
The Board may vote to go into Closed Session on any agenda item as allowed by State Law.

ROUTINE BUSINESS

1. Announcement of Open Meetings Act
2. Roll Call
3. Public Works Report

CONSENT AGENDA

1. Minutes Approval for November 20th, 2025
2. Agenda Approval
3. Consent Agenda

Any item listed on the Consent Agenda may, by the request of any single BOPW Member, be considered as a separate item under the Regular Agenda Section of the Agenda.

OLD BUSINESS

REGULAR BUSINESS

1. Discussion – Consideration to adopt an inclement weather policy for Falls City Utility customers.
2. Discussion and Action – Recommendation to City Council to execute the Amended and Restated Agreement regarding SPP Market Assistance with MEAN.
3. Discussion and Action – Request approval to purchase new flatbed body for the 2021 F350 pickup used by the Utility Crew with remaining budgeted funds from the purchase of the new Electric Dept service pickup.

ADJOURNMENT

Trevor Campbell, Public Works Director

REGULAR MEETING OF THE FALLS CITY BOARD OF PUBLIC WORKS

November 20th, 2025

2307 Barada Street

Falls City, Nebraska

A regular meeting of the Board of Public Works of the City of Falls City, Nebraska, was held at the City Hall, 2307 Barada Street in said City on the 20th day of November 2025 at 5:30 o'clock P.M. Present were: Board Members: Froeschl, Joy, Koopman, Rieger, Johansen. Absent: None. Anthony Nussbaum, City Administrator and Lucas Froeschl, EDGE Director were also present. Trevor Campbell recorded the minutes of the meeting. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the Board Chairperson and all members of the Board and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Chairperson and Board of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The Chairperson publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

PUBLIC WORKS DIRECTOR REPORT

Trevor Campbell gave the Public Works Report. No action was required.

CONSENT AGENDA

A motion was made by Froeschl and seconded by Joy to approve the consent agenda as follows: *WHEREAS*, certain business of the Board of Public Works of the City of Falls City (City) transpires on a regular and routine basis or is not of controversial nature; and *WHEREAS*, roll call votes on each individual issue greatly extend the meeting time. *NOW, THEREFORE, BE IT HEREBY RESOLVED* BY the Board of Public Works that in the interest of economizing time, yet complying with the Public Meeting Laws of the State of Nebraska, which require roll call voting, the following issues are hereby consolidated in this Consent Resolution: 1. *BE IT FURTHER RESOLVED BY* the Board of Public Works that the minutes from the November 6th, 2025, meeting is hereby approved. 2. *BE IT FURTHER RESOLVED BY* the Board of Public Works that the agenda for November 20th, 2025, is hereby approved. 3. *BE IT FURTHER RESOLVED BY* the Board of Public Works that the Consent Agenda for November 20th, 2025, is hereby approved. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Koopman, Rieger, Johansen. "NAY" None. "ABSENT": None. Motion carried.

REVIEW OF THE ONE AND SIX YEAR STREET PLAN

The one and six year street plan was reviewed. No action was taken.

PROJECT STATUS UPDATE FOR THE NEBRASKA RURAL GENERATION DEVELOPMENT PROJECT

A motion was made by Joy and seconded by Froeschl to move into closed session at 6:10 pm to discuss the proprietary and confidential information provided by the NRG developer as necessary for the protection of the public interest. Roll was called on this motion and the members voted as follows: "YEA" Koopman, Joy, Froeschl, Johansen, Rieger. "NAY" None. "ABSENT" None. Motion carried. The Chairperson restated the intent of entering into closed session; to discuss the proprietary and confidential information provided by the NRG developer as necessary for the protection of the public interest. Attendees for the closed session included the Board of Public Works Members, City Administration, and Falls City EDGE leadership. A motion was made by Koopman and seconded by Froeschl to end the closed session at 6:36 pm and return to public session. Roll was called on this motion and the members voted as follows: "YEA" Koopman, Joy, Froeschl, Johansen, Rieger. "NAY" None. "ABSENT" None. Motion carried. The Chairperson stated we have returned to open session.

A motion was made by Johansen and seconded by Froeschl to support Falls City and NRG seeking a development agreement. Roll was called on this motion and the members voted as follows: "YEA" Koopman, Joy, Froeschl, Johansen, Rieger. "NAY" None. "ABSENT": None. Motion carried.

RECOMMENDATION TO CITY COUNCIL FOR THE PURCHASE OF A NEW LINE CREW SERVICE TRUCK

Bids were received from Hullman's Ford and Armbruster's Motor Company. A motion was made by Koopman and seconded by Johansen to approve the recommendation to City Council to purchase a new line crew truck, a 2026 Chevrolet Silverado 3500 HD with Stahl service bed, in the amount of \$58,300.00 from Armbruster Motor Co. Roll was called on this motion and the members voted as follows: "YEA" Koopman, Joy, Froeschl, Johansen, Rieger. "NAY" None. "ABSENT": None. Motion carried.

MEETING ADJOURNED AT 7:00 PM

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chairperson and Board on November 20th, 2025, that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

CITY CLERK

SECRETARY

CHAIRPERSON



NMPP **MEAN** **NPGA** **RCE**

October 27, 2025

Anthony Nussbaum
City Administrator
City of Falls City
2307 Barada St.
Falls City, NE 68355

Subject: Amended and Restated Agreement Regarding SPP Market Assistance

Dear Mr. Nussbaum,

This letter regards that certain Amended and Restated Agreement Regarding SPP Market Assistance dated March 10, 2015 ("Agreement") between the City of Falls City, Nebraska (the "City") and the Municipal Energy Agency of Nebraska ("MEAN").

Since at least 2020, MEAN and the City have been operating according to an energy strategy that was jointly developed with the City but not specifically enumerated in the Agreement. In order to memorialize the energy strategy that the City and MEAN have implemented:

- The Energy Strategy document labeled as Exhibit E attached hereto shall be made part of the Agreement as Exhibit E thereto.
- Number 1 on Exhibit C to the Agreement is hereby deleted in its entirety and replaced with the following: "1. Behind the Meter Generation ("BTMG"): Implement approved strategy as set forth on Exhibit E to the Agreement with respect to use of the City's local BTMG."
- Number 7 on Exhibit C to the Agreement is hereby deleted in its entirety and replaced with the following: "7. Forecasting and bidding load in the SPP market utilizing the approved strategy as set forth on Exhibit E to the Agreement."

Further, in anticipation of the City's unprecedented load growth, and due to increased resource adequacy requirements, long interconnection queues, and supply chain issues, MEAN believes that the City would be better served in the future by a new market participant that can provide or facilitate capacity and energy to fulfill the City's growing needs and assist with new infrastructure until such time the City can acquire or build generation through SPP's Interconnection and Transmission queues. Accordingly, and to provide the City with sufficient

time to make arrangements with a new provider, MEAN is providing this advance notice to terminate the Agreement, which termination shall become effective on May 1, 2027. To facilitate a timely transition to a new market participant in accordance with Southwest Power Pool (SPP) timelines, the transition provisions document labeled as Exhibit F attached hereto shall be made part of the Agreement as Exhibit F thereto.

If the City agrees to the terms and conditions set forth in this letter, please return to MEAN a copy signed by an authorized official of the City. Except as set forth herein, this Letter Agreement does not suspend, alter, amend, or modify any other provisions in the Agreement.

SIGNATURE BY AUTHORIZED OFFICIAL
OF THE CITY OF FALLS CITY, NEBRASKA:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE BY AUTHORIZED OFFICIAL
OF THE MUNICIPAL ENERGY AGENCY OF
NEBRASKA:

By: Robert L. Poehling
Robert L. Poehling (Oct 27, 2025 12:27:09 CDT)
Name: Robert L. Poehling
Title: Executive Director/CEO
Date: 10/27/2025

On or before December 31, 2025, please sign and return this Letter Agreement via e-mail to legal@nmppenergy.org or contact Brad Hans, Director of Wholesale Electric Operations at MEAN, at (402) 473-8233, with any questions.

Attachments

EXHIBIT E
CITY OF FALLS CITY'S ENERGY STRATEGY

- The Energy Authority, Inc. (TEA) RTO (SPP) Desk will submit Falls City SPP Day-Ahead (DA) demand bid submissions based on the following:
 - Each month TEA will receive the Congestion hedging volumes that were awarded ARRs/TCRs for the month, both on and off peak for the City, from TEA's Analytics Team and these volumes will be submitted as **fixed** and the remaining MWs needed daily will be submitted as price sensitive demand bids with a cost equal to the Unit Price.
- If the price sensitive demand bids do not clear, TEA notifies MEAN that the City will be exposed to Real Time (RT) Pricing. MEAN in addition to this receives a Day Ahead Awards Report by email. MEAN will then notify the City.
- In the RT market the City will be solely responsible for monitoring RT Locational Marginal Price (LMP) in SPP and for determining whether to run its local generation facility or take RT energy. The RT LMP will apply to any difference between the load forecasted in the Day Ahead (DA) market and the actual RT load. If the demand bid is zeroed out the RT LMP will apply to the difference between actual RT load and any energy produced by the City's local generation.
- Note, in both the DA market and RT market, there may be third party charges in addition to the energy charge. Any such other charges would be passed through to the City.
- The City sets the Unit Price as follows: The Unit Price shall initially be \$300 per MWh and the City may change the Unit Price from time to time but no more frequently than once per calendar month, in accordance with the following procedure: Any request for a change in Unit Price shall be communicated by City to MEAN in writing to generation@nmppenergy.org. MEAN will notify the TEA Day Ahead Desk of the price change and TEA will implement such change in Unit Price within seven (7) days after receipt of the request.
- City agrees to timely notify MEAN of all planned or forced unit outages.
- City agrees to and/or represents that the following are true and correct:
 - The City is responsible for the generation of its own electricity (regardless of any potential limitations on generating e.g. fuel supply, air permit limits, etc.), if the City elects to do so.
 - Any obligations the City may have to the Transmission Owner, SPP or other third parties do not prevent or limit the use of this Energy Strategy, including without limitation the provisions set forth above. City acknowledges associated potential financial impacts during reliability events.
- The City's point of contact for this Energy Strategy is:

- City receives a credit via Bilateral Settlement Schedule for City's energy purchases under contract with third parties.

The following information and elements may be required prior to any modification or change to the City's Energy Strategy. Information and elements are dependent on the degree or extent of any modification or change. Information and/or elements required by MEAN to modify the City's Energy Strategy may include, but are not limited to the following:

- Applicable Unit Price will be established and updated by the City and provided to MEAN/TEA
- Unit availability relayed to MEAN/TEA
- Dispatch Hierarchy & priority
 - Reliability – identify City's obligations to Transmission Owner, SPP, or other third parties
 - Economics
- Market offer strategy for units
- Unit testing/operations and Day Ahead (DA) demand bid adjustments
- Current Permit type and operating limits
- Fuel capabilities:
 - Day Tank capacity (gallons)
 - Standalone Fuel tank capacity (gallons)
 - Unit Run time based on fuel capacity (hours)
 - Refuel/replenishment turnaround
 - Ability to refuel while operating
- Physical Characteristics
 - Start-up time
 - Minimum Run Time
 - Maximum Run Time
 - Emergency maximum Run Time
- Manpower availability and coverage
- Real-time monitoring and decision making
- Acknowledgment of reliability responsibilities and potential financial impacts during reliability events
- Generating unit registration considerations/market exposure
- Such other information as MEAN may require

Terms used but not defined in this Exhibit shall have the meaning ascribed thereto in the Agreement.

This Exhibit may be modified from time to time in accordance with the Agreement.

All other terms and conditions for this arrangement will be governed by the Agreement between MEAN and City.

EXHIBIT F TRANSITION TO AN ALTERNATIVE MARKET AGENT

Transition of Registration upon Expiration or Termination. City agrees to make the necessary arrangements pursuant to the Southwest Power Pool, Inc. or its successor (collectively referred to in this Exhibit and the Agreement as "SPP") Tariff to become an SPP Market Participant, Transmission Customer, and Meter Agent for the loads and resource(s) which are the subject of the Agreement and manage settlements, transmission services, participate in the transmission congestion rights process, and perform capacity and resource adequacy reporting and requirements, or to transfer responsibility for market participation, transmission service, meter agent submittals and settlements for such loads and resource(s) and for management of settlements, participation in the transmission congestion rights process, and performance of capacity and resource adequacy reporting and requirements to a third-party Market Participant to facilitate a timely transition upon expiration or termination of the Agreement. Accordingly, unless and until MEAN and its third-party Market Participant are relieved of all responsibility for market participation, transmission service, meter agent submittals, and settlements, and performance of capacity and resource adequacy reporting and requirements, on City's behalf to and by SPP, MEAN, in its sole discretion, may elect to cease providing services, or it may elect to continue providing some or all of the services to City at the Transition Rate defined below.

If MEAN elects to continue providing any services, the terms and conditions of the Agreement shall continue to apply but may be modified by MEAN at any time upon fifteen (15) days' advance written notice to City. If MEAN elects to discontinue providing services, the terms and conditions of the Agreement requiring MEAN to perform such services shall no longer be applicable, but all other terms and conditions of the Agreement shall remain in effect through the transition period. Regardless of whether MEAN elects to cease or continue providing services during the transition period, third-party credits and charges will continue to be passed through and paid to or received by City; the administrative fee for this function shall be charged at MEAN's then-current hourly rate (currently \$180.00 per hour, subject to change from time to time upon written notice from MEAN to City) plus any costs incurred from MEAN's third-party contractor related to market participation. City acknowledges and agrees that in the event of a termination of services as permitted by this Section, MEAN shall not be responsible for any penalties or charges incurred by the City arising out of or in connection with the termination of services, including, without limitation, Market charges (Day Ahead and Real-Time), fees and charges for transmission, ancillary services, Auction Revenue Rights (ARR), Transmission Congestion Rights (TCR), applicable SPP fees and charges, taxes, and any applicable surcharges, and MEAN shall pass through to City any and all such penalties or charges incurred by MEAN or its third-party contractor related to market participation, congestion rights, or performance of the duties of a Meter Agent.

Transition Rate. The rate for any Section 2.B. services MEAN elects to provide during the transition time period described in this Exhibit F shall be two hundred percent (200%) of the then-current hourly rate applicable under Section 2.B. per month; the rate for any Section 2.C. services MEAN elects to provide during the transition time period described in this Exhibit F shall be two hundred percent (200%) of the fee applicable under Section 2.C., per month (collectively referred to as the Transition Rate). During the transition period, the Transition Rate shall apply in lieu of the rate set forth in Section 2.B. and Section 2.C.