

BOARD OF PUBLIC WORKS

Auburn, Nebraska



Board Packet

May 17th at 11:30 a.m.

BPW Board Room

1600 O Street

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

**AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF PUBLIC WORKS TO BE HELD MAY 17, 2023, 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 non-agenda items may speak at this time. We request that you limit your speaking time to ten minutes per meeting.
- 4) **Discussion / action - HEALTH INSURANCE BENEFITS** – Review of benefit renewal and request to approve.
- 5) **Discussion / action – BPW LONG TERM WATER SOURCE MAPPING** – Information will be provided on NRD electromagnetic flyover and options for BPW to map specific sites. Jon Mohr will be present and be available for questions. Board approval is requested to move forward with the project.
- 6) **Discussion / action – 15 KV SWITCHGEAR PROJECT** – Completion of outstanding items has been approved and approval to provide payment to H.K. Scholz is requested.
- 7) **Discussion / action – WWTP BOND PAYMENT** – Board approval is requested to transfer funds and pay the WWTP bond payment due June 15th in the amount of \$119,446.25.
- 8) **Discussion / action – CD RENEWAL** - BPW has two Certificates of Deposits maturing May 26, 2023. Board approval is requested to renew CD's locally at the best available interest rate.
- 9) **Discussion / action – OPEN POSITIONS** – Update on open positions. Request authorization to continue moving forward to fill two positions.
- 10) **Discussion / action – CATALYST RECERTIFICATION** – Board approval is requested to contract with Olsson to complete testing as required by the EPA at a cost of \$29,700.00.
- 11) **Discussion / action – METER BOX LEAD TIMES** – Update on Meter Box lead times.
- 12) **Discussion / action – SERVICE VAN** – Request Board approval to list service van that is no longer operational for sale locally.
- 13) **Discussion / action – PERU WATER LINE** – Update on the Peru water line.
- 14) **Discussion / action – APPRAISAL – SEWER LINE LINING PROJECT EASEMENT** – Update on easement.
- 15) **Discussion / action - ROOF BIDS** – Update on roof replacement.
- 16) **Discussion / action – FEMA AUDIT – 2019 Floods** – Update on FEMA audit.
- 17) **Discussion / action – GENERAL MANAGER** – Board action on General Manager position.

18) Discussion / action – TRAILER PARK BILLING ISSUES – Update on trailer park billing request. Request guidance on billing.

19) Discussion / action – FINANCIALS:

- a. Investments: All things cash: reconciliations, pledging, CDs, allocations

20) Discussion / action – GENERAL CONSENT ITEMS:

- a. Approve previous meeting's 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.

21) REPORTS:

- a. Electric
- b. Power plant
- c. Water/Wastewater
- d. Office

22) Adjourn to the next regular meeting of the Board to be held June 21, 2023 at 11:30 a.m. at the BPW Board Room.

BPW BOARD UPDATE

MAY 15, 2023

HEALTH INSURANCE BENEFITS – Leah from USI will be down to present health insurance benefits. Our health insurance through LARM will have a 4% rate increase with no changes in coverage. The dental renewal would have a 3% increase, no increase in the vision plan. The HRA monthly minimum fee will increase slightly from \$50.00 to \$75.00. The Mutual of Omaha plan which contains the \$20,000.00 life insurance policy, and the voluntary plans will have no increases. The Guardian Life/AD&D will increase \$.04 per \$1,000.00 in coverage, but we will not see changes in the LTD or dependent life rates. The plans continue to comply with our Union negotiated agreement. We request Board approval to renew the benefits and move forward with open enrollment.

BPW LONG TERM WATER SOURCE MAPPING – NRD is flying the 2023 Airborne Electromagnetic flight in July 2023 to map water levels. BPW can request specific locations for the flyover in efforts to locate potential well sites. NRD would provide the information to BPW at no cost. We would like to provide NRD with these locations. Jon Mohr, Project Manager from LRE Water will be available to discuss the process of analyzing prior studies, test sites and historical data to eliminate areas that are not likely to be a good site and focus on areas that water levels are unknown or need more data to determine potential resources. To provide NRD direction, we need Board approval to move this project forward by the July 2023 scheduled flyover date. The estimated cost for this project is \$26,500.00.

15 KV SWITCHGEAR PROJECT – Items that prior GM Hunter was working on have been completed. Electric Manager Kuhlmann reviewed the list and confirms that all items on the list are done, and the final payment can be made in the amount of \$68,937.15. Approval to complete the final payment to H.K Scholz is requested.

WWTP BOND PAYMENT – We are requesting Board approval for the electronic transfer of \$80,000.00 for principal and \$39,446.25 for interest to make the WWTP bond payment due June 15th. A combined total of \$119,446.25 will be transferred.

CD RENEWAL – CD's #24384 and #24385 will reach maturity May 26, 2023, with values of \$536,135.08 for #24384 and \$280,622.56 for #24385. Rates for both CDs were 3.14%. We need Board approval to renew these CD's at the best available interest rate locally. We will present one CD in June that will mature July 3, 2023.

OPEN POSITIONS – BPW is still short two positions. We would like to advertise for a Power Plant Operator, a Water Operator, and a General Service Technician. The Water Operator is to replace a Water/Wastewater operator who was promoted to a manager position and the Power Plant position is to replace an open position from last year. If we find someone that has basic skills, but does not qualify for an operator position, we will hire the General Service Tech and train as needed.

CATALYST RECERTIFICATION – Olsson has provided a quote to complete the stack testing for \$29,700.00. This includes four days of setup, testing and verifying data logger setup and verification per compliance requirements. An extension for the recertification has been requested and we are waiting for a response from the Nebraska Department of Environment and Energy. We request approval to sign the contract to move forward with testing.

METER SOCKET BOX LEAD TIMES – BPW has received feedback from vendors that some meter sockets that originally had a 30-week lead time, now are not beginning production until the beginning of 2024. Our purchasing agent is pressuring them to honor the original delivery estimates, but it appears these will not be available for an extended time frame. We will not release any that we have in inventory unless we have an emergency in the hopes that we can hold out until the manufacturer begins production again.

SERVICE VAN - We have a van that is no longer in service. The value is not high enough to put on Big Iron, therefore we would like to place it for sale locally. Board approval is requested to place the ad.

PERU WATER LINE –The temporary booster pump is hooked up and rotation has been checked. They have started pushing water to fill the line and they will start building the booster house. Estimated time for the completion of the booster house is the end of July.

BPW BOARD UPDATE

MAY 15, 2023

APPRAISAL – SEWER LINE LINING PROJECT EASEMENT – Great Plains is projecting a completion date of May 31st.

ROOF BIDS UPDATE - We have not received any feedback from White Castle.

FEMA AUDIT – Olsson has been contacted as the project engineer to provide documents that are needed for the audit. They have provided the information requested. We will continue to work with the auditors to provide any additional information needed.

GENERAL MANAGER – Board review and action to be taken for proposed job description and posting for the General Manager position.

TRAILER PARK BILLING – We have a request from a trailer park owner to update billing. Alan will provide information and request directions on how to proceed.

REPORTS – Report items will not be reviewed during the meeting unless Board Members have questions.

ELECTRIC – Crews have been working on line maintenance and pole changes from the list developed during earlier pole inspections. Underground service installations are in process and will be continuing. We are waiting for a good weather week to do our spring brush spraying on some rural lines. Spraying has greatly cut down on the amount of unwanted brush in the right of ways that the guys would have to normally cut out.

POWER PLANT – The guys have been working to get the cooling towers cleaned and inspected to be ready for the summer season. We are working with Water Engineering to get a monthly test program going for our tower water system. This is the same company who currently tests our engine jacket water each month, so it will work well to have them also do our tower water. They anticipate one chemical should keep the system protected well. Some painting on the outdoor piping is also happening. We are working with Olsson to get the stack testing completed. They are estimating a July date for all the units.

WATER/WASTEWATER – Update on Well 20, pending the weather, Dave Pieters is going to start the week of May 15th with the footings, walls, and floor. Midwest-Structures will start on the building after the concrete work is finished. Well 4 is making a noise, Layne Christensen has been contacted. They are sending a crew to pull the pump and motor out; they plan to start the week of May 8th. Suez started well cleaning on May 1st and has completed all wells except Well 20 as it is out of service. They will come back and service this well later. There are 3 years left of this service contract. There was an emergency sewer call in Brownville on April 29th per a call from Brownville Board member Marty Hayes. We completed sewer maintenance, jetting, and a sewer camera inspection in the known trouble location. BPW responded to a sewage backup at 820 10th Street in Auburn. It was found to have a brick and some broken sewer tile from an upstream manhole, with the combination of grease and tree roots. We have put this on the trouble list; we will clean, and camera inspect annually to ensure no problems exist. The Head Tank was power washed at the Water Treatment Plant. Moss and manganese stains were removed on the outside of the tank. A rust spot was touched up at the top of the tank. Fifteen fire hydrants without isolation valves remain to be replaced. The Wastewater Treatment Plant's north clarifier skimmer motor needs rebuilt. We have sent it to be rewound at Power

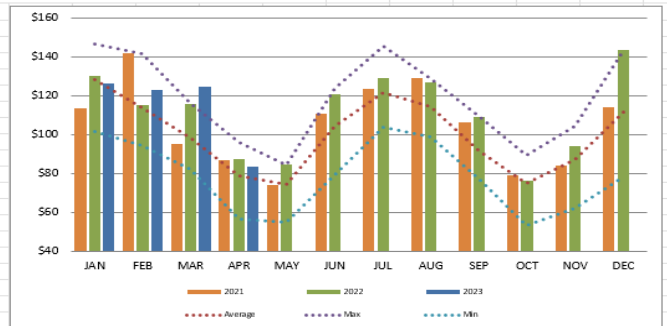
Motor Sales and Service in Beatrice. The cost is estimated to be \$200.00 to \$1,000.00. Reservoir Lining Quote: Fab-Seal 60Mil PVC liners \$228,578.20; NTU Analyzers Will Quote: 5 - HACH Turbidity Analyzers \$27,714.59. These items are projected to need replaced or updated in the future.

OFFICE – The office staff have been handing out new resident bags to customers moving into the City of Auburn. The Chamber of Commerce will provide the bags as needed. Reports for electric and water sales have been updated and are included in the packet.

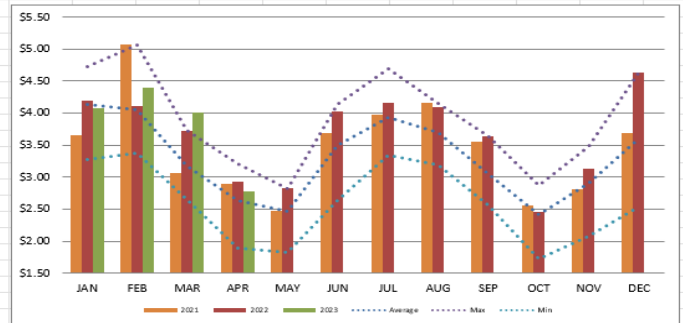
BPW BOARD UPDATE

MAY 15, 2023

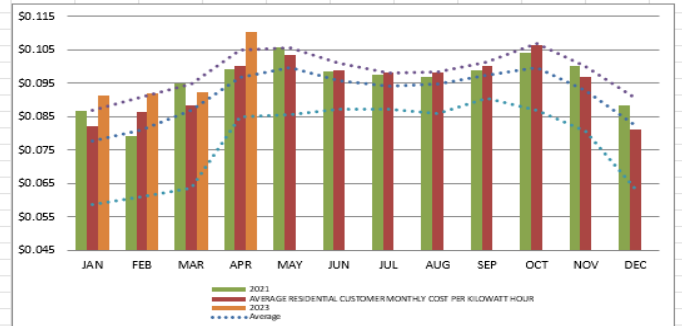
AVERAGE RESIDENTIAL CUSTOMER MONTHLY COST						
	2019	2020	2021	2022	2023	
JAN	\$141	\$133	\$113	\$130	\$126	Average
FEB	\$133	\$111	\$142	\$115	\$123	Max
MAR	\$116	\$96	\$95	\$116	\$124	Min
APR	\$82	\$92	\$87	\$88	\$83	
MAY	\$82	\$75	\$74	\$85		
JUN	\$93	\$114	\$111	\$121		
JUL	\$135	\$146	\$123	\$129		
AUG	\$118	\$111	\$129	\$127		
SEP	\$100	\$92	\$106	\$109		
OCT	\$88	\$89	\$79	\$76		
NOV	\$97	\$85	\$84	\$94		
DEC	\$116	\$114	\$114	\$143		
Yearly Average	\$108	\$105	\$105	\$111	\$114	
Max	\$141	\$146	\$142	\$143	\$126	
Min	\$82	\$75	\$74	\$76	\$83	
Summer	\$111	\$116	\$117	\$121		
Winter	\$107	\$100	\$99	\$106	\$114	



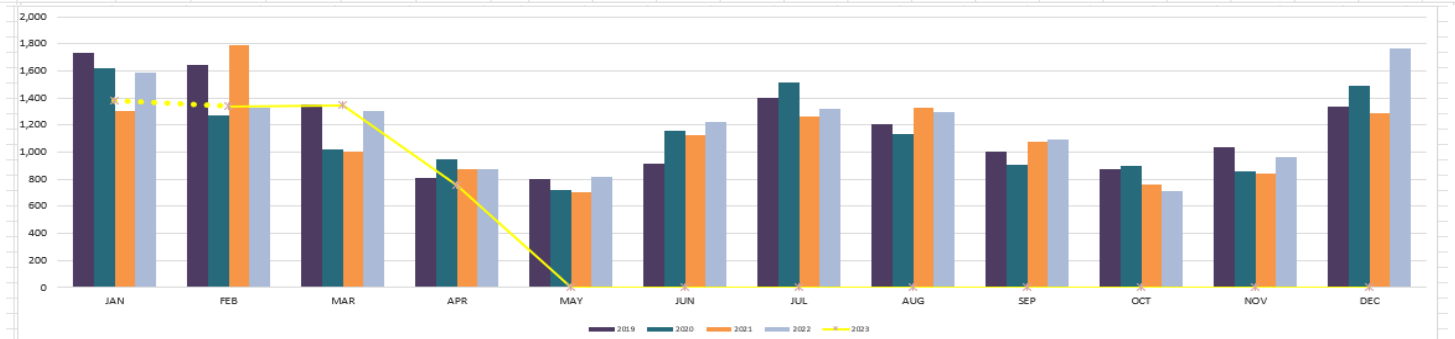
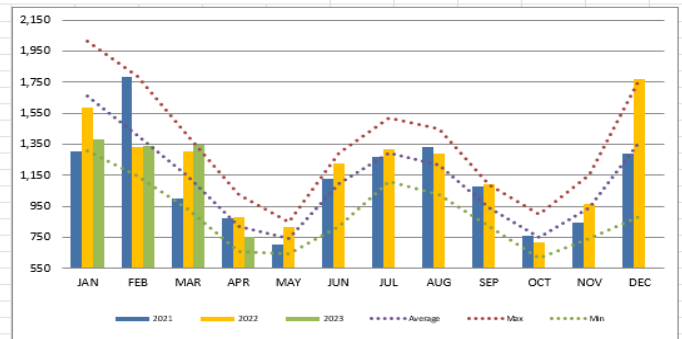
AVERAGE COST PER DAY						
	2019	2020	2021	2022	2023	
31 JAN	\$4.53	\$4.29	\$3.66	\$4.20	\$4.08	Average
28 FEB	\$4.75	\$3.96	\$5.07	\$4.11	\$4.39	Max
31 MAR	\$3.74	\$3.10	\$3.07	\$3.73	\$4.01	Min
30 APR	\$2.73	\$3.06	\$2.89	\$2.92	\$2.78	
30 MAY	\$2.74	\$2.51	\$2.47	\$2.82		
30 JUN	\$3.09	\$3.80	\$3.69	\$4.02		
31 JUL	\$4.37	\$4.70	\$3.98	\$4.16		
31 AUG	\$3.80	\$3.59	\$4.16	\$4.09		
30 SEP	\$3.34	\$3.06	\$3.55	\$3.64		
31 OCT	\$2.83	\$2.88	\$2.56	\$2.46		
30 NOV	\$3.23	\$2.84	\$2.81	\$3.13		
31 DEC	\$3.75	\$3.69	\$3.68	\$4.63		
Yearly Average	\$3.57	\$3.46	\$3.47	\$3.66	\$3.82	
Max	\$4.75	\$4.70	\$5.07	\$4.63	\$4.39	
Min	\$2.73	\$2.51	\$2.47	\$2.46	\$2.78	
Summer	\$3.65	\$3.79	\$3.85	\$3.98		
Winter	\$3.54	\$3.29	\$3.28	\$3.50	\$3.82	



AVERAGE RESIDENTIAL CUSTOMER MONTHLY COST PER KILOWATT HOUR						
	2019	2020	2021	2022	2023	
JAN	\$0.081	\$0.082	\$0.087	\$0.082	\$0.091	Average
FEB	\$0.081	\$0.087	\$0.079	\$0.087	\$0.092	Max
MAR	\$0.086	\$0.094	\$0.095	\$0.088	\$0.092	Min
APR	\$0.101	\$0.097	\$0.099	\$0.100	\$0.110	
MAY	\$0.102	\$0.105	\$0.106	\$0.103		
JUN	\$0.101	\$0.098	\$0.099	\$0.099		
JUL	\$0.097	\$0.096	\$0.097	\$0.098		
AUG	\$0.098	\$0.098	\$0.097	\$0.098		
SEP	\$0.100	\$0.101	\$0.099	\$0.100		
OCT	\$0.100	\$0.099	\$0.104	\$0.106		
NOV	\$0.093	\$0.099	\$0.100	\$0.097		
DEC	\$0.087	\$0.077	\$0.088	\$0.081		
Yearly Average	\$0.0939	\$0.0945	\$0.0959	\$0.0950	\$0.0965	
Max	\$0.1020	\$0.1046	\$0.1057	\$0.1064	\$0.1105	
Min	\$0.0809	\$0.0769	\$0.0793	\$0.0811	\$0.0914	
Summer	\$0.0988	\$0.0984	\$0.0980	\$0.0988		
Winter	\$0.0914	\$0.0926	\$0.0948	\$0.0932	\$0.0965	



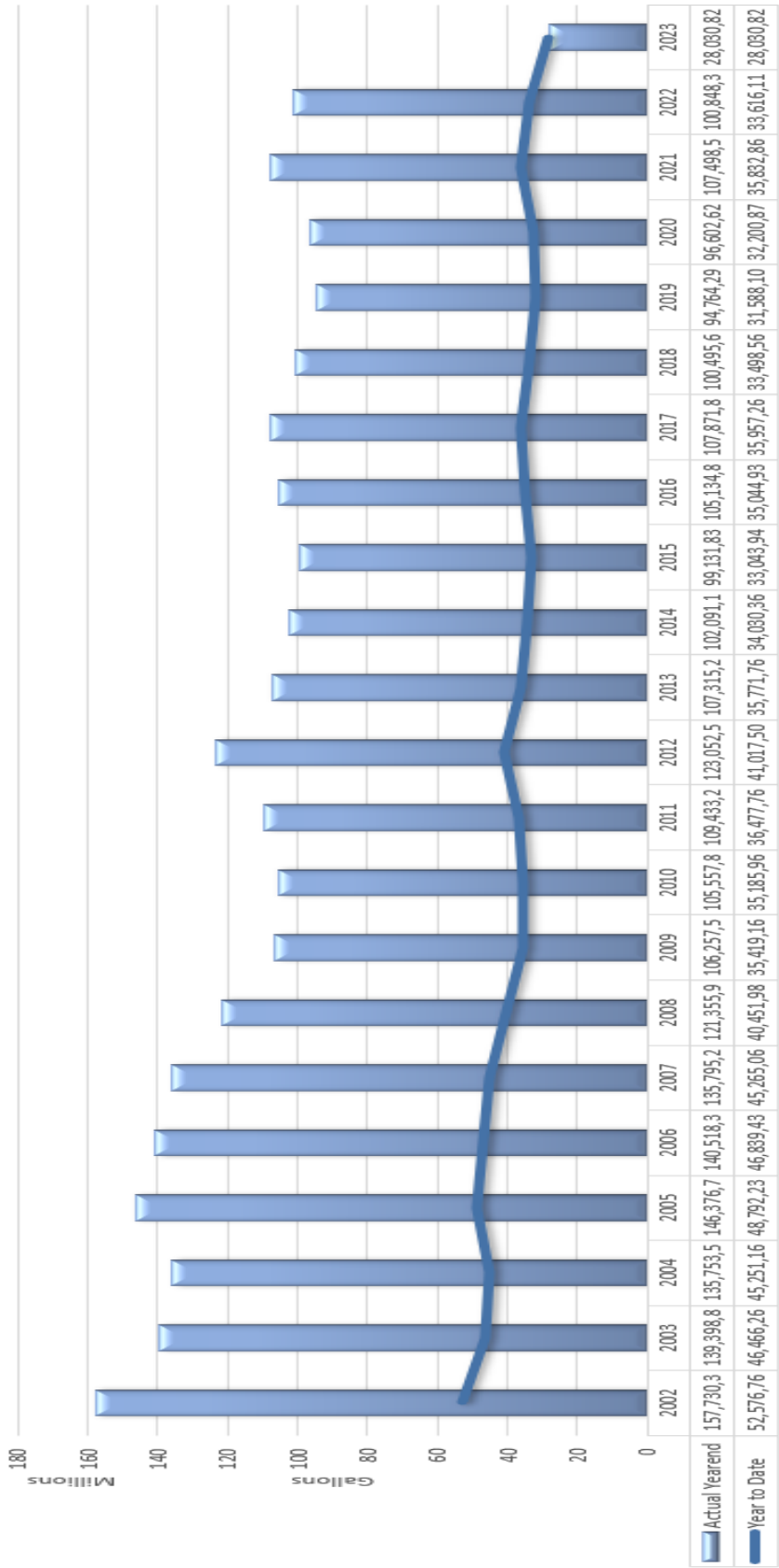
	2019	2020	2021	2022	2023	
JAN	1,737	1,620	1,305	1,584	1,383	Average
FEB	1,644	1,271	1,788	1,330	1,340	Max
MAR	1,349	1,021	1,003	1,307	1,349	Min
APR	809	947	874	877	756	
MAY	805	721	701	819		
JUN	916	1,161	1,124	1,223		
JUL	1,401	1,519	1,266	1,317		
AUG	1,204	1,131	1,329	1,293		
SEP	1,004	910	1,076	1,090		
OCT	874	899	762	716		
NOV	1,037	857	842	968		
DEC	1,339	1,487	1,291	1,768		
Yearly Average	1,177	1,129	1,113	1,191	1,207	
Max	1,737	1,620	1,788	1,768	1,383	
Min	805	721	701	716	756	
Summer	1,131	1,180	1,199	1,231		
Winter	1,136	1,079	968	1,148	1,162	



BPW BOARD UPDATE

MAY 15, 2023

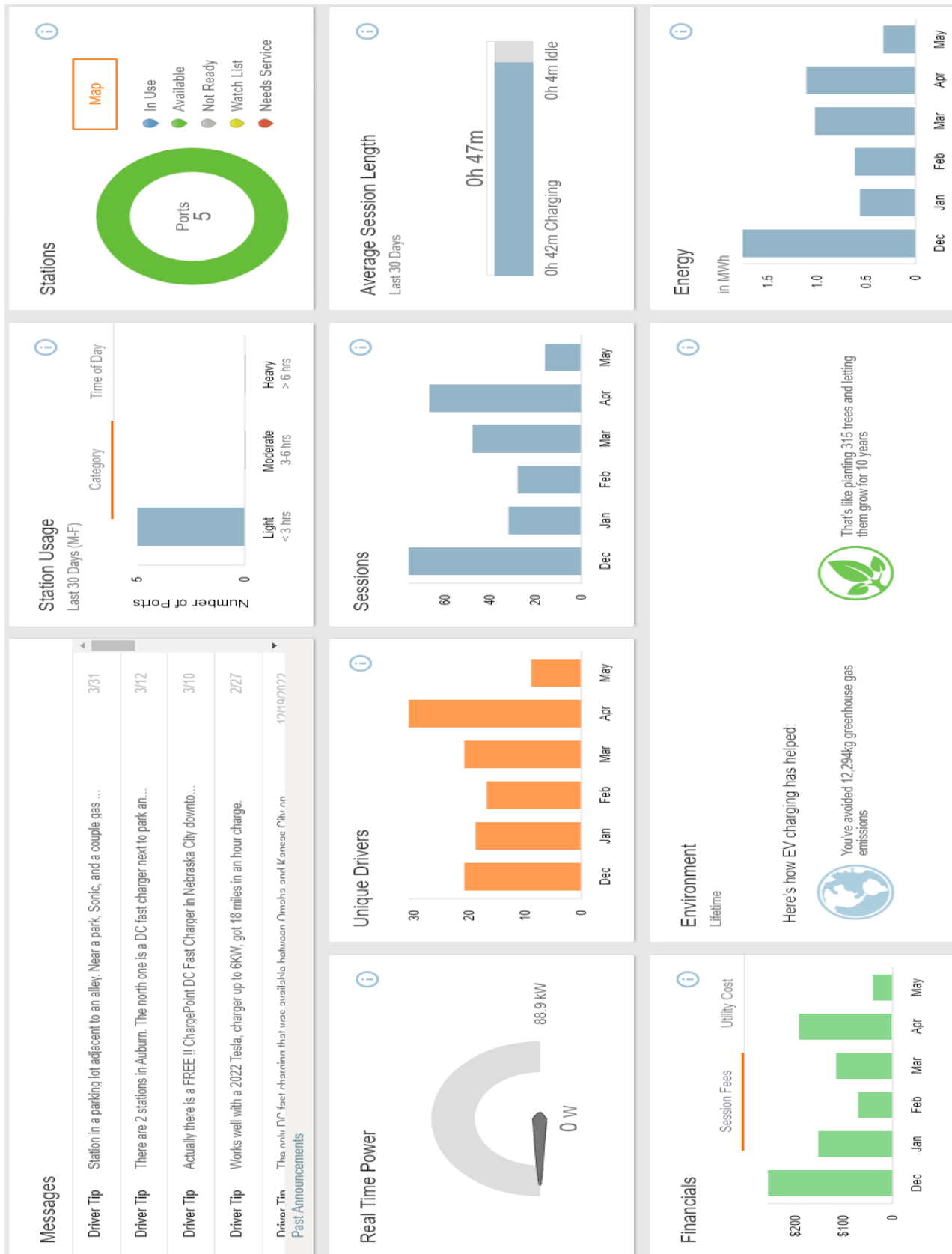
Water Sales Total in Gallons / Year to Date



BPW BOARD UPDATE

MAY 15, 2023

EV CHARGE POINT STATIONS USAGE REPORT



Total Customers this Month		Days of Month
Total Customer Minutes this Month		30

Outage Totals			
		This Month	This Month Last Year
Unscheduled Outages			
Long	# Outages	5	0
	# Customers Out	9	-
	# Minutes Out	552	-
	# Customer Minutes Out	668	-
	# Within City System	5	0
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	-
	# Within City System	0	0
	# Supply to City Minutes	0	0
Scheduled Outages			
Long	# Outages	7	3
	# Customers Out	17	10
	# Minutes Out	320	62
	# Customer Minutes Out	1,070	180
	# Within City System	7	3
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Totals			
Total Long Outages		12	3
Total Short Outages (Blinks)		0	0
Total Customers Out (Long)		26	10
Total Customers Affected (Short- Blinks)		0	-
Total Customer Minutes Out		1,738	180
Total Outages Within City System		12	3
Total Outages in Supply to City		0	0

Number of Outages (by Cause)					
Cause #	Description	Total This Month	This Month Last Year	Rolling AT	% AT
0	Supply to City	0	0	0	#####
1	Overhead Equipment Failure	0	0	0	#####
2	Underground Equipment Failure	1	0	0	#####
3	Weather	3	0	0	#####
4	Birds, Animals, Snakes, etc.	0	0	0	#####
5	Trees	0	0	0	#####
6	Foreign Interference	0	0	0	#####
7	Human	1	1	0	#####
8	Other	7	3	0	#####
9	Unknown	0	0	0	#####
Total		12	4	0	

12 Month Outage Statistics		
Index	As of This Month	As of This Month Last Year
ASAI (%)		99.9863
CAIDI (Long) (min)		89.26
SAIDI (Long) (min)		72.05
SAIFI (Long) (ints/tot cust)		0.81
SAIFI (Short) (ints/tot cust)		0.00

ASAI - Average Service Availability Index
(customer minutes available/total customer minutes, as a %)

CAIDI - Customer Average Interruption Duration Index
(average minutes interrupted per interrupted customer)

SAIDI - System Average Interruption Duration Index
(average minutes interrupted per customer for all customers)

SAIFI (Long) - System Average Interruption Frequency Index
(# of long interruptions per customer for all customers)

SAIFI (Short) - System Average Interruption Frequency Index
(# of short interruptions per customer for all customers)

S/U - Scheduled or Unscheduled

Ints - # of Interruptions

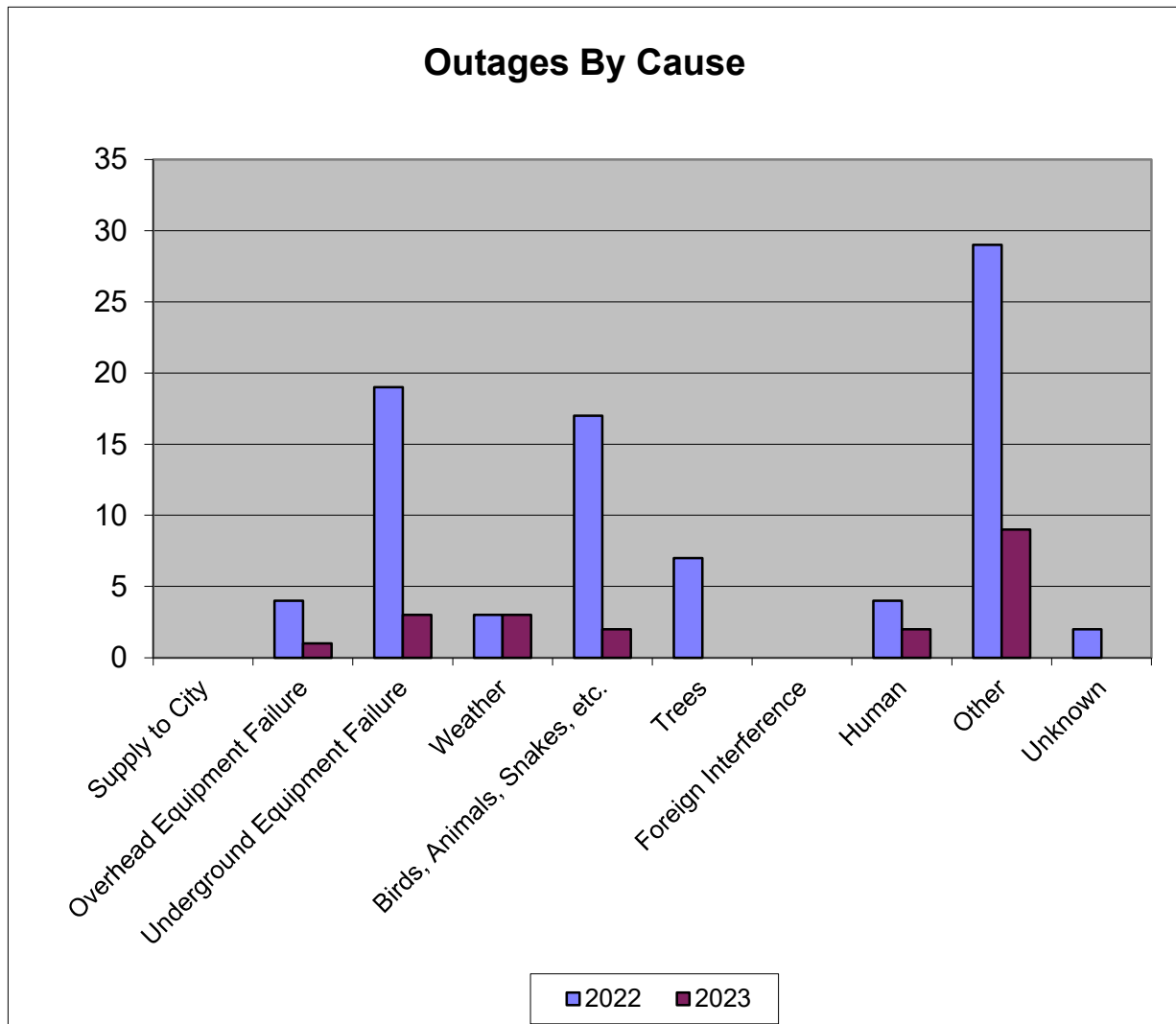
Long - >1 min; Short - <1 min

Cause # - see table on page 3

Outage Reasons

5/14/2023

Number of Outages (by Cause)	2022	2023	Increase
Supply to City	0	0	0%
Overhead Equipment Failure	4	1	-75%
Underground Equipment Failure	19	3	-84%
Weather	3	3	0%
Birds, Animals, Snakes, etc.	17	2	-88%
Trees	7	0	-7%
Foreign Interference	0	0	0%
Human	4	2	-50%
Other	29	9	-69%
Unknown	2	0	-2%



Combined Financial Statements														
2023	YTD	Dec 2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	YTD	Apr 2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	2,758,237	0	0	0	0	0	0	0	0	2,758,237	596,643 0	729,447	709,146	723,002
Total Other Revenue	700,970	0	0	0	0	0	0	0	0	700,970	597,031	10,981	23,706	69,252
Total Non Operating Rev	102,408	0	0	0	0	0	0	0	0	102,408	96,038 0	1,491	706	4,173
TOTAL REVENUE	3,561,616	0	0	0	0	0	0	0	0	3,561,616	1,289,712 0	741,919	733,558	796,427
Total Operating Exp	(1,612,858)	0	0	0	0	0	0	0	0	(1,612,858)	(356,916) 0	(403,594)	(422,855)	(429,493)
Total Admin & Gen Exp	(538,599)	0	0	0	0	0	0	0	0	(538,599)	(126,683) 0	(150,221)	(136,291)	(125,404)
Total Depreciation Exp	(319,020)	0	0	0	0	0	0	0	0	(319,020)	(79,755) 0	(79,755)	(79,755)	(79,755)
Total Non Operating Exp	(33,681)	0	0	0	0	0	0	0	0	(33,681)	(9,038) 0	(8,878)	(8,661)	(7,104)
TOTAL EXPENSES	(2,504,158)	0	0	0	0	0	0	0	0	(2,504,158)	(572,392) 0	(642,449)	(647,562)	(641,756)
NET INCOME	1,057,457	0	0	0	0	0	0	0	0	1,057,457	717,320 0	99,471	85,996	154,671
less W & WW P&I	226,751	0	0	0	0	0	0	0	0	226,751	56,688	56,688	56,688	56,687
Adjusted Net Income	830,706	0	0	0	0	0	0	0	0	830,706	660,632	42,783	29,308	97,983
2022	YTD	Dec 2022	Nov 2022	Oct 2022	Sept 2022	Aug 2022	Jul 2022	Jun 2022	May 2022	YTD	Apr 2022	Mar 2022	Feb 2022	Jan 2022
Total Operating Rev	8,228,289	776,224	626,196	601,139	729,239	769,011	746,215	722,599	599,620	2,658,045	582,223	689,182	676,370	710,271
Total Other Revenue	463,494	32,313	33,832	34,466	57,517	39,432	36,047	35,968	38,358	155,561	32,480	58,547	31,713	32,821
Total Non Operating Rev	245,964	18,110	10,219	74,503	1,564	10,006	10,344	13,223	5,679	102,317	70,315	2,328	21,436	8,237
TOTAL REVENUE	8,937,747	826,648	670,247	710,108	788,320	818,449	792,606	771,789	643,657	2,915,923	685,017	750,058	729,518	751,330
Total Operating Exp	(5,113,024)	(525,635)	(379,143)	(377,162)	(470,920)	(454,941)	(450,533)	(457,194)	(368,254)	(1,629,241)	(349,805)	(395,488)	(405,648)	(478,301)
Total Admin & Gen Exp	(1,554,558)	(129,928)	(124,763)	(132,155)	(122,017)	(148,687)	(123,266)	(114,768)	(129,516)	(529,458)	(138,653)	(151,302)	(107,385)	(132,119)
Total Depreciation Exp	(957,060)	(79,755)	(79,755)	(79,755)	(79,755)	(79,755)	(79,755)	(79,755)	(79,755)	(319,020)	(79,755)	(79,755)	(79,755)	(79,755)
Total Non Operating Exp	(114,062)	(6,618)	(6,010)	(6,211)	(12,137)	(7,257)	(12,667)	(9,268)	(7,538)	(46,357)	6,018	(31,958)	(7,340)	(13,076)
TOTAL EXPENSES	(7,738,703)	(741,936)	(589,671)	(595,283)	(684,829)	(690,640)	(666,221)	(660,985)	(585,064)	(2,524,076)	(562,195)	(658,502)	(600,128)	(703,250)
NET INCOME	1,199,013	84,713	80,545	114,826	103,491	127,809	126,385	110,805	58,593	391,847	122,822	91,555	129,391	48,080
less P&I Payment	677,064	56,422	56,422	56,422	56,422	56,422	56,422	56,422	56,422	225,688	56,422	56,422	56,422	56,422
Adjusted Net Income	521,949	28,291	24,123	58,404	47,069	71,387	69,963	54,383	2,171	166,159	66,400	35,133	72,969	(8,342)

Electric Department													
									YTD				
2023	Dec 2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	4/30/2023	Apr 2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	0	0	0	0	0	0	0	0	2,090,657	428,952	560,708	545,407	555,590
Total Other Revenue	0	0	0	0	0	0	0	0	127,489	21,107	25,647	24,722	56,013
Total Non Operating Rev	0	0	0	0	0	0	0	0	89,027	74,856	6,326	3,147	4,699
TOTAL REVENUE	0	0	0	0	0	0	0	0	2,307,173	524,915	592,680	573,276	616,302
Total Operating Exp	0	0	0	0	0	0	0	0	(1,311,879)	(284,174)	(333,677)	(345,300)	(348,728)
Total Admin & Gen Exp	0	0	0	0	0	0	0	0	(356,941)	(82,856)	(101,679)	(88,551)	(83,855)
Total Depreciation Exp	0	0	0	0	0	0	0	0	(127,476)	(31,869)	(31,869)	(31,869)	(31,869)
Total Non Operating Exp	0	0	0	0	0	0	0	0	(2,351)	(391)	(1,568)	(392)	0
TOTAL EXPENSES	0	0	0	0	0	0	0	0	(1,798,647)	(399,290)	(468,793)	(466,112)	(464,452)
NET INCOME	0	0	0	0	0	0	0	0	508,526	125,625	123,887	107,165	151,849
									YTD				
2022	Dec 2022	Nov 2022	Oct 2022	Sept 2022	Aug 2022	Jul 2022	Jun 2022	May 2022	4/30/2022	Apr 2022	Mar 2022	Feb 2022	Jan 2022
Total Operating Rev	610,183	459,627	426,487	548,167	586,567	572,365	552,251	436,293	0	2,011,205	422,074	525,926	541,605
Total Other Revenue	22,102	17,996	18,503	22,417	22,824	22,369	23,370	25,351	108,511	20,731	47,880	20,073	19,827
Total Non Operating Rev	11,797	8,751	59,713	320	5,021	9,909	8,731	5,703	83,150	60,498	2,196	14,690	5,766
TOTAL REVENUE	644,082	486,374	504,703	570,904	614,412	604,643	584,351	467,346	2,202,866	503,302	576,003	556,364	567,197
Total Operating Exp	(435,266)	(286,797)	(304,052)	(328,777)	(381,567)	(379,874)	(392,088)	(310,713)	(1,372,874)	(278,333)	(327,173)	(344,412)	(412,079)
Total Admin & Gen Exp	(88,944)	(73,968)	(80,120)	(77,240)	(101,385)	(84,233)	(72,664)	(89,350)	(328,610)	(77,875)	(90,894)	(69,790)	(90,051)
Total Depreciation Exp	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)	(31,869)	0	(31,869)	(31,869)	(31,869)	(31,869)
Total Non Operating Exp	(142)	(70)	(142)	(2,676)	(429)	0	0	(101)	(11,537)	17,506	(23,707)	98	(5,435)
TOTAL EXPENSES	(556,221)	(392,704)	(416,183)	(440,562)	(515,250)	(495,976)	(496,621)	(432,033)	(1,713,021)	(370,571)	(473,643)	(445,973)	(539,434)
NET INCOME	87,861	93,670	88,520	130,342	99,162	108,667	87,730	35,313	489,845	132,732	102,360	110,390	27,763

Water Department													
									YTD				
2023	Dec 2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	4/30/2023	Apr 2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	0	0	0	0	0	0	0	0	296,350	74,858	76,823	70,958	73,711
Total Other Revenue	0	0	0	0	0	0	0	0	611,485	572,353	8,669	20,932	9,531
Total Non Operating Rev	0	0	0	0	0	0	0	0	** Peru connection fee 5,331	6,113	73	(502)	(354)
TOTAL REVENUE	0	0	0	0	0	0	0	0	913,165	653,324	85,565	91,389	82,888
Total Operating Exp	0	0	0	0	0	0	0	0	(142,345)	(31,953)	(31,792)	(38,205)	(40,395)
Total Admin & Gene Exp	0	0	0	0	0	0	0	0	(112,367)	(26,903)	(30,076)	(29,930)	(25,458)
Total Depreciation Exp	0	0	0	0	0	0	0	0	(95,772)	(23,943)	(23,943)	(23,943)	(23,943)
Total Non Operating Exp	0	0	0	0	0	0	0	0	(29,118)	(8,117)	(6,687)	(7,739)	(6,574)
TOTAL EXPENSES	0	0	0	0	0	0	0	0	(379,603)	(90,916)	(92,499)	(99,818)	(96,370)
NET INCOME	0	0	0	0	0	0	0	0	533,563	562,408	(6,934)	(8,430)	(13,482)
less P&I Accrual for NEDQ									79,632	19,908	19,908	19,908	19,908
Adjusted Net Income	0	0	0	0	0	0	0	0	453,931	542,500	(26,842)	(28,338)	(33,389)
									565,000	(565,000)			
									(111,069)	(22,500)			
2022	Dec 2022	Nov 2022	Oct 2022	Sept 2022	Aug 2022	Jul 2022	Jun 2022	May 2022	YTD 4/30/2022	Apr 2022	Mar 2022	Feb 2022	Jan 2022
Total Operating Rev	73,856	70,531	81,630	88,851	91,633	82,985	82,373	75,474	293,585	70,564	76,348	67,331	79,342
Total Other Revenue	\$8,282	\$11,896	\$10,991	\$32,450	\$13,061	\$9,749	\$10,390	\$9,967	\$38,098	\$10,011	\$7,853	\$9,686	\$10,548
Total Non Operating Rev	\$5,059	\$122	\$4,200	\$815	\$4,127	\$37	\$4,168	(\$261)	\$5,803	\$152	(\$55)	\$3,432	\$2,275
TOTAL REVENUE	\$87,197	\$82,548	\$96,822	\$122,116	\$108,820	\$92,771	\$96,932	\$85,180	337,486	80,726	84,146	80,449	92,165
Total Operating Exp	(\$41,459)	(\$47,688)	(\$33,979)	(\$107,352)	(\$36,653)	(\$38,517)	(\$28,832)	(\$22,522)	(\$102,896)	(\$25,256)	(\$24,667)	(\$23,707)	(\$29,266)
Total Admin & General Exp	(\$26,556)	(\$30,522)	(\$35,622)	(\$28,618)	(\$30,786)	(\$23,932)	(\$28,436)	(\$24,454)	(\$122,060)	(\$34,832)	(\$35,909)	(\$24,672)	(\$26,647)
Total Depreciation Exp	(\$23,943)	(\$23,943)	(\$23,943)	(\$23,943)	(\$23,943)	(23,943)	(23,943)	(23,943)	(95,772)	(23,943)	(23,943)	(23,943)	(23,943)
Total Non Operating Exp	(\$5,946)	(\$5,410)	(\$5,539)	(\$8,732)	(\$6,139)	(\$11,978)	(\$8,579)	(\$6,749)	(\$32,044)	(\$10,779)	(\$7,562)	(\$6,749)	(\$6,953)
TOTAL EXPENSES	(\$97,904)	(\$107,563)	(\$99,083)	(\$168,645)	(\$97,521)	(\$98,370)	(\$89,790)	(\$77,668)	(\$352,772)	(\$94,810)	(\$92,081)	(\$79,072)	(\$86,809)
NET INCOME	(\$10,707)	(\$25,045)	(\$2,261)	(\$46,529)	\$11,299	(\$5,600)	\$7,142	\$7,512	(\$15,286)	(\$14,085)	(\$7,935)	\$1,377	\$5,357
less P&I Accrual for NEDQ	20,316.00	20,316.00	20,316.00	20,316.00	20,316.00	20,316.00	20,316.00	20,316.00	81,264.08	20,316.00	20,316.00	20,316.04	20,316.04
Adjusted Net Income	(\$31,023)	(\$45,361)	(\$22,577)	(\$66,845)	(\$9,017)	(\$25,916)	(\$13,174)	(\$12,804)	(\$96,550)	(\$34,401)	(\$28,251)	(\$18,939)	(\$14,959)

Wastewater Department													
									YTD				
2023	Dec 2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	4/30/2023	Apr 2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	0	0	0	0	0	0	0	0	291,877	72,944	72,086	73,012	73,835
Total Other Rev	0	0	0	0	0	0	0	0	6,661	2,256	763	1,439	2,203
Total Non Operating Rev	0	0	0	0	0	0	0	0	17,522	15,069	1,418	1,208	(172)
TOTAL REVENUE	0	0	0	0	0	0	0	0	316,060	90,269	74,267	75,658	75,866
Total Operating Exp	0	0	0	0	0	0	0	0	(75,184)	(20,202)	(17,340)	(18,398)	(19,244)
Total Admin & Gen Exp	0	0	0	0	0	0	0	0	(69,291)	(16,924)	(18,466)	(17,809)	(16,092)
Total Depreciation Exp	0	0	0	0	0	0	0	0	(95,772)	(23,943)	(23,943)	(23,943)	(23,943)
Total Non Operating Exp	0	0	0	0	0	0	0	0	(2,212)	(530)	(623)	(530)	(530)
TOTAL EXPENSES	0	0	0	0	0	0	0	0	(242,459)	(61,599)	(60,372)	(60,679)	(59,809)
NET INCOME	0	0	0	0	0	0	0	0	73,601	28,670	13,895	14,979	16,058
less P&I Payment Accrual	0	0	0	0	0	0	0	0	147,120	36,780	36,780	36,780	36,780
Adjusted Net Income	0	0	0	0	0	0	0	0	(73,518)	(8,110)	(22,885)	(21,801)	(20,722)
									YTD				
2022	Dec 2022	Nov 2022	Oct 2022	Sept 2022	Aug 2022	Jul 2022	Jun 2022	May 2022	4/30/2022	Apr 2022	Mar 2022	Feb 2022	Jan 2022
Total Operating Rev	72,337	76,194	77,253	76,405	75,027	75,044	72,204	72,116	290,542	73,872	71,245	71,795	73,630
Total Other Rev	609	2,503	2,712	1,058	2,325	2,429	687	1,728	4,467	576	1,675	980	1,236
Total Non Operating Rev	1,254	1,347	10,590	429	858	398	323	237	13,364	9,665	187	3,314	197
TOTAL REVENUE	74,200	80,044	90,555	77,892	78,209	77,871	73,214	74,080	308,372	84,113	73,108	76,089	75,062
Total Operating Exp	(27,977)	(24,005)	(17,764)	(17,816)	(19,902)	(15,205)	(19,446)	(18,244)	(97,983)	(29,601)	(27,093)	(21,056)	(20,233)
Total Admin & General Exp	(14,428)	(20,273)	(16,413)	(16,159)	(16,516)	(15,101)	(13,668)	(15,712)	(78,788)	(25,946)	(24,499)	(12,922)	(15,421)
Total Depreciation Exp	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	(23,943)	0	(23,943)	(23,943)	(23,943)	(23,943)
Total Non Operating Exp	(530)	(530)	(530)	(729)	(689)	(689)	(689)	(689)	(2,776)	(709)	(689)	(689)	(689)
TOTAL EXPENSES	(66,878)	(68,751)	(58,650)	(58,647)	(61,050)	(54,938)	(57,746)	(58,587)	(179,547)	(80,200)	(76,223)	(58,610)	(60,286)
NET INCOME	7,323	11,293	31,906	19,245	17,159	22,933	15,469	15,493	128,825	3,913	(3,115)	17,479	14,776
less P&I Payment Accrual	36,106	36,106	36,106	36,106	36,106	36,106	36,106	36,106	144,424	36,106	36,106	36,106	36,106
Adjusted Net Income	(28,783)	(24,813)	(4,200)	(16,861)	(18,947)	(13,173)	(20,637)	(20,613)	(15,599)	(32,193)	(39,221)	(18,627)	(21,330)

Garbage Department													
									YTD				
2023	Dec 2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023	Jul 2023	Jun 2023	May 2023	4/30/2023	Apr 2023	Mar 2023	Feb 2023	Jan 2023
Total Operating Rev	0	0	0	0	0	0	0	0	79,353	19,889	19,830	19,769	19,866
Total Other Revenue	0	0	0	0	0	0	0	0	5,705	1,315	1,550	1,335	1,504
Total Non Operating Rev	0	0	0	0	0	0	0	0	-	0	0	0	0
TOTAL REVENUE	0	0	0	0	0	0	0	0	85,058	21,204	21,379	21,104	21,371
Total Operating Exp	0	0	0	0	0	0	0	0	(83,450)	(20,587)	(20,785)	(20,952)	(21,126)
Total Admin & Gen Exp	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
Total Non Operating Exp	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	0	0	0	0	0	0	0	0	(83,450)	(20,587)	(20,785)	(20,952)	(21,126)
NET INCOME	0	0	0	0	0	0	0	0	1,608	617	594	151	245
less Principal Payment	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Net Income	0	0	0	0	0	0	0	0	1,608	617	594	151	245
2022	Dec 2022	Nov 2022	Oct 2022	Sept 2022	Aug 2022	Jul 2022	Jun 2022	May 2022	YTD 4/30/2022	Apr 2022	Mar 2022	Feb 2022	Jan 2022
Total Operating Rev	19,849	19,843	15,769	15,815	15,785	15,822	15,771	15,738	62,714	15,714	15,662	15,644	15,694
Total Other Revenue	1,321	1,437	2,259	1,592	1,223	1,499	1,520	1,312	4,486	1,163	1,138	974	1,211
Total Non Operating Rev	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL REVENUE	21,170	21,280	18,028	17,407	17,008	17,321	17,292	17,050	67,199	16,876	16,801	16,617	16,905
Total Operating Exp	(20,933)	(20,653)	(21,367)	(16,975)	(16,819)	(16,937)	(16,828)	(16,775)	(66,364)	(16,615)	(16,555)	(16,473)	(16,722)
Total Admin & Gen Exp	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
Total Non Operating Exp	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	(20,933)	(20,653)	(21,367)	(16,975)	(16,819)	(16,937)	(16,828)	(16,775)	(66,364)	(16,615)	(16,555)	(16,473)	(16,722)
NET INCOME	236	627	(3,339)	432	188	385	464	275	835	261	246	145	184
less Principal Payment									0	0	0	0	0
Adjusted Net Income	236	627	(3,339)	432	188	385	464	275	835	261	246	145	184



City of Auburn/Auburn Board of Public Works
USI Administered Employee Benefit Plans
Compensation Disclosure
7/1/2023

USI is making the following compensation information available effective with the renewal date above. For ERISA group health plan fiduciaries this is in accordance with requirements under ERISA 408(b)(2).

The direct compensation USI expects to receive for servicing your health benefits is:

	<u>Plan Type</u>		<u>Renewal</u>
Medical (Fully Insured)	Medical PPO	BC/BS of Nebraska	\$30 PEPM
Dental	Dental PPO	Principal Life Insurance Company	Graded Scale (see attached)
Vision	Vision	Principal Life Insurance Company	Graded Scale (see attached)
HRA Plan	Health Reimbursement Arrangement	Mid-American Benefits, Inc.	0.0%

The expected indirect compensation USI expects to receive is:

It is possible that some of the insurance companies from which USI obtains coverage may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions, if any, would be in addition to any other compensation USI may receive. By coverage type indirect compensation ranges are as follows:

Medical & Stop Loss approximately 0% to 5%

Dental, Vision, Ancillary approximately 0% to 7%

USI does not expect to receive compensation in connection with the contract's termination.

The services USI will provide include some or all of the following:

Design of health care plans, cost-containment and other plan design recommendations. Preparation of bid specifications (RFP). Analysis of proposals and presentation of findings. Renewal analysis and negotiation. Reporting/Servicing Meetings. Contract Review. Employee Meetings. Employer/Employee Communications.

USI does not offer or provide fiduciary services to the plan.

In some cases USI may involve the services of a general agent based carrier requirements or distribution model. In some cases general agent may be owned by USI, and will receive compensation in addition to what is detailed above, and will be in the range of 1% to 2% of medical premium or \$3.00 to \$16 PEPM based on enrolled and 1% to 6% on dental and vision premium.

This disclosure document includes the disclosures USI is required to make in accordance with ERISA Section 408(b)(2). Any other plan service provider that is subject to the 408(b)(2) disclosure requirements is required to make its own independent 408(b)(2) disclosure and any such disclosures are not included in this disclosure.

Account Number: 1052436

Anniversary Date: July 1, 2023



May 20, 2023

AUBURN BOARD OF PUBLIC WORKS
ATTN: TAMARA WESTHART
1600 O STREET
AUBURN, NE 68305

USI INSURANCE SERVICES LLC
PO BOX 62817
VIRGINIA BCH, VA 23466-2817

As you approach your upcoming renewal with Principal Life Insurance Company, we would like to thank you for your continued business over the past year. Our goal is to offer competitive benefit solutions supported with exceptional service. Your business is very important to us and we look forward to supporting your business needs in the coming years!

Your renewal

Your renewal rates are on the following pages. Your coverage will renew on your policy anniversary date (July 1, 2023).

Help your renewal go smoothly by reviewing this checklist: principal.com/groupinsurancerenewal

How to renew your coverage

To renew coverage, please notify your agent and your payment of the premium due is your acceptance of the rates. We look forward to continuing our relationship with you.

Available discounts

You may be able to take advantage of the Principal Life **Multiple Product Discount** when you're paying for at least three qualifying coverages. A strong and competitive benefit offering will help you retain excellent employees.

Contact Us

If you have questions about this renewal or explore alternate benefit designs, contact your broker or local Principal Life Insurance Company sales office at 515-223-4931.

Sincerely,

Group Benefits Underwriting
Specialty Benefits Division

Account Number: 1052436

Anniversary Date: July 1, 2023

Renewal rates
Effective July 1, 2023

Dental

ALL MEMBERS					
	Lives	Current rates	Renewal rates	Current monthly premium	Renewal monthly premium
Employee	7	\$25.96	\$26.74	\$181.72	\$187.18
Employee & Spouse	6	\$51.34	\$52.88	\$308.04	\$317.28
Employee & Child(ren)	2	\$55.33	\$56.99	\$110.66	\$113.98
Family	6	\$84.21	\$86.74	\$505.26	\$520.44
TOTAL				\$1,105.68	\$1,138.88

Renewal rates are guaranteed through June 30, 2024.

Vision

ALL MEMBERS					
	Lives	Current rates	Renewal rates	Current monthly premium	Renewal monthly premium
Employee	8	\$7.33	\$7.33	\$58.64	\$58.64
Employee & Spouse	7	\$15.55	\$15.55	\$108.85	\$108.85
Employee & Child(ren)	1	\$15.97	\$15.97	\$15.97	\$15.97
Family	12	\$25.93	\$25.93	\$311.16	\$311.16
TOTAL				\$494.62	\$494.62

Renewal rates are guaranteed through June 30, 2024.

Your rates aren't changing.

How to terminate your coverage

If you choose to terminate your coverage, please notify us.



Principal Life Insurance Company
Des Moines, Iowa 50392
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City of Auburn/Auburn Board of Public Works
Medical Plan
Benefit Outline and Cost Summary
July 1, 2023 Renewal Date

Benefit Outline	Current	Renewal
Carrier	BC/BS of Nebraska	BC/BS of Nebraska
Plan Type, Name, Network	Medical PPO	Medical PPO
Deductible (Individual / Family)	\$6,750 / \$13,500	\$6,750 / \$13,500
Non-Network Deductible (Individual / Family)	\$13,500 / \$27,000	\$13,500 / \$27,000
Deductible Embedded / Non-Embedded	Embedded	Embedded
Out-of-Pocket Maximum (Individual / Family)	\$6,750 / \$13,500	\$6,750 / \$13,500
Non-Network OOP Max (Individual / Family)	\$13,500 / \$27,000	\$13,500 / \$27,000
Coinsurance (In / Out)	100% / 100%	100% / 100%
Wellness / Preventive Care	100% deductible waived	100% deductible waived
Primary Care Office Visit	100% after deductible	100% after deductible
Specialist Office Visit	100% after deductible	100% after deductible
Walk-In / Urgent Care Visit	100% after deductible	100% after deductible
Emergency Room	100% after deductible	100% after deductible
Outpatient Lab / X-Ray	100% after deductible	100% after deductible
Complex Imaging (MRI, CAT, PET, et al.)	100% after deductible	100% after deductible
Outpatient Surgical Facility	100% after deductible	100% after deductible
Inpatient Hospital Facility	100% after deductible	100% after deductible
Retail Prescription Drug Copays	0% after deductible / 0% after	0% after deductible / 0% after
Mail Order Prescription Drug Copays	0% after deductible / 0% after	0% after deductible / 0% after
Specialty Prescription Drugs	0% after deductible	0% after deductible

Rates & Total Cost

Employee	11	\$612.63	\$637.38
Employee + Spouse	4	\$1,255.89	\$1,306.63
Employee + Child(ren)	2	\$1,072.11	\$1,115.42
Employee + Spouse & Child(ren)	5	\$1,776.64	\$1,848.40
Total Employees	22		
Change from Current			\$11,048
Percentage Change			4.0%

Notes



USI INSURANCE SERVICES LL
7407 WAYZATA BLVD.
MINNEAPOLIS, MN 55426

Your client's Guardian employee benefits
renewal package is enclosed

As a valued Guardian producer, we appreciate your business and hope you are fully satisfied with our plan offerings and services. Our commitment is to continue providing high-quality plans while placing your business needs first.

If you have questions about this renewal package or would like information about other benefits available for your client, we can assist you. Contact your Guardian Group Sales office at:

10740 NALL AVENUE, SUITE 202, OVERLAND PARK, KANSAS, 66211, (800) 423-3978.



**It's renewal
time!**

**Guardian is
here to help.**

RENEWAL INFORMATION FOR

**AUBURN BOARD OF PUBLIC WORKS
GROUP PLAN # 00020587**

**RENEWAL PERIOD
July 1, 2023 - June 30, 2024**



guardiananytime.com
The Guardian Life Insurance Company of America, New York, NY.

What you'll find in this package

RENEWAL INFORMATION	PAGE
Renewal Rates At-a-Glance	3

Please note:

If your group plan includes multiple lines of coverage, a multi-line discount was used in the pricing. If you do not wish to renew all lines of coverage, please contact us for revised pricing.



Participating Policy and Producer Compensation Disclosure Statement

Participating Policy Statement:

Any commercial insurance group policy underwritten and issued by The Guardian Life Insurance Company of America, a New York Domiciled mutual company, is a participating policy. It is not expected, however, that a dividend will be paid on any such group policies. All coverage will be provided as set forth in the policies.

Producer Compensation Disclosure:

As is common with Group insurance, your coverage(s) might involve one or more licensed producers who will receive compensation from Guardian for soliciting, negotiating, securing and/or administering the insurance coverage(s) you have purchased. Compensation to these producers may be paid in the form of base commissions, administrative service commissions and, in some instances, supplemental compensation (e.g., an annual performance bonus). For more detailed information regarding producer compensation relative to your Guardian coverage(s), please contact your Guardian local sales consultant or account manager.

Compensation is generated based upon premium which has been remitted by the planholder and applied by Guardian. Graded Commission scales, which can vary by product, are calculated based upon decremental scales (i.e. percentage payable decreases as defined premium thresholds are attained). Graded commission scales refresh annually upon each plan's anniversary. For DHMO, Supplemental Health, SMD and/or ASO Vision commission information, or for any other questions, please contact your local Guardian sales consultant or account manager.

If commissions are paid based on a percentage basis, the percentage is calculated monthly on enrolled lives, not eligible lives. Graded commission scales are calculated as a percentage of annual premium and are on a sliding scale.

Product	Commissions
AD&D	15%
LTD	15%
Basic Life	15%



Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1, 3 and 4

LTD PLAN RATES				
CURRENT			RENEWAL	
Volume	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
\$166,612	\$0.513/\$100	\$10,257	\$0.513/\$100	\$10,257

This plan is currently offered for Insurance Class 1, 2, 3 and 4

BASIC LIFE PLAN RATES					
CURRENT				RENEWAL	
Coverage	Volume	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
BASIC LIFE	\$2,835,000	\$0.320/\$1000	\$10,886	\$0.360/\$1000	\$12,247

This plan is currently offered for Insurance Class 1, 2, 3 and 4

AD&D PLAN RATES					
CURRENT				RENEWAL	
Coverage	Volume	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
AD&D	\$2,835,000	\$0.021/\$1000	\$714	\$0.021/\$1000	\$714

This plan is currently offered for Insurance Class 1, 3 and 4

DEPENDENT LIFE PLAN RATES					
CURRENT				RENEWAL	
Coverage	Dependents	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
DEPENDENT LIFE	28	\$5.211/Dep	\$1,751	\$5.211/Dep	\$1,751

Current Plan Benefits Summaries

LONG TERM DISABILITY

This plan is currently offered for Insurance Class 4

PLAN BENEFITS SUMMARY	
Monthly Benefit	66.7% to \$6,000
Monthly Minimum Benefit	\$100
Elimination Period	90 days
Benefit Duration	To Age 67/Adea
Own Occupation Period	Own Occ/Any Occ Mo Ben
Own Occupation Duration	60 months
Gainful Occupation	60%
Pre-Existing Conditions	3/12 Exclusion
Mental Nervous	2 years
Substance Abuse	2 years
Cost of Living (COLA)	N/A
Survivor Benefit	3 months
Integration	Full Family
Rehabilitation Benefit	Mandatory Rehab

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Because Guardian does not have visibility into the entire suite of benefits offered to your employees, it cannot ensure that any LTD product individually satisfies all applicable age discrimination laws. Employer's compliance with these laws is based on consideration of the entire benefit package provided. If a stand-alone compliant LTD product is required, you should contact your sales representative for available options.

Current Plan Benefits Summaries

LONG TERM DISABILITY

This plan is currently offered for Insurance Class 1 and 3

PLAN BENEFITS SUMMARY	
Monthly Benefit	66.7% to \$6,000
Monthly Minimum Benefit	\$100
Elimination Period	90 days
Benefit Duration	To Age 67/Adea
Own Occupation Period	Own Occ/Any Occ Mo Ben
Own Occupation Duration	36 months
Gainful Occupation	60%
Pre-Existing Conditions	3/12 Exclusion
Mental Nervous	2 years
Substance Abuse	2 years
Cost of Living (COLA)	N/A
Survivor Benefit	3 months
Integration	Full Family
Rehabilitation Benefit	Mandatory Rehab

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Because Guardian does not have visibility into the entire suite of benefits offered to your employees, it cannot ensure that any LTD product individually satisfies all applicable age discrimination laws. Employer's compliance with these laws is based on consideration of the entire benefit package provided. If a stand-alone compliant LTD product is required, you should contact your sales representative for available options.

Current Plan Benefits Summaries

BASIC LIFE

This plan is currently offered for Insurance Class 1 and 3

LIFE BENEFITS SUMMARY	
Benefit Type	Percent Of Earnings
Multiple	150%
Maximum Benefit	\$100,000
Earnings Definition	Including Comm/12 Mo Av/Con Mod
Guarantee Issue	N/A
Waiver of Premium	Waived To Specific Age
Elimination Period	9 month(s)
Age Reduction Formula	N/A
Accelerated Benefit	
Benefit %	75%
Benefit Maximum	\$500,000

This plan is currently offered for Insurance Class 1 and 3

AD&D BENEFITS SUMMARY	
Benefit Type	Percent Of Earnings
Multiple	150%
Maximum Benefit	\$100,000
Earnings Definition	Including Comm/12 Mo Av/Con Mod

Current Plan Benefits Summaries

BASIC LIFE

This plan is currently offered for Insurance Class 2

LIFE BENEFITS SUMMARY	
Benefit Type	Flat
Multiple	N/A
Maximum Benefit	\$10,000
Earnings Definition	N/A
Guarantee Issue	N/A
Waiver of Premium	Waived To Specific Age
Elimination Period	9 month(s)
Age Reduction Formula	N/A
Accelerated Benefit	
Benefit %	N/A
Benefit Maximum	N/A

This plan is currently offered for Insurance Class 2

AD&D BENEFITS SUMMARY	
Benefit Type	Flat
Multiple	N/A
Maximum Benefit	\$10,000
Earnings Definition	N/A

Current Plan Benefits Summaries

BASIC LIFE

This plan is currently offered for Insurance Class 4

LIFE BENEFITS SUMMARY	
Benefit Type	Percent Of Earnings
Multiple	150%
Maximum Benefit	\$100,000
Earnings Definition	W-2 Definition/Con Mod
Guarantee Issue	N/A
Waiver of Premium	Waived To Specific Age
Elimination Period	9 month(s)
Age Reduction Formula	N/A
Accelerated Benefit	
Benefit %	75%
Benefit Maximum	\$500,000

This plan is currently offered for Insurance Class 4

AD&D BENEFITS SUMMARY	
Benefit Type	Percent Of Earnings
Multiple	150%
Maximum Benefit	\$100,000
Earnings Definition	W-2 Definition/Con Mod

May 10, 2023

Charles Knipe
Auburn Board of Public Works, Board Chair
1600 'O' Street
Auburn, NE 68305-0288

RE: Proposal – Long-term Water Source Mapping
Auburn Board of Public Works
Auburn, NE

Dear Mr. Knipe,

For many years, the Auburn Board of Public Works (BPW) has remained proactive in managing the water supply for the City of Auburn (City). LRE Water (LRE) is pleased to provide the BPW with the following scope of work, fee, and schedule (Proposal) to provide assistance with evaluating short-term and long-term options to expand the capacity of the water system through the Long-term Water Source Mapping project (Project). The Project will be based on our discussions with BPW staff, and review of existing reports, studies, and geologic data. The Project will provide a strategy and direction to build upon recent work that has focused on short-term water supply options, such as adding a new well to the existing Little Nemaha River Valley alluvial aquifer wellfield, or development of a new groundwater source at a proposed Missouri River wellfield in the Missouri River Valley alluvial aquifer.

The Proposal is based on the following: past conversations and consultation on water management options between the BPW and LRE staff, LRE staff's past work Nemaha Natural Resources District's (NNRD) Hydrogeologic Study, discussion with NNRD's staff on planned Airborne Electromagnetic (AEM) flights, historical knowledge on test hole exploration, and the groundwater model completed for the BPW to evaluate recharge options and drought risk.

Project Understanding

Over the last several years, the BPW have evaluated various options for adding capacity to the current water system that is dependent on the Little Nemaha River alluvial aquifer

wellfield, which is currently supporting 100% of the local water supply. The BPW has also been proactive to improve water quality and educate the public about the water system.

The purpose of the Project is to create an inventory of all past efforts to site new wells, provide a map with recommendations for potential future well siting, providing guidance to the NNRD on where to locate AEM flights, and obtain input from Project stakeholders to outline long-term water supply goals that will include developing a potential source in the Missouri River Valley alluvial aquifer, and outline objectives and actions to meet goals. The Project will also include a review and summary of available funding sources for the BPW's consideration.

I. SCOPE OF SERVICES

To complete the Project, LRE has established three primary tasks as described below:

Task 1: Project Management / Meetings

- Coordinate and communicate with BPW staff and Board representatives, City, and other key Project stakeholders.
- Complete regular project management activities such as invoicing and progress meetings to ensure all data has been collected and to update BPW on progress.
- Attend one kickoff meeting to gather data, one in-person meeting to discuss water system goals, and one meeting to present the results to the BPW.

Task 2: Data Analysis / GIS Inventory

- Collect and summarize relevant existing plans, reports, and studies related to water system expansions through installation of new wells in the Little Nemaha River Alluvial aquifer or expanding to the Missouri River alluvial wellfield.
- Georeference all historical test holes Little Nemaha River Alluvial aquifer, currently available to LRE, and add them to the Geographic Information System (GIS) database.
- Create a map that displays historical test holes along with monitoring wells, municipal wells, Nebraska Department of Natural Resources (NeDNR) well logs, University of Nebraska – Conservation Survey Division test holes, roads, waterways, and including parcel and ownership information.

- Incorporate available geologic data into the existing GIS dataset used for the NNRD Hydrogeologic Study to better define saturated sand thickness of the Little Nemaha River Valley alluvial aquifer surrounding the wellfield.
- Re-interpolate saturated sand thickness and create an updated GIS layer and map.
- Identify other areas, if any, that appear to be options for additional vertical wells in the Little Nemaha Valley alluvial aquifer based on greater saturated thickness, and location(s) versus existing wells and the potential for well interference. (Note: this is a qualitative evaluation and does not include any analytical or numerical groundwater modeling.)
- Provide recommendations to NNRD for specific flight paths of previously planned AEM data collection to include areas where possible wellfield expansion areas have been or could be identified by the BPW. The AEM would be completed during the upcoming NNRD planned 2023 AEM flights to better aid data collection for making decisions on well siting. (Note: cost of AEM flights are covered by NNRD).
- Update hydrographs which display the hydrologic relationship between the Little Nemaha River gauge at Highway 136 and static water levels in production wells.
- Delivery of KMZ layers, to be utilized by BPW staff and the Board, using Google Earth, to better understand potential areas for well exploration.

Task 3: Report/Recommendations

- Establish a list of pros/cons of drilling a new well in the Little Nemaha River Valley alluvial aquifer vs. expanding the water distribution system to receive raw water from the Missouri River alluvial wellfield. LRE will present a summary of pros/cons to the BPW staff and BPW. (Note: detailed cost estimates for system expansion are not part of the Project, existing reports with cost will be utilized.)
- Create goals, objectives, and action items to meet a long-term vision for a water supply that may be utilized in future planning efforts and funding applications.
- Provide a summary of available funding sources and provide a general strategy for funding the potential expansion to the Missouri River alluvial wellfield .
- Create a brief report with all recommendations and next steps. Recommendations may include, but not limited to:

- Updating existing cost analysis for the water distribution system and Missouri River alluvial wellfield expansion; and,
- Conducting additional aquifer mapping and/or groundwater modeling of the Little Nemaha River Valley alluvial aquifer, and detailed costs for wellfield expansion in this aquifer.

II. TIME REQUIRED

LRE can begin the Project immediately upon notice to proceed. Assuming a May 2023 start, the project would take an estimated three months to complete with a report and presentation in July 2023. The NNRD plans to fly AEM in the Auburn area in July 2023.

III. PAYMENT

The cost estimate broken down by task is provided below.

TASK	NAME	COST
1	PM/Meetings	\$12,000
2	Data Analysis / GIS Inventory	\$10,000
3	Report / Recommendations	\$4,500
TOTAL		\$26,500

Invoices are submitted routinely, but no more frequent than monthly, for time and expenses incurred. Terms of payment are net 30 days. Overdue accounts are subject to an interest charge of 1.5 percent per month and services will stop whenever payment is overdue more than 75 days.

Payments for our services, like other professional services, are based on the actual time spent on your behalf and are measured by standard hourly rates in effect at the time the services are performed. For those assigned to your team, those rates currently range from \$200–\$275 for principals; \$100–\$260 for engineers, hydrologists, and environmental scientists; and \$75–\$140 for data processing, technicians and IT support. Individuals are assigned to a project based on the type of services involved and the experience and expertise of the individual.

Routine expenses such as telephone and copies are included in the rates above. Outside expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost plus 5 percent to cover handling and administration. Reimbursable expenses billed at cost include airfares,

automobile rental, and other travel or per diem costs. Subconsultants to LRE are billed at cost plus 10 percent.

The scope described under Part I represents our estimate of the services required based on the information provided. As the project proceeds and additional facts are discovered, it may be necessary to perform additional services and some items described may not be needed. For these reasons, we can provide only an estimate of the time and cost of completing the services.

IV. LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES

In recognition of the relative risks and benefits of the project to both the BPW and LRE, the risks have been allocated such that BPW agrees, to the fullest extent permitted by law, to limit the liability of LRE and its officers, employees, and sub-consultants, to BPW and all of BPW's contractors and consultants, for any and all claims, losses, costs, damages of any nature whatsoever; or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of LRE to BPW shall not exceed the total amount of \$50,000 or the total fees billed to this project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notwithstanding anything to the contrary herein, in no event shall either Party hereto be liable to the other for any special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity or loss of prospective revenue, arising out of this Agreement, however same may be caused. This Section shall survive the expiration or termination of this Agreement.

V. SPECIAL SERVICES

Services in addition to those described under Part I will be performed or obtained for the client's account upon request and approval at rates currently in effect. Special services may include, but are not limited to, expert testimony, appearances at public meetings, soil investigations, topographic and land surveys, including establishment of boundaries, well drilling, well and aquifer testing, electric logging, water quality sampling and analysis, preparation of construction drawings and specifications, material testing, data management, environmental permitting, and regulatory compliance.

Acceptance of this proposal and authorization to proceed with the services can be indicated by signing one copy and returning it to us for our files. The terms of this proposal will be honored for a period of 30 days.

Charles Knipe
May 10, 2023
Page 6 of 6

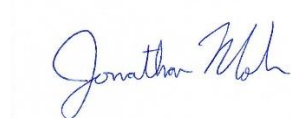
We appreciate the opportunity to assist you with this Project and if you have any questions or concerns about the services offered in the proposal please call us at 402-416-4667.

Thank you for providing us the opportunity to present this proposal to the BPW.

Sincerely,

LRE WATER

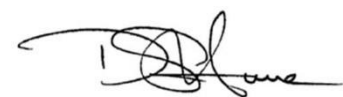
For: Auburn Board of Public Works



Jonathan Mohr
Project Manager

By: _____
Authorized Signature/Title

Reviewed by:



Dave Hume, PG
VP of Midwest Operations

Date: 5/10/2023

JDM

**CERTIFICATE OF PAYMENT: 5 FINAL****Date of Issuance:** April 20, 2023**Project:** REBID 15 kV Protected Aisle Switchgear and 5 kV Indoor Switchgear Purchase, Auburn, Nebraska 2019
Auburn Board of Public Works, 1600 O Street, Auburn, NE 68305**Project No.:** 018-0379.300-300001**Contractor:** Harold K Scholz Company, 7800 Serum Avenue, Ralston, NE 68127

DETAILED ESTIMATE		
Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: HAROLD K. SCHOLZ COMPANY		

Value of Work Completed This Request: \$ 68,937.15

Original Contract Cost: \$ 1,403,150.00
 Approved Change Orders:

No. 1	(\$206,307.00)
No. 2	\$125,000.00
No. 3	\$ 56,900.00

Total Contract Cost: \$ 1,378,743.00

Value of completed work and materials stored to date	\$ 1,378,743.00
Less retainage percentage 0%	\$ -
Net amount due including this estimate	\$ 1,378,743.00

Less: Estimates previously approved:

No. 1	\$454,800.34	No. 3	\$454,800.34	No. 5	
No. 2	\$227,400.17	No. 4	\$172,805.00	No. 6	

Total Previous Estimates: \$1,309,805.85

NET AMOUNT DUE THIS ESTIMATE: \$ 68,937.15

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: Auburn Board of Public Works - Owner
 Harold K. Scholz Company - Contractor
 Olsson - Engineer

OLSSON

By:

Payment Reminder

City of Auburn, Nebraska Combined Utilities Revenue Refunding Bonds Series 2019

AUBURN BOARD OF PUBLIC WORKS FINANCE MANAGER TO WIRE TO DTCC:

On interest payment date, June 15th, 2023 the Auburn Board of Public Works Finance Manger will wire funds in the amount of **\$119,446.25** to Chase Bank as follows:

PAYMENT DATE: JUNE 15, 2023

On June 15, 2023 funds will be transferred as follows:

Payment Date: June 15, 2023 (Early A.M.)
To: Chase Bank
55 Water Street
New York, NY 10041
ABA #: 021000021
Amount Transferred: **\$80,000.00**
To the account of: The Depository Trust Co. (DTCC)
(CEDE & Co.) Dividend Deposit Account
Account Name: DTCC Principal Account
A/C #: 066-027306
FBO: DDA: 50619850
Reference: CUSIPS: \ 050513 CB4 \

Wire Date: June 15, 2023 (Early A.M.)
To: Chase Bank
55 Water Street
New York, NY 10041
ABA #: 021000021
Amount Transferred: **\$39,446.25**
To the account of: The Depository Trust Co. (DTCC)
(CEDE & CO) Dividend Deposit Account
Account Name: DTCC Interest Account
A/C #: 066-026776
Reference: CUSIPS:\ 050513 CB4, CC2, CD0, CE8 \

###

\$3,555,000

AUBURN BOARD OF PUBLIC WORKS
Series 2019 Refunding NDEQ LOAN

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/15/2019	-	-	-	-
06/15/2020	75,000.00	1.750%	46,751.57	121,751.57
12/15/2020	80,000.00	1.750%	42,946.25	122,946.25
06/15/2021	80,000.00	1.750%	42,246.25	122,246.25
12/15/2021	80,000.00	1.750%	41,546.25	121,546.25
06/15/2022	80,000.00	1.750%	40,846.25	120,846.25
12/15/2022	80,000.00	1.750%	40,146.25	120,146.25
06/15/2023	80,000.00	1.750%	39,446.25	119,446.25
12/15/2023	80,000.00	1.750%	38,746.25	118,746.25
06/15/2024	85,000.00	1.750%	38,046.25	123,046.25
12/15/2024	80,000.00	1.750%	37,302.50	117,302.50
06/15/2025	85,000.00	2.200%	36,602.50	121,602.50
12/15/2025	80,000.00	2.200%	35,667.50	115,667.50
06/15/2026	85,000.00	2.200%	34,787.50	119,787.50
12/15/2026	80,000.00	2.200%	33,852.50	113,852.50
06/15/2027	85,000.00	2.200%	32,972.50	117,972.50
12/15/2027	85,000.00	2.200%	32,037.50	117,037.50
06/15/2028	85,000.00	2.200%	31,102.50	116,102.50
12/15/2028	85,000.00	2.200%	30,167.50	115,167.50
06/15/2029	90,000.00	2.200%	29,232.50	119,232.50
12/15/2029	85,000.00	2.200%	28,242.50	113,242.50
06/15/2030	90,000.00	2.650%	27,307.50	117,307.50
12/15/2030	85,000.00	2.650%	26,115.00	111,115.00
06/15/2031	90,000.00	2.650%	24,988.75	114,988.75
12/15/2031	90,000.00	2.650%	23,796.25	113,796.25
06/15/2032	90,000.00	2.650%	22,603.75	112,603.75
12/15/2032	90,000.00	2.650%	21,411.25	111,411.25
06/15/2033	95,000.00	2.650%	20,218.75	115,218.75
12/15/2033	90,000.00	2.650%	18,960.00	108,960.00
06/15/2034	95,000.00	2.650%	17,767.50	112,767.50
12/15/2034	95,000.00	2.650%	16,508.75	111,508.75
06/15/2035	95,000.00	3.050%	15,250.00	110,250.00
12/15/2035	95,000.00	3.050%	13,801.25	108,801.25
06/15/2036	100,000.00	3.050%	12,352.50	112,352.50
12/15/2036	95,000.00	3.050%	10,827.50	105,827.50
06/15/2037	100,000.00	3.050%	9,378.75	109,378.75
12/15/2037	100,000.00	3.050%	7,853.75	107,853.75
06/15/2038	105,000.00	3.050%	6,328.75	111,328.75
12/15/2038	100,000.00	3.050%	4,727.50	104,727.50
06/15/2039	105,000.00	3.050%	3,202.50	108,202.50
12/15/2039	105,000.00	3.050%	1,601.25	106,601.25
Total	\$3,555,000.00	-	\$1,037,690.32	\$4,592,690.32

Yield Statistics

Bond Year Dollars	\$38,350.88
Average Life	10.788 Years
Average Coupon	2.7057800%
Net Interest Cost (NIC)	2.8031116%
True Interest Cost (TIC)	2.8000178%
Bond Yield for Arbitrage Purposes	2.6831129%
All Inclusive Cost (AIC)	2.8224885%

IRS Form 8038

Net Interest Cost	2.7057800%
Weighted Average Maturity	10.788 Years

Series 2019 RFG NDEQ 12.2 | SINGLE PURPOSE | 5/15/2020 | 7:13 AM

BOARD OF PUBLIC WORKS

CITY OF AUBURN, NE
ELECTRIC, WATER & WASTEWATER SERVICES

BOARD MEMBERS

Charles Knipe
Richard L. Wilson
Michael Zaruba
David Grant
Phil Shaw



Phone: (402) 274-4981 Office
(402) 274-3316 After Hour
(402) 274-4991 Fax

May 5, 2023

Matt Turco, Environmental Supervisor
Air Compliance Section
245 Fallbrook Blvd., Suite 100
Lincoln, NE 68521

RE: Emission Test Extension Request and Notice of Intent to Test
Auburn Generating Plant, Facility ID #36919

Mr. Turco:

The City of Auburn is scheduled to conduct air emission testing on the stationary engines at the Auburn Generating Plant in accordance with the requirements of 40 CFR 63 Subpart ZZZZ and the air quality operating permit in effect – air quality operating permit #OP20R2-025.

In accordance with 40 CFR 63.6645 (g), an air emission testing notice is required to be provided at least 60 days prior to a scheduled air emission test required by NESHAP Subpart ZZZZ. For reference, air operating permit Standard Condition I.(M)(1)(a) requires notice at least 30 days prior to a scheduled air emission test and also states that any federal notice provisions apply. The federal rule, 40 CFR 63.6645 (g), defines the notification requirement as 60 days advance notice.

Air emission testing for engines EU-1, EU-2, EU-4, EU-5, EU-6, and EU-7 is scheduled for July 17th – 21st, 2023 as part of the “once in five year” testing schedule allowed for “limited use stationary RICE” in Table 3 to NESHAP Subpart ZZZZ. For reference, a “limited use stationary RICE” is defined in NESHAP Subpart ZZZZ as an engine that operates for less than 100 hours per year. The most recent NESHAP Subpart ZZZZ air emission testing was completed on September 12, 2018, on engines EU-1 and EU-4. Engines EU-2, EU-5, EU-6, and EU-7 were previously tested on April 17 and April 18 in 2018.

The City of Auburn understands this testing notice provides less than 60 days advance notice. The City of Auburn requests to complete the NESHAP Subpart ZZZZ air emission testing for all engines during the scheduled dates. An air emission testing protocol will be provided to your attention as soon as possible.

BOARD OF PUBLIC WORKS
CITY OF AUBURN, NE
ELECTRIC, WATER & WASTEWATER SERVICES

A summary of the engines to be tested is provided below. Each engine is equipped with a catalytic oxidizer.

Emission Unit ID	Emission Unit Description
EU-1	Fairbanks Morse Diesel/Dual Fuel Reciprocating Internal Combustion Engine (RICE); 3,360 Horsepower (HP)
EU-2	Superior Diesel/Dual Fuel RICE; 1,440 HP
EU-4	Cooper Bessemer Diesel/Dual Fuel RICE; 5,230 HP
EU-5	Cooper Bessemer Diesel/Dual Fuel RICE; 4,657 HP
EU-6	Fairbanks Morse Diesel/Dual Fuel RICE; 3,840 HP
EU-7	Cooper Bessemer Diesel/Dual Fuel RICE; 7,763 HP

If you have any questions, please contact me at (402) 274-4981 ext. 104
auburnplant@auburnbpw.com.]

Sincerely,



Kevin Kuhlmann
Electric Manager

Cc: Brad Pracheil, NDEE
Brandon Jisa, Olsson



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

May 3rd, 2023

City of Auburn, NE
Attn: Tamara Westhart
1600 O Street
Auburn, NE 68305

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Compliance Testing/ Recertification (the "Project")
Power Plant – Auburn, NE

Dear Tamara:

It is our understanding that the City of Auburn, Nebraska ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: May 3rd, 2023
Anticipated Completion Date: September 29th, 2023

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Twenty Nine Thousand Seven Hundred dollars (\$29,700). Olsson's reimbursable expense for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Should client request work in addition to the scope of services or if any delays result, not the fault of Olsson or any subcontractor acting on behalf of Olsson, client shall be invoiced at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written and verbal approval.

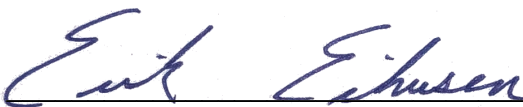
TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Erik Eihusen, PE - Team Leader

By 
Brandon Jisa – Design Technical Manager

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Auburn, NE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

2023 Billing Rate Range Table

Reimbursable Expense Schedule

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 3rd, 2023, between the City of Auburn, NE (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Auburn, NE – Municipal Power Plant

Project Description: RICE NESHAP Catalyst Recertification/ Air Compliance Testing

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

RICE NESHAP Recertification Testing

Olsson, or Subcontractor working on behalf of Olsson will perform diesel oxidation catalyst (DOC) recertification in compliance with the requirements of 40 CFR Part 63, RICE NESHAP, subpart 4Z. This recertification testing will be on each RICE compliant, engine/generator unit. The recertification testing will look at the engine exhaust stream carbon monoxide (CO) concentration upstream and downstream of the catalyst to verify either a reduction of 70% or more or a downstream concentration of 23 PPM CO or less. All testing shall be accomplished during one site visit and all engines must be fully operational at the time testing is to commence. Should any engine fail to be operational and require additional site visits, Olsson shall invoice Client for such additional services, at the standard hourly billing labor rate charged for those employees performing the work, plus reimbursable expenses if any.

The testing method shall be per EPA Method 10 and Method 3A as required by the EPA. Emission testing will be performed on each RICE unit for Carbon Monoxide (CO) and Oxygen (O₂). Each RICE unit will be tested on the primary fuel that will be used during regular operations and loaded to a minimum of 90 percent maximum certified load.

Olsson must submit testing protocol to NDEE (Nebraska Department of Environment and Energy), 60 days before testing will commence by way of the required notice to test and before the units are out of compliance from the most recent performance testing dates.

Olsson agrees to provide all its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Report

Olsson will submit documentation of catalyst certification test results for all engine/generator units in a format acceptable to NDEE. These reports will be submitted to NDEE. Olsson will also provide a copy of this documentation the Client to be kept on-site at the Power Plant.

Equipment by Others

Olsson will be following EPA Method 10 and 3A for the RICE testing. These methods require the inlet sample to be taken just before the catalyst in the inlet pipe and the outlet sample to be taken in the stack on the outlet of the silencer. If a ladder or scaffolding, provided by others, will not reach these two locations, then a man-lift/bucket truck capable of reaching the heights required will be needed. The ladder and man-lift/bucket truck must be provided and operated by others. Temporary protection of test personnel and equipment from hazardous and environmental conditions must be provided if necessary.

Client shall provide an adequate source of electricity (one circuit, 30 amps at 480 VAC within 50 feet of each mobile laboratory setup location – three circuits, 20 amps at 115 VAC within 100 feet of each sampling location). If client is unable to provide these sources, a rental generator can be provided. Client will be invoiced at cost plus 15 percent for this rental. This cost is in addition to the lump sum fee.

Generator/Units to be Recertified RICE Compliant

Unit #1-Fairbanks Morse OP 38TDD8 1/8, 2400kW, 3360HP
Unit #2-Superior 50GDEX-8, 1000kW, 1200HP
Unit #4-Cooper Bessemer LSVB-12-GDC, 3750kW, 5230HP
Unit #5-Cooper Bessemer LSV-12-GDT, 3350kW, 4657HP
Unit #6- Fairbanks Morse DLA 31AD18, 2750kW, 3840HP
Unit #7-Cooper Bessemer LSV-20-GDT, 5600kW, 7763HP

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated May 3rd, 2023 between the City of Auburn, NE ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 “Inspect” or “Inspection”: If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor’s completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor’s safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 “Record Documents”: Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson’s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a “for cause” termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson’s final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a “for cause” termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client’s convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson’s Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson’s actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as “Disputes”) which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

Olsson 2023 Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$140.00 - \$463.00
Project Manager	\$129.00 - \$254.00
Project Professional	\$104.00 - \$237.00
Assistant Professional	\$71.00 - \$173.00
Designer	\$90.00 - \$210.00
CAD Operator	\$59.00 - \$133.00
Survey	\$56.00 - \$181.00
Construction Services	\$49.00 - \$254.00
Administrative/Clerical	\$47.00 - \$159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.655/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

General Manager – Job Description

Overview

The General Manager will have management authority over the electric, water, and wastewater systems of the City of Auburn and surrounding communities that attach to the electrical system. To be successful in this role, the GM should be a thoughtful leader and confident decision maker while helping each department and each employee develop high levels of skill and efficiency.

Responsibilities

- Design strategy and set goals for efficient operations and progressive growth
- Maintain budgets and optimize expenses
- Ensure employees are motivated and productive
- Oversee day-to-day operations
- Administer policies and procedures
- Encourage employee development
- Oversee recruitment and training of new employees
- Evaluate and improve operations and financial performance
- Direct the employee assessment process
- Prepare regular reports for the Board
- Ensure staff follows health and safety regulations
- Provide solutions to issues

Requirements and Skills

- Proven experience as a General Manager or similar executive role
- Experience in planning and budgeting
- Knowledge of business process and functions (finance, HR, procurement, operations, etc.)
- Strong analytical ability
- Excellent communication skills
- Outstanding organizational and leadership skills
- Problem-solving aptitude
- A bachelor's degree from an accredited college or university with major coursework in Electrical, Civil, Mechanical, Energy, or Water Engineering, Business Administration, or Energy Management; or a combination of education and experience equivalent to a bachelor's degree in a field related to utility management

General Manager – Board of Public Works, Auburn

Responsibilities: Direct, manage, supervise, and coordinate activities and operation of all electrical, water, and wastewater facilities, systems, and personnel. Coordinate assigned activities with other utility departments and provide highly responsive and complex administrative support to the Electric Operations Manager, the Water/Wastewater Manager, and the Accounting and Finance Manager.

Qualifications: A bachelor's degree from an accredited college or university with major coursework in Electrical, Civil, Mechanical, Energy, or Water Engineering, Business Administration, or Energy Management; or a combination of education and experience equivalent to a bachelor's degree in a field related to utility management. Five years of increasingly responsible experience in utility operation, maintenance, or engineering with at least three years of supervisory and/or administrative experience. Must possess a valid State driver's license and live within Nemaha County - not more than 15 driving miles from 1600 O Street, Auburn. Background check, MVR check, drug screen, and physical required.

Full Job Description here: www.auburnbpw.com/TO BE DETERMINED

To apply, please fill out the application found at:

<https://auburnbpw.com/wp-content/uploads/Employment-Application-BPW-1.pdf>

Please return the application in .pdf format along with a cover letter and resume to Board Member David Grant: dgrant@auburnstatebank.com, 402-274-4342.

The Auburn Board of Public Works is an Equal Opportunity Employer.

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

Auburn State Bank (Checking Acct) (1)

April 30, 2023

Account: 1010202

Bank Account Number: 191494

Bank Statement Balance:	3,202,899.53	Book Balance Previous Month:	3,028,528.10
Outstanding Deposits:	5,776.43	Total Receipts:	739,669.76
Outstanding Checks:	67,192.04	Total Disbursements:	619,651.77
Bank Adjustments:	7,062.17	Book Adjustments:	.00
Bank Balance:	3,148,546.09	Book Balance:	3,148,546.09

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
1184	842.98	1191	3,244.73	1192	1,688.72		
						Total:	5,776.43

Deposits cleared: 58 items Deposits Outstanding: 3 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
2	20.17	47505	186.56	48221	1,613.00	48253	149.11
47087	142.10	47676	30.00	48223	3.77	428231	7,371.89
47155	15.61	47733	32.55	48226	7,241.15	428231	271.16
47157	32.53	47862	26,959.51	48227	2,323.30	428231	15,714.00
47235	113.23	48191	250.00	48228	24.00	428231	1,419.14
47426	297.66	48197	362.64	48229	25.00		
47498	3.80	48206	2,025.34	48230	165.95	Total:	67,192.04
47504	103.26	48207	93.95	48249	201.66		

Checks cleared: 89 items Checks Outstanding: 29 items

Bank Adjustments

Description	Amount	Description	Amount
Mid American Benefit o/s	7,062.17		
		Total:	7,062.17

Book Adjustments

No book adjustments found!

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

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

April 30, 2023

Account: 1010204

Bank Account Number: 457285

Bank Statement Balance:	1,071,771.40	Book Balance Previous Month:	1,070,764.59
Outstanding Deposits:	.00	Total Receipts:	1,006.81
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	1,071,771.40	Book Balance:	1,071,771.40

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 1 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

CD - I N V E S T M E N T S - April 2023

GL	ISSUED/ RENEWED DATE	MATURITY DATE	NUM.	TERM	INT.	RATE	OWNER	BANK	ORIGINAL\$	CURRENT\$
ELECTRIC DEPARTMENT										

1200	06/26/18	05/26/23	24384	59 MO	CMPSA	3.14%	Capitol Reserves	ASB	460,449.47	529,303.15
1200	10/16/18	09/16/23	24493	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	557,918.77	645,424.32
1200	10/16/18	09/16/23	24494	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	442,540.14	511,949.37
1200	10/16/18	09/16/23	24495	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	442,540.14	511,949.37
1200	10/16/18	09/16/23	24496	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	417,524.06	483,009.73
1200	10/16/18	09/16/23	24497	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	207,255.55	239,762.10
1200	10/16/18	09/16/23	24498	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	255,809.71	295,931.62
1200	10/16/18	09/16/23	24499	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	286,669.02	331,631.00
1200	01/06/23	07/06/24	25513	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	731,965.61	738,733.78
1200	01/06/23	07/06/24	25514	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	584,556.69	589,961.84
1200	01/06/23	07/06/24	25515	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	584,556.92	589,962.07
1200	03/16/23	04/16/24	25693	12 MO	CMPQ	3.80%	Capitol Reserves	ASB	199,778.04	199,778.04
1200	10/29/18	10/29/23	764563	60MO	CMPQ	3.29%	Capitol Reserves	UBT	185,527.44	214,627.93
1200	10/29/18	10/29/23	764605	60MO	CMPQ	3.29%	Capitol Reserves	UBT	166,270.64	192,350.67
1200	10/29/18	10/29/23	764633	60MO	CMPQ	3.29%	Capitol Reserves	UBT	189,537.15	219,266.60

TOTAL ELECTRIC INVESTMENTS \$6,293,641.59

WATER DEPARTMENT

1200	10/16/2018	09/16/23	24500	59 MO	CMPSA	3.29%	Capitol Reserves	ASB	\$ 211,525.58	\$ 244,701.84
1200	8/3/2018	7/3/2023	24427	59 MO	CMPSA	3.14%	Capitol Reserves	ASB	191,071.52	219,662.03
1200	6/26/2018	5/26/2023	24385	59 MO	CMPSA	3.14%	Capitol Reserves	ASB	241,007.39	277,046.61

TOTAL WATER INVESTMENTS \$741,410.48

SEWER DEPARTMENT

1200	10/16/18	09/16/23	24501	59 MO	CMPQ	3.29%	Capitol Reserves	ASB	\$ 457,305.34	\$ 529,030.42
1200	10/16/18	09/16/23	24502	59 MO	CMPQ	3.29%	Capitol Reserves	ASB	71,900.01	83,177.00
1200	01/06/23	07/06/24	25516	18 MO	CMPQ	3.75%	Capitol Reserves	ASB	422,276.54	426,181.15

TOTAL W.W. INVESTMENTS \$1,038,388.57

TOTAL INVESTMENTS \$8,073,440.64

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

INTEREST ALLOCATION								
AUBURN STATE BANK RECONCILIATION - Through 4/30/2023								
		Prior Months balance #457285 \$1,070,764.59	Allocation		Deposits/ Transfers	Increase/ Decrease in Designated Funds	Checks/ Transfers/ Adjustments	Ending Balance #457285 \$1,071,771.40
E.Prev.Bal.		\$816,937.94	76.3%					
\$768.14		\$768.14						
E. REV.%	76.3%	\$816,937.94	100.0%	interest	\$768.14		\$0.01	\$817,706.04
				rounding	-\$0.05		\$0.00	
		\$816,937.94	100.0%			768.09		
		\$0.00						\$817,706.04
W Prev. Bal.		\$158,762.62	14.83%				\$0.00	
\$149.31		\$149.31						
W. REV.%	14.83%	\$158,762.62	100.0%	interest	\$149.31			\$158,911.93
		\$158,762.62	100.00%	rounding		149.31		
		\$0.00						\$158,911.93
WW.Prev.Bal.		\$95,064.02	8.88%					
\$89.40		\$89.40		rounding			\$0.00	
WW. REV%	8.88%	\$95,064.02	100.0%	interest	\$89.40			\$95,153.42
		\$95,064.02	100.00%			89.40		
		\$0.00	100.00%					\$95,153.42
Interest =	1,006.81	\$1,070,764.59	√		\$1,006.81	1,006.81		\$1,071,771.40
** adjusted for rounding								
						INTEREST		\$768.09
						INTEREST		149.31
						INTEREST		\$89.40
Total Interest								1,006.81

2022 Interest

Dec	3,587.57
Nov	3,186.78
Oct	3,083.63
Sept	1,441.97
Aug	1,446.43
Jul	1,357.76
June	813.21
May	451.53
Apr	436.81
Mar	427.19
Feb	369.61
Jan	400.48

13,415.40 YTD Interest

2023 Interest

Dec	
Nov	
Oct	
Sept	
Aug	
Jul	
Jun	
May	
Apr	3,919.32
Mar	3,863.84
Feb	3,333.27
Jan	3,640.79

14,757.22 YTD Interest

PLEDGING ANALYSIS						
Auburn State Bank - April 2023 Pledge Analysis						
PLEDGE#	ISSUE DATE	ORIGINAL AMOUNT	MATURITY	SECURITY PLEDGED	RATING-SP/Moodys	4/30/2023
91282CCE9	03/28/22	\$ 2,000,000.00	05/31/28	UNITED STATES TREASURY	NR	\$ 1,780,156.24
912828Z94	07/18/22	\$ 500,000.00	02/15/30	UNITED STATES TREASURY	NR	\$ 438,808.60
91282CBS9	08/17/22	\$ 500,000.00	03/01/28	UNITED STATES TREASURY	NR	\$ 446,601.56
112128KG7	12/19/17	\$ 100,000.00	12/15/23	BROKEN BOW NEB GO	NR	\$ 98,620.00
112128KN2	12/19/17	\$ 130,000.00	12/15/29	BROKEN BOW NEB GO	NR	\$ 128,311.30
31395WHN0	07/01/05	\$ 1,330,000.00	07/15/25	FHLMC REMIC SERIES 3005 ED	NR	\$ 34,591.04
3137H5FZ5	04/25/23	\$ 500,000.00	11/25/30	FHLMC REMIC Series K-J37	NR	\$ 445,516.80
3137FL2Q6	04/20/20	\$ 2,000,000.00	01/25/26	FHLMC REMIC SERIES K-F58	NR	\$ 533,665.09
3137FL7L2	03/28/19	\$ 1,300,000.00	02/25/26	FHLMC REMIC SERIES K-F60	NR	\$ 415,718.98
3137FMCW0	08/07/19	\$ 2,000,000.00	05/25/29	FHMS KF63 A	NR	\$ 1,085,889.57
3140LANP6	01/01/21	\$ 500,000.00	01/01/31	FNMA MBS BLLN MULTI 7+	NR	\$ 412,337.76
3140LE6E2	09/20/22	\$ 500,000.00	12/01/27	FNMA MBS 2ND LIEN MULT	NR	\$ 452,367.71
3136AYEX7	09/01/17	\$ 500,000.00	09/25/35	FNMA REMIC TRUST 2017-83	NR	\$ 138,877.87
34682EML4	03/01/19	\$ 330,000.00	09/01/36	FORT BEND CNTY TEX MUN UTIL DI	NR	\$ 310,827.00
3617LUUA4	06/27/22	\$ 1,100,000.00	02/20/70	GNMA HMBS	NR	\$ 537,056.61
38376RB70	04/09/20	\$ 1,150,000.00	10/20/66	GNMA REMIC TRUST 2016-H23	NR	\$ 573,345.74
38378BA74	08/01/12	\$ 875,000.00	11/16/51	GNMA REMIC TRUST 2012-100 AC	NR	\$ 203,238.15
414108KB5	05/15/20	\$ 375,000.00	08/15/36	HARRIS CO TX FRESH WTR SUPP	NR	\$ 294,446.25
564386SA9	02/14/22	\$ 700,000.00	02/15/31	MANSFIELD TEX INDPT SCH DIST	NR	\$ 584,353.00
64044XCH2	05/15/19	\$ 290,000.00	12/15/29	NEMAHA. CO NE SCH DIST LTD TAX	NR	\$ 286,195.20
803770WZ5	01/19/23	\$ 1,000,000.00	12/15/43	SARPY COUNTY NEB SCH DIST NO 037	NR	\$ 995,330.00
83165BBH4	03/01/19	\$ 1,000,000.00	08/25/28	SBA PC VAR QTRLY ADJ	NR	\$ 376,345.97
83165BBN1	04/18/19	\$ 1,000,000.00	07/25/29	SBA POOL VARIABLE RATE	NR	\$ 474,283.45
78443VAG7	01/25/07	\$ 1,000,000.00	01/25/42	SLM STUDENT LOAN TR 2007-1	NR	\$ 710,345.67
78443FAF4	07/19/07	\$ 1,000,000.00	01/25/43	SLM STUDENT LOAN TR 2007-5	NR	\$ 494,447.83
878867AF7	04/15/20	\$ 600,000.00	11/01/34	TECUMSEH NE RFD BDS	NR	\$ 551,664.00
BOOK VALUE		\$22,280,000.00		MKT. VALUE		\$12,803,341.39

PLEDGING ANALYSIS (cont.)

AUBURN STATE BANK BALANCES - April 2023

Flexible Spending #443450	\$11,718.92
MMG # 457285 (T/D,Ins.,Rev.)	\$1,071,771.40
MMG #191494 E,W,WW Rev.	\$2,884,132.98
SNA #191460 E,W,WW Rev.	\$318,766.55
	\$4,286,389.85

Bank/CDs Total

\$11,733,585.29

RECAP:	Original Pledge	Market Value
F.D.I.C.	\$250,000.00	\$250,000.00
Pledges	\$22,280,000.00	\$12,803,341.39
Sub-total	\$22,530,000.00	\$13,053,341.39
Bank/CDx1.05	\$12,320,264.55	\$12,320,264.55
Difference	\$10,209,735.45	\$733,076.84

Need additional pledge in the amount of = \$00.00

Auburn State Bank C.D.'s - April 2023

24384	\$529,303.15
24385	\$277,046.61
24427	\$219,662.03
24493	\$645,424.32
24494	\$511,949.37
24495	\$511,949.37
24496	\$483,009.73
24497	\$239,762.10
24498	\$295,931.62
24499	\$331,631.00
24500	\$244,701.84
24501	\$529,030.42
24502	\$83,177.00
25513	\$738,733.78
25514	\$589,961.84
25515	\$589,962.07
25516	\$426,181.15
25693	\$199,778.04
	\$7,447,195.44

Proof

CD Totals All Institutions \$8,073,440.64

Union Bank & Trust Company - April 2023 Pledge Analysis

PLEDGE #	ISSUE DATE	AMOUNT	MATURITY	SECURITY PLEDGED	RATING-SP/Moodys	4/30/2023
91282CCZ2	11/17/21	310,000.00	9/30/2026	UNITED STATES TREASURY NOTE		\$282,136.26
38381WT99	09/05/19	232,775.85	07/20/49	US TREASURER BILL	AAA	\$152,387.13
	BOOK VALUE	\$542,775.85			MKT. VALUE	\$434,523.39

BANK BALANCES - April 2023

	\$4,286,389.85

Bank/CDs Total

\$626,245.20 ✓

Union Bank C.D.'s - April 2023

764563	\$214,627.93
764605	\$192,350.67
764633	\$219,266.60
TOTAL	\$626,245.20

✓✓

RECAP:	Original Pledge	Market Value
F.D.I.C.	\$250,000.00	\$250,000.00
Pledges	\$542,775.85	\$434,523.39
Sub-total	\$792,775.85	\$684,523.39
Bank/CDx1.05	\$657,557.46	\$657,557.46
Difference	\$135,218.39	\$26,965.93

Need additional pledge in the amount of = \$0.00

City of Auburn
Board of Public Works

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Report Criteria:
Report type: Summary

Check Issue Date	Check Number	Payee	Description	Amount
05/17/2023	48256	AKRS Equipment Solutions Inc.	SHROUD MS FOR CHAINSAW	39.03
05/17/2023	48257	American Recycling & Sanitation	CONTRACTED AMOUNT	20,079.54
05/17/2023	48258	Auburn Auto Center	UNIT 20 TIRE REPAIR	15.00
05/17/2023	48259	Auburn Family Health Center PC	DRUG SCREEN COLLECTION FEE	70.00
05/17/2023	48260	B 103	COOP AD	152.00
05/17/2023	48261	Baird Holm LLP	SOIURCE WATER	11,173.60
05/17/2023	48262	Beard's Salvage	WELD SHOP SUPPLIES	69.92
05/17/2023	48263	Board Of Public Works	NORTH WELL FIELD	15,858.12
05/17/2023	48264	Board Of Public Works - REBATE	LED REBATE	240.00
05/17/2023	48265	Border States Industries Inc	PATCH - MASTIC 6 1/2 X 4 1/2 IN	5,453.63
05/17/2023	48266	Bulldog Auto Supply	NITRILE DISPO GLOVES	22.46
05/17/2023	48267	Capital Business Systems Inc	LANIER COPIER	362.64
05/17/2023	48268	Capital Business Systems, Inc	LANIER COPIER	401.25
05/17/2023	48269	Capital One Spark Business	SCREW REGULATING SYSTEM	3,986.56
05/17/2023	48270	Carpenter Paper Company	PetShirt T-Shirt Rags 50# Box	119.28
05/17/2023	48271	Caselle Inc	CONTRACT SUPPORT 6/01/2023-6/30/2023	1,940.00
05/17/2023	48272	City of Auburn	FRANCHISE FEE	13,849.85
05/17/2023	48273	County Publications	QUALITY ON TAP REPORT	341.28
05/17/2023	48274	Credit Information Services	CREDIT CHECKS	74.70
05/17/2023	48275	DHHS State of Nebraska	FLUORIDE & COLIFORM TESTING	248.75
05/17/2023	48276	Eggers Brothers Inc	CABIN AIR FILTERS	291.09
05/17/2023	48277	Filter Care of Nebraska	CLEANED VEH FILTERS	11.40
05/17/2023	48278	Frontier Cooperative	PRAMITOL 5PS	987.07
05/17/2023	48279	Glenn's Corner Market	SAFETY MEETING	255.39
05/17/2023	48280	Grainger Inc	6W566 - Prince Hydraulic Directional Valve 2 Spools 25 GPM	498.94
05/17/2023	48281	Green Care Lawn Service	LAWN CARE	460.00
05/17/2023	48282	Hach Chemical Company	PERU WATER PLANT CHEMICALS	1,008.37
05/17/2023	48283	Halogen Systems	CN01 - DISPLAY W/CONTROLLER 4X4-20 mA	9,830.56
05/17/2023	48284	Hamilton Associates PC	FINAL BILLING SERVICES RENDERED	5,715.00
05/17/2023	48285	Harold K Scholz Company Inc	4160 PP & SUBST - FINAL PAYMENT	68,937.15
05/17/2023	48286	Hawkins Inc	CHLORINE CYLINDERS	2,232.00
05/17/2023	48287	HOA Solutions Inc	SCADA Upgrade - Initial 25% Terms Payment	17,847.82
05/17/2023	48288	Husker Electric	CONDUIT - PVC SCH 80 1 IN	7,182.07
05/17/2023	48289	Jackson Services Inc.	MATS	1,552.08
05/17/2023	48290	JEO Consulting Group Inc	GIS SERVICES	297.50
05/17/2023	48291	Jesco Industries, Inc.	Husky Dumper 2 CU YD 4000# HD 64x59.5x46	3,304.00
05/17/2023	48292	Johnny's Tire & Battery	UNIT 27 TIRES	236.21
05/17/2023	48293	Kansas Municipal Utilities	ELEC DISTRIBUTION URD WORKSHOP	960.00
05/17/2023	48294	Larry Chapman Metering Consultants	Common Sense Metering Book	82.00
05/17/2023	48295	League Association of Risk Management	WORKERS COMP AUDIT	10,538.49
05/17/2023	48296	Lincoln Winwater	CAP - 1 1/2 IN BI CAP	122.57
05/17/2023	48297	Lynch's Hardware & Gifts	ROLLERS	34.44
05/17/2023	48298	McMaster-Carr Supply Company	ELBOW - 1 1/2 IN ST BI 90	87.73
05/17/2023	48299	Mellage Truck & Tractor Inc	UNIT 13 BRACKET	210.13
05/17/2023	48300	Midwest Laboratories Inc	TESTING SUPPLIES	43.75
05/17/2023	48301	Municipal Supply of NE Inc	Brass Adapter - AD-12A - 2-1/2" MNST x 2" MIPT	3,187.76
05/17/2023	48302	Nebraska Dept of Environment and Energy	GRADE 3 COURSE SHERMAN	380.00
05/17/2023	48303	Nemaha County Clerk	LIEN RELEASE	10.00
05/17/2023	48304	Northern Tool & Equipment Co	ANNUAL ADVANT RENEWAL	39.99
05/17/2023	48305	Olsson	PROF SERVICES RENDERED 12/31/22-4/8/23	6,160.00
05/17/2023	48306	Omaha Door & Window	PMP 7 DOORS	663.31
05/17/2023	48307	One Call Concepts Inc	LOCATES	179.65
05/17/2023	48308	Petty Cash	POWER PLANT SUPPLIES	569.97
05/17/2023	48309	Pinpoint Auburn, Inc	PHONE SERVICE 4/01/2023-4/30/2023	432.13
05/17/2023	48310	PIP Marketing Signs & Print	STATEMENTS	3,008.74

City of Auburn
Board of Public Works

Check Register - For Board Claims - no signature line
Check Issue Dates: 5/1/2023 - 5/31/2023

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Check Issue Date	Check Number	Payee	Description	Amount
05/17/2023	48311	Rhodus, Cady	CLEANING	426.00
05/17/2023	48312	Sack Lumber Company	RUST ENAMEL	282.86
05/17/2023	48313	Safety-Kleen Systems Inc	Incineration Fee for Above 5" Oil Layer	120.00
05/17/2023	48314	Scantron Technology Solutions	BACKUP MANAGEMENT	2,941.34
05/17/2023	48315	T & R Electric Incorporated	Transformer Ground Straps 12" - RCVD 5/4/23	274.00
05/17/2023	48316	US Cellular	MONTHLY SERVICE CHG - 4/10/2023-5/09/2023	817.72
05/17/2023	48317	Vermeer Equipment of Nebraska Inc	BRUSH CHIPPER BC1400	301.88
05/17/2023	48318	Village of Brownville	APRIL WASTE WATER	7,243.37
05/17/2023	48319	Village of Nemaha	APRIL GARBAGE	3,839.18
05/17/2023	48320	Water Engineering Inc	MONTHLY AGREEMENT	432.11
05/17/2023	48321	Western Area Power Administration	ENERGY- APRIL 2023	25,117.94
05/17/2023	48322	Zoro Tools Inc	C20699 - Band-It 3/4" x 100' Roll	138.54
Grand Totals:				263,789.86

Report Criteria:

Report type: Summary

Report Criteria:

Summary report

Check Issue Date	Check Number	Payee	Amount
05/17/2023	48323	Campbell, Mitchell	91.37
05/17/2023	48324	Clark, Estate of Clinton	94.98
05/17/2023	48325	Jurey, Lydia	192.46
05/17/2023	48326	Mangnall, Peggy	222.19
05/17/2023	48327	Rieger, Breanna	152.71
05/17/2023	48328	Rodriguez, Luis	269.63
05/17/2023	48329	Smith, Jeremy	130.72
05/17/2023	48330	Sramek, Dana	484.20
Grand Totals:			1,638.26

Checks Written Need Ratified

AFLAC	271.16
Ameritas	7,371.89
ASB	250.00
ASSURITY	102.79
BCBS	15,714.00
Black Hills Energy	117.15
Chase Paymentech	1,871.48
DIRECT DEPOSIT TOTAL	41,809.08
Guardian Life	1,439.31
IBEW 1536	675.43
IRS	15,455.32
Mid-American Benefits Inc	10,257.53
Mutual of Omaha	362.38
NDOR W/H	5,258.41
NE Dept of Revenue	29,900.06
NPPD	196,917.33
Southwest Power Pool	28,775.52
The Principal Group	1,639.18
United Parcel Service	177.61
Verizon Wireless	141.35
WEX Fleet Universal	2,890.92
Windstream	100.24
Xpress Bill Pay	563.38
	<u>362,061.52</u>

Claim by Fund Totals

Electric	133,738.94
Water	51,148.02
Wastewater	47,965.10
Garbage	19,855.25
Villages	11,082.55
	<u>263,789.86</u>

April Claims Transfer Request - ASB Money Market to Checking

Vendor Claims		263,789.86	Prior Month ACH Claims	362,061.52
Prior Month ACH Claims		362,061.52	AFLAC	271.16
Payroll		100,000.00	Ameritas	7,371.89
Bond Payment		119,446.25	ASB	250.00
	Payments	<u>845,297.63</u>	ASSURITY	102.79
			BCBS	15,714.00
			Black Hills Energy	117.15
			Chase Paymentech	1,871.48
Bank Balance Checking	4/30/2023	318,766.55	DIRECT DEPOSIT TOTAL	41,809.08
O/S Checks & ACH		67,192.04	Guardian Life	1,439.31
O/S Deposits		<u>5,776.43</u>	IBEW 1536	675.43
		<u>257,350.94</u>	IRS	15,455.32
			Mid-American Benefits Inc	10,257.53
Payments - Balance		(587,946.69)	Mutual of Omaha	362.38
			NDOR W/H	5,258.41
Operational Transfer Request		706,000.00	NE Dept of Revenue	29,900.06
			NPPD	196,917.33
Estimated Ending Balance		118,053.31	Southwest Power Pool	28,775.52
			The Principal Group	1,639.18
			United Parcel Service	177.61
			Verizon Wireless	141.35
			WEX Fleet Universal	2,890.92
			Windstream	100.24
			Xpress Bill Pay	563.38

**Cost of Unbilled
Services Provided to the City of Auburn
2023**

Month	Labor	Equipment	Materials	Street Lights Utility Bill	Inspections	Free Water Service	Free Sewer Service	Total
January	19,704.19	12,915.00	1,374.31	2,445.17				36,438.67
February	8,108.68	5,305.00	66.97	2,140.73				15,621.38
March	4,067.32	1,150.00	338.84	2,279.97				7,836.13
April	1,701.51	720.00	55.40	1,743.24				4,220.15
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	\$33,581.70	\$20,090.00	\$1,835.52	\$8,609.11	\$0.00	\$0.00	\$0.00	\$64,116.33

City of Auburn
Board of Public Works

Task and Activity Report - Task Hours for Board Meetings
Report Dates: 4/1/2023 - 4/30/2023

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Activity Code	Activity Description	Task Number	Task Title	Date	Hours
	Total Activity: 100 Regular:				2,896.25
	Total Activity: 200 Overtime:				70.00
	Total Activity: 300 Vacation:				133.00
	Total Activity: 401 Sick:				128.50
	Total Activity: 701 Holiday:				88.00
	Total Activity: 703 Holiday-Double:				1.00
	Total Activity: 810 Peru - Regular:				48.25
	Total Activity: 811 Peru - Overtime:				4.00
	Total Activity: 812 Nemaha - Regular:				8.00
	Total Activity: 814 Brownville - Regular:				7.00
	Total Activity: 815 Brownville - Overtime:				2.00
	Total Activity: 820 Johnson - Regular:				2.50
	Total Activity: 825 Brownville - CTE:				2.00
	Total Activity: 827 Peru - CTE:				14.00
	Total Activity: 828 Auburn - Regular:				1.00
	Total Activity: 843 Peru Holiday DBL CTE:				2.00
	Total Activity: 901 Comp Time Used:				23.50
	Total Activity: 902 Comp Time Earned:				10.00
Grand Totals:					3,441.00

Village of Brownville

2023 Costs Incurred and Billed

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Labor for Billing	250.00	250.00	250.00	250.00									1000.00
Billing Charge for Bills Sent	56.50	57.00	57.50	57.50									228.50
Verizon SCADA	45.53	46.16	-46.16										45.53
Shipping Samples													0.00
Mileage				25.81									25.81
Materials	15.07												15.07
Credit													0.00
Water Meters													0.00
Meals													0.00
Labor - Electric REG													0.00
Labor - Elec OT													0.00
Labor- Water REG	100.00												100.00
Labor- WW REG				550.00									550.00
Labor- Admin REG	100.00												100.00
Labor - Water OT													0.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment				500.00									500.00
Monthly Totals	567.10	353.16	261.34	1,383.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,564.91

Village of Johnson

2023 Costs Incurred and Billed

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Shipping Samples													0.00
Mileage			13.10										13.10
Materials													0.00
Water Meters													0.00
Meals													0.00
Labor - Electric REG													0.00
Labor- Water REG													0.00
Labor- WW REG		300.00	50.00										350.00
Labor- Admin REG													0.00
Labor - Water OT													0.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment		345.00											345.00
Monthly Totals	0.00	645.00	63.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	708.10

Village of Nemaha

2023 Costs Incurred and Billed

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Labor for Billing	200.00	200.00	200.00	200.00									800.00
Billing Charge for Bills Sent	50.00	50.00	50.00	50.00									200.00
Verizon SCADA			89.93	40.01									
Shipping Samples	11.69	11.67	23.24	11.59									58.19
Mileage	149.54	101.26	152.29	112.66									515.75
Materials		316.75	63.05										379.80
Water Meters													0.00
Meals													0.00
Labor- Water REG	387.50	1,937.50	1,050.00	375.00									3,750.00
Labor- WW REG	75.00	37.50	75.00	50.00									237.50
Labor- Admin REG	100.00	100.00	100.00	100.00									400.00
Labor - Water OT													0.00
Labor - WW OT													0.00
Labor - HOLDBL													0.00
Equipment		400.00											400.00
Monthly Totals	973.73	3,154.68	1,803.51	939.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,741.24

City of Peru

2023 Costs Incurred and Billed

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Verizon SCADA	91.07	92.32	87.55	101.34									372.28
Shipping Samples	11.69	11.67	11.62	11.59									46.57
Mileage	534.61	433.74	529.17	485.09									1,982.61
Materials	712.41	149.84		269.83									1,132.08
Water Meters													0.00
Bulk Water													0.00
Meals													0.00
Finance Fees	85.10												
Labor- Water REG	2,450.00	2,150.00	2,475.00	2,025.00									9,100.00
Labor- WW REG	225.00			150.00									375.00
Labor- Admin REG	350.00	350.00	350.00	350.00									1,400.00
Labor - Water OT/CTE	850.00	850.00	1,075.00	1,050.00									3,825.00
Labor - WW OT													0.00
Labor - HOLDBL	100.00			200.00									300.00
Equipment	655.00			150.00									805.00
Monthly Totals	6,064.88	4,037.57	4,528.34	4,792.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,338.54



6121 Highway 177
 Shawnee, OK 74804
 Phone: (800) 874-0166 or (405) 878-0166
 Fax: (888) 323-1223 or (405) 878-0209

April 26, 2023
 Attention: Harley Slater
 Auburn Public Works Board
 Phone: (402) 274-4981
aslater@auburnbpw.com
 Auburn, NE 68305

Dear Mr. Slater:

As requested, your pricing is as follows:

Fab-Seal Industrial Liners, Inc., will furnish labor and equipment needed to fabricate and install:

Two (2) liner fabricated from Two (2) Options:

120' long x 40' wide x 22' deep with 3" hem for batten strip attachment. Including batten strip & hardware, 16 oz geotextile padding for the floor and walls, one (1) 12" pipe on sump, one (1) large sump 5' x 5', one (1) overflow 12" and one (1) door.

Option One (1) 40 Mil White PVC (NSF 40 AP):

Cost of Liner:	\$ 68,922.99
Batten Strip & Hardware:	\$ 3,240.00
Geotextile Padding:	\$ 7,132.51
One (1) 12" Pipe on Sump:	\$ 200.00
One (1) Large Sump:	\$ 322.50
One (1) 12" Overflow:	\$ 200.00
Cost Of Material for One (1) Lining System:	\$ 80,018.00
Cost Of Material for Two (2) Lining System:	\$160,036.00

Option Two (2) 60 Mil White PVC (NSF 60 AP):

Cost of Liner:	\$103,194.09
Batten Strip & Hardware:	\$ 3,240.00
Geotextile Padding:	\$ 7,132.51
One (1) 12" Pipe on Sump:	\$ 200.00
One (1) Large Sump:	\$ 322.50
One (1) 12" Overflow:	\$ 200.00
Cost Of Material for One (1) Lining System:	\$114,289.10
Cost Of Material for Two (2) Lining System:	\$228,578.20

All Currency USD unless otherwise stated

Mobilization:

Installation:	\$ 22,500.00
Travel:	<u>\$ 3,275.00</u>
Total Mobilization Cost for One (1) Lining System:	\$ 25,775.00
Total Mobilization Cost for Two (2) Lining System:	\$ 51,550.00

Total Material Cost for Option One (1):	\$160,036.00
Site Survey:	\$ 2,500.00
Mileage:	\$ 2,125.00
Total Mobilization Cost:	<u>\$ 51,550.00</u>
Turnkey Cost for Option One (1):	\$216,211.00

Total Material Cost for Option Two (2):	\$228,578.20
Site Survey:	\$ 2,500.00
Mileage:	\$ 2,125.00
Total Mobilization Cost:	<u>\$ 51,550.00</u>
Turnkey Cost for Option One (1):	\$284,753.20

Note: The quote is based on a rectangular concrete tank with no columns inside.

* FOB: Shawnee, OK

*State sales tax not included: Please read terms and conditions on sales tax and other taxes

*End user is responsible for: (please initial that you understand these responsibilities)

_____ Tank needs to be empty, open, and accessible upon our arrival. Please make sure all inlets/outlets are disconnected from tank. Any additional modifications will result in an additional charge. All modifications, such as cutting/welding, leak monitor port and flat face flanges on internal inlets/outlets need to be completed prior to our installation

Our proposal does not include a non-working safety watch, fire watch, or hole watch.

FAB-SEAL INDUSTRIAL LINERS, INC.

TERMS AND CONDITIONS APPLICABLE TO ALL PROPOSALS

These terms and conditions are applicable to all proposals made by Fab-Seal Industrial Liners Inc., unless expressly indicated otherwise on the proposal.

Quote Reference: D23-0147

Addressed to: Auburn Public Works Board (Auburn, NE 68305)

The terms and conditions set forth below are incorporated into the above referenced proposal. This proposal when accepted pursuant to its terms shall constitute a binding and legal contract between the parties. This Contract shall be deemed to have been entered into in Pottawatomie County, Oklahoma, and shall be construed pursuant to the laws of the State of Oklahoma.

All Currency USD unless otherwise stated

Pricing excludes: Hydrostatic examination (water testing). Non-productive fire watch, watchman or hole-watch personnel. Disconnecting or reconnecting pumps, valves, external piping, instrumentation, or other additions.

Payment terms: 40% shall be paid upon acceptance of the proposal (non-refundable and non-transferable), with the balance of 60% due within thirty (30) days of completion of the job. We accept Visa & MasterCard, (all cards will be charged an extra 3.5 %) or you may also send a check

Sales tax and other taxes: Customer is responsible for all state sales taxes and other similar taxes due on this transaction. Provided, Fab-Seal Industrial Liners, Inc. may be responsible for collecting and remitting said tax to the state, and if so, the amount of applicable state sales tax shall be added to the amount of the proposal.

Changes: Prices are subject to change pending final dimensions and/or drawings if same differ from the proposal.

Acceptance: This proposal is valid for thirty (30) days from the date hereof and if not accepted within said thirty (30) days, the amount of the proposal is subject to change.

Additional Costs: The proposal is subject to additional costs for any delays encountered from other sources, such as site not being prepared by the customer or any of customer's hired sub-contractors, inclement weather and similar circumstances that are beyond the control of Fab-Seal Industrial Liners, Inc.

Permits, Fees and Licenses: Customer shall be responsible for obtaining and paying for all permits, fees, and licenses necessary to complete the project described in the proposal.

Site Condition: Customer shall be responsible for providing suitable access to the site and providing a clean, dry and vapor free tank suitable to work in and around in a safe manner. Customer shall be responsible for providing utilities, including but not limited to, electrical and water, necessary for Fab-Seal Industrial Liners, Inc., to perform the services set forth in the proposal.

Labor: Fab-Seal Industrial Liners, Inc. contemplates using open shop field labor for this project. If other contractors or sub-contractors are on site, Customer will provide a secure work site for Fab-Seal Industrial Liners, Inc. and any additional costs associated with providing such work site shall be paid by Customer. Should Fab-Seal Industrial Liners, Inc. be required to use union labor, customer shall remit the additional cost associated with the use of such union labor.

Installation: The installation price does not include any electrical, concrete, blacktop or sewer work, unless expressly stated in the proposal.

Floating: In the event a tank should float during or following application of the liner, Fab-Seal Industrial Liners, Inc. shall be held harmless and all expenses for equipment, labor and material to re-install tanks shall be paid by Customer.

Weather: In the event weather causes Fab-Seal Industrial Liners, Inc. to incur additional expenses to carry out this project, including, but not limited to, removal of frost or protection from freezing, the additional costs shall be charged to Customer.

Contamination: In the event, area surrounding the tank is determined to be contaminated, then prior to Fab-Seal Industrial Liners, Inc. commencing work at the site, Customer agrees to indemnify and hold Fab-Seal Industrial Liners, Inc. harmless for any liability caused by such contamination. Furthermore, in the event additional leakage occurs after the liner is installed, Customer agrees to hold harmless and indemnify Fab-Seal Industrial Liners, Inc. for any ground contamination liability except for repair of the tank. Any additional corrective action required, and any non-normal time delays due to the contamination shall be at the expense of the Customer and a reasonable charge for time and material shall be added to the contract price.

Disposal: Customer shall be responsible for disposal of any hazardous material discovered in connection with the project.

Delinquent Payments: Any payments not made when due shall bear interest at the rate of 1.5% per month (18% per annum) or at the maximum legal rate allowed by law, whichever is less.

WARRANTIES: EXCEPT AS SET FORTH HERETO, FAB SEAL INDUSTRIAL LINERS, INC. IS PROVIDING NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, WITH RESPECT TO THIS PROJECT AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY CLAIMS UNDER THE WARRANTY ATTACHED HERETO SHALL BE MADE WITHIN ONE (1) YEAR OF THE COMPLETION OF THE PROJECT, OR WILL BE DEEMED BARRED.

Insurance: Fab-Seal Industrial Liners, Inc. will indemnify and hold Customer harmless for any damages caused by its negligence. Fab-Seal Industrial Liners, Inc. agrees to maintain insurance to the limits currently in effect, and if requested, will provide Customer with a certificate of insurance for the duration of the project. Customer agrees to indemnify and hold Fab-Seal Industrial Liners, Inc. harmless for any damages caused by Customer, its agents, employees and contractors. Customer agrees to maintain insurance to the limits currently in effect, and if requested will provide Fab-Seal Industrial Liners, Inc. with a certificate of insurance for the duration of the project.

Sur-Charges: In the event any sur-charges apply to any of the materials required for this project and in the event such sur-charges were not in effect at the time of the submission of the attached proposal, then such sur-charges will be an additional charge to be added to the contract price.

Disputes: In the event either party institutes litigation to enforce any provision hereof, the prevailing party shall be entitled to recover reasonable attorney fees and court costs. This Warranty is made and entered into in the State of Oklahoma. The parties agree that jurisdiction and venue for litigation shall be in the Oklahoma State District Courts.

Proposal and Terms and Conditions Above: Accepted by Customer this ____ day of _____, 2023.

Company:

By:

Title:

Site Contact:

Name: _____

Phone: _____

E-mail: _____

Address: _____

Billing Contact:

Name: _____

Phone: _____

E-mail: _____

Address: _____

Quotation

Quote Number: 100893060v2

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: 20-Mar-2023

Quote Expiration: 19-May-2023

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: John Rigdon Email: john.rigdon@hach.com Phone: 463-710-5546

PRICING QUOTATION

Line	Part Number	Description	Qty	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	3,321.00	16,605.00
2	LXV525.99E11501	SC4500 Controller, Prognosys, 5x mA Output, 1 digital Sensor, 100-240 VAC, US plug. Standard lead time 25 days.	3	3,031.00	9,093.00
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	274.00	822.00
4	5743700	Valve, Shut-Off, 2-Way F/ ¼" Tubing. Standard lead time 10 days.	5	57.69	288.45
5	LZY911	Tubing for TU5300 sc and TU5400 sc Turbidimeters. Standard lead time 10 days.	5	62.90	314.50
6	WRTUPGTU53XX - 1 VISIT	WarrantyPlus Service Agreement includes one on-site start-up or preventative maintenance/calibration visit 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.	1	592.00	592.00
		Onsite services require a \$3,000 minimum – if the minimum is not met and additional instruments cannot be added, a surcharge will be added to assist with reaching the minimum.			

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
				Grand Total	\$ 27,714.95

Agenda Item #21

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.
 Standard lead time is 30 days.
 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: John Rigdon
 Title: Inside Sales Account Manager
 Phone: 463-710-5546
 Email: john.rigdon@hach.com

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, United States (Incoterms 2010). 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 <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com 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

* * *



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

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


2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

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} Pricing Effective 4/11/2020						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 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- 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.
 - 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.
 - 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.
 - 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.