

BOARD OF PUBLIC WORKS

Auburn, Nebraska



Board Packet

February 18 at 11:30 a.m.

BPW Board Room

1600 O Street

**Chairman – Chuck Knipe
Vice Chairman – Michael Zaruba
Secretary – Phil Shaw
Acting Secretary – David Grant
Board Member – Kevin Reiman**

**AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF PUBLIC WORKS TO BE HELD February 18, 2026, AT 11:30 AM
AT THE BPW BOARD ROOM, 1600 O STREET, AUBURN NE**

- 1) **Roll Call.**
- 2) **Announce** - The Open Meetings Act is posted on the northeast wall of the Board Room.
- 3) **Recognition of Guests** - Anyone wishing to be heard by the Board regarding items may speak at this time. We request that you limit your speaking time to ten minutes per meeting.
- 4) **Discussion / action – WATER SOURCE SUPPLY INFORMATION** – Update on the Longs Creek Water Supply project.
- 5) **Discussion / action – BLOWER FANS PROTECTION PLAN** – Request approval of a protection plan to restore Wastewater Treatment Plant blowers to warrantable condition. Options are included for 12–60 month plans.
- 6) **Discussion / action –TURBIDIMETER–** Request approval to purchase turbidimeter in the amount of \$36,035.61.
- 7) **Discussion / action – DROUGHT CONTINGENCY PLAN** – Update on Drought Contingency Plan.
- 8) **Discussion / action – FINANCIALS:**
Investments: All things cash: reconciliations, pledging, CD's, allocations
- 9) **Discussion / action - GENERAL CONSENT ITEMS**
Approve previous meeting's minutes and dispense with reading of same.
 - a. Approve previous meeting minutes and dispense with reading of same.
 - b. Approve monthly compensation of management and employees as previously fixed by the Board.
 - c. Approve listing of checks written during month, claims submitted for payment, and recommended transfers.
 - d. Approve Free Service Reports.
 - e. Approve NOD's and Leins
- 10) **REPORTS:**
 - a. Electric
 - b. Power Plant
 - c. Water/Wastewater
 - d. Office
- 11) **Adjourn to the next regular meeting of the Board to be held March 18, 2026, at 11:30 a.m. at the BPW Board Room.**

BPW BOARD UPDATE

FEBRUARY 13, 2026

WATER SOURCE SUPPLY INFORMATION– Update on a potential water supply, Longs Creek Water Supply project.

BLOWER FANS PROTECTION PLAN – Request approval of Protection Plan to restore blowers at the Wastewater Treatment Plant to warrantable condition. Options are included for 12-month to 60-month plans. Blowers are warranted for 12 months after service.

TURBIDIMETER - Request approval of turbidimeter in the amount of \$36,035.61. An upgrade is needed to accommodate changes in the water treatment system.

DROUGHT CONTINGENCY PLAN – The staff has reached out to Wichita State University for assistance with developing a new Drought Contingency Plan.

ELECTRIC – Crews continue to work on tree trimming and underground transformer inspections. Work on conduit runs at the Water Plant for the new uv installation is in process; as well as the electrical installation at the Longs Creek Site.

POWER PLANT – NPPD called BPW to generate power several hours on January 24th through January 26th due to the extreme cold that hit much of the country that weekend. A little over 200 MN were generated and over 15,000 gallons of fuel were used during those three days. All engines ran well with minor issues that needed addressed. The Power Plant staff did a great job.

WATER/WASTEWATER – Well and pumping levels are monitored daily. Pumping levels are holding above average. We are working on the Water Treatment Plant chlorine upgrade and ongoing Wastewater Plant maintenance. We are working on known trouble areas on sewer lines. Approximately one third of the town is done. There is cleanup on the Lift Station. Work is being done at the Long's Creek in preparation of the water treatment unit. Dirt work is complete on the creek bank. We are hauling rock to the location of the filter system so that we can prepare for the unit to be set. Hosted the Nemaha County Leadership group for plant tours. A water leak was repaired at 2611 Q Street.

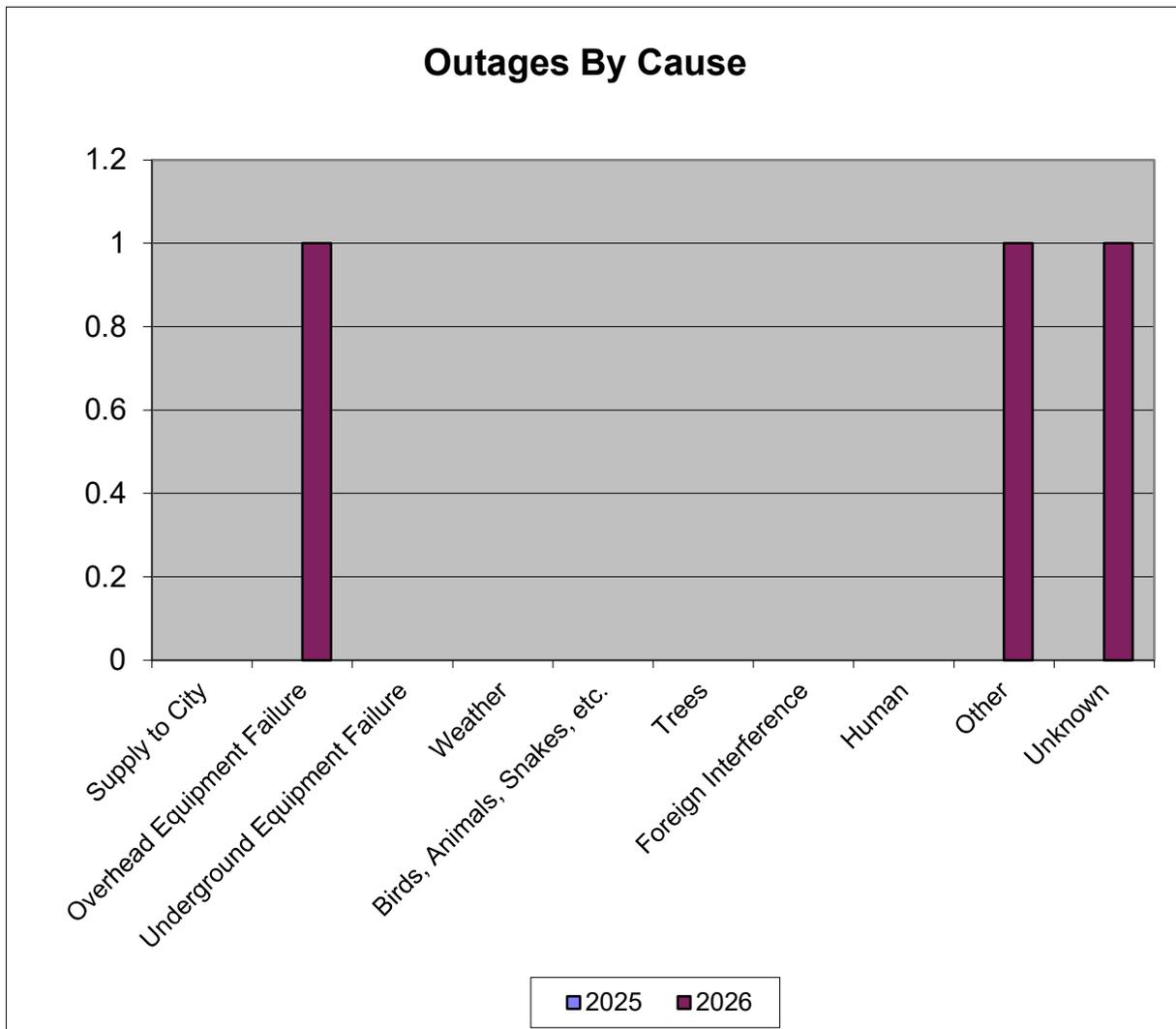
Office – The year end financials are nearing completion, and we will be gearing up for the audit. Staff review of all accounts is ongoing.

General Information				Cause		Time & Duration				Customers	
#	Date	S/U	Address/Location	Description	#	Ints	T off	T on	Mins	# Out	Cust Min
1	1/6/2026	S	Marvin Caspers	transfer over to new transformer	8	1	1/6/26 8:40 AM	1/6/26 9:50 AM	70	1	70
2	1/7/2026	U	727 rd/Hwy 75	line fuse blown	9	2	1/7/26 12:20 AM	1/7/26 1:10 AM	50	6	300
3	1/14/2026	S	704 Allen St. Brownville	changed out cutout	1	1	1/14/26 12:28 PM	1/14/26 1:37 PM	69	4	276

Outage Reasons

2/13/2026

Number of Outages (by Cause)	2025	2026	Increase
0 Supply to City	0	0	0%
1 Overhead Equipment Failure	0	1	1%
2 Underground Equipment Failure	0	0	0%
3 Weather	0	0	0%
4 Birds, Animals, Snakes, etc.	0	0	0%
5 Trees	0	0	0%
6 Foreign Interference	0	0	0%
7 Human	0	0	0%
8 Other	0	1	1%
9 Unknown	0	1	1%





Quote Number	00012804	Created Date	2/3/2026
Opportunity Number	SF-1110222	Expiration Date	5/2/2026
Payment Type	Fixed		
Regional Sales Manager	Bob Kisler		
Prepared By	Bonnie Walker	Contact Name	Alan Slater
Email	bonnie.walker@irco.com	Email	aslater@auburnbpw.com
Phone	(724) 239-1607	Mobile Phone	402-414-2667
Quote To Name	Auburn WWTP	Ship To	63982 hwy 136
Quote To	63982 hwy 136 Auburn, Nebraska 68305 United States		Auburn, Nebraska 68305 United States
Channel Partner	Morse Equipment		
Description	On site to perform PMA on (3) blowers, model 732. S/N P012775, P012776, P012777		

Alan Slater,
Thank you for your interest in our Protection Plan on your blowers.

WHY TRUST HOFFMAN & LAMSON WITH YOUR BLOWERS?

- Decades of service experience yielding unmatched product specific knowledge
- OEM Service Advantage
 - Our service techs work on Hoffman & Lamson blowers 100% of the time
 - All parts used are OEM and designed for the specific purposes
 - Comprehensive knowledge and understanding of blower controls
 - We educate the operators to understand the equipment and what to anticipate before the next service
- Cost-savings
 - Fixed price on multi-year contracts
 - 15% discount on parts and service beyond the standard Protection Plan services
 - Extended Warranty on key components (see below)
- On site support when needed.

WHAT IS THE SCOPE

- REPLACE as needed: Bearings
- REPLACE as needed: Seals
- INSPECT/EVALUATE bearing housing, reservoir, retainers, bearing hardware, gaskets, shims, spacers and associated hardware
- INSPECT / EVALUATE / CHANGE lubricant
- ALIGN SHAFT: laser shaft alignment to hot condition
- INSPECT/EVALUATE Motor, check amp reading
- CHECK Vibration/temperature readings
- CHECK CONTROLS (if applicable) for surge/overload, setting



- INSPECT/EVALUATE installation for pipe misalignment, foundation condition
- INSPECT/EVALUATE throttle valve
- CHECK tie rods
- CHECK/INSPECT air filter

COVERED COMPONENTS

If the blower is in or is restored to a warrantable condition and routine maintenance is performed, a one year Limited Hoffman and Lamson Factory Warranty will be applied to the external components of the blower. These items are warrantied for 12 months after service

- Bearings/associated
 - Oil / Grease Slings
 - Locknut and Lock washer
 - Gaskets
 - O-rings
- Seals
 - Carbon Rings
 - Labyrinth Seals
- Standard RTDs
- Tie Rods

We look forward to working with you to provide the best care and service for your equipment.

Bob Kisler

Contact #

bob.kisler@irco.com

Agreement

This Agreement is between Hoffman and Lamson, 200 Simko Blvd., Charleroi, PA 15022 (hereinafter referred to as "Company") and

Auburn WWTP

(hereinafter referred to as "Customer") for Company's Agreement for a term of 1, 3 or 5 year(s) on the equipment shown below (the "Equipment"):

Asset	Serial Number
A-0132989	P012775
A-0248226	P012776
A-0248227	P012777

This Agreement provides planned maintenance for the Equipment, and assures that factory recommended services are provided on intervals consistent with the manufacturer's recommendations for the Equipment. Service visits with a Company Technical Services Representative and all necessary parts are included to be consistent with the manufacturer's recommendations as set forth in Exhibit A: Work Scopes (the "Services").

Company may collect data from the Equipment which will be archived to provide long term comparative analysis of Equipment performance.

Company will perform the Services during normal business hours Monday through Friday from 7:00am - 5:00pm.



Service Options

Product	Visits Per Year	Total Price	Selected
Hoffman and Lamson Protection Plan 12 Months	1	USD 8,790.90	<input type="checkbox"/>
Hoffman and Lamson Protection Plan 24 Months	1	USD 17,581.81	<input type="checkbox"/>
Hoffman and Lamson Protection Plan 36 Months	1	USD 26,372.71	<input type="checkbox"/>
Hoffman and Lamson Protection Plan 48 Months	1	USD 35,163.62	<input type="checkbox"/>
Hoffman and Lamson Protection Plan 60 Months	1	USD 43,954.52	<input type="checkbox"/>

Exhibit A: Work Scope

Hoffman and Lamson Blower

Hoffman and Lamson offers a Service PLAN to help our customers enjoy enhanced reliability from their Hoffman and Lamson blowers and prevent costly down time.

This program reflects the desire of Hoffman and Lamson Service Personnel to prevent equipment failure and to solve root cause blower problems. Blower problems are often the result of operational, system, installation, or other peripheral causes that are easily determined by personnel trained and certified by Hoffman and Lamson. Participants in this program benefit from the combined knowledge and experience within the Hoffman and Lamson Engineered Products Division.

Participants in this program will receive the attention of Hoffman and Lamson Factory Service Personnel who will make at least one annual service call (usually dictated by the severity of the blower service), at which time the following will be performed:

1. Bearing replacement as needed for PMA
2. Inspection and evaluation of shaft seals – replaced as needed
3. Inspection and evaluation of bearing housing, reservoir, retainers, bearing hardware, gaskets, shims, spacers and associated hardware
4. Lubrication change and oiler inspection, if applicable
5. Coupling inspection and evaluation
6. Laser shaft alignment to hot condition
7. Motor evaluation, amp check
8. Blower operational check: vibration readings, bearing temperature readings, surge check and recommendation for correction, if needed
9. Installation inspection for pipe misalignment, foundation deficiencies with recommendations
10. Valve inspection for proper operation
11. Controls inspection and operational adjustments
12. Filter inspection and recommendations (Customer to clean filter but must keep a record)

At the conclusion of the service detailed above, the customer will be provided with a comprehensive report complete with a vibration report and recommendations. The cost of this service includes bearing replacement for each blower as necessary and seal inspection for each blower. In the event a bearing change is not recommended the bearing kit will remain with the customer for renewed PMA's or for future use as consumable parts. If any additional parts are identified as problematic, their replacement will be offered at a 15% Protection PLAN discount.

If the blower is in or is restored to a warrantable condition and routine maintenance is performed, a oneyear Limited Hoffman and Lamson Factory Warranty will be applied to the external components of the blower. * Please check the Service Report for any additional maintenance that is Customer's responsibility outside of this agreement.

If the blower cannot be placed in warrantable condition onsite, we will recommend that it be sent to the factory or to a local authorized service center for a complete disassembly and inspection, after which a complete repair proposal will be made. Any required motor work should be completed prior to the arrival of the Hoffman and Lamson Service Technician to preclude return trips.

Factory warranty will cover defects in material and workmanship of the blower or failure resulting from services provided. We will make every effort to give warranty repairs priority status if necessary. Failures beyond Hoffman and Lamson's control are not covered. These include such



circumstances as motor failures, blower failures resulting from surge conditions, unusual damage to the blower or accessories, product misuse, pre-existing conditions, improper maintenance or operation, acts of God, or other incidental situations. Hoffman and Lamson will utilize every effort to assist the customer should any type of problem arise.

Terms & Conditions of the Agreement

1. **INVOICING:** Invoicing of this Agreement will start in the month of the effective date of this Agreement as written by Customer below upon execution of the Agreement (Agreement "Effective Date"). The invoicing frequency will be annual. Customer will pay all invoices within thirty (30) days from the date of invoice or per agreed upon Customer terms.
2. **GENUINE PARTS:** Customer agrees to only use genuine Hoffman and Lamson parts and lubricants on the Equipment or Hoffman and Lamson approved parts for alternative manufacturers, where applicable.
3. **AGREEMENT TERM:** This Agreement will remain in effect for the term listed above unless it is terminated in writing by either party, by providing the other party, at the address written above, with a thirty (30) day written notice of its intent to terminate this Agreement.
4. **SCOPE OF WORK:** This Agreement only includes the Services set forth in Exhibit A applicable to the Equipment. Anything outside of the Services will be quoted and approved by an authorized Customer representative prior to being performed.
5. **TERMINATION:** If this Agreement is terminated by Customer prior to the end of the Term, other than for default, Customer shall make a payment as liquidated damages (but not penalty) to Company within thirty (30) days from the date of termination of this Agreement in an amount equal to (1) one-half (½) of the remaining amount of the Agreement Price left to be paid during the Term; or (2) the list price at the time Services were performed and parts provided prior to termination of this Agreement, minus payments made up to the date of termination; whichever is greater.
6. **GENERAL:** The Terms and Conditions outlined in this Agreement, shall apply to the Services by Company of maintenance or repair work or the sale of parts thereunder. No additional or contrary terms shall be binding upon Company unless specifically agreed to in writing.
7. **SCHEDULE DATES & DELAYS:** Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, pandemic, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance of Services due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Customer's receipt of the Services or parts shall constitute a waiver of any claims to delay.
8. **ASSIGNMENT:** Neither party will assign or transfer this Agreement without the prior written consent of the other party. Said consent will not be unreasonably withheld. In the event Customer sells all or a substantial portion of its assets to another entity (the "Successor") without Company's prior written consent and the business previously conducted by Customer is or may be continued by the Successor, Customer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets until such time as Successor and Customer execute an addendum to this Agreement assigning this Agreement and its obligations to the Successor.
9. **TAXES:** The prices do not include any present or future Federal, State or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment, parts or Services covered hereby. If Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material, parts or erection equipment or Services covered hereby, then such amount of tax shall be paid by Customer in addition to the Annual Price set forth above.
10. **INSURANCE:** With respect to the performance of the Services, Company's personnel shall be properly covered with insurance in the areas of Workers' Compensation, Public Liability, and Automobile Insurance where the use of a vehicle is required. A certificate confirming this insurance coverage is obtainable upon request. Unless prohibited by applicable law, to the extent any loss and/or damage is recoverable by insurance proceeds under Customer's insurance policies, Customer waives its and its insurers' rights to recover for such loss and/or damage against Company.
11. **WARRANTY:** Company warrants that parts manufactured by Company and furnished under this Agreement, will be free of defects in material and workmanship for a period of twelve (12) months from the date of service. The Company shall either repair or replace such parts, provided the Customer promptly notifies Company in writing of defects therein, within said period. Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from Company's warranty.
12. **COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
13. **LIMITATION OF LIABILITY:** The remedies of Customer set forth herein are exclusive, and the liability of Company with respect to this Agreement or the Services or parts furnished under this Agreement shall not exceed the Agreement Price of such Services or the part upon which such liability is based. Company and its suppliers or subcontractors shall in no event be liable to Customer, any successors in interest or any beneficiary of this Agreement for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Customer or customers of Customer for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.



14. **NUCLEAR LIABILITY:** In the event that the Services or parts furnished hereunder are to be used in a nuclear facility, Customer shall, prior to such use, arrange for insurance or governmental indemnity, protecting Company against liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.
15. **GOVERNING LAW:** The rights and obligations of the parties shall be governed by the laws of the State of North Carolina excluding any conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
16. **SAFETY:** Customer shall provide to Company safe access to the Equipment, and a safe and adequate place in which to perform the Services. Company reserves the right to refuse performing Services if, in the sole discretion of its employee, performing such Services would be unsafe.
17. **SITE ASSISTANCE:** Customer is responsible for providing reasonable access to the Equipment. Customer must ensure that the equipment is available for maintenance/service upon arrival of Hoffman & Lamson service technician. Any delays in availability of equipment will result in additional charges to customer. Customer will provide, at their expense, permanent or temporary (e.g. forklift, 'A' Frame, etc.) means to facilitate the lifting of equipment components as necessitated to perform the Services. In addition, the Agreement Price is established with the assumption that one (1) Company Technical Services Representative to perform the Services. Customer agrees to supply additional manpower where lifting assistance or 'another set of hands' is required to perform the Services.
18. **COMPANY REMOTE EQUIPMENT MONITORING:** For all Equipment, remote monitoring may be required by Company to enhance response time and enable remote diagnostics. Upon written request by Company, Customer agrees to allow Company to install connectivity device(s) on the Equipment and transmit Equipment operational data ONLY over a cellular broadband network. Customer further agrees to allow the mounting of cellular antenna(s), either on the Equipment or on the exterior of the facility, as required to achieve communication signal strength. Company device and antenna installations shall not be intrusive to Customer systems, processes or aesthetics. If the necessary permission is not provided within ninety (90) days of written notice, Company may adjust Agreement pricing at its sole discretion, to reflect higher maintenance and Agreement management costs.

By signing below, customer agrees to the Terms and Conditions of printed documentation.

Signatures

Authorized Customer Representative

Hoffman & Lamson Authorized Service Provider Representative

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Effective Date _____

Date _____

P.O.# _____

Purchase Order Submission

PLEASE SUBMIT PURCHASE ORDER AND SIGNED CONTRACTS TO:

Hoffman and Lamson

Service.CF@lrco.com

Please note as this is an estimated quote, actual hours and expenses would be invoiced. This service is offered in accordance with our standard rates, and Hoffman and Lamson T & C's apply.

Please note that once a Service Visit has been scheduled, time has been reserved in the schedule exclusively for you. If the visit is cancelled less than 24 hours before it is scheduled to take place, a minimum cancellation fee of \$500 or 10% of the total visit (whichever is greater) will be charged.

Emergency Service Rates

Service rates for emergency field service requests (typically 2 weeks or less from request to departure) will incur 20% for labor and travel rates before a technician or engineer departs and will be communicated in advance.



You can cancel or reschedule an appointment by emailing us at: Service.CF@irco.com or calling (1-877-436-2741)

Quotation

Quote Number: 100893060v6
 Use quote number at time of order to ensure that you receive prices quoted

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Date: 05-Feb-2026

Quote Expiration: 07-Mar-2026

CITY OF AUBURN
 PO BOX 238
 AUBURN, IA 51433-0238

Name: Alan Slater
 Phone: 402-274-3316
 Email: aslater@auburnbpw.com

Customer Account Number : 40294531

Sales Contact: Brittany Figueroa Email: brittany.figueroa@hach.com Phone: 303-263-5412

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	LXV445.99.21112	TU5300sc Low Range Laser Turbidimeter with Flow Sensor and System Check, EPA Version. Standard lead time 10 days.	5	3,707.00	3%	3,595.79	17,978.95
2	LXV525.99E11501	SC4500 Controller, Prognosys, 5x mA Output, 1 digital Sensor, 100-240 VAC, US plug. Standard lead time 25 days.	3	3,486.00	3%	3,381.42	10,144.26
3	WRTUPGSC4500	WarrantyPlus Partnership provides full coverage, including parts, labor, and travel for instrument startup or one preventative maintenance visit, and on-site repairs with priority status.	3	316.00		316.00	948.00
4	5743700	Valve, Shut-Off, 2-Way F/ ¼" Tubing. Standard lead time 10 days.	5	74.69		74.69	373.45
5	LZY911	Tubing for TU5300 sc and TU5400 sc Turbidimeters. Standard lead time 10 days.. LOQ lead time 25 days.	5	79.19		79.19	395.95
6	WRTUPGTU53XX - 4 VISIT	WarrantyPlus Service Agreement includes one start-up and three preventative maintenance/calibration visits per year, all parts, labor, and travel for on-site repairs, unlimited technical support calls, and free firmware updates. Automatic Cleaning Module is not covered under this offering.	5	1,037.00		1,037.00	5,185.00

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
7	TU5TRANSITION	Includes decommissioning of 1720E or FT660 and mounting of TU5. Charged on a per instrument basis. Available only for existing 1720E or FT660 installations with TU5-compatible controller (sc200 or greater). Must purchase with 4V WarrantyPlus Partnership. Transition support service will occur during first WarrantyPlus visit.	5	202.00		202.00	1,010.00
Grand Total							\$ 36,035.61

Agenda Item #6

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Brittany Figueroa
Title: Inside Sales Rep-Muni West
Phone: 303-263-5412
Email: brittany.figueroa@hach.com



HACH COMPANY
Headquarters
 5600 Lindbergh Drive
 Loveland, CO 80538-8842

Purchase Orders
 PO Box 608
 Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
 Phone: 800-227-4224
 Fax: 970-669-2932
 E-Mail: orders@hach.com
 quotes@hach.com
 techhelp@hach.com

Export
 Phone: 970-669-3050
 Fax: 970-461-3939
 Email: intl@hach.com

Remittance
 E-mail: **Agenda Item #6**
 ash@hach.com

Checks: 2207 Collection Center
 Drive, Chicago, IL 60693

Wire Transfers:
 Bank of America
 231 S. LaSalle St.
 Chicago, IL 60604
 Account: 8765602385
 Routing (ACH/EFT): 071923284
 Routing (Dom Wires): 026009593
 Swift Code Intl Wires: BOFAUS3N

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} <i>Pricing Effective 7/13/2024</i>						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 7/13/2024
\$0.00 - \$49.99	\$10.75	\$26.89	\$50.14	\$43.15	\$82.02	\$8.00
\$50.00 - \$149.99	\$12.90	\$38.02	\$71.75	\$54.52	\$103.65	\$8.00
\$150.00 - \$349.99	\$15.05	\$40.15	\$81.79	\$55.37	\$106.26	\$8.00
\$350.00 - \$649.99	\$17.20	\$44.98	\$89.44	\$56.22	\$108.87	\$8.00
\$650.00 - \$949.99	\$17.20	\$54.49	\$112.39	\$66.20	\$128.13	\$8.00
\$950.00 - \$1,999.99	\$30.10	\$64.01	\$135.34	\$76.17	\$147.38	\$8.00
\$2,000.00 - \$3,999.99	\$30.10	\$79.14	\$165.12	\$91.12	\$176.99	\$8.00
\$4,000.00 - \$5,999.99	\$53.75	\$94.27	\$194.90	\$106.06	\$206.59	\$8.00
\$6,000.00 - \$7,999.99	\$64.50	\$108.99	\$225.36	\$118.80	\$229.04	\$8.00
\$8,000.00 - \$9,999.99	\$96.75	\$162.82	\$318.16	\$174.21	\$330.40	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, or Romeoville, Illinois United States (Incoterms 2020). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See www.ethicspoint.veralto.com and [Integrity and compliance - Veralto](#) for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

- CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

Combined Financial Statements														
2026	YTD	Dec 2026	Nov 2026	Oct 2026	Sept 2026	Aug 2026	Jul 2026	Jun 2026	May 2026	Apr 2026	Mar 2026	Feb 2026	YTD	Jan 2026
Total Operating Rev	716,562	0	0	0	0	0	0	0	0	0	0	0	716,562	716,562
Total Other Revenue	64,331	0	0	0	0	0	0	0	0	0	0	0	64,331	64,331
Total Non Operating Rev	37,979	0	0	0	0	0	0	0	0	0	0	0	37,979	37,979
TOTAL REVENUE	818,872	0	818,872	818,872										
Total Operating Exp	(463,324)	0	0	0	0	0	0	0	0	0	0	0	(463,324)	(463,324)
Total Admin & Gen Exp	(174,112)	0	0	0	0	0	0	0	0	0	0	0	(174,112)	(174,112)
Total Depreciation Exp	(89,694)	0	0	0	0	0	0	0	0	0	0	0	(89,694)	(89,694)
Total Non Operating Exp	(6,324)	0	0	0	0	0	0	0	0	0	0	0	(6,324)	(6,324)
TOTAL EXPENSES	(733,454)	0	(733,454)	(733,454)										
NET INCOME	85,418	0	85,418	85,418										
less W & WW P&I	22,723	0	0	0	0	0	0	0	0	0	0	0	22,723	22,723
Adjusted Net Income	62,695	0	62,695	62,695										
2025	YTD	Dec 2025	Nov 2025	Oct 2025	Sept 2025	Aug 2025	Jul 2025	Jun 2025	May 2025	Apr 2025	Mar 2025	Feb 2025	YTD	Jan 2025
Total Operating Rev	8,660,955	795,602	619,524	692,738	693,290	770,479	834,474	735,750	620,684	621,905	653,072	788,792	834,645	834,645
Total Other Revenue	868,370	29,908	158,706	29,928	39,365	128,538	44,891	37,281	31,359	27,874	32,740	218,130	89,651	89,651
Total Non Operating Rev	464,358	49,336	13,240	39,679	56,974	23,554	40,282	53,600	27,020	46,189	52,644	16,778	45,061	45,061
TOTAL REVENUE	9,993,684	874,846	791,470	762,345	789,629	922,571	919,647	826,631	679,063	695,968	738,456	1,023,700	969,358	969,358
Total Operating Exp	(5,569,700)	(494,287)	(381,485)	(470,769)	(386,372)	(502,807)	(510,956)	(623,893)	(309,561)	(465,177)	(427,516)	(481,307)	(515,571)	(515,571)
Total Admin & Gen Exp	(1,801,860)	(172,150)	(149,337)	(149,366)	(180,761)	(125,616)	(147,936)	(147,641)	(131,738)	(162,957)	(137,145)	(151,351)	(145,862)	(145,862)
Total Depreciation Exp	(980,334)	(88,690)	(83,420)	(84,908)	(89,778)	(67,286)	(51,595)	(68,737)	(85,672)	(87,654)	(97,861)	(86,967)	(87,766)	(87,766)
Total Non Operating Exp	(92,568)	(6,528)	(6,413)	(8,193)	(8,221)	(8,018)	(8,338)	(8,608)	(8,264)	(10,276)	(8,025)	(5,881)	(5,802)	(5,802)
TOTAL EXPENSES	(8,444,462)	(761,655)	(620,655)	(713,236)	(665,132)	(703,727)	(718,825)	(848,879)	(535,235)	(726,064)	(670,547)	(725,506)	(755,001)	(755,001)
NET INCOME	1,549,144	113,191	170,815	49,109	124,497	218,843	200,822	(22,248)	143,831	(30,096)	67,909	298,195	214,276	214,276
less P&I Payment	505,897	21,154	21,154	112,160	35,662	35,663	35,663	35,663	35,663	35,663	35,663	51,163	50,626	50,626
Adjusted Net Income	1,043,247	92,037	149,661	(63,051)	88,835	183,180	165,159	(57,911)	108,168	(65,759)	32,246	247,032	163,650	163,650

Electric Department														
	YTD												YTD	
2026	12/31/2026	Dec 2026	Nov 2026	Oct 2026	Sept 2026	Aug 2026	Jul 2026	Jun 2026	May 2026	Apr 2026	Mar 2026	Feb 2026	1/31/2026	Jan 2026
Total Operating Rev	508,833	0	0	0	0	0	0	0	0	0	0	0	508,833	508,833
Total Other Revenue	57,632	0	0	0	0	0	0	0	0	0	0	0	57,632	57,632
Total Non Operating Rev	30,590	0	0	0	0	0	0	0	0	0	0	0	30,590	30,590
TOTAL REVENUE	597,055	0	597,055	597,055										
Total Operating Exp	(365,170)	0	0	0	0	0	0	0	0	0	0	0	(365,170)	(365,170)
Total Admin & Gen Exp	(124,201)	0	0	0	0	0	0	0	0	0	0	0	(124,201)	(124,201)
Total Depreciation Exp	(36,699)	0	0	0	0	0	0	0	0	0	0	0	(36,699)	(36,699)
Total Non Operating Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	(526,070)	0	(526,070)	(526,070)										
NET INCOME	70,985	0	70,985	70,985										
	YTD												YTD	
2025	12/31/2025	Dec 2025	Nov 2025	Oct 2025	Sept 2025	Aug 2025	Jul 2025	Jun 2025	May 2025	Apr 2025	Mar 2025	Feb 2025	1/31/2025	Jan 2025
Total Operating Rev	6,389,804	609,844	433,570	493,458	499,420	579,630	650,216	541,425	436,145	433,924	464,490	601,668	646,013	646,013
Total Other Revenue	317,205	22,625	17,949	22,263	22,026	37,041	25,167	26,660	21,026	18,306	24,411	24,779	54,469	54,952
Total Non Operating Rev	364,495	39,193	9,814	32,001	43,944	19,637	30,719	42,341	20,673	36,889	41,723	11,690	35,915	35,870
TOTAL REVENUE	7,071,504	671,663	461,333	547,722	565,390	636,308	706,102	610,426	477,844	489,119	530,624	638,137	736,398	736,835
Total Operating Exp	(4,371,683)	(399,019)	(301,165)	(381,151)	(298,049)	(393,243)	(420,958)	(420,227)	(227,565)	(380,024)	(341,656)	(396,729)	(406,387)	(411,897)
Total Admin & Gen Exp	(1,199,930)	(115,908)	(101,863)	(100,440)	(120,586)	(84,327)	(106,294)	(94,311)	(85,938)	(117,126)	(78,322)	(97,607)	(106,542)	(97,208)
Total Depreciation Exp	(403,478)	(36,859)	(36,690)	(36,663)	(36,536)	(36,530)	(12,159)	(26,722)	(34,461)	(36,461)	(36,999)	(36,699)	(31,869)	(36,699)
Total Non Operating Exp	(2,575)	(204)	(10)	(174)	(614)	0	(522)	(813)	0	0	(159)	(79)	0	0
TOTAL EXPENSES	(5,977,666)	(551,990)	(439,728)	(518,428)	(455,785)	(514,100)	(539,933)	(542,073)	(347,964)	(533,611)	(457,136)	(531,114)	(544,798)	(545,804)
NET INCOME	1,093,838	119,673	21,605	29,294	109,605	122,208	166,169	68,353	129,880	(44,492)	73,488	107,023	191,600	191,031

Water Department														
2026	YTD 12/31/2026	Dec 2026	Nov 2026	Oct 2026	Sept 2026	Aug 2026	Jul 2026	Jun 2026	May 2026	Apr 2026	Mar 2026	Feb 2026	YTD 1/31/2026	Jan 2026
Total Operating Rev	111,075	0	0	0	0	0	0	0	0	0	0	0	111,075	111,075
Total Other Revenue	4,782	0	0	0	0	0	0	0	0	0	0	0	4,782	4,782
Total Non Operating Rev	2,161	0	0	0	0	0	0	0	0	0	0	0	2,161	2,161
TOTAL REVENUE	118,018	0	0	0	0	0	0	0	0	0	0	0	118,019	118,019
Total Operating Exp	(46,485)	0	0	0	0	0	0	0	0	0	0	0	(46,485)	(46,485)
Total Admin & Gene Exp	(29,558)	0	0	0	0	0	0	0	0	0	0	0	(29,558)	(29,558)
Total Depreciation Exp	(26,063)	0	0	0	0	0	0	0	0	0	0	0	(26,063)	(26,063)
Total Non Operating Exp	(6,324)	0	0	0	0	0	0	0	0	0	0	0	(6,324)	(6,324)
TOTAL EXPENSES	(108,430)	0	0	0	0	0	0	0	0	0	0	0	(108,430)	(108,430)
NET INCOME	9,588	0	0	0	0	0	0	0	0	0	0	0	9,589	9,589
less P&I Accrual for NEDQ	19,971	0	0	0	0	0	0	0	0	0		0	19,971	19,971
Adjusted Net Income	(10,383)	0	0	0	0	0	0	0	0	-	0	0	(10,382)	(10,382)
2025	YTD 12/31/2025	Dec 2025	Nov 2025	Oct 2025	Sept 2025	Aug 2025	Jul 2025	Jun 2025	May 2025	Apr 2025	Mar 2025	Feb 2025	YTD 1/31/2025	Jan 2025
Total Operating Rev	1,134,166	92,299	90,434	103,762	99,077	94,890	89,513	100,453	90,126	93,758	93,124	92,011	94,717	94,717
Total Other Revenue	222,593	5,471	138,322	4,543	10,014	6,049	16,678	7,067	6,717	5,151	5,407	9,218	7,876	7,956
Total Non Operating Rev	42,575	3,212	2,935	2,238	4,765	3,312	3,193	3,116	5,779	3,149	3,095	4,688	3,093	3,093
TOTAL REVENUE	1,399,333	100,982	231,691	110,543	113,856	104,251	109,384	110,636	102,622	102,058	101,626	105,917	105,686	105,766
Total Operating Exp	(643,459)	(37,373)	(38,848)	(43,616)	(42,533)	(52,975)	(45,466)	(162,382)	(41,576)	(37,588)	(41,122)	(42,965)	(37,838)	(57,015)
Total Admin & General Exp	(371,712)	(33,689)	(26,922)	(31,161)	(36,614)	(24,739)	(25,212)	(37,540)	(24,687)	(26,370)	(39,301)	(33,212)	(32,030)	(32,265)
Total Depreciation Exp	(297,376)	(27,339)	(27,049)	(27,049)	(27,060)	(6,438)	(16,063)	(22,802)	(27,006)	(26,988)	(36,657)	(26,063)	(26,063)	(26,862)
Total Non Operating Exp	(88,653)	(6,324)	(6,403)	(7,125)	(7,586)	(7,997)	(7,795)	(7,774)	(8,243)	(10,255)	(7,845)	(5,653)	(6,341)	(5,653)
TOTAL EXPENSES	(1,401,200)	(104,725)	(99,222)	(108,951)	(113,793)	(92,149)	(94,536)	(230,498)	(101,512)	(101,201)	(124,925)	(107,893)	(102,272)	(121,795)
NET INCOME	(1,947)	(3,743)	132,469	1,592	63	12,102	14,848	(119,862)	1,112	857	(23,299)	(1,976)	3,414	(16,109)
less P&I Accrual for NEDQ	224,499	18,402	18,402	18,402	18,402	18,402	18,402	18,402	18,402	18,402	18,402	20,508	19,971	19,971
Adjusted Net Income	(226,446)	(22,145)	114,067	(16,810)	(18,339)	(6,300)	(3,554)	(138,264)	(17,290)	(17,545)	(41,701)	(22,484)	(16,557)	(36,080)

Wastewater Department														
	YTD												YTD	
2026	12/31/2026	Dec 2026	Nov 2026	Oct 2026	Sept 2026	Aug 2026	Jul 2026	Jun 2026	May 2026	Apr 2026	Mar 2026	Feb-26	1/31/2026	Jan 2026
Total Operating Rev	76,991	0	0	0	0	0	0	0	0	0	0	0	76,991	76,991
Total Other Rev	665	0	0	0	0	0	0	0	0	0	0	0	665	665
Total Non Operating Rev	5,228	0	0	0	0	0	0	0	0	0	0	0	5,228	5,228
TOTAL REVENUE	82,884	0	82,884	82,884										
Total Operating Exp	(31,146)	0	0	0	0	0	0	0	0	0	0	0	(31,146)	(31,146)
Total Admin & Gen Exp	(20,353)	0	0	0	0	0	0	0	0	0	0	0	(20,353)	(20,353)
Total Depreciation Exp	(26,932)	0	0	0	0	0	0	0	0	0	0	0	(26,932)	(26,932)
Total Non Operating Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	(78,431)	0	(78,431)	(78,431)										
NET INCOME	4,453	0	4,453	4,453										
less P&I Payment Accrual	2,752												2,752	2,752
Adjusted Net Income	1,701	0	1,701	1,701										
2025	YTD	Dec 2025	Nov 2025	Oct 2025	Sept 2025	Aug 2025	Jul 2025	Jun 2025	May 2025	Apr 2025	Mar 2025	Feb 2025	YTD	Jan 2025
	12/31/2025												1/31/2025	
Total Operating Rev	899,233	73,747	75,796	75,752	75,020	76,030	74,988	74,009	74,518	74,376	75,601	75,304	74,091	74,091
Total Other Rev	307,435	499	679	1,563	5,700	83,268	911	1,629	1,552	2,367	1,455	182,823	25,553	24,990
Total Non Operating Rev	57,290	6,931	491	5,440	8,265	605	6,370	8,144	568	6,151	7,826	400	6,098	6,098
TOTAL REVENUE	1,263,958	81,177	76,966	82,754	88,985	159,903	82,269	83,782	76,638	82,894	84,882	258,527	105,742	105,179
Total Operating Exp	(299,069)	(37,089)	(20,459)	(25,152)	(24,867)	(35,320)	(22,665)	(19,557)	(18,715)	(26,051)	(23,481)	(20,609)	(25,554)	(25,104)
Total Admin & General Exp	(230,219)	(22,553)	(20,552)	(17,765)	(23,561)	(16,550)	(16,430)	(15,790)	(21,113)	(19,461)	(19,522)	(20,532)	(15,446)	(16,389)
Total Depreciation Exp	(279,480)	(24,492)	(19,881)	(21,196)	(26,182)	(24,318)	(23,373)	(19,213)	(24,205)	(24,205)	(24,205)	(24,205)	(24,205)	(24,205)
Total Non Operating Exp	(1,341)	0	0	(894)	(21)	(21)	(21)	(21)	(21)	(21)	(21)	(149)	(149)	(149)
TOTAL EXPENSES	(810,109)	(84,134)	(60,692)	(65,007)	(74,631)	(76,209)	(62,489)	(54,581)	(64,054)	(69,738)	(67,229)	(65,495)	(65,354)	(65,847)
NET INCOME	453,849	(2,957)	16,274	17,748	14,354	83,694	19,780	29,201	12,584	13,156	17,653	193,032	40,388	39,332
less P&I Payment Accrual	281,398	2,752	2,752	93,758	17,260	17,261	17,261	17,261	17,261	17,261	17,261	30,655	36,250	30,655
Adjusted Net Income	172,451	(5,709)	13,522	(76,010)	(2,906)	66,433	2,519	11,940	(4,677)	(4,105)	392	162,377	4,138	8,677

Garbage Department														
2026	YTD 12/31/2026	Dec 2026	Nov 2026	Oct 2026	Sept 2026	Aug 2026	Jul 2026	Jun 2026	May 2026	Apr 2026	Mar 2026	Feb 2026	YTD 1/31/2026	Jan 2026
Total Operating Rev	19,663	0	0	0	0	0	0	0	0	0	0	0	19,663	19,663
Total Other Revenue	1,251	0	0	0	0	0	0	0	0	0	0	0	1,251	1,251
Total Non Operating Rev	-	0	0	0	0	0	0	0	0	0	0	0	-	0
TOTAL REVENUE	20,914	0	20,914	20,914										
Total Operating Exp	(20,523)	0	0	0	0	0	0	0	0	0	0	0	(20,523)	(20,523)
Total Admin & Gen Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Depreciation Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non Operating Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	(20,523)	0	(20,523)	(20,523)										
NET INCOME	391	0	391	391										
less Principal Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Net Income	391	0	391	391										
2025	YTD 12/31/2025	Dec 2025	Nov 2025	Oct 2025	Sept 2025	Aug 2025	Jul 2025	Jun 2025	May 2025	Apr 2025	Mar 2025	Feb 2025	YTD 1/31/2025	Jan 2025
Total Operating Rev	237,756	19,711	19,723	19,767	19,773	19,929	19,757	19,863	19,895	19,848	19,857	19,809	19,824	19,824
Total Other Revenue	21,136	1,313	1,756	1,559	1,625	2,180	2,135	1,925	2,064	2,049	1,467	1,310	1,753	1,753
Total Non Operating Rev	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL REVENUE	258,892	21,024	21,479	21,325	21,398	22,109	21,892	21,788	21,960	21,897	21,324	21,119	21,577	21,577
Total Operating Exp	(255,489)	(20,806)	(21,013)	(20,850)	(20,923)	(21,269)	(21,867)	(21,727)	(21,705)	(21,514)	(21,257)	(21,004)	(21,555)	(21,555)
Total Admin & Gen Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Depreciation Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non Operating Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	(255,489)	(20,806)	(21,013)	(20,850)	(20,923)	(21,269)	(21,867)	(21,727)	(21,705)	(21,514)	(21,257)	(21,004)	(21,555)	(21,555)
NET INCOME	3,403	219	466	475	476	839	25	61	255	383	68	115	22	22
less Principal Payment										0	0	0	0	0
Adjusted Net Income	3,403	219	466	475	476	839	25	61	255	383	68	115	22	22

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

Auburn State Bank (Checking Acct) (1)
January 31, 2026

Account: 1010202
Bank Account Number: 191494

Bank Statement Balance:	4,726,557.66	Book Balance Previous Month:	4,488,465.67
Outstanding Deposits:	13,510.24	Total Receipts:	893,520.98
Outstanding Checks:	115,499.60	Total Disbursements:	758,183.52
Bank Adjustments:	765.17-	Book Adjustments:	.00
Bank Balance:	4,623,803.13	Book Balance:	4,623,803.13
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposit Number	Deposit Amount						
1178	1,462.46	1183	1,080.74	1184	3,033.75	1188	1,007.99
1193	3,336.29	1194	3,589.01				
Grand Totals:							13,510.24

Deposits cleared: 62 items Deposits Outstanding: 6 items

Outstanding Checks Section

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
2	137.12	3	4,078.17-	1282	327.77	1299	34,078.95
48866	129.70	48984	82.95	49055	165.58-	49055	165.58
49141	40.25	49204	99.73	49207	228.22	49355	47.89
49509	1.25-	49509	1.25	49640	30.00	49732	262.68
49787	57.63-	49787	57.63	50109	157.55	50114	30.53
50330	207.05	50331	142.68	50333	21.74-	50333	21.74
50334	42.52	50411	253.06-	50411	253.06	50542	773.57
50613	103.51	50626	140.00	50633	517.20	50636	2,267.00
50641	33.55	50651	1,100.00	50657	30.88	50658	525.00
50664	163.97	50673	4,000.00	50675	8,224.28	50682	65.04
50683	14,105.61	13026103	26,483.71	13026107	1,836.40	123125103	23,162.46
Grand Totals:							115,499.60

Checks cleared: 100 items Checks Outstanding: 44 items

Bank Adjustments Section

Description	Amount	Description	Amount
o/s State of NE	790.60-	Point C	25.43
Grand Totals:			765.17-

Book Adjustments Section

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

January 31, 2026

Account: 1010204

Bank Account Number: 457285

Bank Statement Balance:	1,097,375.47	Book Balance Previous Month:	1,096,864.03
Outstanding Deposits:	.00	Total Receipts:	511.44
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	1,097,375.47	Book Balance:	1,097,375.47
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposits cleared: 1 items Deposits Outstanding: 0 items

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments Section

Book Adjustments Section

CD - INVESTMENTS - JANUARY 2026

GL	ISSUED/ RENEWED DATE	MATURITY DATE	NUM.	TERM	INT.	RATE	OWNER	BANK	ORIGINAL\$	CURRENT\$
ELECTRIC DEPARTMENT										
1200	05/29/25	05/29/26	21425	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	588,972.64	600,733.05
1200	07/09/25	07/09/26	21470	12 MO	CMPQ	4.06%	Capitol Reserves	ASB	649,697.55	662,670.49
1200	07/09/25	07/09/26	21471	12 MO	CMPQ	4.06%	Capitol Reserves	ASB	649,697.81	662,670.76
1200	07/09/25	07/09/26	21472	12 MO	CMPQ	4.06%	Capitol Reserves	ASB	813,533.17	829,777.53
1200	09/18/25	09/18/26	21581	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	538,514.79	543,806.51
1200	09/18/25	09/18/26	21582	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	570,780.01	576,388.78
1200	09/18/25	09/18/26	21583	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	966,993.32	976,495.48
1200	09/18/25	09/18/26	21584	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	719,593.24	726,664.33
1200	09/18/25	09/18/26	21585	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	570,780.01	576,388.78
1200	10/31/25	10/31/26	21681	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	671,599.51	707,423.73
1200	03/24/25	03/24/26	1106849	12 MO	CMPQ	4.06%	Capitol Reserves	UBT	217,451.90	224,071.30
TOTAL ELECTRIC INVESTMENTS									\$7,087,090.74	
WATER DEPARTMENT										
1200	09/18/25	09/18/26	21586	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	272,821.75	275,502.63
1200	7/9/2025	07/09/26	21476	12 MO	CMPQ	4.06%	Capitol Reserves	ASB	244,762.18	249,649.51
1200	5/29/2025	05/29/26	21424	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	308,278.67	314,434.28
TOTAL WATER INVESTMENTS									\$839,586.42	
SEWER DEPARTMENT										
1200	09/18/25	09/18/26	21587	12 MO	CMPQ	4.60%	Capitol Reserves	ASB	589,823.93	595,619.84
1200	09/18/25	09/18/26	21588	12 MO	CMPQ	4.00%	Capitol Reserves	ASB	92,735.29	93,646.56
1200	07/09/25	07/09/26	21475	12 MO	CMPQ	4.06%	Capitol Reserves	ASB	469,333.48	478,704.98
TOTAL W.W. INVESTMENTS									\$1,167,971.38	
TOTAL INVESTMENTS									\$9,094,648.54	

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

INTEREST ALLOCATION								
AUBURN STATE BANK RECONCILIATION - Through 01/31/2026								
		Prior Months balance #457285 \$1,096,864.03	Allocation		Deposits/ Transfers	Increase/ Decrease in Designated Funds	Checks/ Transfers/ Adjustments	Ending Balance #457285 \$1,097,375.47
E.Prev.Bal.		\$836,849.60	76.3%					
\$390.20		\$390.20						
E. REV.%	76.3%	\$836,849.60	100.0%	interest	\$390.20		\$0.01	\$837,239.79
				rounding	-\$0.02		\$0.00	
		\$836,849.60	100.0%			390.18		
		\$0.00						\$837,239.79
W Prev. Bal.		\$162,633.15	14.83%				\$0.00	
\$75.85		\$75.85						
W. REV.%	14.83%	\$162,633.15	100.0%	interest	\$75.85			\$162,709.00
				rounding		75.85		
		\$162,633.15	100.00%					\$162,709.00
		\$0.00						
WW.Prev.Bal.		\$97,381.28	8.88%				\$0.00	
\$45.42		\$45.42		rounding				
WW. REV%	8.88%	\$97,381.28	100.0%	interest	\$45.42			\$97,426.69
						45.42		
		\$97,381.28	100.00%					\$97,426.69
		\$0.00	100.00%					
511.44		\$1,096,864.03 v			\$493.35	511.44		\$1,097,375.47
** adjusted for rounding								
						INTEREST		\$390.18
						INTEREST		75.85
						INTEREST		\$45.42
Total Interest								511.44

2026 Interest

2025 Interest

Dec		Dec	2,667.99
Nov		Nov	2,601.93
Oct		Oct	2,558.15
Sept		Sept	2,675.67
Aug		Aug	2,853.66
Jul		Jul	2,774.76
June		Jun	2,706.98
May		May	2,761.46
Apr		Apr	2,622.92
Mar		Mar	2,673.84
Feb		Feb	2,343.16
Jan	2,645.96	Jan	2,433.86
	<u>2,645.96</u> YTD Interest		<u>29,006.39</u> YTD Interest

PLEDGING ANALYSIS						
Auburn State Bank - January 2026 Pledge Analysis						
PLEDGE#	ISSUE DATE	ORIGINAL AMOUNT	MATURITY	SECURITY PLEDGED	RATING-SP/Moodys	1/31/2026
112128KN2	12/19/17	\$ 130,000.00	12/15/29	BROKEN BOW NEB GO	NR	\$ 124,326.80
187857GD3	11/27/23	\$ 900,000.00	04/01/40	CLINTON-MACOMB MI PUB LIBR	NR	\$ 809,595.00
915899RK6	03/17/21	\$ 1,000,000.00	01/15/51	UPPER MERION PA AREA SCH DIST	NR	\$ 914,670.00
3137FL7L2	03/28/19	\$ 1,300,000.00	02/25/26	FHLMC REMIC SERIES K-F60	NR	\$ 32,672.85
3137H5FZ5	04/25/23	\$ 500,000.00	11/25/30	FHLMC REMIC Series K-J37	NR	\$ 469,442.30
3137FMCW0	08/07/19	\$ 2,000,000.00	05/25/29	FHMS KF63 A	NR	\$ 865,939.63
3140LE6E2	09/20/22	\$ 500,000.00	12/01/27	FNMA MBS 2ND LIEN MULT	NR	\$ 483,582.83
3140J2QH2	10/26/23	\$ 500,000.00	12/01/30	FNMA MBS BL9455	NR	\$ 441,302.86
3140LANP6	01/01/21	\$ 500,000.00	01/01/31	FNMA MBS BLLN MULTI 7+	NR	\$ 412,365.07
3140LBB85	12/21/23	\$ 500,000.00	02/01/36	FNMA MBS BLLN MULTI 7+	NR	\$ 361,988.67
3136AYEX7	09/01/17	\$ 500,000.00	09/25/35	FNMA REMIC TRUST 2017-83	NR	\$ 79,697.44
3136BLET3	09/18/23	\$ 500,000.00	12/25/46	FNR 2022-3EA	NR	\$ 278,765.96
34682EML4	03/01/19	\$ 330,000.00	09/01/36	FORT BEND CNTY TEX MUN UTIL	NR	\$ 316,331.40
3617LUUA4	06/27/22	\$ 1,100,000.00	02/20/70	GNMA HMBS	NR	\$ 133,665.48
38378BA74	08/01/12	\$ 875,000.00	11/16/51	GNMA REMIC TRUST 2012-100 AC	NR	\$ 78,386.09
38376RB70	04/09/20	\$ 1,150,000.00	10/20/66	GNMA REMIC TRUST 2016-H23	NR	\$ 158,167.73
38383PLB5	04/09/20	\$ 1,150,000.00	10/20/66	GNMA REMIC TRUST 2022-05	NR	\$ 707,285.07
414108KB5	05/15/20	\$ 375,000.00	08/15/36	HARRIS CO TX FRESH WTR SUPP	NR	\$ 307,083.75
564386TG5	02/20/24	\$ 595,000.00	02/15/31	MANSFIELD TEX INDPT SCH DIST	NR	\$ 533,893.50
564386TA8	08/20/24	\$ 105,000.00	02/15/31	MANSFIELD TEX INDPT SCH DIST	NR	\$ 95,116.35
64044XCH2	05/15/19	\$ 290,000.00	12/15/29	NEMAHA. CO NE SCH DIST LTD TAX	NR	\$ 288,645.70
64044XCT6	06/20/24	\$ 290,000.00	12/15/29	NEMAHA. CO NE SCH DIST NO 00	NR	\$ 268,070.20
83165BBH4	03/01/19	\$ 1,000,000.00	08/25/28	SBA PC VAR QTRLY ADJ	NR	\$ 101,098.86
83165BBN1	04/18/19	\$ 1,000,000.00	07/25/29	SBA POOL VARIABLE RATE	NR	\$ 146,153.73
784420AQ4	12/15/05	\$ 1,750,000.00	12/15/05	SLC STUDENT LN TR 2005-3	NR	\$ 1,021,356.14
78443VAG7	01/25/07	\$ 1,000,000.00	01/25/42	SLM STUDENT LOAN TR 2007-1	NR	\$ 481,505.25
78443FAF4	07/19/07	\$ 1,000,000.00	01/25/43	SLM STUDENT LOAN TR 2007-5	NR	\$ 330,842.88
878867AF7	04/15/20	\$ 600,000.00	11/01/34	TECUMSEH NE RFD BDS	NR	\$ 555,372.00
91282CCE9	03/28/22	\$ 2,000,000.00	05/31/28	UNITED STATES TREASURY	NR	\$ 1,894,531.24
91282BZ94	07/18/22	\$ 500,000.00	02/15/30	UNITED STATES TREASURY	NR	\$ 458,242.19
91282CBL4	08/16/23	\$ 450,000.00	02/15/31	UNITED STATES TREASURY	NR	\$ 394,945.31
91282CBS9	08/17/22	\$ 500,000.00	03/01/28	UNITED STATES TREASURY	NR	\$ 475,527.35
682001GZ9	02/20/25	\$ 1,000,000.00	02/01/46	OMAHA PUB PWR DIST NEB ELEC REC	nr	\$ 1,029,900.00
BOOK VALUE		\$25,890,000.00			MKT. VALUE	\$15,050,469.63

Report Criteria:
Report type: Summary

Check Issue Date	Check Number	Payee	Description	Amount
02/13/2026	49640	Slater, Dave	REBATE	30.00-
02/18/2026	50684	AKRS Equipment Solutions Inc.	Hose, Fitting & Bulk Hose	89.82
02/18/2026	50685	Altec Industries Inc	Machine Screws & Standoff for Unit 12	20.15
02/18/2026	50686	American Recycling & Sanitation	CONTRACTED AMOUNT	20,145.97
02/18/2026	50687	Anderson, Aracelly	CLEANING	600.00
02/18/2026	50688	Arbor Manor	EMPLOYEE RECOGNITION	2,266.38
02/18/2026	50689	Auburn Design Shop LLC	PLAQUE- WILSON	18.11
02/18/2026	50690	B 103	COOP AD	171.00
02/18/2026	50691	Beard's Salvage	CUP BRUSH	31.90
02/18/2026	50692	Board Of Public Works	AUBURN STREE LIGHTS	26,553.62
02/18/2026	50693	Border States Industries Inc	MOULDING - WOOD SM	4,565.22
02/18/2026	50694	Brownville Concert Series	CONCERT SERIES AD 2026	50.00
02/18/2026	50695	Brownville Village Theatre	2026 AD FOR VILLAGE THEATRE	100.00
02/18/2026	50696	Bulldog Auto Supply	10W30 QT	1,374.63
02/18/2026	50697	Capital Business Systems, Inc	RICOH COPIER	404.17
02/18/2026	50698	Capital One Spark Business	CONTRACTOR FOR HEATER	5,044.07
02/18/2026	50699	Caselle Inc	CONTRACT SUPPORT	2,267.00
02/18/2026	50700	City of Auburn	FRANCHISE FEE	14,035.75
02/18/2026	50701	County Publications	MINUTES & NOTICE	114.39
02/18/2026	50702	Credit Information Services	CREDIT CHECKS	99.15
02/18/2026	50703	DHHS State of Nebraska	FLURIDE	332.00
02/18/2026	50704	Eggers Brothers Inc	HS 1/2 IN SHA DRILL BIT	71.79
02/18/2026	50705	Frontier Cooperative	TORDON RTU	511.20
02/18/2026	50706	Gilbert Services	2 TRAILER TIRES	456.28
02/18/2026	50707	Glenn's Corner Market	CLEANING SUPPLIES	148.17
02/18/2026	50708	Hawkins Inc	HYDROFLUOSILICIC ACID & CHLORINE	848.39
02/18/2026	50709	HOA Solutions Inc	SERVICE TICKET 19906	21,731.51
02/18/2026	50710	Husker Electric	CONDUIT - RIGID 3 IN	433.43
02/18/2026	50711	Itron Inc	FIELD TOOLS ADV & IMA DRIVEBY ENDPOINTS SUBSCRI	9,226.15
02/18/2026	50712	Jackson Services Inc.	MATS	2,440.30
02/18/2026	50713	Kansas Municipal Utilities	CDL/ELDT INSTRUCTOR CERTIFICATION CLASS	255.00
02/18/2026	50714	Kidwell Inc	CALL ISSUES WITH CASELLE	67.50
02/18/2026	50715	Kuhlmann, Kevin	SAFETY BOOTS	196.69
02/18/2026	50716	League Association of Risk Management	CRIME POLICY EFF 1/26/26-/26/27	7,203.64
02/18/2026	50717	Lincoln Winwater	NIPPLE - BLACK IRON 1 IN X CLOSE PIPE	2,602.66
02/18/2026	50718	Lynch's Hardware & Gifts	PLUG, OUTLET, SCREW	7.35
02/18/2026	50719	McMaster-Carr Supply Company	51985T42 - Welding Cape Sleeve Bib 20"	62.91
02/18/2026	50720	Metron-Farnier LLC	S1000D Repair Kit for 4" Smart Meter (31925)	2,068.83
02/18/2026	50721	Miller & Associates Consulting Engineers	PROFESSIONAL SERVICES	27,150.57
02/18/2026	50722	Municipal Energy Agency of Nebraska	TRAINING	2,146.50
02/18/2026	50723	Municipal Supply of NE Inc	VALVE - 1/2 IN SAMPLING BIB	446.38
02/18/2026	50724	Nebraska Dept of Environment and Energy	ANNUAL FEE	600.00
02/18/2026	50725	Nemaha County Clerk	LEIN	10.00
02/18/2026	50726	Northern Safety Co Inc	GLOVES - COLD WEATHER WATER RESISTENT	47.29
02/18/2026	50727	One Call Concepts Inc	LOCATES	54.64
02/18/2026	50728	Petty Cash	TAX FORMS	58.82
02/18/2026	50729	Pinpoint Auburn, Inc	PHONE SERVICE 2/01/2026-2/28/2026	434.33
02/18/2026	50730	PIP Marketing Signs & Print	UTILITY BILL	1,993.52
02/18/2026	50731	Sack Lumber Company	2 IN BRISTLE CHIP BRUSH	84.73
02/18/2026	50732	SECUR-SERV	CRUCIAL MEMORY MODULE	6,039.26
02/18/2026	50733	Theye, Jay	UPS Shipping Store Lincoln - for Nemaha	393.36
02/18/2026	50734	Truck Center Companies	POWER STEERING FILTER	13,120.33
02/18/2026	50735	US Cellular	MONTHLY SERVICE CHG - 1/10/2026-2/09/2026	764.55
02/18/2026	50736	Village of Brownville	WASTE WATER	11,856.59
02/18/2026	50737	Village Of Johnson	FRANCHISE FEE	4,826.33

City of Auburn
Board of Public Works

Check Register - For Board Claims - no signature line
Check Issue Dates: 2/1/2026 - 2/28/2026

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Check Issue Date	Check Number	Payee	Description	Amount
02/18/2026	50738	Village of Nemaha	GARBAGE	7,709.95
02/18/2026	50739	Water Engineering Inc	MONTHLY AGREEMENT	432.11
02/18/2026	50740	Wesco Distribution Inc	PIN - ADAPTER 5/8 IN	332.81
02/18/2026	50741	WesTech Engineering LLC	ON-SITE LAB SERVICES	3,380.00
02/18/2026	50742	Zoro Tools Inc	N1 Screw Cover 6x6x4 Steel/Gray	491.63
Grand Totals:				<u>208,958.83</u>

Report Criteria:
Report type: Summary

Check Number	Check Issue Date	Payee	Amount
50334	02/13/2026	Rogers, Grace	-42.52
50743	02/18/2026	Poellnitz, Eric	165.58
50744	02/18/2026	Rhoden, Justise	21.74
50745	02/18/2026	Shelton, Melody	57.63
50746	02/18/2026	Wolfe, Madison	253.06
50747	02/18/2026	Auburn Central Apartments LLC	101.43
50748	02/18/2026	Constantine, Emily	78.76
50749	02/18/2026	Pleiss, Daniel T	593.94
50750	02/18/2026	Region V Systems	198.48
50751	02/18/2026	State of Nebraska	117.64
50752	02/18/2026	State of Nebraska Financial Services	406.09
50753	02/18/2026	Trusow, Christopher	126.14
Grand Totals:			<u>2,077.97</u>

CHECKS WRITTEN NEED RATIFIED

AFLAC	234.16
Ameritas	9,164.92
ASB	475.00
ASSURITY	77.80
Black Hills Energy	127.80
Blue Cross Blue Shield	19,084.29
NSF Checks	597.77
Chase Paymentech	1,699.05
DIRECT DEPOSIT TOTAL	66,067.05
Guardian LIGHT	1,857.04
IBEW 1536	819.89
IRS	26,483.71
NDOR W/H	7,298.68
NE Dept of Revenue	32,174.21
NPPD	207,170.22
Point C	1,641.96
Quadient	200.00
Southwest Power Pool	40,201.37
The Principal Group	1,585.29
United Parcel Service	15.78
Verizon Wireless	90.05
WAPA	34,078.95
WEX Fleet Universal	2,084.00
Windstream	175.78
Xpress Bill Pay	1,115.96
	<u>454,520.73</u>

CLAIMS BY FUND

Electric	80,743.58
Water	50,997.01
Wastewater	45,094.57
Villages	14,327.14
Garbage	19,874.50
	<u>211,036.80</u>

January Claims Transfer Request - ASB Money Market to Checking

Vendor Claims		211,036.80	Prior Month ACH Claims	454,520.73
Prior Month ACH Claims		454,520.73	AFLAC	234.16
Payroll		175,000.00	Ameritas	9,164.92
			ASB	475.00
			ASSURITY	77.80
	Payments	<u>840,557.53</u>	Black Hills Energy	127.80
			Blue Cross Blue Shield	19,084.29
			NSF Checks	597.77
Bank Balance Checking	1/31/2026	412,435.61	Chase Paymentech	1,699.05
O/S Checks & ACH		115,499.60	DIRECT DEPOSIT TOTAL	66,067.05
O/S Deposits - 191460		13,510.24	Guardian LIGHT	1,857.04
		<u>310,446.25</u>	IBEW 1536	819.89
			IRS	26,483.71
			NDOR W/H	7,298.68
Payments - Balance		(530,111.28)	NE Dept of Revenue	32,174.21
			NPPD	207,170.22
Operational Transfer Request		637,000.00	Point C	1,641.96
			Quadient	200.00
Estimated Ending Balance		106,888.72	Southwest Power Pool	40,201.37
			The Principal Group	1,585.29
			United Parcel Service	15.78
			Verizon Wireless	90.05
			WAPA	34,078.95
			WEX Fleet Universal	2,084.00
			Windstream	175.78
			Xpress Bill Pay	1,115.96

**Cost of Unbilled
Services Provided to the City of Auburn
2026**

Month	Labor	Equipment	Materials	Street Lights	Total
				Utility Bill	
January	3,861.41	1,440.00	0.00	1,959.23	7,260.64
February					0.00
March					0.00
April					0.00
May					0.00
June					0.00
July					0.00
August					0.00
September					0.00
October					0.00
November					0.00
December					0.00
Grand Totals	\$3,861.41	\$1,440.00	\$0.00	\$1,959.23	\$7,260.64

Activity Code	Activity Description	Task Number	Task Title	Date	Hours
	Total Activity: 100 Regular:				3,171.80
	Total Activity: 200 Overtime:				186.00
	Total Activity: 300 Vacation:				308.00
	Total Activity: 401 Sick:				213.45
	Total Activity: 500 Leave Without Pay:				16.00
	Total Activity: 701 Holiday:				200.00
	Total Activity: 703 Holiday-Double:				6.00
	Total Activity: 805 Funeral Leave - Immediate Family (See Handbook):				4.00
	Total Activity: 810 Peru - Regular:				4.00
	Total Activity: 812 Nemaha - Regular:				14.50
	Total Activity: 814 Brownville - Regular:				4.00
	Total Activity: 901 Comp Time Used:				50.25
	Total Activity: 902 Comp Time Earned:				6.25
	Total Activity: 903 Holiday Double CTE:				2.00
	Grand Totals:				<u>4,186.25</u>

**Village of Brownville
2026 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Labor for Billing	350.00												350.00
Billing Charge per Bill	58.50												58.50
Verizon SCADA													0.00
Shipping Samples													0.00
Mileage													0.00
Materials													0.00
Credit													0.00
Water Meters													0.00
Meals													0.00
Labor - Electric REG	280.00												280.00
Labor - Elec OT													0.00
Labor- Water REG													0.00
Labor- WW REG													0.00
Labor- Admin REG													0.00
Labor - Water OT													0.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment	160.00												160.00
Monthly Totals	848.50	0.00	848.50										

**Village of Johnson
2026 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Shipping Samples													0.00
Mileage													0.00
Materials													0.00
Water Meters													0.00
Meals													0.00
Labor - Electric REG													0.00
Labor- Water REG													0.00
Labor- WW REG													0.00
Labor- Admin REG													0.00
Labor - Water OT													0.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment													0.00
Monthly Totals	0.00												

**Village of Nemaha
2026 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Labor for Billing	280.00												280.00
Billing Charge per Bill	50.00												50.00
Verizon SCADA	40.01												0.00
Shipping Samples													0.00
Mileage	220.04												220.04
Materials													0.00
Water Meters													0.00
Meals													0.00
Misc													0.00
Labor - Elec REG													0.00
Labor- Water REG	1085.00												1,085.00
Labor- WW REG													0.00
Labor- Admin REG													0.00
Labor - Water OT													0.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment													0.00
Monthly Totals	1,675.05	0.00	1,635.04										

**City of Peru
2026 Costs Incurred and Billed**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Verizon SCADA	50.04												50.04
Shipping Samples													0.00
Mileage	37.70												37.70
Materials													0.00
Water Meters													0.00
Bulk Water													0.00
Meals													0.00
Finance Fees													0.00
Labor- Water REG	280.00												280.00
Labor- WW REG													0.00
Labor- Admin REG													0.00
Labor - Water OT/CTE													0.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment													0.00
Monthly Totals	367.74	0.00	367.74										