

RESOLUTION NO. 93-16.1

RESOLUTION AUTHORIZING MUNICIPALITY  
TO ENTER INTO A WHOLESALE POWER CONTRACT

A Resolution authorizing the City of Lexington, Nebraska, and the proper officials thereof to enter into a contract with Nebraska Public Power District by which the said District is to furnish all of the City's needs, uses and requirements of electric energy for wholesale power.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEXINGTON, NEBRASKA:

Section 1.: That the proper officials of the said City be and they hereby are authorized, empowered and directed to enter into a contract with Nebraska Public Power District for the furnishing of all of the City's needs, uses, and requirements of electric energy for wholesale power.

Section 2.: The foregoing contract must be accepted by the District within sixty (60) days after the passage of this Resolution, and the acceptance by the District may be evidenced by the execution of the contract itself as set forth in the foregoing Resolution.

Section 3.: All ordinances, resolutions, contracts and agreements heretofore passed and approved by the City Council relating to the purchase of electric energy for wholesale power are hereby repealed and rescinded.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 1993.

CITY OF LEXINGTON, NEBRASKA

BY: John M. Wightman  
John M. Wightman, Mayor

ATTEST:

Gene E. Welpsh  
City Clerk

MINUTES OF THE MEETING  
MAYOR AND CITY COUNCIL

OF THE CITY OF LEXINGTON, NEBRASKA

LEXINGTON, NEBRASKA

, 19

The Mayor and City Council of the City of Lexington, Dawson County, Nebraska, met at a session at the usual meeting place in the , on the day of , 19 , at the hour of o'clock, M. Mayor presiding.

The Mayor instructed the Clerk to call the roll. The Clerk called the roll and the following members were present:

- 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
  - 4. \_\_\_\_\_
  - 5. \_\_\_\_\_
- Absent:
- 1. \_\_\_\_\_
  - 2. \_\_\_\_\_

ORDER OF BUSINESS

Whereupon the Mayor announced that the introduction of ordinances and resolutions was now in order.

INTRODUCTION OF RESOLUTION AUTHORIZING MUNICIPALITY  
TO ENTER INTO A WHOLESALE POWER CONTRACT

This resolution was introduced by \_\_\_\_\_ who moved its adoption. \_\_\_\_\_ seconded the adoption of the resolution.

"RESOLUTION"

A RESOLUTION authorizing the City of Lexington Nebraska, and the proper officials thereof to enter into a contract with Nebraska Public Power District by which the said District is to furnish all of the City's needs, uses and requirements of electric energy for wholesale power

BE IT RESOLVED, by the Mayor and City Council of the City of Lexington, Nebraska:

Section I. That the proper officials of the said City be and they hereby are authorized, empowered and directed to enter into a contract with Nebraska Public Power District for the furnishing of all of the City's needs, uses, and requirements of electric energy for wholesale power

Section II. The foregoing contract must be accepted by the District within sixty (60) days after the passage of this resolution, and the acceptance by the District may be evidenced by the execution of the contract itself as set forth in the foregoing resolution.

Section III. All ordinances, resolutions, contracts and agreements heretofore passed and approved by the City Council relating to the purchase of electric energy for wholesale power are hereby repealed and rescinded.

The Mayor having called for remarks, there was general discussion of the foregoing resolution and after discussion a vote was called for upon the question of the adoption of the resolution.

The question was put upon the adoption of the resolution and the roll called. The following Councilpersons voted Aye for the adoption of the resolution and the execution of the contract:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

The following voted Nay on the proposition:

1. \_\_\_\_\_
2. \_\_\_\_\_

Whereupon the Mayor declared the said resolution to have been duly and legally adopted by the City Council and signed his approval thereto.

Herewith followed the transaction of other business not relating to the subject of the foregoing resolution.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

CLERK'S CERTIFICATE

STATE OF NEBRASKA )  
 )  
COUNTY OF DAWSON )  
 )  
CITY OF LEXINGTON )

ss.

I, \_\_\_\_\_, \_\_\_\_\_ City Clerk of the \_\_\_\_\_ City of  
Lexington, Dawson County, Nebraska do hereby certify:

1. That the foregoing resolution was passed by the \_\_\_\_\_ City Council  
of the said \_\_\_\_\_ City pursuant to the rules and regulations of the said municipal body and  
according to general law for the passage of such resolutions and was duly approved by the \_\_\_\_\_ City  
Council \_\_\_\_\_ of the said Municipality of the date of the passage of the same  
hereinbefore set forth.

2. That the foregoing transcript is a true and correct copy of the minutes of the meeting of the said \_\_\_\_\_ City  
Council \_\_\_\_\_, which it purports to be according to the records of my office, and insofar as they relate  
to the passage of the said resolution providing \_\_\_\_\_ for a wholesale power contract

3. That I have in my official custody the "Minute Record" and the files of said \_\_\_\_\_ City  
which contain all of the proceedings of the said \_\_\_\_\_ Mayor and City Council \_\_\_\_\_ and that I have  
carefully compared the foregoing transcript and resolution and that each of them is a correct copy of the matter  
which they purport to represent as shown by the records of my office.

4. That the foregoing records of my office contain no prior or later proceedings relating to the passage of the  
said resolution providing for the \_\_\_\_\_ wholesale power contract \_\_\_\_\_, and that  
all of such proceedings are part of the foregoing transcript.

5. That the \_\_\_\_\_ Mayor and City Council \_\_\_\_\_ of the Municipality executed the foregoing contract  
which is one of duplicate originals, and their signatures are true and genuine.

6. That Nebraska Public Power District caused the said contract to be regularly executed by its officials and one  
of the original copies thereof deposited with me within sixty (60) days after the date of the passage of the said  
resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said \_\_\_\_\_ City  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
City Clerk

(SEAL)

WHOLESALE POWER CONTRACT  
between  
NEBRASKA PUBLIC POWER DISTRICT  
and  
CITY OF LEXINGTON, NEBRASKA

THIS CONTRACT is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter called "NPPD," and the City of Lexington, Nebraska, a municipal corporation of the State of Nebraska, hereinafter called "Customer."

RECITALS:

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

The Customer owns and operates an electric distribution system and is engaged in the purchase, distribution, and sale of electric power and energy.

The Customer desires to interconnect its system and purchase from NPPD, and NPPD is willing to interconnect and sell to the Customer, all of the Customer's electric power and energy requirements on a wholesale basis.

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

ARTICLE I

TERM OF CONTRACT AND SERVICE TO BE PROVIDED

This Contract shall become effective on the date first above written and shall continue in force through \_\_\_\_\_, and thereafter from year to year unless terminated on an anniversary thereof by at least five (5) years' prior written notice given by either party to the

other, which notice can be given at any time on and after \_\_\_\_\_. Subject to the terms and conditions hereinafter set forth or made a part of this Contract, NPPD agrees to furnish, sell, and deliver to the Customer, and the Customer agrees to purchase, pay for, and receive from NPPD, all of the electric power and energy required in the operation of said distribution system as expanded from time to time and the Customer's street lighting and water pumping systems, except as hereinafter provided. In the event that the Customer has a direct allocation of Bureau power, and utilizes such power and associated energy to supply a portion of its load requirements, NPPD agrees to furnish, sell, and deliver to the Customer, and the Customer agrees to purchase, pay for, and receive from NPPD, all of the electric power and energy in excess of such Bureau power and energy required in the operation of Customer's distribution system as expanded from time to time and the Customer's street lighting and water pumping systems.

## ARTICLE II

### OPTION FOR CUSTOMER

If the Customer determines at any time that it wishes to obtain the power and energy requirements for its load growth from sources other than NPPD, it shall give a written notice thereof to NPPD three (3) years prior to the time it proposes to make such change. Beginning on the date of the change set forth in the notice and thereafter the amount of power (kilowatts) which NPPD shall be obligated to deliver and which the Customer shall be obligated to take and pay for, each month, shall be equal to an average of the maximum amounts of power furnished and purchased during the same month in each of the three years prior to the date set out in the notice. The hourly rate at which power and energy shall be supplied by NPPD and taken by the Customer shall follow the hourly load pattern of the Customer. In no event shall the Customer be required to take or pay for more than all the electric power and energy required in the operation of its distribution, street lighting, and pumping systems as set out in Article I.

The parties agree that when, as and if the Customer receives power and energy from other sources, a supplemental agreement shall be entered into setting forth specifically the amounts of power and energy to be furnished by NPPD and to be purchased each month by the Customer.

### ARTICLE III

#### GENERAL TERMS AND CONDITIONS

The general terms and conditions attached hereto as Exhibit A are hereby fully incorporated herein for the sale and purchase of electric power and energy pursuant to the provisions of this Contract.

### ARTICLE IV

#### CHARACTER OF SERVICE AND POINT OF DELIVERY

The character of electric service to be furnished hereunder shall be three phase alternating current at a frequency of approximately 60 hertz and at a nominal voltage of 34,500 volts.

The "Point of Delivery" for said electric service shall be as shown on Exhibit B.

### ARTICLE V

#### FACILITIES TO BE PROVIDED

NPPD will furnish, install, and maintain, at its own expense all equipment and facilities necessary for connecting its electric lines and facilities to the Customer's facilities at the Point of Delivery, including stepdown transformers where service is supplied at the Customer's distribution voltage.

The Customer agrees that any material changes in, or additions to, its total connected load, other than changes or additions resulting from normal load growth, shall be reported to NPPD in writing a sufficient length of time in advance of any necessary changes which may be required in NPPD's facilities and NPPD agrees to make those changes in its facilities which may be necessary to adequately serve the Customer's load requirements.

## ARTICLE VI

### RATES AND CHARGES

Beginning with the effective date of this Contract, the Customer shall pay NPPD for firm power and energy purchased and delivered hereunder in accordance with provisions of the R-2 Rate Schedule currently in effect and attached hereto as Exhibit C; provided that provisions of said Rate Schedule may be modified or adjusted by the procedure provided in the General Terms and Conditions applicable to electric service hereunder, and which are attached hereto as Exhibit A and incorporated herein by reference, except that any such modifications or adjustments to the percentage discount in Section 9, paragraph (1), TERM DISCOUNT, which is applicable to this Contract, shall require the agreement of both parties.

## ARTICLE VII

### RIGHT OF WAY

The Customer hereby grants the right, privilege, and easement of a right of way to construct, operate, and maintain, together with rights of ingress and egress, electric lines and facilities for delivery of electric power and energy hereunder over and across land owned by the Customer or land over which it may grant such permission.

## ARTICLE VIII

### INTERRUPTION OF SERVICE

In the event a shortage of capacity should develop, for any reason, in the power supply of NPPD, and beyond NPPD's reasonable control, the Customer agrees to institute the same system of scheduling, limiting, or curtailing service to its customers as adopted by, and applied to, retail customers served by NPPD.

If, for any of the causes set forth in this agreement, the supply of electric power and energy is completely interrupted for a period of six or more consecutive hours during any



billing period, the Customer shall be entitled to a pro rata reduction in the Billing Demand specified in the rate schedule applicable to the service supplied hereunder.

#### ARTICLE IX

##### OWNERSHIP OF EQUIPMENT

All equipment and facilities furnished and installed by NPPD on either side of the Point of Delivery, shall be and remain the property of NPPD and at the expiration or termination of this Contract, NPPD may remove its property from the Customer's premises.

#### ARTICLE X

##### WAIVERS

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

#### ARTICLE XI

##### ASSIGNMENT

This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties.

#### ARTICLE XII

##### REPLACEMENT OF PRIOR CONTRACT

This Contract shall supersede the Requirements Power Contract which NPPD and the City entered into on February 26, 1960, together with any exhibits attached thereto and any amendments or supplements thereto. Said Requirements Power Contract shall, upon the effective date of this Contract, be null and void and without further force and effect.

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

(SEAL)

ATTEST:

\_\_\_\_\_

CITY OF LEXINGTON, NEBRASKA

By: John Skaghton

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

(SEAL)

ATTEST:

\_\_\_\_\_

NEBRASKA PUBLIC POWER DISTRICT

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

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