# WAHOO CITY COUNCIL AGENDA
## Tuesday, October 28, 2025 - 7:00 PM
## Wahoo Public Library, 637 N Maple St, Wahoo, NE 68066

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Wahoo meet on the second and fourth Tuesdays of each month at the Wahoo Public Library, 637 N Maple Street Wahoo, Nebraska, at 7:00 p.m. Notice of special meetings shall be given by posting a notice thereof on the bulletin board in City Hall, U.S. Post Office, and FirstBank of Nebraska, at least 24 hours before the special meeting. All Council meetings are open to the public and the agenda, which is kept continually current, is available for public inspection at the office of the City Clerk at City Hall during normal business hours.

Individuals requiring physical or sensory accommodations, individual interpreter service, Braille, large print or recorded material, please contact the ADA Coordinator at City Hall, 605 North Broadway, Wahoo, Nebraska, 68066, telephone 402-443-3222 as far in advance as possible, but no later than 48 hours before the scheduled event.

{{Name: Agenda Item Name}}

**Pledge of Allegiance**

**Announcement of the Open Meetings Act**

**Call to order and roll call**

**Proclamation**

1. Reminder that the next City Council meeting will be on November 13 instead of November 11 in observation of Veteran's Day.

**Audience comments on items not listed on the agenda**

**Department head reports**

1. City Administrator's Report

**Consent Agenda**

1. Acceptance of excused absence of Mayor or Council member(s)

2. Approval of the October 14, 2025 minutes of the City Council

3. Approval of the Mayor's appointment of John Miyoshi to the Planning Commission term ending July 2028.

4. Approval of claims

**Public hearing and associated action items**

**Action items not requiring a public hearing**

1. Approval of temporary stop signs at the intersection of 4th and Beech

2. Approval of Garbage Haulers

3. Approval of the 2026 Wholesale Power Contract with Nebraska Public Power District

4. Approval of the Capacity Purchase Agreement with Nebraska Public Power Distract

5. Consideration of an application for a waiver to the downtown sidewalk requirements for Market Suites to allow for steps within the public right of way

6. Consideration of a waiver for Market Suites for a 4-foot encroachment into the public right of way along Beech Street to allow for landscaping

**Mayor's comments on items not listed on the agenda**

**Council Comments on items not listed on the agenda**

**Adjourn**

**Upcoming planned meeting dates and agenda deadlines**

# City Administrator's Report to the Council
# October 28, 2025

Meetings/Trainings Attended:

- Sept 24-26 – Attended League of Nebraska Municipalities Annual Conference in Lincoln
- Sept 29 – Attended preliminary plat review meeting for Dry Run Commons with Development Committee comprised of BPW reps, City Council reps, and Planning Commission reps
- Oct 1 – Attended GWDF
- Oct 1 – Presented to the Academic Planning Committee of University of Nebraska Lincoln on the value of saving the Community and Regional Planning Program at UNL (one of 8 panel participants)
- Oct 3 – Meeting with NEMA for project closeout on the May 2024 flooding disaster
- Oct 13 – Meeting with Marsh Mclennan Agency on City of Wahoo insurance benefits for 2026
- Oct 14 – Meeting with the IT Committee of the Saunders County Supervisors regarding the records management system of the County (for law enforcement) and the City's utilization of their hard drive for Wahoo Police Dept records
- Oct 14 – Development Committee (Ryan, Travis, Theresa, Melissa) with developer interested in affordable housing in Wahoo
- Oct 14 – Meeting with Ryan, Kevin, and Clint Simmons from LARM to discuss strategic ways to reduce our annual premiums
- Oct 16 – Met with reps from NDED, along with Theresa and Ryan, regarding Manufacturing month in Nebraska. Result was the info piece on NDED's website: https://opportunity.nebraska.gov/from-steelwork-to-smoked-meat-wahoo-shows-the-growth-of-nebraska-manufacturing/
- Various dates – meetings with SENDD representatives regarding Affordable Housing Trust Funds
- Oct 20-24 – Vacation
- Oct 27 – Meeting with County Supervisor representatives, NDOT iHUB representatives, and Mayor Johnson regarding potential funding opportunities for 15th Street and Expressway intersection, County Road L improvements, and 15th Street Improvements
- Oct 28 – Staff training regarding high-quality conflict resolution

Upcoming Meetings/Events

- Oct 30 – Quarterly Retirement Meeting
- Oct 31 – City Hall closing at 4:00
- Nov 3 – Board of Adjustments Meeting at City Hall at 6:00
- Nov 5 – Planning Commission Meeting at City Hall at 7:00 (Wednesday)
- Nov 7 – NCMA Leadership Retreat in Kearney (cost covered by NCMA)
- Nov 11 – City Hall closed
- Nov 13 – City Council meeting

Status Update on Projects

- Wilmer Ridge – Remaining items are final warranty agreements and project closeout. Final warranty agreement for extended warranty – 2 years on the replaced areas, and 4-years on the unreplaced areas is on the agenda for November 13 for the Council's approval and authorization to sign.
- City Facilities – A detailed update will be provided at the next City Council meeting.
- May 2024 Flooding Disaster. Project closeout completed.
- March 2025 Snow Storm Disaster. Continue to work with our PDMG (Program Delivery Manager) to review submittals for the storm event. We have a weekly calendared meeting where we address questions or concerns about the process, or items submitted. Category F – which is electrical work – is estimated to be a small project, falling at a total cost of just under $1,000,000. Category A – which is debris management – is estimated to be a small project with a total cost of approximately $20,000.
- CDBG Grant Application – No word on the CDBG Planning Grant application. We proceeded with sending out an RFP to various consultants, which is due December 2, 2025, and award is contingent on receipt of the grant. I wanted to have this part completed so if we are successful in the grant application, we can begin work right away.

- Elm Street Cul-de-sac – Construction has started on extension of water, sewer, and paving at the north end of Elm Street. The cost of this is being covered by the developer and will create access to at least two additional building lots.

Other things going on…

- Buffy Baker and I met with reps from Marsh Mclennan regarding the City's insurance benefits for employees. Medica suggested a 2% increase in our premiums for health insurance and staff from Marsh pushed for a 0% increase which was granted. Dental coverage, which is provided by Principal, offered a 7% increase in premiums. Our budget number was 10%, so we are under budget. They indicated this increase in dental premiums is something they are seeing across the board. Employee benefit meetings have been scheduled for November 13 at the Wahoo Library, and we will have approval of the renewal information on the Council agenda our first meeting in November.
- At the NCMA meeting held at the League Annual Conference in September I was elected to the Secretary/Treasurer position for NCMA (Nebraska City-County Managers Association). This is a multi-year term with advancing leadership roles: Secretary/Treasurer, Vice President, President Elect, President, Past President. During the term as President Elect, I will be responsible for hosting/organizing the NCMA Annual Conference the end of June. I look forward to serving my peers in these roles. (Current communities represented on the leadership team include Wayne, Hickman, McCook, and Papillion). A leadership retreat is scheduled in Kearney the end of next week.
- The Wahoo Airport was successful in securing a State Aid grant to help cover the cost of taxiway improvements. The area to be improved is the worst area on the airport, and grades at a poor condition in the annual pavement assessment report. This project, as well as the hangar project currently under design, will be scheduled for construction beginning next summer. The hangar project includes 3 t-hangar spaces and 1 larger box hangar for a single larger aircraft. The airport continues to have a very long waiting list for t-hangars.
- Over the past couple months we have kicked off a project to provide our field employees with tablets, access to direct email accounts, and connections to our work order management system through Caselle. In addition, we have terminated our contract with gWorks, which has been our asset management application for approximately 6 years, to an Esri-based solution, which is an industry standard. This was expected when we started with gWorks, as we have added to our asset attributes and now have a full-time employee dedicated to keeping this information current. Supplying our employees with tablets gives them the power to refine the information contained in our asset management solution. In addition, we are switching from our current call-out structure for emergency calls, to one that is all voice-over internet and does not rely on Saunders County Dispatch for forwarding calls. If you hear complaints or comments from the public about our responses, we need to know this, so please let Ryan or I know, or have the customer/constituent contact us directly

October 28, 2025

TO: Mayor and Council

FROM: Melissa Harrell, City Administrator

RE: Housing Trust Funds

As I presented to you recently, the City of Wahoo was successful in getting a grant for affordable housing trust funds in a competitive grant process. Southeast Nebraska Affordable Housing Council (SENAHC) submitted the application on our behalf last spring.

The information shown below is from the 9/19/2025 press release on NDED's website.

The Nebraska Department of Economic Development (DED) is pleased to announce the recipients of $10.18 million in awards under the 2025 application cycle of the Nebraska Affordable Housing Trust Fund (NAHTF).

The Nebraska Affordable Housing Trust Fund (NAHTF) was established by the Nebraska Legislature in 1996 through the Nebraska Affordable Housing Act. Enacted to address Nebraska's affordable housing needs, the Act calls for a portion of the documentary stamp tax from Nebraska real estate transactions to be transferred to the NAHTF. DED administers the fund to support the development of quality, affordable housing across the state. Having a ready supply of reasonably priced housing helps communities recruit new families, attract businesses, and ensure residents at all income levels can enjoy the Good Life.

The NAHTF program assists local units of government, public housing authorities, community action agencies, nonprofit organizations, and for-profits working in partnership with one of these entities. NAHTF dollars may be applied to support a variety of housing-related projects, including the construction of new units and rehabilitation of a community's existing housing stock. The program also supports first-time homebuyers through direct homebuyer assistance such as down-payment and closing costs.

The NAHTF application cycle for 2025 was highly competitive. DED received 55 full applications, requesting a total of $29,479,816.

Today's awards will assist 22 individual projects and support the development of at least 296 housing units. Projects include new home construction, construction of new rental housing, rehabilitation of existing structures, and homebuyer assistance.

"Nebraska is a national leader in homebuilding and housing affordability, and NAHTF makes a vital contribution to this success," said DED Interim Director Maureen Larsen. "This year's NAHTF funding cycle attracted outstanding applications. Congratulations to the program's 2025 awardees! Thank you to the additional organizations that, while not awarded this round, are doing praiseworthy work to develop high-quality housing for Nebraskans."

Awards from the 2025 NAHTF application cycle are listed below. All award amounts are subject to a contract review and final underwriting process. For more information about the program, including how to apply, visit https://opportunity.nebraska.gov/programs/housing/nahtf.

| | | | | | |
|---|---|---|---|---|---|
| Southeast Nebraska Affordable Housing Council | CD2 | City of Wahoo | New Construction | Homebuyer | $586,875 |

An obligation of this program is that the community contribute a cash match of $75,000. We provided just over $20,000 of this match in our action of obligating the housing rehab loan fund repayments towards this program.

NDED has placed some strict guidelines on this program to ensure that the funds are utilized as anticipated and that projects get off the ground very quickly. We originally spoke with Community Action Partners about property located in the Chestnut Neighborhood North area, but have also spoken with JEO Investments about their property. We need six lots to be committed to this project, as well as the remaining $55,000 local match. The conversation about lots is in the works, but it is essentially not necessary if we cannot fund the local match needed for this grant.

My question for the Council is this: Do you want to commit keno funds to complete the balance of matching funds needed for this? Does this qualify for community betterment?

| | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|---|
| Beginning FY Balance | $ 68,989.05 | $ 90,656.99 | $ 150,115.01 | $ 171,688.34 |
| Keno Proceeds | $ 26,457.88 | $ 74,587.30 | $ 33,756.81 | $ 35,000.00 |
| Interest | $ 38.06 | $ 102.72 | $ 162.23 | $ 150.00 |
| Keno Expenses | $ (4,828.00) | $ (15,232.00) | $ (12,345.71) | $ (10,000.00) |
| Community Betterment Expenses | $ - | $ - | $ - | $ (40,000.00) |
| Ending FY Balance | $ 90,656.99 | $ 150,115.01 | $ 171,688.34 | $ 156,838.34 |
| | | | | |
| | | | | |
| | | | Budgeted items for FY 2025-26 | |
| | | | Match for DTR Planning Grant | $ 10,000.00 |
| | | | Equipment for Parks | $ 30,000.00 |
| | | | | |

City of Wahoo contribution:

$20,000 – reuse of housing rehab funds

$55,000 – keno – community betterment funds

Grant amount:

$586,875 – Nebraska Housing Trust Funds

Goal: Getting 6 homes constructed and sold to eligible buyers (120% AMI). Pricing of the home cannot exceed 95% of the median purchase price for the area (2023 data that is $325,000). These numbers are determined by HUD and vary by location and type of housing. For Saunders County in 2025, 120% LMI =

| Household Size→ County/Metropolititan Statistical Area (MSA)↓ | 1 Person(s) | 2 Person(s) | 3 Person(s) | 4 Person(s) | 5 Person(s) | 6 Person(s) | 7 Person(s) | 8 Person(s) |
|---|---|---|---|---|---|---|---|---|
| Saline County, NE | $ 80,700 | $ 92,250 | $ 103,800 | $ 115,300 | $ 124,550 | $ 133,750 | $ 143,000 | $ 152,200 |
| Saunders County, NE HUD Metro FMR Area[c] | $ 99,300 | $ 113,450 | $ 127,650 | $ 141,850 | $ 153,200 | $ 164,550 | $ 175,900 | $ 187,250 |
| Scotts Bluff County, NE | $ 76,350 | $ 87,250 | $ 98,150 | $ 109,100 | $ 117,800 | $ 126,550 | $ 135,250 | $ 144,000 |



2 BEECH STREET PERSPECTIVE



1 NORTHEAST PERSPECTIVE




3 5TH STREET PERSPECTIVE

# MARKET SUITES APARMENTS / BLDG A
# PERMIT & CONSTRUCTION DOCUMENTS
# SEPTEMBER 04, 2025



## RENDERING

## PROJECT ADDRESS

247 E 5TH ST
WAHOO, NE 68066

## VICINITY PLAN




## ARCHITECTURE AND ENGINEERING TEAM CONSULTANTS

### ARCHITECT

**FIRM INFORMATION**
ANDREW CONZETT ARCHITECTURE LLC
*CoA: CA4807*

15522 PINE STREET
OMAHA, NE 68144
P (402) 676 8355
E andrew@conzettarchitecture.com

### CIVIL ENGINEER

**FIRM INFORMATION**
SEH INC

15750 W DODGE RD SUITE 304
OMAHA, NE 68118
P (402) 480 4096

### STRUCTURAL ENGINEER

**FIRM INFORMATION**
PERFORMANCE ENGINEERING
CoA: CA2455

11811 FORT STREET, SUITE 104
OMAHA, NE 68144
P (402) 343 3960
E [illegible]

### MECHANICAL ENGINEER

**FIRM INFORMATION**
ADVANCED ENGINEERING SYSTEMS
CoA: CA1800

4630 ANTELOPE CREEK RD # 200
LINCOLN, NE 68506
P (402) 488 0075
E JEREMY.WAGENER@A-E-SYS.COM

### ELECTRICAL ENGINEER

**FIRM INFORMATION**
ADVANCED ENGINEERING SYSTEMS
CoA: CA1800

4630 ANTELOPE CREEK RD # 200
LINCOLN, NE 68506
P (402) 488 0075
E ROCK.LAMB@A-E-SYS.COM

## GENERAL


G1.0 COVER SHEET
G1.1 GENERAL INFORMATION, NOTES & SPECIFICATIONS
G1.2 ACCESSIBILITY GUIDELINES
G1.3 WALL TYPES & ASSEMBLIES

CP1.0 BLDG A - CODE PLANS & INFO


## CIVIL


C.1 SITE PLAN
C.2 REMOVAL PLAN
C.3 GRADING PLAN
C.4 UTILITY PLAN
C.5 EROSION CONTROL PLAN
C.6 SPOT ELEVATIONS
C.7 SPOT ELEVATIONS
C.8 PAVING PLAN
C.9 PAVING PLAN
C.10 DETAILS
C.11 DETAILS
C.12 CONSTRUCTION NOTES


## ARCHITECTURAL


A1.1 BLDG A - FIRST LEVEL FLOOR PLAN
A1.2 BLDG A - SECOND LEVEL FLOOR PLAN
A1.3 BLDG A - THIRD LEVEL FLOOR PLAN
A1.4 BLDG A - ROOF PLAN
A2.1 BLDG A - BUILDING ELEVATIONS
A3.1 BLDG A - BUILDING SECTIONS
A3.2 BLDG A - WALL SECTIONS
A3.3 BLDG A - WALL SECTIONS
A3.4 BLDG A - WALL SECTIONS
A3.5 BLDG A - WALL SECTIONS
A3.6 BLDG A - WALL SECTION DETAILS
A3.7 BLDG A - WALL SECTION DETAILS
A4.1 BLDG A - STAIR SECTION & DETAILS
A5.1 BLDG A - BUILDING DETAILS
A6.1 BLDG A - DOOR SCHEDULE & DETAILS
A6.2 BLDG A - WINDOW TYPES & DETAILS
A7.1 BLDG A - FIRST LEVEL RCP
A7.2 BLDG A - SECOND LEVEL RCP
A7.3 BLDG A - THIRD LEVEL RCP
A8.1 BLDG A - ENLARGED FLOOR PLANS - UNIT A
A8.2 BLDG A - ENLARGED FLOOR PLANS - UNIT B1
A8.3 BLDG A - ENLARGED FLOOR PLANS - UNIT B2
A8.4 BLDG A - ENLARGED FLOOR PLANS - UNIT B3
A8.5 BLDG A - ENLARGED FLOOR PLANS - UNIT C
A8.6 BLDG A - ENLARGED FLOOR PLANS - UNIT D1
A8.7 BLDG A - ENLARGED FLOOR PLANS - UNIT D2
A8.8 BLDG A - ENLARGED FLOOR PLANS - UNIT E
A8.9 BLDG A - ENLARGED FLOOR PLANS - UNIT F
A8.10 BLDG A - ENLARGED PLANS & INTERIOR ELEVATIONS
A9.1 BLDG A - INTERIOR FINISHES


## STRUCTURAL


S1.1 BLDG A - FOUNDATION PLAN
S2.1 BLDG A - FLOOR FRAMING PLAN -
S2.2 BLDG A - FLOOR FRAMING PLAN -
S2.3 BLDG A - ROOF FRAMING PLAN
S3.0 GENERAL STRUCTURAL NOTES AN
S3.1 FOUNDATION DETAILS
S3.2 FRAMING DETAILS
S3.3 FRAMING DETAILS


## MECHANICAL


F0.0 GENERAL PROJECT NOTES & SYMB
F1.1 FIRST FLOOR - FIRE PROTECTION

P0.0 BLDG A - GENERAL PROJECT INFORMATION - PLUMBING
P1.1A BLDG A - FIRST LEVEL FLOOR PLAN - SANITARY
P1.1B BLDG A - FIRST LEVEL FLOOR PLAN - DOMESTIC
P1.2 BLDG A - SECOND FLOOR PLAN - PLUMBING
P1.3 BLDG A - THIRD LEVEL FLOOR PLAN - PLUMBING
P1.4 BLDG A - ROOF PLAN - PLUMBING
P2.1 BLDG A - ENLARGED PLANS - PLUMBING
P2.2 BLDG A - ENLARGED PLANS - PLUMBING
P3.1 BLDG A - DETAILS - PLUMBING
P3.2 BLDG A - RISERS - PLUMBING
P4.1 BLDG A - SCHEDULES - PLUMBING

M0.0 BLDG A - GENERAL PROJECT NOTES & SYMBOLS - HVAC
M1.1 BLDG A - FIRST LEVEL FLOOR PLAN - HVAC
M1.2 BLDG A - SECOND LEVEL FLOOR PLAN - HVAC
M1.3 BLDG A - THIRD LEVEL FLOOR PLAN - HVAC
M1.4 BLDG A - ROOF PLAN - HVAC
M2.1 BLDG A - ENLARGED PLANS - HVAC
M2.2 BLDG A - ENLARGED PLANS - HVAC
M3.1 BLDG A - DETAILS - HVAC
M4.1 BLDG A - SCHEDULES - HVAC


## ELECTRICAL


E0.0 GENERAL PROJECT NOTES & SYMBOLS - ELECTRICAL
E0.1 BLDG A - SITE PLAN - ELECTRICAL
E1.1 BLDG A - FIRST LEVEL FLOOR PLAN - LIGHTING
E1.2 BLDG A - SECOND LEVEL FLOOR PLAN - LIGHTING
E1.3 BLDG A - THIRD LEVEL FLOOR PLAN - LIGHTING
E2.1 BLDG A - FIRST LEVEL FLOOR PLAN - POWER & SYSTEMS
E2.2 BLDG A - SECOND LEVEL FLOOR PLAN - POWER & SYSTEMS
E2.3 BLDG A - THIRD LEVEL FLOOR PLAN - POWER & SYSTEMS
E2.4 BLDG A - ROOF PLAN - POWER
E3.1 BLDG A - ENLARGED PLANS - LIGHTING


conzett


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performancese.com

**CIVIL ENGINEER**
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15750 W DODGE RD STE #304
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V 402 513 8200
sehinc.com


REVISIONS SCHEDULE

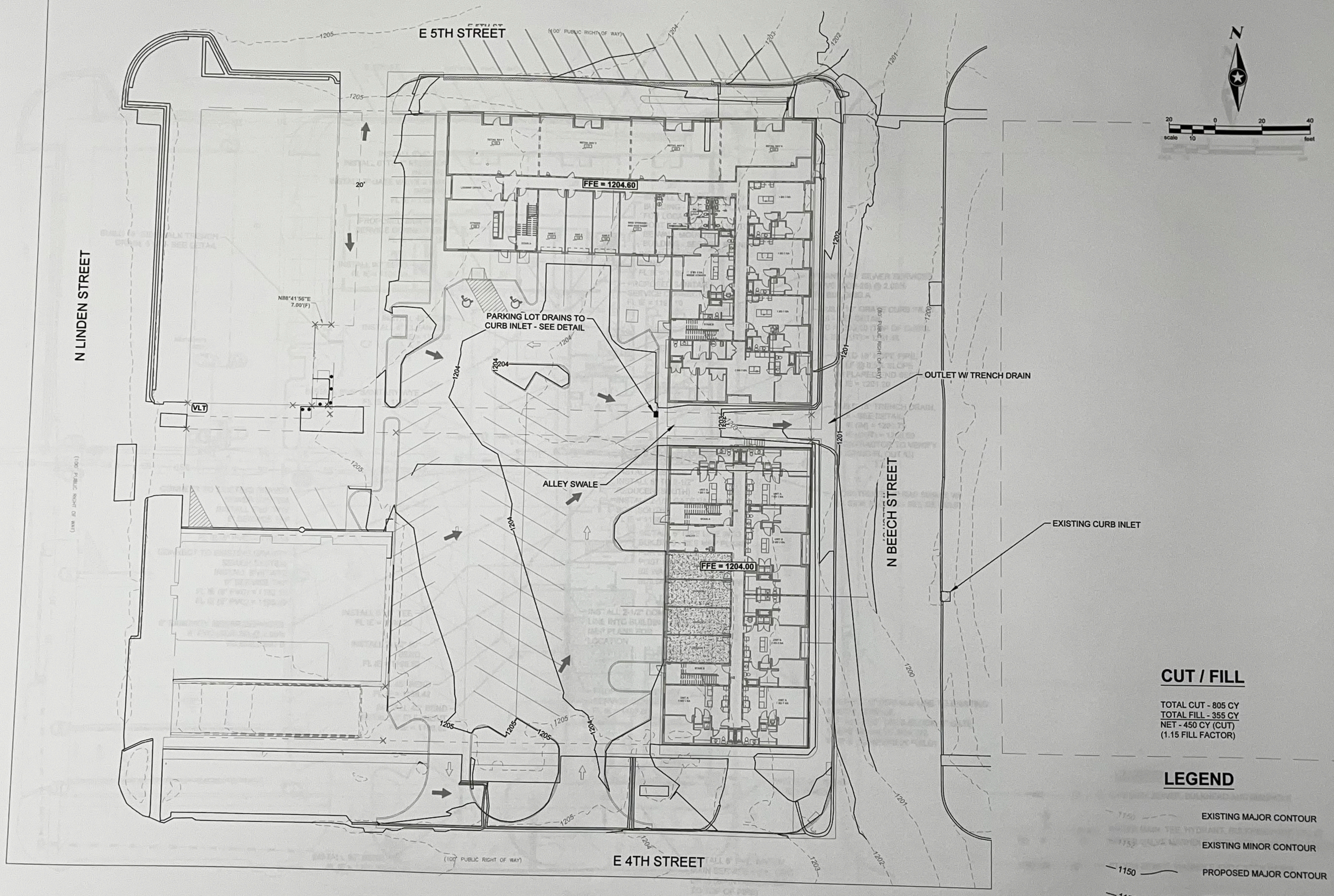
| MARK | DATE | DESCRIPTION |
|---|---|---|

GRAPHIC SC

ANDREW M CONZETT A-4843 09-04-2025 STATE OF NEBRASKA

Big walls for Wahoo Super APTS

Build 65/24/5







## CUT / FILL

TOTAL CUT - 805 CY
TOTAL FILL - 355 CY
NET - 450 CY (CUT)
(1.15 FILL FACTOR)

## LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- 1150 PROPOSED MAJOR CONTOUR
- 1152 PROPOSED MINOR CONTOUR

SEH

PROFESSIONAL CIVIL ENGINEER
JACOB R. VASA
E-14500
9/4/2025
STATE OF NEBRASKA

MARKET SUITES APARTMENTS
WAHOO, NE

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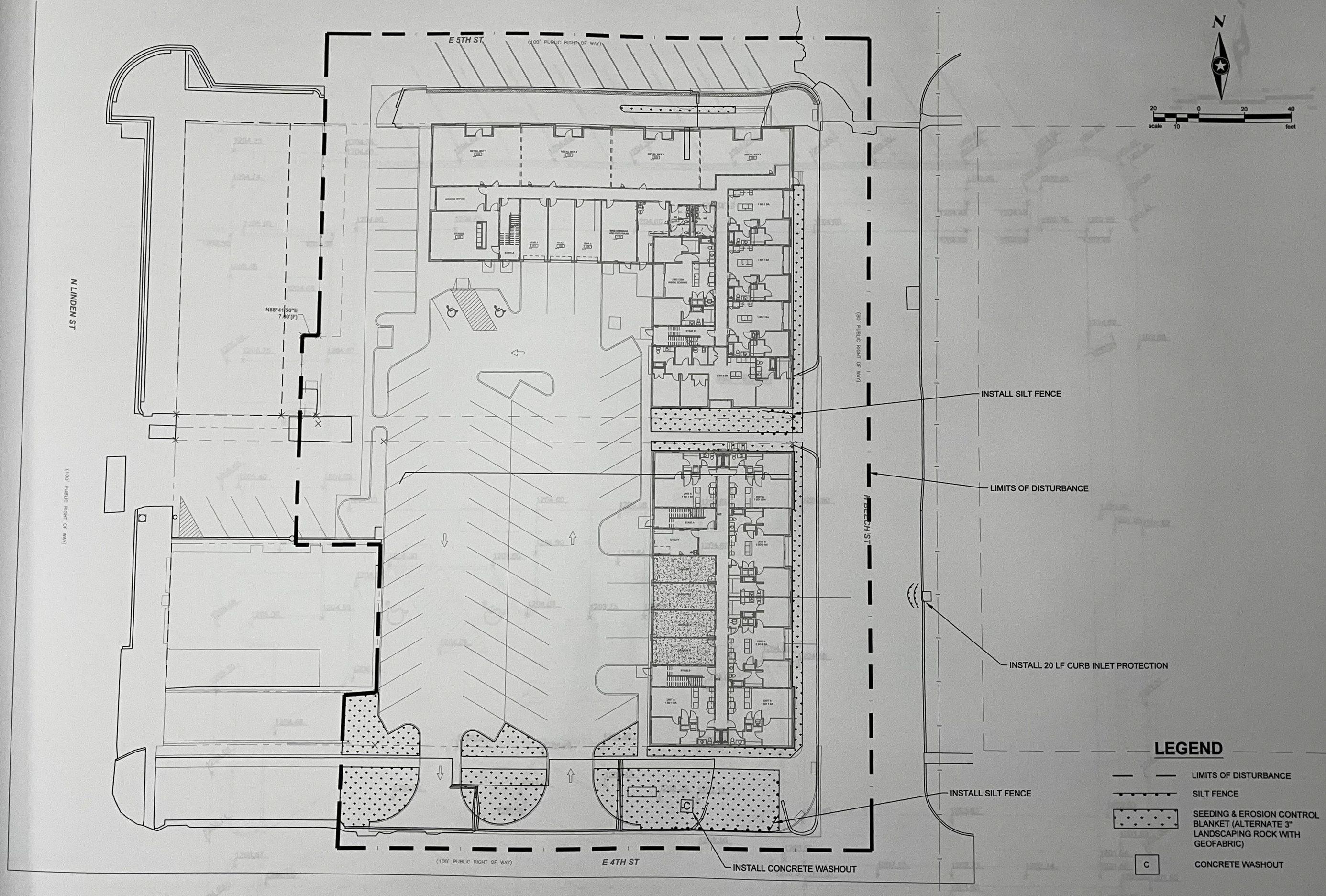
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SEH Project 137881.10
Checked By -
Drawn By -

Project Status -
Issue Date 04/30/2025

GRADING PLAN

C.3




SEH

PROFESSIONAL CIVIL ENGINEER
JACOB R. VASA
E-14500
9/4/2025
STATE OF NEBRASKA

MARKET SUITES APARTMENTS
WAHOO, NE

SEH Project
Checked By
Drawn By

Project Status
-

E 5TH STREET

N BEECH STREET

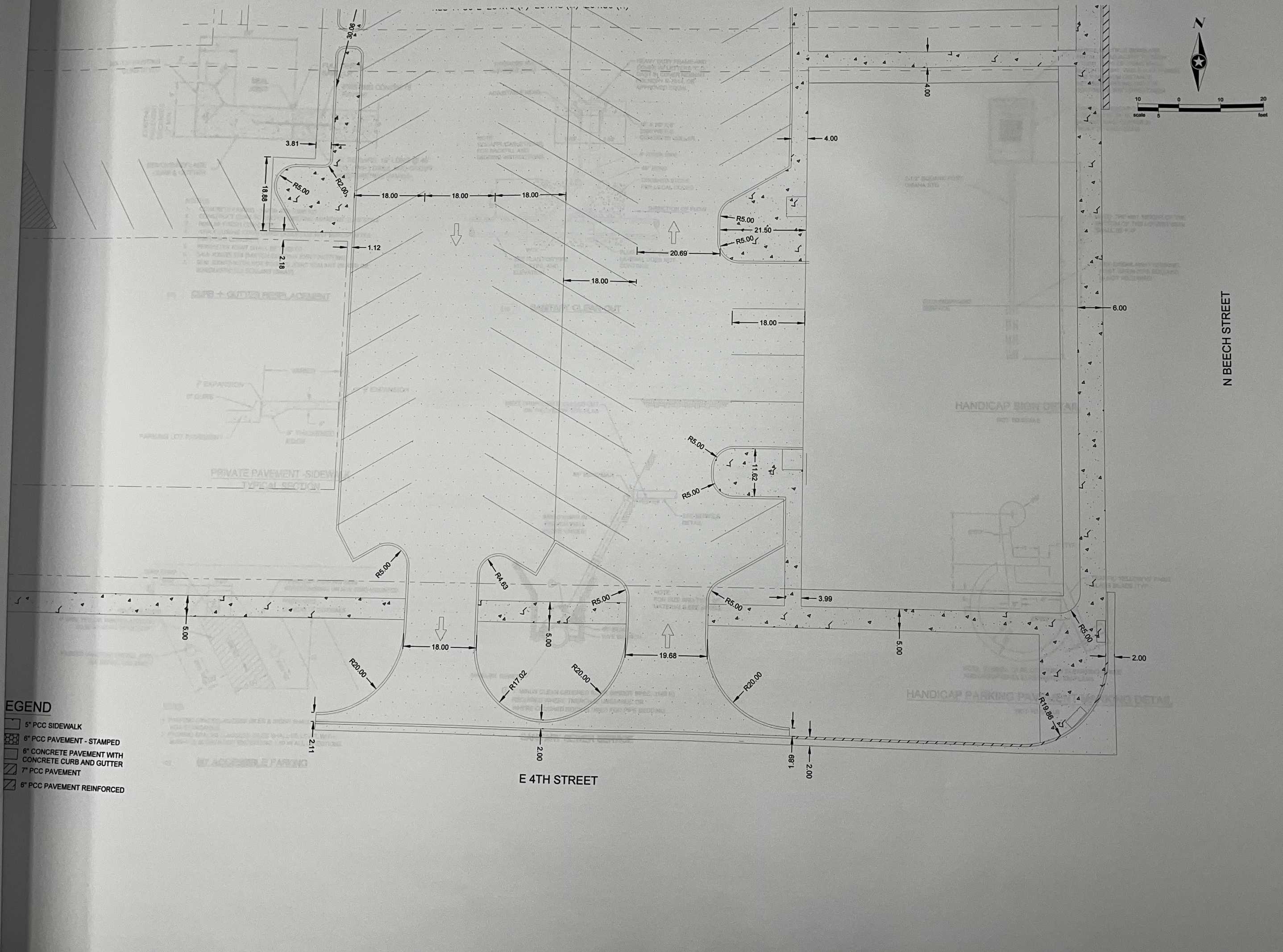
E 4TH STREET

N

10 0 10 20
scale 5 feet

R15.50
15.05
6.00
R10.00
5.00
6.00
6.00
11.96
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21.81
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R2.00
R2.00
R5.00
R2.00
30.06

DEWALK
VEMENT - STAMPED
ETE PAVEMENT WITH
E CURB AND GUTTER
VEMENT
VEMENT REINFORCED




EGEND

- 5" PCC SIDEWALK
- 6" PCC PAVEMENT - STAMPED
- 6" CONCRETE PAVEMENT WITH CONCRETE CURB AND GUTTER
- 7" PCC PAVEMENT
- 6" PCC PAVEMENT REINFORCED

SEH

PROFESSIONAL CIVIL ENGINEER
JACOB R. VASA
E-14500
9/4/2025
STATE OF NEBRASKA

MARKET SUITES APARTMENTS
WAHOO, NE

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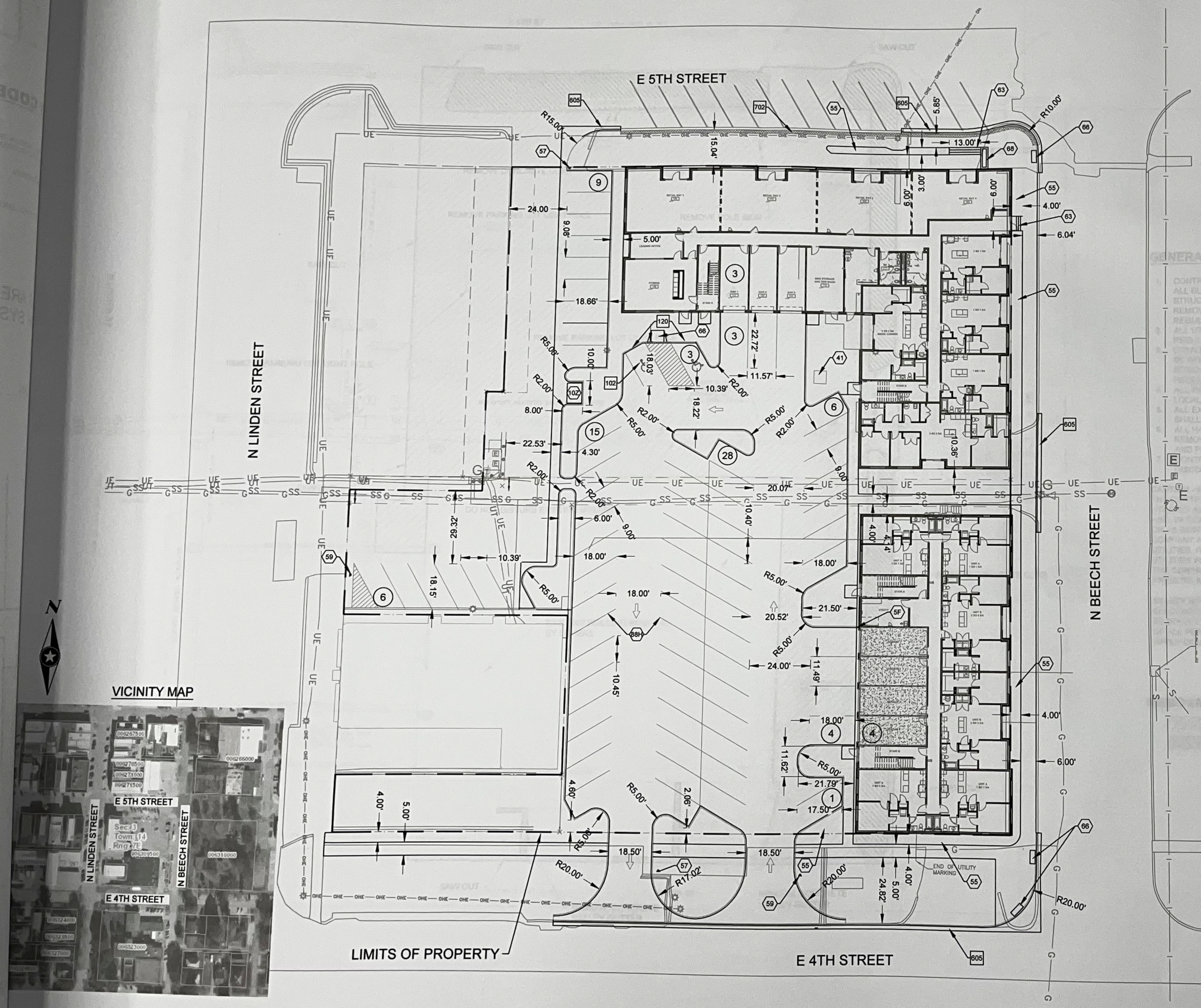
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Project Status
-

PAVING PLAN 2







## INDEX

| SHEET NO. | DESCRIPTION |
|---|---|
| 1 | SITE PLAN |
| 2 | REMOVAL PLAN |
| 3 | GRADING PLAN |
| 4 | UTILITY PLAN |
| 5 | EROSION CONTROL PLAN |
| 6-7 | SPOT ELEVATIONS |
| 8-9 | PAVING PLAN |
| 10-11 | DETAILS |
| 12 | CONSTRUCTION NOTES |

THIS PLAN CONTAINS 12 SHEETS.

N

20 0 20 40
scale 10 feet

**CONSTRUCTION NOTES:**

1. COORDINATE START-UP AND ALL CONSTRUCTION ACTIVITIES WITH OWNER.
2. ALL CONSTRUCTION WORK AND UTILITY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COOPERATION WITH AND IN ACCORDANCE WITH REGULATIONS OF THE AUTHORITIES CONCERNED. CONTRACTOR TO FOLLOW CITY OF WAHOO INFRASTRUCTURE STANDARDS & SPECIFICATIONS (ADOPTED 10/25/2012) AND DETAILS. CITY OF WAHOO SHALL BE CONTACTED PRIOR TO WORK BEGINNING.
3. PUBLIC CONVENIENCE AND SAFETY: THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL INSURE, AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC, AND SHALL PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC AND RESIDENTS ALONG AND ADJACENT TO HIGHWAYS IN THE CONSTRUCTION AREA.
4. ALL TRAFFIC CONTROL DEVICES, INSTALLATION AND OPERATIONS SHALL CONFORM WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
5. PARKING PROVIDED: 82 STALLS (2 HANDICAPPED)

(1) PARKING COUNT

☐ DETAILS - SEE DETAIL SHEET FOR THE FOLLOWING DETAILS

102 ACCESSIBLE PARKING
120 ACCESSIBLE PARKING SIGNAGE
605 CURB & GUTTER REMOVAL AND REPLACEMENT
702 BRICK PAVER RIBBON DETAIL

⬡

5F DOWNSPOUT
10Z TRASH ENCLOSURE - SEE ARCHITECTURE PLANS FOR DETAILS
41 TRANSFORMER
55 4" LANDSCAPED ROCK WITH GEOFABRIC
57 'DO NOT ENTER' SIGN ON 2" SQUARE POST
59 'ONE WAY' SIGN ON 2" SQUARE POST
63 CONCRETE STEPS - SEE CITY OF OMAHA STANDARD PLATE 608-01 PCC STAIRS
66 ADA RAMPS - SEE CITY OF OMAHA STANDARD PLATE 504-01 CONCRETE CURB RAMP
68 6" CONCRETE REINFORCED PLANTER BOX
88H 4" WHITE PAINT STRIPING

**SITE NOTES**

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF BUILDING ENTRANCE, EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
2. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE PERPENDICULAR TO PROPERTY LINE.
4. ACTUAL SIGN LOCATIONS TO BE COORDINATED WITH CONSTRUCTION MANAGER.

THE COORDINATES PROVIDED ON THIS PLAN ARE FOR INFORMATION AND CHECKING PURPOSES ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO CALCULATE CONSTRUCTION STAKING COORDINATES ACCORDING TO THE DIMENSIONS SHOWN ON THESE PLANS. CONTRACTOR SHALL VERIFY THE ACCURACY OF THE COORDINATES SHOWN HEREON BEFORE CONSTRUCTION.

SEH

PROFESSIONAL CIVIL ENGINEER
JACOB R. VASA
E-14500
9/4/2025
STATE OF NEBRASKA

MARKET SUITES APARTMENTS
WAHOO, NE

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SEH Project 180118
Checked By
Drawn By

Project Status Issue Date 09/04/2025

SITE PLAN

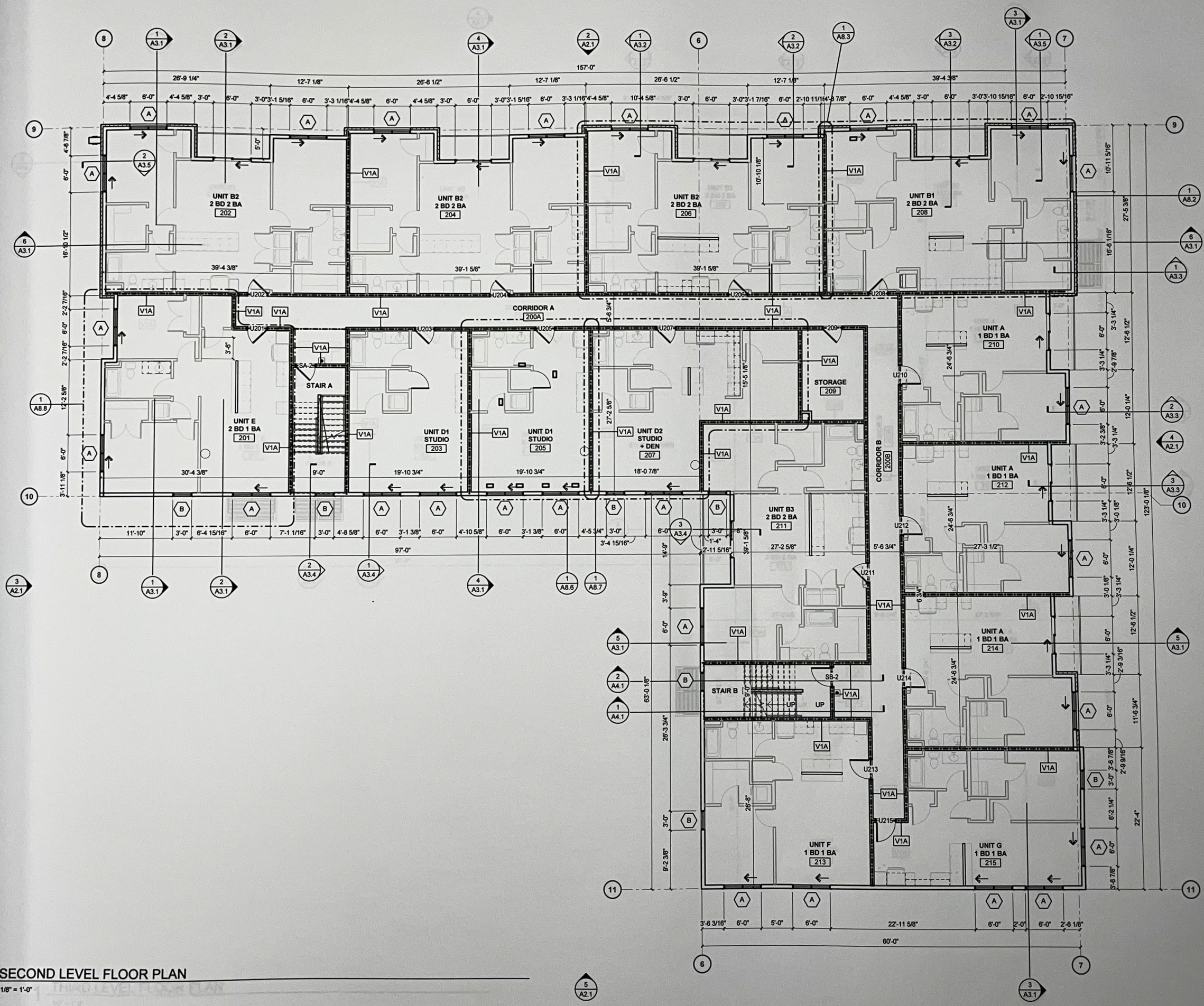
3. DIMENSIONS ON ENLARGED DWELLING UNIT FLOOR PLANS ARE TO FACE OF FINISH, U.O.N.

4. DIMENSIONS MARKED "CLEAR" INDICATE A MINIMUM CLEARANCE THAT MUST BE MAINTAINED. ANY DISCREPANCIES MUST BE REPORTED TO THE ARCHITECT AND OWNER BEFORE CONSTRUCTION BEGINS.

5. DO NOT SCALE DRAWINGS. IF DRAWINGS ARE IN QUESTION, OBTAIN CLARIFICATION FROM ARCHITECT OR OWNER PRIOR TO CONTINUING CONSTRUCTION.

6. WORK SHALL COMPLY WITH ADA REQUIREMENTS. CONSULT ARCHITECT IF MOUNTING HEIGHTS AND CLEARANCES ARE IN DOUBT.

| FLOOR PLAN KEYED NOTES | |
|---|---|
| 1 | DOWNSPOUT; SEE CIVIL FOR TIE IN LOCATION |

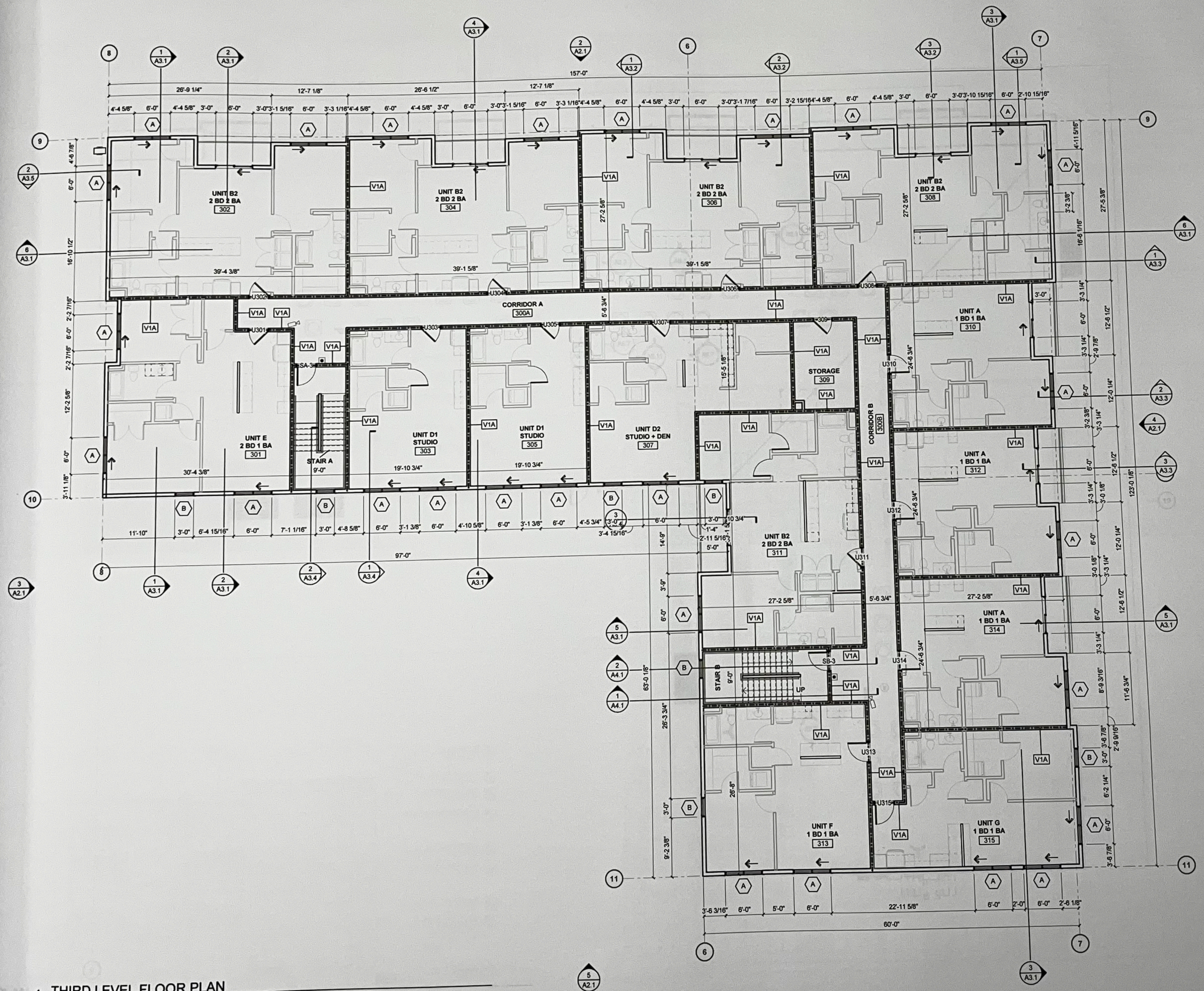



1 SECOND LEVEL FLOOR PLAN
1/8" = 1'-0"

## GENERAL PLAN NOTES

1. SEE SHEET G.0.1 FOR GENERAL PROJECT NOTES, ABBREVIATIONS, & LEGENDS.
2. DIMENSIONS ON OVERALL FLOOR PLANS ARE TO FACE OF STUD, U.O.N.
3. DIMENSIONS ON ENLARGED DWELLING UNIT FLOOR PLANS ARE TO FACE OF FINISH, U.O.N.
4. DIMENSIONS MARKED "CLEAR" INDICATE A MINIMUM CLEARANCE THAT MUST BE MAINTAINED. ANY DISCREPANCIES MUST BE REPORTED TO THE ARCHITECT AND OWNER BEFORE CONSTRUCTION BEGINS.
5. DO NOT SCALE DRAWINGS. IF DRAWINGS ARE IN QUESTION, OBTAIN CLARIFICATION FROM ARCHITECT OR OWNER PRIOR TO CONTINUING CONSTRUCTION.
6. WORK SHALL COMPLY WITH ADA REQUIREMENTS. CONSULT ARCHITECT IF MOUNTING HEIGHTS AND CLEARANCES ARE IN DOUBT.

| FLOOR PLAN KEYED NOTES | |
|---|---|
| 1 | DOWNSPOUT; SEE CIVIL FOR TIE IN LOCATION |




1 THIRD LEVEL FLOOR PLAN
1/8" = 1'-0"


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ANDREW M CONZETT A-4043 STATE OF NEBRASKA


REVISIONS SCHEDULE

| MARK | DATE | DESCRIPTION |
|---|---|---|

GRAPHIC SCALES:

NORTH

# MARKET SUITES BUILDING 'A'

247 EAST 5TH STREET
WAHOO, NEBRASKA, 68066

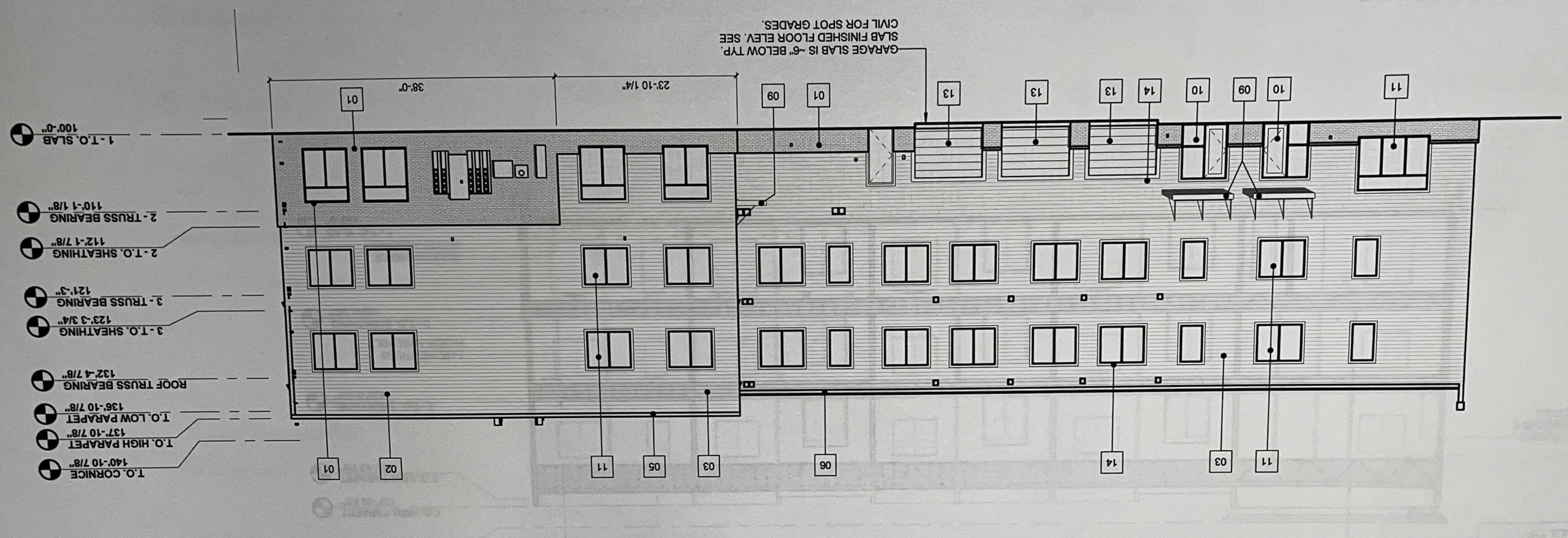
DATE: 2025-09-04
CONZETT PROJECT NUMBER: 24028-A

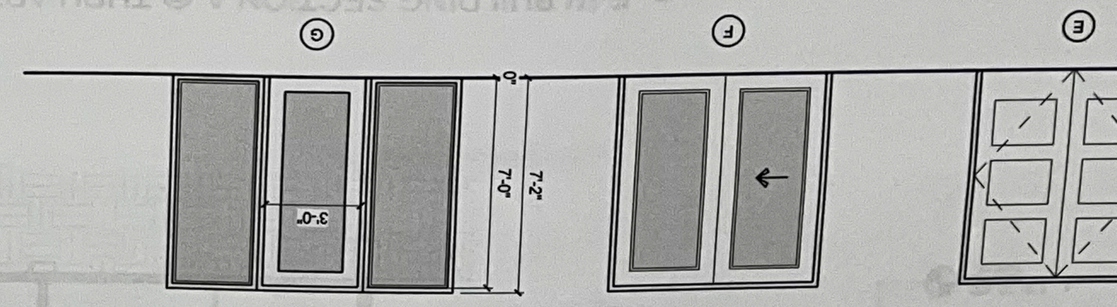
BLDG A - THIRD LEVEL FLOOR PLAN

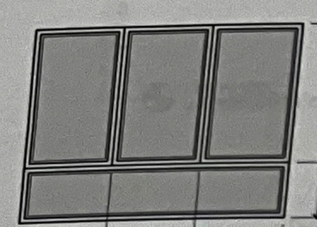
A1.3

# 5 BLDG A - SOUTH ELEVATION

3/32" = 1'-0"




| MARK | FRAME | | | GLASS TYPE | REMARKS |
|---|---|---|---|---|---|
| | WIDTH | HEIGHT | MATERIAL / FINISH | | |
| A | 6'-0" | 5'-0" | VINYL / PF | DOUBLE PANE - LOW-E | SLIDER W/ FIXED |
| B | 3'-0" | 5'-0" | VINYL / PF | DOUBLE PANE - LOW-E | CASEMENT |
| C | 3'-0" | 7'-0" | VINYL / PF | DOUBLE PANE - LOW-E | FIXED |
| D | 6'-0" | 7'-0" | VINYL / PF | DOUBLE PANE - LOW-E | FIXED |
| E | 9'-0" | 7'-0" | VINYL / PF | DOUBLE PANE - LOW-E | FIXED |

## GENERAL ELEVATION NOTES

1. SEE BUILDING MATERIALS LEGEND FOR MATERIAL TYPES.
2. SEE MEP FOR ALL LIGHT FIXTURE TYPES AND LOCATIONS.
3. VENT CAPS TO MATCH ADJACENT MATERIAL, TYP.

## BUILDING MATERIALS LEGEND - EXTERIOR

| MARK | DESCRIPTION | MANUF | COLOR | COMMENTS |
|---|---|---|---|---|
| 01 | FACE BRICK | ACME | DOVE GRAY | KING, VELOUR |
| 02 | FIBER CEMENT LAP SIDING - PT-1 | JAMES HARDIE | PT-1 - ARCTIC WHITE | SMOOTH |
| 03 | FIBER CEMENT LAP SIDING - PT-2 | JAMES HARDIE | PT-2 - PEARL GRAY | SMOOTH |
| 04 | FIBER CEMENT LAP SIDING - PT-3 | JAMES HARDIE | PT-3 - NIGHT GRAY | SMOOTH |
| 05 | PREFINISHED METAL COPING | — | BLACK | — |
| 06 | PREFINISHED GUTTERS & DOWNSPOUTS | — | BLACK | — |
| 07 | METAL GUARDRAIL SYSTEM | — | BLACK | — |
| 08 | WOOD CANOPY | CUSTOM, WOOD | BLACK | — |
| 09 | ALUMINUM CANOPY | UPSIDE INNOVATIONS | BLACK | — |
| 10 | ALUMINUM STOREFRONT ENTRY DOOR | — | BLACK | — |
| 11 | PREFINISHED WINDOW ASSEMBLY | — | WHITE | VINYL |
| 12 | PREFINISHED SLIDING PATIO DOOR | CLOPAY | WHITE | VINYL |
| 13 | OVERHEAD DOOR | OHD - STANDARD PANEL | LT GRAY | INSULATED STL. |
| 14 | TRIM | JAMES HARDIE | MATCH ADJACENT MTRL. | SMOOTH |
| 15 | FRAMED CORNICE, SEE WALL SECTIONS | CUSTOM | BLACK | |


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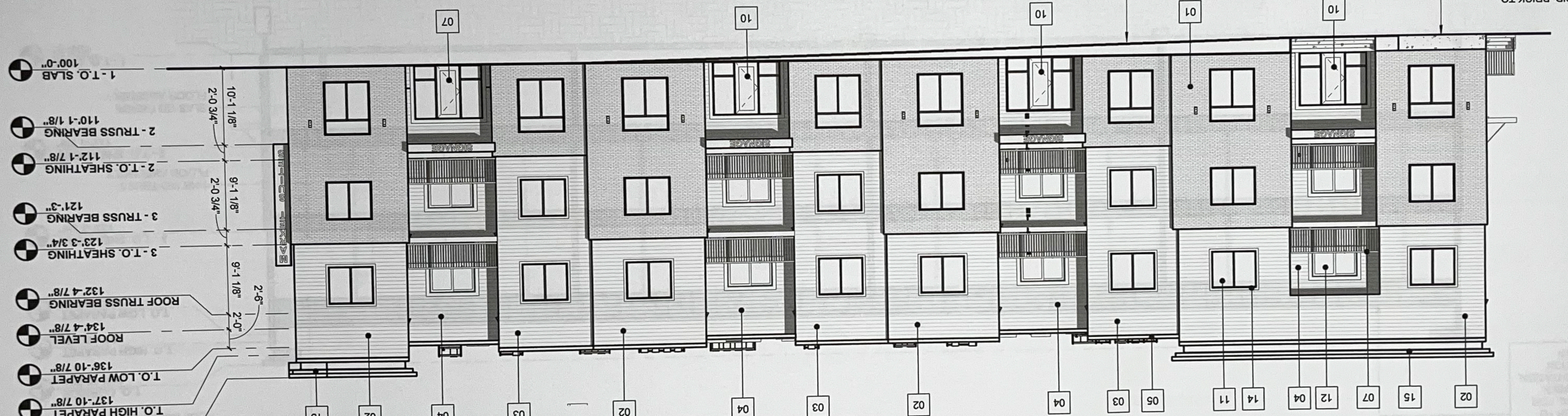
GRAPHIC SCALES:


| MARK | DATE | DESCRIPTION |
|---|---|---|

REVISIONS SCHEDULE

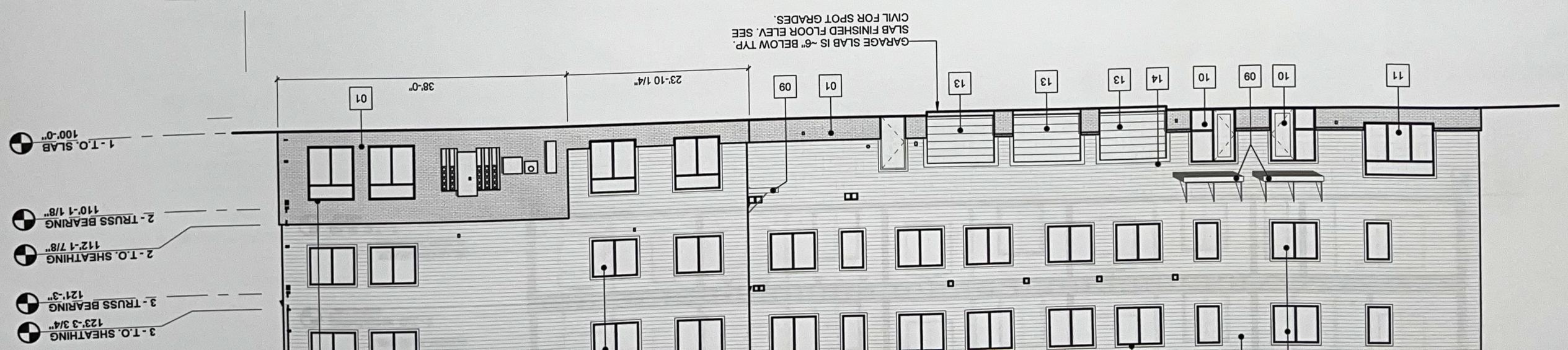
## 2 BLDG A - NORTH ELEVATION

3/32" = 1'-0"




## 5 BLDG A - SOUTH ELEVATION

3/32" = 1'-0"




**MARKET SUITES**

BLDG A
ELEVATIONS

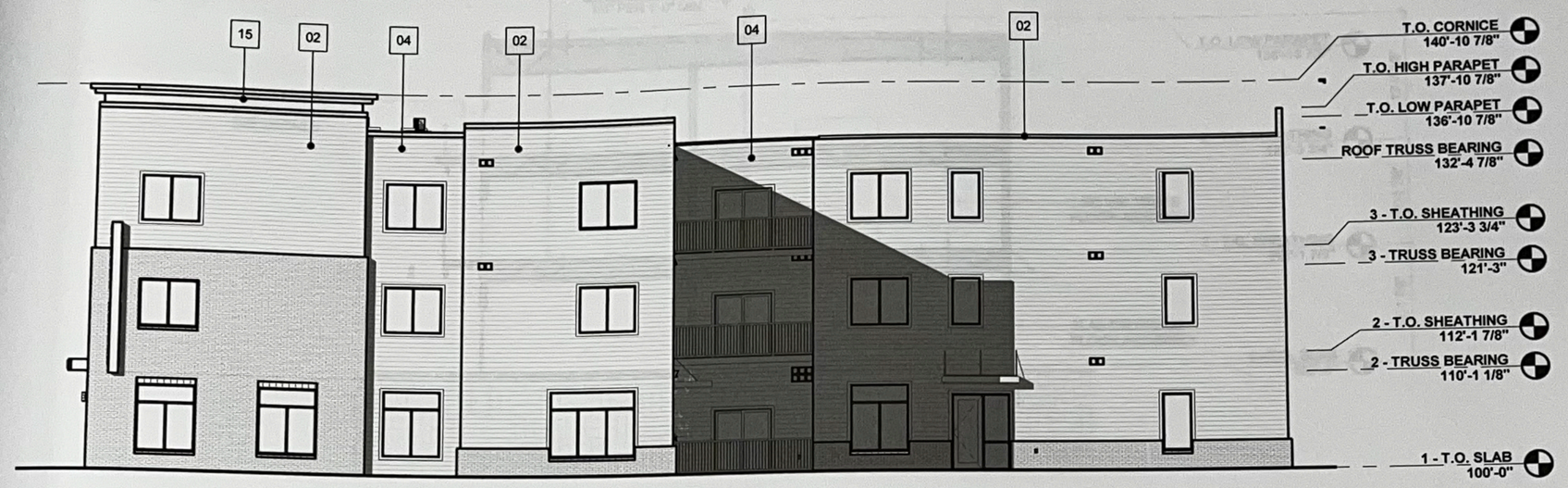
DATE: 2025-0

CONZETT PROJECT

GRAPHIC SCALES:

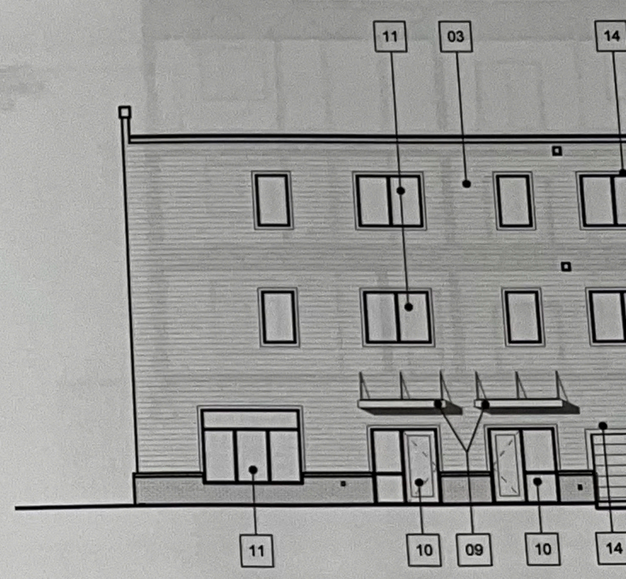
## ? DOOR & FRAME ELEVATIONS

1/4" = 1'-0"



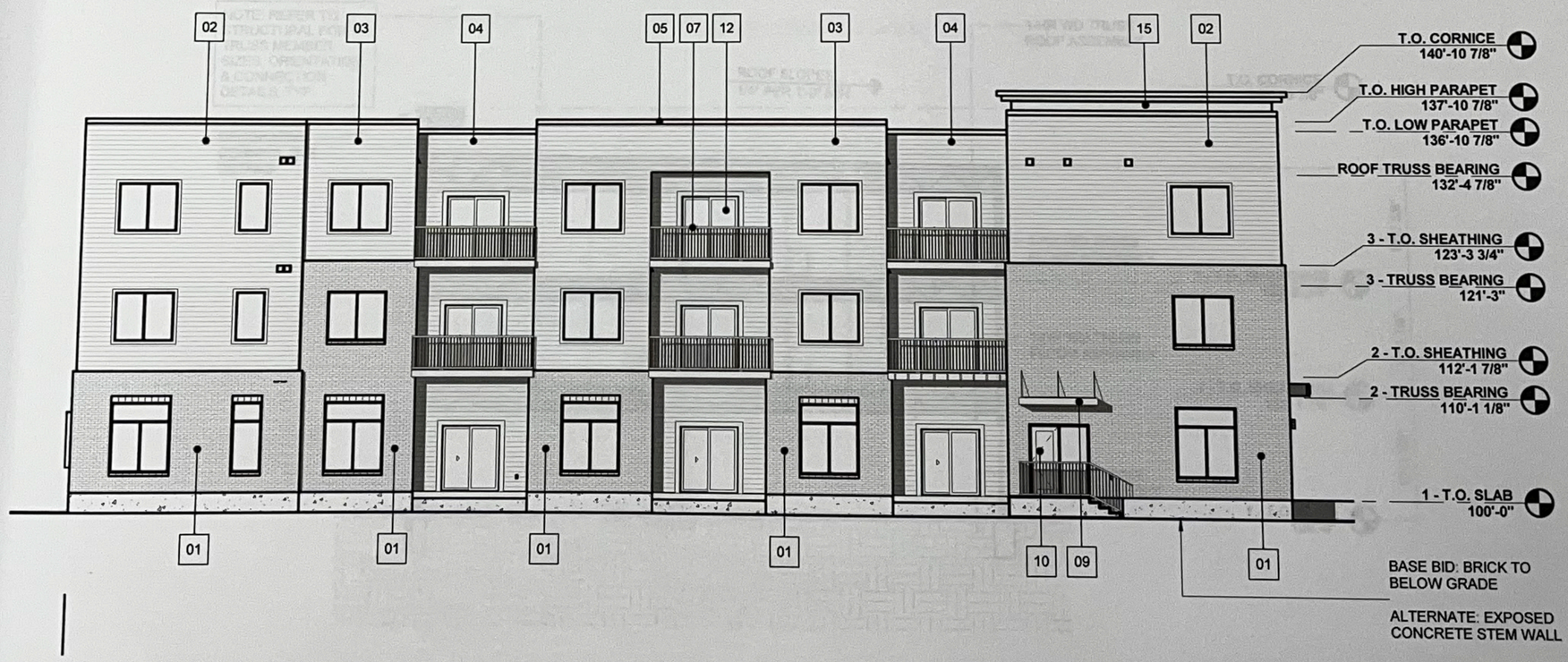

## 3 BLDG A - WEST ELEVATION

3/32" = 1'-0"




## 5 BLDG A - SOUTH ELEVATION

3/32" = 1'-0"




## 4 BLDG A - EAST ELEVATION

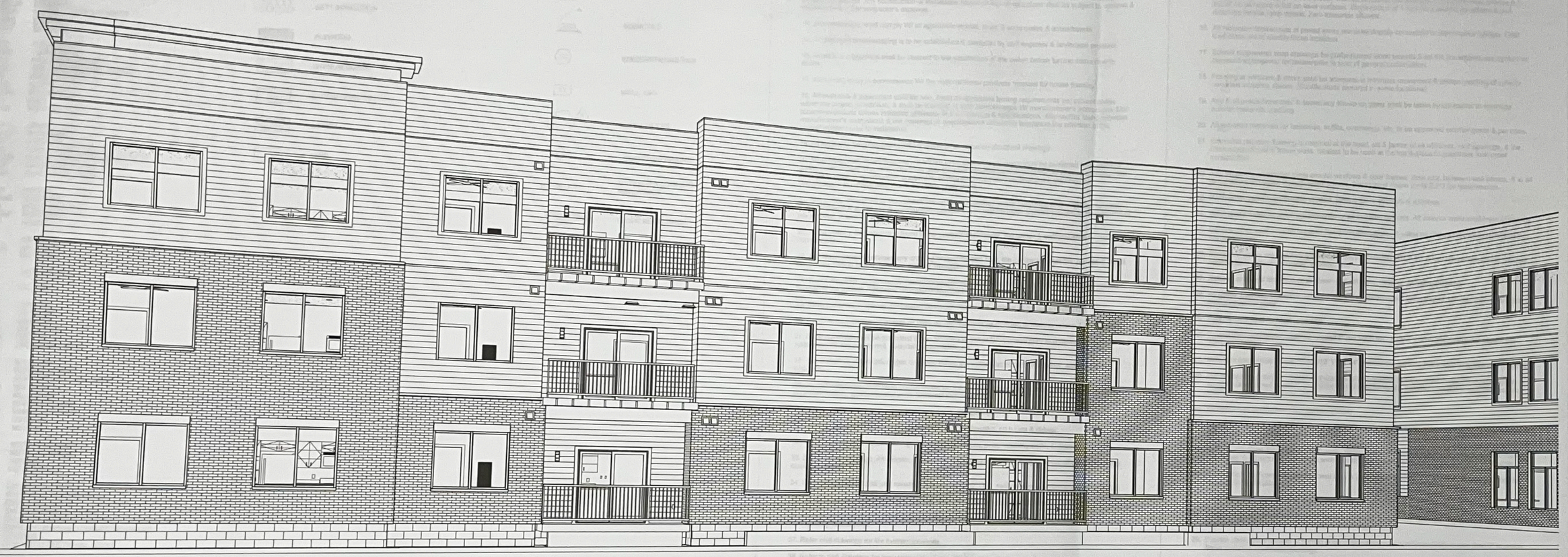
3/32" = 1'-0"




## 2 BLDG A - NORTH ELEVATION

3/32" = 1'-0"

# MARKET SUITES APARMENTS / BLDG B
# PERMIT & CONSTRUCTION DOCUMENTS
# SEPTEMBER 04, 2025



## RENDERING

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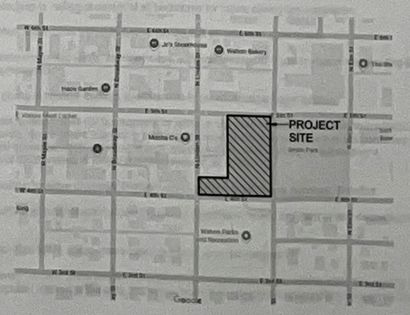
**PROJECT REPRESENTATIVE**
JEREMY WAGENER
ASSOCIATE PRINCIPAL

### ELECTRICAL ENGINEER
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**PROJECT REPRESENTATIVE**
JOHN ROCKWOOD LAMB, JR.
SENIOR ELECTRICAL ENGINEER

## PROJECT ADDRESS
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WAHOO, NE 68066

## VICINITY PLAN



## GENERAL

G1.0 COVER SHEET
G1.1 GENERAL INFORMATION, NOTES & SPECIFICATIONS
G1.2 ACCESSIBILITY GUIDELINES
G1.3 WALL TYPES & ASSEMBLIES
CP1.0 BLDG B - CODE PLANS & INFO


## CIVIL

C.1 SITE PLAN
C.2 REMOVAL PLAN
C.3 GRADING PLAN
C.4 UTILITY PLAN
C.5 EROSION CONTROL PLAN
C.6 SPOT ELEVATIONS
C.7 SPOT ELEVATIONS
C.8 PAVING PLAN
C.9 PAVING PLAN
C.10 DETAILS
C.11 DETAILS
C.12 CONSTRUCTION NOTES


## ARCHITECTURAL

A1.1 BLDG B - FIRST FLOOR PLANS & RCP
A1.2 BLDG B - SECOND FLOOR PLANS & RCP
A1.3 BLDG B - THIRD FLOOR PLANS & RCP
A1.4 BLDG B - ROOF PLAN
A2.1 BLDG B - BUILDING ELEVATIONS
A2.2 BLDG B - BUILDING ELEVATIONS COMBINED
A2.3 BLDG B - BUILDING PERSPECTIVES
A3.1 BLDG B - BUILDING SECTIONS
A3.2 BLDG B - WALL SECTIONS
A3.3 BLDG B - WALL SECTIONS
A3.4 BLDG B - WALL SECTION DETAILS
A4.1 BLDG B - STAIR SECTIONS & DETAILS
A5.1 BLDG B - BUILDING DETAILS
A6.1 BLDG B - DOOR SCHEDULE & DETAILS
A6.2 BLDG B - WINDOW TYPES & DETAILS
A8.1 BLDG B - ENLARGED UNIT PLAN A
A8.2 BLDG B - ENLARGED UNIT PLAN B
A8.3 BLDG B - ENLARGED UNIT PLAN C
A8.4 BLDG B - ENLARGED UNIT PLAN D
A8.5 BLDG B - ENLARGED UNIT PLAN A - ANSI TYPE A
A9.1 BLDG B - INTERIOR FINISHES


## STRUCTURAL

S1.1 BLDG B - FOUNDATION PLAN & SECOND LEVEL FRAMING PLAN
S2.1 BLDG B - THIRD LEVEL & ROOF FRAMING PLAN
S3.1 BLDG B - SECTIONS & DETAILS
S3.2 BLDG B - FRAMING SECTIONS & DETAILS
S3.3 BLDG B - FRAMING SECTIONS & DETAILS


## FIRE PROTECTION

F0.0 GENERAL PROJECT NOTES & SYBOLS - FIRE PROTECTION
F1.1 FIRST FLOOR - FIRE PROTECTION


## PLUMBING

P0.0 BLDG B - GENERAL PROJECT INFORMATION - PLUMBING
P1.1 BLDG B - FIRST LEVEL FLOOR PLAN - PLUMBING
P1.2 BLDG B - SECOND & THIRD LEVEL FLOOR PLAN - PLUMBING
P1.3 BLDG B - ROOF PLAN - PLUMBING
P2.1 BLDG B - ENLARGED PLANS - PLUMBING
P2.2 BLDG B - ENLARGED PLANS - PLUMBING
P3.1 BLDG B - DETAILS - PLUMBING
P3.2 BLDG B - RISERS - PLUMBING
P4.1 BLDG B - SCHEDULES - PLUMBING


## MECHANICAL

M0.0 BLDG B - GENERAL PROJECT NOTES & SYMBOLS - HVAC
M1.1 BLDG B - FIRST LEVEL FLOOR PLAN - HVAC
M1.2 BLDG B - SECOND & THIRD LEVEL FLOOR PLAN - HVAC
M1.3 BLDG B - ROOF PLAN - HVAC
M2.1 BLDG B - ENLARGED PLANS - HVAC
M3.1 BLDG B - DETAILS - HVAC
M4.1 SCHEDULES - HVAC


## ELECTRICAL

E0.0 BLDG B - GENERAL PROJECT NOTES & SYMBOLS - ELECTRICAL
E0.1 BLDG B - SITE PLAN
E1.1 BLDG B - FIRST LEVEL FLOOR PLAN - LIGHTING
E1.2 BLDG B - SECOND LEVEL FLOOR PLAN - LIGHTING
E1.3 BLDG B - THIRD LEVEL FLOOR PLAN - LIGHTING
E2.1 BLDG B - FIRST LEVEL FLOOR PLAN - POWER & SYSTEMS
E2.2 BLDG B - SECOND LEVEL FLOOR PLAN - POWER & SYSTEMS
E2.3 BLDG B - THIRD LEVEL FLOOR PLAN - POWER & SYSTEMS
E2.4 BLDG B - ROOF PLAN - POWER
E3.1 BLDG B - ENLARGED PLANS - LIGHTING
E3.2 BLDG B - ENLARGED PLANS - POWER
E4.1 BLDG B - PANEL SCHEDULES
E4.2 BLDG B - SCHEDULES - ELECTRICAL
E5.1 BLDG B - DETAILS - ELECTRICAL
E5.2 BLDG B - RISER DIAGRAM & DETAILS - TELECOM
E5.3 BLDG B - RISER DIAGRAM & DETAILS - ELECTRICAL
E6.1 BLDG B - SPECIFICATIONS - ELECTRICAL



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ANDREW M. CONZETT A-4543 09-04-2025 STATE OF NEBRASKA

| REVISIONS SCHEDULE | | |
|---|---|---|
| MARK | DATE | DESCRIPTION |

GRAPHIC SCALES:

NORTH

**MARKET SUITES BUILDING 'B'**
247 EAST 5TH STREET
WAHOO, NEBRASKA, 68066

DATE: 2025-09-04
CONZETT PROJECT NUMBER: 24028-8

COVER SHEET

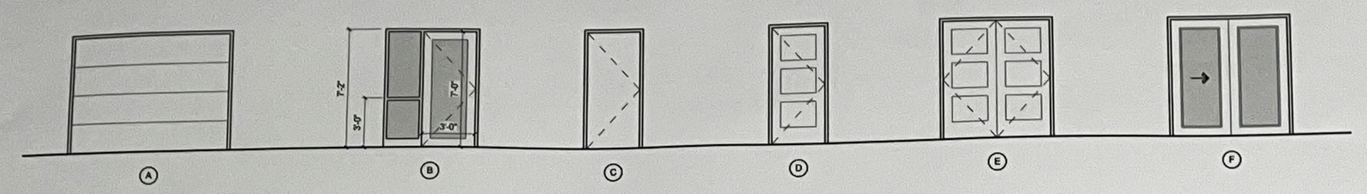
G1.0

## DOOR & FRAME SCHEDULE - PUBLIC SPACES

| MARK | DOOR | | | | | | FRAME | | | HARDWARE |
|---|---|---|---|---|---|---|---|---|---|---|
| | WIDTH | HEIGHT | THICKNESS | MATERIAL | FINISH | TYPE | MATERIAL | FINISH | BUTTS | LOCK |
| OH | 9'-0" | 7'-0" | — | — | PREFIN | A | — | — | — | — |
| SA-01 | 3'-0" | 7'-0" | 1-3/4" | HM | PT | B | HM | PT | 3 | |
| SA-02 | 3'-0" | 6'-8" | 1-3/4" | VINYL | PF | C | HM | WD | 3 | |
| SB-01 | 3'-0" | 7'-0" | 1-3/4" | WD | PT | B | HM | PT | 3 | |
| SB-02 | 3'-0" | 6'-8" | 1-3/4" | WD | PT | C | HM | PT | 3 | |
| 107 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 108 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 109 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 110 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 111 | 3'-0" | 6'-8" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |

## ROOM FINISH LEGEND - OVERALL MAIN FLOOR

| ROOM # | ROOM DESIGNATION | FLOOR | BASE | WALLS | | | | CEILING |
|---|---|---|---|---|---|---|---|---|
| | | | | NORTH | SOUTH | EAST | WEST | MATERIAL |
| SA | STAIR A | CPT-1 | WD | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| SB | STAIR B | CPT-1 | WD | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 100 | INTERIOR CORRIDOR | CPT-2 | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 107 | GARAGE 1 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 108 | GARAGE 2 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 109 | GARAGE 3 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 110 | GARAGE 4 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 111 | UTILITY | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |

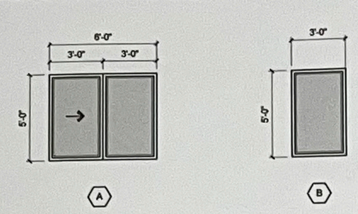



## ? DOOR & FRAME ELEVATIONS

1/4" = 1'-0"

## WINDOW SCHEDULE

| MARK | FRAME | | | | GLASS TYPE | REMARKS |
|---|---|---|---|---|---|---|
| | WIDTH | HEIGHT | MATERIAL | FINISH | | |
| A | 6'-0" | 5'-0" | VINYL | PF | DOUBLE PANE - LOW-E | SLIDER W/ FIXED |
| B | 3'-0" | 5'-0" | VINYL | PF | DOUBLE PANE - LOW-E | FIXED OR CASEMENT |




## ? WINDOW ELEVATIONS

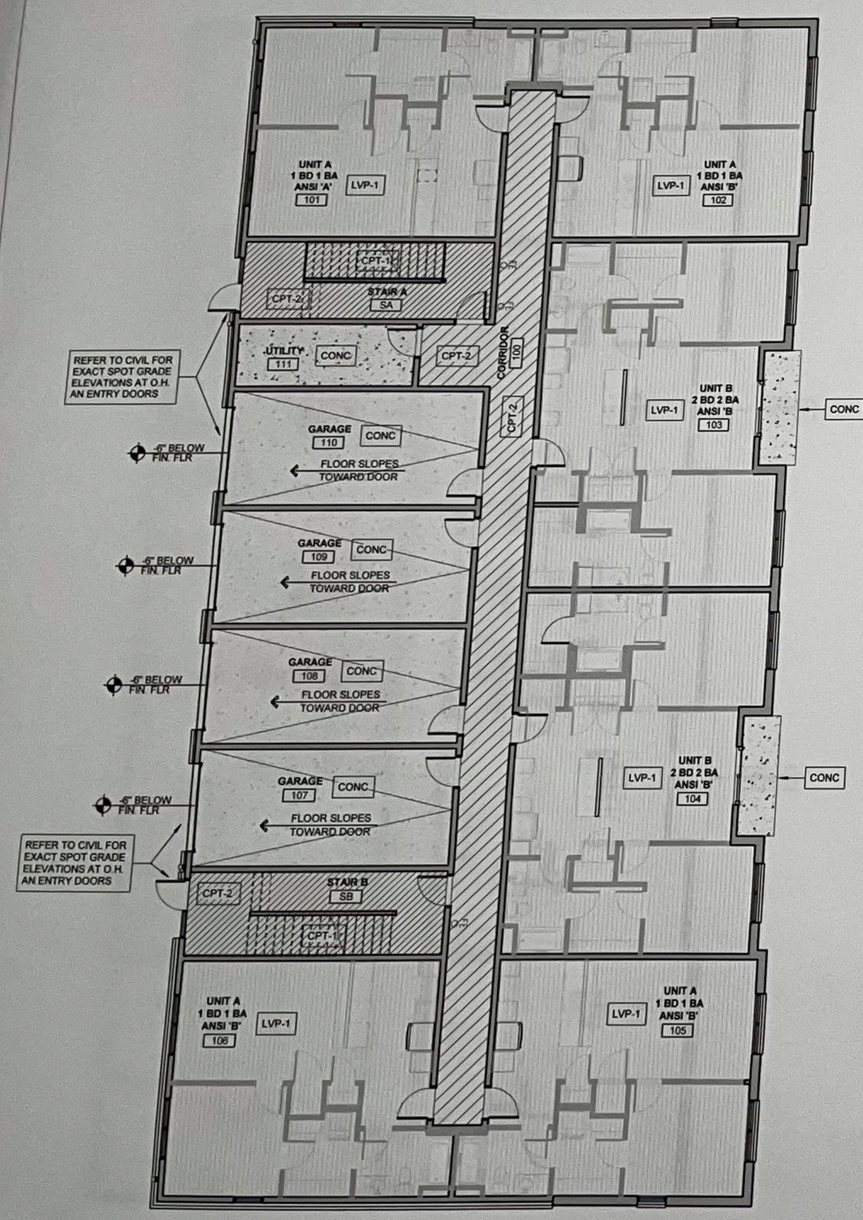
1/4" = 1'-0"

## GENERAL PLAN NOTES

1. SEE SHEET G.0.1 FOR GENERAL PROJECT NOTES, ABBREVIATIONS, & LEGENDS.
2. DIMENSIONS ON OVERALL FLOOR PLANS ARE TO FACE OF STUD, U.O.N.
3. DIMENSIONS ON ENLARGED DWELLING UNIT FLOOR PLANS ARE TO FACE OF FINISH, U.O.N.
4. DIMENSIONS MARKED "CLEAR" INDICATE A MINIMUM CLEARANCE THAT MUST BE MAINTAINED. ANY DISCREPANCIES MUST BE REPORTED TO THE ARCHITECT AND OWNER BEFORE CONSTRUCTION BEGINS.
5. DO NOT SCALE DRAWINGS. IF DRAWINGS ARE IN QUESTION, OBTAIN CLARIFICATION FROM ARCHITECT OR OWNER PRIOR TO CONTINUING CONSTRUCTION.
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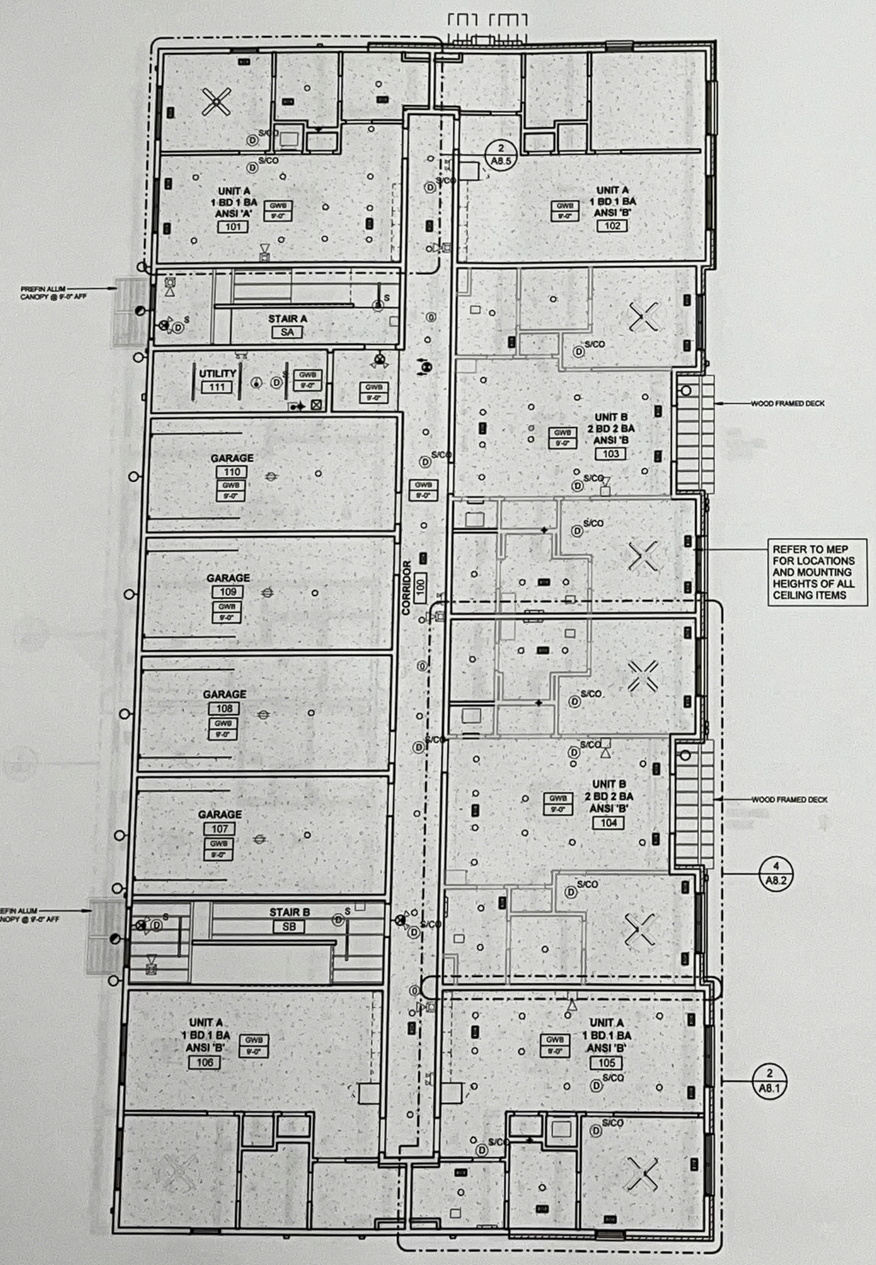
## FLOOR PLAN KEYED NOTES

| | |
|---|---|
| 1 | CARD READER, SEE ELEC |
| 2 | DOWNSPOUT, SEE CIVIL FOR TIE IN LOCATION |
| 3 | MANUAL PULL STATION, SEE MEP |
| 4 | FIRE EXTINGUISHER, 1017VYD-FX2, SEMI-RECESSED IN WALL, SEE TYP. DETAIL |
| 5 | SLAB ON GRADE CONC. PATIO @ FIRST LEVEL, SEE ELEVATIONS FOR HEIGHT AND ADJACENT GRADE |



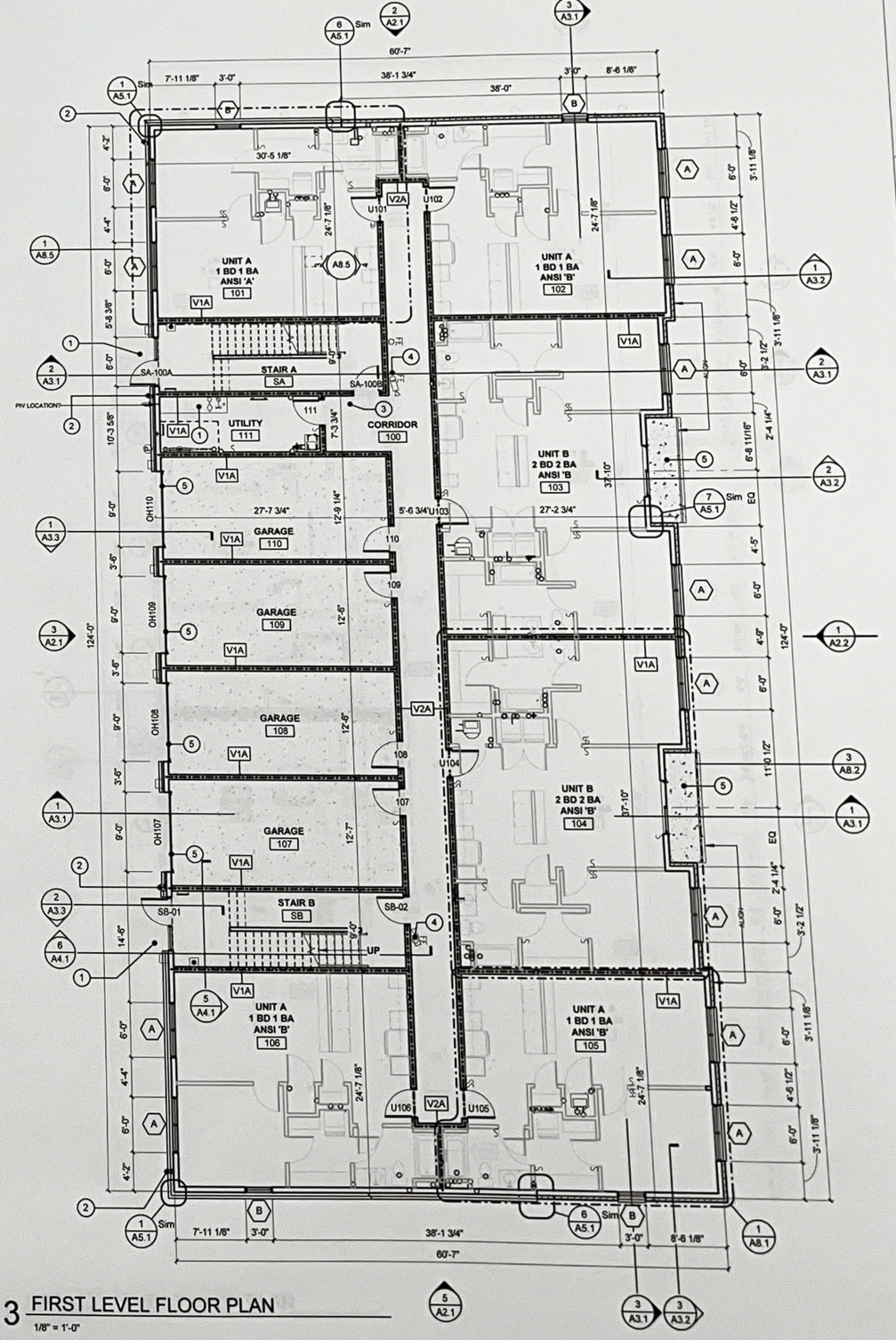

## 4 FIRST LEVEL FINISH PLAN

1/8" = 1'-0"




## 1 FIRST LEVEL REFLECTED CEILING PLAN

1/8" = 1'-0"




## 3 FIRST LEVEL FLOOR PLAN

1/8" = 1'-0"


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CoA: CA-4867

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**CIVIL ENGINEER**
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sehinc.com


REGISTERED PROFESSIONAL ENGINEER
ANDREW M. CONZETT
A-4843
09-04-2025
STATE OF NEBRASKA

| REVISIONS SCHEDULE | | |
|---|---|---|
| MARK | DATE | DESCRIPTION |

GRAPHIC SCALES:

NORTH

# MARKET SUITES BUILDING 'B'

247 EAST 5TH STREET
WAHOO, NEBRASKA, 68066

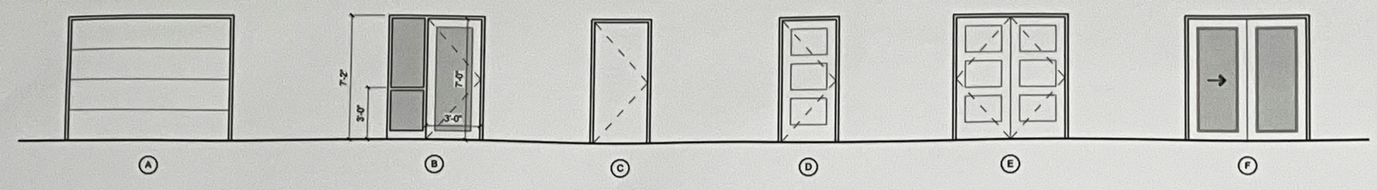
DATE: 2025-09-04
CONZETT PROJECT NUMBER: 24028-B

BLDG B - FIRST FLOOR PLAN & RCP

A1.1

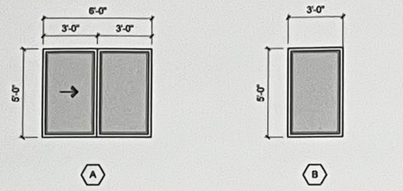
| DOOR & FRAME SCHEDULE - PUBLIC SPACES | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| MARK | DOOR | | | | | | FRAME | | | HARDWARE |
| | WIDTH | HEIGHT | THICKNESS | MATERIAL | FINISH | TYPE | MATERIAL | FINISH | BUTTS | LOCK |
| OH | 9'-0" | 7'-0" | — | — | PREFIN | A | — | — | — | — |
| SA-01 | 3'-0" | 7'-0" | 1-3/4" | HM | PT | B | HM | PT | 3 | |
| SA-02 | 3'-0" | 6'-8" | 1-3/4" | VINYL | PF | C | HM | WD | 3 | |
| SB-01 | 3'-0" | 7'-0" | 1-3/4" | WD | PT | B | HM | PT | 3 | |
| SB-02 | 3'-0" | 6'-8" | 1-3/4" | WD | PT | C | HM | PT | 3 | |
| 107 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 108 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 109 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 110 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 111 | 3'-0" | 6'-8" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |

| ROOM FINISH LEGEND - OVERALL MAIN FLOOR | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ROOM # | ROOM DESIGNATION | FLOOR | BASE | WALLS | | | | CEILING | |
| | | | | NORTH | SOUTH | EAST | WEST | MATERIAL | |
| SA | STAIR A | CPT-1 | WD | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT | |
| SB | STAIR B | CPT-1 | WD | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT | |
| 100 | INTERIOR CORRIDOR | CPT-2 | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT | |
| 107 | GARAGE 1 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT | |
| 108 | GARAGE 2 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT | |
| 109 | GARAGE 3 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT | |
| 110 | GARAGE 4 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT | |
| 111 | UTILITY | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT | |




## DOOR & FRAME ELEVATIONS
1/4" = 1'-0"

| WINDOW SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | FRAME | | | | GLASS TYPE | REMARKS |
| | WIDTH | HEIGHT | MATERIAL | FINISH | | |
| A | 6'-0" | 5'-0" | VINYL | PF | DOUBLE PANE - LOW-E | SLIDER W/ FIXED |
| B | 3'-0" | 5'-0" | VINYL | PF | DOUBLE PANE - LOW-E | FIXED OR CASEMENT |

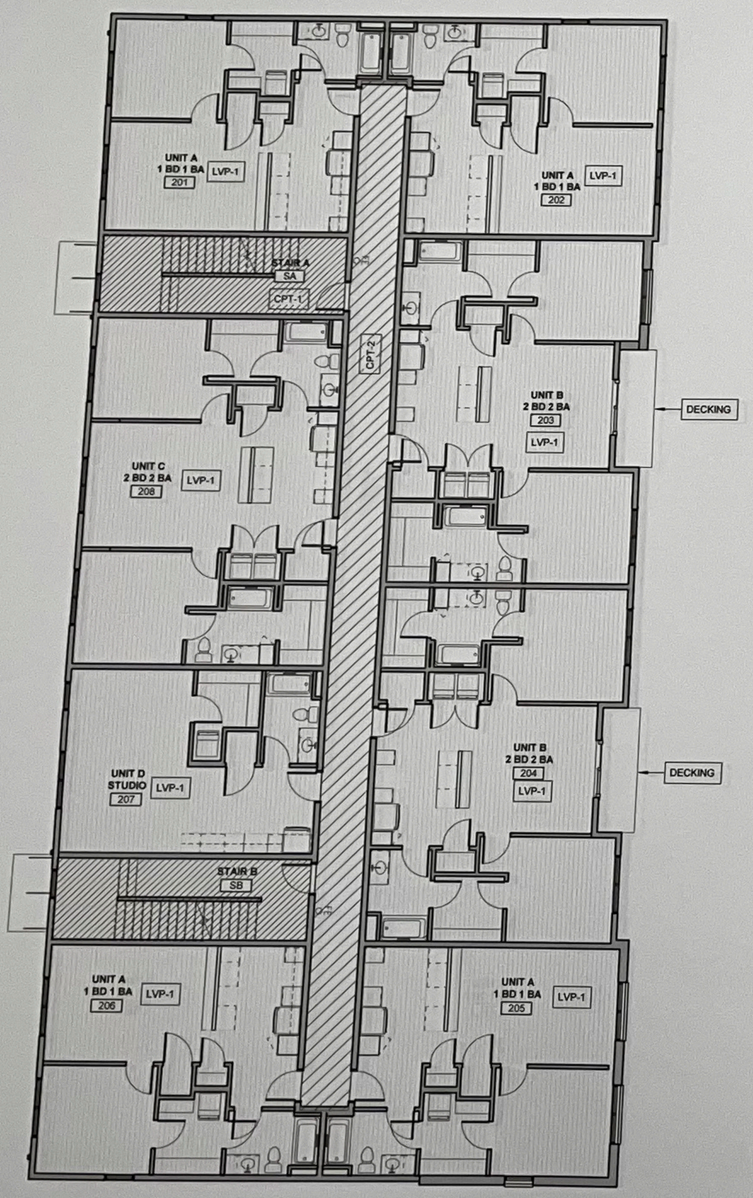



## WINDOW ELEVATIONS
1/4" = 1'-0"

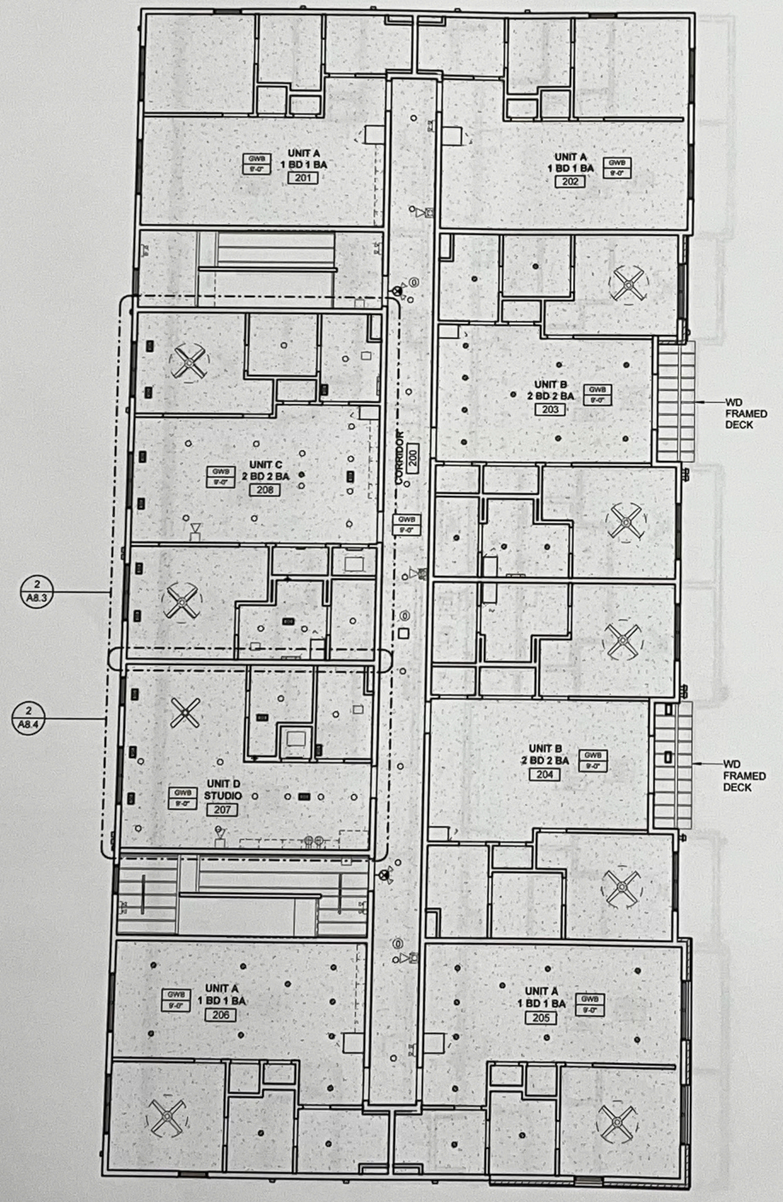
## GENERAL PLAN NOTES

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6. WORK SHALL COMPLY WITH ADA REQUIREMENTS. CONSULT ARCHITECT IF MOUNTING HEIGHTS AND CLEARANCES ARE IN DOUBT.

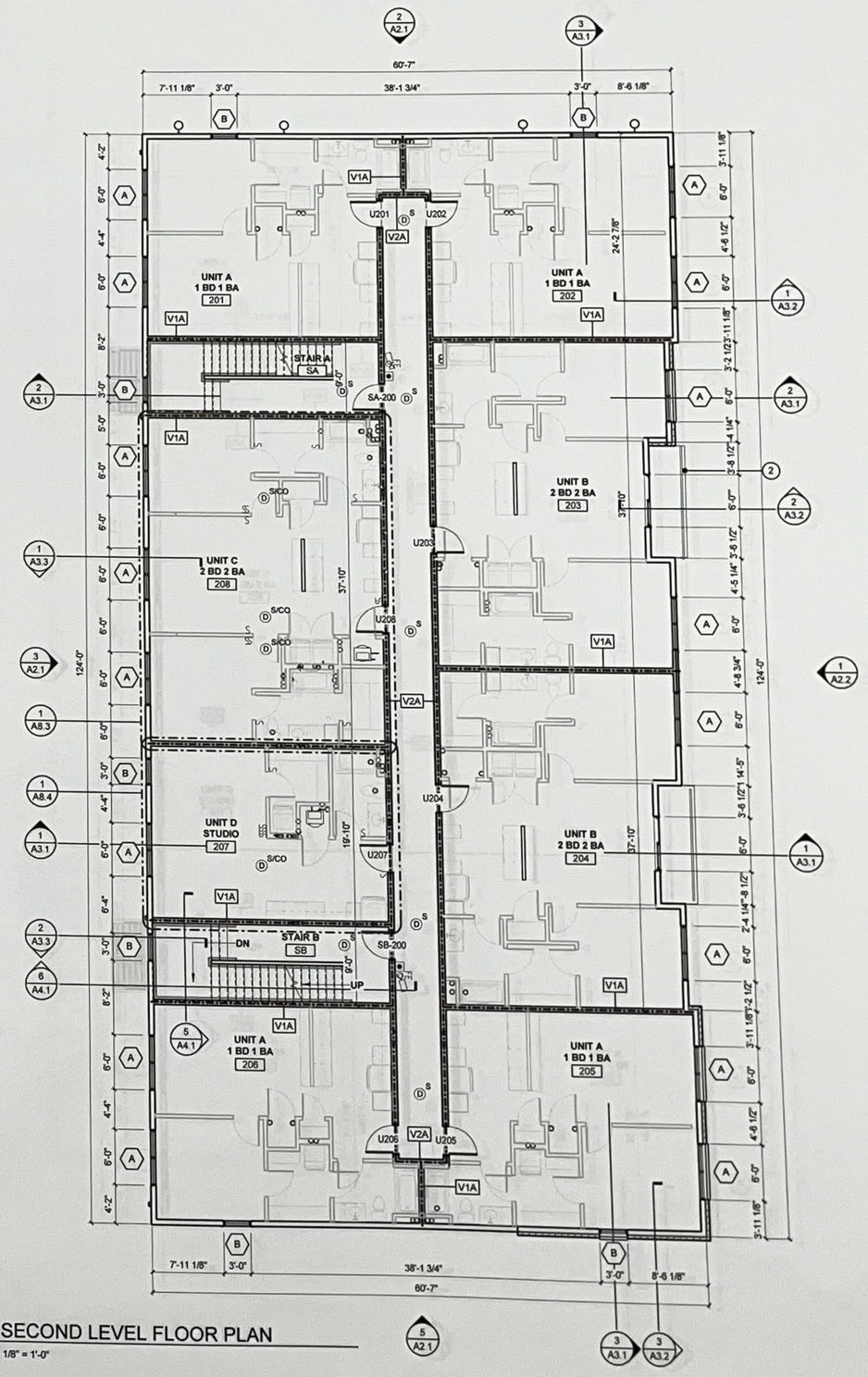
| FLOOR PLAN KEYED NOTES | |
|---|---|
| 1 | CARD READER, SEE ELEC |
| 2 | DOWNSPOUT; SEE CIVIL FOR TIE IN LOCATION |
| 3 | MANUAL PULL STATION, SEE MEP |
| 4 | FIRE EXTINGUISHER, 101VY0-FX2, SEMI-RECESSED IN WALL, SEE TYP. DETAIL |
| 5 | SLAB ON GRADE CONC. PATIO @ FIRST LEVEL, SEE ELEVATIONS FOR HEIGHT AND ADJACENT GRADE |




## 3 SECOND LEVEL FINISH PLAN
1/8" = 1'-0"




## 2 SECOND LEVEL RCP
1/8" = 1'-0"




## 1 SECOND LEVEL FLOOR PLAN
1/8" = 1'-0"


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CIVIL ENGINEER
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sehinc.com


ANDREW M. CONZETT A-4843 09-04-2025 STATE OF NEBRASKA

| REVISIONS SCHEDULE | | |
|---|---|---|
| MARK | DATE | DESCRIPTION |

GRAPHIC SCALES:

NORTH

# MARKET SUITES BUILDING 'B'

247 EAST 5TH STREET
WAHOO, NEBRASKA, 68066

DATE: 2025-09-04

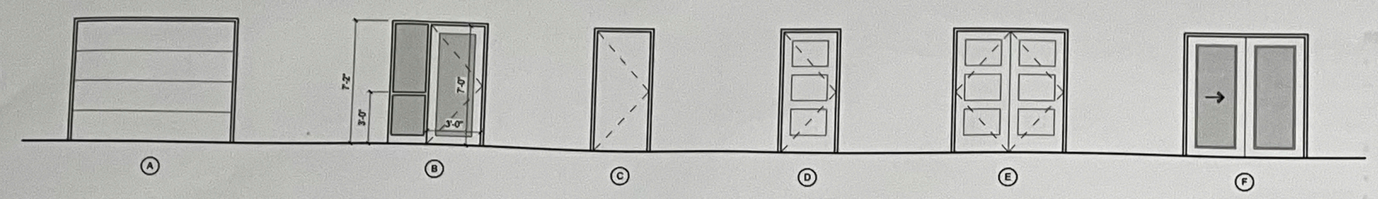
CONZETT PROJECT NUMBER: 24025-B

BLDG B - SECOND FLOOR PLAN & RCP

A1.2

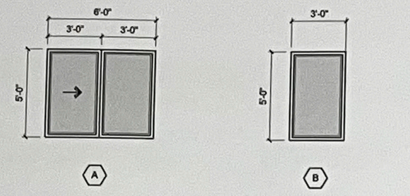
| DOOR & FRAME SCHEDULE - PUBLIC SPACES | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| MARK | DOOR | | | | | | FRAME | | | HARDWARE |
| | WIDTH | HEIGHT | THICKNESS | MATERIAL | FINISH | TYPE | MATERIAL | FINISH | BUTTS | LOCK |
| CH | 9'-0" | 7'-0" | — | — | PREFIN | A | — | — | — | — |
| SA-01 | 3'-0" | 7'-0" | 1-3/4" | HM | PT | B | HM | PT | 3 | |
| SA-02 | 3'-0" | 6'-8" | 1-3/4" | VINYL | PF | C | HM | WD | 3 | |
| SB-01 | 3'-0" | 7'-0" | 1-3/4" | WD | PT | B | HM | PT | 3 | |
| SB-02 | 3'-0" | 6'-8" | 1-3/4" | WD | PT | C | HM | PT | 3 | |
| 107 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 108 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 109 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 110 | 9'-0" | 7'-0" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |
| 111 | 3'-0" | 6'-8" | 1-3/4" | WD | PT | C | HM | PT | 3 | PASSAGE |

| ROOM FINISH LEGEND - OVERALL MAIN FLOOR | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ROOM # | ROOM DESIGNATION | FLOOR | BASE | WALLS | | | | CEILING |
| | | | | NORTH | SOUTH | EAST | WEST | MATERIAL |
| SA | STAIR A | CPT-1 | WD | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| SB | STAIR B | CPT-1 | WD | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 100 | INTERIOR CORRIDOR | CPT-2 | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 107 | GARAGE 1 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 108 | GARAGE 2 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 109 | GARAGE 3 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 110 | GARAGE 4 | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |
| 111 | UTILITY | CONC | VINYL | GWB - PT | GWB - PT | GWB - PT | GWB - PT | GWB - PT |




## DOOR & FRAME ELEVATIONS
1/4" = 1'-0"

| WINDOW SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | FRAME | | | | GLASS TYPE | REMARKS |
| | WIDTH | HEIGHT | MATERIAL | FINISH | | |
| A | 6'-0" | 5'-0" | VINYL | PF | DOUBLE PANE - LOW-E | SLIDER W/ FIXED |
| B | 3'-0" | 5'-0" | VINYL | PF | DOUBLE PANE - LOW-E | FIXED OR CASEMENT |

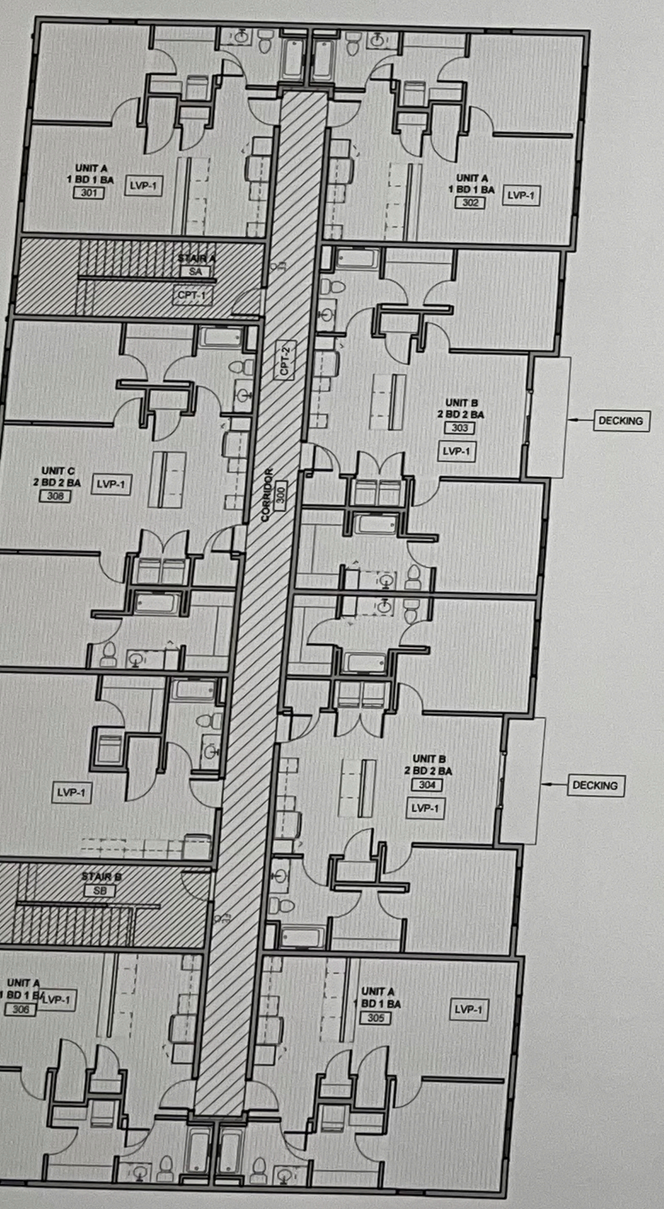



## WINDOW ELEVATIONS
1/4" = 1'-0"

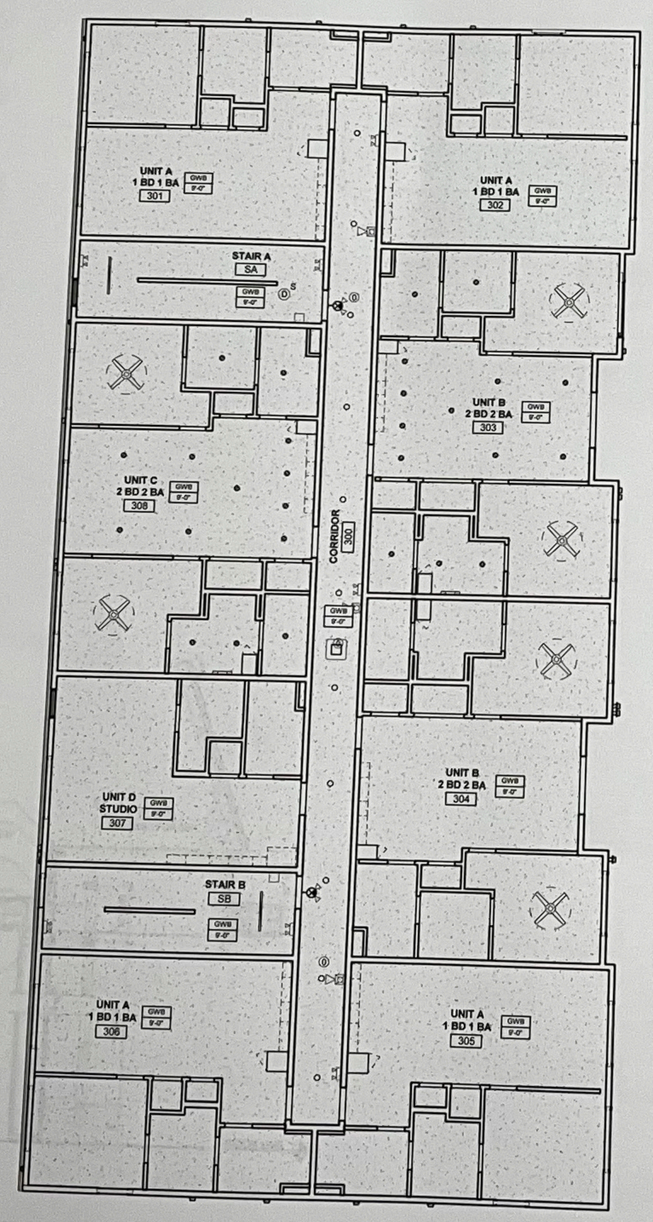
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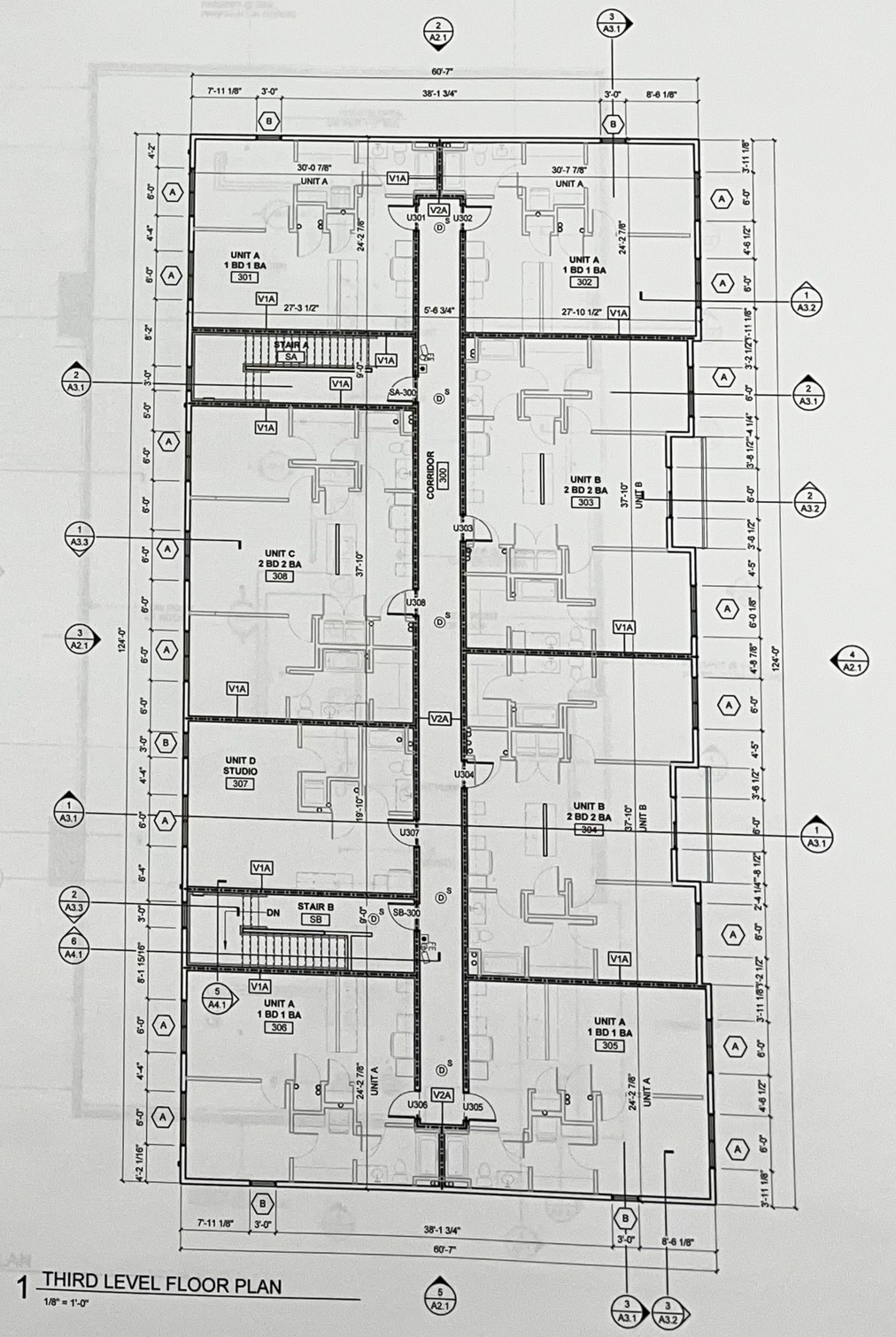
| FLOOR PLAN KEYED NOTES | |
|---|---|
| 1 | CARD READER, SEE ELEC |
| 2 | DOWNSPOUT, SEE CIVIL FOR TIE IN LOCATION |
| 3 | MANUAL PULL STATION, SEE MEP |
| 4 | FIRE EXTINGUISHER, 10?/?10-FX2, SEMI-RECESSED IN WALL, SEE TYP. DETAIL |
| 5 | SLAB ON GRADE CONC. PATIO @ FIRST LEVEL, SEE ELEVATIONS FOR HEIGHT AND ADJACENT GRADE |




3 THIRD LEVEL FINISH PLAN
1/8" = 1'-0"




2 THIRD LEVEL RCP
1/8" = 1'-0"




1 THIRD LEVEL FLOOR PLAN
1/8" = 1'-0"


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ANDREW M CONZETT A-4843 09-04-2025 STATE OF NEBRASKA

| REVISIONS SCHEDULE | | |
|---|---|---|
| MARK | DATE | DESCRIPTION |

GRAPHIC SCALES:

NORTH

# MARKET SUITES BUILDING 'B'

247 EAST 5TH STREET
WAHOO, NEBRASKA, 68066

DATE: 2025-09-04
CONZETT PROJECT NUMBER: 24028-B

BLDG B - THIRD FLOOR PLAN & RCP

A1.3




4 BLDG B - EAST ELEVATION
1/8" = 1'-0"




| WINDOW SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | FRAME | | | | GLASS TYPE | REMARKS |
| | WIDTH | HEIGHT | MATERIAL | FINISH | | |
| A | 6'-0" | 5'-0" | VINYL | PF | DOUBLE PANE - LOW-E | SLIDER W/ FIXED |
| B | 3'-0" | 5'-0" | VINYL | PF | DOUBLE PANE - LOW-E | FIXED OR CASEMENT |

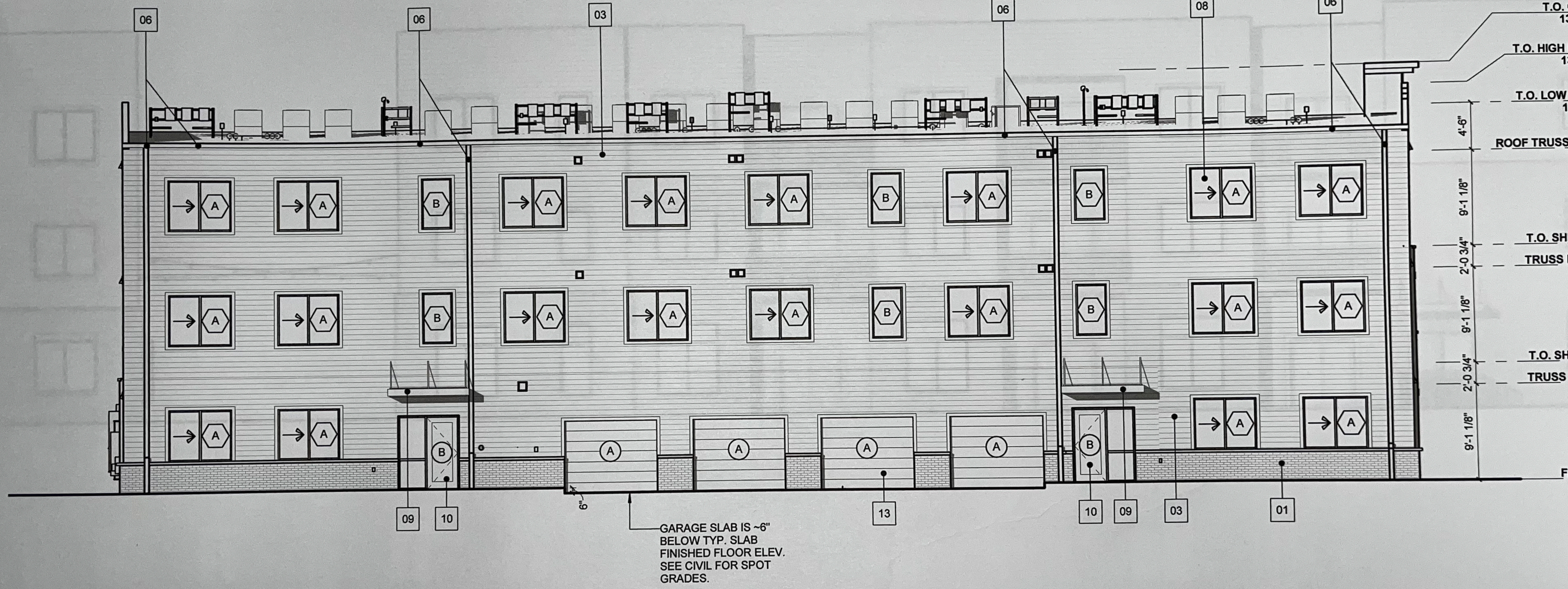
| | | | | |
|---|---|---|---|---|
| 15 | FRAMED CORNICE, SEE WALL SECTIONS | CUSTOM | BLACK | |
| 14 | TRIM | JAMES HARDIE | MATCH ADJACENT MTRL | SMOOTH |
| 13 | OVERHEAD DOOR | OHD - STANDARD PANEL | LT GRAY | INSULATED STL |
| 12 | PREFINISHED SLIDING PATIO DOOR | CLOPAY | WHITE | VINYL |
| 11 | PREFINISHED WINDOW ASSEMBLY | — | WHITE | VINYL |
| 10 | ALUMINUM STOREFRONT ENTRY DOOR | — | BLACK | — |
| 09 | ALUMINUM CANOPY | UPSIDE INNOVATIONS | BLACK | — |
| 08 | WOOD CANOPY | CUSTOM, WOOD | BLACK | — |
| 07 | METAL GUARDRAIL SYSTEM | — | BLACK | — |
| 06 | PREFINISHED GUTTERS & DOWNSPOUTS | — | BLACK | — |
| 05 | PREFINISHED METAL COPING | JAMES HARDIE | BLACK | — |
| 04 | FIBER CEMENT LAP SIDING - PT-3 | JAMES HARDIE | PT-3 - NIGHT GRAY | SMOOTH |
| 03 | FIBER CEMENT LAP SIDING - PT-2 | JAMES HARDIE | PT-2 - PEARL GRAY | SMOOTH |
| 02 | FIBER CEMENT LAP SIDING - PT-1 | JAMES HARDIE | PT-1 - ARCTIC WHITE | SMOOTH |

BASE BID: BRICK TO BELOW GRADE

ALTERNATE: EXPOSED CONCRETE STEM WALL, FACE OF CONC. TO ALIGN W/ FACE OF BRICK

## 4 BLDG B - EAST ELEVATION

1/8" = 1'-0"

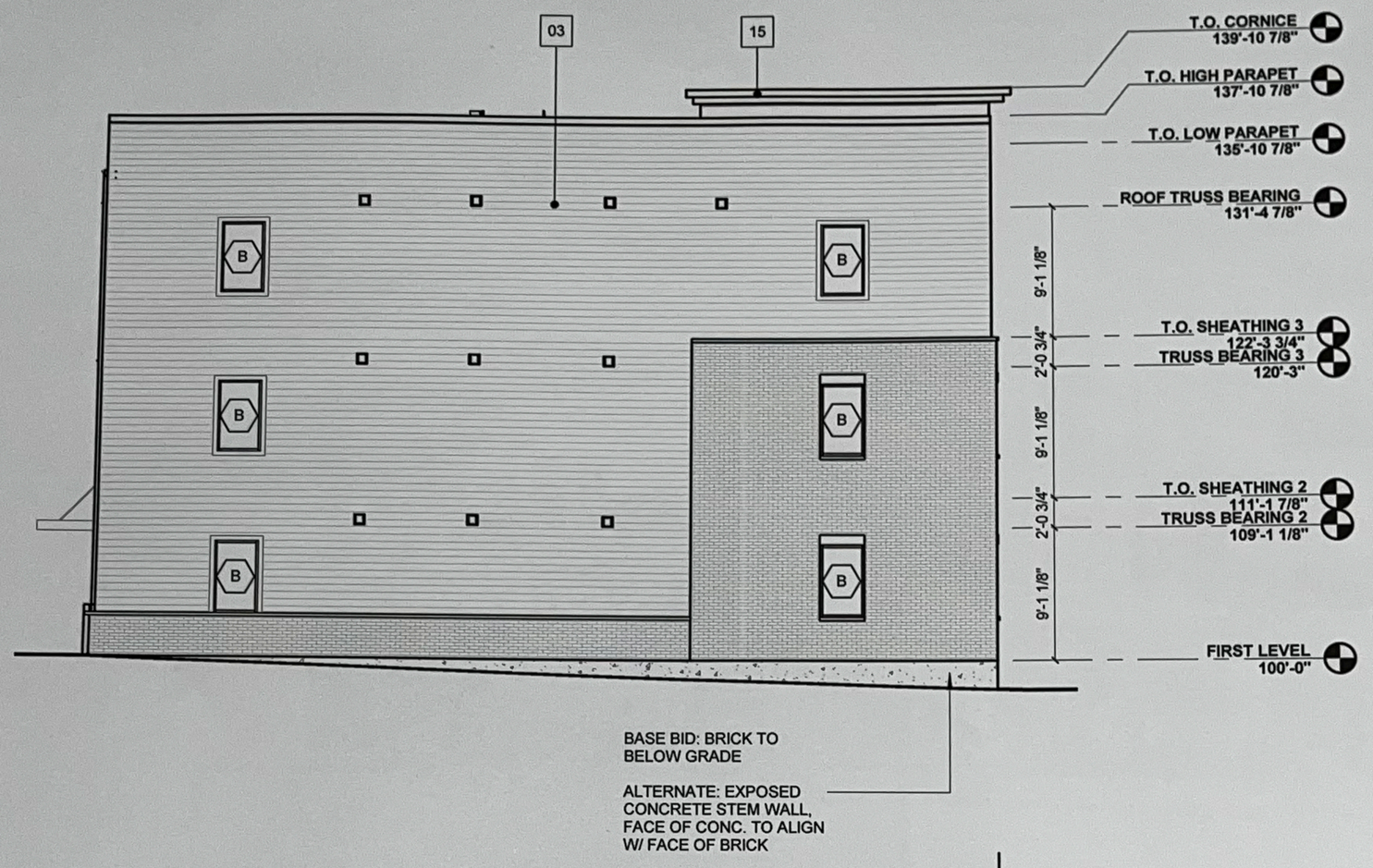



## 3 BLDG B - WEST ELEVATION

1/8" = 1'-0"

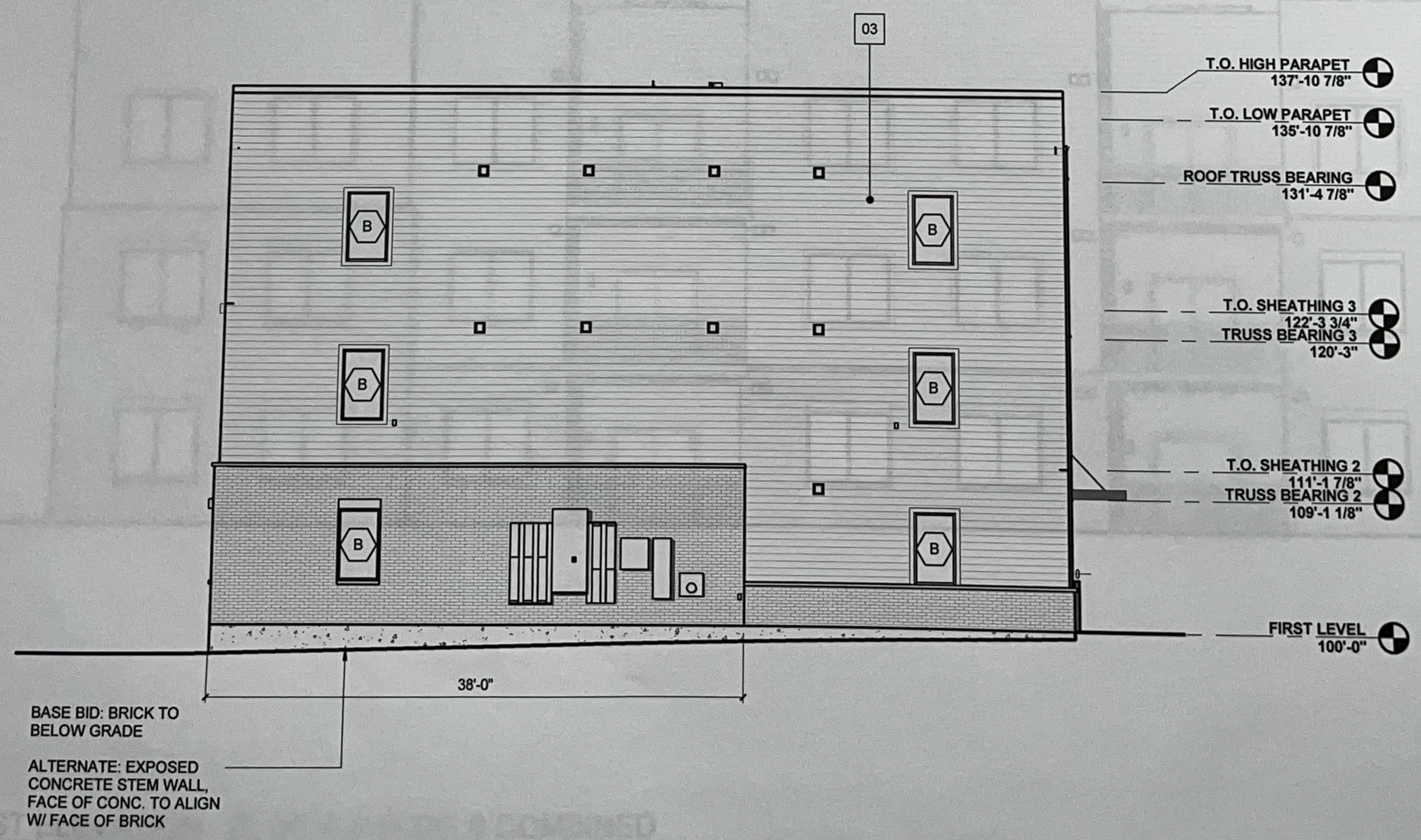
## ? WINDOW ELEVATIONS

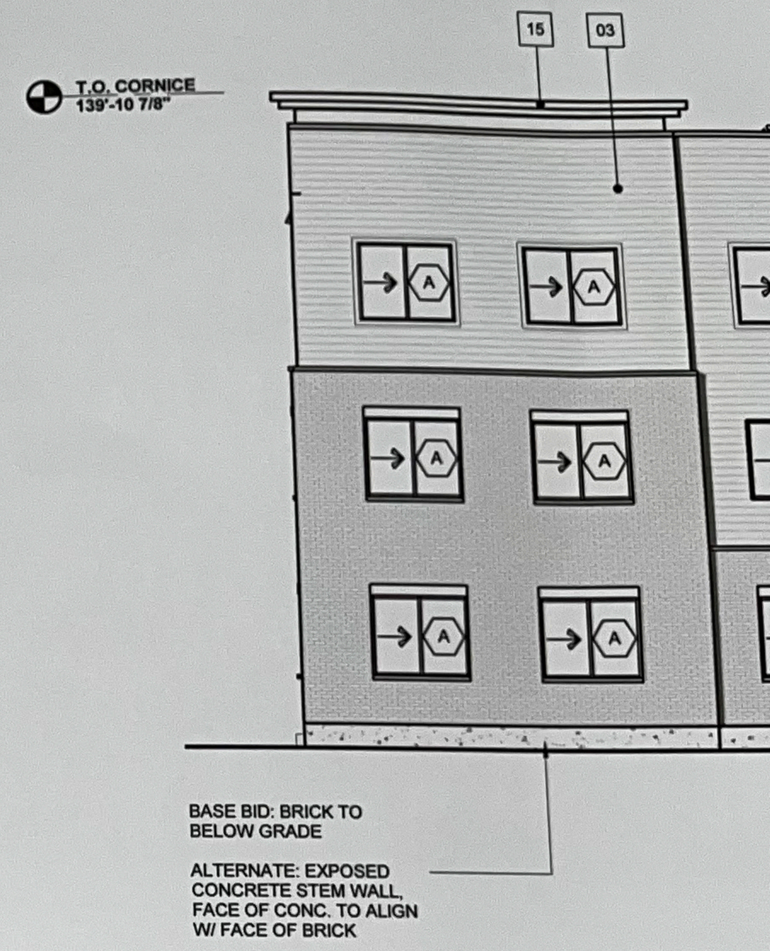
1/4" = 1'-0"




## 5 BLDG B - SOUTH ELEVATION

1/8" = 1'-0"




## 4 BLDG B - EAST ELEVATION

1/8" = 1'-0"



**Wahoo Public Library** **Wahoo, Nebraska** **October 14, 2025**

The Council met in Regular session in the Wahoo Public Library, in compliance with the agenda posted at City Hall, Post Office, and First Bank of Nebraska, and the City of Wahoo website, with each Council member being notified of the agenda prior to the meeting. The meeting was called to order by Mayor Gerald D. Johnson at 7:00 PM and opened with the Pledge of Allegiance. The public was informed of the location of posting of the Open Meetings Law. Roll call was taken with the following Council members: Ryan Ideus: Present, Stuart Krejci: Present, Patrick Nagle: Present, Chris Rappl: Present, Shane Sweet: Present, Carl Warford: Absent.

Mary Dailey asked if City Council meetings could be on Mondays. The Mayor advised that when the Council is recognized in December the meeting dates and times are set to coordinate with the Council Members availability.

City Council Member Krejci motioned, and City Council Member Sweet seconded to approve the consent agenda which included. Acceptance of Carl Warford's absence, approval of the September 23, 2025, minutes and approval of the following claims:

BEN – Benefits $14,183.70,
BLD – Baltz, Susan $600.00, Heartland Office Cleaners $1,040.00, Jackson Services $258.98,
EDU – Bohaty, William $63.47, Wonderful Life Project $205.07, Wynn, Joe $69.61
EQU – Coast to Coast Computer Products $22.99, Eakes $75.52,
LIB – Baker & Taylor $227.52, Blackstone Publishing $2,400.00, Midwest Tape $555.63,
MED – Airgas $96.81, BoundTree $884.96, ESO $834.75, One Billing Solutions $5,750.17, Stryker $371.11,
MEM – NE Library Commission $500.00,
MISC – First Edition Printing $80.00, First Interstate Bank $1,600.00, NE Dept of Revenue $443.00, NextGen Properties $17,683.13, Revolving Fund $101.50, Wahoo Area Economic Development $7,500.00, Wahoo Parks and Rec $80,000.00, Wahoo Public Building and Grounds $145,665.86, Wahoo Utilities $25,386.65,
PAY – Payroll $111,112.19,
PRO – Critical Hire $25.00, One Call Concepts $26.80,
STR – Bader's Highway & Street $49,982.00, Benes Services $118.75, Rose Equipment $1,471.94,
SUB – Caselle $1,360.45, ESRI $4,343.85,
SUP – Simons $59.45,
UTL - Butler Public Power $40.20, Charter $124.98, Paper Tiger $35.00, Verizon $320.35, Waste Connections $266.13,
VEH – Breuning $13,513.56, O'Reilly Auto Parts $48.83, Otte's Amoco $679.06, Sid Dillion $96.26, Wahoo Auto Parts $169.43.

Roll call vote Krejci, yes; Sweet, yes; Warford, absent and not voting; Ideus, yes; Rappl, yes; Nagle, yes. Motion carried

A Public Hearing regarding a rezone application for 1677 Co Rd M was opened at 7:05pm. Kurt Hohn spoke to his application. The Planning Commission had recommended not to approve the application citing concerns with spot zoning. Kurt Hohn commented to not knowing that the zoning of his property had ever been R3 and that he just wants the ability to have some livestock

on the property. City Council Member Ideus motioned, and City Council Member Rappl seconded to close the public hearing at 7:12pm. Roll call vote Ideus, yes; Rappl, yes; Nagle, yes; Warford, absent and not voting; Sweet, yes; Krejci, yes. Motion carried.

City Attorney Lausterer commented on the legality of spot zoning need to amend future land use if the change in zoning approved. City Council Member Ideus motioned, and City Council Member Krejci seconded table. Roll call vote Ideus, yes; Krejci, yes; Warford, absent and not voting; Sweet, yes; Rappl, yes; Nagle, yes. Motion carried.

Public hearing regarding the preliminary plat for Dry Run commons was opened at 7:23pm. Kevin Anderson JEO - Dry Run Commons presented the preliminary plat. He stated that the final plat will be presented to the Council in phases and as part of the first final plat they would seek a waiver to the cities cul-de-sac requirements. City Council Member Rappl motioned, and City Council Member Krejci seconded close public hearing at 7:30pm. Roll call vote Rappl, yes; Krejci, yes; Nagle, yes; Warford, absent and not voting; Ideus, yes; Sweet, yes. Motion carried.

City Council Member Sweet motioned, and City Council Member Ideus seconded to approve the preliminary plat for Dry Run Commons. Roll call vote Sweet, yes; Ideus, yes; Krejci, yes; Warford, absent and not voting; Rappl, yes; Nagle, yes. Motion carried.

Mary Daily asked for an update. Lausterer stated that there has been no council actions or conversations regarding Phase II of the Kennedy Campus South Hall Project.

City Council Member Krejci motioned, and City Council Member Nagle seconded approve the alignment of frontages for 1714 N Linden Street. Roll call vote Krejci, yes; Nagle, yes; Sweet, yes; Warford, absent and not voting; Ideus, yes; Rappl, yes. Motion carried.

City Council Member Krejci motioned, and City Council Member Sweet seconded approve the amendments to Wahoo Super Redevelopment Plan Amendment and the Wahoo Super Redevelopment Agreement based on the terms presented to the Council sitting as the CDA, and to authorize the Mayor to execute the agreement thereafter, contingent on approval of form by the City of Wahoo's legal counsel for tax increment financing. Roll call vote Krejci, yes; Sweet, yes; Warford, absent and not voting; Ideus, yes; Rappl, yes; Nagle, yes. Motion carried.

Building Inspector/Zoning Administrator Beavers spoke to the request to occupy the public ROW. There were comments about the impact to the traffic on Beech and on 4th street. City Council Member Krejci motioned, and City Council Member Ideus seconded approve the request to occupy the right of way for the temporary fence not to exceed what has been presented with final approval to be granted by city staff subject to a December 31, 2026, expiration date. Roll call vote Krejci, yes; Ideus, yes; Sweet, yes; Warford, absent and not voting; Rappl, yes; Nagle, yes. Motion carried.

City Council Member Krejci motioned, and City Council Member Sweet seconded approve an agreement between City of Wahoo and JEO Consulting Group, Inc. to complete final design and construction documents for Highlands Park, located north of the Wahoo water tower. Roll call

vote Krejci, yes; Sweet, yes; Warford, absent and not voting; Ideus, yes; Rappl, yes; Nagle, yes. Motion carried.

City Council Member Krejci motioned, and City Council Member Rappl seconded approve Resolution No. 2025-14 to adopt the 2025 Hazard Mitigation Plan as prepared by the Lower Platte North NRD and approved by FEMA for the City of Wahoo.

**RESOLUTION NO. 2025-14**

**WHEREAS**, the Federal Disaster Mitigation Act of 2000 was signed into law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

**WHEREAS**, a Multi-Jurisdictional Hazard Mitigation Plan was prepared by the Lower Platte North Natural Resources District, with assistance from JEO Consulting Group, Inc.

**WHEREAS**, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the counties and participating jurisdictions located within the planning boundary by identifying the hazards that affect City of Wahoo and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

**WHEREAS**, FEMA regulations require documentation that the plan has been formally adopted by the governing body of City of Wahoo in the form of a resolution and further requesting approval of the plan at the Federal Level; and

**NOW, THEREFORE**, the governing body of City of Wahoo does herewith adopt the most recent and FEMA approved version of the Lower Platte North NRD Hazard Mitigation Plan in its entirety; and

Roll call vote Krejci, yes; Rappl, yes; Nagle, yes; Sweet, yes; Warford, absent and not voting; Ideus, yes. Motion carried.

City Council Member Rappl motioned, and City Council Member Nagle seconded to approve the agreement as presented and authorize the Mayor to sign Memorandum of Understanding between Saunders County and City of Wahoo Police Department regarding radio communication equipment. Roll call vote Rappl, yes; Nagle, yes; Krejci, yes; Warford, absent and not voting; Ideus, yes; Sweet, yes. Motion carried.

City Council Member Krejci motioned, and City Council Member Ideus seconded to approve moving the December 23, 2025, meeting to December 22, 2025. Roll call vote Krejci, yes; Ideus, yes; Sweet, yes; Warford, absent and not voting; Rappl, yes; Nagle, yes. Motion carried.

City Council Member Ideus motioned, and City Council Member Sweet seconded to authorize the de-obligation of reuse funds from the 2019 Housing Rehab loan program of $20,494, to transfer the funds to the General Fund, and commit these funds to be used as a portion of the local match

for the 2025 Housing Trust Grant Program through SENAHC for Wahoo. Roll call vote Ideus, yes; Sweet, yes; Warford, absent and not voting; Rappl, yes; Krejci, yes; Nagle, yes. Motion carried.

City Council Member Krejci motioned, and City Council Member Rappl seconded approve Resolution No 2025-15 to authorize placement of no parking signs on the North Side of 16th Street between Sycamore Street and Locust Street.

**RESOLUTION NO. 2025-15**

**WHEREAS**, the Governing Body of the City of Wahoo, Nebraska, has enacted a Municipal Code, and,

**WHEREAS**, Wahoo Municipal Code Section 70.01 adopts all portion of the Nebraska Rules of the Road and incorporates them by reference into the Wahoo Municipal Code, and,

**WHEREAS**, Section 60-680 (1)(b) of the Nebraska Revised Statutes provides the following:

> "(1) Any local authority with respect to highways under its jurisdiction and within the reasonable exercise of police power may: … (b) Regulate traffic by means of peace officers or traffic control devices;" and

**WHEREAS**, Section 60-624 of the Nebraska Revised Statutes defines a highway as follows:

> "Highway shall mean the entire width between the boundary limits of any street, road, avenue, boulevard, or way which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel." and,

**WHEREAS**, Section 60-670 of the Nebraska Revised Statutes defines a traffic control device as follows:

> "Traffic control device shall mean any sign, signal, marking, or other device not inconsistent with the Nebraska Rules of the Road placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning, or guiding traffic." and,

**WHEREAS**, the Mayor and Council of the City of Wahoo, Nebraska, as the City of Wahoo's Governing Body, do desire to adopt this resolution providing for prohibiting parking at certain locations within the corporate limits of the City of Wahoo, Nebraska,

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Wahoo, Nebraska, as follows:

Section 1. That the finding hereinabove made should be and are hereby made a part of this Resolution as fully as if set out at length herein.

Section 2. That traffic control devices, to wit: one or more No Parking signs, be erected at the following locations, all located in the City of Wahoo, Nebraska:

Along the Northside of 16th Street Between North Locust Street and North Sycamore Street.

Section 3. That upon the approval of this Resolution and at the discretion of the Chief of Police, the aforenoted traffic control devices shall be erected, and this Resolution shall remain in full force and effect until the removal of said aforenoted signs, by the City of Wahoo, Nebraska, at which time, this Resolution shall be of no force and effect.

Roll call vote Krejci, yes; Rappl, yes; Nagle, yes; Sweet, yes; Warford, absent and not voting; Ideus, yes. Motion carried

The Mayor commented on the Nebraska Department of Transportations plan for expansion of HWY 77 towards Fremont stating that funding has been pushed to the 2028 fiscal year funding cycle.

The meeting was adjourned at 9:06pm.

Approved:

_____ _____

Christina Fasel, City Clerk Gerald D. Johnson, Mayor

| GL Account and Title | Vendor Name | Description | Invoice Number | Invoice Date | Net Invoice Amount | Amount Paid |
|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | |
| **101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE** | | | | | | |
| 101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Reditech | Monthly phone split Oct 2025 | 81468 | 10/01/2025 | 38.40 | .00 |
| 101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Verizon Wireless | Acct #783729194-00001 City Admin phone | 6126522512 | 10/20/2025 | 40.05 | .00 |
| Total 101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE: | | | | | 78.45 | .00 |
| **101-01-554.630 BUILDING MAINTENANCE** | | | | | | |
| 101-01-554.630 BUILDING MAINTENANCE | Baltz, Susan | 2 weeks office cleaning | 2OCT25 | 10/19/2025 | 400.00 | .00 |
| 101-01-554.630 BUILDING MAINTENANCE | Jackson Services, Inc. | mop, towels | 5664171 | 10/14/2025 | 95.96 | .00 |
| 101-01-554.630 BUILDING MAINTENANCE | Jackson Services, Inc. | mats and towles | 5670052 | 10/21/2025 | 51.28 | .00 |
| 101-01-554.630 BUILDING MAINTENANCE | Jackson Services, Inc. | mats and towles | 5676619 | 10/28/2025 | 40.29 | .00 |
| Total 101-01-554.630 BUILDING MAINTENANCE: | | | | | 587.53 | .00 |
| **101-01-554.650 EQUIPMENT MAINTENANCE** | | | | | | |
| 101-01-554.650 EQUIPMENT MAINTENANCE | Lincoln Winwater Works | pipe for fuel pump repair | 115215 | 10/09/2025 | 125.50 | .00 |
| 101-01-554.650 EQUIPMENT MAINTENANCE | Midwest Petroleum Equipm | Fuel pump repair | 36068 | 10/10/2025 | 43.21 | .00 |
| Total 101-01-554.650 EQUIPMENT MAINTENANCE: | | | | | 168.71 | .00 |
| **101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE** | | | | | | |
| 101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly email Oct 2025 | 81468 | 10/01/2025 | 136.20 | .00 |
| 101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly Computer Maint Oct 2025 | 81468 | 10/01/2025 | 234.00 | .00 |
| Total 101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE: | | | | | 370.20 | .00 |
| Total GENERAL FUND: | | | | | 1,204.89 | .00 |
| **POLICE FUND** | | | | | | |
| **102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE** | | | | | | |
| 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | AT&T WirelessSM | Department Issued Phones | 287360387910 | 10/11/2025 | 39.10 | .00 |
| 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Reditech | Monthly phone split Oct 2025 | 81468 | 10/01/2025 | 72.60 | .00 |
| 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Verizon Wireless | Acct #483732120-00001 Police Hotspot | 6125182506 | 10/04/2025 | 160.04 | .00 |
| 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Windstream Corporation | Acct #092217725 PD internet | OCTOBER202 | 10/13/2025 | 144.77 | .00 |
| Total 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE: | | | | | 416.51 | .00 |
| **102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE** | | | | | | |
| 102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly Computer Maint Oct 2025 | 81468 | 10/01/2025 | 396.00 | .00 |
| 102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly Computer Maint Oct 2025 | 81630 | 10/01/2025 | 122.40 | .00 |
| Total 102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE: | | | | | 518.40 | .00 |
| Total POLICE FUND: | | | | | 934.91 | .00 |

| GL Account and Title | Vendor Name | Description | Invoice Number | Invoice Date | Net Invoice Amount | Amount Paid |
|---|---|---|---|---|---|---|
| **STREET FUND** | | | | | | |
| **103-01-546.110 SALARIES & WAGES** | | | | | | |
| 103-01-546.110 SALARIES & WAGES | Wahoo Utilities | GIS wage reimbursement | 102425 | 10/18/2025 | 431.31 | .00 |
| Total 103-01-546.110 SALARIES & WAGES: | | | | | 431.31 | .00 |
| **103-01-546.215 EMPLOYEE BENEFITS** | | | | | | |
| 103-01-546.215 EMPLOYEE BENEFITS | Wahoo Utilities | GIS benefits reimbursement | 102425 | 10/18/2025 | 32.99 | .00 |
| Total 103-01-546.215 EMPLOYEE BENEFITS: | | | | | 32.99 | .00 |
| **103-01-550.310 MATERIALS & SUPPLIES** | | | | | | |
| 103-01-550.310 MATERIALS & SUPPLIES | Bomgaars | sign repair | 27340311 | 10/01/2025 | 51.28 | .00 |
| 103-01-550.310 MATERIALS & SUPPLIES | O'Reilly Automotive, Inc. | fuel additive | 5646-315388 | 10/07/2025 | 26.96 | .00 |
| 103-01-550.310 MATERIALS & SUPPLIES | Wahoo Auto Parts LLC | Oil dry for semi accident at round-a-bout | 5398-311681 | 10/08/2025 | 184.65 | .00 |
| Total 103-01-550.310 MATERIALS & SUPPLIES: | | | | | 262.89 | .00 |
| **103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE** | | | | | | |
| 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Charter Communications | Acct #156543701 Street Dept internet | 156543701101 | 10/14/2025 | 150.00 | .00 |
| 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Reditech | Monthly phone split Oct 2025 | 81468 | 10/01/2025 | 12.80 | .00 |
| 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Verizon Wireless | Acct #783729194-00001 Street Dept phone | 6126522512 | 10/20/2025 | 40.05 | .00 |
| 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Verizon Wireless | Acct #783729194-00002 - Tablets (7) 9/21/25-10/20/25 | 6126522513 | 10/20/2025 | 140.14 | .00 |
| Total 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE: | | | | | 342.99 | .00 |
| **103-01-550.510 ASPHALT/GRAVEL/CONCRETE** | | | | | | |
| 103-01-550.510 ASPHALT/GRAVEL/CONCRETE | Wahoo Concrete Products | concrete repair J road btw old Hw7 77 and new Hwy 77 | 112093 | 10/10/2025 | 857.50 | .00 |
| Total 103-01-550.510 ASPHALT/GRAVEL/CONCRETE: | | | | | 857.50 | .00 |
| **103-01-554.630 BUILDING MAINTENANCE** | | | | | | |
| 103-01-554.630 BUILDING MAINTENANCE | Jackson Services, Inc. | Street Dept Mats | 5664169 | 10/14/2025 | 34.49 | .00 |
| 103-01-554.630 BUILDING MAINTENANCE | Jackson Services, Inc. | Street Dept Mats | 5670050 | 10/21/2025 | 34.47 | .00 |
| 103-01-554.630 BUILDING MAINTENANCE | Jackson Services, Inc. | Street Dept Mats | 5676617 | 10/28/2025 | 34.44 | .00 |
| Total 103-01-554.630 BUILDING MAINTENANCE: | | | | | 103.40 | .00 |
| **103-01-554.640 CAR/TRUCK MAINTENANCE** | | | | | | |
| 103-01-554.640 CAR/TRUCK MAINTENANCE | O'Reilly Automotive, Inc. | Oil Filter | 5646-315944 | 10/14/2025 | 10.64 | .00 |
| 103-01-554.640 CAR/TRUCK MAINTENANCE | O'Reilly Automotive, Inc. | Fan Clutch/ Clutch tool | 5646-316199 | 10/17/2025 | 137.47 | .00 |
| 103-01-554.640 CAR/TRUCK MAINTENANCE | Wahoo Auto Parts LLC | Oil filter | 5398-311880 | 10/14/2025 | 8.25 | .00 |
| 103-01-554.640 CAR/TRUCK MAINTENANCE | Wahoo Auto Parts LLC | fuel/water separator | 5398-311911 | 10/14/2025 | 110.75 | .00 |
| 103-01-554.640 CAR/TRUCK MAINTENANCE | Wahoo Auto Parts LLC | tailgate lock | 5398-311988 | 10/16/2025 | 7.74 | .00 |
| Total 103-01-554.640 CAR/TRUCK MAINTENANCE: | | | | | 274.85 | .00 |

| GL Account and Title | Vendor Name | Description | Invoice Number | Invoice Date | Net Invoice Amount | Amount Paid |
|---|---|---|---|---|---|---|
| **103-01-554.650 EQUIPMENT MAINTENANCE** | | | | | | |
| 103-01-554.650 EQUIPMENT MAINTENANCE | Bomgaars | power washer extension hose | 27339901 | 09/30/2025 | 109.99 | .00 |
| 103-01-554.650 EQUIPMENT MAINTENANCE | Bomgaars | hydro hose repair | 27340856 | 10/03/2025 | 15.67 | .00 |
| 103-01-554.650 EQUIPMENT MAINTENANCE | O'Reilly Automotive, Inc. | battery for street sweeper | 5646-315942 | 10/14/2025 | 139.18 | .00 |
| 103-01-554.650 EQUIPMENT MAINTENANCE | Wahoo Auto Parts LLC | starter relay for sweeper | 5398-312106 | 10/20/2025 | 35.96 | .00 |
| Total 103-01-554.650 EQUIPMENT MAINTENANCE: | | | | | 300.80 | .00 |
| **103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE** | | | | | | |
| 103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly email Oct 2025 | 81468 | 10/01/2025 | 136.71 | .00 |
| 103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly Computer Maint Oct 2025 | 81468 | 10/01/2025 | 78.00 | .00 |
| Total 103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE: | | | | | 214.71 | .00 |
| **103-01-554.680 RESURFACING & STREET MAINT.** | | | | | | |
| 103-01-554.680 RESURFACING & STREET MAINT. | Pavers Inc. | 2.21 ton cold mix asphalt | 112100 | 09/29/2025 | 369.07 | .00 |
| Total 103-01-554.680 RESURFACING & STREET MAINT.: | | | | | 369.07 | .00 |
| Total STREET FUND: | | | | | 3,190.51 | .00 |
| **CEMETERY FUND** | | | | | | |
| **104-01-550.310 MATERIALS & SUPPLIES** | | | | | | |
| 104-01-550.310 MATERIALS & SUPPLIES | Bomgaars | bolts, flag, rope | 27340536 | 10/02/2025 | 23.96 | .00 |
| 104-01-550.310 MATERIALS & SUPPLIES | Bomgaars | weedeater head | 27342153 | 10/07/2025 | 33.99 | .00 |
| Total 104-01-550.310 MATERIALS & SUPPLIES: | | | | | 57.95 | .00 |
| **104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE** | | | | | | |
| 104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Omaha Public Power Distri | Cemetery electrical service charge | OCT2025 | 10/10/2025 | 40.94 | .00 |
| 104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Verizon Wireless | Acct #783729194-00001 Cemetery phone | 6126522512 | 10/20/2025 | 48.00 | .00 |
| Total 104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE: | | | | | 88.94 | .00 |
| **104-01-554.620 LAND MAINTENANCE** | | | | | | |
| 104-01-554.620 LAND MAINTENANCE | Bomgaars | cemetery fencing | 27344606 | 10/14/2025 | 364.85 | .00 |
| 104-01-554.620 LAND MAINTENANCE | Bomgaars | cemetery fencing | 27344959 | 10/15/2025 | 215.99 | .00 |
| Total 104-01-554.620 LAND MAINTENANCE: | | | | | 580.84 | .00 |
| **104-01-554.650 EQUIPMENT MAINTENANCE** | | | | | | |
| 104-01-554.650 EQUIPMENT MAINTENANCE | Bomgaars | fuel filter | 27338536 | 09/26/2025 | 9.99 | .00 |
| Total 104-01-554.650 EQUIPMENT MAINTENANCE: | | | | | 9.99 | .00 |
| **104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE** | | | | | | |
| 104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly email Oct 2025 | 81468 | 10/01/2025 | 15.00 | .00 |

| GL Account and Title | Vendor Name | Description | Invoice Number | Invoice Date | Net Invoice Amount | Amount Paid |
|---|---|---|---|---|---|---|
| Total 104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE: | | | | | 15.00 | .00 |
| Total CEMETERY FUND: | | | | | 752.72 | .00 |
| **PARKS & RECREATION FUND** | | | | | | |
| **105-01-142.600 DUE FROM OTHER FUNDS** | | | | | | |
| 105-01-142.600 DUE FROM OTHER FUNDS | Reditech | Monthly email Oct 2025 | 81468 | 10/01/2025 | 103.20 | .00 |
| 105-01-142.600 DUE FROM OTHER FUNDS | Reditech | Monthly Computer Maint Oct 2025 | 81468 | 10/01/2025 | 24.00 | .00 |
| Total 105-01-142.600 DUE FROM OTHER FUNDS: | | | | | 127.20 | .00 |
| Total PARKS & RECREATION FUND: | | | | | 127.20 | .00 |
| **FIRE FUND** | | | | | | |
| **106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE** | | | | | | |
| 106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Reditech | Monthly phone split Oct 2025 | 81468 | 10/01/2025 | 12.80 | .00 |
| Total 106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE: | | | | | 12.80 | .00 |
| **106-01-554.630 BUILDING MAINTENANCE** | | | | | | |
| 106-01-554.630 BUILDING MAINTENANCE | Bomgaars | toliet bowl wax ring | 27342553 | 10/08/2025 | 2.99 | .00 |
| 106-01-554.630 BUILDING MAINTENANCE | Jackson Services, Inc. | fire hall mats, mop | 5664152 | 10/14/2025 | 68.88 | .00 |
| Total 106-01-554.630 BUILDING MAINTENANCE: | | | | | 71.87 | .00 |
| **106-01-554.640 CAR/TRUCK MAINTENANCE** | | | | | | |
| 106-01-554.640 CAR/TRUCK MAINTENANCE | Sid Dillon Chevrolet | Cabin filter and AC inspection | CVCS1387639 | 08/21/2025 | 341.98 | .00 |
| Total 106-01-554.640 CAR/TRUCK MAINTENANCE: | | | | | 341.98 | .00 |
| **106-01-554.650 EQUIPMENT MAINTENANCE** | | | | | | |
| 106-01-554.650 EQUIPMENT MAINTENANCE | Macqueen Equipment, LLC | air monitor cal gas | P55116 | 09/22/2025 | 1,188.27 | .00 |
| 106-01-554.650 EQUIPMENT MAINTENANCE | Macqueen Equipment, LLC | air monitor cal gas sensor | P55168 | 09/23/2025 | 847.44 | .00 |
| 106-01-554.650 EQUIPMENT MAINTENANCE | Simons Home Store | clothing drying rack | A313727 | 07/16/2025 | 1.19 | .00 |
| Total 106-01-554.650 EQUIPMENT MAINTENANCE: | | | | | 2,036.90 | .00 |
| **106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE** | | | | | | |
| 106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly email Oct 2025 | 81468 | 10/01/2025 | 24.60 | .00 |
| Total 106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE: | | | | | 24.60 | .00 |
| **106-01-940.720 OTHER EQUIPMENT** | | | | | | |
| 106-01-940.720 OTHER EQUIPMENT | Macqueen Equipment, LLC | helmet | P54085 | 08/29/2025 | 246.00 | .00 |
| 106-01-940.720 OTHER EQUIPMENT | Macqueen Equipment, LLC | gear | P54640 | 09/12/2025 | 879.72 | .00 |
| 106-01-940.720 OTHER EQUIPMENT | Macqueen Equipment, LLC | hose | P54842 | 09/17/2025 | 960.81 | .00 |
| 106-01-940.720 OTHER EQUIPMENT | Macqueen Equipment, LLC | Asst Training Cheif Helmet | P55782 | 10/02/2025 | 446.84 | .00 |
| Total 106-01-940.720 OTHER EQUIPMENT: | | | | | 2,533.37 | .00 |

| GL Account and Title | Vendor Name | Description | Invoice Number | Invoice Date | Net Invoice Amount | Amount Paid |
|---|---|---|---|---|---|---|
| Total FIRE FUND: | | | | | 5,021.52 | .00 |
| **LIBRARY FUND** | | | | | | |
| **108-01-550.310 MATERIALS & SUPPLIES** | | | | | | |
| 108-01-550.310 MATERIALS & SUPPLIES | Eakes Office Solutions | tape, duster | 9216369-0 | 10/09/2025 | 38.38 | .00 |
| 108-01-550.310 MATERIALS & SUPPLIES | Eakes Office Solutions | printer drum, calculator ribbon | 9220161 | 10/16/2025 | 158.85 | .00 |
| 108-01-550.310 MATERIALS & SUPPLIES | Eakes Office Solutions | tissues | 9224520 | 10/23/2025 | 62.82 | .00 |
| Total 108-01-550.310 MATERIALS & SUPPLIES: | | | | | 260.05 | .00 |
| **108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE** | | | | | | |
| 108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Reditech | Monthly phone split Oct 2025 | 81468 | 10/01/2025 | 74.80 | .00 |
| Total 108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE: | | | | | 74.80 | .00 |
| **108-01-550.560 BOOKS** | | | | | | |
| 108-01-550.560 BOOKS | Baker & Taylor Entertainme | Books | 2039288845 | 10/02/2025 | 17.26 | .00 |
| 108-01-550.560 BOOKS | Center Point Publishing | Book | 2200625 | 10/10/2025 | 27.71 | .00 |
| 108-01-550.560 BOOKS | Paraclete Press | Books | 766684 | 10/14/2025 | 182.29 | .00 |
| Total 108-01-550.560 BOOKS: | | | | | 227.26 | .00 |
| **108-01-554.630 BUILDING MAINTENANCE** | | | | | | |
| 108-01-554.630 BUILDING MAINTENANCE | Jackson Services, Inc. | library mats | 5670061 | 10/21/2025 | 27.86 | .00 |
| 108-01-554.630 BUILDING MAINTENANCE | Richard M. Lawver | lock repair x2 | 1453 | 10/14/2025 | 70.00 | .00 |
| 108-01-554.630 BUILDING MAINTENANCE | Scrubs Window Cleaning | window cleaning | 1187 | 10/20/2025 | 250.00 | .00 |
| Total 108-01-554.630 BUILDING MAINTENANCE: | | | | | 347.86 | .00 |
| **108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE** | | | | | | |
| 108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly email Oct 2025 | 81468 | 10/01/2025 | 62.40 | .00 |
| 108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly IT Service | 81619 | 10/01/2025 | 484.00 | .00 |
| Total 108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE: | | | | | 546.40 | .00 |
| Total LIBRARY FUND: | | | | | 1,456.37 | .00 |
| **CAPITAL IMPROVEMENT FUND** | | | | | | |
| **111-01-940.740 STRUCTURES, BLDG & IMPROV.** | | | | | | |
| 111-01-940.740 STRUCTURES, BLDG & IMPROV. | Lierman Excavating Co. | North Highlands sidewalk | 1263 | 10/18/2025 | 1,190.00 | .00 |
| Total 111-01-940.740 STRUCTURES, BLDG & IMPROV.: | | | | | 1,190.00 | .00 |
| Total CAPITAL IMPROVEMENT FUND: | | | | | 1,190.00 | .00 |
| **KENO LOTTERY FUND** | | | | | | |
| **113-01-550.840 FEES & TAXES** | | | | | | |
| 113-01-550.840 FEES & TAXES | NE Department of Revenu | Q3 2025 Keno tax | Q3 2025 KENO | 10/24/2025 | 1,173.00 | .00 |
| Total 113-01-550.840 FEES & TAXES: | | | | | 1,173.00 | .00 |

| GL Account and Title | Vendor Name | Description | Invoice Number | Invoice Date | Net Invoice Amount | Amount Paid |
|---|---|---|---|---|---|---|
| **113-01-940.720 OTHER EQUIPMENT** | | | | | | |
| 113-01-940.720 OTHER EQUIPMENT | Scholz Small Engine | Toro 60 Gallon Spray Master for Parks and Rec | 3341 | 10/16/2025 | 19,452.00 | .00 |
| Total 113-01-940.720 OTHER EQUIPMENT: | | | | | 19,452.00 | .00 |
| Total KENO LOTTERY FUND: | | | | | 20,625.00 | .00 |
| **BUILDING & ZONING FUND** | | | | | | |
| **115-01-546.110 SALARIES & WAGES** | | | | | | |
| 115-01-546.110 SALARIES & WAGES | Wahoo Utilities | Reimbursement of Dave Henke's time | 101825 | 10/18/2025 | 27.50 | .00 |
| Total 115-01-546.110 SALARIES & WAGES: | | | | | 27.50 | .00 |
| **115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE** | | | | | | |
| 115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Reditech | Monthly phone split Oct 2025 | 81468 | 10/01/2025 | 6.40 | .00 |
| 115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Verizon Wireless | Acct #783729194-00001 - BZ phone | 6126522512 | 10/20/2025 | 52.15 | .00 |
| Total 115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE: | | | | | 58.55 | .00 |
| **115-01-550.410 EDUCATION & TRAINING EXPENSE** | | | | | | |
| 115-01-550.410 EDUCATION & TRAINING EXPENSE | NPZA | PNPZA Fall Digital Worskhop Registration | 102725 | 10/27/2025 | 20.00 | .00 |
| Total 115-01-550.410 EDUCATION & TRAINING EXPENSE: | | | | | 20.00 | .00 |
| **115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE** | | | | | | |
| 115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly Computer Maint Oct 2025 | 81468 | 10/01/2025 | 78.00 | .00 |
| 115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly email Oct 2025 | 81468 | 10/01/2025 | 15.00 | .00 |
| Total 115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE: | | | | | 93.00 | .00 |
| Total BUILDING & ZONING FUND: | | | | | 199.05 | .00 |
| **EMS** | | | | | | |
| **121-01-550.355 MEDICAL SUPPLIES** | | | | | | |
| 121-01-550.355 MEDICAL SUPPLIES | Airgas Inc | Oxygen | 9165610187 | 10/08/2025 | 85.15 | .00 |
| 121-01-550.355 MEDICAL SUPPLIES | BoundTree Medical LLC | Medical supplies | 85921475 | 09/16/2025 | 271.93 | .00 |
| 121-01-550.355 MEDICAL SUPPLIES | BoundTree Medical LLC | Medical supplies | 85939043 | 09/30/2025 | 176.20 | .00 |
| 121-01-550.355 MEDICAL SUPPLIES | BoundTree Medical LLC | Medical supplies | 85950257 | 10/08/2025 | 318.75 | .00 |
| 121-01-550.355 MEDICAL SUPPLIES | BoundTree Medical LLC | Medical supplies | 85955294 | 10/13/2025 | 352.26 | .00 |
| 121-01-550.355 MEDICAL SUPPLIES | BoundTree Medical LLC | Medical supplies | 85965243 | 10/21/2025 | 217.25 | .00 |
| Total 121-01-550.355 MEDICAL SUPPLIES: | | | | | 1,421.54 | .00 |
| **121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE** | | | | | | |
| 121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE | Reditech | Monthly phone split Oct 2025 | 81468 | 10/01/2025 | 19.20 | .00 |
| Total 121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE: | | | | | 19.20 | .00 |
| **121-01-550.500 UNIFORM EXPENSE** | | | | | | |
| 121-01-550.500 UNIFORM EXPENSE | North Central EMS Corpor | Job Shirts x2 | 2976 | 10/10/2025 | 112.00 | .00 |

| GL Account and Title | Vendor Name | Description | Invoice Number | Invoice Date | Net Invoice Amount | Amount Paid |
|---|---|---|---|---|---|---|
| Total 121-01-550.500 UNIFORM EXPENSE: | | | | | 112.00 | .00 |
| **121-01-554.630 BUILDING MAINTENANCE** | | | | | | |
| 121-01-554.630 BUILDING MAINTENANCE | Jackson Services, Inc. | fire hall mats, mop | 5664152 | 10/14/2025 | 68.88 | .00 |
| Total 121-01-554.630 BUILDING MAINTENANCE: | | | | | 68.88 | .00 |
| **121-01-554.640 CAR/TRUCK MAINTENANCE** | | | | | | |
| 121-01-554.640 CAR/TRUCK MAINTENANCE | North Central Emergency V | Install Flashlight holders/chargers and knox box | 0046279 | 10/03/2025 | 983.28 | .00 |
| Total 121-01-554.640 CAR/TRUCK MAINTENANCE: | | | | | 983.28 | .00 |
| **121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE** | | | | | | |
| 121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE | Reditech | Monthly email Oct 2025 | 81468 | 10/01/2025 | 32.40 | .00 |
| Total 121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE: | | | | | 32.40 | .00 |
| Total EMS: | | | | | 2,637.30 | .00 |
| Grand Totals: | | | | | 37,339.47 | .00 |

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

**APPLICATION FOR HAULING – PAGE 2**

**STATEMENT OF COMPLIANCE**

Company hereby acknowledges it has received a copy of Ordinance Nos. 2011, 2012, and 2208 certifies that it understands the provisions of Ordinance Nos. 2011, 2012, and 2208 as they relate to the handling, transportation, and disposal of Solid Waste, or any portion thereof. Furthermore, Company understands that all Solid Waste, or any portion thereof, collected by the undersigned must be delivered to a Solid Waste Facility as defined by said Ordinance. FAILURE TO ABIDE BY THE APPLICABLE STATE STATUTES AND ORDINANCES OF THE CITY OF WAHOO SHALL RESULT IN THE REVOCATION OF YOUR RIGHT AND PRIVILEGE TO COLLECT SOLID WASTE, OR ANY PORTION THEREOF, FOR HIRE, WITHIN CITY.

Rayna Vasa CFO
Signature (title)

9/17/25
Date

Roadrunner Transportation LLC
Company Name (please print)

1274 South T Corner Rd
Company Address

Weston, NE 68070
City, State, Zip

402 642 5054
Company Toll-Free Telephone Number

**THIS SECTION COMPLETED BY CITY STAFF**

APPROVAL:

Approved this ____ day of _____, _____ by action of the Mayor and Council.

_____
City Clerk

Expiration Date: _____

Upon approval by City Council, a copy of the signed Application for Hauling shall be returned to the applicant which shall serve as its Permit to Haul Conduct Solid Waste within the City of Wahoo, Nebraska.

Date returned to Application: _____

Signed: _____

**APPLICATION FOR HAULING – PAGE 3**

## INFORMATIONAL SHEET

**Please complete and file with signed Application for Hauling**

| | |
|---|---|
| Company Name | Roadrunner Transportation LLC |
| Mailing Address | 1274 South T Corner Rd<br>Weston NE 68070 |
| Contact Person and Number (Include Toll Free number for customers) | Chris Vasa 402 642 5054 |
| Address/Location where trucks are parked/stored | 210 Madigan Ave<br>Weston NE 68070 |
| Location of Headquarters | Weston |
| Intended Disposal Site (Attach copy of written agreement) | Pheasant Point Landfill |

| **Services Offered – Describe below or Attach Description** | |
|---|---|
| Residential | 95 gal carts / weekly pickup (1-4 carts)<br>30 gal carts / weekly (1 cart)<br>Customer provided can / 30 gal / weekly pickup |
| Yard Waste | Can be put in regular garbage service cart |
| Group Dwelling Unit | Same availability as commercial |
| Recyclables | 95 gal cart - twice monthly pickup<br>Special pickup of large items - commercial cardboard & metal recycling |
| Commercial | 1-6 95 gal carts<br>1-4 cubic yard metal rear load containers daily/weekly |
| Other | 14yd, 20yd, 30yd or 40yd available for construction or demolition, commercial or residential cleanup waste |

# DOUGLAS COUNTY PHEASANT POINT LANDFILL
## Credit Application Please Print or Type Information

**SECTION 1: Customer Information (to be used for billing purposes only if credit application is approved)**

Company Name: Roadrunner Transportation LLC

Phone: (402) 642-5054 Fax: ( ) N/A Email: roadrunner71684@gmail.com

Company Street Address: 1274 South T Corner Rd

City: Weston State: NE Zip Code: 68070

Officer or Proprietor: Christopher G Vasa Phone: (402) 480-4787

If a proprietorship/ Individual – Driver's License #: IT1262333 2

Officer or Proprietor Home Address: 1274 South T Corner Rd Email: _____

City: Weston State: NE Zip code: 68070 Phone: ( ) 480-4787

**SECTION 2: Credit Request: The County may establish a maximum amount of credit per customer and may at its discretion adjust that amount**

State your expected monthly tonnage: 25-40 If usage will be seasonal list months of usage: _____

**SECTION 3: Billing Information: Payment Method:** X ☐ Check ____ ☐ Cash ____ ☐ Money Order

Payment Contact Name: Chris Vasa Payment Contact Phone: (402) 480-4787

Payment Contact email: roadrunner71684@gmail.com Fax: ( ) _____

***** SECTION 4: Three Trade/Business References Required: Affiliated companies cannot be considered as trade references. If used, this may result in cancellation of credit privileges**

| | 1 | 2 | 3 |
|---|---|---|---|
| Company Name | ~~Butler County landfill~~ Roadrunner | Konecky's oil | West on 92 BP |
| Mailing Address City State Zip | Butler County landfill 3588 R Road David City NE 68632 | 990 Co Rd M Mead Ne 68041 | 2345 Co Rd K Weston Ne 68070 |
| 1. Phone Number | 402-367-4662 | 402-624-2455 | 402-642-0092 |
| 2. Fax Number | | | |
| 3. Email address | | | |

**SECTION 5: Bank References:** Bank Name: Security Home Bank

Bank Address: City, State, Zip: 147 Center Ave, Malmo NE 68040

Account Number: 15-255 Phone: (402) 647-5246 Fax: ( )

**THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. I AM AWARE THAT ANY AND ALL INVOICES RENDERED ARE EXPECTED TO BE PAID WITHIN STATED TERMS AND THAT FAILURE TO COMPLY COULD RESULT IN THE CANCELLATION OF EXTENDED CREDIT PRIVILEGES.**

**THE UNDERSIGNED AUTHORIZES ALL PARTIES CONTACTED TO RELEASE CREDIT AND FINANCIAL INFORMATION REQUESTED AS PART OF CREDIT INVESTIGATION.**

*** Authorized Signature/Title: Rayna Vasa Date: 4-22-16

For Douglas County use only: Application receipt date: 4/22/16

Credit reference check completed by: [signature] Date completed: 4/29/16

Approval of credit given by: [signature] Date: 4/29/16

**APPLICATION FOR HAULING – PAGE 4**

## SCHEDULE OF TARIFFS

Copy this form and complete one for each type of service to be provided, or provide same by attaching existing document.

Company Name: Roadrunner Transportation

**Tariffs for _____ (Residential, Commercial, Group Dwelling, etc).**

| Description of Service | Rate Charged | Frequency of Pickup | Additional Fees or Charges that may apply |
|---|---|---|---|
| *EX:*<br>*90 gallon toter* | *$15.00/month* | *Weekly* | *Fuel Surcharge*<br>*Bulky Item Fee* |
| | | | |
| | | | |
| | See attached | | |
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Roadrunner Transportation LLC

Schedule of Tariffs

| | | |
|---|---|---|
| 1 - 95 Gal. Residential Tote | $24.00/ month | Weekly |
| 2 – 95 Gal. Residential Tote | $35.00/month | Weekly |
| 3 – 95 Gal. Residential Totes | $46.00/month | Weekly |
| 1 – Customer Supplied 30 gal Can | $20.00/month | Weekly |
| 1 – 30 Gal. "mini" Toter | $18.00/month | Weekly |
| 1 – 95 Gal. Recycling Toter | $23.00/month | 2nd & 4th Fridays of the month |
| 1 – Group Dwelling – 95 Gal Tote | $17.50/month | Weekly |
| 1yd Metal Container | $61.00 - $195.00/month | Weekly/Daily |
| 1.5yd Metal Container | $80.00 - $256.00/month | Weekly/Daily |
| 2yd Metal Container | $104.00 - $312.00/month | Weekly/Daily |
| 3yd Metal Container | $138.00 - $426.00/month | Weekly/Daily |
| 4yd Metal Container | $166.00 - $505.00/month | Weekly/Daily |
| 6yd Metal Container | $270.00 – $499.00/month | Weekly/3xper week |

**Saunders County Rolloff Pricing**

| | | |
|---|---|---|
| 14yd Rolloff | $200/dump plus $70/ton | As needed |
| 20yd Rolloff | $280/dump plus $60/ton | As needed |
| 30yd Rolloff | $320/dump plus $60/ton | As needed |
| 40yd Rolloff | $360/dump plus $60/ton | As needed |

**APPLICATION FOR HAULING – PAGE 5**

## VEHICLE INFORMATION

Provide the following information on each vehicle to be used in Wahoo for providing service or provide same by attaching existing document.

Company Name: Roadrunner Transportation

| Vehicle License | Make | Year | Other required D.O.T. Info |
|---|---|---|---|
| | | | |
| | | | |
| | See attached | | |
| | | | |
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Vehicles used to collect solid waste

2020 White Freightliner M2

VIN: 3ALACXFE8LDMA1346

License Plate: 6-8437A

2021 White Freightliner M2

VIN: 3ALACXFEONDMY0275

License Plate: 6-5163A

2022 White Freightliner M2

VIN: 3ALACXFEXNDNG2395

License Plate: 6-104B

2025 White Freightliner M2

VIN: 3ALACXFE0NDMY0275

License Plate: 6-8831A

2006 White Freightliner Packer Truck: M2 106

VIN: 1FVACYDCX6HX19107

License Plate: 6-858A

1994 Freightliner FL60 Packer/Rolloff: FL60

VIN: 1FV3GFBC4RLG53899

License Plate: 6-465A

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Stuchlik & Associates Insurance and Financial Services, Inc.<br>8250 Old Cheney Rd Ste C<br>Lincoln NE 68516 | CONTACT NAME: Leslie Oestreich<br>PHONE (A/C, No, Ext): 402-489-8990 FAX (A/C, No): 402-489-0314<br>E-MAIL ADDRESS: Leslie@StuchlikInsurance.com |
| INSURED ROADTRA-01<br>ROADRUNNER TRANSPORTATION LLC<br>1274 SOUTH T CORNER RD<br>WESTON NE 68070 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : IMT INSURANCE — 14257<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 1235868064 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | GLS2948 | 7/30/2025 | 7/30/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CVS2948 | 7/30/2025 | 7/30/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $<br>$<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WCS2948 | 7/30/2025 | 7/30/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 500,000<br>$ 500,000<br>$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

CITY OF WAHOO
605 N. BROADWAY
WAHOO NE 68066-

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leslie Oestreich

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The ACORD name and logo are registered marks of ACORD

ROADRUNNER Transportation LLC

# Standard Residential Solid Waste Services – Wahoo City Limits

Standard residential service includes one 95-gallon trash cart picked up weekly. We will pickup most household trash that will fit inside this container. We ask that all items be at the curb the night before your pick up day and placed away from vehicles. Please try to place all garbage into the provided trash cart. We will pick up infrequent small amounts of additional material, as long as it is bagged and would fit inside the container. Please call the office to schedule pickup of larger quantities of material (furniture, mattresses, lumber, large TVs) or any of the materials listed below.

**Items we will not pick up if inside your cart include:**

-paints
-solvents
-motor oils
-antifreeze
-car batteries
-tires
-large rocks or concrete

**Rates per month per residence:**

| | |
|---|---|
| 1 Mini Cart** | 18.00 |
| 1 Cart | 24.00 |
| 2 Carts | 35.00 |
| 3 Carts | 46.00 |
| 1 Can | 20.00 |

*** Can rate applies to a homeowner owned container, with a tight fitting lid, a capacity of no more than 30 gallons, a loaded weight of no more than 35 lbs and handles adequate for lifting***
** Mini Carts will not be available until at least May 1st. Mini Carts will be 35-gallon 2 wheeled carts, just like the 95 gallon carts, just smaller. No extra trash will be accepted free of charge if you sign up for a mini cart rate. If you are interested in a mini cart, please let us know so we can order the proper quantity.

**Billing policies:**
We send out bills bimonthly, quarterly and yearly. We do offer ACH automatic recurring payments, as well as paperless bills. Contact our office to set up ACH or paperless billing.

Bills are due on the 20th of the month. A $10 late fee will be charged if payment is not received by the 25th of the month. Service will be suspended if account reaches 30 days past due. The total balance on the account will need to be paid in full to resume regular service. Toter / container removal will occur if account reaches 60 days past due. If service is disconnected, and toter / container removal occurs because of non-payment, a $20 disconnect fee will be assessed. Office number- 402 642-5054. Please call or text with any questions.

**Roadrunner Transportation - Residential Solid Waste Services – 2025**

Thank you for choosing Roadrunner Transportation L.L.C. for your garbage service needs! Our goal is to provide a clean, friendly, professional service, as quickly and quietly as possible. Below are important notes regarding your account with us. Please keep this for future reference.

We ask that all items be at the curb before 5:00 am (We prefer the night before) on your scheduled pick-up day and *placed away from vehicles*. If a rural route resident allows our drivers to pull into their driveway, we can pick up at a designated location. If a rural route resident prefers that we pick up at the road/end of driveway, *it is the resident's responsibility to let our office know not to drive on their driveway, and to have carts/containers out on scheduled pickup days to the end of the road/driveway.* ***We do run regular scheduled routes on ALL holidays.***

**Please try to place all garbage into the provided cart/container.** If you frequently have more trash than your current container can hold, we recommend you consider a second, or larger container. Please avoid using rocks or concrete to keep lids closed as they damage the integrity of the lid. Bungee cords are an acceptable way to tie down lids. Please call the office to schedule pickup of larger quantities of material (furniture, mattresses, lumber, large TVs) or any of the materials listed below.

Customer requested off route stops / go-backs start at $15 additional fee.

**Please DO NOT put these items in your cart:**

-liquid paints

-solvents

-motor oils

-antifreeze

-car batteries

-tires

-large rocks or concrete

**We can pick up these items. Please call the office for special instructions.**

**Billing policy changes as of January 2021:**

We send out bills monthly, bimonthly, quarterly and yearly. We do offer ACH automatic recurring payments, as well as paperless bills. Contact our office to set up ACH or paperless billing.

Bills are due on the 20th of the month. A $10 late fee will be charged if payment is not received by the 25th of the month. Service will be suspended if the account reaches 30 days past due. The total balance on the account will need to be paid in full to resume regular service. Cart / container removal will occur if the account reaches 60 days past due. If service is disconnected, and cart / container removal occurs because of non-payment, a $20 disconnect fee will be assessed. Office number- 402 642-5054. Please call with any questions.

Roadrunner Transportation – Summary of Volume

October 1, 2024 – September 30, 2025

From the city of Wahoo, Over the past year Roadrunner has been hauling between 225 - 250 tons of waste to Pheasant Point Landfill monthly. A portion of the waste is hauled in open top roll off containers and the other portion is hauled in rear load compactor trucks.

In addition to the landfilled material, we also recycle 12-20 tons of corrugated cardboard, 7-10 tons of ferrous metal, and a small quantity of non-ferrous metal monthly. I would estimate that 90% of our cardboard, and 60% of our metal recyclables come from inside the city limits of Wahoo.

We operate our single stream recycling route on 2nd & 4th Fridays of the month. We haul approximately 3.5 tons of single stream recycling per month.

**APPLICATION FOR HAULING**
**OF SOLID WASTE WITHIN CITY OF WAHOO**

On February 19, 2009 and December 22, 2015, the Mayor and Council of the City of Wahoo, Nebraska, adopted Ordinance Nos. 2011, 2012, and 2208, a combined copy of which is attached. Pursuant to said Ordinance, the undersigned, hereinafter called Company, hereby applies for the right and privilege to collect, for hire, Solid Waste, or any portion thereof, from one or more persons located within City, defined as Residential Unit, Group Dwelling Unit, Commercial Unit, and/or Municipal Unit. In support of this Application, Company submits the following:

- ☑ Completed Application for Hauling, with acknowledgement of receipt of regulating Ordinance and Statement of Compliance, signed by Company (**PAGE 2**)
- ☑ Information Sheet (**PAGE 3**)
- ☑ Copy of agreement with licensed landfill (As required on **PAGE 3**)
- ☑ Schedule of Tariffs for all services provided (on forms provided) (**PAGE 4**)
- ☑ List of vehicles that will be used to collect solid waste (**PAGE 5**)
- ☑ Certificate of Insurance as required in Ordinance
- ☑ $200 non-refundable Permit Hauler's Application Fee (Cash Receipt # 4766, Date: 9-17-25)
- ☑ Copy of standard contracts for services provided
- ☑ Copy of policies and procedures of Company that will be followed, including cancellation procedures, which will be submitted to customers
- ☑ Written summary of volume of all waste collected and disposed of and / or recycled for past year.

**APPLICATION FOR HAULING – PAGE 2**

## STATEMENT OF COMPLIANCE

Company hereby acknowledges it has received a copy of Ordinance Nos. 2011, 2012, and 2208 certifies that it understands the provisions of Ordinance Nos. 2011, 2012, and 2208 as they relate to the handling, transportation, and disposal of Solid Waste, or any portion thereof. Furthermore, Company understands that all Solid Waste, or any portion thereof, collected by the undersigned must be delivered to a Solid Waste Facility as defined by said Ordinance. FAILURE TO ABIDE BY THE APPLICABLE STATE STATUTES AND ORDINANCES OF THE CITY OF WAHOO SHALL RESULT IN THE REVOCATION OF YOUR RIGHT AND PRIVILEGE TO COLLECT SOLID WASTE, OR ANY PORTION THEREOF, FOR HIRE, WITHIN CITY.

Manager
Signature (title)

9/25/25
Date

52 Refuse & Recycling
Company Name (please print)

2050 E. 23rd st
Company Address

Fremont, NE 68025
City, State, Zip

402-727-6806
Company Toll-Free Telephone Number

**THIS SECTION COMPLETED BY CITY STAFF**

APPROVAL:

Approved this ____ day of _____, _____ by action of the Mayor and Council.

_____
City Clerk

Expiration Date: _____

Upon approval by City Council, a copy of the signed Application for Hauling shall be returned to the applicant which shall serve as its Permit to Haul Conduct Solid Waste within the City of Wahoo, Nebraska.

Date returned to Application: _____

Signed: _____

**APPLICATION FOR HAULING – PAGE 3**

**INFORMATIONAL SHEET**

**Please complete and file with signed Application for Hauling**

| | |
|---|---|
| Company Name | S2 Rolloffs LLC |
| Mailing Address | 2050 E. 23rd St<br>Fremont, NE 68025 |
| Contact Person and Number (Include Toll Free number for customers) | Canyon Ferris/David Poe/Kevin Lundholm<br>402-727-6806 |
| Address/Location where trucks are parked/stored | 2050 E. 23rd St<br>Fremont, NE 68025 |
| Location of Headquarters | ↓ |
| Intended Disposal Site (Attach copy of written agreement) | Pheasant Point Landfill<br>13505 N. 216th Bennington |

| **Services Offered – Describe below or Attach Description** | |
|---|---|
| Residential | 96 gallon Can(s) |
| Yard Waste | Mixed w/ Trash |
| Group Dwelling Unit | Upon Request |
| Recyclables | 96 gallon mixed Recycling |
| Commercial | 300 gallon/Front load containers 2yd 6yd 3yd 8yd 4yd |
| Other | Rolloffs/portable Restrooms |

**APPLICATION FOR HAULING – PAGE 4**

## SCHEDULE OF TARIFFS

Copy this form and complete one for each type of service to be provided, or provide same by attaching existing document.

Company Name: S2 Rolloffs LLC

**Tariffs for** _____ **(Residential, Commercial, Group Dwelling, etc).**

| Description of Service | Rate Charged | Frequency of Pickup | Additional Fees or Charges that may apply |
|---|---|---|---|
| *EX: 90 gallon toter* | *$15.00/month* | *Weekly* | *Fuel Surcharge Bulky Item Fee* |
| 96 gallon | $ 26.00/month | Weekly | Bulk/Extra |
| (2) 96 gallon | $ 35.00/month | | |
| (3) 96 gallon | $ 40.00/month | | |
| 300 gallon | $ 82.00/month | | |
| 2-Yard | $ 100.00 | | |
| 3-Yard | $ 126.00 | | |
| 4-Yard | $ 147.00 | | |
| 6-Yard | $ 189.00 | | |
| 8-Yard | $ 231.00 | | |
| 96 gallon (Recycle) | $ 20.00/month | Bi-Weekly | Bulk/Extra |
| | | | |
| | | | |
| | | | |
| | | | |

**APPLICATION FOR HAULING – PAGE 5**

## VEHICLE INFORMATION

Provide the following information on each vehicle to be used in Wahoo for providing service or provide same by attaching existing document.

Company Name: S2 Rolloffs LLC

| | Vehicle License | Make | Year | Other required D.O.T. Info |
|---|---|---|---|---|
| 50 | 05-7247A | Mack | 2020 | DOT # 2119361 |
| 62 | 05-8552A | Mack | 2021 | |
| 64 | 05-3017A | Peterbilt | 2022 | |
| 65 | 05-1431A | Mack | 2022 | |
| 71 | 05-1437A | Mack | 2023 | |
| 78 | 05-74B | Peterbilt | 2024 | |
| 79 | 05-2661B | Peterbilt | 2024 | |
| 80 | 05-2338B | Peterbilt | 2024 | |
| 88 | 05-1158B | Mack | 2025 | |
| 89 | 05-2466B | Auto Car | 2024 | |
| 90 | 05-2344B | Auto Car | 2024 | |
| | | | | |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Jacob Hutton |
|---|---|
| Cornerstone Kansas City, LLC<br>10561 Barkley St<br>Suite 200<br>Overland Park KS 66212 | PHONE (A/C, No, Ext): (913) 378-1050 FAX (A/C, No): (913) 378-0399<br>E-MAIL ADDRESS: certificates@ckcins.com |
| INSURED | INSURER(S) AFFORDING COVERAGE / NAIC # |
| S2 Roll Offs, LLC<br>2050 E. 23rd Ave. N<br>Fremont NE 68025 | INSURER A: Arch Insurance Company 11150<br>INSURER B: General Star Indemnity Company 37362<br>INSURER C: Liberty Mutual Insurance<br>INSURER D: Westchester Surplus Lines Ins Co<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** CL2543035879 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Primary Non-Contributory<br>X Completed Ops<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | ZAGLB9244704 | 5/1/2025 | 5/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>X HIRED AUTOS X NON-OWNED AUTOS<br>X Trailer Interchange | | | ZACAT9272904<br>*Trailer Interchange (NE Only) | 5/1/2025 | 5/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Limit/Deductible | $ 2,000,000<br>$<br>$<br>$<br>$ $50,000/$1,000 |
| B | [ ] UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ 0 | | | IXG671523D | 5/1/2025 | 5/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 2,000,000<br>$ 2,000,000<br>$ FOLLOW FORM |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | ZAWCI9962305 | 5/1/2025 | 5/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | LEASED/RENTED EQUIPMENT | | | BMO62846985 | 3/7/2025 | 3/7/2026 | Limit/Deductible | $100,000/$1,000 |
| D | Pollution Liability | | | G48765695 | 9/9/2024 | 5/1/2026 | Deductible : $5,000 | $1M Occ/$2M Agg |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

The City of Wahoo
605 N. Broadway
Wahoo, NE 68066

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Parkhurst/GINA

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**Information regarding policies and procedures for residential & commercial customers**

Copy of standard contracts

- S2 uses verbal contracts only for all residential and commercial customers.

Policies & Procedures

- Every household pays the exact same for the exact service. We do not provide matched pricing as we believe everyone should pay the same.
- Customers can start/stop/cancel service at any time without paying any fees.
- Our current prices are on page 4. However, these prices could go up due to variables such as inflation, fuel prices, dump fees and insurance costs.
- S2 does allow customers to set out extra bags of trash beside their can at their will. For each extra can load of trash we do charge $7/can load.
- We can bill monthly, quarterly, or yearly based on customer preference.

Waste & Recycling Collection

- Estimated tonnage for trash is 120 tons per year
- Estimated tonnage for recycling is 20 tons per year

Thank you for allowing us to serve your community!

Canyon Ferris

S2 Rolloffs LLC.

Canyon@s2rolloffs.com

# 2026 WHOLESALE POWER CONTRACT

**between**
**Nebraska Public Power District**
**and**
**City of Wahoo, Nebraska**

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# 2026 WHOLESALE POWER CONTRACT

THIS 2026 WHOLESALE POWER CONTRACT (Contract) is made and entered into effective the 1st day of January, 2026, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and the City of Wahoo, Nebraska, a municipal corporation and political subdivision of the State of Nebraska (Customer), each sometimes hereinafter referred to singularly as "Party" and collectively as "Parties."

## RECITALS

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

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

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

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

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

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

## ARTICLE 1
## GENERAL PROVISIONS

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

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

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

2. **Calendar Year** - A period of twelve (12) consecutive months commencing on January 1 of said year and extending through December 31 of said year.

3. **Cost-Based Rate** – Rates which, when applied to the forecasted billing units for the General Firm Power Service and Special Power Products, are intended to meet the respective estimated revenue requirements for the study period defined in Article 2, Section E. Specific rate designs may utilize methods other than average embedded costs.

4. **Customer** - Any municipality, public power district (including the NPPD Retail Division) or cooperative that purchases General Firm Power Service and Special Power Products from Nebraska Public Power District at wholesale for resale under this Contract.

5. **Demand** - The number of kilowatts (kW) delivered at any point during any specified period of time, as set forth in the applicable wholesale rate schedules, as may be modified from time to time.

6. **Distributed Generation** – A generator or electrical power device designed to produce electrical energy on the End-Use Customer's side of the meter, as allowed under and subject to the provisions of the General Firm Power Service Rate Schedule, and which shall be used for such things as load serving, voltage control and distribution augmentation.

7. **Distributor** - An entity that purchases demand and energy on a wholesale basis from the Customer for purposes of resale to the end-use loads it serves and that does not contract directly with NPPD for its purchase of demand and energy as a Customer under this Contract nor as a purchaser under a separate other wholesale power contract with NPPD. For purposes of this Contract, members of the Nebraska Electric Generation and Transmission Cooperative, Inc., shall not be deemed to be Distributors.

8. **End-Use Customer** - A customer served at retail by Customer or Distributor, and whose demand and energy requirements are supplied by the Customer.

9. **Energy** – The number of kilowatt hours (kWh) delivered at any point during any specified period of time, as set forth in the applicable wholesale rate schedules, as may be modified from time to time.

10. **General Firm Power Service** – An NPPD general production pricing product (excluding transmission) purchased by the Customer under a Cost-Based Rate to meet the firm Demand and Energy requirements of its End-Use Customers, including firm Demand and Energy requirements of Distributors, and exclusive of (i) Special

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

11. **General Firm Power Service Rate Schedule** – The NPPD wholesale rate schedule specifying the rates, terms, conditions, and other provisions of service for Customers.

12. **Loss Adjustment** – It is understood that there are power and energy losses that occur in the transmission and transformation of energy in kWh and demand in kW from the point on the transmission system where rates are based (as specified in the wholesale rate schedules applicable to this Contract) to the Point(s) of Measurement. The losses between those points shall be calculated in a manner agreed upon between NPPD and the Customer. All loss factors shall be shown on the appropriate Billing Exhibit and may be revised from time to time with changes in load and facility characteristics.

13. **Outstanding Production Debt –** Outstanding Production Debt shall be defined in Article 2, Section H.

14. **Point(s) of Delivery** - The point(s) of interconnection of the transmission or subtransmission system with Customer's system, where Demand and Energy are delivered to the Customer, as identified on the appropriate Billing Exhibit.

15. **Point(s) of Interconnection** – The point(s) at which the electric systems of the Parties are connected, as identified on the appropriate Billing Exhibits.

16. **Point(s) of Measurement** - The point(s) where Demand and Energy are metered for the purpose of billing, as set forth on the appropriate Billing Exhibits.

17. **Public Power Entity** – A non-profit organization engaged in the business of purchasing, generating, transmitting and/or distributing electric power and energy.

18. **Qualifying Local Generation (QLG)** - A generator (or group of generators) directly connected to the NPPD transmission system, indirectly interconnected to the NPPD transmission system through Customer's subtransmission or distribution facilities and/or otherwise interconnected behind the meter used by NPPD for determining the Customer's wholesale power bill that is not classified by NPPD as Distributed Generation. If such generators are not registered in the Southwest Power Pool integrated marketplace, then they must also be located and interconnected such that their output will reduce NPPD's purchases from the Southwest Power Pool integrated marketplace to serve NPPD's load. If such generators are registered in the Southwest Power Pool integrated marketplace, then they must be registered by NPPD or NPPD's designated market participant and must be located within the wholesale or retail service area of NPPD or of any other Customer taking service under this Contract. For such market registered generators, NPPD shall receive and retain all compensation from SPP for market settlements associated with the generator, and

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

19. **Rate Stabilization Account or Accounts** – Financial record-keeping account or accounts established by NPPD against which surplus or deficit net revenues resulting from General Firm Power Service and Special Power Products are credited to or charged, respectively, each Calendar Year. Such amounts in the Rate Stabilization Account or Accounts will be applied as adjustments to revenue requirements in future years pursuant to Article 2, Section E.

20. **Special Power Products** - Optional production pricing products tailored and designed to meet the specific needs and requirements of specific End-Use Customer groups.

21. **Transmission Rate Schedule** – An NPPD-approved schedule of rates, charges, terms and conditions for transmission and ancillary services. This schedule shall apply to all Customers. The rates and charges included in this schedule shall be set to recover the transmission and ancillary service costs that NPPD incurs from its own system and/or the system of its transmission service provider, as well as NPPD's related administrative costs. The Transmission Rate Schedule is separate and distinct from NPPD's transmission service provider's tariff.

22. **Western** - The Western Area Power Administration, which assumed power marketing and transmission functions of the United States Bureau of Reclamation.

23. **Western UGPR Contract** - The contract between the United States of America (acting through Western Upper Great Plains Region, Department of Energy) and NPPD, executed December 8, 2020, the terms and conditions of which became effective on January 1, 2021, as amended or supplemented, or as it may be renewed, extended or replaced, for the sale of Pick-Sloan Missouri Basin-Eastern Division project power by Western to NPPD and other preference eligible entities (as defined in said Western UGPR Contract) in Nebraska, and other related matters. Defined terms in the Western UGPR Contract, as also used in this Contract regarding the Western UGPR Contract, shall have the same meaning as set forth in the Western UGPR Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2
## PRODUCTION

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

*Capping Guidelines and Base Monthly Obligations:*

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

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

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

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

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

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

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

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

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

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

(i) Include the metered amount of any Qualifying Local Generation utilized by the Customer to offset the Customer's purchase of Demand and Energy under this Contract under the provisions of this Section A.

(ii) Exclude (a) both demand and energy supplied by Western to the Customer (and Customer's Distributors, as appropriate), or (b) if Customer has such allocations and contracts directly with Western for such allocations on or before the Capping Date, exclude the demand and energy supplied by Western, as identified in Exhibits C and D, to the Customers through NPPD, which is allocated by NPPD to the Customer.

(iii) Exclude the Customer's load taking service under certain Special Power Products where the participating End-Use Customer's load is carved out from the remaining Customer load and billed to the Customer separately

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

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

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

*Qualifying Local Generation:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***Section E, Rates and Charges.***

*Revenue Requirements:*

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

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

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

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

*Annual Financial Report and Rate Stabilization Account:*

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

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

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

*Summary Report and Rate Change Process:*

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

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

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

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

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

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

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

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

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

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

(i) NPPD Strategic Plan, as approved by the NPPD Board of Directors

(ii) Integrated Resource Plan and Resource Adequacy, where:

a) NPPD will be responsible for maintaining a current integrated resource plan which shows how NPPD's portfolio of power resources will meet the combined requirements of the Customers and the forecasted cost of power compared to NPPD-produced forward price curves in the regional market. NPPD will prepare updates of the plan and review such updates with Customers. The plan will be updated at least every five (5) years and more frequently if required to meet Southwest Power Pool planning requirements or other contractual or regulatory requirements.

b) Customer shall be responsible for providing to NPPD its forecasted Demand and Energy information for the next ten (10) years. Customers with irrigation load or other load reductions in an applicable demand waiver program (NPPD's program and/or Customer's program) shall provide information (no less than annually) to NPPD in NPPD's data request(s) (currently, the Post Season Irrigation Survey requested each fall) that includes details for connected load, including the amount of load curtailed by source, and Customer's load management practices.

c) NPPD will be responsible for meeting and maintaining reporting and compliance requirements per Southwest Power Pool (or other appropriate authority) tariffs and protocols for resource adequacy assurance based on the NPPD integrated resource plan and resource portfolio and aggregate forecasted customer Demand and Energy.

d) Notwithstanding the role of the Customer Committee as described above, if Customer deems it advisable to join with NPPD in performing a detailed power supply planning study for the purpose of identifying one or more future resources, or for optimizing a load management program, or the funding thereof, which may be used for serving the future requirements of NPPD and of Customer, Customer shall so advise NPPD in writing. NPPD will give due consideration to any such request and will promptly provide a response to Customer.

(iii) Budget, Rate Stabilization Account, and load forecast, including, but not limited to, providing input relative to adjustments to the surplus accumulation limit in the Rate Stabilization Account, as provided in Article 2, Section E.

(iv) Rates and Special Power Products, in accordance with Article 2.

(v) Offering this Contract or a replacement wholesale power contract to new or existing customers.

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

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

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

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

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

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

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

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

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

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

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

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

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

Outstanding Production Debt is defined as:

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

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

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

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

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

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

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

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

*Rate Stabilization Account Credit:*

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

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

*Discount Rate:*

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

*Allocation Methodology:*

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

*Production Debt Offsets and Performance Credits:*

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

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

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

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

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

*Annual Update:*

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

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

*Final Exit Fee Calculation and Customer Payment Process:*

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

## ARTICLE 3
## TRANSMISSION

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

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

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

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

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

## ARTICLE 4
## WAIVERS

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

## ARTICLE 5
## MERGER OR CONSOLIDATION

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

## ARTICLE 6
## MOST FAVORED NATIONS

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

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

## ARTICLE 7
## REOPENER

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

## ARTICLE 8
## SUCCESSORS AND ASSIGNS

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

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

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

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

## ARTICLE 9
## NOTICES AND CORRESPONDENCE

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

**To NPPD:**

Notices/Correspondence
Nebraska Public Power District
Attention: Contracts Manager

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

Rates/Billing
Nebraska Public Power District
Attention: Director of Pricing, Rates & Wholesale Billing
P.O. Box 499
1414-15th Street
Columbus, NE 68602-0499

**To Customer:**

Notices/Correspondence
City of Wahoo
Attention: Utilities General Manager
605 North Broadway
Wahoo, NE 68066-1697

Rates/Billing
City of Wahoo
Attention: Admin./Clerk/Treasurer
605 North Broadway
Wahoo, NE 68066-1697

## ARTICLE 10
## ENTIRE AGREEMENT

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

## ARTICLE 11
## REPLACEMENT OF PRIOR CONTRACT

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

## ARTICLE 12
## ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF WAHOO, NEBRASKA**

By: _____

Date: _____

**NEBRASKA PUBLIC POWER DISTRICT**

By: _____

Date: _____

NEBRASKA PUBLIC POWER DISTRICT

# 2026 WHOLESALE POWER CONTRACT

## CONTRACT GUIDING PRINCIPLES

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

## WHOLESALE POWER CONTRACT (WPC) TIMELINE

**AUG 2025** | **SEPT 2025** | **OCT 2025**

**UTILITY BOARD AND CITY COUNCIL MEETINGS**

31

**WPC signature by October 31, 2025**

will include the Production Debt Offset and Performance Credit Provision

## CONTRACT KEY PROVISIONS

## GUIDING PRINCIPLES & INFORMATION

### TERM OF CONTRACT

- Effective: January 1, 2026
- Terminates: December 31, 2060
- Term: 35 years

- Provides financial security and supports cycles of building and financing to serve all customers.
- Currently pursuing approx. 1,411 MW of new and 835 MW of continued nuclear generation.
- Provides for new generation to meet increased SPP Planning Reserve Margins.
- Supports Cooper Nuclear Station's Operating License renewal through 2054.
- Princeton Road Station in-service date is 2029.
- Beatrice Power Station potential in-service dates are 2031, 2032 and 2033.

### CUSTOMER COMMITTEE

- Provide input to the NPPD Board and act in an advisory capacity.
- Will meet approximately four times a year or as needed.
- Will have initially 11 members and will consist of a cross section of customers.
- Areas of focus: 1) NPPD Strategic Plan, 2) Integrated Resource Plan, 3) Budget, Rate Stabilization Account and Load Forecast, 4) Rates and Special Power Products and 5) Offering this Contract or a replacement Contract to new or existing customers.
- Voting authority consists of 1) Offer Contract to prospective customer, 2) Amend Customer Committee Charter, 3) Change Performance Standard and 4) Reopen Contract for modernization.

- Viewed through the lens of impacts to end-use customers and promotes unique benefits of public power.
- Customer committee sits together with the board to discuss and provide input prior to the NPPD board taking action on selected topics.

Continued on the back

## OPTIONS FOR CUSTOMER - CAPPING PURCHASES

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

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

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

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

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

## PRODUCTION DEBT OFFSET AND PERFORMANCE CREDIT

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

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

## EARLY TERMINATION

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

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

## EXIT FEE

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

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

## REOPENER

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

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

## ARBITRATION

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

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

# CAPACITY PURCHASE AGREEMENT

**between**

**Nebraska Public Power District**

**and**

**The City of Wahoo, Nebraska**

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# CAPACITY PURCHASE AGREEMENT

**between**

**Nebraska Public Power District**

**and**

**The City of Wahoo, Nebraska**

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

## WITNESSETH:

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

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

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

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

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

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

## ARTICLE I
## TERM OF AGREEMENT

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

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

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

## ARTICLE II
## WHOLESALE POWER CONTRACT

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

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

## ARTICLE III
## USABLE AND PERFORMANCE ADJUSTED CAPACITY

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

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

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

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

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

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

The Parties agree that the purchase of Usable Capacity hereunder shall be limited to the net output of the City's tested (in accordance with Article IV) generating facilities that are installed as of the date of execution of this Agreement; provided, however, in the event a generating unit is inoperable at the time of execution of this Agreement, nothing herein shall preclude the repair and return to operable condition of such unit (including the replacement of such generating unit with equivalent, but not greater, capacity) subsequent to execution of this Agreement and the subsequent inclusion of the unit's tested net output as Usable Capacity, nor will anything in this Agreement limit the later addition of Usable Capacity by mutual agreement of City and NPPD, in accordance with then-current SPP generation interconnection processes and procedures. In the event the City installs additional generating unit(s), NPPD shall have the right of first refusal for the purchase of said additional generation as Usable Capacity, where NPPD shall consider deliverability (via SPP Network Integration Transmission Service under

Part III of the SPP Tariff) to NPPD, where such deliverability is determined by SPP (NPPD would have the option to arrange and pay for SPP studies to ensure deliverability of proposed purchased capacity from additional generation; however, should SPP network upgrades be necessary for to ensure deliverability to NPPD, such costs for SPP network upgrades would be considered a Customer cost, unless the Parties mutually agree otherwise in writing).

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

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

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

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

(b) "Planned Outage" means the removal of equipment from service availability for a time period during which the Customer generation is unable to perform at its Usable Capacity to undergo among other things, the inspection of, regular maintenance of, and/or general overhaul of one or more major equipment groups or portions of the Customer's generation as agreed by Customer, NPPD and SPP, if applicable.

(c) "Maintenance Outage" means the removal of equipment from service availability for a time period during which the Customer generation is unable to perform at Usable Capacity to undergo among other things, the inspection of, regular maintenance of, and/or general overhaul of one or more major equipment groups or portions of the Customer's generation as agreed by Customer, NPPD and SPP, if applicable. A Maintenance Outage is an outage

that can be deferred beyond the end of the next weekend (defined as Sunday at 2400 hours or as Sunday turns into Monday), but requires that the unit be removed from service, another outage state, or Reserve Shutdown state before the next Planned Outage.

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

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

## ARTICLE IV
## TEST PROCEDURES

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

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

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

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

## ARTICLE V
## PAYMENTS

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

A. Capacity Payment: $5.40/kW-month for each kW of Performance Adjusted Capacity that NPPD is able to obtain and take credit for, as shown on Exhibit I.

B. Operating Payment: $0.005 for each metered kilowatt-hour of net generation output. The operating payment will not be incurred if NPPD is unable to deliver power and energy due to transmission outages.

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

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

In addition, NPPD and the City may agree in advance in writing for additional payment to City in connection with unusual methods of operation requested by NPPD or in connection with special facilities or equipment installed by City at the request of NPPD to improve operation or dispatching of Usable Capacity.

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

If a Party desires to dispute all or any portion of a payment or compensation provided by the other Party under this Contract, the Party with the dispute shall nevertheless pay

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

## ARTICLE VI
## RESPONSIBILITY OF CITY

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

A. Own all fuel contained in City's storage facilities and shall be responsible for receiving, unloading, storing and otherwise handling, at its own expense, the NPPD-provided fuel which will be delivered to the City's storage facilities. City shall notify NPPD at such times when the fuel inventory in its storage facilities reaches thirty percent (30%) of the full storage capacity or the level which will support eight (8) hours of operation of its generation, whichever is the greater. City shall make reasonable efforts to maintain fuel inventories at or above said levels at all times; provided, however, should SPP reliability requirements specify minimum fuel inventories at levels greater than those stated above, City shall comply with such requirements.

B. Operate its generating facilities only for use by NPPD to provide energy associated with Usable Capacity and only when called upon by authorized NPPD personnel to do so and only in accordance with the operating procedures as specified in Exhibit IV, which is attached hereto and incorporated herein by reference.

C. Keep all generating facilities providing Usable Capacity and associated energy in good operating condition.

D. Have manpower and equipment available to provide the Usable Capacity and associated energy when called upon by NPPD to do so.

E. Make all necessary and required modifications to City's generating facilities to meet present or future local, state or federal laws, rules, regulations and requirements. Exhibit I shall be revised to eliminate Usable Capacity from any generating facilities which are not in compliance with all such laws, rules, regulations and requirements. In the event the Usable Capacity is reduced to zero for all generation units as a result of such noncompliance, this Agreement shall be terminated as of the date of such reduction.

F. Periodically operate the City's generating facilities according to an operating schedule furnished by NPPD to make certain City's generating facilities are in good

operating condition and capable of providing Usable Capacity and associated energy.

G. For operating purposes, it is necessary for City to report to NPPD any outages or derates of any applicable generator, in accordance with Exhibit IV.

H. Allow periodic inspection by NPPD of the City's generating facilities and demonstrate Usable Capacity according to tests required by Article IV when requested by NPPD.

I. Maintain its generating facilities in readily operable condition and, upon receiving a request for operation from NPPD, place the said generating facilities in service, synchronized in parallel with NPPD's system and operating at scheduled load within two (2) hours for an internal combustion unit (diesel and/or gas).

J. Prepare and submit to NPPD such monthly reports concerning the generating facilities as may be reasonably requested and on forms as provided by NPPD.

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

L. Decide whether or not to insure against physical damage to all or any part of the City's property, and City agrees that NPPD and its representatives shall not be liable for and City shall hold harmless NPPD and its representatives from any losses or damage to such property or for expenses incidental to such loss or damage.

M. Install or cause to be installed all switch(es), control(s) and any other protective equipment necessary to protect the City's generating facilities when said facilities are operating interconnected directly or indirectly with NPPD transmission facilities. If the City's generating facilities are interconnected with the electrical system of another party, and such other electrical system is interconnected with the NPPD transmission system, the generating facilities are understood to be indirectly interconnected to NPPD's transmission system.

N. Maintain one telephone number or other mutually agreed upon means of communication that is continuously available and manned for response to NPPD's request for operation of the City's generating facilities. Exhibit IV outlines operating procedures and specifies methods of communication between NPPD and City. Exhibit IV may be revised from time to time as the Parties may agree, except as parts thereof are amended as specifically provided therein.

O. Perform all functions (testing, record keeping, etc.) as required by standards of the North American Electric Reliability Corporation or its successor organization.

## ARTICLE VII
## FUEL

A. **Other Than Natural Gas.** NPPD shall purchase and pay for all fuel which is delivered to City's storage facilities and used in the operation of the City's generating facilities according to the terms and conditions of this Agreement. Such fuel shall meet American Society of Testing Materials (ASTM) or other applicable specifications as recommended by the manufacturer of the equipment or facility in which the fuel is consumed. The storage facilities provided by City have or will have a total storage capacity of 47,200 gallons of diesel fuel and are or will be located at the City's power plant. City agrees to allow NPPD to make periodic inspection of the storage facilities.

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

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

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

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

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

B. **Natural Gas.** The City agrees that if and when City is able to obtain natural gas for generation, City shall so notify NPPD pertaining to the availability of natural gas and the anticipated price for such natural gas, and if NPPD requests generation using natural gas as a fuel, City shall utilize natural gas to the maximum extent

available. NPPD agrees to pay City, within ten (10) days after receipt of an invoice from the City, billings to the City by City's gas supplier for natural gas utilized for generation, including any minimum billings imposed by gas supplier on natural gas supplied for generation. City shall invoice NPPD for such cost no later than ten (10) days after receipt of invoice from the natural gas supplier. The City shall exercise due care and diligence in the management and procurement of natural gas for its generation.

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

C. **Limitation on Use of Fuel.** The Parties agree that in the event the City is prohibited by any court or governmental agency having jurisdiction from utilizing natural gas or diesel fuel, or the City is unable to obtain adequate fuel for the operation of the City's generating facilities, and such prohibition or unavailability of fuel continues for a period of six (6) months, NPPD shall have the right to immediately terminate this Agreement upon written notice to the other Parties.

D. **System Outage With City Islanded From Electric Grid.** In the instance NPPD is not able to deliver power and energy to City, but City is able to generate to serve its own load, NPPD will be responsible for costs to generate, in accordance with this Agreement. (Wholesale billing will occur as if NPPD delivered the energy under the applicable rate schedule(s))

## ARTICLE VIII
## RESPONSIBILITY OF NPPD

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

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

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

## ARTICLE IX
## MINIMUM OPERATION

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

## ARTICLE X
## METERING

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

## ARTICLE XI
## OPERATING COMMITTEE

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

B. The Operating Committee shall meet at such times as deemed necessary by the Parties. Written minutes shall be kept for all meetings of the Operating Committee and decisions or agreements made by the Operating Committee shall be unanimous and reduced to writing and signed by all three Parties. The principal responsibilities of the Operating Committee shall be to address any and all operational issues, procedures, disputes, or actions required to carry out the intent of this Agreement, that includes, but not be limited to the following:
   (a) Establish data requirements and operating record requirements
   (b) Review the requirements, standards, and procedures for data acquisition equipment, protective equipment and for any other equipment or software
   (c) Annually review the one (1) year forecast of maintenance and planned outage schedules of each Party's applicable facilities for the performance of this Agreement
   (d) Coordinate the scheduling of maintenance and planned outages on each Party's facilities that impact the normal operation for the performance of this Agreement

(e) Ensure that information is being provided by each Party regarding equipment availability

(f) Coordinate the implementation of changes to operating protocols and procedures

C. If the Parties' representatives are unable to agree on any matters within the jurisdiction of the Operating Committee, such matters shall be referred to the applicable executive officer of each Party for resolution.

## ARTICLE XII
## EXISTING AGREEMENT

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

## ARTICLE XIII
## ASSIGNMENT

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

(a) any corporation or other entity acquiring all or substantially all the property of the Party making the transfer, or

(b) any corporation or entity into which or with which the Party making the transfer may be merged or consolidated.

## ARTICLE XIV
## CAPTIONS

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

## ARTICLE XV
## WAIVERS

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

## ARTICLE XVI
## CONFIDENTIAL INFORMATION

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

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

**NEBRASKA PUBLIC POWER DISTRICT**

By _____

Title _____

Date _____

**CITY OF WAHOO, NEBRASKA**

By _____

Title _____

Date _____

Effective Date: January 1, 2026
Superseded Exhibit I dated: N/A

# EXHIBIT I
## USABLE AND PERFORMANCE ADJUSTED CAPACITY

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

Unit 1, RICE, NG/DIESEL, Installed in 1960, 2 MW of SPP firm NITS, Nameplate Capacity: 2,100 kW

| Season | Test Date | Usable Capacity | Performance Adjusted Capacity |
|---|---|---|---|
| Winter 2025-26 | 08/16/2024 | 1,710 | No Adjustment |
| Summer 2026 | | | |
| Winter 2026-27 | | | |
| Summer 2027 | | | |
| Winter 2027-28 | | | |
| Summer 2028 | | | |
| Winter 2028-29 | | | |
| Summer 2029 | | | |
| Winter 2029-30 | | | |
| Summer 2030 | | | |
| Winter 2030-31 | | | |
| Summer 2031 | | | |
| Winter 2031-32 | | | |
| Summer 2032 | | | |
| Winter 2032-33 | | | |
| Summer 2033 | | | |
| Winter 2033-34 | | | |
| Summer 2034 | | | |
| Winter 2034-35 | | | |
| Summer 2035 | | | |
| Winter 2035-36 | | | |

Unit 3, RICE, NG/DIESEL, Installed in 1973, 4 MW of SPP firm NITS, Nameplate Capacity: 4,400 kW

| Season | Test Date | Usable Capacity | Performance Adjusted Capacity |
|---|---|---|---|
| Winter 2025-26 | 08/16/2024 | 3,930 | No Adjustment |
| Summer 2026 | | | |
| Winter 2026-27 | | | |
| Summer 2027 | | | |
| Winter 2027-28 | | | |
| Summer 2028 | | | |
| Winter 2028-29 | | | |
| Summer 2029 | | | |
| Winter 2029-30 | | | |

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

Unit 5, RICE, NG/DIESEL, Installed in 1952, 2 MW of SPP firm NITS, Nameplate Capacity: 2,200 kW

| Season | Test Date | Usable Capacity | Performance Adjusted Capacity |
|---|---|---|---|
| Winter 2025-26 | 08/16/2024 | 1,830 | No Adjustment |
| Summer 2026 | | | |
| Winter 2026-27 | | | |
| Summer 2027 | | | |
| Winter 2027-28 | | | |
| Summer 2028 | | | |
| Winter 2028-29 | | | |
| Summer 2029 | | | |
| Winter 2029-30 | | | |
| Summer 2030 | | | |
| Winter 2030-31 | | | |
| Summer 2031 | | | |
| Winter 2031-32 | | | |
| Summer 2032 | | | |
| Winter 2032-33 | | | |
| Summer 2033 | | | |
| Winter 2033-34 | | | |
| Summer 2034 | | | |
| Winter 2034-35 | | | |
| Summer 2035 | | | |
| Winter 2035-36 | | | |

Unit 6, RICE, NG/DIESEL, Installed in 1969, 3 MW of SPP firm NITS, Nameplate Capacity: 3,500 kW

| Season | Test Date | Usable Capacity | Performance Adjusted Capacity |
|---|---|---|---|
| Winter 2025-26 | 08/16/2024 | 2,930 | No Adjustment |
| Summer 2026 | | | |
| Winter 2026-27 | | | |
| Summer 2027 | | | |

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

Approved:

**For NPPD:**

Name:_____

Date: _____

**For City of Wahoo, Nebraska:**

Name:_____

Date: _____

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

## EXHIBIT II

## CONTACT INFORMATION

City:

NOTICES/CORRESPONDENCE
City of Wahoo
Utility General Manager
605 North Broadway
Wahoo, NE 68066-1697

BILLINGS
City of Wahoo
Admin/Clerk/Treasurer
605 North Broadway
Wahoo, NE 68066-1697

NPPD:

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

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

Copy to:

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

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

Customer: Phone Number:

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

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

# EXHIBIT III

## FORM FOR OPERATIONAL AND/OR CAPABILITY TEST DATA

### Operational and/or Capability Test Data

Form Completed By:

Test Date:

*This date is used to decide if capability test is due.*

Generating Station: Please select

Resource ID: Please select

Energy Source:

Last Capability Test Date:

Dry Bulb Temperature: 0.0 *Deg. F*

Wet Bulb Temperature: 0.0 *Deg. F*

Pressure: 0.0 *(Hg)*

Test Type:

○ Operational ◉ Capability

Season: Summer

Claimed Summer Capability Rating:

Start Time:

*Select date, then adjust time.*

End Time:

*Select date, then adjust time.*

Barometric Pressure During Test:

*Hg*

Average Ambient (Dry Bulb) Temperature During Test:

*Deg. F*

Time Validation:

Temperature Validation:

Average Hourly Gross MWh's Produced During Test:

*MWh's*

Average Hourly Station Service MWh's Used During Test:

*MWh's*

Other Adjustments:

*MWh's*

Net Test Result: 0.00

*MWh's*

Cancel Submit

# EXHIBIT IV

## OPERATING PROCEDURES

## NORMAL OPERATING CONDITIONS

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

## MINIMUM OPERATION SCHEDULE

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

## SCHEDULING OF REPAIRS

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

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

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

(ii) Be approved by the SPP, to the extent applicable, and be conducted in accordance with Good Utility Practice;

(iii) Be of the type that is necessary or desirable to maintain the Customer generation reliably, in accordance with Good Utility Practice;

(iv) Not occur during the months of June, July, August, September, December, January February, or March except as necessary in accordance with Good Utility Practice or as approved by NPPD; and.

(v) SPP or NPPD could request the Customer cancel or move an outage at any time given system conditions, where Customer will make commercially reasonable efforts to accommodate any request from NPPD to reschedule any Planned or Maintenance Outage.

(b) Maintenance Outages shall:

(i) Be reported to NPPD no more than fourteen (14) days in advance and at least seven (7) days in advance (or otherwise in accordance with SPP's Reliability Coordinator Outage Coordination Methodology) of when the Maintenance Outage is to occur;

(ii) Be approved by the SPP, to the extent applicable, and be conducted in accordance with Good Utility Practice;

(iii) Be of the type that is necessary or desirable to maintain the Customer generation reliably, in accordance with Good Utility Practice;

(iv) When possible, not occur during the months of June, July, August, September, December, January February, or March except as necessary in accordance with Good Utility Practice or as approved by NPPD; and

(v) SPP or NPPD could request the Customer cancel or move an outage at any time given system conditions, where Customer will make commercially reasonable efforts to accommodate any request from NPPD to reschedule any Planned or Maintenance Outage.

(c) Forced Outages shall:

(i) be reported to NPPD no more than seven (7) days in advance and (or otherwise in accordance with SPP's Reliability Coordinator Outage Coordination Methodology) by no later than 7:00 a.m. on the day prior to which such forced outage is to occur, if known; or

(ii) within thirty (30) minutes, any change in unit capability shall be reported to NPPD.

## PLANT HEATING

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

## EMERGENCY OPERATING INSTRUCTIONS

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

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

Should the City be unable to contact both the Doniphan Control Center and the Line Dispatcher due to severance of communication lines, the City may proceed to isolate

themselves from the NPPD System by opening and tagging, per previous instructions, Switches # N/A, # N/A and # N/A located at N/A.

## COMMUNICATION

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

City

24-Hour Dispatch Phone: (402) 443-4213
Plant Operator Phone: (402) 443-4213
(402) 277-6111 (Cell)
Email: veskrna@wahoo.ne.us
gibney@wahoo.ne.us
barry@wahoo.ne.us

Doniphan Control Center

Energy Supply Phone: (402) 845-5250 – Planning
Energy Supply 24/7: (402) 845-5256 – Real Time Operations
Energy Supply Email: dccndcoordinator@nppd.com
System Operator Phone: (402) 845-5221
System Operator Cell: N/A
System Operator Email: genop@nppd.com

## LINE SWITCHING

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

N/A

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

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

Request Date:
Submitted By:

**Plant Information**

Plant Name:
Unit Number:

**Outage Schedule**

Start Date:
Start Time:
End Date:
End Time:

**Work Details**

Description of Work Being Done:

| |
|---|
| |

**Additional Notes (if any):**

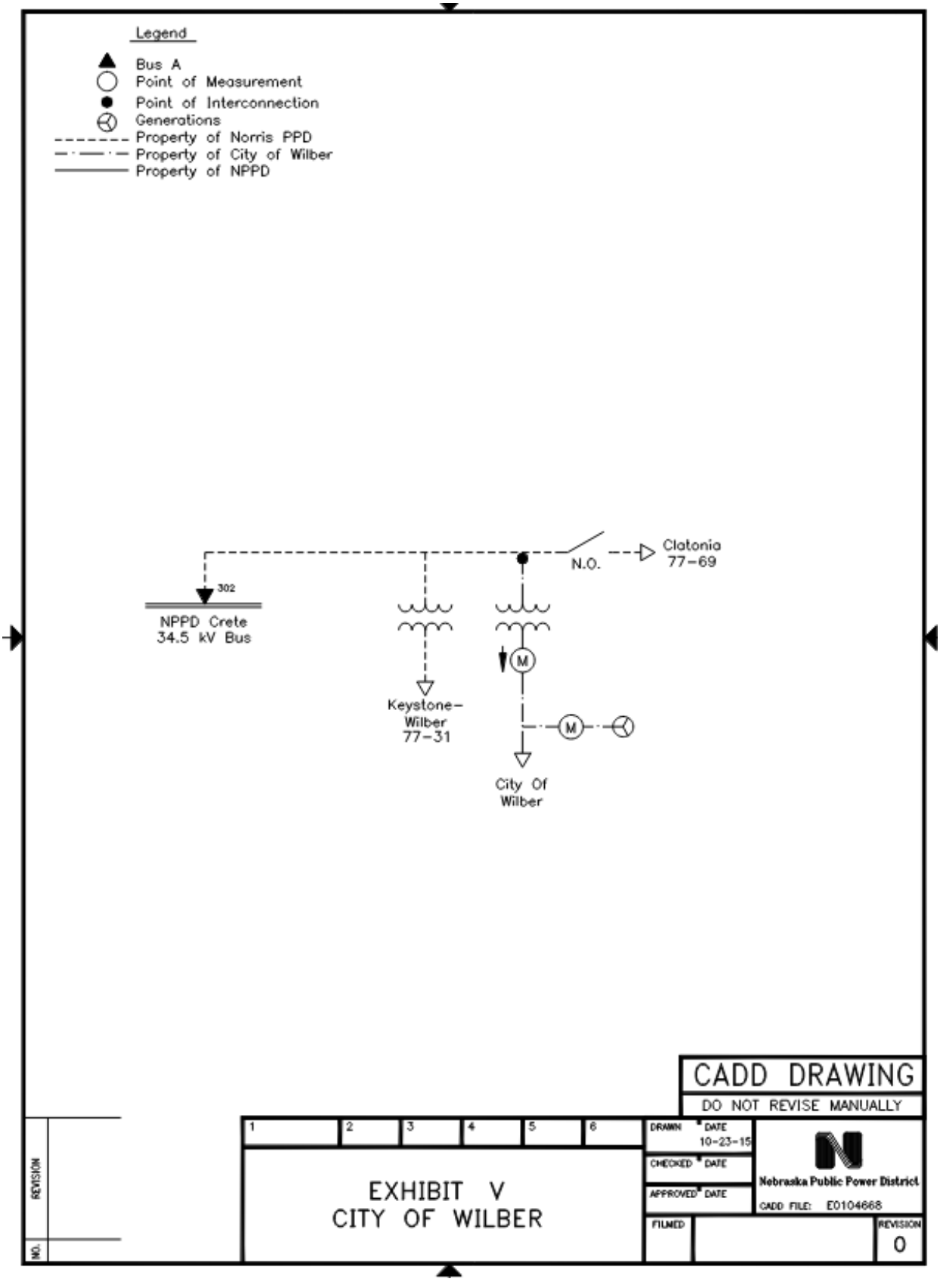
| |
|---|
| |

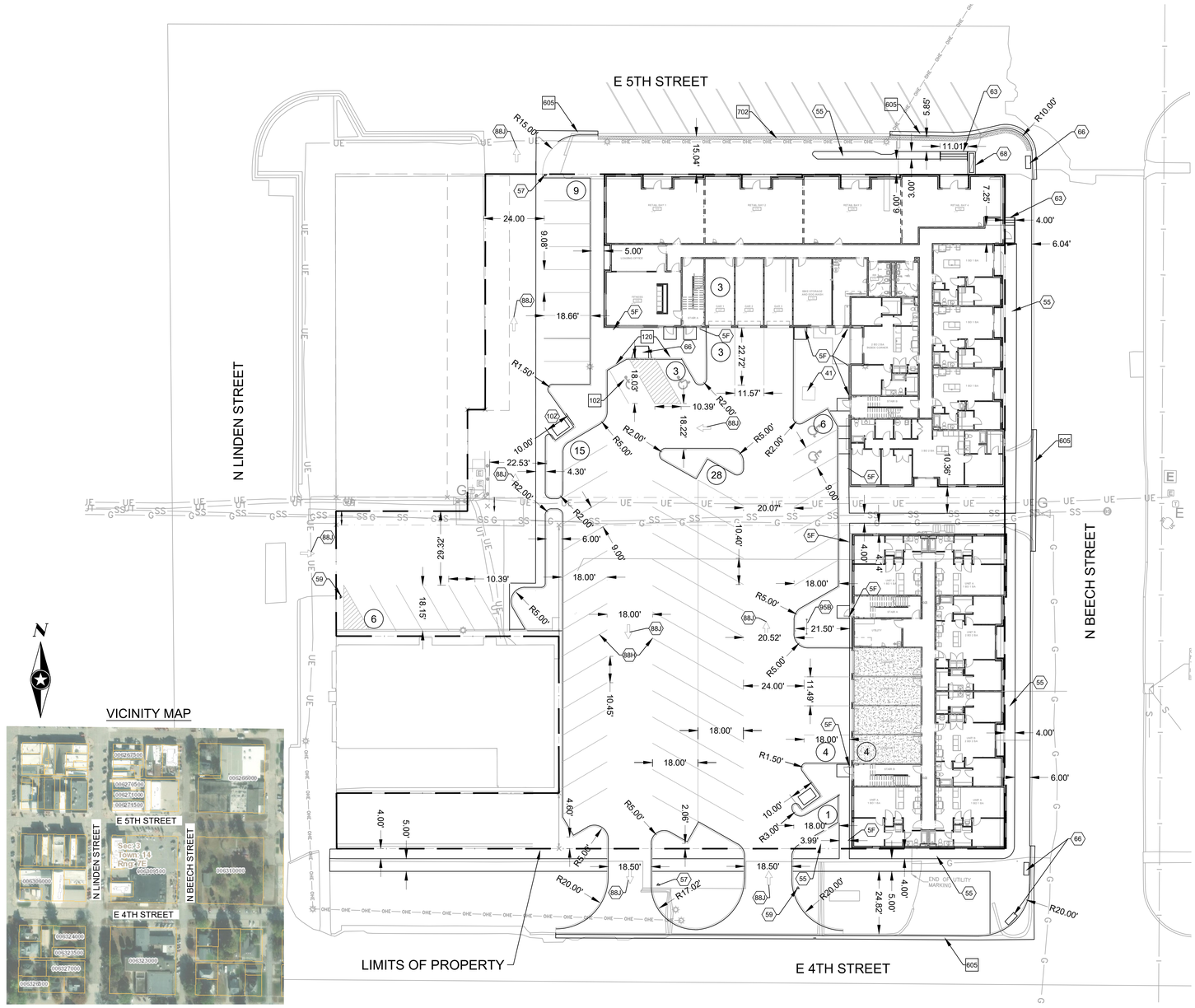
Please check SPP Outage Maintenance Margin prior to submitting request at:
SPP Portal
Mail To: DCCNDCoordinator@nppd.com

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

# EXHIBIT V

## ONE-LINE DIAGRAM






N

VICINITY MAP




# INDEX

| SHEET NO. | DESCRIPTION |
|---|---|
| 1 | SITE PLAN |
| 2 | REMOVAL PLAN |
| 3 | GRADING PLAN |
| 4 | UTILITY PLAN |
| 5 | EROSION CONTROL PLAN |
| 6-7 | SPOT ELEVATIONS |
| 8-9 | PAVING PLAN |
| 10-11 | DETAILS |
| 12 | CONSTRUCTION NOTES |

THIS PLAN CONTAINS 12 SHEETS.

N

20 0 20 40
scale 10 feet

## CONSTRUCTION NOTES:

1. COORDINATE START-UP AND ALL CONSTRUCTION ACTIVITIES WITH OWNER.
2. ALL CONSTRUCTION WORK AND UTILITY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COOPERATION WITH AND IN ACCORDANCE WITH REGULATIONS OF THE AUTHORITIES CONCERNED. CONTRACTOR TO FOLLOW CITY OF WAHOO INFRASTRUCTURE STANDARDS & SPECIFICATIONS (ADOPTED 10/25/2012) AND DETAILS. CITY OF WAHOO SHALL BE CONTACTED PRIOR TO WORK BEGINNING.
3. PUBLIC CONVENIENCE AND SAFETY: THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL INSURE, AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC, AND SHALL PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC AND RESIDENTS ALONG AND ADJACENT TO HIGHWAYS IN THE CONSTRUCTION AREA.
4. ALL TRAFFIC CONTROL DEVICES, INSTALLATION AND OPERATIONS SHALL CONFORM WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
5. PARKING PROVIDED: 82 STALLS (2 HANDICAPPED)

(1) PARKING COUNT

☐ DETAILS - SEE DETAIL SHEET FOR THE FOLLOWING DETAILS

102 ACCESSIBLE PARKING
120 ACCESSIBLE PARKING SIGNAGE
605 CURB & GUTTER REMOVAL AND REPLACEMENT
702 BRICK PAVER RIBBON DETAIL

⬡

5F DOWNSPOUT
10Z TRASH ENCLOSURE - SEE ARCHITECTURE PLANS FOR DETAILS
41 TRANSFORMER
55 4" LANDSCAPED ROCK WITH GEOFABRIC
57 'DO NOT ENTER' SIGN ON 2" SQUARE POST
59 'ONE WAY' SIGN ON 2" SQUARE POST
63 CONCRETE STEPS - SEE CITY OF OMAHA STANDARD PLATE 608-01 PCC STAIRS W/ RAILING
66 ADA RAMPS - SEE CITY OF OMAHA STANDARD PLATE 504-01 CONCRETE CURB RAMP
68 6" CONCRETE REINFORCED PLANTER BOX
88H 4" WHITE PAINT STRIPING
88J WHITE ONE WAY ARROW STRIPING
95B BICYCLE RACK - 5 SPOT (BLACK COATED STEEL, SURFACE MOUNTED)

## SITE NOTES

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF BUILDING ENTRANCE, EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
2. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE PERPENDICULAR TO PROPERTY LINE.
4. ACTUAL SIGN LOCATIONS TO BE COORDINATED WITH CONSTRUCTION MANAGER.

THE COORDINATES PROVIDED ON THIS PLAN ARE FOR INFORMATION AND CHECKING PURPOSES ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO CALCULATE CONSTRUCTION STAKING COORDINATES ACCORDING TO THE DIMENSIONS SHOWN ON THESE PLANS. CONTRACTOR SHALL VERIFY THE ACCURACY OF THE COORDINATES SHOWN HEREON BEFORE CONSTRUCTION.

SEH

I CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM DULY LICENSED UNDER THE LAWS OF THE STATE OF NEBRASKA.

PROFESSIONAL CIVIL ENGINEER
JACOB R. VASA
E-14500
STATE OF NEBRASKA

10/19/2025
CA-2111

MARKET SUITES APARTMENTS
WAHOO, NE

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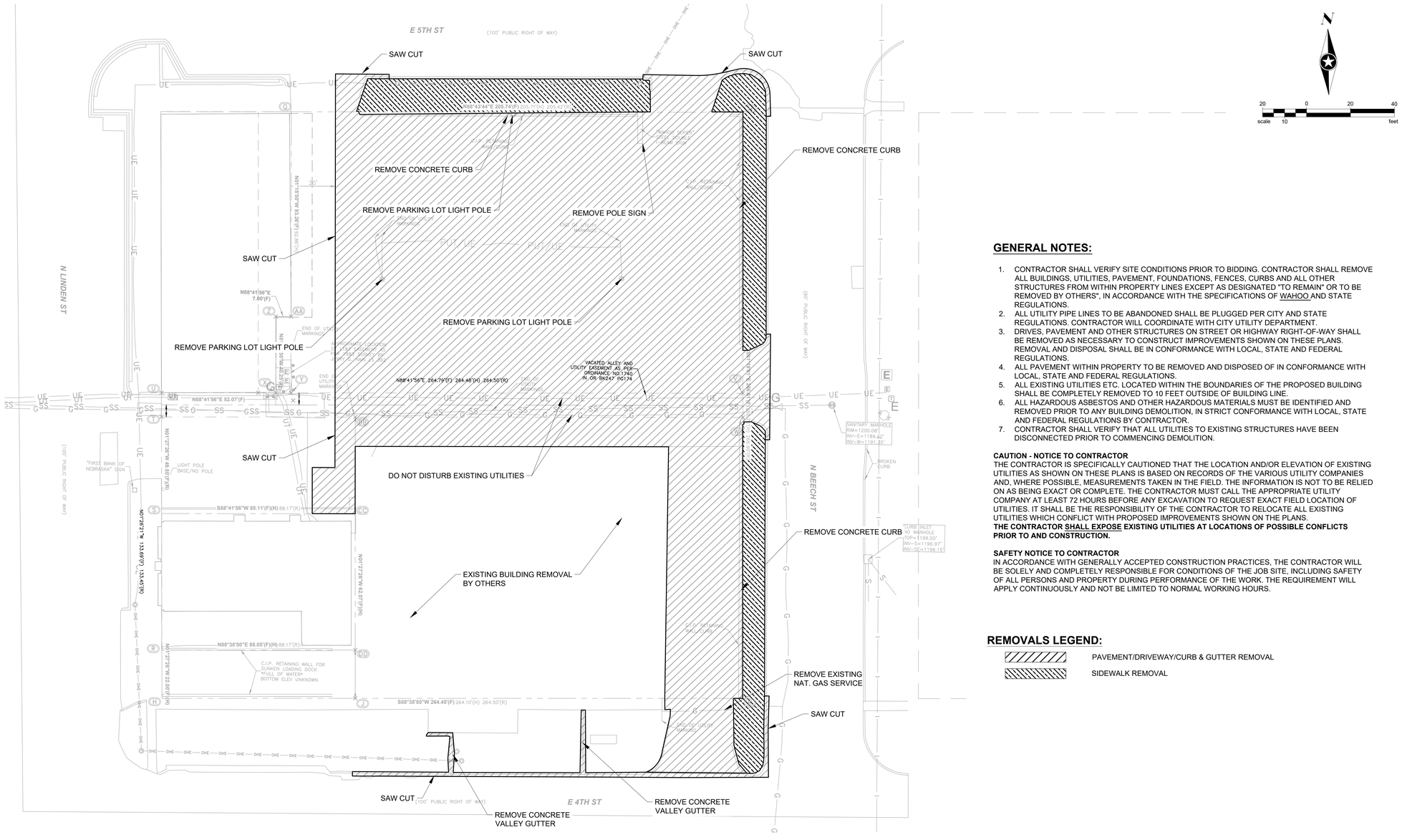
Project Status Issue Date
09/04/2025

ADDENDUM #2 10/19/2025

SITE PLAN

C.1

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## GENERAL NOTES:

1. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO BIDDING. CONTRACTOR SHALL REMOVE ALL BUILDINGS, UTILITIES, PAVEMENT, FOUNDATIONS, FENCES, CURBS AND ALL OTHER STRUCTURES FROM WITHIN PROPERTY LINES EXCEPT AS DESIGNATED "TO REMAIN" OR TO BE REMOVED BY OTHERS", IN ACCORDANCE WITH THE SPECIFICATIONS OF WAHOO AND STATE REGULATIONS.
2. ALL UTILITY PIPE LINES TO BE ABANDONED SHALL BE PLUGGED PER CITY AND STATE REGULATIONS. CONTRACTOR WILL COORDINATE WITH CITY UTILITY DEPARTMENT.
3. DRIVES, PAVEMENT AND OTHER STRUCTURES ON STREET OR HIGHWAY RIGHT-OF-WAY SHALL BE REMOVED AS NECESSARY TO CONSTRUCT IMPROVEMENTS SHOWN ON THESE PLANS. REMOVAL AND DISPOSAL SHALL BE IN CONFORMANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.
4. ALL PAVEMENT WITHIN PROPERTY TO BE REMOVED AND DISPOSED OF IN CONFORMANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.
5. ALL EXISTING UTILITIES ETC. LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED BUILDING SHALL BE COMPLETELY REMOVED TO 10 FEET OUTSIDE OF BUILDING LINE.
6. ALL HAZARDOUS ASBESTOS AND OTHER HAZARDOUS MATERIALS MUST BE IDENTIFIED AND REMOVED PRIOR TO ANY BUILDING DEMOLITION, IN STRICT CONFORMANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS BY CONTRACTOR.
7. CONTRACTOR SHALL VERIFY THAT ALL UTILITIES TO EXISTING STRUCTURES HAVE BEEN DISCONNECTED PRIOR TO COMMENCING DEMOLITION.

**CAUTION - NOTICE TO CONTRACTOR**
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
**THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICTS PRIOR TO AND CONSTRUCTION.**

**SAFETY NOTICE TO CONTRACTOR**
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THE REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

## REMOVALS LEGEND:

PAVEMENT/DRIVEWAY/CURB & GUTTER REMOVAL

SIDEWALK REMOVAL

SEH

PROFESSIONAL CIVIL ENGINEER
JACOB R. VASA
E-14500
STATE OF NEBRASKA
10/19/2025
CA-2111

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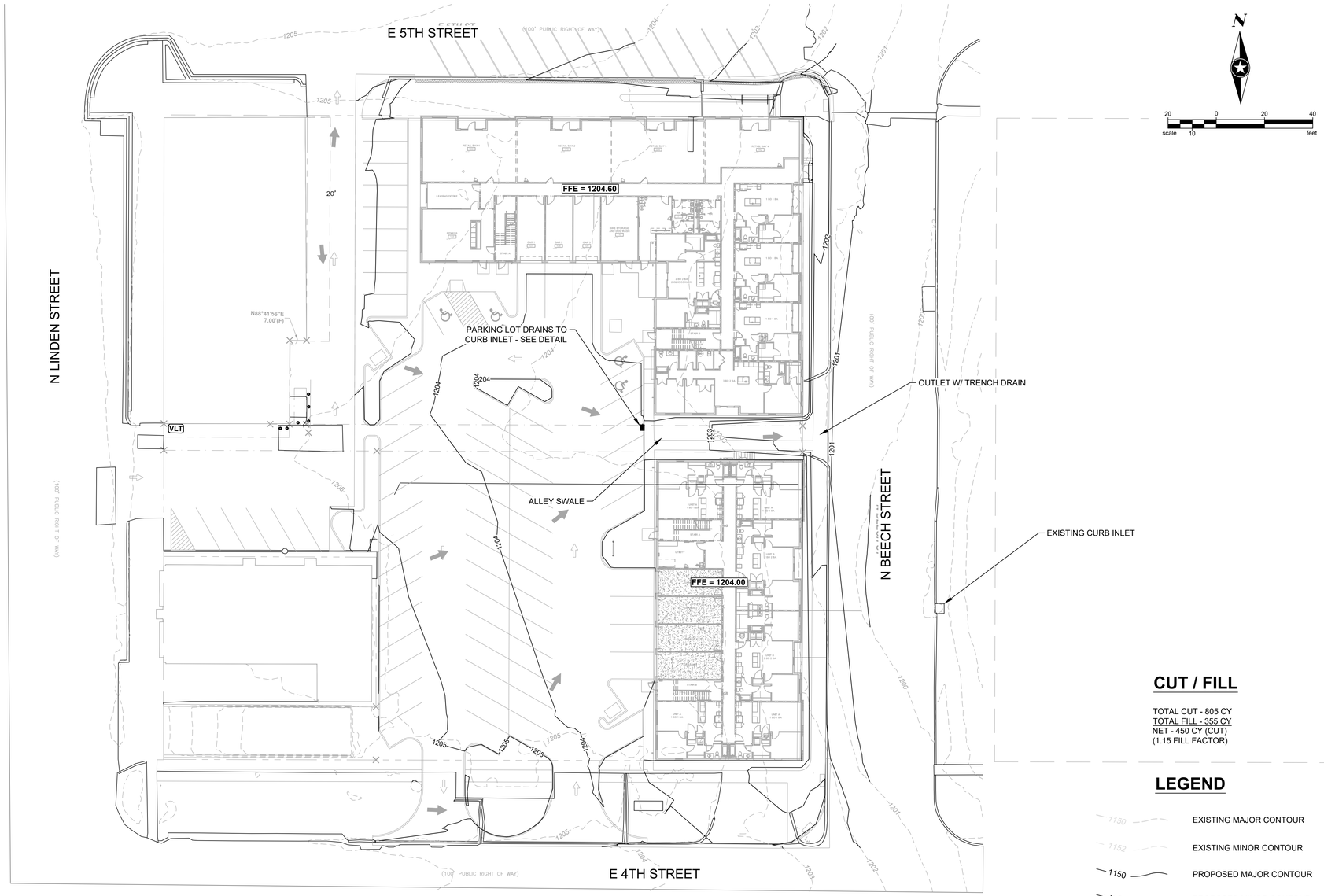
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ADDENDUM #2 10/19/2025

REMOVAL PLAN

C.2

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## CUT / FILL

TOTAL CUT - 805 CY
TOTAL FILL - 355 CY
NET - 450 CY (CUT)
(1.15 FILL FACTOR)

## LEGEND

- 1150 — EXISTING MAJOR CONTOUR
- 1152 — EXISTING MINOR CONTOUR
- 1150 — PROPOSED MAJOR CONTOUR
- 1152 — PROPOSED MINOR CONTOUR

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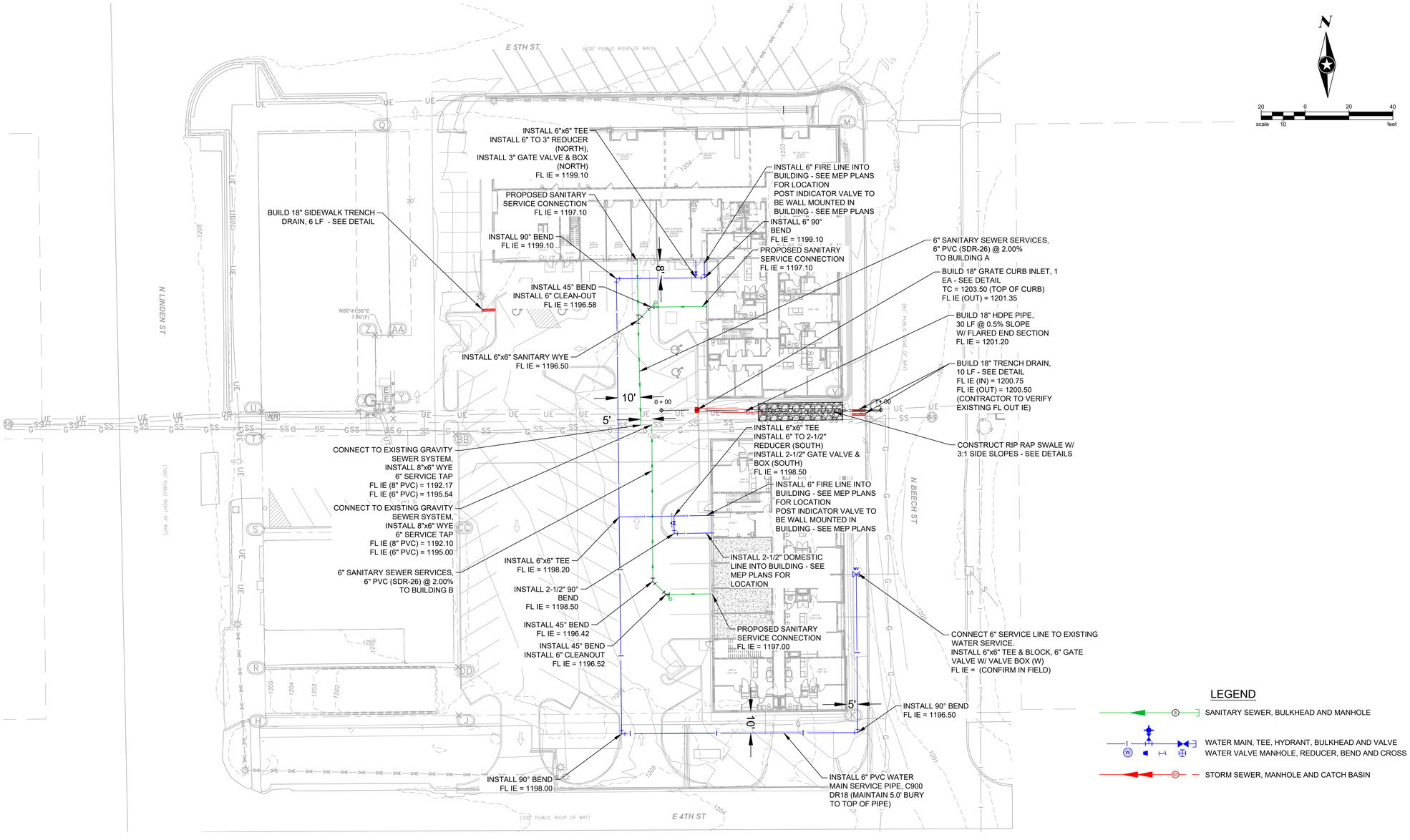
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ADDENDUM #2 10/19/2025

GRADING PLAN

C.3




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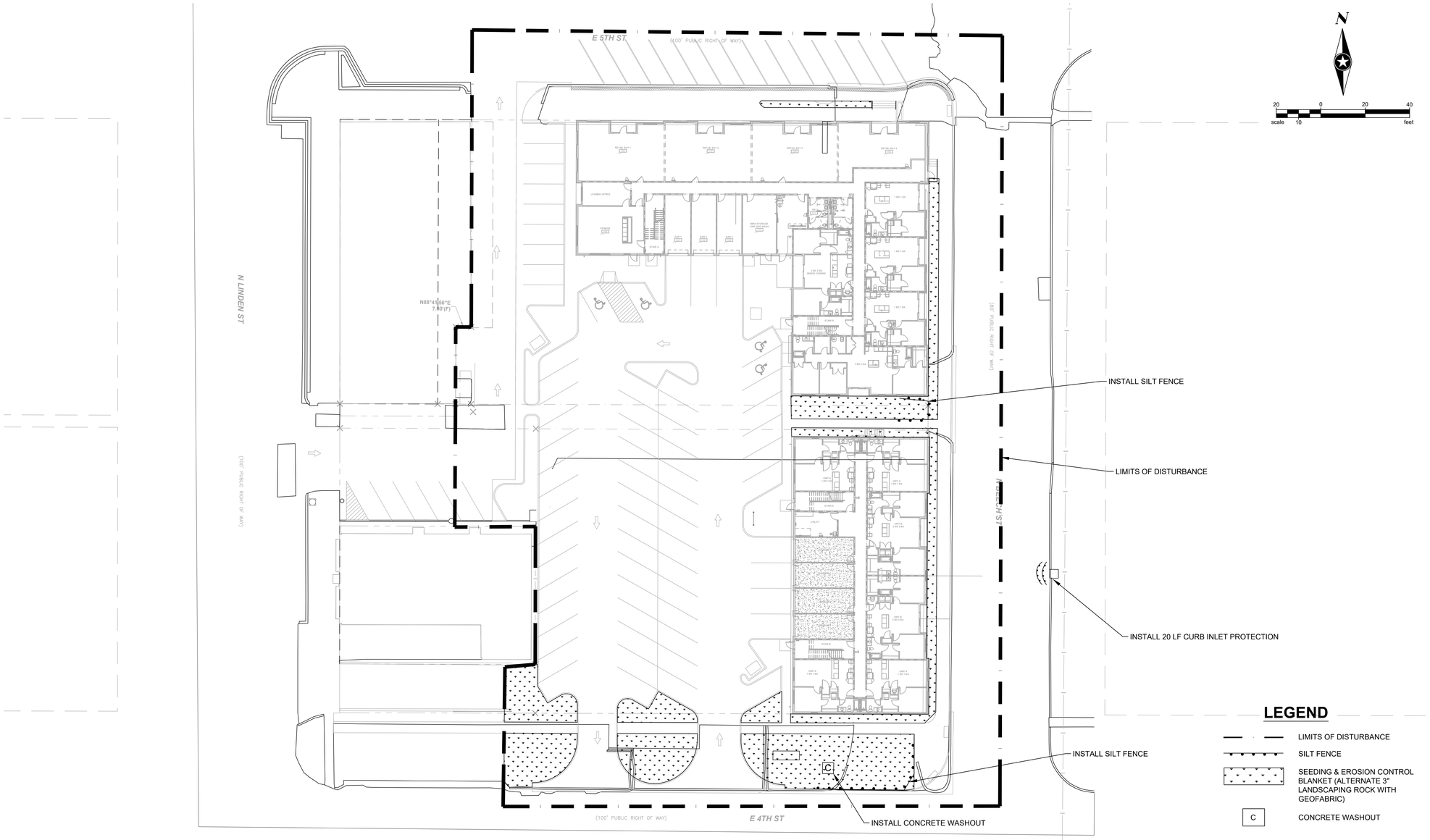
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ADDENDUM #2 10/19/2025

UTILITY PLAN

C.4




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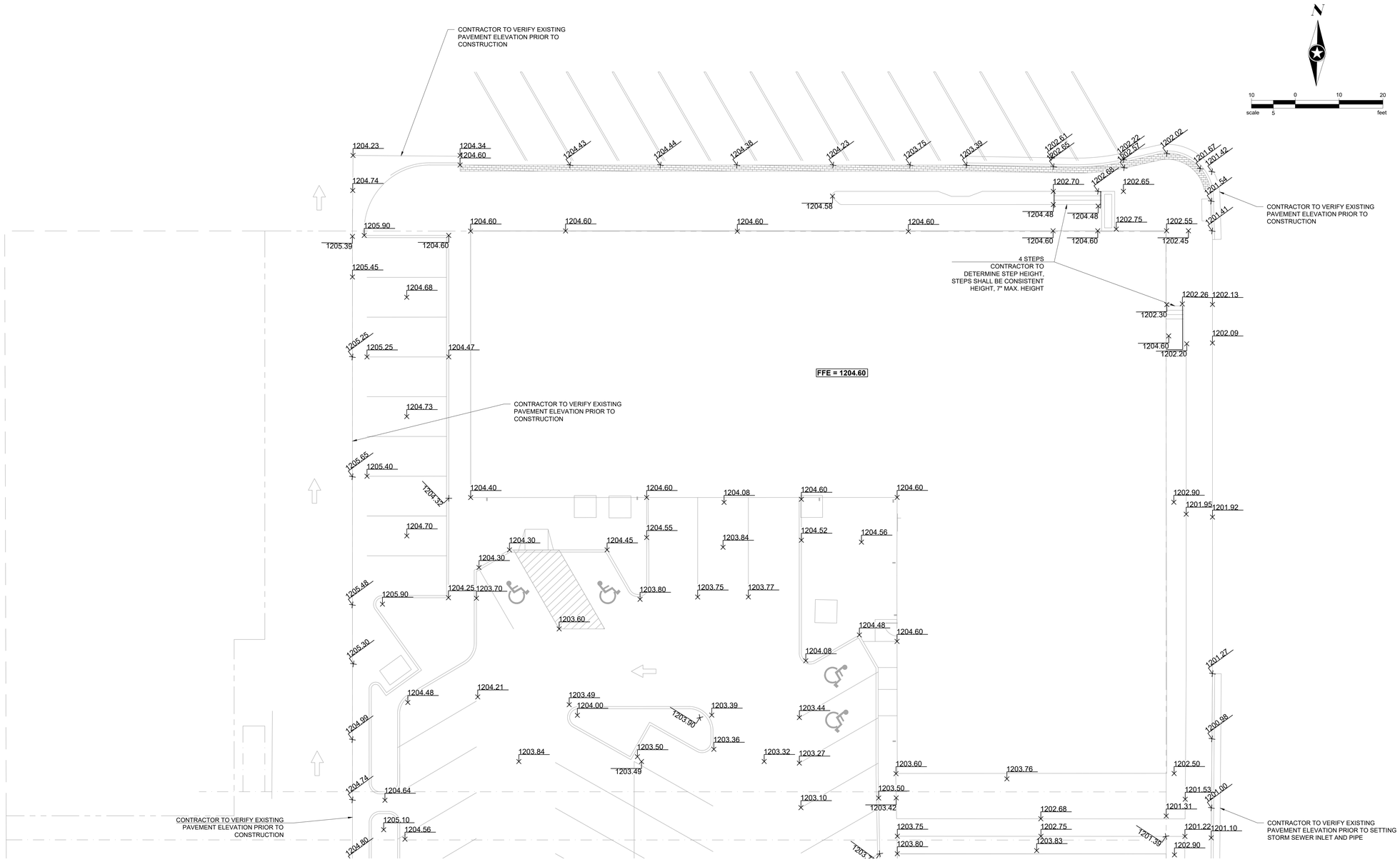
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ADDENDUM #2 10/19/2025

EROSION CONTROL PLAN

C.5




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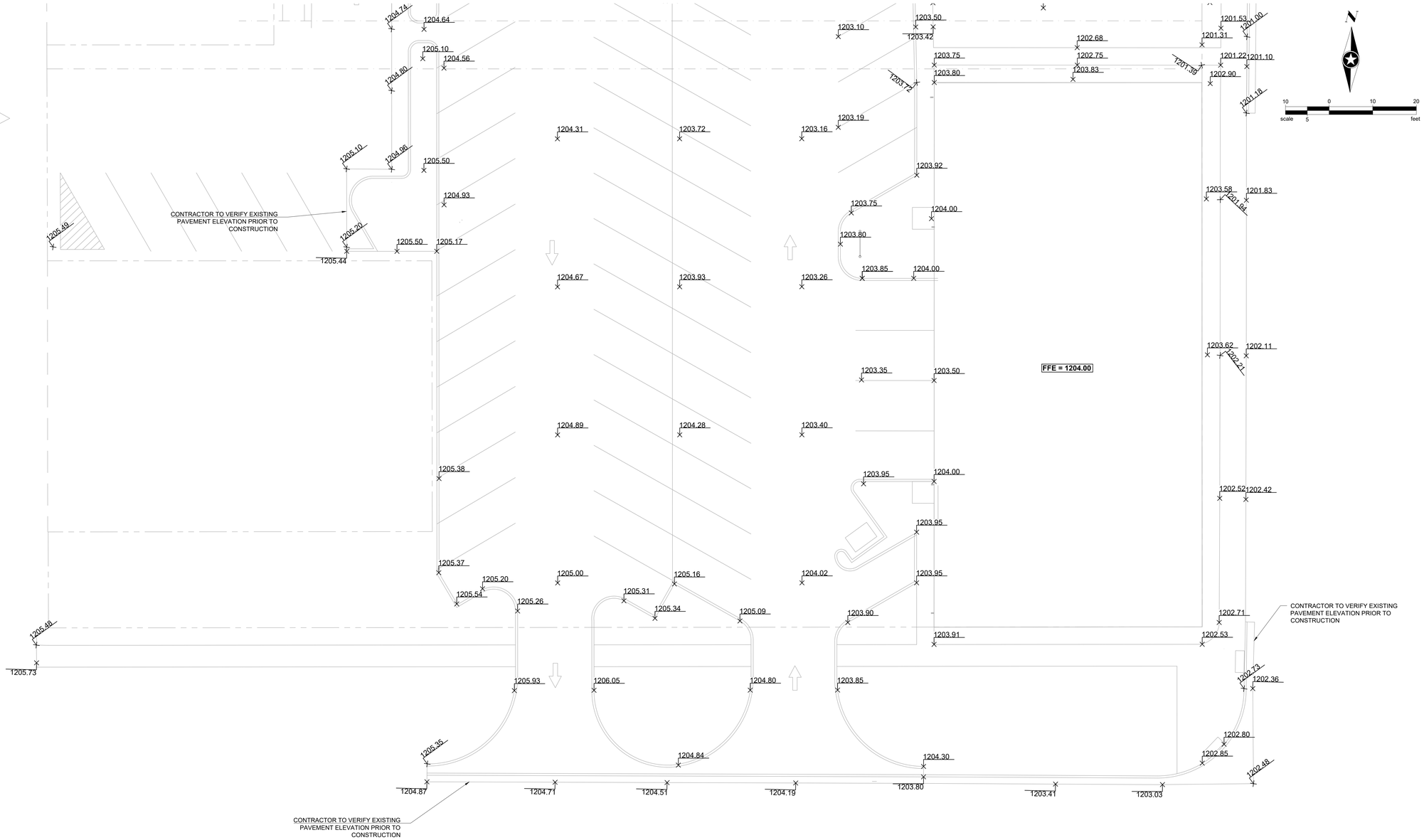
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ADDENDUM #2 10/19/2025

SPOT ELEVATIONS

C.6




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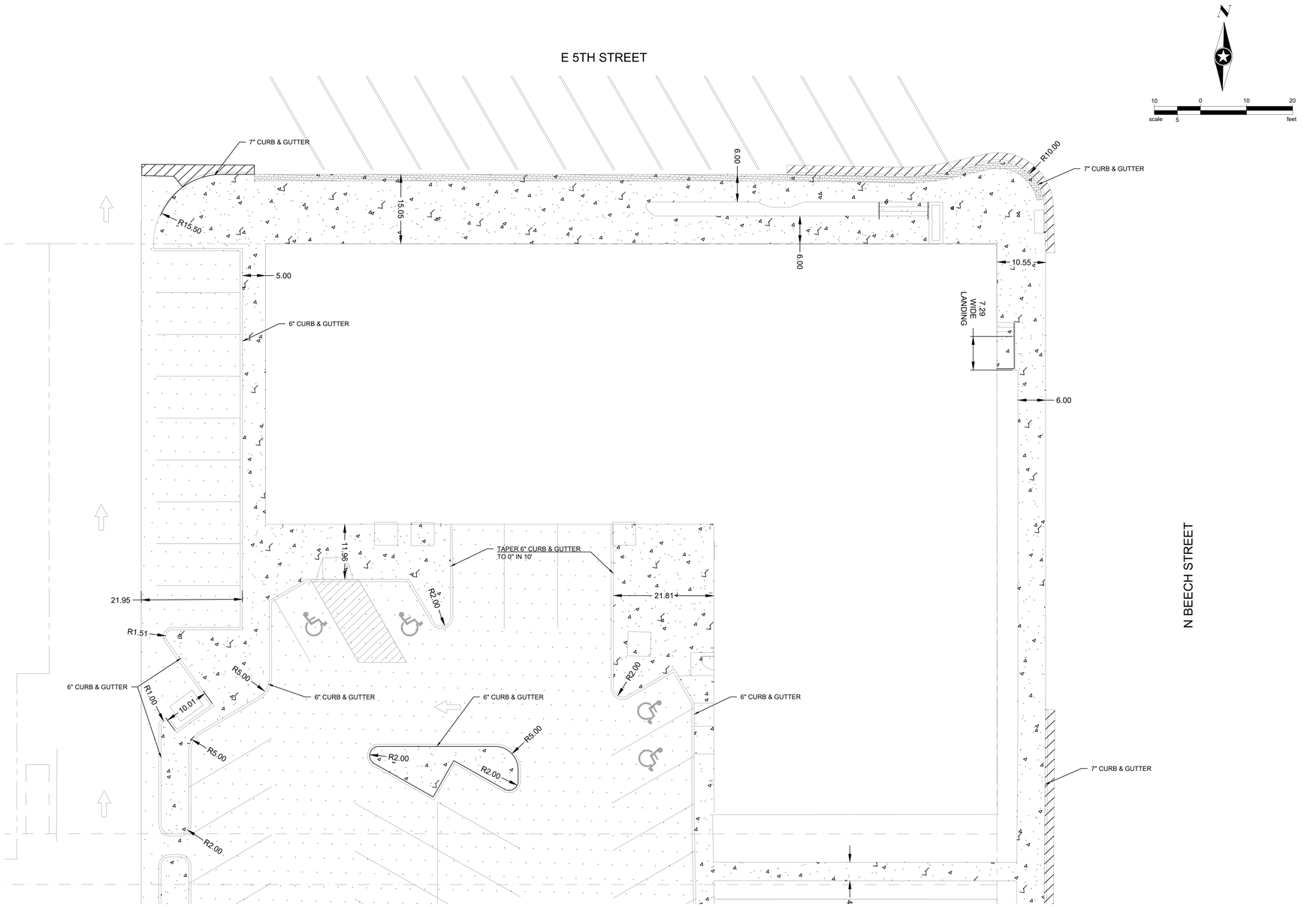
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ADDENDUM #2 10/19/2025

SPOT ELEVATIONS 2

C.7




## LEGEND

- 5" PCC SIDEWALK
- 6" CONCRETE PAVEMENT WITH CONCRETE CURB AND GUTTER
- 7" PCC PAVEMENT

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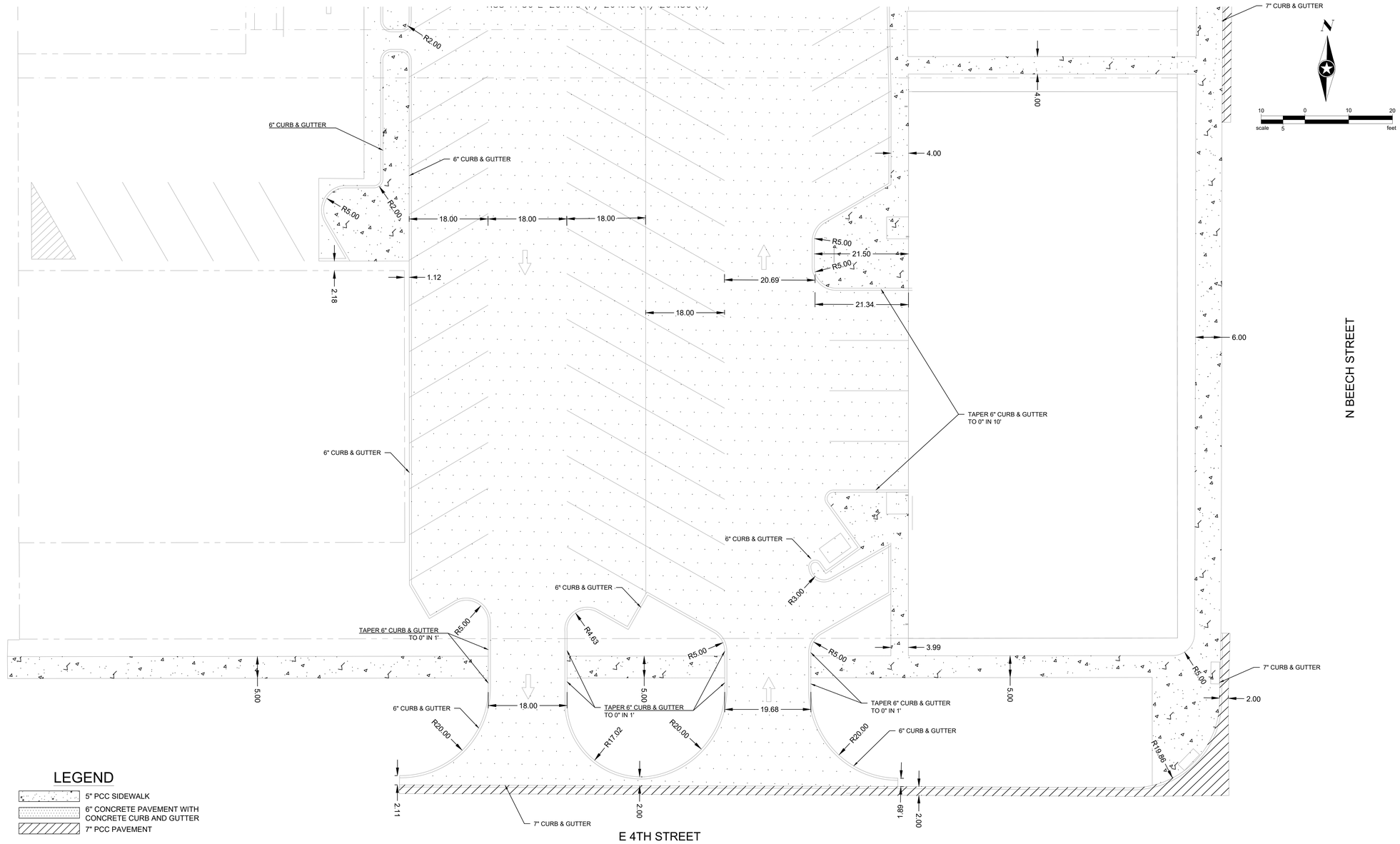
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PAVING PLAN

C.8




## LEGEND

- 5" PCC SIDEWALK
- 6" CONCRETE PAVEMENT WITH CONCRETE CURB AND GUTTER
- 7" PCC PAVEMENT

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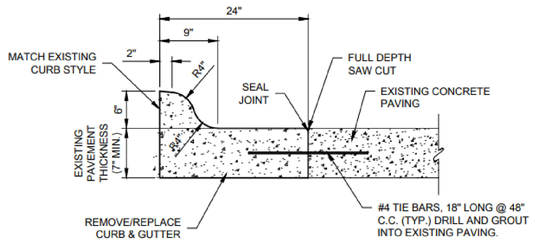
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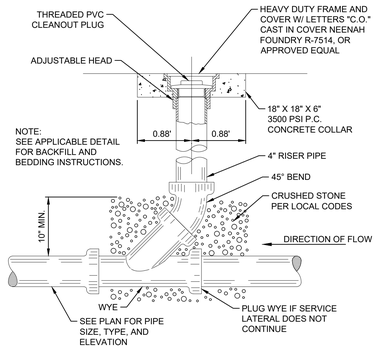
PAVING PLAN 2

C.9

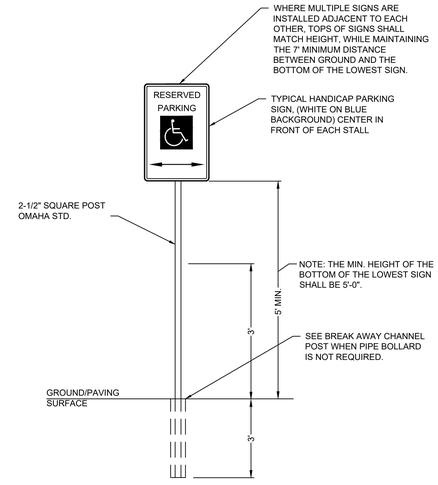



NOTES:
1. CONCRETE PAVING - NDOR 47B 3500 PSI
2. CONSTRUCT CURB TO MATCH EXISTING ADJACENT CURB STYLE
3. BURLAP FINISH CONCRETE
4. APPLY CURING COMPOUND (NDOR) OR WET BURLAP AFTER FINISHING CONCRETE
5. PERIMETER JOINT SHALL BE TOOLED
6. SAW JOINTS T/4 (MATCH EXISTING JOINT PATTERN)
7. SEAL JOINTS WITH HOT POURED JOINT SEALANT (NDOR) OR SONOLASTIC SL1 SEALANT (GRAY).

605 **CURB + GUTTER RESPLACEMENT**

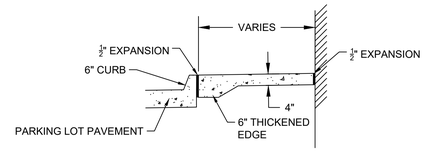



510 **SANITARY CLEAN OUT**

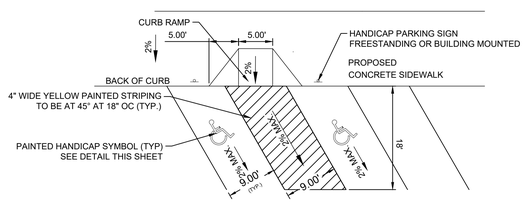



## HANDICAP SIGN DETAIL

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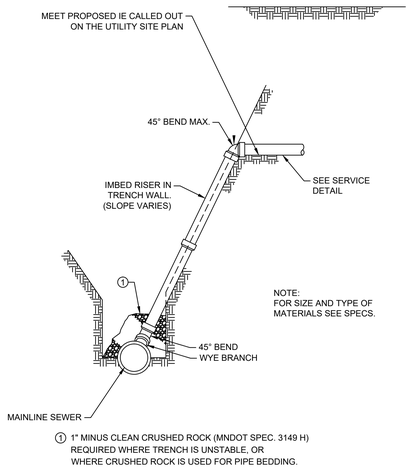

## PRIVATE PAVEMENT -SIDEWALK TYPICAL SECTION




NOTES:

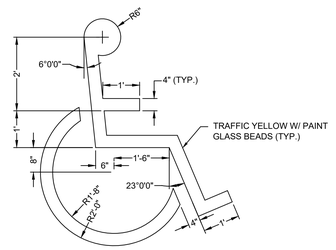
1. PARKING SPACES, ACCESS ISLES & SIGNS SHALL MEET ADA STANDARDS.
2. PARKING SPACES & ACCESS ISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 IN ALL DIRECTIONS.

102 **60' ACCESSIBLE PARKING**




① 1" MINUS CRUSHED ROCK (MNDOT SPEC. 3149 H) REQUIRED WHERE TRENCH IS UNSTABLE, OR WHERE CRUSHED ROCK IS USED FOR PIPE BEDDING.

## SANITARY SEWER SERVICE




NOTE: SYMBOL TO BE CENTERED IN PARKING SPACE AND ORIENTED AS ILLUSTRATED ON PLANS.

## HANDICAP PARKING PAVEMENT MARKING DETAIL

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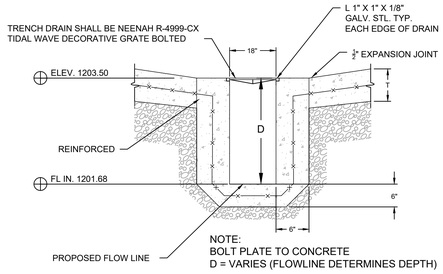
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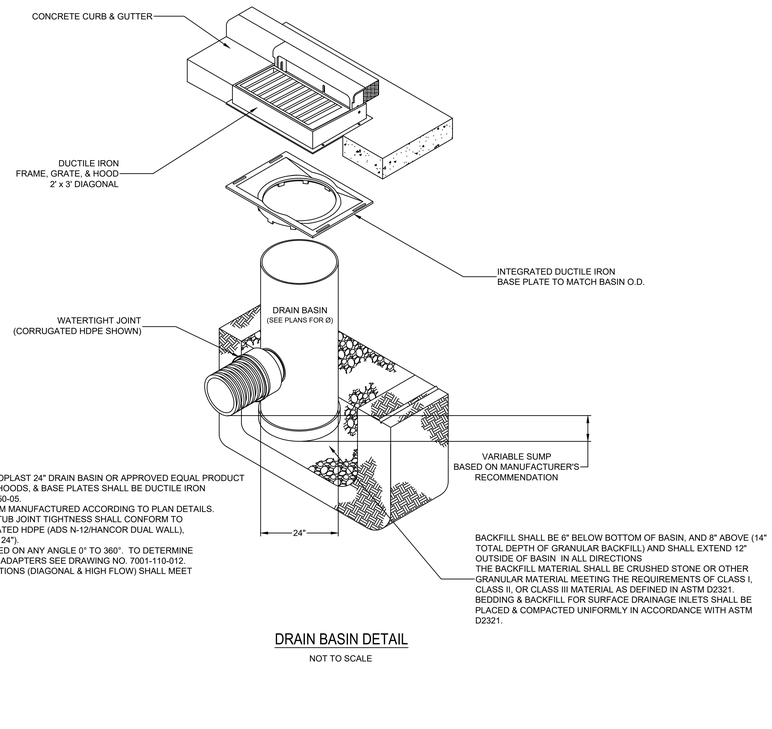
DETAILS

C.10




**TRENCH DRAIN DETAIL**

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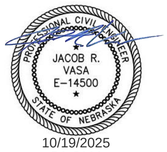

NOTES:
1 - CURB INLETS SHALL BE NYOPLAST 24" DRAIN BASIN OR APPROVED EQUAL PRODUCT
2 - 18" - 30" FRAMES, GRATES, HOODS, & BASE PLATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS.
4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 24").
5 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
6 - ALL CURB INLET GRATE OPTIONS (DIAGONAL & HIGH FLOW) SHALL MEET H-20 LOAD RATING

**DRAIN BASIN DETAIL**

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ADDENDUM #2 10/19/2025

DETAILS 2

C.11

GENERAL NOTES:

1. ALL SITE WORK SHALL BE IN ACCORDANCE WITH THE "CITY OF WAHOO INFRASTRUCTURE STANDARDS & SPECIFICATIONS, CURRENT ADDITION" AND ANY REVISION OR AMENDMENTS THERETO SHALL APPLY TO THIS PROJECT.
2. EXISTING UTILITIES ARE SHOWN AS A CONVIENIENCE FOR THE CONTRACTOR. THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED IN THESE PLANS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES 48 HOURS BEFORE WORK IS STARTED TO VERIFY UTILITY LOCATIONS.
3. THE CONTRACTOR SHALL PROVIDE THE ENGINEER/ARCHITECT WITH A CONSTRUCTION RECORD DRAWINGS INDICATING ALL CHANGES IN GEOMETRY, GRADES, ELEVATIONS OR MATERIALS ON THE PROJECT PRIOR TO FINAL ACCEPTANCE.
4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED TO COMPLETE THIS PROJECT AND IS RESPONSIBLE FOR THE PAYMENT OF ALL FEES ASSOCIATED WITH THESE PERMITS.
5. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO OBSERVE THE SUBGRADE PRIOR TO PLACING PAVEMENT TO DELINEATE ANY AREAS WHERE SUBGRADE OVEREXCAVATION MAY BE REQUIRED.
6. THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND ELEVATIONS OF ALL PROPOSED UTILITY CONNECTIONS WITH THE ARCHITECTURAL CONSTRUCTION DOCUMENTS.

SANITARY SEWER NOTES:

1. THE CONTRACTOR IS REFERRED TO THE FOLLOWING CITY OF OMAHA STANDARD PLATES:

   701-01-1 TO 701-01-3 SEWER BEDDING
2. TRENCH BACKFILL SHALL BE COMPACTED AS SHOWN IN THE COMPACTION REQUIREMENTS TABLE.
3. ALL PIPE SHALL BE BEDDED IN ACCORDANCE WITH THE DETAILS SHOWN ON CITY OF OMAHA STANDARD PLATES 701-01-1 TO 701-01-3.
4. ALL EXTERNAL FRAME SEALS MUST BE INSTALLED ON ALL SANITARY SEWER MANHOLES.
5. CONTRACTOR SHALL CONTACT THE CITY OF WAHOO 48 HOURS PRIOR TO ANY TAP TO EXISTING SANITARY MAIN.

WATER NOTES:

1. THE CONTRACTOR SHALL VERIFY BUILDING CONNECTION LOCATIONS IN THE ARCHITECTURAL PLANS.
2. THE CONTRACTOR SHALL PROVIDE VALVE BOX AND WATER METER.
3. ALL WATER LINES SHALL HAVE 5' MINIMUM COVER.
4. CONSTRUCT WATER SERVICE PER LOCAL SPECIFICATIONS.
5. ALL WATER LINES SHALL MEET THE REQUIREMENTS OF THE WAHOO MUNICIPAL CODE SECTION 49-522, WATER SERVICE.
6. CONTRACTOR WILL COORDINATE WITH OWNER PRIOR TO HIS BID TO DETERMINE WHO PAYS TAPPING, FEES, COST OF WATER METER, COST OF ASSOCIATED PERMITS, AND CAPITAL FACILITIES CHARGE.
7. ALL WATER PIPE 4" OR GREATER SHALL BE PVC C900 DR18.

GRADING NOTES:

1. PROPOSED CONTOURS ARE FINISHED GRADE/TOP OF PAVEMENT ELEVATIONS.
2. ALL SPOT ELEVATIONS IN PAVEMENT ARE TOP OF SLAB UNLESS NOTED OTHERWISE.
3. ALL OPERATORS/CONTRACTORS MUST COMPLY WITH ALL NOISE AND DUST CONTROL ORDINANCES OF APPLICABLE GOVERNMENT AGENCIES.
4. ALL OPERATORS/CONTRACTORS MUST LOCATE ALL EXISTING UTILITY PRIOR TO THE START OF WORK.
5. ALL OPERATORS/CONTRACTORS SHALL BE RESPONSIBLE TO COMPLY WITH OSHA REGULATIONS.
6. ALL OPERATORS/CONTRACTORS MUST CONFIRM WITH THE APPLICANT THAT ANY AND ALL APPLICABLE GOVERNMENTAL APPROVALS HAVE BEEN RECEIVED PRIOR TO THE START OF WORK.
7. THE APPLICANT AND INSPECTOR MUST COMPLY WITH ALL GOVERNMENT REGULATORS IN REGARDS TO THE CONSTRUCTION ACTIVITIES SO AS TO MINIMIZE THE POTENTIAL FOR EROSION.
8. ALL OPERATORS/CONTRACTORS MUST COMPLY WITH THE APPLICANT, INSPECTOR, AND ALL GOVERNMENT REGULATORS IN REGARDS TO THE CONSTRUCTION ACTIVITIES SO AS TO MINIMIZE THE POTENTIAL FOR EROSION AND POLLUTION.
9. EACH OPERATOR/CONTRACTOR MUST MONITOR SILT FENCING WITHIN THEIR RESPONSIBILITY AND INSTALL ADDITIONAL SILT FENCING AS NECESSARY.
10. EACH OPERATOR/CONTRACTOR SHALL PERIODICALLY REMOVE ACCUMULATED SEDIMENT OF EROSION CONTROL MEASURES THAT STORE SEDIMENT WITHIN THEIR AREAS OF RESPONSIBILITY, IF NECESSARY AND AS DIRECTED BY THE INSPECTOR.
11. EACH OPERATOR/CONTRACTOR MUST BUILD STABILIZED CONSTRUCTION ENTRANCES, WITHIN THEIR AREAS OF RESPONSIBILITY, EACH OPERATOR/CONTRACTOR MUST MONITOR ALL STABILIZED CONSTRUCTION ENTRANCES, WITHIN THEIR AREAS OF RESPONSIBILITY, AND MAINTAIN THE ENTRANCES AS NEEDED AND DIRECTED BY THE INSPECTOR. OPERATORS/CONTRACTORS SHALL NOT USE ANY OTHER ACCESS TO THE SITE OR ALLOW OTHERS TO USE ALTERNATE ACCESS POINTS.
12. EACH OPERATOR/CONTRACTOR MUST PERFORM PREVENTATIVE MAINTENANCE ON EACH BEST MANAGEMENT PRACTICE (BMP). WITHIN THEIR AREAS OF RESPONSIBILITY TO ENSURE PROPER FUNCTION. THE INSPECTOR MUST ENSURE PREVENTATIVE MAINTENANCE IS BEING PERFORMED.
13. ALL BMP'S MUST BE KEPT IN WORKING ORDER. EACH OPERATOR/CONTRACTOR MUST REPAIR ALL DAMAGES CAUSED BY POLLUTANT DISCHARGE AND CONSTRUCTION ACTIVITIES WITHIN THEIR AREAS OF RESPONSIBILITY AT OR BEFORE THE END OF EACH WORKING DAY.
14. BMP'S MAY NOT BE REMOVED WITHOUT APPROVAL.
15. EACH OPERATOR/CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL BMP'S, WITHIN THEIR AREAS OF RESPONSIBILITY.
16. IN THE EVENT OF A RELEASE OF OIL OR HAZARDOUS SUBSTANCE, ALL OPERATORS/CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY OF NOTIFICATION, CONTAINMENT, INVESTIGATION, REMEDIAL ACTION AND DISPOSAL.
17. IN CONSTRUCTION OF CONTROLLED FILLS, ALL SOILS SHALL BE COMPACTED AS SPECIFIED IN THE COMPACTION REQUIREMENTS TABLE.
18. NO TREES SHALL BE REMOVED WITHOUT APPROVAL OF THE ENGINEER.
19. DO NOT DISTURB EXISTING VEGETATION OUTSIDE LIMITS OF GRADING.
20. TOPSOIL SHALL BE STRIPPED TO A MINIMUM DEPTH OF 6 INCHES AND STOCKPILED WITHIN THE LIMITS OF GRADING. DO NOT STRIP MORE AREA THAN IS REQUIRED FOR WORKING SPACE. UPON COMPLETION OF WORK THE CONTRACTOR SHALL REDISTRIBUTE TOPSOIL AS SOON AS POSSIBLE.

PCC PAVING NOTES:

1. THE CONTRACTOR IS REFERRED TO THE FOLLOWING CITY OF OMAHA STANDARD PLATES:

   | | |
   |---|---|
   | 101-03 | INLET PROTECTION |
   | 101-06 | CONCRETE WASHOUT |
   | 501-01 | CONCRETE PAVEMENT JOINTS |
   | 501-13 | CONCRETE DRIVEWAY |
   | 502-01 | CONCRETE CURBS |
   | 503-01 | SIDEWALK CONSTRUCTION |
   | 504-01 | CONCRETE CURB RAMP |
   | 608-01 | PCC STAIRS |
2. ALL PAVING ELEVATIONS ARE AT TOP OF SLAB UNLESS NOTED OTHERWISE.
3. PAVEMENT SHALL FOLLOW THE GRADES SHOWN AND TYPICAL SECTION SHOWN ON THE DETAILS SHEET.
4. PAVEMENT SUBGRADE TO A DEPTH OF 12 INCHES AND TO A WIDTH OF THREE (3) FEET OUTSIDE PAVEMENT EDGES SHALL BE COMPACTED AS SPECIFIED IN THE COMPACTION REQUIREMENTS TABLE.
5. BACKFILL BEHIND CURBS SHALL BE COMPACTED AS SPECIFIED IN THE COMPACTION REQUIREMENTS TABLE.
6. CONCRETE FOR PAVING SHALL BE PROPORTIONED USING PORTLAND CEMENT MEETING THE REQUIREMENTS OF ASTM C-150 TYPE I UNLESS OTHERWISE NOTED ON THESE PLANS. CONCRETE FOR PAVEMENT SHALL BE L 65 AIR-ENTRAINED. CONCRETE OF PAVEMENT TO BE PLACED USING HAND FINISHING METHODS SHALL BE L 65 AIR-ENTRAINED.
7. CONCRETE PAVEMENT SHALL BE CURED IN ACCORDANCE WITH THE CITY OF OMAHA SPECIFICATIONS.
8. WATER-REDUCING ADMIXTURE SHALL BE ADDED TO ALL HAND PLACED AND FINISHED CONCRETE.
9. A DIAMOND EDGE SAW BLADE SHALL BE USED FOR CUTTING ALL REQUIRED CONTRACTION AND LONGITUDINAL PAVEMENT JOINTS.
10. PAVING WIDTHS SHALL BE AS SHOWN ON THE PLANS. ALL DIMENSIONS SHOWN ARE BACK OF CURB TO BACK OF CURB.

STORM SEWER NOTES

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH AND FOLLOW THE CITY OF OMAHA STANDARD PLATES USED IN THIS PROJECT:

   701-01-1 TO 701-01-3 SEWER BEDDING
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FOLLOW ALL CITY OF OMAHA STANDARD PLATES WHICH ARE APPLICABLE TO THIS PROJECT UNLESS OTHERWISE MODIFIED BY THE CONTRACT DOCUMENTS.
3. MATERIALS, WORKMANSHIP, AND INSTALLATION SHALL MEET OR EXCEED THE MANUFACTURER'S SPECIFICATIONS AND INSTALLATION REQUIREMENTS.
4. ALL STATIONING AND DIMENSIONS ARE TO CENTER OF STRUCTURE FOR MANHOLES AND AREA/GRATE INLETS AND CENTER OF BOX FOR CURB INLETS, UNLESS OTHERWISE NOTED.
5. ALL STORM SEWER PIPE MATERIAL SHALL CONFORM TO LOCAL CODES.
6. THE PAVING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INLET THROAT AND CURB AND GUTTER UP TO THE INLET TOP.
7. ALL STORM SEWER CONNECTIONS SHALL BE SOIL-TIGHT (MINIMUM).
8. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
9. ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT, OR AS REQUIRED IN THE SPECIFICATIONS. A CERTIFIED TESTING AGENCY SHALL PROVIDE COMPACTION TESTING FOR ALL STORM SEWER TRENCHING.
10. ALL STORM SEWER PIPE SHALL BE HDPE, AND INLETS SHALL BE MANUFACTURED BY ADS OR APPROVED EQUAL.
11. ALL STORM SEWER STRUCTURES IN PAVED AREAS SHALL BE TRAFFIC RATED FOR H-20 LOADING.
12. CAUTION SHALL BE USED WHEN PLACING BACKFILL AROUND AND ABOVE THE PIPE TO PREVENT DISTURBANCE OF THE JOINTS OR PIPE ALIGNMENT. BACKFILL SHALL BE COMPACTED IN MAXIMUM 6" LIFTS WITH NO ROCKS OR STONES LARGER THAN 6" ALLOWED WITHIN 3' OF THE TOP OF THE PIPE. PRIOR TO THE USE OF WHEEL-MOUNTED MECHANICAL TAMPERS OF ANY KIND, A MINIMUM OF 4' OF COMPACTED FILL ABOVE THE PIPE SHALL BE IN PLACE.
13. ALL STORM LINES, MANHOLE HOLES, AND INLETS SHALL BE CLEARED OF DEBRIS (LEAVES, STONE, DIRT, CONSTRUCTION MATERIAL, ETC.) PRIOR TO FINAL ACCEPTANCE OF THE STORM SEWER SYSTEM.

COMPACTION REQUIREMENTS TABLE

| MAX. DEPTH LIFT FOR FILL (MEASURED LOOSE) | 8" | | |
|---|---|---|---|
| AREA | TEST | COMPACTION | MOISTURE |
| UTILITY TRENCH BACKFILL (DEPTH LESS THAT 5') | STANDARD PROCTOR | 92% | -3/+6 |
| UTILITY TRENCH BACKFILL (DEPTH GREATER THAN 5') | STANDARD PROCTOR | 93% | -3/+4 |
| UTILITY TRENCH 5' OUTSIDE PAVED AREAS | STANDARD PROCTOR | 90% | |
| PCC PAVEMENT SUBGRADE (UPPER 12") | STANDARD PROCTOR | 90% | -3/+4 |
| PAVEMENT SUBGRADE (DEPTH GREATER THAN 12") | STANDARD PROCTOR | 95% | -3/+4 |
| MANHOLE & STRUCTURAL BACKFILL (FULL DEPTH) | STANDARD PROCTOR | 95% | -3/+4 |
| SIDEWALK SUBGRADE (UPPER 6") | STANDARD PROCTOR | 95% | -3/+4 |
| ALL OTHER FILL | STANDARD PROCTOR | 95% | -3/+4 |

NOTES:

1. STANDARD PROCTOR SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D 698.
2. MODIFIED PROCTOR SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D 1557

SEH

I CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM DULY LICENSED UNDER THE LAWS OF THE STATE OF NEBRASKA.

PROFESSIONAL CIVIL ENGINEER
JACOB R. VASA
E-14500
STATE OF NEBRASKA

10/19/2025
CA-2111

MARKET SUITES APARTMENTS
WAHOO, NE

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ADDENDUM #2 10/19/2025

CONSTRUCTION NOTES

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