | 27,154   | 8,573     | 10,835    | 11,227   | 35,347   | 8,650     | 572,353  | 8,669    | 30,464           | 20,932    | 9,531     |
| Total Non Operating Rev   | 20,626            | 3,028    | 3,029    | 2,434    | 3,270     | 2,949     | 1,957    | (428)    | (944)     | 6,113    | 73       | (856)            | (502)     | (354)     |
| TOTAL REVENUE             | 1,739,433         | 85,352   | 91,702   | 112,962  | 100,078   | 105,844   | 103,050  | 135,708  | 91,571    | 653,324  | 85,565   | 174,276          | 91,389    | 82,888    |
| Total Operating Exp       | (452,495)         | (27,534) | (34,254) | (36,277) | (38,236)  | (61,715)  | (44,416) | (32,408) | (35,309)  | (31,953) | (31,792) | (78,600)         | (38,205)  | (40,395)  |
| Total Admin & General Exp | (334,917)         | (25,626) | (25,703) | (24,237) | (25,063)  | (28,295)  | (23,087) | (22,364) | (48,174)  | (26,903) | (30,076) | (55,388)         | (29,930)  | (25,458)  |
| Total Depreciation Exp    | (310,615)         | (26,063) | (26,056) | (26,056) | (26,056)  | (26,056)  | (25,985) | (34,628) | (23,943)  | (23,943) | (23,943) | (47,886)         | (23,943)  | (23,943)  |
| Total Non Operating Exp   | (66,286)          | (4,707)  | (6,107)  | (6,107)  | 6,107     | (5,903)   | (6,310)  | (7,326)  | (6,815)   | (8,117)  | (6,687)  | (14,314)         | (7,740)   | (6,574)   |
| TOTAL EXPENSES            | (1,164,313)       | (83,930) | (92,120) | (92,677) | (83,248)  | (121,969) | (99,798) | (96,726) | (114,241) | (90,916) | (92,498) | (196,188)        | (99,818)  | (96,370)  |
| NET INCOME                | 575,120           | 1,422    | (418)    | 20,286   | 16,830    | (16,125)  | 3,252    | 38,982   | (22,670)  | 562,408  | (6,933)  | (21,911)         | (8,429)   | (13,482)  |
| less P&I Accrual for NEDQ | 238,896           | 19,908   | 19,908   | 19,908   | 19,908    | 19,908    | 19,908   | 19,908   | 19,908    | 19,908   | 19,908   | 39,816           | 19,908    | 19,908    |
| Adjusted Net Income       | 336,224           | (18,486) | (20,326) | 378      | (3,078)   | (36,033)  | (16,656) | 19,074   | (42,578)  | 542,500  | (26,841) | (61,727)         | (28,337)  | (33,390)  |

|                           |                   |          |          |          | Waste     | water Depart | ment     |          |          |          |          |                  |          |          |
|---------------------------|-------------------|----------|----------|----------|-----------|--------------|----------|----------|----------|----------|----------|------------------|----------|----------|
|                           | YTD               |          |          |          |           |              |          |          |          |          |          | YTD              |          |          |
| 2024                      | 12/31/2024        | Dec 2024 | Nov 2024 | Oct 2024 | Sept 2024 | Aug 2024     | Jul 2024 | Jun 2024 | May 2024 | Apr 2024 | Mar 2024 | 2/29/2024        | Feb 2024 | Jan 2024 |
| Total Operating Rev       | 146,027           | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 146,027          | 72,997   | 73,030   |
| Total Other Rev           | 2,488             | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 2,488            | 1,555    | 934      |
| Total Non Operating Rev   | 6,944             | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 6,944            | 1,388    | 5,556    |
| TOTAL REVENUE             | 155,459           | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 155,459          | 75,940   | 79,520   |
| Total Operating Exp       | (54,119)          | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | (54,119)         | (22,388) | (31,731) |
| Total Admin & Gen Exp     | (33,474)          | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | (33,474)         | (18,027) | (15,446) |
| Total Depreciation Exp    | (46,746)          | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | (46,746)         | (23,373) | (23,373) |
| Total Non Operating Exp   | (697)             | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | (697)            | (348)    | (348)    |
| TOTAL EXPENSES            | (135,036)         | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | (135,035)        | (64,137) | (70,899) |
| NET INCOME                | 20,423            | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 20,424           | 11,803   | 8,621    |
| less P&I Payment Accrual  | 72,500            |          |          |          |           |              |          |          |          |          |          | 72,500           | 36,250   | 36,250   |
| Adjusted Net Income       | (52,077)          | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | (52,076)         | (24,447) | (27,629) |
|                           |                   |          |          |          |           |              |          |          |          |          |          |                  |          |          |
| 2023                      | YTD<br>12/31/2023 | Dec 2023 | Nov 2023 | Oct 2023 | Sept 2023 | Aug 2023     | Jul 2023 | Jun 2023 | May 2023 | Apr 2023 | Mar 2023 | YTD<br>2/28/2023 | Feb 2023 | Jan 2023 |
|                           |                   |          |          |          | _         |              |          |          |          |          |          |                  |          |          |
| Total Operating Rev       | 895,422           | 74,047   | 73,860   | 75,360   | 76,517    | 75,902       | 79,168   | 74,844   | 73,846   | 72,944   | 72,086   | 146,847          | 73,012   | 73,835   |
| Total Other Rev           | 16,077            | 766      | 768      | 931      | 1,220     | 1,097        | 944      | 1,487    | 2,203    | 2,256    | 763      | 3,642            | 1,439    | 2,203    |
| Total Non Operating Rev   | 53,205            | 9,244    | 1,277    | 5,380    | 9,897     | 1,487        | 5,650    | 1,370    | 1,379    | 15,069   | 1,418    | 1,036            | 1,208    | (172)    |
| TOTAL REVENUE             | 964,705           | 84,057   | 75,904   | 81,671   | 87,635    | 78,487       | 85,762   | 77,702   | 77,428   | 90,269   | 74,267   | 151,525          | 75,658   | 75,866   |
| Total Operating Exp       | (252,987)         | (20,933) | (18,217) | (30,337) | (18,154)  | (22,039)     | (30,200) | (16,135) | (21,444) | (20,111) | (17,774) | (37,642)         | (17,954) | (19,688) |
| Total Admin & General Exp | (208,418)         | (15,893) | (11,690) | (13,496) | (16,720)  | (16,030)     | (15,350) | (14,199) | (33,833) | (16,264) | (21,042) | (33,901)         | (16,474) | (17,427) |
| Total Depreciation Exp    | (279,527)         | (23,378) | (23,373) | (23,373) | (23,373)  | (23,373)     | (23,349) | (19,591) | (23,943) | (23,943) | (23,943) | (47,886)         | (23,943) | (23,943) |
| Total Non Operating Exp   | (5,945)           | 14       | (530)    | (530)    | (570)     | (530)        | (530)    | (530)    | (530)    | (530)    | (623)    | (1,059)          | (530)    | (530)    |
| TOTAL EXPENSES            | (746,877)         | (60,190) | (53,810) | (67,736) | (58,817)  | (61,972)     | (69,429) | (50,455) | (79,750) | (60,847) | (63,382) | (120,488)        | (58,901) | (61,587) |
| NET INCOME                | 217,828           | 23,866   | 22,094   | 13,936   | 28,818    | 16,515       | 16,333   | 27,247   | (2,321)  | 29,421   | 10,884   | 31,036           | 16,757   | 14,279   |
| less P&I Payment Accrual  | 390,000           | 21,250   | 21,250   | 21,250   | 32,010    | 36,780       | 36,780   | 36,780   | 36,780   | 36,780   | 36,780   | 73,560           | 36,780   | 36,780   |
| Adjusted Net Income       | (172,172)         | 2,616    | 844      | (7,314)  | (3,192)   | (20,265)     | (20,447) | (9,533)  | (39,101) | (7,359)  | (25,896) | (42,524)         | (20,023) | (22,501) |

|                         |                   |          |          |          | (         | Garbage Depa | rtment   |          |          |          |          |                  |          |          |
|-------------------------|-------------------|----------|----------|----------|-----------|--------------|----------|----------|----------|----------|----------|------------------|----------|----------|
| 2024                    | YTD<br>12/31/2024 | Dec 2024 | Nov 2024 | Oct 2024 | Sept 2024 | Aug 2024     | Jul 2024 | Jun 2024 | May 2024 | Apr 2024 | Mar 2024 | YTD<br>2/29/2024 | Feb 2024 | Jan 2024 |
| Total Operating Rev     | 39,607            | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 39,607           | 19,818   | 19,788   |
| Total Other Revenue     | 2,810             | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 2,810            | 1,538    | 1,272    |
| Total Non Operating Rev | -                 | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | -                | 0        | 0        |
| TOTAL REVENUE           | 42,417            | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 42,417           | 21,356   | 21,061   |
| Total Operating Exp     | (46,720)          | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | (46,720)         | (25,750) | (20,969) |
| Total Admin & Gen Exp   | 0                 | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 0                | 0        | 0        |
| Total Depreciation Exp  | 0                 | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 0                | 0        | 0        |
| Total Non Operating Exp | 0                 | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 0                | 0        | 0        |
| TOTAL EXPENSES          | (46,720)          | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | (46,720)         | (25,750) | (20,969) |
| NET INCOME              | (4,303)           | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | (4,303)          | (4,394)  | 91       |
| less Principal Payment  | 0                 | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 0                | 0        | 0        |
| Adjusted Net Income     | (4,303)           | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | (4,303)          | (4,394)  | 91       |
| 2023                    | YTD<br>12/31/2023 | Dec 2023 | Nov 2023 | Oct 2023 | Sept 2023 | Aug 2023     | Jul 2023 | Jun 2023 | May 2023 | Apr 2023 | Mar 2023 | YTD<br>2/28/2023 | Feb 2023 | Jan 2023 |
| Total Operating Rev     | 238,295           | 19,761   | 19,796   | 19,868   | 19,881    | 19,933       | 19,882   | 19,892   | 19,928   | 19,889   | 19,830   | 39,635           | 19,769   | 19,866   |
| Total Other Revenue     | 18,061            | 1,303    | 1,735    | 1,630    | 1,476     | 1,670        | 1,643    | 1,476    | 1,425    | 1,315    | 1,550    | 2,839            | 1,335    | 1,504    |
| Total Non Operating Rev | 0                 | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 0                | 0        | 0        |
| TOTAL REVENUE           | 256,356           | 21,063   | 21,531   | 21,498   | 21,357    | 21,602       | 21,525   | 21,368   | 21,353   | 21,204   | 21,379   | 42,474           | 21,104   | 21,371   |
| Total Operating Exp     | (251,813)         | (20,933) | (21,373) | (20,746) | (21,212)  | (20,822)     | (21,395) | (20,695) | (21,186) | (20,587) | (20,785) | (42,078)         | (20,952) | (21,126) |
| Total Admin & Gen Exp   | 0                 | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 0                | 0        | 0        |
| Total Depreciation Exp  | 0                 | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 0                | 0        | 0        |
| Total Non Operating Exp | 0                 | 0        | 0        | 0        | 0         | 0            | 0        | 0        | 0        | 0        | 0        | 0                | 0        | 0        |
| TOTAL EXPENSES          | (251,813)         | (20,933) | (21,373) | (20,746) | (21,212)  | (20,822)     | (21,395) | (20,695) | (21,186) | (20,587) | (20,785) | (42,078)         | (20,952) | (21,126) |
| NET INCOME              | 4,543             | 131      | 157      | 752      | 145       | 780          | 130      | 673      | 167      | 617      | 594      | 396              | 151      | 245      |
| less Principal Payment  |                   |          |          |          |           |              |          |          |          | 0        | 0        | 0                | 0        | 0        |
| Adjusted Net Income     | 4,543             | 131      | 157      | 752      | 145       | 780          | 130      | 673      | 167      | 617      | 594      | 396              | 151      | 245      |

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Bank Reconciliation Report - by Bank Number Mar 20, 2024 10:30AM

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

Auburn State Bank (Checking Acct) (1)

February 29, 2024

Account: 1010202

Bank Account Number: 191494

Bank Statement Balance: 4,051,740.52 Book Balance Previous Month: 3,886,215.39 **Outstanding Deposits:** 86,308.30 Total Receipts: 879,827.70 Outstanding Checks: 116,588.72 Total Disbursements: 738,577.79 Bank Adjustments: 6,005.20 Book Adjustments: .00 Bank Balance: Book Balance: 4,027,465.30 4,027,465.30

Proof (Bank balance less book balance): .00

Outstanding Deposits Section

Deposit Deposit Deposit Deposit Deposit Deposit Deposit Deposit Amount Amount Number Amount Number Number Amount Number 2,503.03 5 80,398.93 1200 97.59 1201 1206 1,298.58 1207 2,010.17

**Grand Totals:** 86,308.30

Deposits cleared: 60 items Deposits Outstanding: 5 items

Outstanding Checks Section

| Check<br>Number | Check<br>Amount | Check<br>Number | Check<br>Amount | Check<br>Number | Check<br>Amount | Check<br>Number | Check<br>Amount |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|                 | 3.68-           | 1006            | 250.00          | 47733           | 32.55           | 48253           | 149.11          |
| 48329           | 130.72          | 48403           | 149.61          | 48560           | 169.18          | 48866           | 129.70          |
| 48944           | 374.35          | 48945           | 4,902.26        | 48947           | 18,917.65       | 48953           | 282.64          |
| 48961           | 26,956.07       | 48962           | 5,761.02        | 48973           | 905.25          | 48977           | 890.00          |
| 48983           | 372.99          | 48984           | 82.95           | 48989           | 774.39          | 48993           | 175.00          |
| 48994           | 32,793.88       | 48999           | 5.08            | 49000           | 5.34            | 49001           | 13.66           |
| 49004           | 6.89            | 49005           | 10.35           | 49006           | 5.48            | 49007           | 15.35           |
| 49008           | 5.09            | 49010           | 8.48            | 49011           | 6.09            | 49012           | 14.13           |
| 49013           | 6.91            | 49015           | 5.77            | 49017           | 11.93           | 49018           | 6.52            |
| 49019           | 91.20           | 49020           | 8.07            | 49021           | 11.43           | 49022           | 7.26            |
| 49024           | 9.09            | 49025           | 6.12            | 49026           | 9.39            | 49028           | 12.38           |
| 49029           | 8.22            | 49031           | 7.38            | 49033           | 6.76            | 49034           | 7.88            |
| 49035           | 196.66          | 49036           | 5.70            | 49037           | 11.07           | 49038           | 5.23            |
| 49039           | 9.65            | 49041           | 7.13            | 49042           | 14.68           | 49043           | 7.41            |
| 49044           | 11.76           | 49045           | 16.32           | 49047           | 8.26            | 49048           | 5.22            |
| 49049           | 5.98            | 49051           | 5.25            | 49052           | 15.33           | 49053           | 63.74           |
| 49054           | 26.76           | 49055           | 165.58          | 49056           | 5.04            | 49058           | 5.49            |
| 49059           | 5.27            | 49060           | 12.33           | 49061           | 7.44            | 49062           | 16.09           |
| 49066           | 5.26            | 49068           | 15.84           | 49069           | 15.15           | 49070           | 12.62           |
| 49072           | 5.24            | 49074           | 13.39           | 22924106        | 18,962.06       | 22924107        | 1,709.38        |
| 22924108        | 708.50          |                 |                 |                 |                 |                 |                 |

Grand Totals: 116,588.72

Checks cleared: Checks Oustanding: 122 items 81 items

| Board of Public Works    | d of Public Works  Bank Reconciliation Report - by Bank Number |                             |          |  |  |  |
|--------------------------|----------------------------------------------------------------|-----------------------------|----------|--|--|--|
| Bank Adjustments Section |                                                                |                             |          |  |  |  |
| Description              | Amount                                                         | Description                 | Amount   |  |  |  |
| o/s Mid American Benefit | 1,005.20                                                       | o/s ACH payment Capital One | 5,000.00 |  |  |  |
| Grand Totals:            |                                                                |                             | 6,005.20 |  |  |  |

Book Adjustments Section

Board of Public Works

Bank Reconciliation Report - by Bank Number

Page: 1

Mar 07, 2024 3:26PM

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

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

February 29, 2024

Account: 1010204

Bank Account Number: 457285

1,082,061.13 1,081,078.50 Bank Statement Balance: Book Balance Previous Month: 982.63 Outstanding Deposits: .00 Total Receipts: Outstanding Checks: .00 Total Disbursements: .00 Bank Adjustments: .00 Book Adjustments: .00 Bank Balance: 1,082,061.13 Book Balance: 1,082,061.13

Proof (Bank balance less book balance): .00

Outstanding Deposits Section

Deposits cleared: 1 items Deposits Outstanding: 0 items

Checks cleared: 0 items Checks Oustanding: 0 items

Bank Adjustments Section

**Book Adjustments Section** 

Board of Public Works

Bank Reconciliation Report - by Bank Number

Page: 2

Mar 07, 2024 3:26PM

Auburn State Bank Infrastructure Improvements (Checking) (4)

February 29, 2024

Account: No statement found!

Bank Account Number:

Bank Statement Balance: Book Balance Previous Month:

Outstanding Deposits:Total Receipts:Outstanding Checks:Total Disbursements:Bank Adjustments:Book Adjustments:Bank Balance:Book Balance:

Proof (Bank balance less book balance):

# CD - I N V E S T M E N T S - February 2024

|       | ISSUED/         |                  |        |          |      |       |                  |            |            |                |
|-------|-----------------|------------------|--------|----------|------|-------|------------------|------------|------------|----------------|
| GL    | RENEWED<br>DATE | MATURITY<br>DATE | NUM.   | TERM     | INT. | RATE  | OWNER            | BANK       | ORIGINAL\$ | CURRENT\$      |
| ELECT | RIC DEPARTI     | MENT             |        |          |      | -     |                  | -          |            | -              |
|       |                 |                  |        |          |      |       |                  |            |            |                |
| 1200  | 09/18/23        | 09/18/24         | 20089  | 12 MO    | CMPQ | 5.15% | Capitol Reserves | ASB        | 489,675.41 | 495,844.78     |
| 1200  | 09/18/23        | 09/18/24         | 20091  | 12 MO    | CMPQ | 5.15% | Capitol Reserves | ASB        | 519,014.43 | 525,553.43     |
| 1200  | 09/18/23        | 09/18/24         | 20093  | 12 MO    | CMPQ | 5.15% | Capitol Reserves | ASB        | 879,294.07 | 890,372.20     |
| 1200  | 09/18/23        | 09/18/24         | 20097  | 12 MO    | CMPQ | 5.15% | Capitol Reserves | ASB        | 654,331.37 | 662,575.22     |
| 1200  | 09/18/23        | 09/18/24         | 20098  | 12 MO    | CMPQ | 5.15% | Capitol Reserves | ASB        | 519,014.43 | 525,553.43     |
| 1200  | 01/06/23        | 07/06/24         | 25513  | 18 MO    | CMPQ | 3.75% | Capitol Reserves | ASB        | 731,965.61 | 759,801.65     |
| 1200  | 01/06/23        | 07/06/24         | 25514  | 18 MO    | CMPQ | 3.75% | Capitol Reserves | ASB        | 584,556.69 | 606,786.91     |
| 1200  | 01/06/23        | 07/06/24         | 25515  | 18 MO    | CMPQ | 3.75% | Capitol Reserves | ASB        | 584,556.92 | 606,787.15     |
| 1200  | 03/16/23        | 04/16/24         | 25693  | 12 MO    | CMPQ | 3.80% | Capitol Reserves | ASB        | 199,778.04 | 205,471.17     |
| 1200  | 10/31/23        | 10/31/24         | 20133  | 12 MO    | CMPQ | 5.50% | Capitol Reserves | ASB        | 636,571.35 | 645,212.11     |
| 1200  | 05/26/23        | 05/26/24         | 972680 | 12 MO    | CMPQ | 4.52% | Capitol Reserves | UBT        | 536,138.08 | 554,378.77     |
|       |                 |                  |        |          |      |       | TOTAL ELEC       | TRIC INVES | TMENTS     | \$6,478,336.82 |
| -     |                 |                  |        |          |      |       |                  |            |            |                |
|       | WATER DE        | PARTMENT         |        |          |      |       |                  |            |            |                |
| 1200  | 09/18/23        | 09/18/24         | 20092  | 12 MO    | CMPQ | 5.15% | Capitol Reserves | ASB        | 248,078.80 | 251,204.32     |
| 1200  | 7/7/2023        | 7/7/2024         | 25789  | 12 MO    | CMPQ | 4.65% | Capitol Reserves | ASB        | 222,528.62 | 227,685.39     |
| 1200  | 5/26/2023       | 5/26/2024        | 972687 | 12 MO    | CMPQ | 4.52% | Capitol Reserves | UBT        | 280,622.56 | 290,171.63     |
|       |                 |                  |        |          |      |       | TOTAL WAT        | TER INVEST | MENTS      | \$769,061.34   |
|       | SEWER DE        | PARTMENT         |        |          |      |       |                  |            |            |                |
| 1200  | 09/18/23        | 09/18/24         | 20094  | 12 MO    | CMPQ | 5.15% | Capitol Reserves | ASB        | 536,331.20 | 543,088.38     |
| 1200  | 09/18/23        | 09/18/24         | 20095  | 12 MO    | CMPQ |       | Capitol Reserves | ASB        | 84,324.87  | 85,387.27      |
| 1200  | 01/06/23        | 07/06/24         | 25516  | 18 MO    | CMPQ |       | Capitol Reserves | ASB        | 422,276.54 | 438,335.37     |
|       |                 |                  |        | <u> </u> |      |       |                  | W. INVESTM | -          | \$1,066,811.02 |
|       |                 |                  |        |          |      |       | TOTAL            | INVESTMEN  | TS         | \$8,314,209.18 |

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

|                             |                                              |                                                      | INT                | EREST ALL            | OCATION                |                                                 |                                      |                                             |
|-----------------------------|----------------------------------------------|------------------------------------------------------|--------------------|----------------------|------------------------|-------------------------------------------------|--------------------------------------|---------------------------------------------|
|                             |                                              | AUBURN ST                                            | ATE BANI           | K RECONCIL           | IATION - Th            | rough 02/29/20                                  | 24                                   |                                             |
|                             |                                              | Prior Months<br>balance<br>#457285<br>\$1,082,061.13 | Allocation         |                      | Deposits/<br>Transfers | Increase/<br>Decrease in<br>Designated<br>Funds | Checks/<br>Transfers/<br>Adjustments | Ending Balance<br>#457285<br>\$1,082,061.13 |
| E.Prev.Bal.                 |                                              | \$824,806.50                                         | 76.3%              |                      |                        |                                                 |                                      |                                             |
| \$749.70<br><b>E. REV.%</b> | 76.3%                                        | \$749.70<br>\$824,806.50                             |                    | interest<br>rounding | \$749.70<br>-\$0.05    |                                                 | \$0.01<br>\$0.00                     | \$825,556.16                                |
|                             |                                              | \$824,806.50                                         | 100.0%             |                      |                        | 749.65                                          |                                      |                                             |
|                             |                                              | \$0.00                                               |                    |                      |                        |                                                 |                                      | \$825,556.16                                |
| W Prev. Bal.                | ı                                            | \$160,292.17                                         | 14.83%             |                      |                        |                                                 | \$0.00                               |                                             |
| \$145.72<br><b>W. REV.%</b> | 14.83%                                       | \$145.72<br>\$160,292.17                             |                    | interest<br>rounding | \$145.72               |                                                 |                                      | \$160,437.89                                |
|                             |                                              | \$160,292.17<br>\$0.00                               | 100.00%            |                      |                        | 145.72                                          |                                      | <b>\$160,437.89</b>                         |
| WW.Prev.Bal<br>\$87.26      | <u>.                                    </u> | \$95,979.82<br>\$87.26                               | 8.88%              | rounding             |                        |                                                 | \$0.00                               | <b>4</b> 100,101100                         |
| WW. REV%                    | 8.88%                                        | \$95,979.82                                          |                    | interest             | \$87.26                |                                                 |                                      | \$96,067.07                                 |
|                             |                                              | \$95,979.82<br>\$0.00                                | 100.00%<br>100.00% |                      |                        | 87.26                                           |                                      | \$96,067.07                                 |
| Interest =                  | 982.63                                       | \$1,081,078.50                                       |                    |                      | \$982.63               | 982.63                                          |                                      | \$1,082,061.12                              |
|                             |                                              | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,              |                    |                      |                        | for rounding                                    |                                      | ,,                                          |
|                             |                                              |                                                      |                    |                      |                        | INTEREST                                        |                                      | \$749.65                                    |
|                             |                                              |                                                      |                    |                      |                        | INTEREST                                        |                                      | 145.72                                      |
|                             |                                              |                                                      |                    |                      |                        | INTEREST                                        |                                      | \$87.26                                     |
|                             |                                              |                                                      |                    |                      |                        | Total Interes                                   | t                                    | 982.63                                      |

| 2024 Interest |                       | 202  | 3 Interest             |
|---------------|-----------------------|------|------------------------|
| Dec           |                       | Dec  | 4,686.84               |
| Nov           |                       | Nov  | 4,257.76               |
| Oct           |                       | Oct  | 4,384.17               |
| Sept          |                       | Sept | 4,725.66               |
| Aug           |                       | Aug  | 4,857.48               |
| Jul           |                       | Jul  | 4,657.09               |
| June          |                       | Jun  | 3,951.13               |
| May           |                       | May  | 3,997.88               |
| Apr           |                       | Apr  | 3,919.32               |
| Mar           |                       | Mar  | 3,863.84               |
| Feb           | 4,539.93              | Feb  | 3,333.27               |
| Jan           | 4,728.42              | Jan  | 3,640.79               |
|               | 9,268.35 YTD Interest |      | 45,588.39 YTD Interest |

|           | PLEDGING ANALYSIS                                 |                                       |             |                                  |                      |    |                 |  |  |  |
|-----------|---------------------------------------------------|---------------------------------------|-------------|----------------------------------|----------------------|----|-----------------|--|--|--|
|           |                                                   |                                       |             |                                  |                      |    |                 |  |  |  |
|           | Auburn State Bank - February 2024 Pledge Analysis |                                       |             |                                  |                      |    |                 |  |  |  |
| PLEDGE#   | ISSUE DATE                                        | ORIGINAL AMOUNT                       | MATURITY    | SECURITY PLEDGED                 | RATING-<br>SP/Moodys |    | 2/29/2024       |  |  |  |
| 91282CCE9 | 03/28/22                                          | \$ 2,000,000.00                       | 05/31/28    | UNITED STATES TREASURY           | NR                   | \$ | 1,761,250.00    |  |  |  |
| 3140J2QH2 | 10/26/23                                          | \$ 500,000.00                         | 12/01/30    | FNMA MBS BL9455                  | NR                   | \$ | 400,205.72      |  |  |  |
| 912828Z94 | 07/18/22                                          | \$ 500,000.00                         | 02/15/30    | UNITED STATES TREASURY           | NR                   | \$ | 427,128.91      |  |  |  |
| 91282CBL4 | 08/16/23                                          | \$ 450,000.00                         | 02/15/31    | UNITED STATES TREASURY           | NR                   | \$ | 366,486.33      |  |  |  |
| 91282CBS9 | 08/17/22                                          | \$ 500,000.00                         | 03/01/28    | UNITED STATES TREASURY           | NR                   | \$ | 442,324.22      |  |  |  |
| 112128KN2 | 12/19/17                                          | \$ 130,000.00                         | 12/15/29    | BROKEN BOW NEB GO                | NR                   | \$ | 119,928.90      |  |  |  |
| 31395WHN0 | 07/01/05                                          | <u> </u>                              | 07/15/25    | FHLMC REMIC SERIES 3005 ED       | NR                   | \$ | 15.578.90       |  |  |  |
| 3137H5FZ5 | 04/25/23                                          | \$ 500,000.00                         | 11/25/30    | FHLMC REMIC Series K-J37         | NR                   | \$ | 437,671.85      |  |  |  |
| 3137FL2Q6 |                                                   | \$ 2,000,000.00                       |             | FHLMC REMIC SERIES K-F58         | NR                   | \$ | 528,783.78      |  |  |  |
| 3137FL7L2 |                                                   | \$ 1,300,000.00                       |             | FHLMC REMIC SERIES K-F60         | NR                   | \$ | 349,719.24      |  |  |  |
| 3137FMCW0 | 08/07/19                                          | · · · · · · · · · · · · · · · · · · · |             | FHMS KF63 A                      | NR                   | \$ | 1,042,154.10    |  |  |  |
| 3140LANP6 | 01/01/21                                          | \$ 500,000.00                         |             | FNMA MBS BLLN MULTI 7+           | NR                   | \$ | 398.295.80      |  |  |  |
| 3140LE6E2 | 09/20/22                                          | \$ 500,000.00                         |             | FNMA MBS 2ND LIEN MULT           | NR                   | \$ | 451,084.45      |  |  |  |
| 3140LBB85 | 12/21/23                                          | <u> </u>                              |             | FNMA MBS BLLN MULTI 7+           | NR                   | \$ | 354,422.36      |  |  |  |
| 3136AYEX7 | 09/01/17                                          | ,                                     |             | FNMA REMIC TRUST 2017-83         | NR                   | \$ | 120.890.51      |  |  |  |
| 3136BLET3 | 09/18/23                                          | \$ 500,000.00                         |             | FNR 2022-3EA                     | NR                   | \$ | 351,795.47      |  |  |  |
| 564386TG5 | 02/20/24                                          |                                       |             | MANSFIELD TEX INDPT SCH DIST     | NR                   | \$ | 490,904.75      |  |  |  |
| 187857GD3 | 11/27/23                                          |                                       |             | CLINTON-MACOMB MI PUB LIBR       | NR                   | \$ | 781,641.00      |  |  |  |
| 3617LUUA4 |                                                   | \$ 1,100,000.00                       |             | GNMA HMBS                        | NR                   | \$ | 340,231.78      |  |  |  |
| 38376RB70 | 04/09/20                                          | \$ 1,150,000.00                       | 10/20/66    | GNMA REMIC TRUST 2016-H23        | NR                   | \$ | 491,579.39      |  |  |  |
| 38378BA74 | 08/01/12                                          | \$ 875,000.00                         | 11/16/51    | GNMA REMIC TRUST 2012-100 AC     | NR                   | \$ | 184,408.57      |  |  |  |
| 414108KB5 | 05/15/20                                          | \$ 375,000.00                         | 08/15/36    | HARRIS CO TX FRESH WTR SUPP      | NR                   | \$ | 302,550.00      |  |  |  |
| 64044XCH2 | 05/15/19                                          | \$ 290,000.00                         | 12/15/29    | NEMAHA. CO NE SCH DIST LTD TAX   | NR                   | \$ | 282,013.40      |  |  |  |
| 803770WZ5 | 01/19/23                                          | \$ 1,000,000.00                       | 12/15/43    | SARPY COUNTY NEB SCH DIST NO 037 | NR                   | \$ | 1,004,710.00    |  |  |  |
| 83165BBH4 | 03/01/19                                          |                                       | 08/25/28    | SBA PC VAR QTRLY ADJ             | NR                   | \$ | 264,982.68      |  |  |  |
| 83165BBN1 | 04/18/19                                          |                                       |             | SBA POOL VARIABLE RATE           | NR                   | \$ | 338,990.00      |  |  |  |
| 78443VAG7 | 01/25/07                                          | \$ 1,000,000.00                       | 01/25/42    | SLM STUDENT LOAN TR 2007-1       | NR                   | \$ | 648,211.97      |  |  |  |
| 78443FAF4 |                                                   | \$ 1,000,000.00                       |             | SLM STUDENT LOAN TR 2007-5       | NR                   | \$ | 451,878.64      |  |  |  |
| 878867AF7 |                                                   | \$ 600,000.00                         |             | TECUMSEH NE RFD BDS              | NR                   | \$ | 549,954.00      |  |  |  |
|           | BOOK VALUE                                        | \$24.595.000.00                       | 1, 0 ., 0 . | 1                                | MKT. VALUE           | -  | \$13,699,776.72 |  |  |  |

### PLEDGING ANALYSIS (cont.)

| AUBURN ST         | ATE BANK BALA   | NCES - February 2024 |
|-------------------|-----------------|----------------------|
| Flexible Spending | g #443450       | \$14,211.61          |
| MMG # 457285      | (T/D,Ins.,Rev.) | \$1,082,061.13       |
| MMG #191494       | E,W,WW Rev.     | \$3,772,237.94       |
| SNA #191460       | E,W,WW Rev.     | \$279,502.58         |
|                   |                 | A= 440 040 00        |

\$5,148,013.26

| Bank/CDs <b>Total</b> |                 |
|-----------------------|-----------------|
|                       | \$12,617,672.04 |

| RECAP:       | Original Pledge | Market Value    |
|--------------|-----------------|-----------------|
| F.D.I.C.     | \$250,000.00    | \$250,000.00    |
| Pledges      | \$24,595,000.00 | \$13,699,776.72 |
| Sub-total    | \$24,845,000.00 | \$13,949,776.72 |
| Bank/CDx1.05 | \$13,248,555.64 | \$13,248,555.64 |
| Difference   | \$11,596,444.36 | \$701,221.08    |

Need additional pledge in the amount of = \$00.00
\*\* Transition of CD's from UBT to ASB

| Auburn State Bank C.D.'s -February 2024 |                |  |  |
|-----------------------------------------|----------------|--|--|
|                                         |                |  |  |
| 20089                                   | \$495,844.78   |  |  |
| 20091                                   | \$525,553.43   |  |  |
| 20093                                   | \$890,372.20   |  |  |
| 20097                                   | \$662,575.22   |  |  |
| 20098                                   | \$525,553.43   |  |  |
| 25513                                   | \$759,801.65   |  |  |
| 25514                                   | \$606,786.91   |  |  |
| 25515                                   | \$606,787.15   |  |  |
| 25693                                   | \$205,471.17   |  |  |
| 20133                                   | \$645,212.11   |  |  |
| 20092                                   | \$251,204.32   |  |  |
| 25789                                   | \$227,685.39   |  |  |
| 20094                                   | \$543,088.38   |  |  |
| 20095                                   | \$85,387.27    |  |  |
| 25516                                   | \$438,335.37   |  |  |
|                                         |                |  |  |
|                                         | \$7,469,658.78 |  |  |

| Proof                      |                |
|----------------------------|----------------|
| CD Totals All Institutions | \$8,314,209.18 |

| Union Bank & Tr | Union Bank & Trust Company - February 2024 Pledge Analysis |                |           |                              |            |                |
|-----------------|------------------------------------------------------------|----------------|-----------|------------------------------|------------|----------------|
|                 |                                                            |                |           |                              | RATING-    |                |
| PLEDGE #        | ISSUE DATE                                                 | AMOUNT         | MATURITY  | SECURITY PLEDGED             | SP/Moodys  | 2/29/2024      |
| 91282CCZ2       | 11/17/21                                                   | 310,000.00     | 9/30/2026 | UNITED STATES TREASURY NOTE  |            | \$283,020.39   |
| 38381WT99       | 09/05/19                                                   | 146,416.28     | 07/20/49  | US TREASURER BILL            | AAA        | \$137,298.30   |
| 36179YAT1       | 12/27/23                                                   | 1,000,000.00   |           | GNMA PASS THRU POOL #MA9018M |            | \$982,578.03   |
|                 | BOOK VALUE                                                 | \$1,456,416.28 |           |                              | MKT. VALUE | \$1,402,896.72 |

| BANK BALANCES - February 2024 |                |  |
|-------------------------------|----------------|--|
|                               |                |  |
|                               | \$5,148,013.26 |  |

| Bank/CDs Total  |                |
|-----------------|----------------|
| Barne GBC Total |                |
|                 | \$844,550.40   |
|                 | \$044,550.4U[\ |

| RECAP:       | Original Pledge       | Market Value   |
|--------------|-----------------------|----------------|
| F.D.I.C.     | \$250,000.00          | \$250,000.00   |
| Pledges      | <u>\$1,456,416.28</u> | \$1,402,896.72 |
| Sub-total    | \$1,706,416.28        | \$1,652,896.72 |
| Bank/CDx1.05 | \$886,777.92          | \$886,777.92   |
| Difference   | \$819,638.36          | \$766,118.80   |

Need additional pledge in the amount of = \$0.00

| Union Bank C.D.'s - February 2024 |        |              |
|-----------------------------------|--------|--------------|
|                                   | 972680 | \$554,378.77 |
|                                   | 972687 | 290,171.63   |
|                                   | TOTAL  | \$844,550.40 |
|                                   |        |              |

City of Auburn Check Register - For Board Claims - no signature line
Board of Public Works Check Issue Dates: 3/1/2024 - 3/31/2024

Page: 1 Mar 18, 2024 08:57AM

Report Criteria:

Report type: Summary

| Check Issue Date | Check Number | Payee                                   | Description                                          | Amount    |
|------------------|--------------|-----------------------------------------|------------------------------------------------------|-----------|
| 03/15/2024       | 1020         | Capital One Spark Business              |                                                      | .0        |
| 03/01/2024       | 1021         | Capital One Spark Business              | ENTITY CERTIFICATES                                  | 5,000.00  |
| 03/20/2024       | 49076        | AKRS Equipment Solutions Inc.           | BAR OIL                                              | 36.40     |
| 03/20/2024       | 49077        | Altec Industries Inc                    | UNIT 4 UPPER CONTROLS                                | 3,819.54  |
| 03/20/2024       | 49078        | American Fence Company                  | PO 14921 - WWTP NEW GATES                            | 3,645.22  |
| 03/20/2024       | 49079        | American Recycling & Sanitation         | CONTRACTED AMOUNT                                    | 24,955.25 |
| 03/20/2024       | 49080        | Auburn Design Shop LLC                  | JACKETS                                              | 153.36    |
| 03/20/2024       | 49081        | B 103                                   | COOP AD                                              | 171.00    |
| 03/20/2024       | 49082        | Beard's Salvage                         | 3/16" ANGLE IRON FOR TEST BENCH                      | 69.23     |
| 03/20/2024       | 49083        | Blackburn Manufacturing                 | Quik-Mark Inverted Solvent Paint - Blue APWA - 12/CS | 807.05    |
| 03/20/2024       | 49084        | Board Of Public Works                   | NORTH WELL FIELD                                     | 21,943.78 |
| 03/20/2024       | 49085        | Board Of Public Works - REBATE          | REBATE LED LIGHTS                                    | 192.00    |
| 03/20/2024       | 49086        | Border States Industries Inc            | Polywater Cable Lubricant 2.5GAL -APC PJ-320         | 528.26    |
| 03/20/2024       | 49087        | Brownville Concert Series               | CONCERT SERIES AD2024                                | 55.00     |
| 03/20/2024       | 49088        | Bulldog Auto Supply                     | RUNNING BOARDS FOR UNITS 6, 24, 31                   | 2,220.37  |
| 03/20/2024       | 49089        | Capital Business Systems, Inc           | LANIER COPIER                                        | 445.74    |
| 03/20/2024       | 49090        | Capital One Spark Business              | STENNER TUBE                                         | 7,221.17  |
| 03/20/2024       | 49091        | Caselle Inc                             | CONTRACT SUPPORT                                     | 1,940.00  |
| 03/20/2024       | 49092        | City of Auburn                          | FRANCHISE FEE                                        | 8,113.49  |
| 03/20/2024       | 49093        | County Publications                     | POWER WASHER BIDS                                    | 210.58    |
| 03/20/2024       | 49094        | Credit Information Services             | CREDIT CHECKS                                        | 67.25     |
| 03/20/2024       | 49095        | DHHS State of Nebraska                  | CBOD NH3, TKN TSS                                    | 97.00     |
| 03/20/2024       | 49096        | Dutton-Lainson Company                  | CONFIGURE ITRON MOBILE                               | 40.42     |
| 03/20/2024       | 49097        | · · ·                                   | STRUC TUB & ST PLATE FOR TEST BENCH                  | 158.74    |
| 03/20/2024       | 49098        |                                         | CLEANED UNIT 3 FILTER                                | 19.05     |
| 03/20/2024       | 49099        | Findeis, David                          | REBATE                                               | 400.00    |
| 03/20/2024       |              | Glenn's Corner Market                   | ICE                                                  | 86.53     |
| 03/20/2024       | 49101        | Harold K Scholz Company Inc             | G6 BLOWER FAN METERING SCADA & SERVICE               | 5,676.63  |
| 03/20/2024       | 49102        | Hawkins Inc                             | CHLORINE CYLINDERS                                   | 30.00     |
| 03/20/2024       |              | HOA Solutions Inc                       | SERVICE TICKET 13950                                 | 867.13    |
| 03/20/2024       | 49104        |                                         | MATS                                                 | 3,590.31  |
| 03/20/2024       | 49105        | Johnny's Tire & Battery                 | MOWER TIRE REPAIR                                    | 67.55     |
| 03/20/2024       |              | Kansas Municipal Utilities              | CDL/ELDT INSTRUCTOR CERTIFICATION CLASS              | 1,050.00  |
| 03/20/2024       | 49107        |                                         | Well #3 Pump Pull Service                            | 9,935.00  |
| 03/20/2024       |              | LifeGuard MD, Inc.                      | BATTERY PAD AED                                      | 255.60    |
| 03/20/2024       |              | Lincoln Winwater                        | VALVE - DUAL CHECK 3/4 IN                            | 1,392.31  |
| 03/20/2024       | 49110        | Lynch's Hardware & Gifts                | HOSE CONNECTION                                      | 57.34     |
| 03/20/2024       |              | Matheson Tri-Gas Inc                    | HUNTSMAN HEADGEAR                                    | 118.86    |
| 03/20/2024       |              | Metering and Technology Solutions       | WATER METER - ERT REGISTER CABLE 5 FT                | 484.18    |
| 03/20/2024       |              | Mid America Testing and Supply LLC      | RUBBER GOODS TESTING & REPLACEMENTS                  | 1,337.36  |
| 03/20/2024       |              | Mid-lowa Solid Waste Equipment Co Inc   | PN 620-0187 - Hyrdaulic Cylinder                     | 662.88    |
| 03/20/2024       |              | Mike's Window Service                   | WINDOW CLEANING                                      | 46.32     |
| 03/20/2024       |              | Morrissey, Teresa                       | MEAL WHILE TRAVEL                                    | 600.00    |
| 03/20/2024       |              | Municipal Supply of NE Inc              | VALVE - 1/2 IN SAMPLING BIB                          | 610.59    |
| 03/20/2024       |              | Nebraska Dept of Environment and Energy | WATER OPERATOR LICENSE -COATNEY                      | 230.00    |
| 03/20/2024       | 49119        | Nebraska Rural Water                    | GRADE 6 BACKFLOW CROSS-CONNECTION COURSE             | 1,500.00  |
| 03/20/2024       |              | Northern Safety Co Inc                  | 3551 - Safety Lens Cleaning Wipes C-Clear Anti-Fog   | 22.83     |
| 03/20/2024       |              | One Call Concepts Inc                   | LOCATES                                              | 117.11    |
|                  |              | '                                       | SAFETY BOOTS - BOGDANOFF                             | 175.00    |
| 03/20/2024       |              | Petty Cash Pinpoint Auburn, Inc         | CHARGES 3/01/204-3/31/2024                           |           |
| 03/20/2024       |              | '                                       |                                                      | 436.50    |
| 03/20/2024       |              | PIP Marketing Signs & Print             | STATEMENTS                                           | 5,708.89  |
| 03/20/2024       |              | Sack Lumber Company                     | 4D BOX NAIL 1LB                                      | 345.74    |
| 03/20/2024       |              | Safety-Kleen Systems Inc                | MERCURY BULB                                         | 679.45    |
| 03/20/2024       |              | SECUR-SERV                              | BACKUP MANAGEMENT                                    | 11,114.16 |
| 03/20/2024       | 49128        | Sunbelt Solomon Services, LLC.          | 70-414-700 - Pole Mount Brackets                     | 3,322.81  |

Agenda Item #18

City of Auburn Check Register - For Board Claims - no signature line Page: 2
Board of Public Works Check Issue Dates: 3/1/2024 - 3/31/2024 Mar 18, 2024 08:57AM

| Check Issue Date | Check Number | Payee                             | Description                                           | Amount     |
|------------------|--------------|-----------------------------------|-------------------------------------------------------|------------|
| 03/20/2024       | 49129        | Tony Hector Backhoe & Trenching   | STRAIGHT METER CONNECTIONS                            | 35.84      |
| 03/20/2024       | 49130        | United States Postal Service      | POSTAGE                                               | 4,000.00   |
| 03/20/2024       | 49131        | US Cellular                       | MONTHLY SERVICE CHG - 2-10-2024-3-09-2024             | 858.31     |
| 03/20/2024       | 49132        | Vermeer Equipment of Nebraska Inc | PN 160981001 - Infeed Chute Curtain                   | 159.54     |
| 03/20/2024       | 49133        | Village of Brownville             | WATER                                                 | 7,271.97   |
| 03/20/2024       | 49134        | Village of Nemaha                 | GARBAGE                                               | 4,616.30   |
| 03/20/2024       | 49135        | Water Engineering Inc             | MONTHLY AGREEMENT                                     | 432.11     |
| 03/20/2024       | 49136        | Wesco Distribution Inc            | FUSE - S & C FITALL 25 AMP                            | 836.03     |
| 03/20/2024       | 49137        | Western Area Power Administration | ENERGY- FEB 2024                                      | 30,946.21  |
| 03/20/2024       | 49138        | Zoro Tools Inc                    | 1486E12 - N4/12 Wiring Trough, 8 x 8 x 12, Steel/Gray | 387.89     |
| Grand Totals     | s:           |                                   |                                                       | 182,375.18 |

Report Criteria:

Report type: Summary

 Board of Public Works
 Check Register - Summary
 Page: 1

 Report Dates: 03/01/2024 - 03/31/2024
 Mar 18, 2024 8:59AM

| Check Number | Check Issue Date | Payee            | Amount |
|--------------|------------------|------------------|--------|
| 49139        | 03/20/2024       | Aguilar, Ida     | 200.24 |
| 49140        | 03/20/2024       | Conner, Brian    | 55.01  |
| 49141        | 03/20/2024       | Graham, Devon    | 40.25  |
| 49142        | 03/20/2024       | Teeman, Brittney | 169.17 |
| Grand Tota   | als:             |                  | 464.67 |

| Checks Written Nee        | d Ratified |
|---------------------------|------------|
| AFLAC                     | 271.16     |
| Ameritas                  | 6,871.77   |
| ASB                       | 400.00     |
| Assurity                  | 102.79     |
| BCBS                      | 18,962.06  |
| Black Hills Energy        | 132.60     |
| Chase Paymentech          | 1,778.56   |
| Constellation Energy      | 12.43      |
| DIRECT DEPOSIT TOTAL      | 50,092.70  |
| Guardian Life             | 1,705.70   |
| IBEW 1536                 | 708.50     |
| IRS                       | 18,760.11  |
| Mid-American Benefits Inc | 3,504.77   |
| Mutual of Omaha           | 374.26     |
| NDOR W/H                  | 7,075.01   |
| NE Dept of Revenue        | 33,699.21  |
| NPPD                      | 268,996.17 |
| Quadient                  | 227.77     |
| Southwest Power Pool      | 33,613.48  |
| The Principal Group       | 1,552.31   |
| United Parcel Service     | 1,378.32   |
| Verizon Wireless          | 138.55     |
| WEX Fleet Universal       | 2,043.72   |
| Windstream                | 166.18     |
| Xpress Bill Pay           | 590.24     |
|                           | 453,158.37 |

| Claims by  | / Fund     |
|------------|------------|
| Electric   | 63,307.28  |
| Water      | 45,431.89  |
| Wastewater | 37,257.25  |
| Garbage    | 4,616.30   |
| Villages   | 32,227.22  |
|            | 182,839.94 |

## March Claims Transfer Request - ASB Money Market to Checking

| Vendor Claims                 | 182,839.94   | <b>Prior Month ACH Claims</b> | 453,158.37 |
|-------------------------------|--------------|-------------------------------|------------|
| Prior Month ACH Claims        | 453,158.37   | AFLAC                         | 271.16     |
| Payroll                       | 100,000.00   | Ameritas                      | 6,871.77   |
|                               |              | ASB                           | 400.00     |
| Payments                      | 735,998.31   | Assurity                      | 102.79     |
|                               |              | BCBS                          | 18,962.06  |
|                               |              | Black Hills Energy            | 132.60     |
|                               |              | Chase Paymentech              | 1,778.56   |
| Bank Balance Checking 2/29/20 | 279,502.58   | Constellation Energy          | 12.43      |
| O/S Checks & ACH              | 116,588.72   | DIRECT DEPOSIT TOTAL          | 50,092.70  |
| O/S Deposits - 191460         | 86,308.30    | Guardian Life                 | 1,705.70   |
|                               |              | IBEW 1536                     | 708.50     |
|                               | 249,222.16   | IRS                           | 18,760.11  |
|                               |              | Mid-American Benefits Inc     | 3,504.77   |
| Payments - Balance            | (486,776.15) | Mutual of Omaha               | 374.26     |
|                               |              | NDOR W/H                      | 7,075.01   |
| Operational Transfer Request  | 585,000.00   | NE Dept of Revenue            | 33,699.21  |
|                               |              | NPPD                          | 268,996.17 |
| Estimated Ending Balance      | 98,223.85    | Quadient                      | 227.77     |
|                               |              | Southwest Power Pool          | 33,613.48  |
|                               |              | The Principal Group           | 1,552.31   |
|                               |              | United Parcel Service         | 1,378.32   |
|                               |              | Verizon Wireless              | 138.55     |
|                               |              | WEX Fleet Universal           | 2,043.72   |
|                               |              | Windstream                    | 166.18     |
|                               |              | Xpress Bill Pay               | 590.24     |

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

|              |            |            |           | Street Lights |             |
|--------------|------------|------------|-----------|---------------|-------------|
| Month        | Labor      | Equipment  | Materials | Utility Bill  | Total       |
| January      | 7,555.56   | 2,300.00   | -986.35   | 2,389.87      | 11,259.08   |
| February     | 1,932.60   | 735.00     | 874.61    | 2,344.56      | 5,886.77    |
| March        |            |            |           |               | 0.00        |
| April        |            |            |           |               | 0.00        |
| May          |            |            |           |               | 0.00        |
| June         |            |            |           |               | 0.00        |
| July         |            |            |           |               | 0.00        |
| August       |            |            |           |               | 0.00        |
| September    |            |            |           |               | 0.00        |
| October      |            |            |           |               | 0.00        |
| November     |            |            |           |               | 0.00        |
| December     |            |            |           |               | 0.00        |
| Grand Totals | \$9,488.16 | \$3,035.00 | -\$111.74 | \$4,734.43    | \$17,145.85 |

| -                     |                                                          | Agenda Item #18      |
|-----------------------|----------------------------------------------------------|----------------------|
| City of Auburn        | Task and Activity Report - Task Hours for Board Meetings | Page: 1              |
| Board of Public Works | Report Dates: 2/1/2024 - 2/29/2024                       | Mar 15, 2024 03:58PM |

| Activity   |                                 | Task   | Task  |      |          |
|------------|---------------------------------|--------|-------|------|----------|
| Code       | Activity Description            | Number | Title | Date | Hours    |
| Total Acti | vity: 100 Regular:              |        |       |      | 3,007.85 |
| Total Acti | vity: 200 Overtime:             |        |       |      | 114.00   |
| Total Acti | vity: 300 Vacation:             |        |       |      | 220.75   |
| Total Acti | vity: 401 Sick:                 |        |       |      | 215.15   |
| Total Acti | vity: 810 Peru - Regular:       |        |       |      | 23.50    |
| Total Acti | vity: 811 Peru - Overtime:      |        |       |      | 2.00     |
| Total Acti | vity: 812 Nemaha - Regular:     |        |       |      | 12.75    |
| Total Acti | vity: 814 Brownville - Regular: |        |       |      | 1.00     |
| Total Acti | vity: 820 Johnson - Regular:    |        |       |      | 3.50     |
| Total Acti | vity: 827 Peru - CTE:           |        |       |      | 4.00     |
| Total Acti | vity: 901 Comp Time Used:       |        |       |      | 54.50    |
| Total Acti | vity: 902 Comp Time Earned:     |        |       |      | 7.00     |
| Grand To   | otals:                          |        |       |      | 3,666.00 |

## Village of Brownville

|                         |        |        |      | 2024 | Costs Incu | rred and Bi | lled |      |      |      |      |      |        |
|-------------------------|--------|--------|------|------|------------|-------------|------|------|------|------|------|------|--------|
|                         | Jan    | Feb    | Mar  | Apr  | May        | Jun         | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  | YTD    |
| Labor for Billing       | 250.00 | 250.00 |      |      |            |             |      |      |      |      |      |      | 500.00 |
| Billing Charge per Bill | 58.00  | 58.00  |      |      |            |             |      |      |      |      |      |      | 116.00 |
| Verizon SCADA           |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Shipping Samples        |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Mileage                 |        | 13.67  |      |      |            |             |      |      |      |      |      |      | 13.67  |
| Materials               |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Credit                  |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Water Meters            |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Meals                   |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor - Electric REG    |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor - Elec OT         |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor- Water REG        |        | 50.00  |      |      |            |             |      |      |      |      |      |      | 50.00  |
| Labor- WW REG           |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor- Admin REG        |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor - Water OT        |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor - WW OT           |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor - HOLDBL          |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Equipment               |        |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Monthly Totals          | 308.00 | 371.67 | 0.00 | 0.00 | 0.00       | 0.00        | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 679.67 |

### Village of Johnson

|                      |      |        |      | 2024 | Costs Incu | rred and Bi | lled |      |      |      |      |      |        |
|----------------------|------|--------|------|------|------------|-------------|------|------|------|------|------|------|--------|
|                      | Jan  | Feb    | Mar  | Apr  | May        | Jun         | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  | YTD    |
| Shipping Samples     |      |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Mileage              |      | 32.16  |      |      |            |             |      |      |      |      |      |      | 32.16  |
| Materials            |      |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Water Meters         |      |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Meals                |      |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor - Electric REG |      | 175.00 |      |      |            |             |      |      |      |      |      |      | 175.00 |
| Labor- Water REG     |      |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor- WW REG        |      |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor- Admin REG     |      |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor - Water OT     |      |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor - WW OT        |      |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Labor - HOLDBL       |      |        |      |      |            |             |      |      |      |      |      |      | 0.00   |
| Equipment            |      | 350.00 |      |      |            |             |      |      |      |      |      |      | 350.00 |
| Monthly Totals       | 0.00 | 557.16 | 0.00 | 0.00 | 0.00       | 0.00        | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 557.16 |

### Village of Nemaha

|                         |          |          |      | 2024 | Costs Incu | rred and Bi | lled |      |      |      |      |      |          |
|-------------------------|----------|----------|------|------|------------|-------------|------|------|------|------|------|------|----------|
|                         | Jan      | Feb      | Mar  | Apr  | May        | Jun         | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  | YTD      |
| Labor for Billing       | 200.00   | 200.00   |      |      |            |             |      |      |      |      |      |      | 400.00   |
| Billing Charge per Bill | 50.00    | 50.00    |      |      |            |             |      |      |      |      |      |      | 100.00   |
| Verizon SCADA           | 40.01    | 40.01    |      |      |            |             |      |      |      |      |      |      |          |
| Shipping Samples        | 12.36    |          |      |      |            |             |      |      |      |      |      |      | 12.36    |
| Mileage                 | 130.32   | 149.75   |      |      |            |             |      |      |      |      |      |      | 280.07   |
| Materials               |          | 17.03    |      |      |            |             |      |      |      |      |      |      | 17.03    |
| Water Meters            |          | 347.08   |      |      |            |             |      |      |      |      |      |      | 347.08   |
| Meals                   |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Labor - Elec REG        |          |          |      |      |            |             |      |      |      |      |      |      |          |
| Labor- Water REG        | 450.00   | 712.50   |      |      |            |             |      |      |      |      |      |      | 1,162.50 |
| Labor- WW REG           | 25.00    | 25.00    |      |      |            |             |      |      |      |      |      |      | 50.00    |
| Labor- Admin REG        | 100.00   | 100.00   |      |      |            |             |      |      |      |      |      |      | 200.00   |
| Labor - Water OT        | 150.00   |          |      |      |            |             |      |      |      |      |      |      | 150.00   |
| Labor - WW OT           |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Labor - HOLDBL          |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Equipment               |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Monthly Totals          | 1,157.69 | 1,641.37 | 0.00 | 0.00 | 0.00       | 0.00        | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,719.04 |

### City of Peru

|                      |          |          |      | 2024 | Costs Incu | rred and Bi | lled |      |      |      |      |      |          |
|----------------------|----------|----------|------|------|------------|-------------|------|------|------|------|------|------|----------|
|                      | Jan      | Feb      | Mar  | Apr  | May        | Jun         | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  | YTD      |
| Verizon SCADA        | 99.23    | 98.54    |      |      |            |             |      |      |      |      |      |      | 197.77   |
| Shipping Samples     | 24.72    |          |      |      |            |             |      |      |      |      |      |      | 24.72    |
| Mileage              | 458.48   | 284.35   |      |      |            |             |      |      |      |      |      |      | 742.83   |
| Materials            |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Water Meters         |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Bulk Water           |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Meals                |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Finance Fees         |          |          |      |      |            |             |      |      |      |      |      |      |          |
| Labor- Water REG     | 2,387.50 | 1,475.00 |      |      |            |             |      |      |      |      |      |      | 3,862.50 |
| Labor- WW REG        |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Labor- Admin REG     | 350.00   | 350.00   |      |      |            |             |      |      |      |      |      |      | 700.00   |
| Labor - Water OT/CTE | 1,500.00 | 450.00   |      |      |            |             |      |      |      |      |      |      | 1,950.00 |
| Labor - WW OT        |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Labor - HOLDBL       |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Equipment            |          |          |      |      |            |             |      |      |      |      |      |      | 0.00     |
| Monthly Totals       | 4,819.93 | 2,657.89 | 0.00 | 0.00 | 0.00       | 0.00        | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,477.82 |