

STREETLIGHT EXTENSION AGREEMENT

This Streetlight Extension Agreement (“Agreement”) is entered into by and between the City of Lincoln, Neb. d/b/a Lincoln Electric System (“LES”) and the City of Waverly, Neb. (“Waverly”) on this ____ day of April, 2025. LES and Waverly may also be referred to herein as the “Party” or “Parties”.

RECITALS

- I. The Parties have previously entered into a Franchise Agreement dated November 1, 2006 (“Franchise”) which provides LES the exclusive right to build, operate, repair, and maintain an electric distribution system for the purpose of furnishing electric energy to Waverly and its inhabitants, businesses and industries within Waverly’s corporate boundaries.
- II. LES owns, operates and maintains a streetlighting system (“Streetlight System”) in Waverly pursuant to the Franchise consisting of equipment including but not limited to conductors, poles, arms and luminaires.
- III. Waverly has requested certain extensions and modifications to the Streetlight System and LES has agreed to make those extensions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Requested Streetlight Extension. Waverly has requested LES own, construct and maintain extensions to the Streetlight System as described in Exhibit “A” (hereinafter “2025 Upgrades”) to this Agreement which is attached to this Agreement and incorporated herein by reference and LES shall own, construct and maintain the 2025 Upgrades.
2. Cost and Payment. LES shall present a written estimate to Waverly for LES’s total costs to design and construct the 2025 Upgrades. Prior to LES performing any construction work on the 2025 Upgrades, Waverly shall pay the amount of the written estimate to LES. Following completion of LES’s construction work to construct the 2025 Upgrades, LES shall determine the actual total cost of the design and construction of the 2025 Upgrades and shall either invoice Waverly for any additional cost above the earlier estimated amount paid by Waverly or reimburse Waverly for any positive difference between the amount previously paid and the actual total cost of the design and construction.

3. Operation and Maintenance. Following completion of construction, LES shall own the 2025 Upgrades and be responsible for all future maintenance on the 2025 Upgrades. Following completion of construction, any repair or replacements of the 2025 Upgrades made necessary due to damage caused by a third party or weather event shall be invoiced to Waverly in the same manner as all other equipment comprising the Streetlight System.
4. Billing. Following completion of construction of the 2025 Upgrades, LES shall include the equipment which comprise the 2025 Upgrades in its monthly streetlight invoicing to Waverly including charges for energy and maintenance.
5. Severability. If any of the terms of this Agreement are held by a court of competent jurisdiction to be invalid, all other terms of this Agreement shall remain in full force and effect.
6. Non-Waiver. Failure of either Party to insist upon the strict performance of the terms, agreements, or conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of either Party's right to enforce any such term, agreement, or condition, but shall continue in full force and effect.
7. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and to their respective successors and assigns.
8. Order of Precedence. Where this Agreement is in conflict with the Franchise and/or LES Rate Schedules and Service Regulations, the latter shall have precedence over this Agreement.
9. Amendments. No amendment of this Agreement shall be valid unless it is in writing and is signed by the parties or their duly authorized reore

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

CITY OF LINCOLN, NEB. d/b/a LINCOLN ELECTRIC SYSTEM

By: _____
Chief Executive Officer

CITY OF WAVERLY, NEB.

By: _____
Mayor