

## **BROKEN BOW UTILITIES**

**March 10, 2026 @ 12:30 P.M.**  
**City Hall**  
**314 South 10<sup>th</sup> Avenue, Broken Bow, NE**

**A. Call to Order**

**B. Open Meeting Law:** A current copy of the Open Meeting Act is posted and is available for review by all citizens in attendance.

**C. Roll Call**

**D. Consent Agenda** – The Board will review and may or may not approve the consent agenda items for March 10, 2026, which will include the following:

- a. Approval of Minutes of February 24, 2026, Meeting
- b. Approval of Claims as Posted

**E. Discussion Items**

- a. Power Plant Proposal
- b. Rates.

**F. Action Item**

- a. Approval of Yearly Contract for SCADA Cyber Security

**G. Department Head Updates**

**H. Items for Next Agenda**

**I. Adjournment**

*The Broken Bow Board of Public Works reserves the right to enter closed session to discuss any item on the agenda pursuant to law.*

**Board of Public Works  
Meeting Minutes  
February 24, 2026**

The Board of Public Works of the City of Broken Bow, Nebraska met in regular session on Tuesday, February 24, 2026, at the Broken Bow Municipal Building. Notice of the meeting was given in advance thereof as required by publication in the Custer County Chief, the designated method for giving notice. Availability of the agenda and related materials was communicated in advance to the members of the Board of Public Works, the Electric Superintendent, and the Water/Sewer Superintendent. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Chad Schall called the meeting to order at 12:35 pm. with the following Board members present: Chad Schall, Jarrod Conner, and Jay Gormley. Absent: Scott Adams. Chad Schall informed the Board of Public Works that this was an open meeting of the Board of Public Works and was subject to the open meeting laws of the State of Nebraska, a copy of which is posted.

Moved by Schall, seconded by Conner to approve the Consent Agenda for February 24, 2026. Said motion includes approval of the Minutes of February 10, 2026, and approval of Claims to Date. Roll Call vote: Voting aye: Gormley, Conner, and Schall. Nays: None. Motion carried.

Scott Adams entered at 12:40 pm.

City Of Broken Bow Payroll Reimbursement - \$58,248.58, Custer County Chief - \$55.38, \$380.71, Custer Transfer Station - \$13,243.00, Elan Financial Services - \$153.14, Great Plains Communications, Inc - \$444.95, Greg Krueger & Associates, Inc. - \$1,383.28, Hire Right Solutions, Inc. - \$122.90, Hydro Optimization & Automation Solution - \$2,201.08, \$1,872.50, Mills Hardware - \$775.32, Myers Construction Inc. - \$431,785.17, Nebraska Municipal Power Pool - \$297.34, Obrien's Hardware - \$239.65, Quadient Finance Usa, Inc. - \$1,000.00, S & L Sanitary Services - \$36,466.70, Trotter Service - \$291.01, \$2,272.77, Usa Blue Book - \$258.64, Verizon Wireless - \$404.24, Total - \$551,896.36

Electric Department	\$28,766.33
Water Department	\$445,651.99
Sewer Department	\$13,663.83
Power Plant	\$1,182.34
Billing	\$62,631.87
Fuel Station	
Total	<hr/> <u>\$551,896.36</u>

Blake Waldow, Electrical Superintendent, informed the board that the final numbers for the 2500 HD Silverado pickup are \$30,629.

The rate increase from MEAN is \$590 from the wholesale provider.

There are no final numbers from Farabee on the Power Plant, they have talked about engine types and are going out for bids for the project. Contacted JEO a Sub will fit in the area and JEO will work on substation transformer size.

The following were discussed under Department Head Updates:

Blake Waldow, Electric Superintendent:

- Regulate underground installations.
- Insall new underground on North B Street.
- Working on back feeds on the north and south sides of the system
- Pole change outs on South 3<sup>rd</sup> Avenue.
- Changing out meters.

Ryan Jones, Water/Sewer Superintendent:

- Jetting sewers
- Have had calls on sewer back ups in the last couple of weeks
  - Found Great Plains bored through sewer line.
  - Talked to Ian with GP
  - Myers did repairs and found Vireo damaged a line as well
  - \$12,902.14 in damages
- Drained most of the oil from the Power Plant.
- Need to talk with Neptune about multiplier for new meters.

Moved by Schall, seconded by Conner to adjourn the meeting at 1:45 pm. Roll Call vote: Voting aye: Schall, Adams, Conner, and Gormley. Nays: None. Motion Carried.

BOARD OF PUBLIC WORKS OF THE  
CITY OF BROKEN BOW, NEBRASKA

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/s/ Chad Schall, Chairman

# Accounts Payable Detail Listing

Broken Bow Municipal Utilities

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>A.S.A.P. EXPRESS</b>										
21365	3/10/2026	3/10/2026	23.00	134196					23.00	Posted 0.00
	3-347500					WASTE WATER TESTING				
<b>AKRS Equipment</b>										
21392	3/10/2026	3/10/2026	31.06	4389536					31.06	Posted 0.00
	2-241100					TOOL REPLACEMENT				
<b>AUTO VALUE BROKEN BOW</b>										
21366	3/10/2026	3/10/2026	157.03	8955,9463,9429					62.04	Posted 0.00
	1-143410					SUPPLIES & MAINTENANCE			94.99	0.00
	1-143205					MAINTENANCE-EQUIPMENT LINE DEPT			157.03	0.00
<b>BEAVER BEARING COMPANY</b>										
21394	3/10/2026	3/10/2026	6.75	29615					6.75	Posted 0.00
	2-241000					OPERATING SUPPLIES/MAINTENANCE				
special office	<b>BROKEN BOW MUNICIPAL UTILITIES</b>									
21367	3/10/2026	3/10/2026	831.43						831.43	Posted 0.00
	5-545500					postage				
<b>CARD SERVICES - ORSCHELNS FARM &amp; HOME</b>										
21368	3/10/2026	3/10/2026	256.67						256.67	Posted 0.00
	1-145420					LICENSING/SUBSCRIPTIONS				
transfer	<b>CITY OF BROKEN BOW</b>									
21369	3/10/2026	3/10/2026	54,445.13						54,045.13	Posted 0.00
	1-149200					Transfer to City's General Fund			400.00	0.00
	5-546100					Monthly Office Rent			54,445.13	0.00
PAYROLL	<b>CITY OF BROKEN BOW PAYROLL REIMBURSEMENT</b>									
21371	3/10/2026	3/10/2026	60,090.21							Posted
	4-440100					Payroll Reimbursement			998.30	0.00
	4-445220					Payroll Reimbursement			76.02	0.00
	4-445210					Payroll Reimbursement			59.90	0.00
	5-545130					Payroll Reimbursement			9,257.64	0.00
	5-545220					Payroll Reimbursement			670.42	0.00
	5-545210					Payroll Reimbursement			555.45	0.00
	1-143100					Payroll Reimbursement			21,685.85	0.00
	1-145220					Payroll Reimbursement			1,546.90	0.00
	1-145210					Payroll Reimbursement			1,141.23	0.00
	2-240100					Payroll Reimbursement			10,658.82	0.00
	2-245220					Payroll Reimbursement			750.91	0.00
	2-245210					Payroll Reimbursement			639.53	0.00
	3-340100					Payroll Reimbursement			10,658.81	0.00
	3-345230					Payroll Reimbursement			750.91	0.00
	3-345210					Payroll Reimbursement			639.52	0.00
									60,090.21	0.00
<b>CITY OF BROKEN BOW-REIMBURSEMENT</b>										
21389	3/10/2026	3/10/2026	476.00						476.00	Posted 0.00
	5-545650					CONFERENCE REGISTRATION				
ION POWER	<b>CUSTER PUBLIC POWER DISTRICT</b>									
21391	3/10/2026	3/10/2026	4,454.76						4,376.59	Posted 0.00
	3-340900					Power for Wastewater Treatment Plant			78.17	0.00
	3-340900					POWER FOR WWTP			4,454.76	0.00
<b>City of Broken Bow - Health Insurance</b>										
21370	3/10/2026	3/10/2026	35,688.28							Posted
	1-145200					health insurance			13,176.22	0.00
	2-245200					health insurance			7,756.54	0.00
	3-345200					health insurance			7,756.50	0.00
	5-545200					health insurance			6,626.00	0.00
	4-445200					health insurance			373.02	0.00
									35,688.28	0.00

# Accounts Payable Detail Listing

Broken Bow Municipal Utilities

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>DUTTON-LAINSON COMPANY (continued)</b>										
21372	3/10/2026	3/10/2026	2,610.80	T1085-1						Posted
	1-145420			LICENSING/SUPSCRIPTIONS					2,610.80	0.00
<b>EAKES OFFICE SOLUTIONS</b>										
21373	3/10/2026	3/10/2026	340.62	9280358-0,928103					340.62	Posted
	5-545400			office supplies						0.00
21388	3/10/2026	3/10/2026	66.57	9288809-0,735402					17.34	Posted
	5-545400			office supplies					49.23	0.00
	5-545700			OFFICE PHONE					66.57	0.00
<b>EZ IT Solutions</b>										
21374	3/10/2026	3/10/2026	1,700.00	8330						Posted
	1-149991			IT SERVICES					667.00	0.00
	2-249991			IT SERVICES					567.00	0.00
	3-349991			IT SERVICES					366.00	0.00
	5-549991			IT SERVICES					100.00	0.00
									1,700.00	0.00
<b>INVOICE CLOUD</b>										
21375	3/10/2026	3/10/2026	351.20	449-2026_2						Posted
	5-547200			Credit Card Expenses					351.20	0.00
<b>KATIE HOGG</b>										
21387	3/10/2026	3/10/2026	230.55							Posted
	5-545600			MEALS/MILEAGE/HOTEL					230.55	0.00
<b>LEAGUE OF NEBR. MUNICIPALITIES</b>										
21376	3/10/2026	3/10/2026	130.00	9592						Posted
	2-243365			CONFERENCE REGISTRATION					130.00	0.00
<b>MEAD LUMBER CO</b>										
21377	3/10/2026	3/10/2026	41.67	13179859						Posted
	1-143410			SUPPLIES & MAINTENANCE					41.67	0.00
21390	3/10/2026	3/10/2026	18.93	13128027						Posted
	2-241000			OPERATING SUPPLIES & MAINTENANC					18.93	0.00
<b>MUNICIPAL ENERGY AGENCY OF NE</b>										
21378	3/10/2026	3/10/2026	706,895.39	310861						Posted
	1-140200			Power Purchases MEAN					706,895.39	0.00
Mtrs	<b>MUNICIPAL SUPPLY, OF NEBR.</b>									
21396	3/10/2026	3/10/2026	2,133.07	0967638,0967639,						Posted
	2-244300			CONST. OF WATER MAIN					2,133.07	0.00
<b>NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB</b>										
21379	3/10/2026	3/10/2026	60.00	600315						Posted
	2-247500			Water Testing					60.00	0.00
<b>NEBRASKA STATE BANK</b>										
21380	3/10/2026	3/10/2026	48,506.00							Posted
	1-110670			Wastewater Bond- Monthly Savings Depos					26,842.00	0.00
	1-110680			Water Bond- Monthly Savings Deposit					10,389.00	0.00
	1-110610			Electric Bond Fund					11,275.00	0.00
									48,506.00	0.00
<b>O'REILLY AUTOMOTIVE, INC.</b>										
21381	3/10/2026	3/10/2026	52.83	6070-162534						Posted
	1-143410			SUPPLIES & MAINTENANCE					52.83	0.00
<b>OBRIEN'S HARDWARE</b>										
21398	3/10/2026	3/10/2026	40.09							Posted
	1-143410			SUPPLIES & MAINTENANCE					23.53	0.00
	2-241000			SUPPLIES & MAINTENANCE					16.56	0.00
									40.09	0.00
<b>PAULSEN, INC.</b>										
21395	3/10/2026	3/10/2026	829.24	260169						Posted
	2-244300			CONST. FOR WATER MAIN					829.24	0.00
<b>ROSS ELECTRIC INC</b>										
21393	3/10/2026	3/10/2026	282.82	10066						Posted
	3-340500			MAINTENANCE-WWTP					282.82	0.00

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	<u>Account#</u>	<u>Work Order</u>					<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>RT Ace (continued)</b>											
21382	3/10/2026	3/10/2026				79.50	179389,179790,18			79.50	Posted 0.00
	1-143410						SUPPLIES & MAINTENANCE				
<b>S &amp; L SANITARY SERVICES</b>											
21397	3/10/2026	3/10/2026				31.50				31.50	Posted 0.00
	4-441300						Trash Fees Billed				
<b>SAGE PAYMENT SOLUTIONS</b>											
21383	3/10/2026	3/10/2026				3,106.82	02-26			3,106.82	Posted 0.00
	5-547200						Credit card fees				
<b>V-BAR Inc.</b>											
21399	3/10/2026	3/10/2026				600.95	36742,36781,3700			600.95	Posted 0.00
	1-143410						SUPPLIES & MAINTENANCE				
<b>WENQUIST, INC.</b>											
21384	3/10/2026	3/10/2026				164.55	460563,461401,46			164.55	Posted 0.00
	1-143205						MAINTENANCE-EQUIP/LINE DEPT				
<b>WESCO RECEIVABLES CORP.</b>											
21385	3/10/2026	3/10/2026				13,791.68	877285,880155,90				Posted
	1-143350						POLE TESTING/REPLACEMENT			7,386.21	0.00
	1-143300						LINE MATERIALS/SUPPLIES			6,405.47	0.00
										13,791.68	0.00
<b>WESTERN AREA POWER ADMIN.</b>											
21386	3/10/2026	3/10/2026				26,949.47	BFPB000870226			26,949.47	Posted 0.00
	1-140220						Power Purchases WAPA				
						965,474.57	35 Non-voiced payables listed.				

Report Setup  
 AP - Accounts Payable Listing : Vendor Name  
 Filter Options  
 Starting: 2/25/2026  
 Ending: 3/10/2026  
 Banks: All  
 Payable Status: Posted, Printed, ACH, Recorded, Voided  
 All Vendors Selected

# Check Approval List - GL Account

3/6/2026 8:51:49 AM

Broken Bow Municipal Utilities

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>ELECTRIC</b>				
AUTO VALUE BROKEN BOW	8955,946	COPPER CORE, FUEL, OIL, LAMP, HOSE	MAINTENANCE-Equip L	94.99
AUTO VALUE BROKEN BOW	8955,946	COPPER CORE, FUEL, OIL, LAMP, HOSE	SUPPLIES AND MAINTI	62.04
CARD SERVICES - ORSCHELNS FARM		ADOBE SUBSCRIPTION	LICENSING/SUBSCRIP	256.67
CITY OF BROKEN BOW			IN LIEU OF TAX PAYME	54,045.13
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		SALARIES-DISTRIBUTI	21,685.85
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		EMPLOYEE PENSION E	1,141.23
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		EMPLOYEE SOCIAL SE	1,546.90
City of Broken Bow - Health Insurance		health insurance-FEBRUARY 2026	EMPLOYEE HEALTH IN	13,176.22
DUTTON-LAINSON COMPANY	T1085-1	TANTALUS ENDPOINTS	LICENSING/SUBSCRIP	2,610.80
EZ IT Solutions	8330	IT SERVICES	IT Expense	667.00
MEAD LUMBER CO	13179859	BOLTS, SDS +BIT	SUPPLIES AND MAINTI	41.67
MUNICIPAL ENERGY AGENCY OF NE	310861	POWER PURCHASES	POWER PURCHASES-I	706,895.39
NEBRASKA STATE BANK		bond transfers	ELECTRIC BOND FUNC	11,275.00
NEBRASKA STATE BANK		bond transfers	WASTEWATER PLANT	26,842.00
NEBRASKA STATE BANK		bond transfers	WATER DEPARTMENT	10,389.00
O'REILLY AUTOMOTIVE, INC.	6070-162	CLEAN WIPES, BRAKE CLEANER	SUPPLIES AND MAINTI	52.83
OBRIEN'S HARDWARE		SHOVEL HANDLE, VALVE FOR WELL #17	SUPPLIES AND MAINTI	23.53
RT Ace	179389,1	WIRE,CLEAR CAULK, UNION COMPRSN	SUPPLIES AND MAINTI	79.50
V-BAR Inc.	36742,36	SUPPLIES FOR SHOP TRAILER	SUPPLIES AND MAINTI	600.95
WENQUIST, INC.	460563,4	AXLE NUT SOCKET,OIL, FILTER,BLACK S	MAINTENANCE-Equip L	164.55
WESCO RECEIVABLES CORP.	877285,8	WOOD POLES, POLE TESTING, SUPPLIE	LINE MATERIALS & SU	6,405.47
WESCO RECEIVABLES CORP.	877285,8	WOOD POLES, POLE TESTING, SUPPLIE	POLE TESTING/REPLA	7,386.21
WESTERN AREA POWER ADMIN.	BFPB000	POWER PURCHASES FEB 2026	POWER PURCHASED-'	26,949.47
			Total ELECTRIC	\$892,392.40
<b>WATER</b>				
AKRS Equipment	4389536	PLIERS	TOOL REPLACEMENT	31.06
BEAVER BEARING COMPANY	29615	PARTS FOR SKID STEER	OPERATING SUPPLIES	6.75
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		WATER SALARIES	10,658.82
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		EMPLOYEE PENSION E	639.53
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		EMPLOYEE SOCIAL SE	750.91
City of Broken Bow - Health Insurance		health insurance-FEBRUARY 2026	EMPLOYEE HEALTH IN	7,756.54
EZ IT Solutions	8330	IT SERVICES	IT Expense	567.00
LEAGUE OF NEBR. MUNICIPALITIES	9592	BACKFLOW WORKSHOP 2025, RYAN JO	CONFERENCE REGIST	130.00
MEAD LUMBER CO	13128027	TORX & SOCKET	OPERATING SUPPLIES	18.93
MUNICIPAL SUPPLY, OF NEBR.	0967638,	PARTS RESTOCK	CONST. OF WATER SE	2,133.07
NEBRASKA PUBLIC HEALTH ENVIRON	600315	WATER TESTING	WATER TESTING	60.00
OBRIEN'S HARDWARE		SHOVEL HANDLE, VALVE FOR WELL #17	OPERATING SUPPLIES	16.56
PAULSEN, INC.	260169	CONCRETE FOR HWY 2 PROJECT	CONST. OF WATER SE	829.24
			Total WATER	\$23,598.41
<b>SEWER</b>				
A.S.A.P. EXPRESS	134196	DELIVER WATER SAMPLES	WASTE WATER TESTII	23.00
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		SEWER SALARIES	10,658.81
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		EMPLOYEE PENSION E	639.52
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		EMPLOYEE SOCIAL SE	750.91
CUSTER PUBLIC POWER DISTRICT		POWER FOR WWTP	UTILITIES	4,376.59
CUSTER PUBLIC POWER DISTRICT		POWER FOR WWTP	UTILITIES	78.17
City of Broken Bow - Health Insurance		health insurance-FEBRUARY 2026	EMPLOYEE HEALTH IN	7,756.50
EZ IT Solutions	8330	IT SERVICES	IT Expense	366.00
ROSS ELECTRIC INC	10066	INTALL FUSES FOR HEATERS AT WWTP	MAINTENANCE - WAST	282.82
			Total SEWER	\$24,932.32
<b>POWER PLANT</b>				
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		POWER PLANT SALAR	998.30
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		EMPLOYEE PENSION E	59.90
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		EMPLOYEE SOCIAL SE	76.02
City of Broken Bow - Health Insurance		health insurance-FEBRUARY 2026	EMPLOYEE HEALTH IN	373.02
S & L SANITARY SERVICES		TRASH FEES	MAINTENANCE-BUILDI	31.50
			Total POWER PLANT	\$1,538.74
<b>BILLING</b>				

# Check Approval List - GL Account

3/6/2026 8:51:49 AM

Broken Bow Municipal Utilities

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>BILLING</b>				
BROKEN BOW MUNICIPAL UTILITIES		POSTAGE	POSTAGE	831.43
CITY OF BROKEN BOW			OFFICE RENT	400.00
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		OFFICE SALARIES	9,257.64
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		EMPLOYEE PENSION F	555.45
CITY OF BROKEN BOW PAYROLL REIM	2/25/26		EMPLOYEE SOCIAL SE	670.42
CITY OF BROKEN BOW-REIMBURSEM		CONFERENCE REGISTRATION/MEALS	CONFERENCE REGIST	476.00
City of Broken Bow - Health Insurance		health insurance-FEBRUARY 2026	EMPLOYEE HEALTH IN	6,626.00
EAKES OFFICE SOLUTIONS	9280358-	ENVELOPES, PENS, INK	OFFICE SUPPLIES	340.62
EAKES OFFICE SOLUTIONS	9288809-	FILE FOLDERS, BINDER, BINDER CLIPS,	OFFICE SUPPLIES	17.34
EAKES OFFICE SOLUTIONS	9288809-	FILE FOLDERS, BINDER, BINDER CLIPS,	TELEPHONE	49.23
EZ IT Solutions	8330	IT SERVICES	IT Expense	100.00
INVOICE CLOUD	449-2026	CREDIT CARD EXPENSES	CREDIT CARD/BILL PA	351.20
KATIE HOGG		MILEAGE FOR LEAGUE	MEALS/MILEAGE/HOTE	230.55
SAGE PAYMENT SOLUTIONS	02-26	CREDIT CARD FEES	CREDIT CARD/BILL PA	3,106.82
			Total BILLING	\$23,012.70
				\$965,474.57

Report Selection: Check Approval List - GL Account  
 Date Range Selection: GL Posting Date  
 Starting Date: 2/25/2026  
 Ending Date: 3/10/2026  
 Banks: All  
 Bank Acct#:  
 Include Printed Checks:

## Master Services Agreement

THIS MASTER SERVICES AGREEMENT (hereinafter referred to as "Agreement") is effective as of **January 1st, 2026** and is made and entered into by and between:

**City Broken Bow** and its Affiliated Divisions (collectively hereinafter referred to as "Customer") with an address of 314 S. 10<sup>th</sup> Avenue, Broken Bow, NE 68822 and

**HOA Solutions** (hereinafter referred to as "Service Provider") whose business address is 2601 West L Street, Lincoln, NE 68522

### WHEREAS

- A. Customer requires Cyber Protect/Software Maintenance and Support Services (the "Services"); and
- B. Service Provider specializes in providing the Service and will perform Services on behalf of Customer.

**NOW, THEREFORE**, in consideration of the premises hereof and the mutual covenants, agreements, obligations and consideration hereafter provided, it is agreed by the parties hereto as follows:

1. Description of Services.
  - a. *Statements of Work.* Service Provider shall provide Customer with the Services as described from time to time in a Statement of Work (hereinafter referred to as "SOW") and attached as "Exhibit" pursuant to the terms and conditions of this Agreement. Each SOW will state the terms during which the Services will be provided.
2. Term and Termination.
  - a. *Term.* This Agreement shall be effective as of the date listed on Exhibit A and shall remain in full force and effect until terminated by either party.
  - b. *Termination for Cause.* Either party may terminate this Agreement for a material breach by the other party which is not cured within the shorter of thirty (30) days after the receipt by the breaching party of written notice and reasonable description of the breach or when it becomes evident that cure within the thirty (30) day period is impossible. Furthermore, either party may terminate this Agreement if the other party (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding, or (iii) is liquidated, voluntarily or otherwise.

*Termination without Cause.* If no SOW's are outstanding, either party may terminate this Agreement, without cause, with sixty (60) days prior written notice to the other. If any SOW's are outstanding, either party may terminate this Agreement, without cause, with sixty (60) days prior written notice following the completion by both parties of their respective obligations under all outstanding SOW

3. Payment. Service Provider will provide Customer with a detailed invoice and Customer will remit payment within payment terms stated on invoice.
4. Warranties. Service Provider warrants to Customer that (i) Services will be provided in a professional and workmanlike manner; (ii) Services will not infringe upon or violate any laws or regulations; and (iii) Services will comply with the requirements set forth in the SOW.
5. Indemnity Each Party agrees to indemnify, defend and hold harmless the other Party and its Affiliates, and their directors, officers, employees, agents, successors and assigns (collectively, the "Other Party Indemnitees") from and against all liabilities, losses, damages and costs, including reasonable attorneys' fees, (collectively, "Losses") they may suffer as the result of Third Party claims, demands, actions, suits or judgments against them resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the indemnifying Party; (b) the failure by the indemnifying Party to comply with applicable Laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and/or (c) any breach of this Agreement by the indemnifying Party. The foregoing indemnification obligation shall not apply to Losses to the extent resulting from or arising out of: (i) the negligence, recklessness or willful misconduct on the part of any of the Other Party Indemnitees; (ii) the failure by the other Party to comply with applicable Laws; or (iii) any breach of this Agreement by the other Party.
6. Force Majeure. Either party shall be excused for delay in the performance of any obligations hereunder when such delay is the result of or attributable to the elements, acts of God, governmental authority, delays in transportation, manufacturer's or supplier's delays in providing parts, products or problem solutions, or any other cause beyond their reasonable control; provided, however, that in any such event both parties agree to make a good faith effort to meet their obligations hereunder.

7. Dispute Resolutions.

- a. *Informal.* Before initial arbitration or other legal action against the other relating to a dispute herein, the parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. If the dispute is not resolved within thirty (30) days of commencement of informal efforts under this paragraph, either party may pursue formal dispute resolution. This paragraph will not apply if: (i) expiration of the applicable time for bring an action is imminent; or (ii) injunctive or other equitable relief is necessary to protect a party's proprietary rights.
- b. *Arbitration.* In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Lincoln, NE. State of Nebraska law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8. Governing Law. This Agreement and all rights and duties hereunder, including but not limited to all matters of construction, validity and performance, shall be governed by the laws of the State of Nebraska

9. Entire Agreement. This Agreement, SOW, and any mutually executed amendments, addendums, or attachments shall constitute the entire agreement between the parties regarding the subject matter hereof and any prior understanding or representation of any kind regarding the subject matter hereof preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this

**Exhibit A**  
**Statement of Work (SOW)**

This program will provide several action steps by HOA:

- Annual Subscription to VTScada Software and Technical Support
- Keep all software patched and up to date on the SCADA computer.
  - VTScada software-latest version installed (at least) twice per year
  - Cyber Security/Virus protection
  - Backup Software
- Annual subscription for cloud backup and disaster recovery.
- VTScada email to SMS text message relay service for Outbound messages.
- Monthly monitoring of the SCADA computers.
  - Last computer backup
  - Validate cloud backup is good and that it boots up
  - Configuration backup
  - Last reboot
  - Hard drive status
  - Software status
  - Alarm notification system status
  - User Security Review

This is not an “insurance policy” it is a “maintenance program”. In the event there is a security breach or a hardware failure, recovery costs are not covered under this agreement. However, the probability of such an event happening will be reduced and the recovery will be much faster at far less expense.

This contract shall automatically be renewed on January 1st of every year until further notice by Customer and or Service Provider.

The annual cost and term of contract is valid for 12 months starting January 1, 2026 thru December 31, 2026 for yearly cost of.....\$14,749.00.