

**AGENDA: CITY OF PLAINVIEW  
COUNCIL MEETING, JULY 8, 2025  
6:30 O'CLOCK P.M.**

*OPEN MEETING LAW POSTED IN COUNCIL CHAMBERS*

- 1 Roll Call
- 2 Approval of Minutes from Previous Meeting (s)
- 3 Claims & Payroll
- 4 Reports

**Manor**

**Police Chief**

**Economic Development Report**

**City Superintendent Report**

**City Attorney**

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- 5 Mayor Board Appointment

\*Manor Board- Wayne Rasmussen 3 year term

- 6 **Public Hearing- Creation of Street Improvement District 2025-1 Lincoln Avenue and Pine Street 7:00 PM**

- 7 Discussion/Action- Resolution #727 - Confirmation of Street Improvement District 2025-1 Lincoln Avenue and Pine Street

- 8 Discussion/Action- Ordinance #1011- Issuing Bond Anticipation Notes, Series 2025, in an amount not to exceed \$500,000

- 9 Discussion/Action- Resolution #728- Signing of 5311 Program Agreement PI2533- City of Plainview HandiVan

- 10 Discussion/Action- Agreement for Provision of Limited Professional Services

Effluent Discharge Improvements Project No. 351-DI - Miller & Associates Consulting Engineers

- 11 Discussion/Action- Interlocal Cooperation Agreement Plainview Public Schools-District 2025-1 Paving Improvements

- 12 Discussion- nuisance procedures pertaining to unlicensed and inoperable vehicles

- 13 Discussion- Budget FY 2025-2026

- 14 Council Comments

- 15 Public Comments

2

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 10, 2025**

A meeting of the Mayor and Council of the City of Plainview, Nebraska, was held at the Council Chambers in said City on the 10<sup>th</sup> day of June at 6:30 o'clock P.M.

Roll call was held and present were: Mayor Smith; Council Members: Born, Janovec, Sanne and Doty Absent: None.

The Pledge of Allegiance was then recited.

Mayor Smith opened the meeting and announced to individuals in attendance that a full copy of the new Nebraska Open Meetings Act was posted on the east wall of the Council Chambers.

Notice of the meeting was given in advance thereof by Publication, a designated method for giving notice, as shown by the Affidavit of Publication attached to these minutes. Notice of this meeting was given to the Mayor and all Members of the Council 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 Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Courtney Retzlaff was present as City Clerk.  
Jeremy Tarr was present as City Administrator  
Kyle Petersen was present as City Attorney.

Janovec moved to approve the regular meeting minutes from May 13<sup>th</sup>. Sanne seconded the motion. Motion carried 4-0.

Sanne moved to approve claims and payroll. Doty seconded the motion. Motion carried 4-0.

Manor Administrator Juleen Johnson provided updates on staffing, policy changes and by-law changes. Johnson is still looking for committee members to be involved in the upcoming Manor expansion/remodel project discussions.

Police Chief Hallock reported that there were close to 50 kids present for the Bicycle Rodeo held during Klown Festival. Updates were given on nuisance properties and concerns with the railroad crossing on 9<sup>th</sup> Street.

City Clerk Retzlaff reported that she is working on business loans for Cool Beanz Coffee Truck on their new building. Retzlaff is also working with an existing business on possible funding for the purchase and remodel of their current building.

City Administrator Tarr stated that the maintenance staff has been busy preparing for summer activities.

Mayor Smith made the following board appointments:

Brian Bowman, Jason Halvorsen and Wim de Boeck were recommended for 3 year terms on the zoning board through June 30, 2028. Sanne moved to approve the zoning board appointees. Born seconded the motion. Motion carried 4-0.

Joan Alexander was recommended for a 3 year term on the Manor board through June 30, 2028. Sanne moved to approve the appointment for the Manor board. Born seconded the motion. Motion carried 3-1 with Doty voting no. An appointment for another open Manor board position will be made at the July council meeting.

Lois Norris was recommended for a 4 year term on the HandiVan board through June 30, 2029. Sanne moved to approve the appointment for the HandiVan board. Born seconded the motion. Motion carried 4-0.

Motion was made by Janovec and seconded by Doty to approve Ordinance No. 1010. Upon roll call vote, the following members voted AYE: Born, Janovec, Sanne and Doty. The following voted NAY: None. Motion carried 4-0. Whereupon the Mayor declared said Ordinance No. 1010 approved.

Motion was made by Sanne and seconded by Born to waive the second and third readings of Ordinance No. 1010. Upon roll call vote, the following members voted AYE: Born, Janovec, Sanne and Doty. The following voted NAY: None. Motion carried 4-0. Whereupon the Mayor declared the second and third readings of said Ordinance No. 1010 waived.

### **ORDINANCE NO. 1010**

AN ORDINANCE TO CONFIRM THE SALE OF REAL ESTATE OWNED BY THE CITY OF PLAINVIEW LOCATED AT 222 E. LOCUST AVENUE IN PLAINVIEW TO RONALD J. EVANS FOR \$6,500.00.

City Clerk Retzlaff presented a quote from CTS Software for transit software for the City of Plainview HandiVan. The State of Nebraska is now requiring the use of software to record daily data. CTS Software startup costs are \$15,660 with a \$10,000 reimbursement from CARES Act funds. Born moved to approve the software. Doty seconded the motion. Motion carried 4-0.

Motion was made by Sanne and seconded by Born to approve Ordinance No. 1009. Upon roll call vote, the following members voted AYE: Born, Janovec, Sanne and Doty. The following



voted NAY: None. Motion carried 4-0. Whereupon the Mayor declared said Ordinance No. 1009 approved.

Motion was made by Sanne and seconded by Born to waive the second and third readings of Ordinance No. 1009. Upon roll call vote, the following members voted AYE: Born, Janovec, Sanne and Doty. The following voted NAY: None. Motion carried 4-0. Whereupon the Mayor declared the second and third readings of said Ordinance No. 1009 waived.

#### **ORDINANCE NO. 1009**

AN ORDINANCE CREATING STREET IMPROVEMENT DISTRICT NO. 2025-1 IN THE CITY OF PLAINVIEW, NEBRASKA, AUTHORIZING THE CONSTRUCTION OF STREET AND RELATED IMPROVEMENTS IN SAID DISTRICT, AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

Council member Sanne moved to amend Resolution #725 with the public hearing to be held on June 30, 2025 at 6:30 PM. Born seconded the motion. Motion carried 4-0.

Council member Sanne introduced the following resolution and moved for its adoption:

#### **RESOLUTION #725**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PLAINVIEW, NEBRASKA, as follows:

The Mayor and Council hereby find and determine that the Mayor and Council will meet on the 30<sup>th</sup> day of June 2025, at 6:30 o'clock p.m., at the regular meeting place of the Council, at which time a hearing will be held to receive comments and input from the public and to confirm the existence of the required facts and circumstances relative to the creation of Street Improvement District No. 2025-1 of the City. The Clerk is hereby instructed to cause notice of this hearing to be included in the Notice of Creation of Street Improvement District and Notice of Hearing, published as provided by law, in substantially the form attached hereto.

Council member Born seconded the foregoing motion and on roll call on the passage and adoption of said resolution, the following voted Aye; Born, Janovec, Sanne and Doty Nay: None. Whereupon the Mayor declared said motion carried and Resolution #725 is passed and adopted.

Sanne moved to adjourn the meeting. Born seconded. Motion carried 4-0



TIME: 7:07 P.M.

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Robert Smith, Mayor

(SEAL)

ATTEST:

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Courtney Retzlaff, City Clerk/Treasurer

I, the undersigned, City Clerk for the City of Plainview, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on 6/10/2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; 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.

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Courtney Retzlaff, City Clerk/Treasurer

(SEAL)

**GENERAL ACCOUNT**

15943	Verizon Wireless	Cellphones	468.55
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15944	Casey's Business MasterCard	Fuel	41.41
15945	Eakes Office Solutions	Copier Contract	240.92
15945	Plainview Chamber of Commerce	Pmt	30.00
15946	Steinkraus Service	Fuel/Repairs	2,713.85
15947	Plainview News	Ads/Legals/Su	2,470.08
15948	Western Oil Inc	Fuel	787.28
15949	Kampschiender Flooring LLC	Svc	4,314.05
15950	NDEE- Fiscal Services	Pmt- C&D Permit	250.00
15951	Postmaster	Postage	32.70
15952	Postmaster	Postage	32.70
15953	City of Plv Housing Authority	Housing Loan Pmt	111.00
15954	City of Plainview	IRP Loan Pmt	800.35
15955	Plainview Public Schools	Pmt- Michael Food Donation	1,799.00
15956	Plainview Historical Society	Pmt- Michael Food Donation	25.00
15957	Plainview Chamber of Commerce	Pmt- Michael Food Donation	250.00
15958	City of Plainview	Pool Sales Tax	6,710.96
15959	City of Plainview	Library Sales Tax	4,473.97
15960	City of Plainview	Manor Sales Tax	4,473.97
15961	City of Plainview	Eco Dev Sales Tax	4,473.97
15962	NENEDD	Membership Dues	1,693.76
15963	MASA	Emp Ins	140.00
15964	Midwest Bank	Emp HSA	881.00
15966	Lewis & Clark Shrine Club	Ad	50.00
15967	Midwest Bank	Pool Cash	150.00
26064			
THRU			
26067	City Employees	Payroll 5-15-2025	21,279.82
26068			
THRU			
26071	City Employees	Payroll 5-30-2025	20,450.77
26072	Aflac	Emp Ins	286.94
26073	Akrs Equipment Solutions Inc	Su	5.13
26074	Alby's Electric	Su	35.60
26075	Allo Business	Svc	79.20
26076	Altwine Hardware & Home LLC	Su	1,100.49
26077	Auto Value- Norfolk	Su	134.29
26078	Benchmark Government Solutions LLC	Svc	105.55
26079	Billy Goat Guns	Su	550.00

26080	Bud's Sanitary Service LLC	Svc	5,517.00
26081	Bullseye Windshield Repair	Svc	50.00
26082	Casey's Business MasterCard	Fuel	124.87
26083	CHI Health Attn: Finance Acctg Assistant	Svc	40.00
26084	Cintas	Su	157.79
26085	City of Plainview	IRP Loan Pmt	359.43
26086	City of Plainview Osm/Plv Housing	Housing Loan Pmt	50.60
26087	Classic Rentals	Su	114.47
26088	Eakes Office Solutions	Copier Contract	124.49
26089	Epic Sports	Equipment	886.68
26090	Fairfield Inn & Suites	Hotel Room	139.95
26091	Floor Maintenance	Su	862.57
26092	Gayle Sellin	Pmt- May Cleaning	400.00
26093	Hawkins Inc	Su	1,775.82
26094	Hollman Media	Svc	75.00
26095	Hometown Leasing	Copier Lease	343.52
26096	Ingram Library Services	Books/Audiobooks	546.89
26097	Itron Inc	Svc	161.80
26098	Jarecki Sharp & Petersen PC LLO	Legal Fees	800.00
26099	Kyle Hilpipre	Reim- Boots	150.00
26100	LP Gill Inc	Svc	10,067.32
26101	League Association of Risk Management	Gen Ins	136.11
26102	Mahaska	Su	81.34
26103	Matheson Tri- Gas Inc	Su	191.11
26104	Menards	Su	1,606.93
26105	Metering & Technology Solutions	Su	728.40
26106	Miller & Associates Consulting Engineers	Svc	12,602.50
26107	Mitch's Food Center	Su	1,178.14
26108	Municipal Supply Inc of Omaha	Su	9,293.09
26109	NDEE- Fiscal Services	SRF Loan Pmt	29,846.99
26110	Nebraska Rural Water Association	Membership Dues	350.00
26111	NCPPD	Svc	7,314.09
26112	VOID		
26113	Pierce Broadband Networks	Svc	56.67
26114	Pierce Co Register of Deeds	Filing Fee	16.00
26115	Plainview Public Schools	Svc/Su	800.00
26116	Plainview Telephone Co Inc	Svc	1,154.11
26117	Reardon Lawn & Garden	Su	184.75



26118	Rutjens Construction Inc	Su	7,035.25
26119	Schaefer Grain Co	Svc	465.00
26120	Stan Houston Equipment Co Inc	Svc	795.00
26121	Steinkraus Service	Fuel/Repairs	2,139.10
26122	TextMyGov	Annual Contract Fee	2,000.00
26123	Truck Center Companies	Su	217.02
26124	ULine	Su	2,699.10
26125	United Industries Inc	Su	482.55
26126	USA Bluebook	Su	21.78
26127	West Hodson Lumber	Su	382.75
26128	Western Oil Inc	Fuel	991.72
26129	WinSupply Norfolk NE Co	Su	407.95
ACH	Aflac Inc	Emp Ins	243.32
ACH	Allied Benefit Services	Emp Ins	14,622.45
ACH	American Red Cross	Su- Pool	300.00
ACH	Big Iron Auctions	Equipment	4,545.00
ACH	Big Iron Auctions	Su	907.50
ACH	Black Hills Energy	Svc	294.09
ACH	Black Hills Energy	Svc	92.40
ACH	Colonial Life Processing Center	Emp Ins	412.58
ACH	Crashplan Pro	Svc	9.99
ACH	Deluxe Business Checks	Su	224.06
ACH	EFTPS	Fed W/H Tax	6,494.05
ACH	EFTPS	Fed W/H Tax	6,418.33
ACH	Empower Retirement	Pension	2,484.46
ACH	Empower Retirement	Pension	2,484.46
ACH	First Data Merchant Svcs	Svc	26.75
ACH	First Data Merchant Svcs	Svc	30.20
ACH	Dearborn Life Ins. Co	Emp Ins	60.00
ACH	FP Finance Program	Postage	98.95
ACH	Healthplan Svcs Inc	Emp Ins	75.90
ACH	Midwest Bank	Stop Pmts	62.00
ACH	Midwest Bank	Svc	50.00
ACH	Midwest Bank	NSF	108.31
ACH	NE State fire Marshal/Boiler Division	Svc- Boiler Inspection	61.00
ACH	Nebraska CLASS	Gen Acct Int	2,537.28
ACH	NE Dept of Revenue	State W/H Tax	1,485.46
ACH	NE Dept of Revenue	Sales & Use Tax	1,884.90
ACH	Street Improvement	Transfer from Gen Debt	40,000.00
		Svc	

ACH	Swimoutlet.com	Su/Equip	1,791.53
ACH	Swimoutlet.com	Su	52.00
ACH	Swimoutlet.com	Su	65.49
ACH	Synchrony Bank/Amazon	Su	210.32
ACH	Synchrony Bank/Amazon	Su	79.99
ACH	Synchrony Bank/Amazon	Su	59.94
ACH	Synchrony Bank/Amazon	Su	84.39
ACH	Synchrony Bank/Amazon	Su	106.96
ACH	Synchrony Bank/Amazon	Su	52.47
ACH	Synchrony Bank/Amazon	Su	273.42
ACH	Synchrony Bank/Amazon	Su	58.62
ACH	USPS	Postage	322.56
ACH	Zoom Video Comm Inc	Svc	15.99

#### **ECONOMIC DEVELOPMENT SALES TAX**

1036	Plainview News	Legals/Ads	6.55
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#### **STREET IMPROVEMENT**

1021	A&R Construction	Paving	40,000.00
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**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 17, 2025**

A meeting of the Mayor and Council of the City of Plainview, Nebraska, was held at the City Office in said City on the 17<sup>th</sup> day of June at 2:00 o'clock P.M.

Roll call was held and present were: Mayor Smith; Council Members: Born, Janovec,, Sanne and Doty Absent: None

The Pledge of Allegiance was then recited.

Mayor Smith opened the meeting and announced to individuals in attendance that a full copy of the new Nebraska Open Meetings Act was posted on the west side of the meeting room.

Notice of the meeting was given in advance thereof by Posting, a designated method for giving notice, as shown by the Certificate of Posting attached to these minutes. Notice of this meeting was given to the Mayor and all members of the Council 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 Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Courtney Retzlaff was present as City Clerk.  
Jeremy Tarr was present as City Administrator.

Council member Sanne moved to amend Resolution #726 with a hearing to be held July 8, 2025 at 7:00 PM introduced the following resolution and moved for its adoption:

**RESOLUTION #726**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PLAINVIEW, NEBRASKA, as follows:

The Mayor and Council hereby find and determine that the Mayor and Council will meet on the 8<sup>th</sup> day of July, 2025, at 7:00 o'clock p.m., at the regular meeting place of the Council, at which time a hearing will be held to receive comments and input from the public and to confirm the existence of the required facts and circumstances relative to the creation of Street Improvement District No. 2025-1 of the City. The Clerk is hereby instructed to cause notice of this hearing to be included in the Notice of Creation of Street Improvement District and Notice of Hearing, published



as provided by law, in substantially the form attached hereto.

Council member Janovec seconded the foregoing motion and on roll call on the passage and adoption of said resolution, the following voted Aye; Born, Janovec, Sanne and Doty Nay: None. Whereupon the Mayor declared said motion carried and Resolution #726 is passed and adopted.

Sanne moved to adjourn the meeting. Born seconded. Motion carried 4-0

TIME: 2:04 PM.

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Robert Smith, Mayor

(SEAL)

ATTEST:

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Courtney Retzlaff, City Clerk/Treasurer

I, the undersigned, City Clerk for the City of Plainview, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on 6/17/2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; 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.

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Courtney Retzlaff, City Clerk/Treasurer

(SEAL)

## Check Register - Detail

City of Plainview

3

<u>Check #</u>	<u>Date</u>	<u>Acct#</u>	<u>Name</u>	<u>Amount</u>
20740	6/30/2025		<b>ALLIED BENEFIT SERVICES</b>	<b>14,622.45</b>
	2100-513		EMP HEALTH INS	667.70
	2100-513		EMP HEALTH INS	2,003.07
	2400-513		EMP HEALTH INS	667.70
	2600-513		EMP HEALTH INS	2,537.22
	2800-513		EMP HEALTH INS	667.70
	2800-513		EMP HEALTH INS	2,537.22
	3200-513		EMP HEALTH INS	1,669.22
	3200-513		EMP HEALTH INS	2,537.22
	3500-513		EMP HEALTH INS	667.70
	4400-513		EMP HEALTH INS	667.70
20741	6/30/2025		<b>ALLSTAR PARTS LLC</b>	<b>352.42</b>
	2100-532		SUPPLIES	110.97
	2400-532		SUPPLIES	59.64
	4200-532		SUPPLIES	181.81
20742	6/30/2025		<b>BLACK HILLS ENERGY</b>	<b>1,914.42</b>
	1000-526		SVC MAY 2025	69.92
	2100-526		SVC MAY 2025	53.12
	2800-526		SVC MAY 2025	45.37
	4100-526		SVC MAY 2025	1,633.09
	4400-526		SVC MAY 2025	112.92
20743	6/30/2025		<b>24 CITY OF PLAINVIEW</b>	<b>632.65</b>
	1000-529		IRP LOAN INTEREST PMT 3 BROTHERS	284.24
	1000-529		IRP LOAN INTEREST PMT 3 BROTHERS	84.90
	1000-570		IRP LOAN PRINCIPAL PMT 3 BROTHERS	202.90
	1000-570		IRP LOAN PRINCIPAL PMT 3 BROTHERS	60.61
20744	6/30/2025		<b>24 CITY OF PLAINVIEW</b>	<b>8,525.57</b>
	9500-202		POOL SALES TAX APRIL 2025	8,525.57
20745	6/30/2025		<b>24 CITY OF PLAINVIEW</b>	<b>5,683.72</b>
	9500-202		LIBRARY SALES TAX APRIL 2025	5,683.72
20746	6/30/2025		<b>24 CITY OF PLAINVIEW</b>	<b>5,683.72</b>
	9500-202		MANOR SALES TAX APRIL 2025	5,683.72
20747	6/30/2025		<b>24 CITY OF PLAINVIEW</b>	<b>5,683.72</b>
	9500-202		ECO DEV SALES TAX APRIL 2025	5,683.72
20748	6/30/2025		<b>CITY OF PLV HOUSING AUTHORITY</b>	<b>111.00</b>
	1000-531		HOUSING LOAN PRINCIPAL PMT	89.59
	1000-531		HOUSING LOAN INTEREST PMT	21.41
20749	6/30/2025		<b>CMBA ARCHITECTS</b>	<b>2,500.00</b>
	1200-521		INV 65619 - PBCF REIM	2,500.00
20750	6/30/2025		<b>COLONIAL LIFE PROCESSING CENTER</b>	<b>412.58</b>
	2600-513		EMP INS	167.30
	2800-513		EMP INS	110.82
	3200-513		EMP INS	134.46
20751	6/30/2025		<b>CRASHPLAN PRO</b>	<b>9.99</b>
	1000-532		MONTHLY SVC INV 1831-682923	9.99
20752	6/30/2025		<b>137 ELECTRONIC FEDERAL TAX</b>	<b>7,954.97</b>
	1000-511		PAYROLL TAXES	210.38
	1000-514		PAYROLL TAXES	210.38
	2100-511		PAYROLL TAXES	510.38
	2100-514		PAYROLL TAXES	326.10
	2400-511		PAYROLL TAXES	452.08
	2400-514		PAYROLL TAXES	201.40
	2600-511		PAYROLL TAXES	209.69
	2600-514		PAYROLL TAXES	138.17
	2800-511		PAYROLL TAXES	919.62
	2800-514		PAYROLL TAXES	498.40
	3200-511		PAYROLL TAXES	1,044.06



**Check Register - Detail**

City of Plainview

<u>Check #</u>	<u>Date</u>	<u>Acct#</u> <u>Name</u>	<u>Amount</u>
		PAYROLL TAXES	438.88
		PAYROLL TAXES	63.04
		PAYROLL TAXES	63.04
		PAYROLL TAXES	716.88
		PAYROLL TAXES	292.82
		PAYROLL TAXES	185.54
		PAYROLL TAXES	185.54
		PAYROLL TAXES	326.26
		PAYROLL TAXES	222.68
		PAYROLL TAXES	384.85
		PAYROLL TAXES	238.08
		PAYROLL TAXES	58.35
		PAYROLL TAXES	58.35
<b>20753</b>	<b>6/30/2025</b>	<b>137 ELECTRONIC FEDERAL TAX</b>	<b>7,487.51</b>
		PAYROLL TAXES	487.79
		PAYROLL TAXES	321.51
		PAYROLL TAXES	452.08
		PAYROLL TAXES	201.40
		PAYROLL TAXES	209.69
		PAYROLL TAXES	138.17
		PAYROLL TAXES	919.62
		PAYROLL TAXES	498.40
		PAYROLL TAXES	848.13
		PAYROLL TAXES	376.07
		PAYROLL TAXES	81.71
		PAYROLL TAXES	81.71
		PAYROLL TAXES	673.17
		PAYROLL TAXES	298.91
		PAYROLL TAXES	596.07
		PAYROLL TAXES	445.07
		PAYROLL TAXES	198.22
		PAYROLL TAXES	150.16
		PAYROLL TAXES	273.32
		PAYROLL TAXES	126.55
		PAYROLL TAXES	55.03
		PAYROLL TAXES	54.73
<b>20754</b>	<b>6/30/2025</b>	<b>EMPOWER RETIREMENT</b>	<b>2,484.46</b>
		PENSION	203.66
		PENSION	203.66
		PENSION	131.67
		PENSION	131.67
		PENSION	193.68
		PENSION	99.68
		PENSION	478.81
		PENSION	325.81
		PENSION	114.58
		PENSION	114.58
		PENSION	199.25
		PENSION	124.53
		PENSION	81.44
		PENSION	81.44
<b>20755</b>	<b>6/30/2025</b>	<b>EMPOWER RETIREMENT</b>	<b>2,484.46</b>
		PENSION	203.66
		PENSION	203.66
		PENSION	131.67
		PENSION	131.67
		PENSION	193.68
		PENSION	99.68
		PENSION	478.81
		PENSION	325.81
		PENSION	114.58

**Check Register - Detail**

City of Plainview

<u>Check #</u>	<u>Date</u>	<u>Acct#</u> <u>Name</u>		<u>Amount</u>
	3200-515	PENSION	114.58	
	3500-511	PENSION	199.25	
	3500-515	PENSION	124.53	
	4400-511	PENSION	81.44	
	4400-515	PENSION	81.44	
<b>20756</b>	<b>6/30/2025</b>	<b>FIRST DATA MERCHANT SVCS</b>		<b>26.75</b>
	1000-532	CREDIT CARD MACHINE	26.75	
<b>20757</b>	<b>6/30/2025</b>	<b>DEARBORN LIFE INSURANCE CO.</b>		<b>60.00</b>
	2100-513	EMPLOYEE LIFE INSURANCE	6.00	
	2100-513	EMPLOYEE LIFE INSURANCE	6.00	
	2400-513	EMPLOYEE LIFE INSURANCE	6.00	
	2600-513	EMPLOYEE LIFE INSURANCE	6.00	
	2800-513	EMPLOYEE LIFE INSURANCE	6.00	
	2800-513	EMPLOYEE LIFE INSURANCE	6.00	
	3200-513	EMPLOYEE LIFE INSURANCE	6.00	
	3200-513	EMPLOYEE LIFE INSURANCE	6.00	
	3500-513	EMPLOYEE LIFE INSURANCE	6.00	
	4400-513	EMPLOYEE LIFE INSURANCE	6.00	
<b>20758</b>	<b>6/30/2025</b>	<b>FP FINANCE PROGRAM</b>		<b>98.95</b>
	1000-532	INV 39458015 POSTAGE MACHINE	98.95	
<b>20759</b>	<b>6/30/2025</b>	<b>HEALTHPLAN SERVICES, INC</b>		<b>75.90</b>
	2100-513	EMP INS VISION	17.40	
	2600-513	EMP INS VISION	29.40	
	2800-513	EMP INS VISION	11.70	
	3200-513	EMP INS VISION	17.40	
<b>20760</b>	<b>6/30/2025</b>	<b>HOLLMAN MEDIA</b>		<b>75.00</b>
	1000-532	INV 165712 - DOMAIN HOSTING JUNE	75.00	
<b>20761</b>	<b>6/30/2025</b>	<b>HOLLMAN MEDIA</b>		<b>75.00</b>
	1000-532	INV 164836 APRIL DOMAIN HOSTING	75.00	
<b>20762</b>	<b>6/30/2025</b>	<b>MADISON COUNTY BANK</b>		<b>7,426.09</b>
	3500-561	QTRLY LOAN PRINCIPAL PMT	7,016.74	
	3500-562	QTRLY LOAN INTEREST PMT	409.35	
<b>20763</b>	<b>6/30/2025</b>	<b>MASA</b>		<b>140.00</b>
	2100-513	IMV 2126652 EMP INS	14.00	
	2100-513	IMV 2126652 EMP INS	14.00	
	2400-513	IMV 2126652 EMP INS	14.00	
	2600-513	IMV 2126652 EMP INS	14.00	
	2800-513	IMV 2126652 EMP INS	14.00	
	2800-513	IMV 2126652 EMP INS	14.00	
	3200-513	IMV 2126652 EMP INS	14.00	
	3200-513	IMV 2126652 EMP INS	14.00	
	3500-513	IMV 2126652 EMP INS	14.00	
	4400-513	IMV 2126652 EMP INS	14.00	
<b>20764</b>	<b>6/30/2025</b>	<b>15 MIDWEST BANK</b>		<b>4,293.76</b>
	2100-561	QTRLY LOAN PRINCIPAL PMT	4,143.91	
	2100-562	QTRLY LOAN INTEREST PMT	149.85	
<b>20765</b>	<b>6/30/2025</b>	<b>15 MIDWEST BANK</b>		<b>101.24</b>
	1000-538	NSF ACH RETURN	101.24	
<b>20766</b>	<b>6/30/2025</b>	<b>15 MIDWEST BANK</b>		<b>186.78</b>
	1000-538	ACH RETURN- NSF	186.78	
<b>20767</b>	<b>6/30/2025</b>	<b>15 MIDWEST BANK</b>		<b>881.00</b>
	2400-511	HSA EMP CONTRIBUTION JUNE	191.00	
	2600-511	HSA EMP CONTRIBUTION JUNE	50.00	
	2800-511	HSA EMP CONTRIBUTION JUNE	440.00	
	3200-511	HSA EMP CONTRIBUTION JUNE	200.00	
<b>20768</b>	<b>6/30/2025</b>	<b>15 MIDWEST BANK</b>		<b>50.00</b>

## Check Register - Detail

City of Plainview

<u>Check #</u>	<u>Date</u>	<u>Acct#</u> <u>Name</u>		<u>Amount</u>
	1000-532	MERCHANT CAPTURE SVC	50.00	
<b>20769</b>	<b>6/30/2025</b>	<b>MILLER &amp; ASSOCIATES CONSULTING ENGINEERS</b>		<b>12,062.50</b>
	2100-521	REPLACE CK#26106-	12,062.50	
<b>20770</b>	<b>6/30/2025</b>	<b>69 NEBRASKA DEPARTMENT OF REVENUE</b>		<b>1,908.26</b>
	2100-511	STATE W/H MAY 2025	236.96	
	2400-511	STATE W/H MAY 2025	252.69	
	2600-511	STATE W/H MAY 2025	79.14	
	2800-511	STATE W/H MAY 2025	489.76	
	3200-511	STATE W/H MAY 2025	384.61	
	3400-511	STATE W/H MAY 2025	34.69	
	3500-511	STATE W/H MAY 2025	274.84	
	4400-511	STATE W/H MAY 2025	143.24	
	3900-511	STATE W/H MAY 2025	12.33	
<b>20771</b>	<b>6/30/2025</b>	<b>69 NEBRASKA DEPARTMENT OF REVENUE</b>		<b>1,603.05</b>
	9500-202	SALES & USE TAX MAY 2025	1,603.05	
<b>20772</b>	<b>6/30/2025</b>	<b>NEBRASKA PUBLIC AGENCY INVESTMENT TRUST</b>		<b>2,581.48</b>
	1000-121	GENERAL FUND INT MAY 2025	2,581.48	
<b>20773</b>	<b>6/30/2025</b>	<b>NEW YORK LIFE</b>		<b>92.20</b>
	2600-513	INV 022097704 EMP INS	92.20	
<b>20774</b>	<b>6/30/2025</b>	<b>NEW YORK LIFE</b>		<b>92.20</b>
	2600-513	022097704 EMP INS	92.20	
<b>20775</b>	<b>6/30/2025</b>	<b>OSMOND MINI MART</b>		<b>172.00</b>
	3500-532	FUEL	172.00	
<b>20776</b>	<b>6/30/2025</b>	<b>PIERCE COUNTY TREASURER</b>		<b>10.00</b>
	4200-521	VEHICLE REGISTRATION- PARK PICKUP	10.00	
<b>20777</b>	<b>6/30/2025</b>	<b>70 POSTMASTER</b>		<b>32.70</b>
	2400-532	POSTAGE	32.70	
<b>20778</b>	<b>6/30/2025</b>	<b>70 POSTMASTER</b>		<b>42.30</b>
	2400-532	POSTAGE	42.30	
<b>20779</b>	<b>6/30/2025</b>	<b>SWIMOUTLET.COM</b>		<b>1,571.60</b>
	4100-553	EQUIPMENT- CHAIR	1,571.60	
<b>20780</b>	<b>6/30/2025</b>	<b>SYNCHRONY BANK/AMAZON</b>		<b>225.17</b>
	4100-532	SUPPLIES	180.46	
	4200-532	SUPPLIES	44.71	
<b>20781</b>	<b>6/30/2025</b>	<b>SYNCHRONY BANK/AMAZON</b>		<b>26.98</b>
	4100-532	SUPPLIES POOL NET	26.98	
<b>20782</b>	<b>6/30/2025</b>	<b>139 UNITED STATES POSTAL SERVICE</b>		<b>326.48</b>
	2400-532	POSTAGE JULY UTILITY BILLS	108.82	
	2600-532	POSTAGE JULY UTILITY BILLS	108.82	
	3500-532	POSTAGE JULY UTILITY BILLS	108.84	
<b>20783</b>	<b>6/30/2025</b>	<b>VERIZON WIRELESS</b>		<b>468.55</b>
	2100-522	CELLPHONES	42.94	
	2100-522	CELLPHONES	42.94	
	2400-522	CELLPHONES	42.94	
	2800-522	CELLPHONES	47.94	
	3200-522	CELLPHONES	42.94	
	3200-522	CELLPHONES	120.03	
	3200-522	CELLPHONES	42.94	
	3500-522	CELLPHONES	42.94	
	3900-522	CELLPHONES	42.94	
<b>20784</b>	<b>6/30/2025</b>	<b>VISA</b>		<b>43.00</b>
	2800-532	FUEL	43.00	
<b>20785</b>	<b>6/30/2025</b>	<b>ZOOM VIDEO COMM INC</b>		<b>16.99</b>
	1000-532	MONTHLY SVC INV310929468	16.99	



**Check Register - Detail**

City of Plainview

<u>Check #</u>	<u>Date</u>	<u>Acct#</u>	<u>Name</u>	<u>Amount</u>
Total Non-Void Checks				101,309.57

## Report Setup

Report selection: Check Register - Detail

Banks: Single

Bank Acct#: 150541 - Midwest Bank (City Acct.)

Starting Check Number: 20740

Ending Check Number: 20785

Starting Date: 6/30/2025

payroll 6-13-2025 28,800.64  
payroll 6-30-2025 26,701.87

Claims other than General Account

Acct

Check #

Vendor

Description

Amount

NO OUTSIDE ACCOUNT CLAIMS FOR JUNE 2025

3

7/2/2025 3:51:13 PM

# Check Register - Detail

City of Plainview

Page 1 of 3

<u>Check #</u>	<u>Date</u>	<u>Acct#</u>	<u>Name</u>		<u>Amount</u>
26166	7/8/2025		AFLAC INC		243.32
	2600-513		INV 20250616006023 DENTAL INS	82.28	
	2800-513		INV 20250616006023 DENTAL INS	37.01	
	3200-513		INV 20250616006023 DENTAL INS	124.03	
26167	7/8/2025		AGLAND ELECTRIC MOTOR SERVICE		1,111.25
	2600-532		INV 65476 SVC LIFTSTATION	1,111.25	
26168	7/8/2025		AKRS EQUIPMENT SOLUTIONS, INC		43.83
	2100-532		INV 4204866 SUPPLIES	43.83	
26169	7/8/2025		ALLO BUSINESS		79.20
	1000-532		INV 6105 MICROSOFT 365	79.20	
26170	7/8/2025		ALTWINE HARDWARE & HOME LLC		629.55
	2400-532		SUPPLIES	31.79	
	2600-532		SUPPLIES	15.98	
	4100-532		SUPPLIES	107.07	
	4200-532		SUPPLIES	226.86	
	4400-532		SUPPLIES	63.96	
	4600-532		SUPPLIES	183.89	
26171	7/8/2025		BOMGAARS		49.99
	4200-532		SUPPLIES	49.99	
26172	7/8/2025		BOOK SYSTEMS, INC		895.00
	4400-532		INV 143977 ATRIUM EXPRESS RENEWAL	895.00	
26173	7/8/2025		BUD'S SANITARY SERVICE, LLC		5,517.00
	3500-532		SVC JUNE 2025	5,517.00	
26174	7/8/2025		CASEY'S BUSINESS MASTERCARD		181.36
	3200-532		ACCT BV956 FUEL	181.36	
26175	7/8/2025		328 CLASSIC RENTALS		133.46
	1000-532		SUPPLIES	59.00	
	2400-532		SUPPLIES	74.46	
26176	7/8/2025		ELI QUELETTE		500.00
	4400-532		SUMMER INTERN- LIBRARY	500.00	
26177	7/8/2025		GAYLE SELLIN		400.00
	4200-532		SVC- JUNE- PARK BATHROOM CLEANING	400.00	
26178	7/8/2025		HAWKINS, INC.		1,662.55
	4100-532		INV 7101901 SUPPLIES	1,662.55	
26179	7/8/2025		HOFFART MACHINE REPAIR		437.15
	4200-532		REPAIRS/SUPPLIES	437.15	
26180	7/8/2025		HOMETOWN LEASING		343.52
	1000-532		COPIER LEASE OFFICE	142.07	
	3200-532		COPIER LEASE POLICE	91.57	
	4400-532		COPIER LEASE LIBRARY	109.88	
26181	7/8/2025		65 INGRAM LIBRARY SERVICES		491.30
	4400-535		BOOKS & AUDIOBOOKS (39)	491.30	
26182	7/8/2025		JARECKI SHARP & PETERSEN P.C. L.L.O.		820.69
	1000-521		FILING FEES INV 18427	20.00	
	1000-532		POSTAGE INV 18427	0.69	
	1000-564		LEGAL RETAINER	800.00	
26183	7/8/2025		JOHNSON REPAIR		118.38
	3900-532		SVC- OIL CHANGE HANDIVAN	118.38	
26184	7/8/2025		187 L.P. GILL, INC.		9,691.64
	3500-530		INV 5379C133 JUNE 2025 SVC	9,691.64	
26185	7/8/2025		MATHESON TRI-GAS, INC.		109.20
	2100-532		INV 0052526479 SUPPLIES	109.20	
26186	7/8/2025		MELISSA FORBES		24.24



**Check Register - Detail**

City of Plainview

<u>Check #</u>	<u>Date</u>	<u>Acct#</u> <u>Name</u>		<u>Amount</u>
	4600-532	REIM- SUPPLIES BALLFIELDS	24.24	
<b>26187</b>	<b>7/8/2025</b>	<b>MENARDS</b>		<b>914.07</b>
	2600-532	SUPPLIES	772.55	
	4100-532	SUPPLIES	30.70	
	4200-532	SUPPLIES	110.82	
<b>26188</b>	<b>7/8/2025</b>	<b>MILLER &amp; ASSOCIATES CONSULTING ENGINEERS</b>		<b>9,380.00</b>
	2400-521	INV 25-0654 WELL FIELD/TRANMISSION	9,380.00	
<b>26189</b>	<b>7/8/2025</b>	<b>408 NE. PUBLIC HEALTH ENVIRONMENTAL LAB.</b>		<b>30.00</b>
	2400-532	INV 591823 WATER SAMPLES	30.00	
<b>26190</b>	<b>7/8/2025</b>	<b>NEBRASKA HARVESTORE SYSTEMS, INC.</b>		<b>405.31</b>
	2100-532	INV 25535 SUPPLIES	405.31	
<b>26191</b>	<b>7/8/2025</b>	<b>209 NORTHEAST COMMUNITY COLLEGE</b>		<b>200.00</b>
	4100-521	ID 102027250 - CPR LIFEGUARDS	200.00	
<b>26192</b>	<b>7/8/2025</b>	<b>NORTHEAST NEBRASKA NEWS CO.</b>		<b>27.52</b>
	1000-524	INV CPA9005 PIERCE CO FAIR AD	27.52	
<b>26193</b>	<b>7/8/2025</b>	<b>ONE CALL CONCEPTS, INC</b>		<b>65.79</b>
	2400-532	INV 5061032 QTRLY LOCATE FEES	32.89	
	2600-532	INV 5061032 QTRLY LOCATE FEES	32.90	
<b>26194</b>	<b>7/8/2025</b>	<b>PIERCE BROADBAND NETWORKS</b>		<b>56.59</b>
	2400-522	INV 10172304 PHONE SVC 329-6000	18.86	
	2600-522	INV 10172304 PHONE SVC 329-6000	18.86	
	3200-522	INV 10172304 PHONE SVC 329-6000	18.87	
<b>26195</b>	<b>7/8/2025</b>	<b>PLAINVIEW RURAL FIRE PROTECTION DIST.</b>		<b>5,500.00</b>
	3100-532	QTRLY INTERLOCAL JULY 2025	5,500.00	
<b>26196</b>	<b>7/8/2025</b>	<b>53 PLAINVIEW TELEPHONE CO., INC.</b>		<b>1,258.37</b>
	1000-522	PHONE SVC JUNE 2025	179.99	
	1000-554	PHONE/CAMERA LEASE JUNE 2025	262.91	
	2100-522	PHONE SVC JUNE 2025	79.51	
	2400-522	PHONE SVC JUNE 2025	62.93	
	2400-522	PHONE SVC JUNE 2025	54.88	
	2400-522	PHONE SVC JUNE 2025	53.62	
	2400-522	PHONE SVC JUNE 2025	61.33	
	2600-522	PHONE SVC JUNE 2025	50.44	
	3200-522	PHONE SVC JUNE 2025	220.71	
	4100-522	PHONE SVC JUNE 2025	104.57	
	4400-522	PHONE SVC JUNE 2025	67.43	
	3900-522	PHONE SVC JUNE 2025	60.05	
<b>26197</b>	<b>7/8/2025</b>	<b>REARDON LAWN &amp; GARDEN</b>		<b>875.59</b>
	4200-532	INV 16126 SUPPLIES	24.99	
	4200-532	INV 16200 SUPPLIES	230.36	
	4200-532	INV 16309 SUPPLIES	52.99	
	4200-532	INV 16357 SUPPLIES	409.46	
	4200-532	INV 16685 SUPPLIES	157.79	
<b>26198</b>	<b>7/8/2025</b>	<b>590 SARGENT DRILLING</b>		<b>900.00</b>
	2400-521	INV 42219 WELL PUMP TESTS	900.00	
<b>26199</b>	<b>7/8/2025</b>	<b>401 SCHAEFER GRAIN CO.</b>		<b>342.00</b>
	3500-532	SCALE TICKETS	342.00	
<b>26200</b>	<b>7/8/2025</b>	<b>STAN HOUSTON EQUIPMENT CO. INC.</b>		<b>795.00</b>
	2400-554	INV 2656071 RENTAL	795.00	
<b>26201</b>	<b>7/8/2025</b>	<b>STEVE RASMUSSEN</b>		<b>164.00</b>
	4200-532	PARK BENCH- CHILVERS	164.00	
<b>26202</b>	<b>7/8/2025</b>	<b>TRENT SIMPSON</b>		<b>56.36</b>
	2400-520	METER DEPOSIT REFUND	56.36	
<b>26203</b>	<b>7/8/2025</b>	<b>TRUCK CENTER COMPANIES</b>		<b>890.70</b>

**Check Register - Detail**

City of Plainview

<u>Check #</u>	<u>Date</u>	<u>Acct#</u> <u>Name</u>	<u>Amount</u>
	3500-532	XA101150356:01 SUPPLIES	70.89
	3500-532	XA101150496:01 SUPPLIES	53.55
	3500-532	XA101752030:01 SUPPLIES	953.76
	3500-532	XA101152168:01 CREDIT	(187.50)
<b>26204</b>	<b>7/8/2025</b>	<b>WINSUPPLY NORFOLK NE CO</b>	
	2400-532	INV 631533-04 SUPPLIES	241.77

## Report Setup

Report selection: Check Register - Detail

Banks: Single

Bank Acct#: 150541 - Midwest Bank (City Acct.)

Starting Check Number: 26166

Ending Check Number: 26204

Starting Date: 7/8/2025

Total Non-Void Checks

45,585.70

# JUNE ACCOUNT BALANCES

## Accounts

<u>HOUSING AUTHORITY</u> XX0509	Available balance <b>\$118,399.17</b>	RECENT ▼
<u>GENERAL CHECKING</u> XX0541	Available balance <b>\$1,273,369.89</b>	RECENT ▼
<u>WATER TOWER</u> XX1009	Available balance <b>\$41,910.47</b>	RECENT ▼
<u>ELECTRICAL SINKING FUND</u> XX0321	Available balance <b>\$140,901.99</b>	RECENT ▼
<u>C&amp;D CLOSURE/POST</u> XXXX3357	Available balance <b>\$80,793.26</b>	RECENT ▼
<u>PLV/OSMOND HOUSING</u> XXXX5161	Available balance <b>\$29,464.44</b>	RECENT ▼
<u>POOL SALES TAX</u> XXXX8263	Available balance <b>\$288,039.92</b>	RECENT ▼
<u>KENO ACCOUNT</u> XXXX9616	Available balance <b>\$42,815.18</b>	RECENT ▼
<u>MANOR SALES TAX</u> XXXX7492	Available balance <b>\$145,937.66</b>	RECENT ▼
<u>BOND RESERVE FUND</u> XX8633	Current balance <b>\$85,186.90</b>	RECENT ▼
<u>C&amp;D SITE SINKING FUND</u> XXXX1067	Available balance <b>\$161,377.91</b>	RECENT ▼
<u>COMMERCIAL/C&amp;D</u> XXX2509		RECENT ▼
<u>ECONOMIC DEVELOPMENT SALES TAX</u> XXXX7514	Available balance <b>\$77,218.77</b>	RECENT ▼
<u>LIBRARY GRANT FUND</u> XXXX0099	Available balance <b>\$39,747.84</b>	RECENT ▼
<u>LIBRARY IMPROVEMENTS</u> XX8630	Current balance <b>\$13,387.62</b>	RECENT ▼
<u>LIBRARY SALES TAX</u> XXXX7503	Available balance <b>\$261,763.71</b>	RECENT ▼



PLANT IMPROVEMENT COD  
XX8621

Current balance  
**\$44,335.02**

RECENT ▼

STREET IMPROVEMENT FUND  
XXXX0286

Available balance  
**\$32,509.77**

RECENT ▼

WATER TOWER COD  
XX8620

RECENT ▼

2018 FORD POLICE INTERCEPTOR  
XXX2927

RECENT ▼

WILKENS INDUSTRIES TRAILER  
XXX2984

RECENT ▼

DTR GRANT FUNDS  
XXXX7590

Available balance  
**\$0.00**

RECENT ▼

IRP FUNDS  
XXXX3773

Available balance  
**\$29,125.96**

RECENT ▼

IRP LOAN RESERVE LOSS FUND  
XXXX5379

Available balance  
**\$30,097.59**

RECENT ▼

NAHTF GRANT FUNDS  
XXXX8448

Available balance  
**\$0.00**

RECENT ▼

RBDG FUNDS  
XXXX3784

Available balance  
**\$62,546.90**

RECENT ▼

# CLERK/TREASURER'S REPORT FOR JUNE 2025

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LIGHTS	-
SEWER	20,579.06
WATER	37,403.43
SALES TAX	1,616.02

<b>GENERAL:</b>	
*Midwest Bank- Interest on Account	2,579.42
*Housing Loan Payments	161.60
*General Bond	30,314.14
*Copies	
*IRP Loan Pmt	1,027.63
*NSF	296.02
*Building Permit	50.00
*Municipal Equalization	88,825.09
<b>SALES TAX TOTAL:</b>	
*Library	5,683.72
*Manor	5,683.72
*Economic Development	5,683.72
*Pool	8,525.57
*Street	4,308.37
<b>STREET:</b>	
*Highway Allocation	18,372.56
*Void Check #26106	12,602.50
<b>WATER:</b>	
*Meter Deposits	750.00
*Water Meter Payment	250.00
*Reconnect Fee	50.00
<b>SEWER:</b>	
*Repairs- Plainview Telephone	2,387.64
<b>PARK:</b>	
<b>POOL:</b>	
*Pool Pass/Entries	7,841.00
*Swimsuit Payment	8.98
*Swimming Lessons	610.00
*5K Proceeds	152.70
<b>PLANT:</b>	
*NCPD Lease Payment	14,867.27

## CLERK/TREASURER'S REPORT FOR JUNE 2025

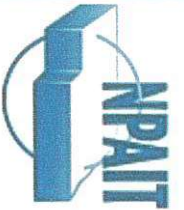
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<b>POLICE:</b>	
*Dog Tags	125.00
*Dog At Large	25.00
*Peddler License	10.00
<b>ECONOMIC DEVELOPMENT:</b>	
*NCF Payment	2,500.00
<b>SOLID WASTE: Billings &amp; Fees:</b>	38,994.26
*C&D Site	5,315.40
<b>HANDIVAN:</b>	
*Fees	601.00
<b>LIBRARY:</b>	
*Fines/Fees	78.42
*Copies	13.90
*Donations- Summer Reading	275.00
*Room Rental	125.00
<b>FIRE:</b>	
<b>SUMMER REC:</b>	
<b>DEBT SERVICE:</b>	
*Bond Payment County Treasurer	6,663.74

**TOTAL REVENUE JUNE 2025**

**\$ 325,356.88**





**NPAIT Monthly Statement**  
City of Plainview

**Please Note:**  
THE FUND WILL BE CLOSED JULY 4TH IN OBSERVANCE OF THE  
INDEPENDENCE DAY HOLIDAY  
Your account number has changed.  
This statement is for legacy account number NE-01-0034-0001.

**Activity Summary (NE01-00034-0001) General Fund**

6/1/2025 - 6/30/2025

Investment Pool Summary		Trust
Beginning Market Balance		\$63,204.59
Dividends		\$227.99
Purchases		\$2,581.48
Redemptions		\$0.00
Ending Market Balance		\$66,014.06
Average Monthly Rate		4.233%
Share Price		\$1.000
Total		\$66,014.06
Total Fixed Income		\$0.00
Account Total		\$66,014.06

**City of Plainview**  
PO Box 757  
Plainview, NE 68769



**PMA**<sup>™</sup>

**PMA Financial Network**  
2135 CityGate Lane, 7th Floor  
Naperville, IL 60563

**Your Representative(s)**  
**Adam McCauley**  
(855) 395-3954  
Adam.McCauley@publictrustadvisors.com  
*Representatives are associated with PMA Securities, LLC*



NPAIT Monthly Statement  
City of Plainview

Transaction Activity (NE01-00034-0001) General Fund

Trust 6/1/2025 - 6/30/2025

Transaction	Trade Date	Settle Date	Description	Redemption	Purchase	NAV	Shares this Transaction
11380937	06/04/2025	06/04/2025	Online ACH Purchase, General Account Interest May 2025	\$0.00	\$2,581.48	\$1.000	2,581.480
11408149	06/30/2025	06/30/2025	Dividend Reinvest	\$0.00	\$227.99	\$1.000	227.990
				\$0.00	\$2,809.47		2,809.470

Beginning Market Value: \$63,204.59 | Ending Market Value: \$66,014.06



NPAIT Monthly Statement

City of Plainview

Current Portfolio

6/30/2025

Type	Code	Holding Id	Trade Date	Settle Date	Maturity Date	Description	Cost	Rate	NAV	Face/Par	Market Value
Trust				06/30/2025		Trust Account Balance	\$66,014.06	4.233%	\$1.000	\$66,014.06	\$66,014.06
							\$66,014.06			\$66,014.06	\$66,014.06

Time and Dollar Weighted Average Portfolio Yield: n/a

Weighted Average Portfolio Maturity: n/a

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using "Market Value" and are only based on the fixed rate investments.

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
Trust	100.000%	\$66,014.06	Trust Account

Index

Cost is comprised of the total amount you paid for the investment including any fees and commissions.

Rate is the average monthly rate for liquid investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed term investments.

Face/Par is the amount received at maturity for fixed rate investments.

Market Value reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at "Cost".



## NPAT MONTHLY STATEMENT DISCLAIMER

Securities and municipal advisory brokerage services (investments purchased with proceeds from a municipal securities issuance), and investments cleared through our clearing firm, Pershing LLC, are offered through PMA Securities, LLC, a broker-dealer and municipal advisor registered with the SEC and MSRB, and a member of FINRA and SIPC. All other products and brokerage services are generally provided by PMA Financial Network, LLC. Thus, certificates of deposit ("CD") and savings deposit accounts ("SDA") may be executed through either PMA entity, as applicable, depending on whether the investment was purchased with proceeds derived from municipal securities. PMA Securities, LLC and PMA Financial Network, LLC are operated under common ownership and are affiliated with PMA Asset Management, LLC.

### NPAT Activity Summary

This section shows all of the activity in the NPAT Trust. The Average Monthly Rate represents the average net interest rate over the previous month which is then annualized.

Information regarding the NPAT investment objectives, risks, charges and expenses can be found in the NPAT information statement, which can be obtained at [www.npat.com](http://www.npat.com) or by calling PMA at the phone number listed below. An investment in the Trust is not a bank deposit and it is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental or private agency. Although the Trust seeks to maintain a stable value of \$1.00 per share, it is possible to lose money by investing in the Trust Series.

### Fixed Income Investment Program Activity

This section shows all of the fixed term investments purchased and sold, maturities, interest received, and activity. This will include all CD, SDA, and government securities purchased through PMA Financial Network, LLC or PMA Securities, LLC as applicable. It also shows the approximate market value of each security whose price is obtained from an independent source believed to be reliable. However, PMA cannot guarantee their accuracy. This data is provided for informational purposes only. Listed values should not be interpreted as an offer to buy or sell at a specific price. CDs are listed at their original cost. Redemption of a CD prior to maturity will likely result in early withdrawal penalties. Market values are based on the last day of the month for which this report date range is ending. If the run date of this report is prior to the end of the current month, the market values are listed as equivalent to the cost values.

All funds, and/or securities are located and safe kept in an account under the client's name at their custodial bank. Any CDs listed are located in the client's name at the respective bank. It is recommended that any oral communications be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act.

### Additional Disclosures

The performance data featured represents past performance, which is no guarantee of future results. Investment returns will fluctuate. Current performance may be higher or lower than the performance data quoted. Please call PMA for the most recent performance figures.

PO Box 367  
846 S 13<sup>th</sup> St.  
Geneva, NE 68361



Toll Free: 888-496-3902  
Phone: 402-759-3902  
Fax: 402-759-4960

*Providing Complete Municipal, Industrial and Agricultural  
Pump and Well Service*

June 9, 2025

City of Plainview  
PO Box 757  
Plainview, NE 68769-0757

RE: 2025 Well and pump results

Attention: Honorable Board Members

On June 4, 2025 Sargent Drilling performed well and pump tests in your community and this letter is a summary of the results:

New Well: The average pump efficiency is 75%, this is excellent. The well is producing 88 gallons of water per foot of drawdown. This is down from the last test. The flow meter registers 2% high. The electric motor was serviced and the packing was greased.

School Well: The average pump efficiency is 69%, this is good. The well is producing 18 gallons of water per foot of drawdown. This is up from the last test. The flow meter registers 9% high. The electric motor was serviced and the packing was greased.

Sargent Drilling appreciates the opportunity to be of service to the City of Plainview.

If you have any questions feel free to contact the office at (402) 759-3902.

Thank You,

A handwritten signature in black ink, appearing to read "Ivan Mumm".

Ivan Mumm,  
Technician

IM/jk  
Enclosures

TO: Plainview Manor Board of Directors  
FROM: Juleen Johnson, Administrators

SUBJECT: Board of Director's Meeting

The regularly scheduled meeting of the Plainview Manor Board of Director's will be held on June 24, 2025 at the **Plainview MANOR** convening at 11:30 a.m. Minutes due by: 7-4-25

Notion: Next meeting to be held on July 29, 2025 at 11:30 a.m.

Open meeting law: Posted in the multipurpose meeting room on the back side of door.

- I. Call to Order and Roll Call
- II. Approval of the agenda: financials, payable and statistics
- III. Approval of Minutes from the last Board meeting held 5-20-25
- IV. Department Heads Quarterly Update:
  - Tom-Maintenance, Misty-Activities- for June

V. MANOR UNFIINSHED BUSINESS

1. Staffing Needs: LPN/RN Nights- FT-, CNA- Days and Evening- FT, Housekeeping/Laundry Supervisor-FT, Social Services-FT, DON-FT
2. By-Laws & Board Training Update/Changes Discussion- Tabled last meeting
3. Clark & Enersen Update
4. Expansion Committee Members- Barbie- AL Staff, Tom- Maintenance, Rose- AL Resident, Tyler- City Council, Sara- City Council, Bob- Mayor, Jeremy-City, Kristi- City
5. Drug Policy- Tabled last meeting
6. Thank you to Traci Gaylor

VI. MANOR NEW BUSINESS

1. Welcome New Board Member
2. Election of Officers

VII. CITY MAYOR COMMENTS- Regarding Manor Business

VIII. Public Comments: You must state your name in full and limited to 5 minutes

IX. EXECUTIVE SESSION: Must State reason why and motion made to go into closed session, motion back to open session, motion if any items were voted on for approval or direction

X. ADJOURNMENT TIME

*Meeting Dates: 2025- July 29, Aug 26, Sept 24, Oct 29, Nov 26, Dec 30*



## **Plainview Manor Board of Directors Meeting**

May 20<sup>th</sup>, 2025

The Plainview Manor Board of Directors met Tuesday, May 20<sup>th</sup>, 2025, at 11:30 a.m. in the gathering room pursuant to the public notice. Vice President Hoffart called the meeting to order at 11:32 a.m. with the following board members present: Melissa Hoffart, Melissa Tarr and Joan Alexander. Also present were Mayor Smith, Kristi Hollack, Cheryl McCabe- HR, Pam Albin- DON, Melodie- ADON, Melanie- AL Coordinator and Juleen Johnson- Administrator. Absent board members were Kim Wolken and Traci Gaylor.

Motion made by Tarr to approve the agenda, second by Alexander. Roll call vote: Aye Tarr, Alexander and Hoffart; Nay, none; Absent, Wolken and Gaylor.

Motion made by Tarr to approve the minutes from the last board meeting, second Alexander. Roll call vote: Aye Tarr, Alexander and Hoffart; Nay, none; Absent, Wolken and Gaylor.

Department heads gave their quarterly updates and explained to the board members what their job entails.

Discussion was held on staffing needs. Right now, we need fulltime LPN/RN night coverage and fulltime CNA coverage for days and evenings. Administrator Johnson let the board know that Janet with the laundry department will be retiring soon and that we would have to start advertising for that position as well.

Guest- speaker was tabled from the last board meeting held on April 30, 2025. Discussion was held on how Mr. Torrey did a great job presenting to the board but feel at this time we are going to wait on doing leadership training and thank him for taking the time to come a present.

By-Laws and board training updates were tabled until the next board meeting, when all board members are present.

Motion made by Alexander to approve the nepotism policy, second Tarr. Roll call vote: Aye Tarr, Alexander and Hoffart; Nay, none; Absent, Wolken and Gaylor.

Administrator Johnson gave an update about Clark & Enersen and how the plans and dirt work were coming along for the facility remodel. Administrator Johnson and the present board members brought up the idea of having an expansion committee. Johnson stated that a staff member that currently works in the assisted living and a couple residents would be interested in being on the committee. The agenda item will be put on the next agenda for further discussion.

Johnson stated that the facility wanderguard upgrade was approved by the Plainview City Council.

The board is wanting to make some changes to the facilities drug policy. Making it clear, comprehensive, and easy to understand. Doing this they are hoping to continue maintaining a safe, productive and healthy environment for all Plainview Manor and Whispering Pines residents and staff members. Further discussion will be held at the next board meeting.



It has been brought to the board's attention that the facility is having issues with staff and cellphone usage. Staff need to be reminded that their number one priority is the well-being of all residents and cellphone usage is only allowed during break time.

In new business, board members Traci Gaylor and Joan Alexanders board terms will be up in June.

With no further business, Vice President Hoffart adjourned the meeting at 12:49 p.m.

Attest: \_\_\_\_\_

Melissa Tarr

Secretary of Manor Board

Attest: \_\_\_\_\_

Kim Wolken

President of Manor Board

Plainview Manor  
Balance Sheet  
May 31, 2025

ASSETS

Current Assets		
Cash	\$	436,871.53
Cash - Tax Transfer		439.34
Cash - Petty Cash		200.00
Cash - Savings		2,210,048.30
Resident Petty Cash		1,786.94
Cash - Foundation		16,594.96
Cash - CD		1,340,380.04
Account Receivable/Med		109,138.89
Account Receivable/Pri		(1,320.00)
Accounts Rec. - Hospice		31,108.14
Accounts Rec. - A/L Private		12.00
Account Rec - A/L Medicaid		9,198.92
Acct. Rec. - Medicare B		67.08
Allowance for Doubtful Accts		(2,700.00)
Prepaid Insurance		26,812.41
Accrued Interest Receivable		3,247.68
Total Current Assets		4,181,886.23
Property and Equipment		
Land		25,000.00
Building		1,799,908.74
Accu. Depr. Building		(1,263,354.97)
Assisted Living Addition		881,307.18
Accum Depr. - A/L		(575,740.32)
Equipment		830,033.33
Accum Depr. Equipment		(649,102.54)
Vehicles		57,350.53
Accum Depr. Vehicles		(42,650.33)
Construction in Progress		6,572.45
Total Property and Equipment		1,069,324.07
Total Assets	\$	5,251,210.30

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	53,021.72
Federal & FICA Taxes Payable		3,328.64
State Taxes Payable		9,122.59
Unemployment Taxes Payable		177.53
Accrued Wages		44,343.85
Accrued Provider Tax		18,432.00
Accrued Vacation		89,224.54
Resident Petty Cash		1,786.94
Employee's Deductions		1,177.92
Room Deposits A/L		2,500.00
Total Current Liabilities		223,115.73
Total Liabilities		223,115.73

Plainview Manor  
Balance Sheet  
May 31, 2025

Capital		
Retained Earnings	4,702,384.09	
Net Income	<u>325,710.48</u>	
Total Capital		<u>5,028,094.57</u>
Total Liabilities & Capital	\$	<u><u>5,251,210.30</u></u>

Income Statement  
For the Eight Months Ending May 31, 2025  
Plainview Manor

	Current Month		Year to Date	
Revenues				
Routine Care - Pri	\$ 144,212.00	43.86	\$ 1,016,281.00	39.64
Other - Private	105.00	0.03	795.00	0.03
Routine Care - Medicaid	98,832.59	30.06	957,267.40	37.33
Other - Medicaid	0.00	0.00	10.00	0.00
Medicaid-Pri Room	465.00	0.14	3,645.00	0.14
Hospice Care	36,017.04	10.95	142,604.23	5.56
Assisted Living - Private	24,490.00	7.45	243,368.00	9.49
Other - A/L Private	24.00	0.01	604.81	0.02
Assisted Living - Med	14,000.00	4.26	53,056.00	2.07
Medicare A	0.00	0.00	25,711.34	1.00
Medicare B	431.03	0.13	5,074.97	0.20
Total Revenues	318,576.66	96.89	2,448,417.75	95.49
Gross Profit	318,576.66	96.89	2,448,417.75	95.49
Expenses				
Administrator Labor	14,175.20	4.31	88,375.20	3.45
Office Labor	5,358.72	1.63	41,420.96	1.62
Office Supplies	1,009.97	0.31	2,250.88	0.09
Advertising & Promotion	1,322.74	0.40	4,096.50	0.16
Seminars & Education	40.00	0.01	440.00	0.02
Printing & Postage	0.00	0.00	280.37	0.01
Telephone	514.71	0.16	4,132.82	0.16
Licenses & Dues	0.00	0.00	6,392.32	0.25
Legal & Accounting	0.00	0.00	18,333.25	0.72
General Liability Insurance	1,900.00	0.58	15,200.00	0.59
Payroll Taxes - Unemployment	76.23	0.02	950.22	0.04
Payroll Taxes - FICA	14,504.96	4.41	108,468.65	4.23
Employee Benefits	20,810.89	6.33	168,030.36	6.55
NE Sales Tax	0.00	0.00	701.81	0.03
Workman's Comp Insurance	1,600.00	0.49	13,962.00	0.54
Dietary Labor	20,489.23	6.23	156,009.03	6.08
Food	12,774.52	3.89	83,991.62	3.28
Dietary Supplies	2,519.05	0.77	9,361.51	0.37
Dietary Equipment	0.00	0.00	1,472.00	0.06
Seminars, Educ., Staffing	0.00	0.00	20.50	0.00
Dietary Consultant	162.75	0.05	1,212.75	0.05
Dietary Leased Equipment	90.00	0.03	720.00	0.03
Housekeeping Labor	3,871.54	1.18	21,708.34	0.85
Housekeeping Supplies	2,500.37	0.76	9,709.62	0.38
Seminars, Educ, Staffing	0.00	0.00	61.50	0.00
Laundry labor	2,565.78	0.78	20,016.90	0.78
Linens	770.16	0.23	936.48	0.04
Laundry Supplies	2,984.12	0.91	4,475.93	0.17
Laundry Equipment	0.00	0.00	962.99	0.04
Seminars, Educ, Staffing	0.00	0.00	20.50	0.00
Director of Nursing - Wages	8,520.87	2.59	67,083.29	2.62
Asst. Director of Nursing-Wage	6,736.98	2.05	14,895.08	0.58
Prof. Nursing Labor	44,111.01	13.42	348,810.68	13.60
Nursing Assistant wages	51,966.55	15.80	409,152.97	15.96
Medical Records Labor	4,876.08	1.48	39,046.27	1.52
Nursing Supplies	8,304.48	2.53	49,026.67	1.91
Seminars, Educ, Staffing	20.50	0.01	681.00	0.03
Temporary Staffing	15,628.16	4.75	86,090.65	3.36
Pharmacist Consultant	1,000.00	0.30	4,000.00	0.16



Income Statement  
For the Eight Months Ending May 31, 2025  
Plainview Manor

	Current Month		Year to Date	
Restorative Therapy	500.00	0.15	4,000.00	0.16
Physical Therapy	95.95	0.03	5,167.79	0.20
OT Consultant	76.05	0.02	3,730.23	0.15
Computer Expenses	1,934.92	0.59	11,679.16	0.46
Medicare - Pharmacy	0.00	0.00	1,772.70	0.07
Medicare - Ancillary	0.00	0.00	1,006.19	0.04
Maintenance Labor	3,369.68	1.02	23,959.87	0.93
Maintenance Supplies	762.96	0.23	4,652.64	0.18
Utilities	2,796.08	0.85	28,244.56	1.10
Routine Repairs Exp	512.00	0.16	7,956.75	0.31
Equipment Repairs	0.00	0.00	3,609.76	0.14
Leased Equipment	0.00	0.00	1,198.31	0.05
Service Contracts	75.00	0.02	2,086.00	0.08
Auto Expense	93.00	0.03	1,254.40	0.05
Property/Auto Insurance	3,400.00	1.03	27,200.00	1.06
Activities labor	3,733.67	1.14	29,330.69	1.14
Social Services Labor	3,041.66	0.93	22,569.06	0.88
Recreational & Craft Sup.	344.53	0.10	1,228.88	0.05
Act/S.S. Expense	0.00	0.00	117.97	0.00
Resident Benefits	0.00	0.00	723.71	0.03
Depreciation Expense	7,298.00	2.22	58,384.00	2.28
Cable TV	903.39	0.27	6,442.99	0.25
A/L Office Labor	1,606.85	0.49	12,773.48	0.50
A/L Office Supplies	0.00	0.00	398.57	0.02
A/L Licenses & Dues	0.00	0.00	771.01	0.03
A/L Dietary Labor	4,277.54	1.30	30,898.53	1.21
A/L Dietary Supplies	0.00	0.00	7.66	0.00
A/L Dietary Equipment	0.00	0.00	848.70	0.03
A/L Housekeeping Labor	469.07	0.14	3,218.93	0.13
A/L Laundry Labor	1,411.67	0.43	9,570.94	0.37
A/L Professional Nursing	1,451.11	0.44	8,370.91	0.33
A/L Medication Aide	9,586.98	2.92	80,835.11	3.15
A/L Nursing Supplies	14.17	0.00	578.24	0.02
A/L Computer Expenses	180.62	0.05	1,601.18	0.06
A/L Maintenance Labor	710.26	0.22	7,087.18	0.28
A/L Maintenance Supplies	0.00	0.00	344.64	0.01
A/L Utilities	932.02	0.28	9,414.87	0.37
A/L Equipment Repairs	716.82	0.22	2,066.56	0.08
A/L Social Services Labor	714.78	0.22	6,500.75	0.25
A/L Depreciation Exp	1,774.00	0.54	14,192.00	0.55
Total Expenses	303,988.35	92.45	2,238,296.54	87.30
Net Operating Income	14,588.31	4.44	210,121.21	8.20
Other Income				
Miscellaneous Sales	0.00	0.00	469.10	0.02
Refunds	108.46	0.03	398.78	0.02
Interest Income	8,502.65	2.59	72,475.06	2.83
Donations	0.00	0.00	7,064.00	0.28
Guest Meals	666.00	0.20	2,002.00	0.08
Employee Meals	945.00	0.29	5,407.00	0.21
Healthcare Aid for AL	0.00	0.00	26,608.33	1.04
Gain/Loss on Sale	0.00	0.00	1,165.00	0.05

Income Statement  
For the Eight Months Ending May 31, 2025  
Plainview Manor

	Current Month		Year to Date	
Total Other Income	<u>10,222.11</u>	3.11	<u>115,589.27</u>	4.51
Net Income	\$ <u><u>24,810.42</u></u>	7.55	\$ <u><u>325,710.48</u></u>	12.70

# Plainview Manor

## Check Register

For the Period From Jun 1, 2025 to Jun 30, 2025

Filter Criteria includes: 1) Accounts Payable only. Report order is by Date.

Check #	Date	Payee	Amount	
auto pay	6/12/25	US FOODS	\$7,136.67	Food & Supplies
auto pay1	6/12/25	MARTIN BROS.	\$14,610.41	Food & Supplies
55779	6/12/25	AFLAC	\$2,770.20	Insurance
55780	6/12/25	PAM ALBIN	\$50.00	Cell Phone
55781	6/12/25	ALTWINE HARDWARE & HOME LLC	\$383.44	Maintenance Supplies
55782	6/12/25	BRYANT HOME COMFORT, LLC	\$716.82	Repairs
55783	6/12/25	CITY OF PLAINVIEW	\$616.70	Utilities
55784	6/12/25	CLARKE & ENERSEN	\$5,000.00	Construction
55785	6/12/25	TWO MAGNETS INC	\$654.08	Contract Labor
55786	6/12/25	JULIE COUCH	\$100.00	Entertainment
55787	6/12/25	ASHLEY DENDINGER	\$1,000.00	Pharmacy
55788	6/12/25	DIRECT SUPPLY, INC.	\$501.98	Nursing Supplies
55789	6/12/25	ENCOMPASS GROUP, LLC	\$770.16	Linen
55790	6/12/25	ENVIEW SECURITY - Tim	\$541.25	Computer Exp
55791	6/12/25	FARMERS PRIDE	\$178.56	Maintenance Supplies
55792	6/12/25	HDSUPPLY	\$784.54	Housekeeping Supplie
55793	6/12/25	HILAND DAIRY	\$648.85	Food & Supplies
55794	6/12/25	VOID		
55795	6/12/25	JULEEN JOHNSON	\$100.00	Cell Phone
55796	6/12/25	RENAE KAUTH	\$162.75	Dietician
55797	6/12/25	KUSTOM PEST CONTROL	\$75.00	Exterminator
55798	6/12/25	MCKESSON MEDICAL	\$3,085.32	Nursing Supplies
55799	6/12/25	MEDLINE INDUSTRIES, INC.	\$1,695.22	Nursing Supplies
55800	6/12/25	MITCH FOOD STORE	\$172.16	Food & Supplies
55801	6/12/25	MSM ENTERPRISES LLC	\$76.05	OT Services
55802	6/12/25	NORTHWEST RESIRATORY SERVICES LLC	\$7.63	Oxygen
55803	6/12/25	NORFOLK SHOPPER	\$980.24	Advertising
55804	6/12/25	OVERLAND REHAB LLC	\$595.95	PT Services
55805	6/12/25	PENNER PATIENT CARE INC	\$453.80	Nursing Supplies
55806	6/12/25	PITZER DIGITAL LLC	\$281.00	Advertising
55807	6/12/25	PLAINVIEW NEWS	\$61.50	Advertising
55808	6/12/25	PLAINVIEW TELEPHONE	\$364.71	Phone
55809	6/12/25	POINTCLICKCARE TECHNOLOGIES INC	\$976.29	Computer Exp
55810	6/12/25	PRIME TIME HEALTHCARE LLC	\$6,344.50	Contract Labor
55811	6/12/25	RAPID FIRE PROTECTION	\$320.00	Repairs
55812	6/12/25	SCHAFER GRAIN	\$174.00	Maintenance Supplies
55813	6/12/25	STEINKRAUS SERVICE	\$93.00	Fuel
55814	6/12/25	TANGEMAN PLUMBING	\$527.00	Plumbing
55815	6/12/25	WEST-HODSON LUMBER CO	\$11.94	Maintenance Supplies

Total

\$53,021.72

## May

Quill	\$127.44	Nursing
AUL	\$3,720.53	Retirement
LVNV Funding	\$233.09	Garnishment
NE Child Support	\$169.85	Garnishment
Velocity	\$85.85	Garnishment
Family Dollar	\$34.00	Activities
Tim Udell	\$598.00	Computer Exp
Dearborn	\$129.03	Insurance
Dish	\$778.39	Cable
J&H Produce	\$152.00	Activites
NE Dept of Revenue	\$5,363.89	Taxes
Family Dollar	\$13.75	Activites
Menards	\$45.14	Maintenance
Medica	\$21,146.51	Insurance
Clark & Enersen	\$1,572.45	Construction Exp
Wragge Construction	\$6,846.00	Concrete Project
Black Hills Energy	\$944.50	Utilities
AUL	\$3,953.48	Retirement
NE Child Support	\$169.85	Garnishment
Velocity	\$62.69	Garnishment
LVNV Funding	\$265.92	Garnishment
NCPPD	\$2,166.90	Utilities
Lodge Vision	\$125.00	Cable
NE Methodist College	\$40.00	Inservice
Amazon	\$49.43	Office, Nursing, Laundry Exp
Amazon	\$359.79	Toner
Amazon	\$287.78	Toner
Amazon	\$352.00	Copier
Prime Time	\$7,165.75	Contract Staffing
Clipboard Health	\$1,463.83	Contract Staffing
Amazon	\$898.00	Nursing Laptops
Amazon	\$48.90	Maintenance
NE State Patrol	\$15.50	Background Checks
NE Central Registry	\$5.00	Background Checks
Family Dollar	\$12.00	Nursing
Amazon	\$54.00	Retirement
Amazon	\$133.92	Nursing
Menards	\$106.71	Main, Laundry, Dietary Exp
Walmart	\$54.58	Activities, Dietary
AUL	\$3,354.95	Retirement
LVNV Funding	\$137.95	Garnishment
NE Child Support	\$169.85	Garnishment
Velocity	\$67.70	Garnishment
Amazon	\$54.00	Retirement(replacement) Original Refunded



# Statistical report for Month ended May 2025

	May	% OF CHANGE	April
NH 'MEDICAID RESIDENT DAYS	403	-4.05%	420
NH PRIVATE RESIDENT DAYS	502	-7.04%	540
MEDICARE SKILLED DAYS	0	#DIV/0!	0
ADULT DAY CARE DAYS/MC	0	#DIV/0!	0
NH Med HOSPICE DAYS	93	3.33%	90
TOTAL NH RESIDENT DAYS	998	-4.95%	1050
AVERAGE DAILY CENSUS	32	-8.57%	35
PERCENTAGE OF RESIDENT OCCUPANCY	83%	-7.78%	90%
PERCENTAGE OF BEDS PAID	88%	-7.37%	95%
AL MEDICAID RESIDENT DAYS	155	158.33%	60
AL PRIVATE RESIDENT DAYS	217	-12.15%	247
TOTAL AL RESIDENT DAYS	372	21.17%	307
AVERAGE DAILY CENSUS	12	20.00%	10
PERCENTAGE OF RESIDENT OCCUPANCY	86%	17.81%	73%
PERCENTAGE OF BEDS PAID	70%	16.67%	60%
MEALS	4238	0.83%	4203
TODAY'S CENSUS	33/39 NH 35 beds pd for 13/17 AL- 14 rooms		
SPECIAL SAVINGS	\$2,210,048.30		
CHECKING ACCOUNT	\$597,675.50		

A meeting of the Mayor and City Council of the City of Plainview, Nebraska, was held at the Council chambers of the City on the 8th day of July, 2025, at 6:30 o'clock P.M. Present were Mayor: \_\_\_\_\_, and Council Members: \_\_\_\_\_.

Absent: \_\_\_\_\_. Advance notice of the meeting was given by publication, a designated method of giving notice, as shown by the Affidavit of Publication attached to these minutes. Notice of this meeting was given to the Mayor and all members of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. The public notice and the notice to the Mayor and the Council of the meeting included a statement that the meeting agenda was available for inspection prior to the meeting. The proceedings shown below were conducted while the convened meeting was open to the public to attend. The Mayor 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 held. In accordance with Section 84-1412, R.R.S. Nebraska, the public was provided with an opportunity to speak at the meeting.

The Mayor opened the hearing to receive public comment on the facts and circumstances justifying creation of Street Improvement District No. 2025-1 in the City (Lincoln Avenue (Paving, Sidewalks, Parking), King Street (Graveling), and Pine Street (Paving) and requested that the Clerk report on any written comments or objections received. The Clerk reported that no written comments or objections were received. After offering those present the opportunity to be heard, the Mayor closed the hearing.

Council Member \_\_\_\_\_ then introduced the following resolution and moved its adoption. Council Member \_\_\_\_\_ seconded the motion for the adoption of the foregoing resolution and on roll call the following Council Members voted in favor of said motion:

\_\_\_\_\_  
\_\_\_\_\_.

The following voted against the same: \_\_\_\_\_. The Mayor declared the motion carried and the resolution adopted. A true, correct and complete copy of said resolution is as follows:

**RESOLUTION NO. 727**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PLAINVIEW, NEBRASKA AS FOLLOWS:

The Mayor and City Council hereby find and determine:

That an Ordinance creating Street Improvement District No. 2025-1 was previously adopted by the Mayor and City Council; that published notice has been given in accordance with law to the owners of record title of the property directly abutting the streets to be improved in said District, advising said owners of their right to provide comment and objection regarding the creation of the District, and that after such notice and a hearing, it is appropriate for the City to confirm the ordinance creating said District.

Accordingly, the City will commence construction of improvements in Street Improvement District No. 2025-1 and will complete such improvements at public cost without a levy of special assessments on the lots and parcels of land abutting on or adjacent to the streets in the District.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Mayor

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

(S E A L)



③

A meeting of the Mayor and City Council of the City of Plainview, Nebraska, was held at the Council chambers in said City on the 8<sup>th</sup> day of July, 2025, at 10:30 o'clock P.M.

Present were Mayor: \_\_\_\_\_, and Council Members: \_\_\_\_\_

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

Advance notice of the meeting was given by publication, a designated method of giving notice, as shown by the (Affidavit of Publication) (Certificate of Posting Notice) attached to these minutes. Notice of this meeting was given to the Mayor and all members of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. The public notice and the notice to the Mayor and the Council of the meeting included a statement that the meeting agenda was available for inspection prior to the meeting. The proceedings shown below were conducted while the convened meeting was open to the public to attend. The Mayor 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 held. In accordance with Section 84-1412, R.R.S. Nebraska, the public was provided with an opportunity to speak at the meeting.

Council Member \_\_\_\_\_ introduced Ordinance No. 1011 entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF STREET IMPROVEMENT BOND ANTICIPATION NOTES, SERIES 2025, IN THE AMOUNT OF NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING PAVING AND RELATED IMPROVEMENTS WITHIN THE CITY OF PLAINVIEW, NEBRASKA AND NECESSARY APPURTENANCES THERETO; PROVIDING FOR A PAYING AGENT AND REGISTRAR OF THE NOTES; AGREEING TO ISSUE BONDS TO PAY THE NOTES AND ACCRUED INTEREST AT MATURITY; PRESCRIBING THE FORM OF THE NOTES; AUTHORIZING THE SALE AND DELIVERY OF THE NOTES TO THE PURCHASER AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM

and moved that the statutory rule requiring reading on three different days be suspended. Council Member \_\_\_\_\_ seconded the motion to suspend the rule and upon roll call vote on the motion the following Council Members voted YEA: \_\_\_\_\_

\_\_\_\_\_.  
The following voted NAY: \_\_\_\_\_.

The motion to suspend the rule was adopted by three-fourths of the Council and the



statutory rule was declared suspended for consideration of said Ordinance.

Said Ordinance was then read by title and thereafter Council Member \_\_\_\_\_ moved for final passage of the Ordinance, which motion was seconded by Council Member \_\_\_\_\_. The Mayor then stated the question was "Shall Ordinance No. \_\_\_\_\_ be passed and adopted?" Upon roll call vote, the following Council Members voted YEA: \_\_\_\_\_

\_\_\_\_\_.  
The following voted NAY: \_\_\_\_\_. The passage and adoption of said Ordinance having been concurred in by not less than three-fourths of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the Ordinance and the Clerk attested the passage and approval of the same and affixed said Clerk's signature thereto and ordered the Ordinance to be published in pamphlet form as provided therein. A true, correct, and complete copy of said Ordinance is as follows:

ORDINANCE NO. 1011

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF STREET IMPROVEMENT BOND ANTICIPATION NOTES, SERIES 2025, IN THE AMOUNT OF NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING PAVING AND RELATED IMPROVEMENTS WITHIN THE CITY OF PLAINVIEW, NEBRASKA AND NECESSARY APPURTENANCES THERETO; PROVIDING FOR A PAYING AGENT AND REGISTRAR OF THE NOTES; AGREEING TO ISSUE BONDS TO PAY THE NOTES AND ACCRUED INTEREST AT MATURITY; PRESCRIBING THE FORM OF THE NOTES; AUTHORIZING THE SALE AND DELIVERY OF THE NOTES TO THE PURCHASER AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PLAINVIEW, NEBRASKA:

Section 1. The Mayor and City Council (the "Council") of the City of Plainview, Nebraska (the "City"), hereby find and determine:

(a) That the City has by ordinance authorized the construction of street and related improvements in an area of the City designated as Street Improvement District No. 2025-1 (the "District") pursuant to Sections 17-509 to 17-520, R.R.S. Nebraska, and all actions and other required facts and conditions for the authorization of the District and the construction of improvements therein have occurred as required by law;

(b) That it is necessary and appropriate to construct, and the City is constructing, the street improvements in the District;

(c) That for this purpose the City will issue its general obligation various purpose bonds or other bonds after further determination as to the total remaining costs of the improvements and after finding an appropriate market for said bonds and that the total costs of such improvements, including the cost of issuance of the Notes authorized herein, are presently estimated to be in excess of \$500,000;

(d) That the City is authorized to issue warrants to pay the costs of said improvements and, pending permanent financing by the issuance of general obligation bonds, it is necessary and desirable in order to provide temporary financing, to issue bond anticipation notes in lieu of issuing warrants; and

(e) That, in accordance with law, all conditions exist for the issuance of Street Improvement Bond Anticipation Notes in an amount not to exceed \$500,000 pursuant to Section 10-137, R.R.S. Nebraska.

Section 2. Notes to be designated Street Improvement Bond Anticipation Notes, Series 2025 (the "Notes"), in the aggregate principal amount of not to exceed \$500,000, which shall be in denominations of \$5,000 each or any integral multiple thereof as determined by the City Treasurer prior to delivery, are hereby authorized to be issued. The Notes shall be dated as of their date of delivery and shall mature on the date, be issued in the principal amount and shall bear



interest at the rate per annum as determined in the Note Purchase Agreement (the "Agreement") signed by the Mayor or City Clerk (each an "Authorized Officer", and together, the "Authorized Officers") on behalf of the City and agreed to by Northland Securities, Inc. (the "Underwriter"), which Agreement may also set the pricing terms and the terms pursuant to which the Notes may be redeemed prior to maturity, all within the following limitations:

- (a) the aggregate principal amount of the Notes shall not exceed \$500,000;
- (b) the true interest cost (TIC) of the Notes shall not exceed 7.00%;
- (c) the Underwriter's discount shall not exceed 1.50%; and
- (d) the Notes shall mature no later than December 15, 2027.

The Authorized Officers are authorized to establish the final terms for the Notes and arrange for issuance of the Notes without further action by the Council, provided, however, that the authority of the Authorized Officers to act without further action by the Council shall lapse if not exercised on or before December 31, 2025. Interest on the Notes shall be payable on the dates set forth in the Agreement. In accordance with the date for optional redemption established in the Agreement, the City may thereafter select the Notes to be redeemed for optional redemption in its sole discretion. Any Notes to be redeemed in part shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Notes redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Note or Notes evidencing the unredeemed principal thereof. Notice of redemption of any Note called for redemption shall be given at the direction of the City by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first-class, postage prepaid, sent to the registered owner of such Note at such owner's registered address. Such notice shall designate the Note or Notes to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Note or Notes are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Note partially redeemed, such notice shall specify the portion of the principal amount of such Note to be redeemed. If any Note or an interest payment thereon is not paid at maturity or due date, the Note or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, as now existing or as the same may be amended from time to time by the Nebraska Legislature. Said Notes shall be delivered to the Underwriter upon receipt of payment for said Notes, at the purchase price therefor agreed to in the Agreement in accordance with the authorization granted to the Authorized Officers.

Section 3. Said Notes shall be dated the date of their delivery, be executed on behalf of the City by being signed by the Mayor and the City Clerk, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each Note. After being executed by the Mayor and City Clerk, said Notes shall be delivered to the Paying Agent and Registrar who shall register each Note in the name of its initial registered owner as designated by the initial purchaser. Each Note shall be authenticated on behalf of the City by the Paying Agent and Registrar. The Notes shall be issued initially as "book-entry only" notes using the services of The Depository Trust Company (the "Depository"), with one typewritten Note per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (the "Letter of Representations") in the form required by the Depository (including any blanket letter previously delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon issuance of the Notes as "book-entry-only" notes, the following



provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Note Participant") or to any person who is an actual purchaser of a Note from a Note Participant while the Notes are in book-entry form (each a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Note Participant with respect to any ownership interest in the Notes;

(ii) the delivery to any Note Participant, any Beneficial Owner, or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption, or

(iii) the payment to any Note Participant, any Beneficial Owner, or any other person, other than the Depository, of any amount with respect to the Notes. The Paying Agent and Registrar shall make payments with respect to the Notes only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Notes to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Note, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable to or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Notes requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes, or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the ultimate Beneficial Owners of the Notes and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Note Participants of the availability through the Depository of Note certificates representing the Notes. In such event, the Paying Agent and Registrar shall issue, transfer and exchange Note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all payments with respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.



(e) Registered ownership of the Notes may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Notes may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement (if any).

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accord with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note as is then outstanding and all of the Notes issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of Note certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement Note certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of Note certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile signature shall appear on any Note shall cease to be such officer before the delivery of such Note (including any Note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Notes shall be delivered to the Paying Agent and Registrar for registration and authentication.

Section 4. All Notes authorized by this Ordinance shall be fully registered Notes pursuant to Section 10-135 R.R.S. Nebraska. The City Treasurer in Plainview, Nebraska is hereby designated as Paying Agent and Registrar for the Notes, provided that the Mayor may, in his or her discretion, appoint some bank with trust powers or trust company to serve as Paying Agent and Registrar under the terms of this Ordinance as may be determined from time to time. The Authorized Officers, or either of them, are authorized, on behalf of the City, to enter into an agreement with said Paying Agent and Registrar for the provisions of such services. Said Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Notes at the Paying Agent and Registrar's office. The names and registered addresses of the initial registered owner or owners of the Notes shall be recorded in such books prior to the issuance thereof. Any Note may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar upon surrender of the Note for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to such Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar will register such transfer and will deliver at such office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Note or Notes of the

same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Notes by this Ordinance, one Note may be transferred for several such Notes of the same interest rate and maturity and for a like aggregate principal amount, and several such Notes may be transferred for one or several such Notes, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Note, the surrendered Note or Notes shall be canceled and destroyed. All Notes issued upon transfer of the Notes so surrendered shall be valid obligations of the City evidencing the same obligations as the Notes surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Notes upon transfer of which they were delivered. The City Treasurer is hereby authorized and directed to transfer, from any monies of the City available for the purpose, funds required to pay interest and principal on the Notes when and as the same become due, to the Paying Agent and Registrar on or before each interest and principal payment date. Payment of interest, except for payment of interest at maturity or upon redemption, shall be mailed to the registered owners of the Notes as of the record date for each interest payment date. The record date for each interest payment date shall be the close of business on the fifteenth day (whether or not a business day) immediately preceding each interest payment date. The principal, together with accrued interest then due, shall be payable at maturity or on redemption prior to maturity upon presentation and surrender of each Note at the office of the Paying Agent and Registrar. The City and the Paying Agent and Registrar shall not be required to transfer Notes during any period from any record date until its immediately following interest payment date or to transfer any Notes called for redemption for a period of thirty days next preceding any date fixed for redemption prior to maturity.

Section 5. The fully registered Street Improvement Bond Anticipation Notes, Series 2025, shall be in substantially the following form:



CITY OF PLAINVIEW, NEBRASKA  
STREET IMPROVEMENT BOND ANTICIPATION NOTE  
SERIES 2025

Note No. \_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u> _____%	<u>Maturity Date</u> _____	<u>Date of Delivery</u> _____, 2025	<u>CUSIP No.</u> _____
--------------------------------	-------------------------------	--	---------------------------

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_

The City of Plainview, Nebraska, hereby promises to pay to the registered owner specified above the sum specified above on the maturity date specified above, together with interest thereon from the date of delivery hereof until maturity (or earlier redemption) at the rate per annum specified above, payable on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning \_\_\_\_\_, 2025. The interest hereon shall be paid on each interest payment date by the City Treasurer, as Paying Agent and Registrar, by wire transfer, check or draft mailed to the registered owner hereof determined as of the fifteenth day (whether or not a business day) immediately preceding each interest payment date, at such owner's registered address as it appears on the books of registration as maintained by said Paying Agent and Registrar. The principal of this note and the interest due at maturity or upon call for redemption prior to maturity are payable on presentation and surrender to said Paying Agent and Registrar at the Paying Agent's office in Plainview, Nebraska. If this note or any interest installment hereon is not paid upon maturity or due date, the note or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, as now existing or as the same may be amended from time to time by the Nebraska Legislature. This note and interest accruing hereon shall be payable from funds received by the City from the issuance and sale of its general obligation various purpose bonds or other bonds and is optional for payment on \_\_\_\_\_, 20\_\_, or at any time thereafter at par plus accrued interest. This note is one of an issue of \$ \_\_\_\_\_ in total principal amount issued pursuant to an ordinance duly adopted by the City (the "Ordinance"). All the provisions and agreements of said Ordinance are by reference made a part of this instrument and all such agreements accrue to the registered owner of this note. This note shall not be a debt of the City of Plainview, Nebraska within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of said City and said City shall not be liable for the payment of the principal thereof out of any money of the City other than from proceeds of the issuance of general obligation bonds, as aforesaid, or other funds of the City available to pay interest on said note or a portion of the cost of the project so as to reduce the required financing.

This note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this note, and thereupon a new note or notes of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of notes, subject to the limitations therein prescribed. The City, its Paying Agent and Registrar and any other person may treat the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all purposes and shall not be affected by any notice to the contrary, whether this note be overdue or not.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS NOTE MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY NOTE ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This note shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City of Plainview, Nebraska, have caused this note to be executed on behalf of the City by being signed by the Mayor and Clerk of the City, both of which signatures may be facsimile signatures, and by causing the official seal of the City to be affixed hereto all as of the date of delivery shown above.

CITY OF PLAINVIEW, NEBRASKA

By: \_\_\_\_\_ (Do not sign)  
Mayor

ATTEST:

\_\_\_\_\_  
(Do not sign)  
City Clerk

(S E A L)

#### CERTIFICATE OF AUTHENTICATION

This note is one of the notes authorized by an ordinance passed and approved by the Mayor and Council of the City of Plainview, Nebraska as described in said notes.



(do not sign)  
\_\_\_\_\_  
City Treasurer, as Paying Agent  
and Registrar

(FORM OF ASSIGNMENT)

For value received \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_ the within note and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

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

\_\_\_\_\_  
Registered Owner

SIGNATURE GUARANTEED

By \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within note in every particular without alteration, enlargement, or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest, or other stock exchange.

Section 6. Notice of the call of any of said Notes for payment prior to maturity shall be sufficient if it has been communicated at least thirty days prior to the redemption date by any means by or on behalf of the City to the registered owner of each of the Notes to be redeemed.

Section 7. Additional Street Improvement Bond Anticipation Notes can be authorized if deemed necessary by the Council by appropriate ordinance.

Section 8. The proceeds received from the sale of the Notes shall be used to pay project costs as set out in Section 1 hereof.

Section 9. The City covenants and agrees that it will take all steps required to complete the improvements described in Section 1 hereof in a manner to allow it to issue and sell its general obligation various purpose bonds or other bonds. The City further covenants and agrees to issue and sell its general obligation various purpose bonds or other bonds in a sufficient amount and at such time as will enable it to take up and pay off the Notes herein ordered issued, both principal and interest, at or prior to maturity, to the extent not paid from other sources.

Section 10. The City of Plainview, Nebraska, hereby covenants to the purchasers and holders of the Notes hereby authorized that it will make no use of the proceeds of said Note issue, including monies held in any sinking fund for the payment of said Notes, which would cause said Notes to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103

and 148 and all applicable regulations thereunder throughout the term of said Note issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the Notes with respect to taxpayers generally but not including insurance companies or corporations subject to the additional minimum tax. The City hereby designates the Notes as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in calendar year 2025 in an amount in excess of \$10,000,000.

Section 11. The Notes are hereby sold to Northland Securities, Inc. (the “Initial Purchaser”) upon the terms set forth in the Agreement which is approved by the Authorized Officers and the City Treasurer is authorized to deliver the Notes to the Initial Purchaser upon receipt of said amount plus accrued interest to date of payment. The Notes are sold to the Initial Purchaser subject to the opinion of Rembolt Ludtke LLP, as Initial Purchaser’s bond counsel that the Notes are lawfully issued; that the Notes constitute a valid obligation of the City; and that under existing laws and regulations the interest on the Notes is exempt from both Nebraska state and federal income taxes. Such purchaser and its agents, representatives and counsel (including Initial Purchaser’s bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Notes, including, without limitation, authorizing the release of the Notes by the Depository (as defined herein) at closing. The proceeds of the Notes shall be applied upon receipt for the purposes described in Section 1 hereof. The City may also pay costs of issuance from the proceeds of the Notes.

Section 12. In order to promote compliance with certain federal tax and securities laws relating to the notes herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit “A” (the “Post-Issuance Compliance Policy and Procedures”) are hereby adopted and approved. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 13. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this 8<sup>th</sup> day of July, 2025.

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Mayor

ATTEST:

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City Clerk

(S E A L)



I, the undersigned, City Clerk for the City of Plainview, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on July 8, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily 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 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, publicly announced and posted during such meeting in the room in which such meeting was held.

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City Clerk

(SEAL)



**EXHIBIT "A"**  
**Policy and Procedures**  
**Federal Tax Law and Disclosure Requirements for**  
**Tax-exempt Bonds and/or Tax Advantaged Bonds**

**ISSUER NAME:** **CITY OF PLAINVIEW, NEBRASKA**

**COMPLIANCE OFFICER (BY TITLE):** **CITY CLERK**

**POLICY**

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

**PROCEDURES**

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),
- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):
  - (i) covenants, certifications, and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
  - (ii) Form 8038 series filed with the Internal Revenue Service;
  - (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
  - (iv) covenants, agreements, instructions, or memoranda with respect to rebate or private use;
  - (v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
  - (vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and

- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

*Use and Timely Expenditure of Bond Proceeds.* Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

*Arbitrage Yield Restrictions and Rebate Matters.* The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

*Use of Bond Financed Property.* Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

*Continuing Disclosure.* Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

*Record Keeping.* If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

*Incorporation of Tax Documents.* The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

*Consultation Regarding Questions or Concerns.* Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

*VCAP and Remedial Actions.* The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.



9

## 5311 PROGRAM AGREEMENT- FEDERAL-AID FUNDS

CITY OF PLAINVIEW  
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
PROJECT NO. RPT-M701 (227)  
STATE CONTROL NO. 32171L

**THIS AGREEMENT** is between City of Plainview, a local transit provider ("Subrecipient"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

### **WITNESSETH:**

**WHEREAS**, in compliance with Nebraska law, Subrecipient has established and is operating, or is interested in establishing and operating, a local transit system of a type that may be eligible for certain State and Federal transit funding, and

**WHEREAS**, Subrecipient understands that it is solely responsible for all aspects of the ownership, use, and operation of such local transit system, and that State has no duty whatsoever concerning the proper establishment and operation of Subrecipient's local transit system, and

**WHEREAS**, Subrecipient wishes for its local transit system to become eligible, and to remain eligible, for both Federal Transit Administration Section 5311 funding and State Program 305 funding, and

**WHEREAS**, FTA Section 5311 funding is available to reimburse local transit expenses or costs generally related to capital, planning and operating costs of a local transit system, including but not limited to more specifically: acquisition of rolling stock (vehicles), facility and vehicle maintenance, payroll, insurance, training and other eligible expenses, and

**WHEREAS**, Subrecipient understands that along with its sole obligation to establish and operate such system, there are also multiple specific steps that must be followed and requirements that must be met in order for its local transit program to qualify for reimbursement of eligible costs with Federal or -State transit funding, and

**WHEREAS**, Subrecipient understands that it is or will be solely responsible for developing and operating its local transit program in a way that complies with these Federal and State cost reimbursement programs so that certain costs are eligible and remain eligible for Federal or State transit cost funding programs, and

**WHEREAS**, Subrecipient understands that if it fails to develop and operate a local transit program that is eligible for the intended Federal and State funding, or fails to take all actions necessary to remain eligible, the following will occur: (a) the Subrecipient's costs will not be reimbursed; (b) Subrecipient will be solely responsible for repaying any and all Federal and State funds provided Subrecipient prior to or while out of compliance with the funding requirements; and (c) when necessary, and

**WHEREAS**, the Subrecipient is required to have a share in the costs under the program in an amount that varies depending on what type of cost is being reimbursed, and

**WHEREAS** State is the direct recipient of FTA Section 5311 funds and State is responsible for determining funding eligibility of the Subrecipient, for FTA Section 5311 funds, and

**WHEREAS**, Subrecipient has designated a transit manager who is a) fully trained, b) fully empowered, and c) obligated to timely complete and submit to State all necessary invoices and documentation, and d) required to fulfil all FTA and State program requirements, and

**WHEREAS**, the funding for the project under this Agreement includes Federal funds from the FTA, therefore, under 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, if a non-federal entity expends \$1,000,000 or more in total Federal awards in a fiscal year then certain legal audit requirements must be followed as explained further in this Agreement, and

**WHEREAS**, Subrecipient has submitted a detailed, final, transit board approved transit program budget for both fiscal year 2026 and fiscal year 2027, and

**WHEREAS**, Subrecipient will not be reimbursed for more than the approved budgets for fiscal year 2026 and fiscal year 2027, and

**WHEREAS**, Subrecipient's total project budget of its transit program for fiscal year 2026 and fiscal year 2027 is estimated to be \$32,498, and

**WHEREAS**, Subrecipient has earmarked and has identified a sufficient source of funding in its two-year fiscal budget for at least the amount of the local match, and

**WHEREAS**, the Subrecipient formally authorizes the signing of this Agreement, as evidenced by the Resolution of the Subrecipient dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as **Exhibit "A"** and incorporated herein by this reference.

**NOW THEREFORE**, in consideration of these facts, Subrecipient and State agree as follows:

#### **SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following definitions will apply:

**"CFDA"** means Catalog of Federal Domestic Assistance.

**"CFR"** means the Code of Federal Regulations.

**"FTA"** means the Federal Transit Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

**"NEB. REV. STAT."** means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

**"TRANSIT MANAGER"** The individual designated by the Subrecipient to be in charge of ensuring that Subrecipient's transit program fully complies with Federal and State transit requirements. The duties of the Transit Manager are set out herein and include but are not limited to Section 6.

**"STATE"** means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between the United States Department of Transportation and Subrecipient for federally funded transportation projects.



"**SUBRECIPIENT**" means Local Transit Provider that is seeking to be reimbursed with Federal Section 5310 or 5311 Transit Funding if the subrecipient costs are eligible for reimbursement under State or Federal law and this Agreement.

## **SECTION 2. DURATION OF THIS AGREEMENT (9-10-24)**

- 2.1 Effective Date** --This Agreement is binding on the date it is fully executed by State.
- 2.2 Renewal, Extension or Amendment** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 Identifying Date** – This Agreement is identified by the fiscal year to which it applies.
- 2.4 Funding Period** – This agreement provides funding for reimbursement of eligible costs incurred from July 1, 2025 to June 30, 2027, which is the state fiscal year.
- 2.5 Duration**–This Agreement will not expire until completion of final settlement after any cost adjustments have been made.
- 2.6 Termination** -- Further, State reserves the right to terminate this Agreement as provided herein. If Subrecipient determines that for any reason it will not continue with this Agreement, Subrecipient shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

## **SECTION 3. PURPOSE OF AGREEMENT**

- 3.1** In accordance with Nebraska law, Subrecipient has established and is operating, or is interested in establishing and operating, a local transit system of a type that may be eligible for certain State and Federal transit funding. Subrecipient is solely responsible for all aspects of such system, including but not limited to establishing and operating such local transit system, and State has no obligation whatsoever, concerning the establishment and operation of Subrecipient's local transit program.
- 3.2** Subrecipient wishes to obtain Federal-aid funding through the FTA Formula Grants for Rural Areas Chapter 53 Section 5311 for capital, planning, and operating assistance to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. The Federal Transit Administration (FTA) will not provide funding directly to Subrecipient for this project but will provide Federal funding for eligible and participating expenses through State. State, pursuant to Neb. Rev. Stat. § 39-1205, will act under this Agreement as a steward of Federal Funds and as a liaison between Subrecipient and FTA. The purpose of this Agreement is to set forth the understanding of Subrecipient and State concerning their respective duties solely to enable the entity to be eligible for this specific State and Federal-aid funding. Under this Agreement, Subrecipient shall accept all duties concerning any aspect of technical capacity - funding management, procurement, Disadvantaged Business Enterprise (DBE), Title VI, Americans with Disabilities Act, Drug and Alcohol Program, operation and maintenance. Nothing in this Agreement shall be construed to create any duty of State to Subrecipient concerning such matters. Subrecipient further agrees that Subrecipient shall have no claim or right of action against State under this Agreement if FTA determines that the project is not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement

include the program requirements and other conditions State believes in good faith that the Subrecipient must meet for this project to be eligible for Federal funding.

- 3.3 Subrecipient acknowledges that many requirements must be met for the grant funding contemplated by this Agreement to be awarded and for expenses to be reimbursed with Federal-aid funds. Those conditions include, but are not limited to, the unknown availability of Federal-aid funds, the timely and satisfactory completion of all Federal-aid funding requirements and the perceived priority of this project with other projects competing for limited Federal-aid funds. Therefore, Subrecipient agrees to develop and operate its transit program to meet all Federal and State eligibility requirements so that the transit program's eligible expenses may be reimbursed through Federal-aid funding.

#### **SECTION 4. FEDERAL AWARD IDENTIFICATION.**

4.1 The following identifying and other information must be provided for this Federal-aid project as required by 2 CFR § 200. 332. Subrecipient may be required to report this information as a part of a single audit because of receipts of these funds for this project.

- a) Subrecipient name (as registered at SAM.gov); **City of Plainview Economic Development**
- b) Subrecipient Unique Entity Identifier (UEI) Number; **MH1DU2WSABW5**
- c) Federal Award Identification Number (FAIN); **NE-2024-006-01**
- d) Federal Award Date is; **5/30/2024**
- e) Subaward Period of Performance Start and End Date is; **7/1/2025-6/30/2027**
- f) Subaward Budget period Start and End Date; **5/30/2024-10/15/2027**
- g) Amount of Federal Funds obligated by this action by the pass-through entity to the subrecipient; **\$20,159**
- h) Total amount of the Federal Funds obligated to the subrecipient; **\$20,159**
- i) Total Approved Cost Sharing or Matching, where applicable; **\$6,169**
- j) Total Amount of the Federal Award including approved Cost Sharing or Matching; **\$32,498**
- k) Budget Approved by the Federal Awarding Agency; **\$20,159**
- l) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) **NDOT-Section 5311 Operating, Non-Operating Assistance and Vehicle Maintenance for Nebraska's Rural Areas**
- m) Name of Federal awarding agency **U.S. Department of Transportation, Federal Transit Administration**, grantee **Nebraska Department of Transportation** and contact information for awarding official **Bill Kalt** at [bill.kalt@dot.gov](mailto:bill.kalt@dot.gov)
- n) Assistance Listings Number and Title; **CFDA 20.209**, name, **Formula Grants for Rural Areas**, and dollar amount **\$26,805,398**
- o) Identification of whether the award is R&D; and **N/A**
- p) Indirect cost rate for the Federal award (including if the de minimis rate is charged per [§200.414](#)). **NA**



## **SECTION 5. 5311 LEGAL AUTHORITY**

Subrecipient agrees to comply with all Federal and State requirements that apply to this type of funding, including, FTA 5311 Program requirements and other Federal and State laws.

### **5.1 The Applicable Legal and Contract Requirements.**

- a. Section 49 U.S.C 5311 is the authorizing Federal statute. The applicable Federal regulations for this program are found generally in 49 CFR Parts 673 and 674. For additional details about this program, please see the FTA Contractor Manual and FTA Master Agreement, which may be found on the FTA website.
- b. Please see Neb. Rev. Stat. Sections 13-1201 through 13-1214, among others, for applicable State and local requirements for local transit programs anticipated under this Agreement.

## **SECTION 6. TRANSIT MANAGER AND TEAM REQUIREMENTS**

- 6.1 Subrecipient hereby designates \_\_\_\_\_ as the Transit Manager for this project.
- 6.2 Duties and Assurances of Subrecipient concerning its designated Transit Manager for this project.
  - 6.2.1 Subrecipient understands the duties and responsibilities of Subrecipient and Transit Manager outlined in State Management Plan, Title VI Plan, Group Transit Asset Management Plan, Intercity Bus Needs: Subrecipient 5311(f) Consultation, Disadvantaged Business Enterprise (DBE) Plan for FTA Programs, ADA Plan, Drug and Alcohol Policy, NTD Reporting and Transit Invoice Guidance Manual.
  - 6.2.2 **General Commitment.** Subrecipient understands the Federal and State transit program conditions and requirements are detailed, complex, time-sensitive, and mandatory. The funding programs include, but are not limited to, requirements for funding eligibility, cost documentation, and timely reporting. Subrecipient hereby commits to make its best efforts to promptly develop the business practices needed to properly comply with all the applicable conditions and requirements of these funding programs.
  - 6.2.3 **Transit Manager and Transit Staff.** Subrecipient shall employ a capable and conscientious employee or representative to serve as Transit Manager (TM). Subrecipient shall employ a sufficient number of qualified staff to promptly complete all obligations necessary to meet the state and Federal program requirements. Subrecipient shall place the Transit Manager in day-to-day control of the operation of the Transit Program and shall require the Transit Manager to actively manage the program. Subrecipient shall meet regularly with the Transit Manager to understand whether the Transit Manager is meeting the obligations of the Transit Program. Subrecipient shall provide the Transit Manager with sufficient authority to promptly meet the Transit Program requirements. The Transit Manager and the Transit Staff shall work closely with the State, and when necessary, its Federal partners, so that the interactions with State are effective, professional, timely, and efficient.



- 6.2.4 Training and Resources for the Transit Staff.** Subrecipient shall require that the Transit Manager and Transit Staff participate in required State and/or Federal Transit program training to improve their understanding of the program. Subrecipient will ensure that the Transit Staff has the needed resources available to improve the quality and timeliness of the Transit Program.
- 6.2.5 Change in Transit Manager.** Subrecipient shall notify State within one week if the Transit Manager leaves, is reassigned, or is removed from the position for any reason. Subrecipient shall promptly appoint (within 14 days) a new Transit Manager and shall ensure that all duties of the Transit Manager continue to be met by other members of the Transit Staff until the new Transit Manager is employed and on the job.
- 6.2.6 Compliance Response Plan.** State may notify Subrecipient when State believes Subrecipient's Transit Program is not meeting the State and Federal program requirements. State will provide examples of the non-compliance. Subrecipient shall notify the Transit Manager of the non-compliance and Subrecipient shall, within two weeks, establish a response plan, acceptable to State, that will be immediately instituted. In the event the response plan is not fully implemented or does not restore the Transit Program to full or substantial compliance within one month, State will be relieved of its obligation to reimburse costs to Subrecipient, until the Transit Program is back in full compliance.
- 6.2.7 Subrecipient's Annual Review.** Subrecipient shall meet with State when requested to understand whether the Transit Manager and Transit Program are meeting program requirements and deadlines. Subrecipient shall annually evaluate the status of the Transit Program including the work of Transit Manager, and a review of any comments received from State concerning the Transit Program. Subrecipient shall encourage the Transit Manager to improve the program each year to become more effective and efficient.
- 6.2.8 Subrecipient's Responsibility.** Subrecipient agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to the Formula Grant for Rural Areas Chapter 53 Section 5311. Subrecipient understands that failure of Subrecipient or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the Subrecipient and the states Formula Grant for Rural Areas Chapter 53 Section 5311. In the event that FTA finds that the project is ineligible for Federal funding, Subrecipient will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the operations of the Subrecipient.

## **SECTION 7. THE 5311 PROGRAM PROCESS**

**7.1 Overview** The Federal Transit Administration Section 5311 program is a highly regulated Federal-aid program. This section of this Agreement does not intend to set out all requirements

that apply to the program. Instead, this section intends to summarize generally the process that will be used by the parties to carry out the program requirements, understanding that such process is subject to all the specific requirements of the program identified in this Agreement and all the Federal and State laws and interpretive documents that identify program requirements and funding conditions. Accordingly, this section will set out the general process that will be used by the Parties.

**7.2 Program Requirements** Along with the provisions set out in section 5 of this Agreement, Subrecipient shall meet all requirements applicable to the FTA Section 5311 program funds, such as the requirements and deadlines identified in the following documents, including but not limited to:

- (a) the most current State Management Plan.
- (b) the Title IV Plan.
- (c) the Group Transit Asset Management Plan.
- (d) the Intercity Bus Needs: Subrecipient 5311(f) Consultation.
- (e) the Disadvantaged Business Enterprise (DBE) Plan for FTA Programs.
- (f) the ADA Plan.
- (g) the Drug and Alcohol Policy; and
- (h) the NTD Reporting and Transit Invoice Guidance Manual.

Subrecipient shall coordinate with the State concerning the progress of the project and notify State of any issues that will affect the project schedule. To the extent that any of the controlling documents for the requirements listed in this paragraph are revised, revoked, or reinterpreted by the Federal government in a way inconsistent with current law, the Parties shall make their best efforts to meet such new Federal requirements, and will also meet to discuss the changes, document the conclusions from those meetings, and if necessary, supplement this Agreement.

### **7.3 The Budgeting Process**

**7.3.1 The Two-Year Budget Cycle.** Prior to the beginning of the first fiscal year in a two-year budgetary cycle, State will request that Subrecipient submit a two-year proposed budget for its local transit program, using the electronic form prescribed by the State. Subrecipient understands that it may only submit costs in its budget that would be eligible for reimbursement under the Federal and State programs. State will review and adjust the proposed budget as it deems necessary and will approve the total two-year budget amounts. The total amount of funds approved for each of the two-years in Subrecipient's budget is set out in Section 7.4.

**7.3.2 Limited Funds Available.** Subrecipient understands that program funds are limited, and that reimbursements to Subrecipient will be capped at the approved budgeted total dollar amounts for each year established by the State. Any costs above the approved budgetary amount will not be reimbursed.

**7.3.3 Payment of Non-Budget Items.** At Subrecipient's request, Subrecipient may be reimbursed for eligible expenses incurred that were not included in the approved budget. Subrecipient understands that the reimbursement of such non-budgetary items will not increase the total approved budgeted amount. Further, Subrecipient understands that when non-budgeted items are paid, Subrecipient will be solely responsible for making up for the monetary difference in the total budgeted amount that will result because of paying the non-budgetary item.

**7.3.4 Adjustments to the Approved Budget.** State will not reimburse Subrecipient in an amount greater than the total budgeted amount, except when State determines that exceptional circumstances justify a modification of the original budgeted amount. In the rare instance when State determines, in its sole discretion, that an exceptional circumstance justifies a modification of the approved budget, the Parties will enter into a supplemental agreement to reflect the change in the approved total budgeted amount.

**7.4 Total Program Costs and Funding Commitments**

The total budgeted amount applicable to Subrecipient's 1-year program is \$32,498 as set out in the table below. The detailed budget items included within the FY2026 budget for \$32,498 are incorporated by reference herein and attached hereto as **Exhibit "B"**. This agreement will be supplemented to include the FY2027 budget at a later date.

	Federal	State	Local Match	Total
FY2026	\$20,159	\$6,170	\$6,169	\$32,498
FY2027	TBD	TBD	TBD	TBD
Total	\$20,159	\$6,170	\$6,169	\$32,498

**7.5 Incurring Costs**

Subrecipient agrees that any costs it incurs for which it seeks reimbursement must be eligible for reimbursement. Subrecipient shall keep appropriate documentation for all costs incurred for which it seeks reimbursement. State may deny reimbursement for any cost that is not eligible for reimbursement under applicable Federal or State reimbursement requirements.

**7.6 Monthly Invoices**

7.6.1 Subrecipients shall submit monthly invoices for reimbursement to State, in the manner specified by State. Such invoices shall be submitted in the first 10 days of the following month and no later than ten days following State's approval of the prior month's invoice. It is the responsibility of the subrecipient to monitor and manage the funding identified in this agreement and ensure that expenditures submitted for reimbursements are accounted for in the detailed budget provided in **Exhibit "B"**.

7.6.2 Subrecipient will develop and follow appropriate business practices to increase the accuracy of cost information provided to State. Subrecipient will routinely spot check



information previously provided submitted to make sure it was accurate. Subrecipient will be solely responsible for the accuracy and legitimacy of all information provided to State by Subrecipient.

#### **7.7 State's FTA Reporting Requirements**

After the end of the fiscal year, State is required to provide certain information to FTA concerning Subrecipient's program. Subrecipient must promptly provide monthly invoices and end of year invoices. On or before August 15 of each year, Subrecipient shall submit to State the final invoice(s) for the fiscal year so that State can review and organize the information in time for State to submit its annual report to FTA. Failure to submit the information by August 15<sup>th</sup> may be a basis for termination of this Agreement.

#### **7.8 Audit**

Subrecipient's program and all cost reimbursements are subject to audit. Subrecipient agrees to repay State for any reimbursement that is determined to be ineligible for reimbursement, at any time, for any reason. In the event Subrecipient fails to reimburse State for any costs determined to be ineligible, State may terminate this Agreement and no additional reimbursements will be made until State determines Subrecipient is in full compliance with program requirements, including Subrecipient's repayment of ineligible expenses. If a reimbursement is questioned by State, Subrecipient shall provide additional clarification or documentation to State regarding said reimbursement within 2 business days. In the event additional clarification or documentation is not provided, the reimbursement request will be treated as withdrawn and State will have no obligation to reimburse until appropriate information has been provided to show the expense is proper and eligible for reimbursement.

### **SECTION 8. SUSPENSION OR TERMINATION**

#### **8.1 Suspension**

State, in its sole discretion, reserves the right to suspend Subrecipient's program when State determines that there are issues related to responsiveness, quality, program monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by Subrecipient. Suspension of the program may include, but is not limited to, State declaring Subrecipient's continued work on the program ineligible for reimbursement and State discontinuing assistance with and review of Subrecipient's program. State shall provide Subrecipient with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for subrecipient to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for Federal funding for the program and for termination of this Agreement.

## **8.2 Termination.**

This Agreement may be terminated as follows:

- a. State and Subrecipient, by mutual written agreement, may terminate the Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
  1. A decrease or shift in available Federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this program to be prioritized to receive Federal-aid funding.
  2. Subrecipient's failure to meet the requirements for Federal aid found in Federal, State, or local law or policy.
  3. A notice or declaration from FTA or State that any part of the program is or has become ineligible for Federal funding.
  4. Subrecipient's breach of a provision of this Agreement.
- c. Subrecipient may terminate the Agreement upon sixty (60) days written notice of termination to State.
- d. Prior to State terminating this Agreement, State shall provide written notice to Subrecipient of the basis for termination and, when determined applicable by State, provide Subrecipient sixty (60) days to properly resolve all issues identified by State.

## **SECTION 9. FEDERAL AUDIT REQUIREMENT**

- 9.1 The funding for the project under this Agreement includes Federal monies from the FTA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$1,000,000 or more in total Federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 9.2 Subrecipient shall comply with this Single Audit mandate. Any Federal funds for Subrecipient projects paid directly to contractors and consultants by State, on behalf of Subrecipient, will be reported on State's schedule of expenditures of Federal awards (SEFA) and need not be reported by Subrecipient. If a Part 200 audit is necessary, the expenditure related to the Federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 9.3 If a Part 200 Audit is submitted by Subrecipient, Subrecipient shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

## **SECTION 10. INDEMNITY**

Subrecipient agrees to hold harmless, indemnify, and defend State and FTA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State



and/or FTA may suffer as a result of claims, demands, costs, or judgments arising out of Subrecipient's project and the terms of this Agreement.

#### **SECTION 11. CONFLICT OF INTEREST LAWS**

Subrecipient shall review the Conflict-of-Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict-of-Interest provisions in order for the project to remain fully eligible for State or Federal funding. Subrecipient should review, understand and follow the instructions provided in the **NDOT CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LOCAL OFFICIALS, EMPLOYEES & AGENTS FOR FEDERAL-AID TRANSPORTATION PROJECTS** located on Transit website at the following location: <https://www.nebraskatransit.com/funding-and-applications>.

Subrecipient must also complete and sign the **NDOT CONFLICT OF INTEREST DISCLOSURE FORM FOR FEDERAL-AID TRANSPORTATION PROJECTS. Exhibit "C"**. This form is located on Transit website at the following location: <https://www.nebraskatransit.com/funding-and-applications>.

Consultants and subconsultants providing services for Subrecipient, or submitting proposals for services, shall submit a Conflict-of-Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with consultant or subconsultant having a real or potential conflict of interest on an Subrecipient Federal-aid transportation project.

#### **SECTION 12. DRUG FREE WORKPLACE**

Subrecipient shall have an acceptable and current drug-free workplace policy on file with State.

#### **SECTION 13. RECORDS RESPONSIBILITY**

Subrecipient shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. Subrecipient shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement. Such records must be available for inspection by State and the FTA or any authorized representatives of the Federal government. Subrecipient shall furnish copies of its file to State, the FTA or any other representatives of the Federal government when requested to do so.

#### **SECTION 14. FAIR EMPLOYMENT PRACTICES**

If Subrecipient performs any part of the work on this project, Subrecipient shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 18. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "Subrecipient".



## **SECTION 15. DISABILITIES ACT**

Subrecipient agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

## **SECTION 16. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS**

### **PROVISIONS**

Subrecipient agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

## **SECTION 17. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

### **17.1 Policy**

Subrecipient shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

### **17.2 Disadvantaged Business Enterprises (DBEs) Obligation**

Subrecipient and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Subrecipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Subrecipient shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FTA assisted contracts. Subrecipient, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts Subrecipient enters into on this project.

Failure of Subrecipient to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FTA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

## **SECTION 18. TITLE VI NONDISCRIMINATION CLAUSES**

During Subrecipient's performance of work under this Agreement, Subrecipient, for itself, its assignees and successors in interest agrees as follows:

18.1 Compliance with Regulations: Subrecipient shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

18.2 Nondiscrimination: Subrecipient, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of

subcontractors, including procurements of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

- 18.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Subrecipient for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Subrecipient of Subrecipient's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 18.4 Information and Reports: Subrecipient shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Subrecipient shall so certify to State, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 18.5 Sanctions for Noncompliance: In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to,
- (a) Withholding of payments to Subrecipient under this Agreement until Subrecipient complies, and/or
  - (b) Cancellation, termination or suspension of this Agreement, in whole or in part.
- 18.6 Incorporation of Provisions: Subrecipient shall include all FTA certifications in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. Subrecipient shall take such action with respect to any subcontract or procurement as State or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Subrecipient may request State enter into such litigation to protect the interests of State, and in addition, Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

#### **SECTION 19. NEBRASKA PUBLIC RECORDS ACT**

This Agreement is made subject to the terms of the Nebraska Public Records Act, Neb. Rev Stat. § 84-712 to 84-712.09. If State receives a public records request for documents or information received from Subrecipient, State will make a reasonable effort to notify Subrecipient so that Subrecipient has an opportunity to assert non-disclosure of such requested materials under Nebraska law. Subrecipient understands that State will disclose records



requested in a public records request when ordered to do so by court order or in accordance with the terms of the Nebraska public records laws.

**SECTION 20. STATE'S SOVEREIGN IMMUNITY, CHOICE OF LAW AND JURISDICTION**

Notwithstanding any other provision of this Agreement, Subrecipient understands and agrees that (1) the State of Nebraska is a sovereign State and its authority to contract is therefore subject to limitations by constitution, statute and common law, (2) this Agreement will be interpreted under the laws of the State of Nebraska and it is enforceable only to the extent that it does not violate the constitution and the laws of the State of Nebraska, (3) any action to enforce the provisions of this Agreement must be brought in the appropriate forum in the State of Nebraska, (4) the person signing this Agreement on behalf of State has neither the authority, nor the intention, to waive State's sovereign immunity.

**SECTION 21. COMPLIANCE WITH ALL LAWS**

Subrecipient shall be responsible for all permits, licenses, and approvals necessary for the execution of this Agreement. Subrecipient shall comply with all applicable local, State, and Federal laws, ordinances, rules, orders and regulations. If Subrecipient is found to have been in violation of any applicable Federal, State, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

**SECTION 22. SEVERABILITY**

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, section or part.

**SECTION 23. COMPLETENESS**

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.



**RESOLUTION**  
**SIGNING OF 5311 PROGRAM AGREEMENT**  
**PI2533**

CITY OF PLAINVIEW  
Resolution No. 728

**Whereas:** City of Plainview in compliance with Nebraska law, Subrecipient has established and is operating, or is interested in establishing and operating, a local transit system of a type that may be eligible for certain State and Federal Transit funding, and;

**Whereas:** FTA Section 5311 funding is available to reimburse local transit expenses or costs generally related to capital, planning and operating costs of a local transit system, including but not limited to more specifically: acquisition of rolling stock (vehicles), facility and vehicle maintenance, payroll, insurance, training and other eligible expenses, and

**Whereas:** City of Plainview as a sub-recipient of Federal and State Aid funding is charged with the responsibility of expending said funds in accordance with Federal and State laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Plainview and Nebraska Department of Transportation wish to enter into a Program Agreement to provide Federal and State funding for Fiscal Year 2026 and 2027 to support rural public transportation services.

**Be It Resolved:** by City of Plainview that:

Following thorough inspection of the NDOT 5311 Program Agreement,

_____	_____
Name	Title

is hereby authorized to sign the attached FY2026/2027 5311 Program Agreement between City of Plainview and Nebraska Department of Transportation.

NDOT Project Number: RPT-M701 (227)

NDOT Control Number: 32171L

NDOT Project Description: 5311 FTA Program Funding

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

The City of Plainview

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

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by Subrecipient this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESS:

CITY OF PLAINVIEW

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**EXECUTED** by State this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager

Master Budget ~ FY2026		FY 2026	5311 Grant Request
Budget Item	Annual	Budget	FY 2026
		Annual	
TV and Radio Marketing	0		-
Printing Services	0		-
General Marketing Services	855		855
Website Development & Maintenance	0		-
Marketing Other	0		-
Marketing Other	0		-
Marketing Other	0		-
<b>Contracted Services</b>			
Accounting Services (Book Keeping and Payroll)	0		-
Attorney Fees	0		-
Misc Other Services	0		-
Audit/Accounting/Bank Fees	0		-
Rental	0		-
Contract Maintenance - Vehicles	267		267
Contract Maintenance - Other	0		-
Contract Maintenance - Other	0		-
Contract Maintenance - Other	0		-
<b>Travel/Conference Fees/Training</b>			
Training (Operations and Administration Staff)	0		-
Conference Fees	0		-
Instate Travel	0		-
Out of State Travel/Manager Training	0		-
Other	0		-
Other	0		-
Other	0		-
<b>Miscellaneous Other</b>			
Inhouse Vehicle Maintenance	0		-
Administrative Fee	0		-
Public Hearing Notices	0		-
Uniforms	0		-
Safety Equipment	0		-
FareBoxes and Small Equipment	0		-
Inhouse Training/Employee Recognition/Workshops	0		-
Bus Stop Maintenance	0		-
Office Supplies	0		-
Memberships	0		-
Drug/Alcohol Testing/Physicals/Background Checks	0		-
Other	0		-
Other	0		-
Other	0		-
Other	0		-
<b>Total Administrative Services</b>	<b>13033</b>		<b>13,033</b>

### OPERATIONS (50% Federal Funded: 25% State Funded)

	Quantity		
Driver Supervisors	0		-
Salary Taxes	0		-
Fringe Benefits (Health, 403(b), 401k)	0		-
Full-time Drivers' Wages	0		-
Salary Taxes	0		-
Fringe Benefits (Health, 403(b), 401k)	0		-
Part-time Drivers Wages	3	20136	20,136
Salary Taxes		2144	2,144
Full-time Dispatcher Wages	0		-
Salary Taxes	0		-
Fringe Benefits (Health, 403(b), 401k)	0		-



Master Budget ~ FY2026	FY 2026	5311 Grant
	Budget	Request
	Annual	FY 2026
Budget Item		

### NON-OPERATING SERVICES (80% Federal Funded: 10% State Fund)

	Quantity		
<u>City Clerk/Admin</u>	1	1213	1,213
Salary Taxes		129	129
Fringe Benefits (Health, 403(b), 401k)		225	225
<u>Bookkeeper</u>	1	637	637
Salary Taxes		68	68
Fringe Benefits (Health, 403(b), 401k)		110	110
<u>Transit Director</u>			-
Salary Taxes			-
<u>Administrative</u>		0	-
Salary Taxes		0	-
Fringe Benefits (Health, 403(b), 401k)		0	-
<u>Marketing/Planning Staff</u>		0	-
Salary Taxes		0	-
Fringe Benefits (Health, 403(b), 401k)		0	-
<u>Accounting Staff</u>		0	-
Salary Taxes		0	-
Fringe Benefits (Health, 403(b), 401k)		0	-
<u>Other Staff</u>		0	-
Salary Taxes		0	-
Fringe Benefits (Health, 403(b), 401k)		0	-
<u>Facility</u>			
Building Lease		0	-
Building Utilities		0	-
Building Maintenance		0	-
Building Other		0	-
Building Other		0	-
Building Other		0	-
Building Other		0	-
<u>Insurance</u>			
Insurance		2406	2,406
Cyber Insurance		0	-
Commercial Auto		0	-
General Liability		0	-
Umbrella/Excess		0	-
Crime Bond		0	-
Workmans Compensation		0	-
Insurance Other		0	-
Insurance Other		0	-
Insurance Other		0	-
<u>Technology Systems</u>			
Dispatch Software Demand Response		5850	5,850
Dispatch Software FlexRoute		0	-
Internet Service		0	-
Vehicle Cameras		0	-
IT Systems		0	-
Phones (LL & Cell)		921	921
2-Way Radios		0	-
Dispatch Vehicle Hardware		0	-
Annual Schedule Software Fee		0	-
Technology Other		0	-
Technology Other		0	-
<u>Marketing/Ads/Promotion</u>			
Vehicle Graphics		350	350

Master Budget ~ FY2026 Budget Item	FY 2026	5311 Grant Request
	Budget	
	Annual	FY 2026
Part-time Dispatcher Wages	0	-
Salary Taxes	0	-
Utility Worker Wages	0	-
Salary Taxes	0	-
Fringe Benefits (Health, 403(b), 401k)	0	-
Janitor/Vehicle Cleaner Wages	0	-
Salary Taxes	0	-
Fringe Benefits (Health, 403(b), 401k)	0	-
Fuel, Lube and Oil	1846	1,846
Other Printed Time Tables	0	-
Misc. Other	0	-
Misc. Other	0	-
Misc. Other	0	-
Misc. Other	0	-
Misc. Other	0	-
Misc. Other	0	-
<b>TOTAL OPERATING</b>	<b>24126</b>	<b>24,126</b>

## FARE REVENUE

Fares		
Demand Response	4659	4,659
Flexroute	0	-
Sponsored	0	-
Other	0	-
Other	0	-
Other	0	-
<b>TOTAL FARES</b>	<b>4659</b>	<b>4,659</b>

## NET PROJECT COST - TOTAL Non-operating + Operating - Fare Revenue

Net Project Costs	32500	32,500
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## STATE AND FEDERAL 5311 REIMBURSEMENT

Federal Section 5311 Funds	20160	20,160
State Funds	6170	6,170
<b>TOTAL FED/STATE FUNDS</b>	<b>26330</b>	<b>26,330</b>
Local Match (Equal State Reimb. + 10% of Veh Cost)	6170	6,170

## LOCAL MATCHING FUNDS

FUNDS AVAILABLE TO USE TOWARDS MATCH NEEDED		
Donations	0	-
General Funds	22754	22,754
County	0	-
County	0	-
County	0	-
County	0	-
County	0	-
City	0	-
City	0	-



Master Budget ~ FY2026		FY 2026	5311 Grant
		Budget	Request
Budget Item	Annual		FY 2026
City	0		-
City	0		-
City	0		-
City	0		-
Foundation	0		-
Foundation	0		-
Foundation	0		-
Foundation	0		-
RTA	0		-
RTA	0		-
Other	0		-
Other	0		-
Other	0		-
Other	0		-
Other	0		-
Other	0		-
Medicaid	0		-
Medicaid	0		-
Medicaid	0		-
<b>MATCH Funds Available</b>	<b>22754</b>		<b>22,754</b>



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## An Agreement for the Provision of Limited Professional Services

Design  
Professional Firm: MILLER & ASSOCIATES,  
CONSULTING ENGINEERS, P.C.  
1111 Central Avenue  
Kearney, NE 68847  
(hereinafter called CONSULTANT)

Client: CITY OF PLAINVIEW  
209 West Locust  
PO Box 757  
PLAINVIEW, NE 68769  
(hereinafter called CLIENT or CITY)

Date: June 10, 2025

Project No. 351-D1-

**PROJECT NAME/LOCATION:** Effluent Discharge Improvements in Plainview, Nebraska. The project includes Design, Permitting, Bidding and Construction Services for effluent pumping facilities, piping, Nebraska Highway 13 Crossing, from Existing Lagoon Wastewater Treatment Facility and crossing Nebraska Hwy 13 to existing private center pivot irrigation pumping facilities in the SW ¼ of Section 3, T27N, R4W in Pierce County. This project is based on the November 10, 2024 Ammonia Options Report submitted and approved by NDEE. The estimated cost for the project is \$800,000. Funding is anticipated to be local dollars and compliance with state and federal requirements such as Davis Bacon, AIS and BABA are not included with the Scope.

**SCOPE/INTENT AND EXTENT OF SERVICES:** CONSULTANT shall perform the following services:

**Phase I – Effluent Discharge Improvements, Design & Bidding Services:** CONSULTANT shall:

- a) Review existing mapping and drawings from existing wastewater treatment lagoons, and proposed discharge piping route to proposed connection with private center pivot irrigation system.
- b) Complete topographic survey of project location and proposed discharge piping route.
- c) Design and prepare bidding documents and specifications for submittal to Nebraska Department of Environment and Energy for regulatory approval.
  - 1) Design effluent discharge piping and pumps at existing finishing wastewater lagoon.
  - 2) Design of piping from effluent discharge location to connection location of private center pivot irrigation system.
  - 3) Prepare and submit County ROW permit to locate discharge piping in County ROW.
  - 4) Prepare and Submit Applications to Occupy/Cross Right-of-Way to the Nebraska Department of Transportation for State Highway 13.
  - 5) Prepare and submit County Right-of-Way permits (if needed)
  - 6) Specify required effluent pumps, piping, casing for Highway crossing, connection to existing center pivot irrigation system to complete a functioning system for land application of effluent.
  - 7) Preparation of Stormwater Pollution Prevention Plan as ground disturbance expected to encompass more than 1-acre

**EXCLUDED SERVICES:** The following services are not included in the scope of work, and (if requested) will be considered Additional Services:

1. Negotiations with private landowner for connection to existing center pivot irrigation system and land application of wastewater effluent.
2. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Rebidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.
3. Geotechnical Report, related to subsurface investigations.
4. Any and all permit or review fees shall be the responsibility of the Client.
5. Applications for Federal/State Assistance.
6. Compliance with funding agencies if grants or loans are sought.

Offered by:

Chris A Miller 6/10/25  
signature date

Chris A. Miller, P.E.

printed name/title

Miller & Associates,  
Consulting Engineers, P.C.  
CONSULTANT

Accepted by:

signature

date

City of Plainview  
CLIENT

**The General Terms and Conditions on the following pages are a part of this Agreement**



## GENERAL TERMS AND CONDITIONS

### **Consultant Responsibilities**

**STANDARD OF CARE:** Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

**CODE COMPLIANCE:** Consultant shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to Consultant at the time services are provided. Client acknowledges that the requirements of the federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations and requirements.

**COST EVALUATION:** Evaluations of Client's budget for the Cost of the Work, the preliminary opinions of the Cost of the Work, and updated opinions of the Cost of the Work prepared by Consultant, represent Consultant's judgment as a design professional. It is recognized, however, that neither Consultant nor Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Cost of the Work or from any opinion of the Cost of the Work or evaluation prepared or agreed to by Consultant.

**DELIVERABLES (PER SCOPE OF SERVICES):** Consultant shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

### **Client Responsibilities**

**PROJECT SCOPE AND BUDGET:** Client shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the Cost of the Work. The Project budget shall include contingencies for design development and, when required by the scope of the Project, construction of the project. Client shall not significantly increase or decrease the overall Project scope, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of Consultant to a corresponding change in the Project scope, quality, schedule, and compensation of Consultant.

**DESIGNATED CLIENT REPRESENTATIVE:** Client shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. The Client or its Designated Representative shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services and Project schedule.

**ACCESS TO SITE:** Unless otherwise stated, Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

**CLIENT PROVIDED SERVICES AND INFORMATION:** Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project. In addition, Client shall furnish the services of design professionals other than those designated as the responsibility of Consultant in this Agreement or authorize Consultant to furnish them as an Additional Service, when Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

Consultant shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Client, its Designated Representative, and Client's Consultants. Consultants shall have no responsibility for the technical content of Client's, its Designated Representative's, and Client's Consultants' services and information but shall provide prompt written notice to Client if Consultant becomes aware of any error, omission, or inconsistency in such services or information.

**CONSTRUCTION CONTRACTS & RESPONSIBILITIES:** When applicable to the scope of the Project, Client shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work") utilizing a construction contract based on General Conditions of the Contract for Construction. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

Client understands and acknowledges that (1) Consultant has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

**CLIENT'S REDUCTION OF SCOPE OF SERVICES:** If Client elects to terminate, modify, or reduce any portion of Consultant's Services under this Agreement, Client shall indemnify and hold Consultant and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Consultant did not provide or in which Consultant did not participate.

### **General Provisions**

**LIMITATION OF DAMAGES:** The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither Consultant, Consultant's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to Client in excess of compensation to be paid pursuant to the Agreement, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

**OWNERSHIP OF DOCUMENTS:** All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultants shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of construction, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expense, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

**USE OF CONSULTANT-PROVIDED INFORMATION:** The information provided by Consultant is intended for the exclusive use of Client for the Scope of Services defined herein and is not to be transmitted for the use of any other party nor used for any other project. Client agrees to defend, indemnify, and hold Consultant harmless from any claims, costs, and expenses, including attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of Consultant-provided information, or transmission by Client to others of the information resulting from Consultant's Scope of Services.



**MUTUAL INDEMNIFICATION:** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that both the Consultant and Client has no duty to defend the other from and against any claims, causes of action, or proceedings of any kind.

**MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** Consultant and Client waive consequential damages (such as lost profits, lost revenue, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligation.

**DISPUTE RESOLUTION:** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a session as a condition precedent to mediation.

Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, The method of binding dispute resolution shall be Litigation in a court of competent jurisdiction.

**HAZARDOUS MATERIALS:** Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials or toxic substances in any form located on the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in the manner that will not adversely affect the health of any person and comply with applicable governmental laws and regulations. Client shall indemnify and hold Consultant harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for Consultant as mutually agreed by the parties.

**EXISTING CONDITIONS:** Documents prepared by Consultant will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Consultant without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.

**DISCLAIMER OF THIRD-PARTY RELIANCE:** Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or Consultant.

**GOVERNING LAW:** This Agreement for Professional Services shall be governed by, and performed in compliance with the laws of the state where the Project is located. Any mediation or litigation will reside in Nebraska.

**ASSIGNMENT:** Client and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the Agreement. Neither Client nor Consultant shall assign the Agreement without the written consent of the other, except that Client may assign this Agreement to a lender providing financing for the Project, provided that all monies owed Consultant are paid prior to the date of assignment.

**PROJECT SCHEDULE :** In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or direct failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in violation of this Agreement due to such delays.

**BILLING/PAYMENTS:** Invoices for the Consultant's services shall be submitted, at the Consultant's option, either between completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers (if any) shall be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**SUSPENSION AND TERMINATION:** In the event of suspension of Services, as outlined above or for any other reason beyond Consultant's control, Consultant will have no liability to Client for delay or damage resulting from such suspension. Prior to resuming Services, Consultant shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Consultant's fees for remaining Services and associated time schedules will also be equitably adjusted.

The Agreement may be terminated for cause after a ten (10) day cure period by either party or for convenience with written notice by Client. Upon termination, all invoices presented by Consultant for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable. In the event of termination for convenience, Client shall pay to Consultant a termination fee of ten percent (10%) of fees not yet earned.

#### **MISCELLANEOUS REQUESTS**

In the event Consultant is requested by Client to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Consultant is not a party, Client shall reimburse Consultant for reasonable costs incurred in responding and compensate Consultant at its then standard rates for reasonable time incurred in gathering information and documentation and attending depositions, hearings, and trial.



(11)

## INTERLOCAL COOPERATION AGREEMENT FOR THE PAVING OF LINCOLN AVENUE IN PLAINVIEW

This Agreement is made by and between Plainview Public Schools (hereinafter the "School") and the City of Plainview (hereinafter the "City").

WHEREAS, the parties hereto are political subdivisions duly authorized and existing under the laws of the State of Nebraska;

WHEREAS, Lincoln Avenue in Plainview, Nebraska, is generally unpaved east of Main Street and west of Pine Street;

WHEREAS, the parties wish to equally share the cost of paving Lincoln Avenue from Main Street to Pine Street, as well as Pine Street from Lincoln Avenue to Harper Avenue; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.*, the parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of the three communities.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Term. The term of this Agreement shall commence on July 1, 2025, and continue until the completion of the paving project set forth herein and the payment of all sums due from the School.
2. Project. The Project involves the paving of Lincoln Avenue, specifically from the point east of Main Street where the pavement currently ends, extending to Pine Street. The Project also involves the paving of Pine Street from Lincoln Avenue to Harper Avenue. The Project is formally identified as Project No. 351-A1-004. The current bid amount for this Project is \$875,041.50, with NLC, LLC identified as the contractor. The scope of work for the Project includes the approved engineering plans, specifications, and contractor bid documents for Project No. 351-A1-004.
3. Financial Provisions and Cost Allocation.
  - a. *Total Project Cost*: The total cost of the Project is currently estimated to be \$875,041.50, but the parties acknowledge that the cost may be increased due to change orders and other costs associated with the Project.
  - b. *Cost Allocation*: The City and the School agree to evenly split the total Project cost, which shall include the cost of any change orders, engineering fees, or any other cost reasonably related to the Project
  - c. *Payment Terms*: Payments for the Project shall be made by the City to the contractor, NLC, LLC, upon invoice, with progress payments as work is completed. The School shall reimburse the City for its 50% share of approved invoices within thirty (30) days of receipt of an invoice from the City. Final payment from both parties shall be contingent upon the successful completion and acceptance of the Project.

4. Roles and Responsibilities.

- a. *Lead Agency:* The City of Plainview shall serve as the lead agency for the Project.
- b. *City Responsibilities:* As the lead agency, the City shall be responsible for:
  - i. Overall Project oversight.
  - ii. Management of the contractor, NLC, LLC, including overseeing their work and ensuring compliance with Project specifications.
  - iii. Processing invoices from the contractor and managing disbursements.
  - iv. Acting as the central point of contact for Project updates and external communication.
  - v. Assuming sole responsibility for future maintenance, repair, and potential replacement of the paved section of Lincoln Avenue upon Project completion.
- c. *School District Responsibilities:* The School District shall be responsible for:
  - i. Reviewing progress reports and approving invoices for its share of payments.
  - ii. Collaborating with the City on any significant Project decisions or changes.
  - iii. Providing its allocated share of funds in a timely manner as specified in Section 3 above.
- d. *Administrator:* The City Administrator shall serve as the administrator responsible for overseeing the joint undertaking on behalf of both parties.

5. Budget. All budgeting under this Agreement shall be completed by the City.

6. Title of Property and Disposal of Property at Termination. Any property acquired in furtherance of this Agreement shall be titled in the name of the City and shall be the property of the City at the termination of this Agreement.

7. No Tax. No additional tax shall be levied, collected, or accounted under this Agreement.

8. No Entity. No separate legal or administrative entity will be created hereunder.

9. Severability. It is understood and agreed by the parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal, void, or in conflict with any law of the State of Nebraska or the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, condition or provisions held to be illegal and/or invalid.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PLAINVIEW PUBLIC SCHOOLS

BY: \_\_\_\_\_  
President of the School Board

Attest:

\_\_\_\_\_  
Secretary



CITY OF PLAINVIEW, NEBRASKA

BY:

\_\_\_\_\_  
Mayor

Attest:

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