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

***ROUTINE BUSINESS***

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

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***CONSENT AGENDA***

1. Minutes Approval for February 19, 2026
2. Agenda Approval
3. Consent Agenda

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

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***OLD BUSINESS***

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***REGULAR BUSINESS***

1. Discussion and Action – Recommendation to City Council to approve and sign the resolution and contract amendment for the Gas Supply Agreement for the PEFA program with Clayton Energy
2. Discussion and Action – Consider moving Falls City Foods from large power rate to general service urban (no demand) rate
3. Discussion and Action– Discuss WAPA Firm Electric Service contract options
4. Discussion and Action – Consider setting a pricing standard for state lab testing
5. Discussion and Action – Request approval of the Cloud-Hosted SCADA Agreement with HOA Solutions Inc.
6. Discussion – Update on Nebraska Rural Generation Project

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***ADJOURNMENT***

Trevor Campbell, Public Works Director

## REGULAR MEETING OF THE FALLS CITY BOARD OF PUBLIC WORKS

February 19<sup>th</sup>, 2026  
2307 Barada Street  
Falls City, Nebraska

A regular meeting of the Board of Public Works of the City of Falls City, Nebraska, was held at the City Hall, 2307 Barada Street in said City on the 19<sup>th</sup> day of February 2026 at 5:30 o'clock P.M. Present were: Board Members: Froeschl, Rieger, Joy, and Koopman. Absent: Johansen. Trevor Campbell recorded the minutes of the meeting. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the Board Chairperson and all members of the Board and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Chairperson and Board of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The Chairperson publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

### **PUBLIC WORKS DIRECTOR REPORT**

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

### **CONSENT AGENDA**

A motion was made by Joy and seconded by Rieger to approve the consent agenda as follows: *WHEREAS*, certain business of the Board of Public Works of the City of Falls City (City) transpires on a regular and routine basis or is not of controversial nature; and *WHEREAS*, roll call votes on each individual issue greatly extend the meeting time. *NOW, THEREFORE, BE IT HEREBY RESOLVED* BY the Board of Public Works that in the interest of economizing time, yet complying with the Public Meeting Laws of the State of Nebraska, which require roll call voting, the following issues are hereby consolidated in this Consent Resolution: 1. *BE IT FURTHER RESOLVED* BY the Board of Public Works that the minutes from the February 5<sup>th</sup>, 2026, meeting is hereby approved. 2. *BE IT FURTHER RESOLVED* BY the Board of Public Works that the agenda for February 19<sup>th</sup>, 2026, is hereby approved. 3. *BE IT FURTHER RESOLVED* BY the Board of Public Works that the Consent Agenda for February 19<sup>th</sup>, 2026, is hereby approved. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Rieger, Joy, Koopman. "NAY" None. "ABSENT": Johansen. Motion carried.

### **REQUEST FOR APPROVAL OF OLSSON WORK ORDER AGREEMENT IN THE AMOUNT OF \$9,800.00 TO USE GROUND PENETRATING RADAR (GPR) TO LOCATE EXISTING GRAVES OR OTHER FOREIGN MATERIALS IN THE FORMER FALLS CITY CEMETERY**

Following discussion and review of the agreement, a motion was made by Froeschl and seconded by Rieger to approve the work order agreement in the amount of \$9,800.00 to use GPR to locate existing graves or other foreign materials in the former Falls City cemetery as presented. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Rieger, Joy, Koopman. "NAY" None. "ABSENT": Johansen. Motion carried.

### **REQUEST FOR APPROVAL OF JEO CONSULTING GROUP INC SERVICE AGREEMENT IN THE AMOUNT OF \$10,000.00 TO PROVIDE FOR GIST PROFESSIONAL SERVICES ASSOCIATED WITH DEVELOPING THE CITY'S WATER SERVICE LINE INVENTORY**

Following discussion and review of the agreement, a motion was made by Koopman and seconded by Joy to approve the JEO Consulting Group Inc. service agreement in the amount of \$10,000.00 to provide for GIS Professional Services associated with developing the City's Water Service Line Inventory. Roll was called on

this motion and the members voted as follows: "YEA" Froeschl, Rieger, Joy, Koopman. "NAY" None. "ABSENT": Johansen. Motion carried.

**REQUEST TO APPROVE AMENDMENT #2 TO THE AGREEMENT WITH MILLER & ASSOCIATES FOR PROJECT NO. 495-D1-006 TO PREPARE BIDDING DOCUMENTS AND ASSIST WITH EPA COMMUNITY GRANT PROGRAM FUNDING REQUIREMENT FOR PLUG VALVE INSTALLATION ON GRAVITY SEWER MAIN NEAR THE NORTHEAST LIFT STATION WITH COSTS NOT TO EXCEED \$10,000.00**

Following discussion and review of the proposed amendment, a motion was made by Joy and seconded by Koopman to approve Amendment #2 to the agreement with Miller & Associates for Project No. 495-D1-006. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Rieger, Joy, Koopman. "NAY" None. "ABSENT": Johansen. Motion carried.

**CONSIDER CANCELLATION OR RESCHEDULING OF THE MARCH 5, 2026 MEETING**

Following discussion, a motion was made by Koopman and seconded by Joy to reschedule the March 5, 2026 meeting for March 12, 2026, and to cancel the meeting on March 19, 2026. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Rieger, Joy, Koopman. "NAY" None. "ABSENT": Johansen. Motion carried.

**MEETING ADJOURNED AT 6:49 PM**

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chairperson and Board on February 19<sup>th</sup>, 2026, that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRPERSON

**ITEMS TO BE INCLUDED ON AGENDA**

**CITY OF FALLS CITY, NEBRASKA/FALLS CITY UTILITY**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ITS GAS SUPPLY AGREEMENT WITH PEFA, INC IN CONNECTION WITH THE RESET OF THE AVAILABLE DISCOUNT IN PEFA, INC.'S GAS PREPAYMENT PROJECT; APPROVING THE ISSUANCE OF BONDS BY PEFA, INC.; AND RELATED MATTERS**

NOTICE MUST BE GIVEN PURSUANT TO [\_\_\_\_\_] CODE  
CHAPTER [\_\_\_] AND THE LOCAL RULES OF THE CITY

\_\_\_\_\_, 2026

The City Council, the governing body of the gas utility of the City of Falls City, State of Nebraska, met in \_\_\_\_\_ session, in the \_\_\_\_\_, at \_\_\_\_\_ [AM/PM], on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was:

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon the Mayor declared the following Resolution duly adopted:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ITS GAS SUPPLY AGREEMENT WITH PEFA, INC IN CONNECTION WITH THE RESET OF THE AVAILABLE DISCOUNT IN PEFA, INC.'S GAS PREPAYMENT PROJECT; APPROVING THE ISSUANCE OF BONDS BY PEFA, INC.; AND RELATED MATTERS**

WHEREAS, PEFA, Inc. has acquired long-term natural gas supplies from Aron Gas Prepay 1, LLC ("Prepay Supplier"), pursuant to a Prepaid Natural Gas Sales Agreement (the "Prepaid Agreement"), dated as of May 22, 2019, for resale to those public gas distribution systems that elected to contract with PEFA, Inc. for a portion of the gas purchased from Prepay Supplier (the "Prepaid Project"); and

WHEREAS, in order to fund the prepayment of gas supplies in connection with the Prepaid Project, PEFA, Inc. issued its Gas Project Revenue Bonds, Series 2019 (the "Series 2019 Bonds"); and

WHEREAS, the gas utility of the City of Falls City, State of Nebraska ("Gas Purchaser") and PEFA, Inc. are parties to that certain Gas Supply Agreement dated as of May 1, 2019 (the "Supply Agreement") providing for the sale and purchase of gas supplies from the Prepaid Project, and capitalized terms used and not defined in this resolution shall have the meanings assigned to them in the Supply Agreement; and

WHEREAS, the Supply Agreement provides for the periodic re-calculation of the Available Discount for Reset Periods subsequent to the Initial Discount Period pursuant to procedures and parameters set forth in a Re-Pricing Agreement between PEFA, Inc. and Prepay

Supplier; and

WHEREAS, the Initial Discount Period expires on July 31, 2026 and pursuant to the Re-Pricing Agreement the amount of the Available Discount and the length of the Reset Period during which the Available Discount will be in effect will be determined; and

WHEREAS, PEFA, Inc. is in discussions with Prepay Supplier in connection with the optimal approach to structuring the refunding of the Series 2019 Bonds with the issuance of PEFA, Inc.'s Series 2026 Bonds (the "Series 2026 Bonds") and is considering different options which affect the Available Discount for the Reset Period, including different options for the term, volumes, and discount to be available during the Reset Period; and

WHEREAS, certain of those options may require an amendment to the Supply Agreement, while others may not;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council, the governing body of the gas utility of the City of Falls City, State of Nebraska (the "Governing Body"), as follows:

SECTION 1: The Mayor (the "Authorized Officer") is hereby authorized to (a) respond to all notices provided by PEFA, Inc. with respect to the estimated Available Discount and the final Available Discount for the upcoming Reset Period, (b) accept an Available Discount for the next Reset Period that is less than the Minimum Discount specified in the Supply Agreement; and (c) enter into an amendment to the Supply Agreement between Gas Purchaser and PEFA, Inc., if necessary and appropriate, to reflect such changes to the Supply Agreement as shall be necessary or desirable in structuring the best resolution of the Reset Period options that may be available to PEFA, Inc. under the Re-Pricing Agreement, including, without limitation, (i) an extension to the Delivery Period specified in the Supply Agreement; and (ii) a reduction or increase to the volume of gas purchased from PEFA, Inc. under the Supply Agreement subject to federal tax requirements.

SECTION 2: The amendment to the Supply Agreement shall be substantially in the form attached hereto as Exhibit A (the "Amendment"), which such form is hereby approved, to include such completions, deletions, insertions, revisions, and other changes as may be approved by the Authorized Officer executing same with the advice of counsel, their execution to constitute conclusive evidence of their approval of any such changes.

SECTION 3: The Governing Body approves the Prepaid Project undertaken by PEFA, Inc. and the portion of the Series 2026 Bonds issued by PEFA, Inc. on behalf of the Gas Purchaser, and consents to the pledge of all of PEFA, Inc.'s right, title and interest under the Supply Agreement, including the right to receive performance by Gas Purchaser of its obligations thereunder, to secure the payment of principal of and interest on the Series 2026 Bonds.

SECTION 4: The officers and employees of Gas Purchaser, as well as any other agent or

representative of Gas Purchaser (including, without limitation, Clayton Energy), are hereby authorized and directed to cooperate with and provide PEFA, Inc., the underwriters of the Series 2026 Bonds, and their agents and representatives with such information relating to Gas Purchaser as is necessary for use in the preparation and distribution of a preliminary official statement or other disclosure document used in connection with the sale of the Series 2026 Bonds. After the Series 2026 Bonds have been sold, any officer or employee of Gas Purchaser, or any agent or representative designated by Gas Purchaser, shall make such completions, deletions, insertions, revisions, and other changes in the preliminary official statement relating to Gas Purchaser not inconsistent with this Resolution as are necessary or desirable to complete it as a final official statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Governing Body hereby covenants and agrees that Gas Purchaser will cooperate with PEFA, Inc. in the discharge of PEFA, Inc.'s obligations to provide annual financial and operating information and notification as to material events with respect to Gas Purchaser as may be required by the Rule. Any officer or any employee of Gas Purchaser, or such other agent or representative of Gas Purchaser as shall be appropriate (including, without limitation, Clayton Energy), is hereby authorized and directed to provide such information as shall be required for such compliance, and such officer or employee may execute a continuing disclosure agreement with respect to the provision of such information if requested to do so by the underwriters of the Series 2026 Bonds.

SECTION 5: The Series 2026 Bonds are not obligations of Gas Purchaser but are special limited obligations of PEFA, Inc. payable solely from the revenues and receipts pledged by PEFA, Inc. under the Indenture, including the revenues and receipts arising from the sale of gas to Project Participants. By consenting to the pledge of the Supply Agreement and agreeing to provide information for inclusion in the official statement, Gas Purchaser is not incurring any financial liability with respect to the Series 2026 Bonds. The principal, redemption price and purchase price (to the extent payable by PEFA, Inc. upon tender for purchase in accordance with the provisions of the financing documents authorizing issuance of the Series 2026 Bonds, or any loan agreement, trust agreement or other agreements of PEFA, Inc. required thereby (the "Financing Documents")) of the Series 2026 Bonds and the interest thereon, shall be payable solely from, and secured solely by, the revenues, funds and other assets of PEFA, Inc. pledged therefor under the applicable Financing Documents and shall not constitute a special or general obligation of the Gas Purchaser or the City, or a charge against the general credit or other funds of the Gas Purchaser or the City. The Series 2026 Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Gas Purchaser or the City or any of its income or receipts. Neither the faith and credit nor the taxing power of the State of Nebraska (the "State") or the Gas Purchaser or the City or any other public agency shall be pledged to the payment of the principal, redemption price or purchase price of, or the interest on, the Series 2026 Bonds. The issuance by PEFA, Inc. of the Series 2026 Bonds shall not directly, indirectly or contingently obligate the State, the Gas Purchaser or the City or any other public agency, to levy or pledge any form of taxation or to make any appropriation for the payment of the Series 2026 Bonds. The payment of the principal, redemption price or purchase price of, or interest on, the Series

2026 Bonds shall not constitute a debt, liability or obligation of the State, the Gas Purchaser or the City, or any other public agency.

SECTION 6. The Governing Body understands and agrees that Ahlers & Cooney, P.C, represents the Agency and PEFA, Inc., in connection with the Agency Agreement, the Supply Agreement, the Series 2026 Bonds, and associated documents and transactions, and, hereby consents to such representation and to the extent such representation might be an actual, potential, or perceived conflict of interest, the Governing Body waives any such conflict and consents to said representation.

SECTION 7: The Authorized Officer is hereby authorized to execute any such other closing documents or certificates which may be required or contemplated in connection with the execution and delivery of the Amendment to the Supply Agreement or the establishment of a new Reset Period for the Prepaid Project.

SECTION 8: This Resolution shall take effect immediately upon its adoption and shall be effective for all decisions that may be made for the upcoming Reset Period under the Supply Agreement between Gas Purchaser and PEFA, Inc., and for the finalization of any amendments to the Supply Agreement in order to effectuate the refunding of PEFA, Inc.'s Series 2019 Bonds.

SECTION 9: If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 10: All other resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)



**EXHIBIT A**  
**FORM OF AMENDMENT TO GAS**  
**SUPPLY AGREEMENT**

[Attached]

4915-5864-2580-1\22170-002

## AMENDMENT TO GAS SUPPLY AGREEMENT

This AMENDMENT TO GAS SUPPLY AGREEMENT (this “*Amendment*”) is entered into as of the 1st day of [\_\_\_\_], 2026, by and between PEFA, Inc., a non-profit corporation duly organized and existing under the laws of the State of Iowa and, in particular, Iowa Code Chapter 504, as amended from time to time (the “*Act*”), and [Project Participant], a public body and political subdivision created and existing under the laws of the State of \_\_\_\_\_ (the “*Gas Purchaser*”). PEFA, Inc. and the Gas Purchaser may be referred to individually in this Amendment from time to time as a “*Party*” or collectively as the “*Parties*”. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Supply Agreement referenced below.

WHEREAS, PEFA, Inc. issued its Gas Project Revenue Bonds, Series 2019 (the “*Series 2019 Bonds*”), pursuant to a Trust Indenture, dated as of May 1, 2019; and

WHEREAS, proceeds of the Series 2019 Bonds were applied by PEFA, Inc. to purchase an approximately 30-year prepaid supply of natural gas (the “*Gas Supply*”) from Aron Gas Prepay 1 LLC. (“*Prepay LLC*”), as seller, pursuant to a Prepaid Natural Gas Sales Agreement, dated as of May 22, 2019 (the “*Prepaid Gas Agreement*”); and

WHEREAS, in connection with its acquisition of the Gas Supply, PEFA, Inc. and the Gas Purchaser entered into that certain Gas Supply Agreement, dated as of May 1, 2019, providing for the sale of a portion of the Gas Supply by PEFA, Inc. to the Gas Purchaser (the “*Supply Agreement*”); and

WHEREAS, PEFA, Inc. and U.S. Bank National Association, as trustee, have entered into an Amended and Restated Trust Indenture, dated as of [\_\_\_\_] 1, 2026, providing for the issuance of PEFA, Inc.'s Gas Supply Revenue Refunding Bonds, Series 2026A (the “*2026A Bonds*”); and

WHEREAS, a portion of the proceeds of the 2026A Bonds will be used by PEFA, Inc. to prepay the costs of the acquisition of an additional supply of natural gas under an Amended and Restated Prepaid Gas Agreement, a portion of which will be resold to the Gas Purchaser; and

WHEREAS, in connection with the issuance of the 2026A Bonds, PEFA, Inc. and the Gas Purchaser have agreed to amend certain provisions of the Supply Agreement as provided herein;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I**  
**AMENDMENTS TO SUPPLY AGREEMENT**

Section 1.1. Amendments to Section Recitals. The second paragraph of the Recitals is amended and restated in its entirety as follows:

WHEREAS, PEFA, Inc. has planned and developed a project to acquire long-term Gas supplies originally from Aron Gas Prepay 1 LLC ("**Prepay LLC**"), a Delaware limited liability company and a special purpose entity created by J. Aron & Company LLC ("**J. Aron**") a New York limited liability company and a wholly-owned subsidiary of The Goldman Sachs Group, Inc., pursuant to a Prepaid Natural Gas Sales Agreement, dated as of May 22, 2019 (the "**Original Prepaid Gas Agreement**"), which such Original Prepaid Gas Agreement has been amended pursuant to that certain Amended & Restated Prepaid Natural Gas Sales Agreement (the "**Prepaid Gas Agreement**"), dated as of [\_\_\_\_], 2026, by and between PEFA, Inc. and Prepay LLC, to meet a portion of the Gas supply requirements of Gas Purchaser and other publicly owned gas that elect to participate (together the "**Project Participants**") through a gas prepayment project (the "**Project**"); and

Section 1.2. Amendments to Section 1.2. Section 1.2 of the Supply Agreement is hereby amended by (a) deleting the definitions of the terms "**Available Discount**", "**Indenture**", "**Bonds**", "**Commodity Swaps**", "**Commodity Swap Counterparties**", "**Monthly Discount**", "**Re-Pricing Agreement**", and "**Trustee**" in their entirety and replacing them with the following and (b) adding the definition of the term "**Delivery Month**" as set forth below.

"**Available Discount**" means, for each Delivery Month of a Reset Period, the amount, expressed in cents per MMBtu (rounded down to the nearest one-half cent), determined by the Calculation Agent pursuant to the Re-Pricing Agreement. The Available Discount shall equal the sum of the applicable Monthly Discount and any anticipated Annual Refunds for the applicable Reset Period. Following the establishment of a new Available Discount for a Reset Period, PEFA, Inc. shall prepare an updated Exhibit C to this Agreement showing the amount of the Monthly Discount and projected Annual Refund for such Reset Period.

"**Indenture**" means the Trust Indenture, dated as of May 1, 2019, between PEFA, Inc. and the Trustee, as amended and restated by the Amended and Restated Trust Indenture, dated as of [\_\_\_\_] 1, 2026, as the same may be amended or supplemented in accordance with its terms.

"**Bonds**" means the Series 2019 Bonds, the Series 2026A Bonds and any Refunding Bonds issued from time to time pursuant to the Indenture.

"**Commodity Swaps**" means (i) the ISDA Master Agreement dated as of May 22, 2019, together with the Schedule thereto dated as of May 22, 2019, and a related Confirmation dated [\_\_\_\_], 2026, between PEFA, Inc. and JP Morgan Chase Bank, National Association; (ii) the ISDA Master Agreement dated as of May 22, 2019, together with the Schedule thereto dated May 22, 2019, and a related Amended & Restated

Confirmation dated [\_\_\_\_], 2026, between PEFA, Inc. and BP Energy Company; and (iii) each replacement commodity swap entered into pursuant to the Prepaid Gas Agreement.

“*Commodity Swap Counterparties*” means PEFA, Inc.’s counterparties under the Commodity Swaps, which as of the date hereof are JP Morgan Chase, National Association and BP Energy Company.

“*Delivery Month*” means each Month in which delivery and receipt of the DCQ are to be made under this Agreement.

“*Monthly Discount*” means (i) for each Month of the Initial Reset Period, 25 cents (\$0.25) per MMBtu, and (ii) for each Month of a Reset Period thereafter, the Monthly Discount portion of the Available Discount determined by the Calculation Agent pursuant to the Re-Pricing Agreement and set forth in Exhibit C hereto.

“*Re-Pricing Agreement*” means the Amended & Restated Re-Pricing Agreement, dated as of [\_\_\_\_], 2026, by and between Prepay LLC and PEFA, Inc., as amended or supplemented from time to time in accordance with its terms.

“*Trustee*” means U.S. Bank National Association, as trustee for the Series 2019 Bonds under the Bond Indenture dated as of May 1, 2019, and U.S. Bank National Association, as trustee for the 2026A Bonds under the Amended and Restated Trust Indenture, dated as of [\_\_\_\_] 1, 2026.

Section 1.3. Amendment of Section 2.1. Section 2.1 of the Supply Agreement is hereby amended by deleting the date “July 31, 2049” and replacing it with “[October 31], 20[56]”.

Section 1.4. Revisions to Article XVIII. Article XVIII (Notices) is revised by amending the notice information and payment information for PEFA, Inc. effective for all invoices issued under this Supply Agreement after [\_\_\_\_] 1, 2026:

PEFA Inc.:

Correspondence, Notices, Billing:

PEFA, Inc.  
123 3<sup>rd</sup> Avenue S  
Coon Rapids, IA 50058  
Attention: Bradley A. Honold

With a copy to:

Clayton Energy Corporation  
514 North Linden  
Wahoo, NE 68066  
Phone: 402-443-1500

Fax: 402-443-1900  
Email: blindley@claytonenergy.com  
Contact: William C. Lindley

Payments:

U.S. Bank National Association  
ABA#: 091000022  
FBO: U.S. Bank Trust NA  
A/C#: 180121167365  
FFC: [ ] - PEFA 2026A Rev Fd

Section 1.5. Amendment of Exhibit B – Daily Contract Quantities and Contract Index Price. The Supply Agreement is hereby amended by deleting Exhibit B thereto in its entirety and replacing it with a new Exhibit B in the form attached to this Amendment as Attachment A.

Section 1.6. Amendment of Exhibit C – Delivery Point Premium; Available Discount. The Supply Agreement is hereby amended by deleting Exhibit C thereto in its entirety and replacing it with a new Exhibit C in the form attached to this Amendment as Attachment B.

## ARTICLE II

### MISCELLANEOUS

Section 2.1. Effect of Amendment. Except as otherwise amended by this Amendment, the Supply Agreement shall be and remain in full force and effect, and the execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy under the Supply Agreement, nor constitute a waiver of any provision of the Supply Agreement. PEFA, Inc. and the Gas Purchaser hereby ratify and affirm all payment and performance obligations, contingent or otherwise, under the Supply Agreement and acknowledge that the Supply Agreement, as amended hereby, remains in full force and effect and is hereby ratified and affirmed.

Section 2.2. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment, together with the Supply Agreement, constitutes the entire contract between the Parties relating to the subject matter hereof and thereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment. The Parties agree that an electronic signature of a Party to this Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Amendment.

Section 2.3. Governing Law. This Amendment and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the State of Iowa, without reference to the conflict of laws principles therein; provided, however, that the authority

of Gas Purchaser to enter into this Amendment shall be governed by and interpreted in accordance with the state or commonwealth, as applicable, of its formation.

Section 2.4. Closing. The consummation of the transactions contemplated in this Amendment (the “*Closing*”) shall take place at the offices of Ahlers Cooney, P.C. or at such other place as the Parties may agree, on or before [\_\_\_\_], 2026 (such date of the Closing being the “*Closing Date*”). In the event that the Closing has not taken place by the end of the day on the Closing Date, this Amendment shall be void and of no force or effect and the Supply Agreement shall remain in full force and effect as though the Amendment had not been entered into.

Section 2.5. Closing Deliverables. On the Closing Date, Gas Purchaser shall deliver to PEFA, Inc.: (i) a Federal Tax Certificate in substantially the form set forth in Attachment C to this Amendment; (ii) a Closing Certificate in substantially the form set forth in Attachment D to this Amendment; and (iii) an opinion of counsel to the Gas Purchaser in substantially the form set forth in Attachment E to this Amendment.

Section 2.6. Tax-Exempt Status of Bonds. Gas Purchaser acknowledges, agrees to and reaffirms its obligations set forth in Section 23.1 of the Supply Agreement regarding the tax-exempt status of the Bonds.

(Signatures appear on the following page)

IN WITNESS whereof this Amendment has been executed on the date first above written.

**[PROJECT PARTICIPANT]**

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

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**PEFA, INC.**

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

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT B**

**DAILY CONTRACT QUANTITIES AND CONTRACT INDEX PRICE**

**EXHIBIT C**

**DELIVERY POINT PREMIUM; AVAILABLE DISCOUNT**

**Delivery Point Premium:**

The Delivery Point Premium shall be initially identified in the Index Description included on Exhibit B.

In the event that the Delivery Point Premium changes, PEFA, Inc. may, in its sole discretion provide Gas Purchaser with an updated Exhibit B revising the Delivery Point Premium to reflect changes to the basis differential incurred in obtaining supply at such Delivery Points.

**Available Discount:**

For the period from [ ] 1, 2026, through [ ], 20[ ], the Monthly Discount, Projected Annual Refund, and Available Discount are as set forth below.

Monthly Discount	\$0.[ ]/MMBtu
Projected Annual Refund	\$0.[ ]/MMBtu
Available Discount	\$0.[ ]/MMBtu

**FORM OF FEDERAL TAX CERTIFICATE**

\_\_\_\_\_, 2026

This Federal Tax Certificate is executed in connection with the Amendment to the Gas Supply Agreement dated as of [\_\_\_\_\_] 1, 2026, amending the Gas Supply Agreement dated as of May 1, 2019 (as so amended, the "Supply Agreement"), by and between PEFA, Inc. and [Project Participant] ("Gas Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supply Agreement, in the Tax Certificate and Agreement, or in the Bond Indenture.

WHEREAS Gas Purchaser acknowledges that PEFA, Inc. is issuing the Bonds to fund the prepayment price under the Prepaid Gas Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Gas Purchaser's use of Gas acquired pursuant to the Supply Agreement and certain funds and accounts of Gas Purchaser will affect the Bonds' qualification for such tax exemption.

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Gas Purchaser is a public body and political subdivision created and existing pursuant to the provisions of \_\_\_\_\_ law. Gas Purchaser is in compliance with the Federal Tax Certificate it delivered on May 1, 2019, in connection with the Supply Agreement.
2. Gas Purchaser will resell all of the Gas acquired pursuant to the Supply Agreement to its retail Gas customers within its Gas service area, to its municipal wholesale customers, which will resell the Gas to their customers within their Gas service areas, or to its joint action agency customers for sale to their municipal customers for resale to their retail customers in their Gas service areas, with retail sales in all cases being made pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts. For purposes of the foregoing sentence, the term "service area" means (x) the area throughout which Gas Purchaser, Gas Purchaser's municipal wholesale customers, or a joint action agency's municipal customers, provided Gas transmission or distribution service at all times during the 5-year period ending on December 31, 2025, and from then until the date of issuance of the Bonds (the "Closing Date"), and (y) any area recognized as the service area of Gas Purchaser, Gas Purchaser's municipal wholesale customers, or a joint action agency's municipal customers, under state or federal law
3. The annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, by municipal wholesale customers of Gas Purchaser for resale within the service areas of such municipal wholesale customers, and by a joint action agency from Gas Purchaser for resale to its municipal customers for resale to their retail customers within those municipal customers' Gas service areas, as adjusted for new retail loads under contracts with terms of less than three years in Gas Purchaser's service area, is [\_\_\_\_\_] MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Agreement is [\_\_\_\_\_] MMBtu. The maximum volumes of Gas being acquired annually pursuant to the Supply Agreement are [\_\_\_\_\_] MMBtu. The maximum annual amount of Gas which Gas Purchaser otherwise has a right to acquire, as of the Closing Date,

is [ ] MMBtu. The maximum annual amount of Gas which Gas Purchaser holds in storage as of the Closing Date is [ ] MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Agreement, (b) the amount of Gas which Gas Purchaser otherwise has a right to acquire, and (c) the annual average amount of Gas which Gas Purchaser holds in storage is [ ] MMBtu. Accordingly, the amount of Gas to be acquired under the Supply Agreement by Gas Purchaser, supplemented by the amount of Gas otherwise available to Gas Purchaser as of the Closing Date, during any year does not exceed the sum of (i) [ ]% of the annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, by municipal wholesale customers of Gas Purchaser for resale to customers of such municipal wholesale customers within such customers' service areas, or by a joint action agency from Gas Purchaser for resale to its municipal customers for resale to their retail customers within those municipal customers' Gas service areas; and (ii) the amount of Gas to be used to transport the prepaid Gas to Gas Purchaser during such year. For purposes of this paragraph 3, the term "testing period" means the 5 calendar years ending December 31, 2025, and the term "service area" means (x) the area throughout which Gas Purchaser provided Gas transmission or distribution service at all times during the testing period, (y) any area within a county contiguous to the area described in (x) in which retail customers of Gas Purchaser are located if such area is not also served by another utility providing Gas services, and (z) any area recognized as the service area of Gas Purchaser under state or federal law.

4. Gas Purchaser expects to pay for Gas acquired pursuant to the Supply Agreement with funds derived from its Gas distribution operations. Gas Purchaser expects to use current Gas revenues to pay for current Gas acquisitions. There are no funds or accounts of Gas Purchaser or any person who is a Related Person to Gas Purchaser in which monies are invested and which are reasonably expected to be used to pay for Gas acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Gas Purchaser or any persons who are Related Persons to Gas Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

(Signatures appear on the following page)

IN WITNESS WHEREOF the undersigned has executed this Federal Tax Certificate on and as of the date first written above.

**[PROJECT PARTICIPANT]**

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

Name:

Title:

**FORM OF CLOSING CERTIFICATE**

\_\_\_\_\_, 2026

Re: PEFA, Inc.  
Gas Project Revenue Refunding Bonds,  
Series 2026A

The undersigned [TITLE] of [Project Participant] (the “Gas Purchaser”), hereby certifies as follows in connection with the Amendment to the Gas Supply Agreement dated as of [\_\_\_\_\_] 1, 2026, (the “Amendment”) amending the Gas Supply Agreement dated as of May, 1, 2019 (the “Agreement”), between the Gas Purchaser and PEFA, Inc. and the issuance and sale by PEFA, Inc. of the above-referenced bonds (the “Bonds”) (capitalized terms used and not defined herein shall have the meanings given to them in the Agreement, as amended by the Amendment):

1. Gas Purchaser is a public body and political subdivision, duly created and validly existing and in good standing under the laws of the State of \_\_\_\_\_ (the “State”), and has the corporate power and authority to enter into and perform its obligations under the Amendment.
2. By all necessary official action on its part, the Gas Purchaser has duly authorized and approved the execution and delivery of, and the performance by the Gas Purchaser of the obligations on its part contained in the Amendment, and such authorization and approval has not been amended, supplemented, rescinded or modified in any respect since the date thereof.
3. The Amendment constitutes the legal, valid and binding obligation of the Gas Purchaser.
4. The authorization, execution and delivery of the Amendment and compliance with the provisions on the Gas Purchaser's part contained therein (a) will not conflict with or constitute a breach of or default in any material respect under (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.
5. The Gas Purchaser is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Gas Purchaser is a party or to which the Gas Purchaser or any of its property or assets are subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default in any material respect by the Gas Purchaser under any of the foregoing.

6. Payments to be made by the Gas Purchaser under the Agreement, as amended by the Amendment, shall constitute operating expenses of the Gas Purchaser's utility system payable solely from the revenues and other available funds of Gas Purchaser's utility system as a cost of purchased gas. The application of the revenues and other available funds of the Gas Purchaser's utility system to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. No litigation, proceeding or tax challenge is pending or, to its knowledge, threatened, against the Gas Purchaser in any court or administrative body which would (a) contest the right of the officials of the Gas Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Gas Purchaser, (c) contest the validity, due authorization and execution of the Amendment or (d) attempt to limit, enjoin or otherwise restrict or prevent the Gas Purchaser from executing, delivering and performing the Agreement as amended by the Amendment, nor to the knowledge of the Gas Purchaser is there any basis therefor.

8. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Gas Purchaser of its obligations under the Agreement, as amended by the Amendment, have been duly obtained.

9. The representations and warranties of the Gas Purchaser contained in the Agreement were true, complete and correct on and as of the date thereof and are true, complete and correct on and as of the date hereof.

10. The statements and information with respect to the Gas Purchaser contained in the Preliminary Official Statement dated [\_\_\_\_], 2026, and the Official Statement dated [\_\_\_\_], 2026, with respect to the Bonds, including Appendix B thereto (the "Official Statement"), fairly and accurately describes and summarizes the financial and operating position of the Gas Purchaser for the periods shown therein, and such statements and information did not as of the date of the Official Statement and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements and information, in the light of the circumstances under which they were made, not misleading.

11. No event affecting the Gas Purchaser has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements and information with respect to the Gas Purchaser contained therein, in light of the circumstances under which they were made, not misleading in any material respect.

(Signatures appear on the following page)

IN WITNESS WHEREOF the undersigned has executed this Certificate on and as of the date first written above.

**[Project Participant]**

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

Name:

Title:

**FORM OF OPINION OF COUNSEL**  
**TO GAS PURCHASER**

\_\_\_\_\_, 2026

PEFA, Inc.  
123 3rd Avenue S.  
Coon Rapids, IA 50058

Aron Gas Prepay 1 LLC  
200 West Street  
New York, NY 10282-2198

Goldman Sachs & Company LLC  
200 West Street  
New York, NY 10282

U.S. Bank National Association  
1349 W. Peachtree Street, Suite 1050  
Atlanta, GA 30309

BP Energy Company  
201 Helios Way  
Houston, TX 77079

JPMorgan Chase Bank, National Association  
4 New York Plaza, 21st Floor  
New York, NY 10004

Re: Amendment to the Gas Supply Agreement Between the City  
of [Project Participant] and PEFA, Inc. dated [ ] 1,  
2026

Ladies and Gentlemen:

We are counsel to [Project Participant] (the “Gas Purchaser”). We are furnishing this opinion to you in connection with the Amendment to the Gas Supply Agreement dated as of [ ] 1, 2026 (the “Amendment”), amending the Gas Supply Agreement dated as of May 1, 2019 (the “Agreement”).

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning as is ascribed to them in the Agreement, as amended by the Amendment.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following:

(a) The Constitution and laws of the State of \_\_\_\_\_ (the "State") including, as applicable, acts, ordinances, certificates, articles, charters, bylaws, and agreements pursuant to which the Gas Purchaser was created and by which it is governed;

(b) Resolution No. [ ], duly adopted by Gas Purchaser [\_\_\_\_\_], 2026 (the "Resolution"), and certified as true and correct by certificate and seal, authorizing Gas Purchaser to execute and deliver the Amendment;

(c) A copy of the Amendment executed by Gas Purchaser; and

(d) All outstanding instruments relating to bonds, notes, or other indebtedness of or relating to Gas Purchaser and Gas Purchaser's natural gas distribution system.

We have also examined and relied upon originals or copies, certified or otherwise authenticated to my satisfaction, of such records, documents, certificates, and other instruments, and made such investigations of law, as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, we are of the opinion that:

1. Gas Purchaser is a public body and political subdivision duly created and validly existing under the laws of the State and has the power and authority to deliver gas to retail gas customers desiring such service from Gas Purchaser within its service area, to own its properties, to carry on its business as now being conducted, and to execute, deliver, and perform the Agreement, as amended by the Amendment.

2. The execution, delivery, and performance by Gas Purchaser of the Amendment have been duly authorized by the governing body of Gas Purchaser and do not and will not require, subsequent to the execution of the Amendment by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

5. The Amendment is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

3. No approval, consent or authorization of any governmental or public agency, authority, commission or person, or, to our knowledge, of any holder of any outstanding bonds or other indebtedness of Gas Purchaser, is required with respect to the execution, delivery and performance by Gas Purchaser of the Amendment or Gas Purchaser's participation in the transactions contemplated thereby other than those approvals, consents and/or authorizations that have already been obtained.

4. The authorization, execution and delivery of the Amendment and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) to our knowledge will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

5. Gas Purchaser is not in breach of or default under any applicable constitutional provision or any law or administrative regulation of the State or the United States or any applicable judgment or decree or, to our knowledge, any loan or other agreement, resolution, indenture, bond, note, resolution, agreement or other instrument to which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets is otherwise subject, and to our knowledge no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument.

6. Payments to be made by Gas Purchaser under the Agreement shall constitute operating expenses of Gas Purchaser's utility system payable solely from the revenues and other available funds of Gas Purchaser's utility system as a cost of purchased gas. The application of the revenues and other available funds of Gas Purchaser's utility system to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. As of the date of this opinion, to the best of our knowledge after due inquiry, there is no pending or threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting Gas Purchaser or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of this Agreement nor to our knowledge is there any basis therefore.

This opinion is rendered solely for the use and benefit of the addressees hereto in connection with the Agreement and may not be relied upon other than in connection with the transactions contemplated by the Agreement, or by any other person or entity for any purpose whatsoever, nor may this opinion be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity without the prior written consent of the undersigned.

Very truly yours,

City of Falls City  
2307 Barada Street  
Falls City, NE 68355

P: (402) 245-2851  
F: (402) 245-2741  
fallscitynebraska.org

# REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



## CITY CLERK

All requests for the Agenda must be submitted by noon on the Thursday preceding the meeting in order to be added on the current agenda, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Board action or if it is an item that needs to be handled by staff.

Requested Board to Review (Select One):  City Council  Board of Public Works

Date: 3/10/2026

Phone No: 402-245-2130

Name: Falls City Foods LLC

Email: dusty.olberding@vanhessen.com

Address: 404 Pacific St.

### Description of Topic & Desired Resolution:

This is a request for Falls City Foods to be removed from

the Large Power rate code. On Dec 17th 2025

Falls City Foods ended production. There are no plans to

restart production. The office space at the facility

will still be utilized for the Great West accounting team.

Signature of Requester:

For City Use only

Received by:

Date:

3/10/26

Action Taken:

**From:** Garaga, Neha <[Garaga@WAPA.GOV](mailto:Garaga@WAPA.GOV)>

**Sent:** Tuesday, March 10, 2026 4:02 PM

**To:** Gary Jorn <[g.jorn@fallscityne.us](mailto:g.jorn@fallscityne.us)>

**Cc:** Gray, Brianna <[BGray@WAPA.GOV](mailto:BGray@WAPA.GOV)>; Goodman, Michael <[MGoodman@WAPA.GOV](mailto:MGoodman@WAPA.GOV)>

**Subject:** Falls City Options for WAPA FES Contract

Hello,

As discussed over the phone, these are the options for the path forward for Falls City's WAPA Firm Electric Service (FES) Contract:

- **Option 1: Assignment of Contract:** Similar to the existing arrangement; however, we must execute a new assignment contract as well as amend the current FES contract to add Falls City as a signatory. Falls City maintains their allocation and must sign any new contracts with WAPA. MEAN can sign Exhibit revisions on Falls City's behalf.
- **Option 2: Administrative Contract:** Would result in a new FES contract between WAPA and Falls City. Falls City would resume full responsibility for billing, payment, and scheduling, but they could enter into an additional administrative contract with WAPA and MEAN for MEAN to handle billing, payment, and/or scheduling on Falls City's behalf.
- **Option 3: Assignment of Allocation:** This would transfer Falls City's allocation to MEAN. MEAN would have control over the allocation within the terms of the assignment contract. This may be permanent or temporary (temporary must have a revocation clause). MEAN would handle everything related to the allocation for the foreseeable future unless Falls City terminates the assignment of allocation contract (if temporary).

If you have any questions please let me know, my contact information is listed below.

**Neha Garaga | Field Representative**

Western Area Power Administration | Upper Great Plains Region

(C) 605-350-2852 | (O) 605-353-2505 | [garaga@wapa.gov](mailto:garaga@wapa.gov)





March 11, 2026

### **Set Pricing Standard for State Lab Testing**

Guidance from the EPA was passed down and the State of Nebraska is requiring all water service providers to identify lead bearing lines within their service areas. With the Falls City Utility Department preparing to send out notification letters regarding citizens' water line material status, we want to be as prepared as possible. We currently have 1,474 homes in the unknown status and would like the ability to offer lead, and other materials, testing to concerned citizens when they reach out for guidance. I have attached the current price sheet for testing at the DHHS Lab that shows what the cost would be to us for the testing to be performed. This does not include shipping costs or labor costs from the crew that will go acquire the sample.

Thank you,  
**Falls City Utility Department**

## Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)
13 Parameter (Alkalinity, Ca, Cl, NO <sub>3</sub> , F <sub>l</sub> , Fe, Hardness, Mn, Na, pH, SO <sub>4</sub> , TDS, Special QT)	<a href="#">See Individual test below</a>	<a href="#">See Individual test below</a>	\$ 273.00	(1) 500ml P (1) 250 ml P (1) 125ml P H <sub>2</sub> SO <sub>4</sub> (1) 125ml P HNO <sub>3</sub> (1) Idexx Bacti	Cool 4C	<a href="#">See Individual test below</a>	14 calendar days	<a href="#">See Individual test below</a>
Langlier Index (Alkalinity, Hardness, pH, TDS)	<a href="#">See Individual test below</a>	<a href="#">See Individual test below</a>	\$ 94.00	(1) 125ml P HNO <sub>3</sub> (2) 500ml P	Cool 4C	<a href="#">See Individual test below</a>		<a href="#">See Individual test below</a>
Phase II (Ba, Cd, Cr, F <sub>l</sub> , Hg, Se)	<a href="#">See Individual test below</a>	<a href="#">See Individual test below</a>	\$ 135.00	(1) 250ml P (1) 125ml P	250 ml preserved in lab, HNO <sub>3</sub> <2	<a href="#">See Individual test below</a>	21 days	<a href="#">See Individual test below</a>
Phase V (Antimony, Be, CN, Ni, SO <sub>4</sub> , Thallium)	<a href="#">See Individual test below</a>	<a href="#">See Individual test below</a>	\$ 148.00	(2) 125 ml P (1) 125ml P NaOH	Cool 4C	<a href="#">See Individual test below</a>	21 days	<a href="#">See Individual test below</a>
Total Water Quality (New Well)	<a href="#">See Individual test below</a>	<a href="#">See Individual test below</a>	\$3,472.00			Varies for each kit	8 wks	<a href="#">See Individual test below</a>
Lead/Copper	<a href="#">See Individual test below</a>	EPA 200.8 Rev 5.4	\$ 38.00	1L P wide-mouth	Preserved in lab, HNO <sub>3</sub> <2	6 months	21 days	<a href="#">See Individual test below</a>
Asbestos *	0.20 MFL	EPA 100.2	\$ 160.00	1L P	Cool 4C	48 hours	6 wks	7 MFL
Alkalinity as CaCO <sub>3</sub>	20 mg/L	SM 2320B	\$ 20.00	125 ml P	Cool 4C	14 days	7 days	-
Aluminum	2 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO <sub>3</sub> <2	6 months	21 days	
Ammonia (by distillation)	0.05 mg/L	EPA 350.1 Rev 2.0	\$ 30.00	250 ml P	Cool 4C, H <sub>2</sub> SO <sub>4</sub> <2	28 days	14 days	-
Ammonia (by diffusion)	0.05 mg/L	EPA 350.1 Rev 2.0	\$ 22.00	250 ml P	Cool 4C, H <sub>2</sub> SO <sub>4</sub> <2	28 days	14 days	-
Antimony	0.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO <sub>3</sub> <2	6 months	21 days	6 µg/L
AOC (Assimilable Organic Carbon (sent to UL)**)	10 ug ACE/L	SM9217B	\$ 330.00	500ml A, G Collect M-W	Cool 4C	72 hrs		
Arsenic	1 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO <sub>3</sub> <2	6 months	21 days	10 µg/L
Barium	0.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO <sub>3</sub> <2	6 months	21 days	2000 µg/L

## Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)
Beryllium	0.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	4 µg/L
Bicarbonate/ Carbonate *	5 mg/L	SM2320 B	\$ 13.00	250 ml P	Cool 4C	14 days	21 days	
Bismuth *	0.1 mg/L	EPA 200.8 Rev 5.4	\$ 28.00	500 ml P	HNO3<2	6 months	21 days	
BOD/CBOD	2 mg/L	EPA 405.1 / SM 5210-B	\$ 54.00	1L cubie	Cool 4C	48 hours	7 days	-
Boron *	0.1 mg/L	EPA 200.7	\$ 19.00	500 ml P	pH<2 HNO3		14 days	
Bromate *	1 µg/L	EPA317.0, Rev 2.0	\$ 166.00	125 ml P	1% EDA, Cool 4C	28 days	21 days	.010 mg/L
Cadmium	0.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	5 µg/L
Calcium, Envir. & D.W.	0.15 mg/L	SM 3111B	\$ 21.00		Preserved in lab, HNO3<2	6 months	14 days	-
Chloride	1 mg/L	Lachat 10-117-07-1-A	\$ 21.00	125 ml P	None required	28 days	14 days	-250 mg/L 2" MCL
Chlorite * (as of 9/4/15)	10 µg/L	EPA 300.0 Rev 2.1	\$ 37.00	125 ml P	Cool 4C, EDA	14 days	21 days	1 mg/L
Chromium	0.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	100 µg/L
Cobalt	0.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	
COD	12 mg/L	Hach8000	\$ 52.00	125 ml P	Cool 4C, H2SO4<2	28 days	14 days	-
Coliient (Total Coliform and E.coli)	0 cfu/100 ml	SM 9223B	\$ 15.00	Idexx bacti	Na2S2O4 (and <10C for NPDES)	30 hours (8hrs for NPDES)	3 days	-
Coliient Quantitray (Total Coliform and E.coli)	0 MPN/100 ml	SM 9223B	\$ 17.00	Idexx bacti	Na2S2O4 (and <10C for NPDES)	30 hours (8hrs for NPDES)	3 days	-
Coliisure (Total Coliform and E.coli)	0 cfu/100 ml	SM 9223B	\$15	Idexx Bacti	Na2S2O4	30 hours	3 days	
Coliisure QT (Total Coliform and E.coli)	0 MPN/100 ml	SM 9223B	\$17	Idexx Bacti	Na2S2O4	30 hours	3 days	
Conductivity	1.0 umho/cm	SM 2510B	\$ 15.00	125 ml P	Cool 4C	28 days	7 days	-

Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)
Copper	2.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	1300 µg/L Action Level
Cryptosporidium/Giardia**	<.093/L	EPA 1623	\$ 472.00	10 L cubie or field filter	Cool 4C	96 hrs		
Cyanide, Free (regulated)	0.05 mg/L	SM4500CN-F	\$ 47.00	125 ml P	Cool 4C, NaOH>12	14 days	14 days	200 µg/L
Cyanide, Total*	.01 mg/L	SM4500CN-E	\$ 33.00	250 ml P	Cool 4C, NaOH>12	14 days	14 days	
DIC (dissolved inorganic carbon)*		SW9060	\$ 50.00	500ml A, G	Cool 4C	28 days	2 weeks	
DOC (dissolved organic carbon)*	1 mg/L	SM 5310C	\$ 41.00	(2)40ml amber vials	Cool 4C, H2SO4<2	28 days	2 weeks	
Dissolved Oxygen	1 mg/L	SM4500-O-G	\$ 15.00	1L cubie	Cool 4C			
Fecal Coliform by Colliert 18QT	0 MPN/100 ml	SM 9223B QT	\$ 17.00	Idexx bacti	Cool <10C	8 hrs for NPDES 30hr for DW 24hr-for non-compliance	4 days	-
Fluoride(EPA9214 in LIMS)	0.20 mg/L	Lachat 10-109-12-2-A	\$ 18.00	125 ml P	None required	28 days	7 days	4 mg/L
Heterotrophic Plate Count	0 MPN/ml 2 col/1ml	SM 9215E	\$ 39.00	Idexx bacti	Na2S2O4, Cool <10C	8 hr DW 24 hr non-DW If >2hr to deliver, keep <10C	4 days	-
Hydroxide as OH*	1 mg/L	A2320B	\$ 13.00					
Iron Related Bacteria	1 cfu/100	IRB-BART	\$ 65.00	Idexx bacti	Cool <10C or recd w/in 4hrs	24 hours	14 days	
Iron, Envir. & D.W.	75 µg/L	SM 3111B	\$ 21.00		Preserved in lab, HNO3<2	6 months	14 days	300 µg/L 2'MCL
Lead	0.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	15 µg/L Action Level
Legionella pneumophila	0 MPN/100 ml	Idexx Legiolert ASTM D8429-1	\$ 65.00	Idexx bacti	Na2S2O4 Insulated cooler to maintain ambient temp	48 hrs	7 days	

Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)
Magnesium - Envir. & D.W.	0.15 mg/L	SM 3111B	\$ 21.00		Preserved in lab, HNO3<2	6 months	14 days	-
Manganese	0.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	0.05 mg/L 2 MCL
Mercury, Envir. & D.W.	0.2 µg/L	EPA 245.1 Rev 3.0	\$ 41.00		Preserved in lab, HNO3<2	28 days	21 days	2 µg/L
Microwave Digestion	NA	SM 3015	\$ 16.00			6 months	NA	-
Molybdenum	0.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	
Nickel	0.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	
Nitrate/Nitrite	0.05 mg/L	Lachat 10-107-041-A	\$ 16.00	125 ml P	Cool 4C recommended, H2SO4<2	28 days	7 days	10 mg/L
Nitrogen-Nitrite	0.1 mg/L	Lachat 10-107-051-A	\$ 32.00	125 ml P	Cool 4C	48 hours	7 days	1 mg/L
pH	NA	EPA 150.1 / SM4500-H <sup>+</sup> B	\$ 20.00	125 ml P	None required	0.25 hours	7 days	-
Phosphate-Ortho, as P	0.02 mg/L	EPA 365.1 Rev 1.0	\$ 23.00	125 ml P	Filter, cool 4C	48 hours	7 days	-
Phosphorus-Total	0.04 mg/L	EPA 365.4	\$ 30.00		Cool 4C, H2SO4<2	28 days	14 days	-
Potassium - Envir. & D.W.	0.30 mg/L	SM 3111B	\$ 21.00		Preserved in lab, HNO3<2	6 months	14 days	-
Residual Chlorine	0.1 mg/L	SM4500-CL-G	\$ 26.00	125 ml P	None required	6 hours	7 days	-
Salinity *	0.1	SM2520B	\$ 14.00	250ml P	Cool 4C	28 days		
Selenium	2.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	50 µg/L
Silica *	0.1 mg/L	E200.7	\$ 28.00	500 ml P	HNO3<2	180 days	14 days	
Silicon * (Si)	0.05 mg/L	E200.7	\$ 28.00	500 ml P	HNO3<2	180 days	14 days	
Silver	0.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	100 µg/L 2 MCL
Sodium - Envir. & D.W.	0.15 mg/L	SM 3111B	\$ 21.00		Preserved in lab, HNO3<2	6 months	14 days	

## Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)
Strontium	1 ug/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	
Sulfate	10 mg/L	SM 4500 SO4-E	\$ 25.00	125ml P	Cool 4C	28 days	14 days	-250 mg/L 2*MCL
Sulfide *	0.5 mg/L	A4500-S F	\$ 45.00	1L P	Cool 4C, zinc acetate, NaOH>9	7 days	14 days	
Sulfate Reducing Bacteria	1 cfu/100	SRB-BART	\$ 65.00	Idexx bacti	Cool <10C or set up w/in 4hrs	24 hours	14 days	
Sulfur, Total *	0.1 mg/L	SW6010B EPA 200.7	\$ 45.00 \$90 if dig.	250 ml P	pH<2 HNO3	6 months	14 days	
SSC (Suspended Sediment Concentration)	5 mg/L	ASTM D3977-97	\$ 32.00	8 oz clear G	None required	28 days	21 days	-
Surfactants *	1 mg/L	A5540C	\$ 13.00	500 ml P	Cool 4C	48 hours	14 days	
Thallium	0.5 ug/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	2 ug/L
Titanium *	0.1 mg/L	EPA 200.8 Rev 5.4	\$ 28.00	500 ml P	HNO3<2	6 months	21 days	
TOC *	0.5 mg/L	SM5310-B	\$ 41.00	(2) 40ml AG vials	Cool 4C, H2SO4<2	28 days	21 days	
Total Dissolved Solids	10 mg/L	SM 2540-C	\$ 29.00	500 ml P	Cool 4C	7 days	7days	-500 mg/L 2*MCL
Total Hardness	4 mg/l	SM 2340C	\$ 25.00	125 ml P	HNO3<2	6 months	7 days	-
Total Kjeldahl Nitrogen	0.50 mg/l	EPA 351.2 Rev 2.0	\$ 30.00		Cool 4C, H2SO4<2	28 days	14 days	-
Total Suspended Solids	5 mg/l	EPA 160.2	\$ 21.00	500 ml P	Cool 4C	7 days	7 days	-
Turbidity	0.1 NTU	EPA 180.1 Rev 2.0	\$ 12.00	125 ml P	None required	48 hrs	7 days	1 NTU only for surface water
Uranium (Mass)	0.5 ug/L	EPA 200.8 Rev 5.4	\$ 19.00	125 ml P	Preserved in lab, HNO3<2	6 months	21 days	-30 ug/L
Vanadium	0.5 ug/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	

Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)
Zinc	2.5 µg/L	EPA 200.8 Rev 5.4	\$ 19.00		Preserved in lab, HNO3<2	6 months	21 days	-5 mg/L 2 MCL
1664 * Non-Polar Material (SGT-HEM = TPH) Oil & Grease (HEM = O&G)	5 mg/l	EPA 1664	\$ 153.00	(2) 1 L AG	Cool 4C, H2SO4 or HCl <2	28 days	28 days	HEM 10 mg/L
Diesel Range Organics (DRO) * TPH as diesel	1 mg/L	OA-2	\$ 98.00	1 L AG	Cool 4C	7 days Collection to extraction; 40 days Extraction to analysis	28 days	
Gasoline Range Organics (GRO) *	1 mg/L	OA-1	\$ 98.00	(3) 40ml G vials	Cool 4C, HCl<2	14 days	28 days	
Gross Alpha *	MDC	EPA 900.0	*\$ 55.00	500ml P	HNO3<2	6 months	6 wks	-15 pCi/L
Radon In Water (EPA 913.0 in LIMS)	15 pCi/L	SM 7500-RN	\$ 110.00	(4) 40ml G clear vials	None required	4 days from collect date/time	7 days	-300 pCi/L
Radium-226 * SM7500-Ra for the calc.	MDC	EPA 903.1	*\$ 83.00	1L P	HNO3<2	6 months	6 wks	-5 pCi/L for combined
Radium-228 * SM7500-Ra for the calc.	MDC	EPA 904.0	*\$ 83.00	1L P	HNO3<2	6 months	6 wks	-5 pCi/L for combined
Thorium, Isotopic*	2 pCi/L	EPA 907.0	\$ 141.00	2 L P	HNO3<2, Keep 4C if not pres. in field	6 months		
Uranium, Isotopic*	1 pCi/L	HASL300 U02	*\$ 130.00	500ml P	HNO3<2	6 months	6 wks	-20 pCi/L
1,2 Dibromoethane (EDB)	0.01 µg/L	EPA 504.1 Rev 1.1	\$ 157.00	(2) 40 ml clear G vials + 1bik	Cool 4C, Na2S2O4	14 days Collection to extraction; 24 hours Extraction to analysis	17 days	0.05 µg/L
1,2 Dibromo-3-Chloropropane (DBCP)	0.01 µg/L							-0.2 µg/L
PCB-1016 Aroclor	0.1 µg/L	EPA 505 Rev 2.1	\$ 159.00	(2) 40 ml clear G vials	Cool 4C, Na2S2O4	14 days Collection to extraction;	17 days	-Total 0.5µg/L
PCB-1221 Aroclor	2 µg/L							-
PCB-1232 Aroclor	0.5 µg/L					24 hours		-
PCB-1242 Aroclor	0.3 µg/L					Extraction to		-

Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)	
PCB-1248 Aroclor	0.2 µg/L	EPA 515.3 Rev 1.0	\$ 258.00	(2) 60 ml AV	Cool 4C	14 days Collection to extraction;	21 days	-	
PCB-1254 Aroclor	0.1 µg/L							NC – none	-
PCB-1260 Aroclor	0.2 µg/L							C – Na <sub>2</sub> S <sub>2</sub> O <sub>4</sub>	-
Toxaphene	1 µg/L							3 µg/L	
2,4-D	1 µg/L	EPA 524.2 Rev 4.1	\$ 237.00	(2) 40 ml G vials + fbk Qty – 3 + fbk	Cool 4C	14 days	14 days	70 µg/L	
2,4,5-TP (Silvex)	0.5 µg/L							NC – none	50 µg/L
Dalapon	1 µg/L							C – Na <sub>2</sub> S <sub>2</sub> O <sub>4</sub>	200 µg/L
Dicamba	1.0 µg/L								-
Dinoseb	2.0 µg/L								7 µg/L
Pentachlorophenol	0.2 µg/L								1 µg/L
Picloram (Tordon)	3.0 µg/L								500 µg/L
Bromodichloromethane (THM)	0.5 µg/L								-**THM is 80 µg/L
Bromoform (THM)	0.5 µg/L								-
Dibromochloromethane (THM)	0.5 µg/L								-
1,1,1,2-Tetrachloroethane	0.5 µg/L		-						
1,1,1,1-Trichloroethane	0.5 µg/L		200 µg/L						
1,1,2,2-Tetrachloroethane	0.5 µg/L		-						
1,1,2-Trichloroethane	0.5 µg/L		5 µg/L						
1,1-Dichloroethane	0.5 µg/L		-						
1,1-Dichloroethene	0.5 µg/L		7 µg/L						
1,1-Dichloropropene	0.5 µg/L		-						
1,2,3-Trichloropropane	0.5 µg/L		-						
1,2,4-Trichlorobenzene	0.5 µg/L		70 µg/L						
1,2,4-Trimethylbenzene	0.5 µg/L		-						
1,2,3-Trichlorobenzene	0.5 µg/L		-						

Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)
1,2-Dibromo-3-Chloropropane (DBCP)	0.5 µg/L							-
1,2-Dichlorobenzene	0.5 µg/L							600 µg/L
1,2-Dichloroethane	0.5 µg/L							5 µg/L
1,2-Dichloropropane	0.5 µg/L							5 µg/L
1,3-Dichloropropane	0.5 µg/L							-
1,3,5-Trimethylbenzene	0.5 µg/L							-
1,3-Dichlorobenzene	0.5 µg/L							-
1,4-Dichlorobenzene	0.5 µg/L							75 µg/L
2,2-Dichloropropane	0.5 µg/L							-
2-Chlorotoluene	0.5 µg/L							-
4-Chlorotoluene	0.5 µg/L							-
Benzene	0.5 µg/L							5 µg/L
Bromobenzene	0.5 µg/L							-
Bromochloromethane	0.5 µg/L							-
1,2-Dibromoethane (EDB)	0.5 µg/L							-
Bromomethane	0.5 µg/L							-
Carbon Tetrachloride	0.5 µg/L							5 µg/L
Chlorobenzene	0.5 µg/L							100 µg/L
Chloroethane	0.5 µg/L							-
Chloroform (THM)	0.5 µg/L							-
Chloromethane	0.5 µg/L							-
Cis-1,2-dichloroethene	0.5 µg/L							70 µg/L
Cis-1,3-dichloropropene	0.5 µg/L							-
Dibromomethane	0.5 µg/L							-
Dichlorodifluoromethane	0.5 µg/L							-

Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)
Dichloromethane (methylene chloride)	0.5 µg/L							5 µg/L
Ethylbenzene	0.5 µg/L							700 µg/L
Hexachlorobutadiene	0.5 µg/L							-
Isopropylbenzene	0.5 µg/L							-
M,P-Xylenes	0.5 µg/L							Total Xylenes 10,000 µg/L
O-Xylene	0.5 µg/L							-
Methyl-T-butyl ether (MTBE)	0.5 µg/L							-
Naphthalene	0.5 µg/L							-
n-Butylbenzene	0.5 µg/L							-
n-Propylbenzene	0.5 µg/L							-
P-Isopropyltoluene	0.5 µg/L							-
Sec-butylbenzene	0.5 µg/L							-
Styrene	0.5 µg/L							100 µg/L
Tert-butylbenzene	0.5 µg/L							-
Tetrachloroethene	0.5 µg/L							5 µg/L
Toluene	0.5 µg/L							1000 µg/L
Trans-1,2-dichloroethene	0.5 µg/L							100 µg/L
Trans-1,3-dichloropropene	0.5 µg/L							-
Trichloroethene	0.5 µg/L							5 µg/L
Trichlorofluoromethane	0.5 µg/L							-
Vinyl Chloride	0.5 µg/L							2 µg/L
THM's								80 µg/L
Alachlor	0.1 µg/L	EPA 525.2 Rev 2.0	\$ 247.00	(2) 1L AG	Cool 4C	14 days to Extraction;	21 days	2 µg/L
Aldrin	0.1 µg/L				NC - HCl<2			-
Atrazine	0.08 µg/L				C - sodium sulfite,	30 days		3 µg/L

Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)
Benzo(a)pyrene	0.06 µg/L				HCl in lab to <math>\infty</math>	Extraction to Analysis		0.2 µg/L
Butachlor	0.1 µg/L							-
Butylate	0.1 µg/L							-
Chlorpyrifos (=Dursban=orsban)	0.1 µg/L							-
Cyanazine (=Bladex)	0.15 µg/L							-
Di(2-ethylhexyl)phthalate	2 µg/L							6 µg/L
Di(2-ethylhexyl)adipate	0.5 µg/L							400 µg/L
Dieldrin	0.1 µg/L							-
Endrin	0.1 µg/L							2 µg/L
Fonofos (=Dyfonate)	0.1 µg/L							-
Heptachlor	0.08 µg/L							0.4 µg/L
Heptachlor Epoxide	0.04 µg/L							0.2 µg/L
Hexachlorobenzene	0.1 µg/L							1 µg/L
Hexachlorocyclopentadiene	0.1 µg/L							50 µg/L
Lindane	0.04 µg/L							0.2 µg/L
Methoxychlor	0.1 µg/L							40 µg/L
Metolachlor	0.1 µg/L							-
Methibuzin	0.5 µg/L							-
Propachlor	0.1 µg/L							-
Simazine	0.1 µg/L							4 µg/L
Total Chlordane	0.3 µg/L							2 µg/L
Trifluralin (=Treflan)	0.1 µg/L							-
3-Hydroxy carbofuran	0.5 µg/L	EPA 531.1 Rev 3.1	\$ 223.00	(2) 40ml G vials	Cool 4C	28 days	21 days	-
Aldicarb	0.5 µg/L				NC - ChlorAC		Any 2 analytes not	3 ug/L
Aldicarb sulfone	0.5 µg/L				C - ChlorAC +			2 ug/L

Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)
Aldicarb sulfioxide	0.5 µg/L				Na2S2O4		to exceed 7 µg/L	-4 ug/L
Carbaryl (Sevin)	0.5 µg/L							-
Carbofuran	0.5 µg/L							40 µg/L
Methomyl	0.5 µg/L							-
Oxamyl	0.5 µg/L							200 µg/L
Glyphosate (=Roundup)	5 µg/L	EPA 547	\$ 216.00	(2) 40 ml G vials + blk	Cool 4C C-4mg Na2S2O4, Cool 4C	14 days 18 months frozen	21 days	700 µg/L
Endothall *	9 µg/L	EPA 548.1 Rev 1.0	*\$ 160.00	(2) 40ml AV	Cool 4C, Na2S2O4	7 days collection to Extraction; 14 days Extraction to Analysis	6 wks	-100 µg/L
Diquat	1.0 µg/L	EPA 549.2 Rev 1.0	\$ 241.00	1L brown P	Cool 4C, Na2S2O4	7 days to Extract; 21 days Analysis	21 days	20 µg/L
Paraquat	1.0 µg/L							-
BCAA (not regulated as part of HAA5)	1.0 µg/L	EPA 552.2 Rev 1.0	\$ 248.00	(2) 60 ml AV	Cool 4C, NH4Cl	14 days Collection to Extraction;	21 days	60 µg/L
DBAA	0.5 µg/L							
DCAA	1.0 µg/L					7 days Extraction to Analysis		
MBAA	1.0 µg/L							
MCAA	2.0 µg/L							
TCAA	0.5 µg/L							
Dioxin *	4.8e-06 µg/L = .005 ng/L	EPA 1613	\$ 290.00	1L AG	Cool 4C	30 days	6 wks	0.00003 µg/L Or .03 ng/L
Ethylene Glycol*	10 mg/L	EPA 8015B	\$ 98.00	(1) VOA vial, no pres.	Cool 4C	14 days		
8260B Regular List*		EPA 8260B	\$ 169.00	(3) VOC vials	Cool 4C, HCl	14 days		
8260B, Long List*		EPA 8260B	\$ 245.00	(3) VOC vials	Cool 4C, HCl	14 days		

Nebraska DHHS Laboratory

(pricing effective 7/1/13 – 12/31/23)

Analyte	Report Level (RL)	Method	Price	Sample Size/ Container	Preservative	Holding Time	Turn Around Time	Maximum Contaminant Level (MCL)
8260B, BTEX*		EPA 8260B	\$ 117.00	(3) VOC vials	Cool 4C, HCl	14 days		
EPA 624*		EPA 624	\$ 130.00	(3) VOC vials	Cool 4C, HCl	10 days		
EPA 625*		EPA 625	\$ 370.00	(2) 1L AG	Cool 4C			
PCB's in Oil*		SW8082	\$ 120.00	40ml VOA vial	Cool 4C			
PCB's in liquid*		SW8082	\$	1L AG	Cool 4C			
MPA			\$425			96 hrs	10 days	
EPA 8330B (Explosives) (17 compounds)	1.0 ug/L	EPA 8330B	\$245	(2) 250ml AG	Cool 4C	7d to Extract 40d Extract to Analysis		
Hexavalent Chromium	10 ug/L	A3500CR-B	\$65	500ml P	Cool 4C	24 hr (notify lab when coming)		

Container Types

Preservatives

P	Plastic (HDPE)	NaOH	Sodium Hydroxide
AG	Amber Glass	HCl	Hydrochloric Acid
G	Glass	HNO3	Nitric Acid
AV	Amber Vials	H2SO4	Sulfuric Acid
		Na2S2O4	Sodium Thiosulfate
		NH4Cl	Ammonium Chloride
		H3PO4	Phosphoric Acid

\* = Pace Analytical or their subcontract lab

C = Chlorinated sites

NC = Non-chlorinated sites

NOTE: Last changed 5/1/23



## **Cloud-Hosted SCADA Software-as-a-Service Agreement**

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Provider: HOA Solutions Inc.  
Customer: City of Falls City Nebraska Water  
Effective Date: 03-25-2025

*CONFIDENTIAL – FOR BUSINESS USE ONLY*

## **CLOUD-HOSTED SCADA SOFTWARE-AS-A-SERVICE MASTER SUBSCRIPTION AGREEMENT**

This Cloud-Hosted SCADA Software-as-a-Service Master Subscription Agreement ("Agreement") is entered into as of 03-25-2025 ("Effective Date") by and between: (1) HOA Solutions Inc., a Nebraska corporation with its principal place of business at 2601 West L Street, Lincoln, Nebraska 68522 ("Provider"), and (2) City of Falls City, a City in Nebraska ("Customer"). Provider and Customer may each be referred to as a "Party" and collectively as the "Parties".

### **RECITALS**

WHEREAS, Provider offers a cloud-hosted supervisory control and data acquisition (SCADA) software-as-a-service platform; and

WHEREAS, Customer desires to subscribe to the Services (including optional remote Control Commands) under the terms of this Agreement.

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

### **1. DEFINITIONS**

1.1 "Affiliate" means any entity that controls, is controlled by, or is under common control with a Party.

1.2 "Authorized Users" means Customer's employees and contractors authorized by Customer to access the Services.

1.3 "Control Commands" means remote commands (including write operations, setpoints, start/stop, open/close, acknowledgements, mode changes, overrides, or equivalent) issued through the Services that may affect physical equipment or industrial processes.

1.4 "Customer Data" means all telemetry, tag values, historian records, alarms, events, audit logs, configuration data, and other information submitted to, stored in, or processed by the Services on Customer's behalf.

1.5 "Documentation" means Provider's then-current user guides, technical documentation, and online help for the Services.

1.6 "Purchase Form" means an ordering document executed by the Parties that specifies scope, Tag quantities, pricing, subscription term, support tier, and any professional services.

1.7 "Services" means Provider's cloud-hosted SCADA software-as-a-service offering described in the applicable Purchase Form, including dashboards/HMI, alarm/event management, historian, reporting, APIs, connectors, Control Commands (if enabled), and associated hosting.

1.8 "SLA" or "Service Levels" means the commitments set forth in Exhibit A.

1.9 "Security Incident" means a confirmed unauthorized access to Customer Data in Provider-controlled systems or a confirmed material breach of Provider security leading to unauthorized disclosure of Customer Data.

1.10 "Subscription Term" means the initial term and any renewal term specified in the Purchase Form.

1.11 "Tag" means a uniquely identified data point configured within the Services for ingestion, visualization, alarming, historization, reporting, and/or control, as further defined by the Tag counting methodology in the Purchase Form.

## **2. SCOPE; PURCHASE FORMS; ORDER OF PRECEDENCE**

2.1 Provision of Services. Subject to Customer's payment of applicable fees and compliance with this Agreement, Provider will make the Services available to Customer during the Subscription Term in accordance with the Documentation and the applicable Purchase Form.

2.2 Purchase Forms. The Parties may execute one or more Purchase Forms. Each Purchase Form is incorporated into and governed by this Agreement.

2.3 Order of Precedence. If there is a conflict, the following order applies: (1) Exhibit C (Purchase Form), (2) Exhibit B (Utility/Critical Infrastructure Rider) if applicable, (3) this Agreement, (4) Exhibit A (SLA) and other exhibits.

2.4 Changes. Customer may request changes (e.g., additional Tags, retention, connectors). Provider will confirm any pricing/scope impact in a written change order or updated Purchase Form.

## **3. ACCESS RIGHTS; ACCEPTABLE USE**

3.1 Subscription Right. Provider grants Customer a non-exclusive, non-transferable right for Authorized Users to access and use the Services during the Subscription Term solely for Customer's internal business operations and only within the scope in the Purchase Form.

3.2 Restrictions. Customer will not (and will not permit any third party to): (a) reverse engineer, decompile, or disassemble the Services; (b) bypass or circumvent security controls; (c) use the Services to develop or provide a competing product or service; (d) resell, rent, lease, or provide time-sharing access to the Services except as expressly permitted in a Purchase Form; (e) use the Services in violation of applicable law.

3.3 Credential Responsibility. Customer is responsible for maintaining the confidentiality of usernames, passwords, API keys, tokens, and for all activity under Customer accounts (including issuance of Control Commands).

## **4. CUSTOMER RESPONSIBILITIES (OT/SCADA)**

4.1 Connectivity and Equipment. Customer is responsible for its OT/IT networks, devices (PLCs/RTUs/sensors/actuators), gateways, firewalls, segmentation, and secure connectivity between Customer environments and the Services.

4.2 Safe Operations and Safeguards. Customer is solely responsible for operational decisions and safety. Customer will implement appropriate safety systems, interlocks, local controls, alarms, and independent safeguards. The Services are not a substitute for engineered safety systems, regulatory compliance, or safe operating procedures.

4.3 Configuration Accuracy. Customer is responsible for correct tag configuration, scaling, units, mapping, control permissions, and any automation logic external to the Services.

4.4 Change Management. Customer will maintain reasonable change-management practices for control logic, permissions, network connectivity, and device configurations.

4.5 Prohibited High-Risk Use. Customer will not use the Services as the sole means of monitoring or control for safety-critical operations where failure could reasonably be expected to cause death, personal injury, or catastrophic damage, unless expressly agreed in an Purchase Form and Customer implements redundant safeguards and controls.

## **5. CONTROL COMMAND TERMS (REMOTE CONTROL)**

5.1 Enablement and Authorization. The Services may support Control Commands. Customer explicitly authorizes Provider to make Control Command functionality available to Authorized Users as configured by Customer.

5.2 Customer Sole Responsibility for Control Actions. Customer is solely responsible for all Control Commands initiated through Customer accounts, including: (a) determining whether a command is appropriate, safe, and permitted; (b) ensuring physical and logical interlocks and fail-safes are in place and functioning; (c) maintaining local emergency stop/manual override capabilities and safe fallback procedures; and (d) ensuring Authorized Users are trained, qualified, and authorized to issue commands.

5.3 No Provider Operation of Customer Processes. Provider does not operate or supervise Customer's physical processes and does not validate the appropriateness of any Control Command. Provider personnel will not issue Control Commands on Customer's behalf unless expressly authorized and with Customer's real-time oversight.

5.4 Audit Logging. Provider will record audit logs of Control Commands (including user identity, timestamp, target asset/tag, command payload, and acknowledgement status). Retention is as stated in the Purchase Form or, if not specified, ninety (90) days.

5.5 Suspension of Control. Provider may temporarily disable Control Commands (while leaving monitoring available where feasible) if Provider reasonably believes: (a) Customer credentials/environment are compromised; (b) Control Commands present an imminent security risk; (c) required by law; or (d) needed to protect the integrity of the Services.

## **6. SECURITY; INCIDENT RESPONSE**

6.1 Provider Security Program. Provider will maintain administrative, technical, and physical safeguards designed to protect Customer Data in Provider-controlled systems against unauthorized access, disclosure, alteration, or destruction.

6.2 Security Incident Notification. Provider will notify Customer without undue delay after confirming a Security Incident affecting Customer Data and will provide information reasonably necessary for Customer's response and remediation.

6.3 Customer Security Obligations. Customer will maintain reasonable security controls in its IT/OT environments, including segmentation, least privilege, credential hygiene (including prompt access revocation), and malware protection, and will not knowingly introduce compromised devices into the connectivity path.

6.4 Subprocessors. Provider may use subprocessors (including cloud hosting and monitoring providers) and remains responsible for their performance consistent with this Agreement.

## **7. DATA OWNERSHIP; USE; RETENTION; EXPORT**

7.1 Ownership. As between the Parties, Customer owns all Customer Data. Provider retains all rights in the Services, Documentation, and Provider technology.

7.2 Use of Customer Data. Provider may use Customer Data solely to provide, maintain, secure, and support the Services and to comply with law. Provider may use aggregated and de-identified data that cannot reasonably identify Customer to improve products and services.

7.3 Retention. Provider will retain Customer Data for the retention period stated in the Purchase Form.

7.4 Export. Customer may export Customer Data during the Subscription Term using available tools/APIs.

7.5 Return/Deletion After Termination. After termination or expiration, Provider will make Customer Data available for export for sixty (60) days ("Retrieval Period"). After the Retrieval Period, Provider may delete Customer Data unless legally required to retain it.

## **8. SUPPORT; SERVICE LEVELS; MAINTENANCE**

8.1 Support. Provider will provide 24x7 support in accordance with Exhibit A (SLA).

8.2 Maintenance. Provider may perform scheduled maintenance with reasonable notice and will use commercially reasonable efforts to minimize disruption.

8.3 Updates. Provider may update the Services. Provider will not materially reduce core functionality during an active Subscription Term.

## **9. FEES; BILLING; TAXES (PER TAG)**

9.1 Fees. Customer will pay fees based on the number of Tags and other elements specified in the Purchase Form. Tag counting methodology will be defined in the Purchase Form.

9.2 Tag True-Up. If Customer's configured Tags exceed the purchased quantity, Provider may require an upgrade to the applicable Tag tier. Provider will provide reasonable notice of overage where technically feasible.

9.3 Invoicing and Payment Terms. Provider will invoice as stated in the Purchase Form (Annually, typically for the calendar year in advance). Payment terms are net thirty (30) days unless otherwise stated.

9.4 Late Payments. Undisputed late payments may accrue interest at the lesser of 1.5% per month or the maximum permitted by law.

9.5 Taxes. Customer will be charged applicable taxes according to their local sales/use taxes rates.

## **10. CONFIDENTIALITY**

10.1 Confidential Information. "Confidential Information" includes non-public information disclosed by a Party, including Customer Data, pricing, security information, and non-public product information.

10.2 Protection. The receiving Party will protect Confidential Information using at least reasonable care and use it only to perform under this Agreement.

10.3 Exclusions. Confidential Information excludes information that is public, independently developed without use of Confidential Information, rightfully received without breach, or approved for release.

10.4 Compelled Disclosure. A Party may disclose Confidential Information if required by law, after giving notice (if legally permitted) and cooperating to limit disclosure.

## **11. WARRANTIES; DISCLAIMERS**

11.1 Performance Warranty. Provider warrants that the Services will materially conform to the Documentation during the Subscription Term.

11.2 Remedy. Customer's exclusive remedy for breach of Section 11.1 is Provider's commercially reasonable efforts to correct the nonconformity. If Provider cannot correct it within a reasonable time, Customer may terminate the affected Purchase Form and receive a pro-rata refund of prepaid unused subscription fees for the affected Services.

11.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES ARE PROVIDED "AS IS." PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11.4 SCADA/CONTROL DISCLAIMER. Customer acknowledges that network latency, device failures, communications outages, cloud service interruptions, misconfiguration, and credential compromise can

affect monitoring and control outcomes. Customer is responsible for independent safeguards, safety systems, interlocks, and operational procedures.

## **12. INDEMNIFICATION**

12.1 Provider IP Indemnity. Provider will defend and indemnify Customer against third-party claims alleging that the Services infringe a U.S. patent, copyright, or trade secret, and pay damages finally awarded or settlements approved by Provider, provided Customer: (a) promptly notifies Provider; (b) gives Provider control of defense/settlement; and (c) cooperates.

12.2 Exclusions. Provider has no obligation for claims arising from: (a) Customer Data; (b) Customer modifications; (c) combination with non-Provider products not authorized by Provider; or (d) use outside the scope of this Agreement.

12.3 Mitigation. If infringement is alleged, Provider may: (a) modify the Services to be non-infringing; (b) replace them; or (c) terminate and refund pro-rata prepaid unused fees for the affected Services.

12.4 Customer Indemnity. Customer will defend and indemnify Provider from claims arising out of Customer Data, Customer's equipment/processes, Customer's misuse of the Services, or Customer's violation of law.

## **13. LIMITATION OF LIABILITY**

13.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS/REVENUE, LOST PRODUCTION, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13.2 Liability Cap. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO PROVIDER UNDER THE APPLICABLE PURCHASE FORM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

13.3 Control-Related Allocation of Risk. WITHOUT LIMITING SECTIONS 14.1–14.2, PROVIDER WILL HAVE NO LIABILITY FOR DAMAGES OR HARM ARISING FROM OR RELATED TO CONTROL COMMANDS, INCLUDING PERSONAL INJURY, PROPERTY DAMAGE, ENVIRONMENTAL HARM, PROCESS UPSETS, OR REGULATORY FINES, EXCEPT TO THE EXTENT CAUSED DIRECTLY BY PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WHERE SUCH LIMITATION IS NOT PROHIBITED BY LAW.

13.4 Exceptions. Sections 13.1–13.2 do not limit liability for: (a) a Party's fraud or willful misconduct; (b) Customer's payment obligations; or (c) IP infringement indemnity obligations to the extent not excludable by law.

## **14. TERM; AUTO-RENEWAL; TERMINATION; SUSPENSION**

14.1 Term. This Agreement begins on the Effective Date and remains in effect until end of the calendar year and will automatically renew unless notice is given at least 60 days prior.

14.2 Subscription Term; Annual Auto-Renewal. Each Subscription Term begins on the start date listed in the applicable Purchase Form and continues for the duration specified therein (“Initial Subscription Term”) [Prorated to the end of the first calendar year, then billed in January of each subsequent year]. Unless either Party provides written notice of non-renewal at least sixty (60) days before the end of the then-current Subscription Term, the Subscription Term will automatically renew for consecutive one (1) year renewal terms (each, a “Renewal Term”) at Provider’s then-current pricing, unless otherwise stated in the Purchase Form.

14.3 Termination for Cause. Either Party may terminate a Purchase Form (or this Agreement if all Purchase Forms are affected) upon thirty (30) days’ written notice of a material breach if not cured within that period.

14.4 Suspension. Provider may suspend access for: (a) nonpayment of undisputed fees; (b) a security risk; (c) legal requirement; or (d) a material violation of this Agreement, using commercially reasonable efforts to provide notice and limit scope/duration.

14.5 Effect of Termination. Upon termination: (a) Customer’s access ends; (b) Customer remains responsible for fees incurred; and (c) Customer may retrieve Customer Data during the Retrieval Period under Section 7.5.

## **15. COMPLIANCE; EXPORT**

15.1 Compliance. Each Party will comply with applicable laws.

15.2 Export Controls. Customer will comply with export and sanctions laws and will not allow access by restricted persons or in prohibited jurisdictions.

## **16. GOVERNING LAW; VENUE (NEBRASKA)**

16.1 Governing Law. This Agreement is governed by the laws of the State of Nebraska, without regard to conflict-of-law principles.

16.2 Venue. Exclusive venue for any dispute arising out of or relating to this Agreement will be the state or federal courts located in Nebraska, and each Party consents to personal jurisdiction there.

16.3 Injunctive Relief. Either Party may seek injunctive relief for breach of confidentiality or unauthorized use of intellectual property.

**17. GENERAL**

17.1 Assignment. Neither Party may assign this Agreement without the other’s written consent, except to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee agrees in writing to be bound.

17.2 Force Majeure. Neither Party is liable for delay or failure due to events beyond reasonable control (excluding payment obligations).

17.3 Notices. Notices must be in writing and delivered to the addresses above. Email notices are permitted to the following: Provider Notice Email: Support@hoa-solutionsinc.com.

17.4 Entire Agreement. This Agreement (including all Purchase Forms and Exhibits) is the entire agreement and supersedes prior discussions.

17.5 Severability; Waiver. Unenforceable provisions will be modified to reflect the Parties’ intent as closely as possible, and the remainder remains in effect. Failure to enforce is not a waiver.

SIGNATURES

HOA SOLUTIONS INC. ("Provider")

City of Falls City Nebraska Water ("Customer")

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## EXHIBIT A — SERVICE LEVEL AGREEMENT (SLA) — 24x7 SUPPORT

A1. Availability Commitment. Provider will use commercially reasonable efforts to achieve 99.9% monthly uptime for the production Services, excluding SLA Exclusions. “Uptime” = (Total minutes in month – Downtime minutes) / Total minutes in month. “Downtime” means the production Services are unavailable for all users due to Provider-controlled failures.

SLA Exclusions (not counted as downtime): (a) scheduled maintenance with notice; (b) force majeure; (c) Customer networks/devices/ISPs/Internet Connectivity; (d) third-party systems outside Provider control; (e) beta/preview features; (f) misuse or misconfiguration by Customer.

### A2. Support Response.

Servicing our customers is our top priority. Service calls are prioritized based on urgency. HOA Solutions employees adhere to the chart below for service ticket response standards. Please understand that emergencies may arise for our customers, and just as you would appreciate, those situations are addressed promptly and receive priority status.

	Speak to someone within:	On-Site within: (If needed)
<b>RED</b>	30 minutes *escalation rates can apply	24 hours
<b>ORANGE</b>	24 business hours	1 week
<b>YELLOW</b>	24 business hours	30 days

We recognize that service is essential to our customers and remains our highest priority. We continue to see success with our ROYAL (Red, Orange, Yellow, Always Live) Service system and are committed to maintaining our strong problem-solving company culture. Our team of engineers and service technicians work diligently to identify the root cause of issues before implementing cost-effective solutions.

After Hours Support: We offer 24/7 emergency support to meet your needs at any time. Outside of normal business hours, a technician will respond within four hours. Please note that after-hours rates may apply.

Support is available 24/7/365 by calling HOA Solutions Inc. at 402-467-3750.

A3. Backup & Disaster Recovery (Baseline). Daily backups of configuration and core metadata; historian retained per Purchase Form. RPO target 24 hours; RTO target 72 hours.

## **EXHIBIT B — UTILITY / CRITICAL INFRASTRUCTURE RIDER**

This Utility / Critical Infrastructure Rider (“Rider”) supplements and amends the Agreement when Customer owns or operates facilities that constitute critical infrastructure or is a utility/public authority.

C1. **Applicability and Priority.** If this Rider conflicts with the Agreement, this Rider controls for critical-infrastructure-specific matters.

C2. **Customer Regulatory Responsibilities.** Customer is solely responsible for determining and complying with regulatory obligations applicable to Customer’s operations. The Services do not constitute legal, regulatory, engineering, or compliance advice.

C3. **Provider Security Program.** Provider will maintain reasonable safeguards consistent with industry-standard practices. Provider does not warrant compliance with any specific framework unless expressly stated in a Purchase Form.

C4. **Subprocessors and Data Location.** Unless expressly permitted in writing, Provider will not permit subprocessors outside the United States to process Customer Data.

C5. **Incident Response and Notification.** Provider will notify Customer without undue delay after confirming a Security Incident affecting Customer Data and provide commercially reasonable assistance for reporting obligations, subject to reasonable fees for extraordinary efforts.

C6. **Business Continuity & Disaster Recovery.** Provider maintains baseline DR per SLA. Customer remains responsible for contingency planning and independent emergency operations.

C7. **Control Commands — Utility/Critical Infrastructure Terms.** Customer acknowledges Control Commands may affect public safety and compliance; Customer will ensure qualified authorization, independent safeguards, and local manual control.

C8. **Public Records (If Applicable).** Customer is responsible for public record compliance; Provider will assist with retrieval as commercially reasonable, and customer may be subject to reasonable fees for extraordinary efforts.

C9. **Emergency Coordination.** Provider will cooperate reasonably during emergencies; no on-site presence unless agreed in writing.

C10. **Liability Clarification.** Agreement limitations apply fully except where prohibited by Nebraska law.

C11. **No Engineering Services.** Provider is not an engineer of record or operator.

**EXHIBIT C — PURCHASE FORM (Per Tag; Annual Auto-Renew)**

Initial	X
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Modification	
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Purchase Form No.: CW648-01    Effective Date: 03-25-2025

Customer: City of Falls City Nebraska Water    Provider: HOA Solutions Inc.

1) Subscription. Plan: VTSCADA HOA Cloud. Sites/Facilities Covered: Rulo Water Plant, Power Plant Booster Station, and Falls City Water Tower. Included Tags: 1,135. Tag Counting Methodology: VTScada Application Manager provides tag count per application. Historian Enabled: [Yes]. Retention Period: [24 months].

2) Control Commands. Enabled: Yes. Dual Authorization Required: Yes. Control Audit Log Retention: 24 Months.

3) Support. Support Response in accordance with Exhibit A.

4) Subscription Fees. Tags are sold in 100-pack quantities. Tag pack quantity   12  

Tag Pack Annual Subscription Price   \$12,000  

5) Any requested modifications (i.e. tag additions, tag deletions, etc) will be billed at standard time and material rates.

6) Billing and Term.

7) This service requires the customer to maintain a reliable internet connection. In the event that reliable internet service is not available or a connection cannot be established, modifications to the purchase form may be required and additional costs may be incurred.

Billing Frequency: [Annual].

Initial Subscription Term: 03-25-2025 to end of calendar year.

Auto-Renewal: renews for consecutive one (1) year terms unless notice given at least 60 days prior.

Renewal Pricing: Provider’s then-current pricing unless otherwise stated.

ACCEPTED AND AGREED:

HOA SOLUTIONS INC. (Provider)

City of Falls City Nebraska Water (Customer)

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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