ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF MEETING
OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF DAVID CITY, NEBRASKA

The undersigned members of the governing body of the City of David City, Nebraska, hereby acknowledge receipt of advance notice of a regular meeting of said body and the agenda for such meeting to be held at 7:00 o'clock p.m. on the **12th day of November**, in the **meeting room of the City Office, 490 "E" Street, David City, Nebraska**. The Mayor and City Council reserve the right to enter into a closed session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be stated on the agenda.

This agenda for public inspection is available on our website at www.davidcityne.com and may be modified up to twenty-four hours prior to the opening of the meeting.

Dated this .

AGENDA AS FOLLOWS:

1. Roll Call;
2. Pledge of Allegiance;
3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules;
4. Minutes of the October 28, 2026, meeting of the Mayor and City Council;
5. Approval of Claims;
6. Committee and Officer Reports;
    - Butler County Development Board - October 29, 2026
    - Park and Recreation Advisory Board - October 21, 2026
    - Tree Board - Meeting Thursday, November 12, 2026 at 6 p.m.
    - Downtown Revitalization Committee - October 21, 2026
    - Board of Zoning Adjustment - pending reschedule of meeting
    - Housing Authority - Annual Report
    - Library Board - November 9, 2026
    - Destination David Creative District - Meeting Thursday, November 12, 2026 at 4 p.m.
7. Introduction of New Employee - Stevie Andreasen
8. Consider authorization to remove balance on account deemed uncollectible;*
9. Consider Pay Application No. 1 in the amount of $382,364.55 and Pay Application No. 2 in the amount of $184,007.88 to Struck and Irwin Paving for the David City Municipal Airport Runway Improvements;*
10. Consider Ordinance No. 1546 amending the David City Municipal Code to align with Nebraska State Law for removal of Officers and Police Officers;*
11. Consider Ordinance No. 1547 amending the David City Municipal Code to require a mayoral candidate be a resident at the time of filing for candidacy;*
12. Consider Ordinance No. 1548 correcting a scrivener's error on the Official Zoning Map of the City of David City, Butler County, Nebraska;*

13. Consider the Infrastructure Improvement Contribution Agreement with Nebraska Dairy;*
14. Consider Second Amendment to Mutual Aid Interlocal Cooperation Agreement;*
15. Consider quotes for update of server;*
16. Consider taking sealed bids for a pay loader and snow blower for the pay loader (Street Dept./Wastewater);*
17. Consider advertising for bids for roof sealing or roof replacement on the astro building;*
18. Consider the appointment of Raiko Martinez as City Administrator;*
19. Consider allocating $500,000 from the local sales tax fund to the Veterans Memorial Park Project;*
20. Consider using Paycom for Payroll;*
21. Consider quotes for Cyber Security Insurance;*
22. Consider health insurance for the city employees;*
23. Consider update of Union Agreement;*
24. Discussion of Downtown Lighting Project;*
25. Closed session regarding Veenstra & Kimm litigation, and Termination Agreement with Henningsen Foods, Inc.;
26. Adjourn;

Mayor Jessica J. Miller	Council President Bruce L. Meysenburg
Council Member Jeremy W. Abel	Council Member James L. Angell
Council Member Rick L. Holland	Council Member Kevin E. Woita
Council Member Keith A. Marvin	City Clerk – Treasurer Lori M. Matchett

CITY COUNCIL PROCEEDINGS
October 28, 2026

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office, 490 E Street, David City, Nebraska. The Public had been advised of the meeting by posting in four places (City Office, U.S. Post Office, Butler County Courthouse, and Hruska Public Library). The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Jessica Miller, Council Members Keith Marvin, Bruce Meysenburg, Rick Holland, Jeremy Abel, Jim Angell, Kevin Woita, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, Police Chief Marla Schnell, Deputy Clerk Rachel Kahnk and City Clerk – Treasurer Lori Matchett. City Attorney David Levy and Ethan Joy of JEO Consulting Group attended via zoom.

Also present were: Marlene and Nick Hein, Doug Rix, Beth Klosterman, Deb Dinkelman, Tim Piper and Scott Hedrick of Nebraska Dairy Products.

The meeting opened with the Pledge of Allegiance.

Mayor Jessica Miller informed the public of the "Open Meetings Act" posted on the west wall of the meeting room and asked those present to please silence their cell phones. Mayor Miller read the speaking guidelines for the City Council meeting. She also reminded the public that if they speak tonight in front of the Council, they must state their name and address for the record.

Council Member Jim Angell made a motion to approve the minutes of the October 14, 2026, meeting of the Mayor and City Council, as presented. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council discussed and considered Pay Application No. 31 to BRB Contractors in the amount of $99,230.47 for the Wastewater Treatment Facility Project.

Ethan Joy with JEO Consulting Group addressed the Council and reported that the project was nearing completion, with primary grading and other remaining work outstanding. Recent wet weather conditions had delayed completion of some of the remaining work.

Ethan Joy explained that BRB had contacted JEO shortly before the meeting requesting a reduction in the contractual retainage from 5% to 4%. The City was currently holding more than $900,000 in retainage, and the contractor requested the reduction due to the limited amount of work remaining on the project.

The original Pay Application No. 21, calculated with 5% retainage, totaled $99,230.47. Reducing the retainage to 4% would increase the requested payment to $280,122.70.

Ethan Joy stated that JEO had no objection to the proposed reduction, noting that BRB had performed satisfactorily and was working toward project completion.

City Attorney David Levy explained that Council could waive the contractual retainage provision through formal action without requiring a change order. However, he recommended that any approval clearly establish that a reduction at this time would not obligate the City to approve similar requests in the future.

City Administrator Alan Zavodny expressed concern that the revised payment amount differed substantially from the amount published on the meeting agenda. He recommended that Council consider the retainage reduction at a future meeting to allow the revised request to be properly presented.

Council discussed the remaining project work, the substantial retainage already being held, and the importance of ensuring completion of all outstanding items. Following discussion, Council expressed support for approving the original payment amount and reconsidering the contractor's request to reduce retainage at the next meeting.

Council Member Keith Marvin made a motion to approve Pay Application No. 31 to BRB Contractors in the amount of $99,230.47, maintaining the contractual 5% retainage, and to have the contractor's request to reduce retainage to 4% brought back for consideration at the next City Council Meeting. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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Contractor's Application for Payment

Owner:	City of David City	**Owner's Project No.:**	
Engineer:	JEO Consulting Group, Inc.	**Engineer's Project No.:**	251034.00
Contractor:	BRB Contractors, Inc.	**Contractor's Project No.:**	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		
Application No.:	31	**Application Date:**	10/26/2026
Application Period:	From 8/26/2026	to	10/26/2026

1. Original Contract Price					$ 16,882,000.00
2. Net change by Change Orders					$ 1,479,151.17
3. Current Contract Price (Line 1 + Line 2)					$ 18,361,151.17
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)					$ 18,180,123.35
5. Retainage					
a.	5%	X	$ 18,180,123.35	Work Completed =	$ 909,006.17
b.	5%	X	$ -	Stored Materials =	$ -
c. Total Retainage (Line 5.a + Line 5.b)					$ 909,006.17
6. Amount eligible to date (Line 4 - Line 5.c)					$ 17,271,117.18
7. Less previous payments (Line 6 from prior application)					$ 17,171,886.71
8. Amount due this application					$ 99,230.47
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)					$ 1,090,033.99

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: BRB Contractors, Inc.

Signature: Signed by: [signature] **Date:** 10/29/2026

Recommended by Engineer		Approved by Owner	
By:	DocuSigned by: [signature]	**By:**	Signed by: [signature]
Title:	Project Manager	**Title:**	Mayor
Date:	10/29/2026	**Date:**	10/30/2026
Approved by Funding Agency			
By:	N/A	**By:**	N/A
Title:		**Title:**	
Date:		**Date:**	

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Contractor:	BRB Contractors, Inc.	**Contractor's Project No.:**	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

Application No.: 31 **Application Period:** From 08/26/26 to 10/26/26 **Application Date:** 10/26/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
			Original Contract					
	GENERAL SITEWORK					-		-
1	Mobilize	$ 750,000.00	750,000.00			750,000.00	100%	-
2	Bonds and Insurance	$ 180,000.00	180,000.00			180,000.00	100%	-
3	SWPP Items	$ 25,000.00	24,500.00	500.00		25,000.00	100%	-
4	Site Clearing	$ 30,000.00	30,000.00			30,000.00	100%	-
5	12" & 16" Forcemain Piping	$ 300,000.00	300,000.00			300,000.00	100%	-
6	Other Piping/Valves	$ 1,395,000.00	1,296,000.00	99,000.00	-	1,395,000.00	100%	-
7	Precast Manholes	$ 65,000.00	65,000.00			65,000.00	100%	-
8	Instrumentation & Control	$ 50,000.00	50,000.00			50,000.00	100%	-
9	Electrical/Generator Work	$ 125,000.00	125,000.00			125,000.00	100%	-
	HEADWORKS BUILDING		-			-		-
10	Excavation & Backfill	$ 150,000.00	150,000.00			150,000.00	100%	-
11	Concrete Base Structure	$ 500,000.00	500,000.00			500,000.00	100%	-
12	Concrete Walls Structure	$ 1,207,000.00	1,207,000.00			1,207,000.00	100%	-
13	Concrete Floor/Deck Structure	$ 350,000.00	350,000.00			350,000.00	100%	-
14	Misc. Metals Furnish/Install	$ 50,000.00	50,000.00			50,000.00	100%	-
15	Masonry Above Structure	$ 225,000.00	225,000.00			225,000.00	100%	-
16	Doors & Windows Furnish/Install	$ 65,000.00	65,000.00			65,000.00	100%	-
17	Roof Trusses Furnish/Install	$ 45,000.00	45,000.00			45,000.00	100%	-
18	Standing Seam Roof & Specialties	$ 100,000.00	100,000.00			100,000.00	100%	-
19	Slide Gates Furish/Install	$ 100,000.00	100,000.00			100,000.00	100%	-
20	Bar Screen Furnish/Install	$ 200,000.00	200,000.00			200,000.00	100%	-
21	Grit Equipment, Valves, Flumes Furnish/Install	$ 1,300,000.00	1,300,000.00			1,300,000.00	100%	-
22	Parshall Flume	$ 10,000.00	10,000.00			10,000.00	100%	-
23	Indoor Sampler	$ 20,000.00	20,000.00			20,000.00	100%	-
24	Painting Structure	$ 40,000.00	40,000.00			40,000.00	100%	-
25	Instrumentation & Control Work	$ 950,000.00	950,000.00			950,000.00	100%	-
26	Mechanical Work (both buildings)	$ 270,000.00	267,000.00	3,000.00		270,000.00	100%	-
27	Electrical Work	$ 700,000.00	700,000.00			700,000.00	100%	-
	AGP FLUME NO. 20		-			-		-
28	Excavation & Backfill	$ 15,000.00	15,000.00			15,000.00	100%	-
29	Concrete Base	$ 20,000.00	20,000.00			20,000.00	100%	-
30	Concrete Walls	$ 42,000.00	42,000.00			42,000.00	100%	-
31	Misc. Metals Furnish/Install	$ 10,000.00	10,000.00			10,000.00	100%	-
32	Equipment Flume Install	$ 15,000.00	15,000.00			15,000.00	100%	-
	INFLUENT PUMP STATION		-			-		-

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Contractor:	BRB Contractors, Inc.	**Contractor's Project No.:**	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

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			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
33	Excavation & Backfill	$ 160,000.00	160,000.00			160,000.00	100%	-
34	Concrete Base	$ 50,000.00	50,000.00			50,000.00	100%	-
35	Concrete Walls	$ 327,000.00	327,000.00			327,000.00	100%	-
36	Concrete Roof	$ 100,000.00	100,000.00			100,000.00	100%	-
37	Misc. Metals Funish/Install	$ 50,000.00	50,000.00			50,000.00	100%	-
38	Furnish & Install Pumps	$ 525,000.00	525,000.00			525,000.00	100%	-
39	Furnish & Install Jib Crane & Foundation	$ 50,000.00	50,000.00			50,000.00	100%	-
40	Painting Work	$ 35,000.00	35,000.00			35,000.00	100%	-
41	Electrical Work	$ 50,000.00	50,000.00			50,000.00	100%	-
	NEW SBR STRUCTURE		-			-		-
42	Excavation & Backfill	$ 350,000.00	350,000.00			350,000.00	100%	-
43	SBR Concrete Base Sections	$ 520,000.00	520,000.00			520,000.00	100%	-
44	SBR Concrete Wall Sections	$ 1,261,000.00	1,261,000.00			1,261,000.00	100%	-
45	SBR Basin Equipment Aeration	$ 1,000,000.00	1,000,000.00			1,000,000.00	100%	-
46	SBR Basin Equipment Pumps	$ 50,000.00	50,000.00			50,000.00	100%	-
47	Misc. Metals Furnish/Install	$ 40,000.00	40,000.00			40,000.00	100%	-
48	Painting Work	$ 15,000.00	15,000.00			15,000.00	100%	-
49	Electrical Work	$ 50,000.00	50,000.00			50,000.00	100%	-
	BLOWER BUILDING MODIFICATIONS		-			-		-
50	Concrete Floor/Wall Demolition	$ 15,000.00	15,000.00			15,000.00	100%	-
51	Excavation & Backfill	$ 15,000.00	15,000.00			15,000.00	100%	-
52	New Concrete Floor and Blower Bases	$ 35,000.00	35,000.00			35,000.00	100%	-
53	New Masonry Wall/Misc. Infill	$ 7,500.00	7,500.00			7,500.00	100%	-
54	Furnish & Install Doors	$ 7,500.00	7,500.00			7,500.00	100%	-
55	Funish & Install New/Existing SBR Blowers	$ 400,000.00	400,000.00			400,000.00	100%	-
56	Painting Work	$ 20,000.00	20,000.00			20,000.00	100%	-
57	Instrumentation & Control Work	$ 150,000.00	150,000.00			150,000.00	100%	-
58	Electrical Work	$ 100,000.00	100,000.00			100,000.00	100%	-
	EXISTING SBR BASIN MODIFICATIONS		-			-		-
59	Remove Existing Equipment & Piping	$ 50,000.00	50,000.00			50,000.00	100%	-
60	Existing SBR Basin Equipment Aeration	$ 1,000,000.00	1,000,000.00			1,000,000.00	100%	-
61	Existing SBR Basin Equipment Pumps	$ 50,000.00	50,000.00			50,000.00	100%	-
62	Misc. Metals Furnish/Install	$ 40,000.00	40,000.00			40,000.00	100%	-
63	Construct New SBR Splitter Box	$ 174,000.00	174,000.00			174,000.00	100%	-
64	Painting Work	$ 20,000.00	20,000.00			20,000.00	100%	-
65	Electrical Work	$ 50,000.00	50,000.00			50,000.00	100%	-
	STORAGE BUILDING		-			-		-

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Engineer:	JEO Consulting Group, Inc.	**Engineer's Project No.:**	251034.00
Contractor:	BRB Contractors, Inc.	**Contractor's Project No.:**	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

Application No.: 31 **Application Period:** From 08/26/26 to 10/26/26 **Application Date:** 10/26/26

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			Work Completed					
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66	Excavation & Backfill	$ 35,000.00	35,000.00			35,000.00	100%	-
67	Building Drainage Piping & Oil Seperator	$ 40,000.00	40,000.00			40,000.00	100%	-
68	Concrete Foundations	$ 40,000.00	40,000.00			40,000.00	100%	-
69	Concrete Floor	$ 56,000.00	56,000.00			56,000.00	100%	-
70	New Building Walls and Roof	$ 270,000.00	270,000.00			270,000.00	100%	-
71	Doors & Windows	$ 40,000.00	40,000.00			40,000.00	100%	-
72	Painting Work	$ 30,000.00	25,000.00	5,000.00		30,000.00	100%	-
73	Electrical Work	$ 75,000.00	75,000.00			75,000.00	100%	-
	DEMO EXISTING HEADWORKS BUILDING		-			-		-
74	Demolition of Existing Building Complete	$ 30,000.00	30,000.00			30,000.00	100%	-
	CLOSEOUT		-			-		-
75	Site Grading	$ 25,000.00	20,000.00	3,000.00		23,000.00	92%	2,000.00
76	SBR/Storage Building Sidewalks	$ 25,000.00	20,000.00	2,000.00		22,000.00	88%	3,000.00
77	Concrete Paving	$ 20,000.00	10,000.00	10,000.00		20,000.00	100%	-
78	Seeding & Mulch	$ 15,000.00	-			-	0%	15,000.00
79	Crushed Rock Surfacing Roads	$ 80,000.00	15,000.00	30,000.00		45,000.00	56%	35,000.00
80	Fence & Gate System	$ 30,000.00	10,000.00	20,000.00		30,000.00	100%	-
	Original Contract Totals	**$ 16,882,000.00**	**$ 16,654,500.00**	**$ 172,500.00**	**$ -**	**$ 16,827,000.00**	**100%**	**$ 55,000.00**

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
	Change Orders							
1	Misc Submittals and Deducts	$ 39,532.11	39,532.11			39,532.11	100%	-
2	Headworks Stabilization Rock	$ 133,342.31	133,342.31			133,342.31	100%	-
3	Temporary Bypass Lane	$ 105,656.02	105,656.02			105,656.02	100%	-
4	Headworks Building Deducts	$ (9,951.85)	(9,951.85)			(9,951.85)	100%	-
5	Misc Modifications	$ 112,629.23	112,629.23			112,629.23	100%	-
6	SBR Stabilization Rock, OVH Door & Surge Relief Valves	$ 220,266.68	220,266.68			220,266.68	100%	-
7	Headworks & Storage HVAC, SBR Air Piping	$ 135,701.87	135,701.87			135,701.87	100%	-
8	WCD 10-13, 16-18: Electrical, Grading, HVAC, HW Ceiling	$ 557,215.22	550,000.00	7,215.22		557,215.22	100%	-
9	WCDs: 1, 15, 20-23, 26-27, 29-30 Misc	$ 37,790.74	37,790.74			37,790.74	100%	-
10	WCD 25 - Headworks Slide Gate	$ 80,262.53				-	0%	80,262.53
11	Hydrant Line Revision	$ 20,941.02	13,000.00	7,941.02		20,941.02	100%	-
12	Blower Approach Drainage and Entrance Deduct	$ 27,150.29				-	0%	27,150.29
13	Electrical Modifciations	$ 18,615.00				-	0%	18,615.00
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Change Order Totals	**$ 1,479,151.17**	**$ 1,337,967.11**	**$ 15,156.24**	**$ -**	**$ 1,353,123.35**	**91%**	**$ 126,027.82**
	Original Contract and Change Orders							
	Project Totals	**$ 18,361,151.17**	**$ 17,992,467.11**	**$ 187,656.24**	**$ -**	**$ 18,180,123.35**	**99%**	**$ 181,027.82**

Stored Materials Summary — **Contractor's Application for Payment**

Owner:	City of David City
Engineer:	JEO Consulting Group, Inc.
Contractor:	BRB Contractors, Inc.
Project:	David City Wastewater Treatment Facility Improvements
Contract:	David City Wastewater Treatment Facility Improvements

Owner's Project No.:	
Engineer's Project No.:	251034.00
Contractor's Project No.:	NE3DAV

Application No.: 31 — Application Period: From 08/26/26 to 10/26/26 — Application Date: 10/26/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G + H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J + K) ($)	Materials Remaining in Storage (I - L) ($)
	105795-1		Aqua Aerobics Down Payment			261,353.50		261,353.50	261,353.50		261,353.50	-
	50026177578		Rebar			19,091.30		19,091.30	19,091.30		19,091.30	-
	50026159555		Rebar			28,359.32		28,359.32	28,359.32		28,359.32	-
	50026147392		Rebar			26,753.09		26,753.09	26,753.09		26,753.09	-
	50026147072		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	50026147071		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	50026114832		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	50026127187		Rebar			22,299.72		22,299.72	22,299.72		22,299.72	-
	50026303876		Rebar			30,145.37		30,145.37	30,145.37		30,145.37	-
	0755219-1		Polywrap			1,964.40		1,964.40	1,964.40		1,964.40	-
	755226		Polywrap			420.00		420.00	420.00		420.00	-
	755219		Polywrap			3,170.72		3,170.72	3,170.72		3,170.72	-
	27693		HME Shop Drawings			6,675.00		6,675.00	6,675.00		6,675.00	-
	50026415841		Rebar			17,736.06		17,736.06	17,736.06		17,736.06	-
	50026367581		Rebar			26,960.24		26,960.24	26,960.24		26,960.24	-
	50026337203		Rebar			26,014.37		26,014.37	26,014.37		26,014.37	-
	50026192138		Rebar			18,469.82		18,469.82	18,469.82		18,469.82	-
	94020		SBR Wall Valves			76,643.95		76,643.95	76,643.95		76,643.95	-
	755902		Ductile Iron Pipe			18,451.18		18,451.18	18,451.18		18,451.18	-
	755171		Project Manager			15,132.60		15,132.60	15,132.60		15,132.60	-
	50026489471		Rebar			650.00		650.00	650.00		650.00	-
	50026599911		Rebar			5,675.00		5,675.00	5,675.00		5,675.00	-
	50026604462		Rebar			2,179.06		2,179.06	2,179.06		2,179.06	-
			Concrete Expansion Joints			5,892.80		5,892.80	5,892.80		5,892.80	-
	105795-2		Aqua Aerobics - Second Payment			522,707.00		522,707.00	522,707.00		522,707.00	-
	0756281-2		Ductile Iron Pipe and Accessories			1,975.74		1,975.74	1,975.74		1,975.74	-
	0756281-1		Ductile Iron Pipe and Accessories			10,440.99		10,440.99	10,440.99		10,440.99	-
	757833		24" PVC Pipe			83,203.12		83,203.12	-	83,203.12	83,203.12	-
	0755902-1		Ductile Iron Pipe and Accessories			21,275.08		21,275.08	21,275.08		21,275.08	-
	757699		Ductile Iron Pipe and Accessories			622.71		622.71	622.71		622.71	-
	755893		Ductile Iron Pipe and Accessories			22,446.17		22,446.17	22,446.17		22,446.17	-
	756281		Ductile Iron Pipe and Accessories			5,056.44		5,056.44	5,056.44		5,056.44	-
	94511		Butterfly Valves and Accessories			128,612.31		128,612.31	128,612.31		128,612.31	-
	94275		Air Release Valves			7,803.31		7,803.31	7,803.31		7,803.31	-
	27920		HME Shop Drawings			20,025.00		20,025.00	20,025.00		20,025.00	-
	0174120-IN		Hatches and Crane Equipment			30,750.00		30,750.00	30,750.00		30,750.00	-
	0756281-3		Ductile Iron Pipe and Accessories			3,181.29		3,181.29	3,181.29		3,181.29	-
	2022-113		Electrical Stored Materials			36,633.43		36,633.43	36,633.43		36,633.43	-
	759894		Ductile Iron Forcemain Pipe			184,557.08		184,557.08	184,557.08		184,557.08	-
	94711		Valves			116,428.37		116,428.37	116,428.37		116,428.37	-
	0755902-2		Ductile Iron Pipe			23,676.17		23,676.17	23,676.17		23,676.17	-
	50027906312		Rebar			27,202.03		27,202.03	27,202.03		27,202.03	-
	50027701696		Rebar			2,573.98		2,573.98	2,573.98		2,573.98	-
	50027633543		Rebar			14,510.75		14,510.75	14,510.75		14,510.75	-
	50027614897		Rebar			20,282.00		20,282.00	20,282.00		20,282.00	-
	95073		Gates/Valves/Flumes			10,622.32		10,622.32	10,622.32		10,622.32	-
	94913		Gates/Valves/Flumes			135,104.83		135,104.83	135,104.83		135,104.83	-
	0759894-2		Ductile Iron Pipe			89,965.26		89,965.26	89,965.26		89,965.26	-
	0759894-1		Ductile Iron Pipe			48,516.80		48,516.80	48,516.80		48,516.80	-
	760997		Ductile Iron Pipe			30,341.68		30,341.68	30,341.68		30,341.68	-

Stored Materials Summary — **Contractor's Application for Payment**

Owner:	City of David City
Engineer:	JEO Consulting Group, Inc.
Contractor:	BRB Contractors, Inc.
Project:	David City Wastewater Treatment Facility Improvements
Contract:	David City Wastewater Treatment Facility Improvements
Owner's Project No.:	
Engineer's Project No.:	251034.00
Contractor's Project No.:	NE3DAV

Application No.: 31 — Application Period: From 08/26/26 to 10/26/26 — Application Date: 10/26/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G + H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J + K) ($)	Materials Remaining in Storage (I - L) ($)
	0757692-1		Ductile Iron Pipe			6,545.67		6,545.67	6,545.67		6,545.67	-
	757692		Ductile Iron Pipe			34,436.37		34,436.37	34,436.37		34,436.37	-
	8635424-01		Electrical Stored Materials			1,893.10		1,893.10	1,893.10		1,893.10	-
	8653766-00		Electrical Stored Materials			1,344.01		1,344.01	1,344.01		1,344.01	-
	8635424-00		Electrical Stored Materials			1,029.30		1,029.30	1,029.30		1,029.30	-
	8651280-00		Electrical Stored Materials			249.97		249.97	249.97		249.97	-
	8602508-01		Electrical Stored Materials			5,846.58		5,846.58	5,846.58		5,846.58	-
	8602508-02		Electrical Stored Materials			18,107.44		18,107.44	18,107.44		18,107.44	-
	8634948-00		Electrical Stored Materials			10.92		10.92	10.92		10.92	-
	2022-119		Electrical Stored Materials			5,915.24		5,915.24	5,915.24		5,915.24	-
	95314		Valves			35,962.26		35,962.26	35,962.26		35,962.26	-
	95296		Valves			5,507.18		5,507.18	5,507.18		5,507.18	-
	95194		Valves			64,227.99		64,227.99	64,227.99		64,227.99	-
	0760997-1		Embedded Wall Pipe			10,490.00		10,490.00	10,490.00		10,490.00	-
	761001		Embedded Wall Pipe			10,763.56		10,763.56	10,763.56		10,763.56	-
	759887		Ductile Iron Fittings			14,654.75		14,654.75	14,654.75		14,654.75	-
	0760997-2		Ductile Iron Pipe			18,733.52		18,733.52	18,733.52		18,733.52	-
	50028222134		Headworks Area Rebar			17,661.05		17,661.05	17,661.05		17,661.05	-
	50028559050		Generator Pad Rebar			5,316.85		5,316.85	5,316.85		5,316.85	-
	95460		Valves			9,113.55		9,113.55	9,113.55		9,113.55	-
	765559		Ductile Iron Pipe			11,022.47		11,022.47	11,022.47		11,022.47	-
	765117		Ductile Iron Pipe			95,948.26		95,948.26	95,948.26		95,948.26	-
	764836		Ductile Iron Pipe			22,291.21		22,291.21	22,291.21		22,291.21	-
	764427		Ductile Iron Pipe			2,800.00		2,800.00	2,800.00		2,800.00	-
	0764836-1		Ductile Iron Pipe			9,449.42		9,449.42	9,449.42		9,449.42	-
	764846		Ductile Iron Pipe			21,007.67		21,007.67	21,007.67		21,007.67	-
	0765117-2		Ductile Iron Pipe			21,792.38		21,792.38	21,792.38		21,792.38	-
	8653766-01		Electrical Stored Materials			6,180.00		6,180.00	6,180.00		6,180.00	-
	8635424-02		Electrical Stored Materials			9,419.62		9,419.62	9,419.62		9,419.62	-
	8635424-03		Electrical Stored Materials			5,327.55		5,327.55	5,327.55		5,327.55	-
	8658232-00		Electrical Stored Materials			20,413.00		20,413.00	20,413.00		20,413.00	-
	8635424-04		Electrical Stored Materials			4,119.52		4,119.52	4,119.52		4,119.52	-
	8666003-00		Electrical Stored Materials			8,910.00		8,910.00	8,910.00		8,910.00	-
	8602508-03		Electrical Stored Materials			5,317.25		5,317.25	5,317.25		5,317.25	-
	8658232-02		Electrical Stored Materials			31,315.00		31,315.00	31,315.00		31,315.00	-
	8658232-01		Electrical Stored Materials			32,956.00		32,956.00	32,956.00		32,956.00	-
	NECOIL256197		Electrical Stored Materials			301.18		301.18	301.18		301.18	-
	79795		Electrical Stored Materials			270.00		270.00	270.00		270.00	-
	12251		HOA Progress Billing			227,884.60		227,884.60	227,884.60		227,884.60	-
	27665		Submersible Pumps			432,500.00		432,500.00	432,500.00		432,500.00	-
	0174897-IN		Hoist			19,110.00		19,110.00	19,110.00		19,110.00	-
	0765117-6		Pipe and Fittings			9,402.29		9,402.29	9,402.29		9,402.29	-
	0765117-5		Pipe and Fittings			39,726.61		39,726.61	39,726.61		39,726.61	-
	0765117-4		Pipe and Fittings			6,442.13		6,442.13	6,442.13		6,442.13	-
	0760997-3		Pipe and Fittings			26,816.12		26,816.12	26,816.12		26,816.12	-
	0765117-3		Pipe and Fittings			578.28		578.28	578.28		578.28	-
	766259		Pipe and Fittings			21,663.44		21,663.44	21,663.44		21,663.44	-
	764818		Pipe and Fittings			25,146.59		25,146.59	25,146.59		25,146.59	-
	95755		Valves			33,531.00		33,531.00	33,531.00		33,531.00	-
	8635424-05		Electrical Stored Materials			386.20		386.20	386.20		386.20	-

Stored Materials Summary — **Contractor's Application for Payment**

Owner:	City of David City
Engineer:	JEO Consulting Group, Inc.
Contractor:	BRB Contractors, Inc.
Project:	David City Wastewater Treatment Facility Improvements
Contract:	David City Wastewater Treatment Facility Improvements

Owner's Project No.:	
Engineer's Project No.:	251034.00
Contractor's Project No.:	NE3DAV

Application No.: 31 Application Period: From 08/26/26 to 10/26/26 Application Date: 10/26/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G + H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J + K) ($)	Materials Remaining in Storage (I - L) ($)
	8658653-00		Electrical Stored Materials			1,335.00		1,335.00	1,335.00		1,335.00	-
	8602508-04		Electrical Stored Materials			373.10		373.10	373.10		373.10	-
	8694471-00		Electrical Stored Materials			266.93		266.93	266.93		266.93	-
	8602508-05		Electrical Stored Materials			2,328.26		2,328.26	2,328.26		2,328.26	-
	8635424-06		Electrical Stored Materials			12,514.95		12,514.95	12,514.95		12,514.95	-
	8792		Grit Pump			23,395.00		23,395.00	23,395.00		23,395.00	-
	29452		Handrail			12,300.00		12,300.00	12,300.00		12,300.00	-
	568		HVAC: Air Conditioners			16,920.00		16,920.00	16,920.00		16,920.00	-
	0765117-7		Pipe and Fittings			2,528.22		2,528.22	2,528.22		2,528.22	-
	766417		Piping System/Ball Valves			3,112.76		3,112.76	3,112.76		3,112.76	-
	770080		Pipe and Fittings			4,184.11		4,184.11	4,184.11		4,184.11	-
	765579		Pipe and Fittings			33,920.76		33,920.76	33,920.76		33,920.76	-
	0057750-IN		Sand/Oil Trap			10,900.00		10,900.00	10,900.00		10,900.00	-
	29678		Ladders			8,250.00		8,250.00	8,250.00		8,250.00	-
	769915		Pipe and Fittings			17,343.56		17,343.56	17,343.56		17,343.56	-
	1045880		Aqua Aerobics SBR Equipment			254,849.56		254,849.56	254,849.56		254,849.56	-
	1046052		Aqua Aerobics SBR Equipment			703,753.84		703,753.84	703,753.84		703,753.84	-
	24105-18870		Bar Screen			127,871.00		127,871.00	127,871.00		127,871.00	-
	92726-00		Generator			82,368.00		82,368.00	82,368.00		82,368.00	-
	8653766-02		Electrical Stored Materials			12,200.28		12,200.28	12,200.28		12,200.28	-
	1046371		Aqua Aerobics SBR Equipment			56,029.84		56,029.84	56,029.84		56,029.84	-
	448099		Precast Manholes			6,829.90		6,829.90	6,829.90		6,829.90	-
	448100		Precast Manholes			6,367.98		6,367.98	6,367.98		6,367.98	-
	1046768		Aqua Aerobic Equipment			456,848.92		456,848.92	456,848.92		456,848.92	-
	1046711		Aqua Aerobic Equipment			4,266.73		4,266.73	4,266.73		4,266.73	-
	769540		Pipe and Fittings			10,912.32		10,912.32	10,912.32		10,912.32	-
	777143		Pipe and Fittings			9,368.08		9,368.08	9,368.08		9,368.08	-
	50030735331		Blower Room Rebar			4,203.29		4,203.29	4,203.29		4,203.29	-
	SO113091		Doors and Frames			30,000.00		30,000.00	30,000.00		30,000.00	-
	1047062		Aqua Aerobic Equipment			75,103.16		75,103.16	75,103.16		75,103.16	-
	12687		Instrumentation Equipment			55,490.40		55,490.40	55,490.40		55,490.40	-
	97508		Slide Gates			277,359.52		277,359.52	277,359.52		277,359.52	-
	777559		Ductile Iron Pipe and Fittings (SBR)			33,415.07		33,415.07	33,415.07		33,415.07	-
	777526		Ductile Iron Pipe and Fittings (Blower)			7,835.01		7,835.01	7,835.01		7,835.01	-
	0777559-1		Ductile Iron Pipe and Fittings (SBR)			17,352.34		17,352.34	17,352.34		17,352.34	-
	30706		Misc Steel			81,605.00		81,605.00	81,605.00		81,605.00	-
	12743		Motor Control Centers and Drives			438,253.00		438,253.00	438,253.00		438,253.00	-
	97802		Slide Gate Actuator			22,576.82		22,576.82	22,576.82		22,576.82	-
	97966		Grit Removal System			227,316.00		227,316.00	227,316.00		227,316.00	-
6	781379		Ductile Iron Pipe and Fittings			6,995.20		6,995.20	6,995.20		6,995.20	-
6	0779486-1		Ductile Iron Pipe and Fittings			5,131.29		5,131.29	5,131.29		5,131.29	-
6	0799486-2		Ductile Iron Pipe and Fittings			93,081.78		93,081.78	93,081.78		93,081.78	-
6	0777559-2		Ductile Iron Pipe and Fittings			11,821.88		11,821.88	11,821.88		11,821.88	-
6	780229		14" SBR Pipe			4,492.31		4,492.31	4,492.31		4,492.31	-
	IN108191		Doors and Frames			16,637.14		16,637.14	16,637.14		16,637.14	-
	133739		Headworks Trusses (Partial)			4,925.00		4,925.00	4,925.00		4,925.00	-
	781551		Ductile Iron Pipe and Fittings			12,310.45		12,310.45	12,310.45		12,310.45	-
	0785422-1		Dutile Iron Fittings (Blower)			9,229.73		9,229.73	9,229.73		9,229.73	-
CO 7	0793899-2		Ductile Iron Fittings (SBRs)			30,196.48		30,196.48	30,196.48		30,196.48	-
					Totals	$ 7,068,288.03	$ -	$ 7,068,288.03	$ 6,985,084.91	$ 83,203.12	$ 7,068,288.03	$ -

Council discussed and considered a geotechnical exploration proposal with Thiele Geotech Inc. for the proposed Airport Lift Station as part of the Airport Sewer Extension Project.

Ethan Joy with JEO Consulting Group explained that the proposal includes exploratory soil boring at the anticipated location of the lift station. Due to the depth of the proposed lift station and the known high groundwater conditions in the airport area, the geotechnical investigation is necessary to assist with the structural design and provide contractors with information regarding subsurface conditions prior to construction.

Ethan Joy recommended approval of the proposal, explaining that obtaining the geotechnical information during the design phase could help prevent unforeseen construction issues and additional expenses.

Council discussed the history of the Airport Sewer Extension Project, noting that the City had previously annexed the airport area and committed to extending sanitary sewer service to the area. The project is intended to provide sewer service to properties and businesses near the airport, including Storm and Forney.

Council emphasized the importance of moving forward with the project and obtaining the necessary geotechnical information before finalizing the lift station design.

Council Member Keith Marvin made a motion to approve the geotechnical exploration proposal from Thiele Geotech Inc for the Airport Lift Station. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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Thiele Geotech Inc

13478 Chandler Road
Omaha, Nebraska 68138-3716
402.556.2171 Fax 402.556.7831
www.thielegeotech.com

October 20, 2026

City of David City
490 East Street
David City, NE 68632

RE: PROPOSAL FOR GEOTECHNICAL EXPLORATION
DAVID CITY AIRPORT LIFT STATION & IMPROVEMENTS, DAVID CITY, NE

To Whom It May Concern:

Enclosed is our proposal for geotechnical exploration related to the proposed lift station, sewer, and water main located in David City, Nebraska. The accompanying proposal describes our approach and proposed scope of services, the estimated cost of the study, and the contract terms.

Thiele Geotech is a service-oriented firm offering geotechnical, material, and environmental engineering. Our focus is on providing quality engineering solutions based on each individual client's needs. Our professional staff has experience with similar projects, and we have the equipment and resources available to complete this study.

We look forward to working with you and your design team on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return an executed copy to our office.

Respectfully,
Thiele Geotech, Inc.

Collin R. Steimer, P.E.

Enclosures

R:\PROPOSAL\GEOTECHNICAL DEPARTMENT\DAVID CITY LIFT STATION & IMPROVEMENTS.DOCX

Mayor Jessica Miller opened the public hearing at 7:12 p.m. to receive public comments regarding the City's proposed Land and Water Conservation Fund (LWCF) Grant application.

Council reviewed the proposed improvements, which included complete replacement of the existing tennis courts, installation of playground equipment, ADA accessibility improvements, demolition and site preparation, engineering and design services, and an allowance for potential project changes.

The proposed tennis court improvements would include post-tensioned concrete construction for increased durability and longevity, with court markings to accommodate both tennis and pickleball.

The playground improvements would include replacement equipment designed to improve accessibility and ADA compliance.

The total estimated project cost is $620,000, with the City requesting $310,000 in LWCF grant funding and providing the required $310,000 local match.

There being no additional comments from the public, Mayor Miller closed the public hearing at 7:13 p.m.

Council discussed and considered authorizing the Mayor to sign a letter committing the City's local matching funds for the proposed Land and Water Conservation Fund (LWCF) Grant application.

The proposed project has an estimated total cost of $620,000, consisting of $310,000 in requested grant funding and a $310,000 local match from the City.

Council Member Keith Marvin made a motion to authorize the Mayor to sign the Letter of Commitment for the City's $310,000 local match for the Land and Water Conservation Fund Grant application. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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P.O. Box 191
490 E Street
David City, NE 68632

DAVID CITY
NEBRASKA

Phone: (402) 367-3135
FAX: (402) 367-3125
Website: www.davidcityne.com

October 27, 2026

Shari Sorenson, Recreation Grant Administrator / ASLO
Planning and Development Division
2200 N 33rd Street
Lincoln, NE 68503

RE: Cost-Share Commitment – 2027 LWCF Application Cycle

To Whom It May Concern:

The City of David City is committed to providing cash contributions towards the proposed improvements to David City Park and adjacent tennis courts. The City will contribute $310,000.00 from its General Fund toward its 50% required cost-share match. These funds are unrestricted, and readily available.

Sincerely,

Jessica Miller

Jessica Miller
Mayor

Council discussed and considered a recommendation from the Park and Recreation Advisory Board to allocate up to $80,000 from the budgeted Local Sales Tax Fund toward construction of a new playground at the ball fields.

It was explained that the proposed allocation would earmark funds for the project, with $80,000 representing the maximum City contribution. The actual amount contributed by the City would depend upon donations and grant funding received.

Council discussed the estimated project costs and the importance of ensuring that the playground would be ADA accessible. Discussion included the additional expenses associated with installing an accessible playground surface, such as poured-in-place rubber surfacing or other suitable materials, rather than traditional playground mulch.

Council expressed support for providing an accessible playground while continuing to pursue donations and grant opportunities to reduce the City's financial contribution.

Council Member Bruce Meysenburg made a motion to allocate up to $80,000 from the budgeted Local Sales Tax Fund toward construction of the playground at the ball fields, with the actual City contribution dependent upon donations and grant funding received. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council discussed and considered allocating up to $5,000 from budgeted Local Sales Tax Funds toward Justin Watts-Dinkelman's Eagle Scout Disc Golf Project.

During discussion, Mayor Jessica Miller expressed the importance of maintaining consistency in how the City provides financial assistance for Eagle Scout projects. She noted that previous Eagle Scout projects had been required to conduct fundraising efforts before returning to the Council for consideration of financial assistance to cover any remaining project costs.

Council discussed the estimated project cost of approximately $11,000 and the anticipated completion deadline of May 2027.

It was explained that the proposed $5,000 allocation was intended to establish a maximum amount of City assistance rather than provide immediate funding for the project. Council emphasized that fundraising efforts should continue and that the City's contribution would be determined based on the funding secured through those efforts.

Council discussed the importance of applying consistent expectations to future Eagle Scout projects requesting City assistance.

Council Member Bruce Meysenburg made a motion to earmark up to $5,000 from budgeted Local Option Sales Tax Funds toward Justin Watts-Dinkelman's Eagle Scout Disc Golf Project, with the understanding that fundraising efforts would continue to help offset the project costs. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council discussed and considered bids for replacement of the swimming pool heater and boiler system, utilizing available sales tax funds for the project.

Two proposals were received:

- Grunwald Mechanical: $53,851.20
- Rutt's Heating: $55,746.00

Council reviewed the proposals and discussed the differences in equipment, installation requirements, and exclusions. It was noted that the proposal from Grunwald Mechanical contained several exclusions, including electric work, while the proposal from Rutt's Heating included water piping, flue piping, electrical work, startup, and boiler inspection.

Although Grunwald Mechanical submitted the lower initial bid, Council discussed the possibility of additional expenses associated with the excluded work. Council determined that the Rutt's Heating proposal provided a more complete installation package and could result in a lower overall project cost.

Council also discussed the importance of establishing a regular maintenance schedule for the new heating system. It was recommended that the system be inspected and cleaned annually, particularly due to the seasonal operation of the swimming pool and the potential effects of chemicals and standing water on the equipment.

Council Member Keith Marvin made a motion to accept the bid from Rutt's Heating in the amount of $55,746.00 for replacement of the swimming pool heater and boiler system, utilizing available sales tax funds, as the lowest and most responsible bidder based upon the scope of work and exclusions contained in the proposals. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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Rutt's
HEATING & A/C INC.
SHEET METAL

1001 W 1st St, Hastings, NE 68901 * (402) 564-0595

Company: David City Pool
Address: 490 E St, David City, NE 68632

Date: Jul 8, 2026
Re: Boiler, Pool Htr.
File Number: 101224
Property: David City Pool
Address: 485 S 9th St, David City, NE 68632

As requested, we are pleased to offer our proposal for the above referenced project as follows:

SPECIFIC INCLUSIONS
Replace Pool Heater Boiler.

Lochinvar 1.8M BTU Boiler
Water Piping
Flue Piping
Electrical
Start Up
Boiler Inspection

CLARIFICATIONS
1. Our offer is firm for thirty days from the date listed above.
2. 50% down payment is required with the signed quote when equipment is being replaced, before equipment will be ordered. If paying by credit card, there will be a credit card surcharge fee of approximately 3% added to the invoice. To inquire about financing for new construction or direct replacements only, please contact our office at 402-463-4853.
3. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
4. Unless noted in the specific inclusions, our work will be performed during our normal business hours.

SPECIFIC EXCLUSIONS
1. Sales Tax.

Total Proposal as Outlined Above..... $55,746.00

ACCEPTANCE OF PROPOSAL
This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.

Customer Name and/or PO is needed:_____

Signature: Jessica Mills

Date: 10-28-26

Council discussed and considered the resignation of Greg Aschoff from the Planning Commission and Downtown Revitalization Committee.

During discussion, Council expressed appreciation for Aschoff's service and discussed the difficulty of finding qualified individuals willing to serve on City boards and committees.

Council Member Keith Marvin advised that, under Nebraska statute, a Planning Commission member is required to continue serving until a successor is appointed. Council discussed the need to identify a replacement and noted that potential candidates would be considered.

Council Member Keith Marvin expressed concern regarding accepting the resignation before a replacement had been identified. Other Council Members acknowledged the need to fill the vacancies while recognizing Aschoff's decision to resign.

Council Member Bruce Meysenburg made a motion to accept the resignation of Greg Aschoff from the Planning Commission and Downtown Revitalization Committee. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Greg Aschoff
954 Bicentennial Circle
David City, NE 68632

September 26, 2026

Lori Matchett, City Clerk
City of David City
PO Box 191
David City, NE 68632

Dear Lori,

Please accept this letter as my formal resignation from the David City Planning Commission, effective October 1, 2026.

I have enjoyed my time on the Planning Commission and appreciate the opportunity to contribute to the future of David City. I am grateful for the experience, the people I have been able to work with, and the important work of the Commission.

At this time, I have decided to focus my time and energy on bringing development and new opportunities to our area through my work with the Butler County Development Corporation. I believe this is where I can best contribute my efforts toward the continued growth and prosperity of our community.

I remain committed to serving David City and the surrounding area and look forward to continuing to support our community in this new capacity.

Sincerely,

Greg Aschoff

Council discussed and considered approval of Sack Lumber Company's Downtown Revitalization Project for roof repairs.

It was reported that the Downtown Revitalization Committee had met to review the proposed project and recommended approval. The Nebraska Department of Economic Development had also approved the project for consideration under the Downtown Revitalization Program.

Building Inspector Gary Meister inspected the roof and provided a written report identifying its deteriorated condition and deficiencies related to building code requirements.

Council reviewed an updated proposal from Tillotson in the amount of $38,410.00 for the necessary roof improvements.

It was explained that Sack Lumber Company would be responsible for paying the full project cost upfront and would subsequently be eligible for reimbursement of 75% of the approved project expenses through the Downtown Revitalization Program.

Based on the updated proposal, the anticipated reimbursement would be $28,807.50, with Sack Lumber Company responsible for the remaining $9,602.50, assuming all project expenses qualify for reimbursement.

Following discussion, Council expressed support for the project and the recommendation of the Downtown Revitalization Committee.

Council Member Bruce Meysenburg made a motion to approve Sack Lumber Company's Downtown Revitalization Project in the amount of $38,410.00, with reimbursement of 75% of eligible project expenses in accordance with the Downtown Revitalization Program requirements. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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P.O. Box 191
557 4th Street
David City, NE 68632

DAVID CITY
NEBRASKA

Phone: (402) 367-3135
FAX: (402) 367-3126
Website: www.davidcityne.com

DOWNTOWN REVITALIZATION (DTR) APPLICATION

PART I: APPLICANT INFORMATION

Applicant Name: Sack Lumber Company

Mailing Address: PO Box 36 City: Crete State: NE Zip: 68333

Email Address: tom.sacklumber@gmail.com Phone: (402) 826 - 2138

Legal Name of Business or Entity*: Sack Lumber Company
Name used to register business with the State of Nebraska

Business Address: 566 N 5th Street City: David City State: NE Zip: 68632

PART II: PROJECT INFORMATION

Eligible Property Address: 566 N 5th Street

Total Square Footage: 6,132 Commercial Square Footage: 6,132

Residential Square Footage: 0 Other: _____

PART III: OWNERSHIP INFORMATION

☒ OWN ☐ LEASE

IF LEASE

Name of Property Owner: _____

Email Address: _____ Phone: (_____) _____ - _____

Beginning Date of Lease: _____ Termination Date of Lease: _____

Note: A copy of the applicant's current lease and a letter from the property owner authorizing the application and rehabilitation activities must be submitted with the Application Form.

PART IV: ELIGIBLE ACTIVITIES

Proposed project activities (please mark all that apply):

- ☐ Preparation of Structural Engineering
- ☐ Preparation of Architectural Plans
- ☐ Preparation of Engineering Specifications
- ☐ Building Code Compliance
- ☐ Removal of Nonconforming Items/Materials
- ☐ Sign/Awning Repair or Replacement
- ☐ Brick/Exterior Repair or Restoration
- ☐ Window/Door Repair or Replacement
- ☐ Other Facade Improvements (please explain)
- ☒ Other Improvements (please explain)

Explanation:

Roof has many leaks with it being a flatter roof system and there is a step in the roof that really has issues. Last time when we had snow/ice melting there was water running into a light fixture. Would like to get this roof fixed before any major rot issues happen and the roof needs to be fully replaced. Also worried about a leak making it way into any more light fixtures or electrical and creating a fire.

PART V: FINANCIAL

Estimated total project cost: $ 36,580.00

Revitalization Grant Funds* (up to 75% of Total Project Costs): $27,435.00

Matching Funds provided (at least 25 % of Total Project Costs):

$9,145.00

*Revitalization funds provided by the Nebraska Department of Economic Development Community Development Block Grant (CDBG) Program.

Sources of Matching Funds (please mark all that apply):

- ☒ Cash on hand in checking, savings, or other
- ☐ Bank loan
- ☐ Private loan or gift
- ☐ Other (please explain) _____

PART VI: AGREEMENT & SIGNATURE

Certification of Assurances

To the best of my knowledge and belief, as a condition of obtaining assistance through the David City DTR Program, the applicant will, if assistance is approved, comply with all Federal and State requirements and code, including the following:

A. The Civil Rights Act of 1964 (PL 88-352) and Title VII of the Civil Rights Act of 1968 (PO 90- 284);

B. Housing and Community Development Act of 1974, as amended;

C. Age Discrimination Act of 1975;

D. Section 504 of the Rehabilitation Act of 1973;

E. Davis Bacon Act, as amended (40 U.S.C 276a-276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974 as amended;

F. Fair Labor Standards Act of 1938, as amended, (29 U.S.C., 102 et, seq);

G. Preservation of Historical and Archaeological Data Act of 1974 (PL, 93-291);

H. National Historic Preservation Act of 1966, Section 106 (PL 89-665);

I. National Environmental Policy Act of 1969;

J. Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1979, Title II and Title III;

K. Nebraska Community Development Law, Section 18-2101 to 18-2144, Revised Statutes of Nebraska, 1943.

THE UNDERSIGNED, in applying for financial assistance from the City of David City Downtown Revitalization Program:

1) Agrees that prior to receiving an award, he or she shall comply with all federal, state, and local laws to the extent that such are applicable;

2) Attests that he or she is currently in good standing with the City or will return to good standing before any release of funds; and,

3) Acknowledges and agrees to enter into or execute any additional documents required by the City, the Nebraska Department of Economic Development, or the United States Department of Housing and Urban Development.

Address: 566 N 5th Street City: David City State: NE Zip: 68632

Signature: 

Printed Name and Title: Thomas Salistean / General Manager

Date: 4/15/2025

Release and Hold Harmless Agreement

Release executed on this 28th day of March, 2025.

By (Property Owner) Sack Lumber Company and

(Business Owner if applicable) _____, of

(Street Address) 566 N 5th Street, City of David City, State of Nebraska, referred to as Releaser(s).

- In consideration of being granted monies for restoration, modifications, or other physical changes to property located at the above address, the Releaser(s), understands that they are solely responsible for providing their own contractors, paying their contractors, to assure that those contractors are fully insured and (where required) licensed, and have obtained all necessary permits in accordance with all pertinent regulations.
- The Releaser(s) waives, releases, discharges, and agreed to indemnify the City of David City (or entities under the City's umbrella) for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.
- Releaser(s) agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance, shall; notwithstanding, continue in full legal force and effect
- Releaser(s)'s obligation and duties hereunder shall in no manner be limited or restricted by maintaining any insurance coverage related to the above referenced event.
- This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

Signature of Property Owner: _____

Printed Name and Title: Thomas Salistean / General Manager

Date: 4/15/2025

If Applicable:

Signature of Business Owner: _____

Printed Name and Title: _____

Date: _____

Attestation of U.S. Citizenship

For the purpose of complying with Neb. Rev. Stat. §§4-108 through 4-114, I attest as follows:

☒ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name: Thomas (First) (Middle) Sallstean (Last)

Signature: 

Date: 4/15/2025

P.O. Box 191
490 E Street
David City, NE 68632

DAVID CITY
NEBRASKA

Phone: (402) 367-3135
FAX: (402) 367-3125
Website: www.davidcityne.com

July 31, 2025

Sack Lumber
566 N5th Street
David City, NE 68632

RE: Property Maintenance Violation

Mark,

Based on my inspection of your roof at 566 N 5th Street, David City, NE. The following item needs to be addressed to bring the property into compliance with the minimum City Codes adopted by the City of David City:

1) Section 304.8 Roofs must be tight and not have defects that admit rain!.

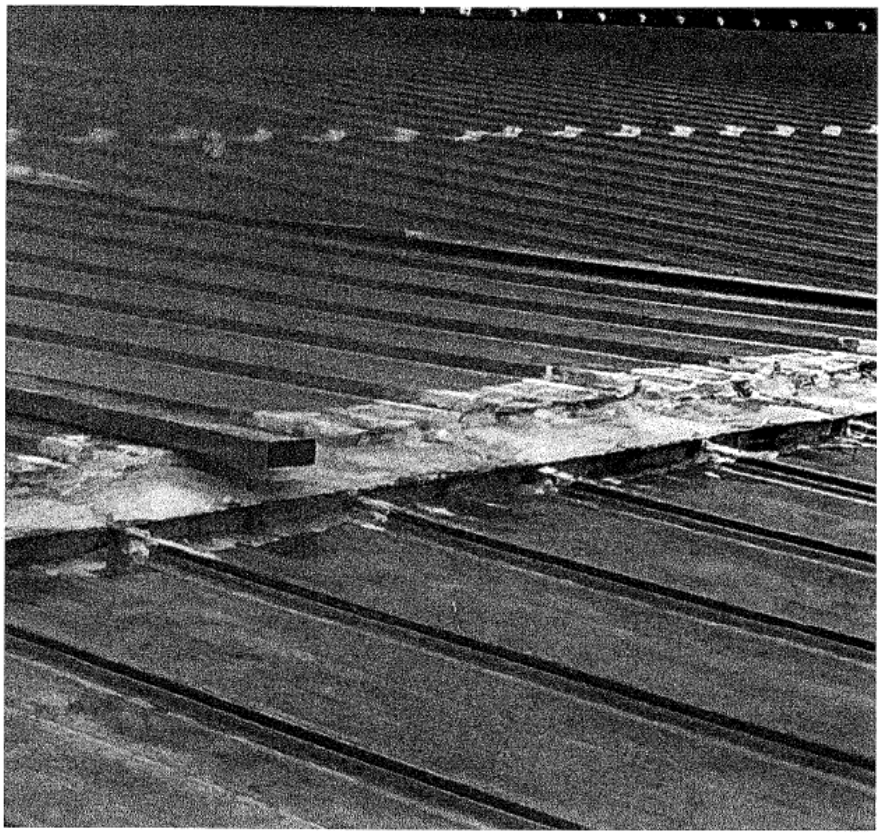
This roof needs to be brought up to minimum building code standards or the City will take further action! See attached pictures.

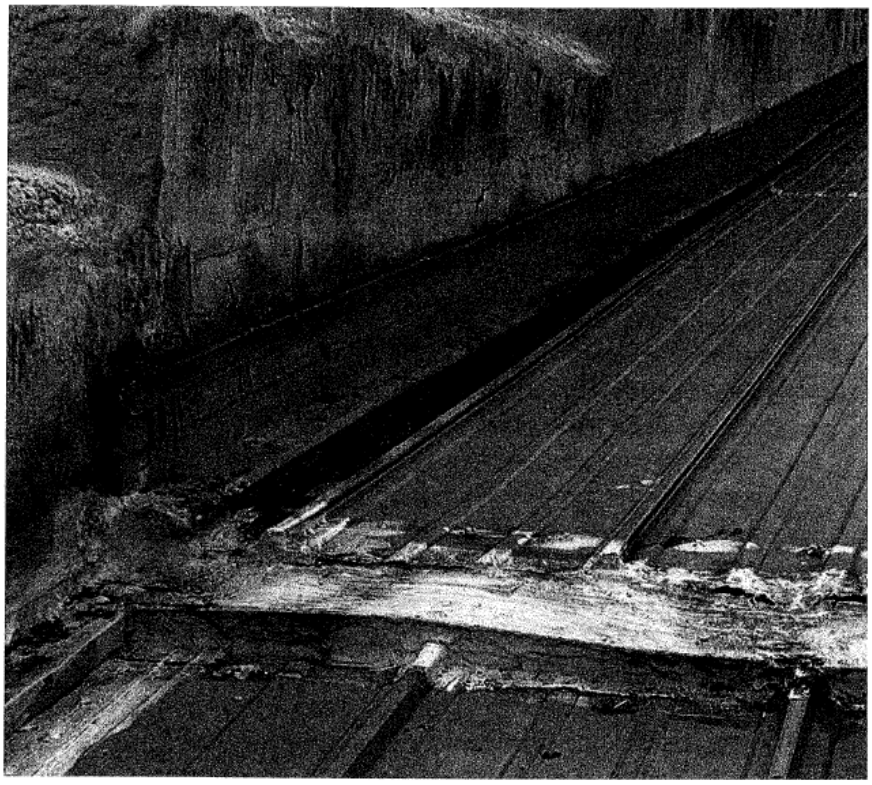
Call me to discuss!

Sincerely,

Gary Meister

Gary Meister
City of David City
Building Inspector
402-367-9882






FLINTLASTIC SA
PRIMER
All folders are up to date.
Connected to: Microsoft Exchange



Page 1

Tillotson Enterprises
8000 Fletcher Ave, Suite 100
Lincoln, NE 68507
Office: 402-466-7038
Fax: 402-466-0305
(herein "Tillotson")

Contract #30805 - 38179
Page 1 of 1
Date: 2/3/2025
5,487 square feet
6,132 expanded square feet

To: Mark Polacek - Sack Lumber
PO BOX 36
Crete, Nebraska 68333
Phone: 402-367-3049
(herein "Client")

Job Location: 566 N 5th St
David City, Nebraska 68632

We hereby submit specifications and estimates for: installing Everest Systems Evercoat HT MR SYSTEM.

1. SURFACE PREPARATION: Power wash all of the specified surfaces.
   TEI is not responsible for damage to or the repair or replacement of contents and/or structure of building (drywall, ceiling tiles, etc.) caused from water entering building during the power washing process.
2. SPRAY FOAM: Apply 2 inches of closed cell polyurethane spray foam along parapet walls, and roof transitions as necessary. Apply base coat and a top coat at a rate of 2.0 gallons per square over spray foam.
3. SECURE METAL SHEETS: Tighten sheet metal and replace missing screws.
4. PATCH BREAKS ON TIN: Where tin is broken, reinforce with tin, caulk, and screws.
5. SEAL AROUND PENETRATIONS: Seal with 55 mils of Everseal
6. SEAMS AND SCREWS: Everseal: Apply approximately 55 mils of Everseal over all specified seams, vertical and horizontal plus screws.
7. TOP COAT WITH: Evercoat HT Top Coat is used to provide a uniform appearance with a coverage rate of approximately 2.0 gallons per square.

Tillotson Enterprises, Inc. will comply with OSHA fall protection guidelines by either installing a temporary OSHA-compliant fence with an assigned OSHA monitor or, for roofs under 50 feet wide with a pitch of 4/12 or less, using only an OSHA monitor. If neither an OSHA monitor nor a fence is applicable, workers will be tied off during all phases of work.

Finished color: White
Install the above system in accordance with Everest Systems specifications.
Average dry mils over seams is 50 Mils+ and 17 Dry mils in the field metal

Elongation 600% Tensile Strength 500 psi

WARRANTY: 12 year "leak free" material and 12 year "leak free" labor warranty (non pro-rated).
Moisture inside building due to condensation may occur and is not covered under warranty.

* This system has a twenty year life expectancy

RENEWABLE WARRANTY: An additional warranty can be renewed at the end of the warranty period with an inspection and re-coat. If the roof is re-coated on a regular basis, the roof may never need to be replaced again.

Any alteration or deviation from above specification involving extra costs, will be undertaken and performed only after a written change order has been signed by the parties, and will become an extra charge over and above the original contract price as set forth in such change order. Client shall carry fire, tornado, hail and other necessary insurance on above work. Workmen's compensation and public liability insurance on above work to be taken out by Tillotson Enterprises Inc. Tillotson Enterprises, Inc. is not responsible for any existing or future damage due to mold or mildew. The warranties set forth in this contract are in lieu of any other or additional warranties of any type or nature whatsoever, and Tillotson shall not be liable for, incidental or consequential damages.

We hereby propose to furnish material and labor - in accordance with the above specifications, for the sum of: Thirty Six Thousand Five Hundred Eighty dollars - $36,580.00

Payment to be made as follows: 50% with signed contract, and 50% within 30 days of project completion. Delinquent payment, upon any work completed, shall bear interest at 1 1/2% per month from date of completion, and, if suit is filed to enforce payment, owner will pay reasonable attorney fees and court costs. I understand that any failure to pay as and when required by the contract, all Warranty/Guarantees contained herein can be reduced or voided. The prices, specifications and conditions are satisfactory and are hereby accepted. The contractor is authorized to do the work

Lampmann Roofing
"Seamless Solutions for Leaking"

10618 Old Maple Road
Omaha, NE 68134

402-670-9167
Fax 402-932-7767

Proposal #1
Date 2/3/2025

Submitted by: Lampmann Roofing
Attn.: Eddie
10618 Old Maple Rd.
Omaha, NE 68134
Phone: 402-367-3049

Submitted To: Sack Lumber
Attn: Mark
566 N. 5th St.
David City, NE 68632

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following roof system on the metal building at the above address (5,644 square feet):

1) SURFACE PREPARATION: Power wash the entire roof / wall surfaces that will be accepting the new materials.
2) SECURE METAL SHEETS: Tighten sheet metal and replace missing screws.
3) POLYURETHANE FOAM: Spray and average of two inches of polyurethane foam around the protrusions, the cant strip areas where the roof meets the parapet walls and the transitions.
4) BASE COAT FOAM: Apply Uniflex Base Coat over the polyurethane foam at two gallons per square.
5) CAULKING: Caulk over the top of the screws with a special fastener grade of Uniflex acrylic brush grade, this puts a seal around the neoprene washer that cracks.
6) BASE COAT SEAMS: Uniflex One Flash Seam Sealer will be applied over all seams, both vertical and horizontal.
7) REPAIR METAL: Metal breaks and cracks will be repaired with new metal, stitch screws and urethane caulking.
8) COAT ROOF WITH TOP COAT: Uniflex Top Coat is used to provide a uniform appearance to the roof surface at enough mill thickness (approximately two gallons per square) to last for many years.

PROVIDE: a 10 year leak free warranty on the material and workmanship.

- This roof has a ***twenty-year*** life expectancy.
- YOUR INVESTMENT IS 5,644 square feet at $7.71 per square foot for a total of $43,515.

All material is guaranteed to be as specified, and the above work will be performed in accordance with the specifications submitted and completed in a substantial workmanlike manner for the sum of $43,515 with payment to be made upon job completion **(Or other terms as agreed upon)**.
Any alteration or deviation from above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance on above work. Workman's compensation and public liability insurance on above work to be taken out by Lampmann Roofing.

Respectfully submitted Lampmann Roofing.

Per: Eddie

Note we may withdraw this proposal if not accepted within 30 days.
ACCEPTANCE OF PROPOSAL
The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE:_____ SIGNATURE:_____

1

Tillotson Enterprises
8000 Fletcher Ave, Suite 100
Lincoln, NE 68507
Office: 402-466-7038
Fax: 402-466-0305
(herein "Tillotson" or "TEI")

Contract #30805 - 44398
Page 1 of 1
Date: 10/26/2026
5,487 square feet
6,132 expanded square feet

To: Mark Polacek - Sack Lumber
PO BOX 36
Crete, Nebraska 68333
Phone: 402-367-3049
(herein "Client")

Job Location: 566 N. 5th St.
David City, Nebraska 68632

We hereby submit specifications and estimates for: installing Everest Systems Evercoat HT MR SYSTEM.

SCOPE OF WORK

1. SURFACE PREPARATION: Power wash all of the specified surfaces.
   TEI is not responsible for damage to, or the repair or replacement of, the building's contents or structure (drywall, ceiling tiles, etc.) caused by water entering the building during the power washing process.
2. SPRAY FOAM: Apply 2 inches of closed cell polyurethane spray foam along parapet walls, and roof transitions as necessary. Apply base coat and a top coat at a rate of 2.0 gallons per square over spray foam.
3. SECURE METAL SHEETS: Tighten sheet metal and replace missing screws.
4. PATCH BREAKS ON TIN: Where tin is broken, reinforce with tin, caulk, and screws.
5. SEAL AROUND PENETRATIONS: Seal with 55 mils of Everseal
6. SEAMS AND SCREWS: Everseal: Apply approximately 55 mils of Everseal over all specified seams, vertical and horizontal plus screws.
7. TOP COAT WITH: Evercoat HT Top Coat is used to provide a uniform appearance with a coverage rate of approximately 2.0 gallons per square.

Tillotson Enterprises, Inc. will comply with OSHA fall protection requirements by either installing a warning line system with an assigned safety monitor or, for low-slope roofs 50 feet or less in width, using only a safety monitor. If neither option is applicable, workers will be protected by personal fall arrest systems during all phases of work.

Finished color: White
All work will be installed in accordance with Everest Systems' published specifications.
Average dry mils over seams is 50 Mils+ and 17 Dry mils in the field metal

Elongation 600%, Tensile Strength 500 psi (manufacturer's published values)
With proper maintenance and periodic recoating, this system has an anticipated service life of twenty (20) years. This is an estimate, not a warranty; warranty coverage is limited to the terms stated in this contract.

TILLOTSON DELIVERABLES BEYOND SCOPE OF WORK
Every TEI project includes the following as part of our standard commitment to quality and long-term service:

Condition Report - With every bid, Tillotson provides a condition report with photographs and labels so you can clearly understand the current condition of your system and the scope of work being proposed.

Post-Storm Assessment - Following any significant wind, hail, or rain event, TEI will attempt to contact you to schedule an inspection. If you have not heard from us, please contact TEI directly — do not wait. Prompt documentation of storm damage protects your warranty standing and supports any insurance claim you may need to file.

Roof Asset Profile - TEI keeps a complete profile of your roof on file — measurements, system specs, install date, warranty terms, and full service history. Any TEI tech arriving on-site will have access to your roof's history.

Roof History Record - TEI maintains a documented record of every service touch on your roof with dates and scope. Available to you upon request — valuable at insurance claim time or property sale.

Warranty Documentation - This signed contract is your warranty. A detailed Warranty & Exclusions document is available upon request.

WARRANTY: 12-year "leak free" material and 12-year "leak free" labor warranty (non-prorated).
Moisture inside the building due to condensation may occur and is not covered under this warranty.

Tillotson warrants that all materials furnished and work performed will be of good quality and free from defects in materials and workmanship. Tillotson's warranty covers the full cost of materials and labor required to correct any covered defect - with **No Dollar Limit (NDL)**. The NDL Coverage applies to defects in the materials furnished or defects in Tillotson's workmanship.

This warranty does not cover damage caused by wind gusts exceeding 73 mph, hail, lightning, tornado, fire, flood, acts of God, foot traffic or mechanical damage, damage by other trades, rooftop equipment or penetrations added after installation, structural movement or failure, normal wear and tear, improper or insufficient maintenance, or modifications and repairs performed by the Client or others on the Client's behalf. Client must notify Tillotson in writing within 30 days of discovering any leak or defect. Failure to give timely notice may void coverage for damage resulting from the delay.

Warranty coverage is not in effect until full payment has been made. Once payment is received in full, the warranty period will be considered active and will be deemed to have begun on the final day work was performed.

This warranty is limited solely to the cost of materials and labor to correct the defective work. Damage to building interiors, contents, or surrounding property - including but not limited to ceilings, flooring, equipment, or inventory - is not covered under this warranty and should be directed to the Client's property insurance policy.

This warranty is transferable to subsequent property owners upon written notice to Tillotson within 30 days of ownership transfer. The warranty transfers after Tillotson inspects the roof.

Extend your coverage by enrolling in Tillotson's Roof Inspection Agreement (see attached).

Tillotson reserves the right to charge for service call expenses if the reported issue is determined not to be a covered warranty item. Tillotson shall not be liable for incidental or consequential damages. THE WARRANTIES IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

INSPECTION PROGRAM & WARRANTY EXTENSION

Clients who enroll in Tillotson's Roof Inspection Agreement (see attached for terms and pricing) are eligible for the following benefits. Enrollment is not automatic.

Inspections: If enrolled before project completion, Tillotson will inspect the roof within two weeks of completion, weather permitting. Tillotson will then inspect the roof on or near each anniversary of the completion date. Each inspection includes a Roof Condition Report with photographs.

Warranty Extension: Clients who complete every annual inspection through the 12th anniversary receive a 3-year warranty extension, for 15 years of total non-prorated coverage, at no cost beyond the inspection fees. Inspections must continue through the 15th anniversary to keep the extension in effect.

Conditions: Repairs caused by a defect in Tillotson's materials or workmanship are covered under the warranty. All other repairs identified in an inspection must be performed by Tillotson at the Client's expense, scheduled within 60 days of the report, and completed as soon as weather permits. Each annual inspection must be completed within 60 days of its anniversary date. If an inspection is missed or required repairs are not completed, the extension is void, and coverage reverts to the original warranty term.

Renewable Warranty: At the end of the warranty period, coverage may be renewed, at Tillotson's discretion and at Client's expense, following a TEI inspection and re-coat. A roof maintained and re-coated on a regular basis may never need to be replaced.

ADDITIONAL INSURED, SAFETY ORGANIZATIONS & SUPPLIER PORTALS

Any requirement by the Client for Tillotson Enterprises to be added to additional insured policies, enroll in or maintain membership in safety organizations, or register and participate in supplier or compliance portals is not included in the scope of this contract. Any costs associated with such requirements — including but not limited to insurance endorsement fees, membership dues, portal registration fees, and ongoing compliance costs — will be invoiced separately. An administrative fee will also be added to that invoice to cover the time and cost of processing and maintaining those requirements on the Client's behalf.

Except for decking repairs, if stated above, any alteration or deviation from the above specifications involving extra costs will be undertaken and performed only after a written change order has been signed by the parties, and will become an extra charge over and above the original contract price as set forth in such change order. Client shall carry fire, tornado, hail, and other necessary property insurance covering the above work. Tillotson shall carry workers' compensation and general liability insurance covering the above work. Tillotson Enterprises, Inc. is not responsible for any existing or future mold or mildew, or for damage resulting from mold or mildew. The warranties set forth in this contract are in lieu of any other or additional warranties of any type or nature whatsoever, and Tillotson shall not be liable for incidental or consequential damages.

Page 3

We hereby propose to furnish material and labor, in accordance with the above specifications, for the sum of: **Thirty Eight Thousand Four Hundred Ten Dollars - $38,410.00.**

Payment to be made as follows: 50% with signed contract, and 50% due upon project completion. Any delinquent payment for work completed shall accrue interest at the rate of one and one-half percent (1.5%) per month, beginning thirty (30) days after the date of completion. If suit is filed to enforce payment, Client will pay reasonable attorney fees and court costs. If Client fails to pay as and when required by this contract, all warranties and guarantees contained herein may be reduced or voided. The prices, specifications, and conditions are satisfactory and are hereby accepted. Tillotson is authorized to do the work specified. Tillotson reserves the right to charge Client for expenses incurred for a warranty service call if it is determined the problem is not a warranty issue covered by material and/or labor.

Invoices paid by credit card are subject to a surcharge of 3% of the transaction amount, not to exceed Tillotson's cost of acceptance. No surcharge applies to debit card payments.

Please note that if you require an "additional insured" or a "waiver of subrogation" on Tillotson's certificate of insurance and it was not included as a line item in your contract, an additional charge of $300.00 will apply. This charge will be invoiced separately and must be paid before the job starts unless other arrangements are made.

1st Payment: **$19,205.00 due upon acceptance**	2nd Payment: **$19,205.00 due upon completion**
Date Paid:	Date Paid:

If the first down payment is not received with the contract, any increase in material or labor costs incurred between the contract date and receipt of the down payment will be added to the first payment.

Acceptance of the proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Tillotson agrees to furnish the materials and labor described herein, subject to the conditions contained herein. All obligations are contingent upon strikes, acts of God, weather, material shortages, supply delays, or other causes beyond Tillotson's control.
Date of Acceptance _____	**This proposal may be withdrawn by Tillotson if not accepted within 30 days of the date above.**
Client _____	**Tillotson Enterprises, Inc.** _____

Council discussed and considered Resolution No. 20-2026 regarding reimbursement or credit to Nebraska Dairy for the relocation and undergrounding of certain electrical infrastructure associated with the company's manufacturing facility.

Scott Hedrick, representing Nebraska Dairy, addressed the Council and expressed appreciation for the City's continued cooperation and communication regarding the project. Hedrick indicated that Nebraska Dairy was in agreement with the proposed terms and emphasized the importance of preceding promptly with the electrical improvements to avoid delays in beginning manufacturing operations.

Council reviewed the proposed cost-sharing arrangement, which provides that David City Utilities would contribute 20% of the eligible project costs, up to a maximum City contribution of $40,000, with Nebraska Dairy responsible for the remaining 80%.

Council discussed the necessity of relocating and replacing existing overhead electrical

infrastructure underground along the east alley adjacent to the Nebraska Dairy facility. The improvements are necessary to accommodate proposed structures reaching approximately 79 to 80 feet in height while maintaining safe electrical clearances.

It was noted that the underground improvements would also provide benefits to the City's electrical distribution system. Council discussed these benefits in determining the proposed cost-sharing arrangement, while recognizing that certain improvements, including additional transformer capacity, were necessary specifically for Nebraska Dairy's operations.

Scott Hedrick expressed Nebraska Dairy's willingness to assist with construction coordination, including potentially utilizing its own contractors for trenching or conduit installation, to help expedite the project. Council discussed coordinating the work with Watts Electric, which was already performing electric distribution improvements within the City.

Council further discussed the need to prepare a definitive agreement outlining the responsibilities of Nebraska Dairy and the City, including the manner in which the City's contribution would be provided. The agreement is anticipated to be presented for consideration at the next City Council meeting.

Additional potential economic development assistance, including a General Business Occupation Tax, Community Improvement District, and other available funding mechanisms, was also discussed.

City Attorney David Levy clarified that Resolution No. 20-2026 serves as an expression of the City's intent to cooperate with Nebraska Dairy under the proposed terms. Approval of the resolution does not constitute approval of the General Business Occupation Tax, Community Improvement District, Tax Increment Financing, or any other additional economic development incentive. Any such proposals would require separate consideration and approval by the Council.

Following discussion, Council expressed support for continuing to work with Nebraska Dairy to complete the necessary electrical infrastructure improvements and finalize the proposed agreement.

Council Member Bruce Meysenburg made a motion to approve Resolution No. 20-2026, approving the proposed reimbursement or credit arrangement with Nebraska Dairy for relocation and undergrounding of certain electrical infrastructure, with David City Utilities contributing 20% of the eligible project costs, not to exceed $40,000, subject to the terms of a definitive agreement. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

RESOLUTION NO. 20-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING REIMBURSEMENT OR CREDIT TO NEBRASKA DAIRY FOR THE RELOCATION AND UNDERGROUNDING OF CERTAIN ELECTRIC INFRASTRUCTURE THAT DAVID CITY UTILITIES OWNS AND OPERATES.

WHEREAS, Nebraska law authorizes the Mayor and City Council of the City of David City, Nebraska (the "City"), to appropriate and expend funds and take other actions to improve and maintain the electric system the City and David City Utilities own and operate; and

WHEREAS, the safe and reliable operation of the electric system is of utmost importance to the public health, safety and welfare of David City and its residents and businesses; and

WHEREAS, the economic development and availability of employment in David City also contribute to the public health, safety and welfare of the community and are thus within the scope of the authority of the Mayor and City Council; and

WHEREAS, the relocation and undergrounding of certain electric lines that are part of the municipally-owned electric system within the alley east of the existing Nebraska Dairy facility (the “Project”) will allow and encourage that facility to remain, grow and continue to succeed in David City and will contribute to the reliability of the electric system within David City; and

WHEREAS, the City Council deems it within the City’s best interest to financially participate in the Project pursuant to a further, more detailed (the "Definitive Agreement"); and

WHEREAS, in the interest of facilitating timely completion of this work, the City Council desires to adopt this resolution stating its intent to enter into the Definitive Agreement as soon as reasonably possible, but also in formally expressing its intent now to allow Nebraska Dairy and David City Utilities to confidently order equipment and enter into contracts for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of David City, that:

Section 1. The City of David City and David City Utilities will contribute twenty percent (20%) of the Project cost up to a maximum amount of forty thousand dollars ($40,000). The Definitive Agreement will document the manner in which the City makes this contribution. It could be in the form of reimbursement, bill credits or other means applicable law allows.

Section 2. Nebraska Dairy will be responsible for all other costs of the Project, all costs of its expansion and modernization, and all costs of construction of additional electric system upgrades, including, but not limited to construction and engineering to provide a new three-phase underground primary line to serve a new 2,000 kVA three-phase pad-mount transformer on the west side of the facility.

Section 3. The City will work with Nebraska Dairy to promptly process and consider any application Nebraska Dairy may make for tax-increment financing (“TIF”), general business occupation taxes (“GBOT”), community improvement district (“CID”) formation or other similar incentives to help Nebraska Dairy finance its portion of the Project.

Section 4. The City and Nebraska Dairy will negotiate and execute a Definitive Agreement consistent with this Resolution to carry out the intent of this Resolution.

Section 5. To the extent applicable law allows, this Resolution authorizes the Mayor and City Council President to take any and all actions, and to execute any and all documents

they deem necessary to effectuate the transaction this Resolution outlines, including but not limited to negotiating and entering into the Definitive Agreement. Incentives such as TIF, GBOT and CID formation have independent statutory requirements, which the City must follow.

Section 6. This Resolution shall be in force and take effect from and after its adoption as provided by law.

PASSED AND APPROVED THIS 28th day of October, 2026.

_____
Jessica Miller, Mayor

ATTEST

_____
Lori Matchett, City Clerk

EXHIBIT A
Area of Work for the Project

(See attached)

Council discussed and considered authorizing the advertisement for bids for replacement of the west retaining wall at Memorial Football Field.

It was explained that the proposed improvements would be eligible for funding through the CCCFF Grant, which provides a 50% cost share for the project.

The retaining wall, located along the south side of the former ball diamond near Memorial Football Field, has deteriorated and is in need of replacement.

Council was advised that the anticipated project cost would exceed the City's $30,000 bidding threshold, requiring the City to advertise for bids. Council Member Keith Marvin made a motion to authorize advertising for bids for the west retaining wall improvements at Memorial Football Field. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council discussed the City's procedures for conducting closed sessions under the Nebraska Open Meetings Act.

City Attorney David Levy explained that the City has historically included a general closed-session item near the end of its meeting agendas, allowing Council to consider entering closed sessions for matters involving litigation, personnel, or contract negotiations.

City Attorney David Levy reported that concerns had been raised regarding this practice, including concerns expressed by the Butler County Attorney. He explained that the Open Meetings Act does not specifically address the use of a general closed-session agenda item and that municipalities have taken different approaches to the issue.

City Attorney David Levy recommended that the City consider a more conservative approach by removing the general closed-session item and instead identifying the subject matter on the agenda under which a closed session might be necessary. He noted that Council could still enter closed session when appropriate, provided the matter was included on the agenda and the requirements of the Open Meetings Act were followed.

Council discussed concerns regarding potential limitations of this approach, particularly when unexpected litigation developments, personnel matters, or contract negotiations arise shortly before a scheduled meeting. Council also emphasized the importance of protecting employee confidentiality and the City's interests during litigation and negotiations.

Following discussion, Council expressed a preference to obtain additional information before making a final determination regarding its closed-session procedures.

City Attorney David Levy agreed to contact the Butler County Attorney for further discussion and consult other municipal attorneys regarding this issue. He recommended temporarily continuing with the more conservative agenda format, without the general closed-session item, until the matter could be reconsidered at a future meeting.

No formal action was taken. City Attorney David Levy will gather additional information and report back to Council at a subsequent meeting.

Council Member Bruce Meysenburg made a motion to adjourn the meeting at 7:50 p.m. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

CERTIFICATION OF MINUTES
October 28, 2026

I, Lori Matchett, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of October 28, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, 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 with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

_____

Lori Matchett, City Clerk

CHECK APPROVAL LIST - COUNCIL

City of David City | November 12, 2026

CITY FUNDS

SALES TAX

Vendor	Invoice Description	Amount
Municipal Supply	fire dept - mach 10 gallon, gasket kit, flange	$4,068.28
Rutjens Construction Inc.	2025 Water Main Treatment Plant Backwash Forcemain Pay App No. 1	$256,470.00
SALES TAX TOTAL		$260,538.28

GENERAL

Vendor	Invoice Description	Amount
Amazon Capital Services	soap; soap, paper towels; toilet paper; stamps, toner	$241.85
Amgl Cpas & Advisors	Audit and Single Audit fieldwork for the year ended Sept 30, 2026	$3,050.00
Applied Connective Technologies	Service	$675.60
Baird Holm Llp	Attorney Service	$5,819.00
Dale'S Food Pride	water	$3.49
David City Ace Hardware	3M strips, batteries; trash bags	$99.93
David City Payroll Account	Employee Payroll - Sept 24 to Oct 23, 2026; 401a Portion; Health Insurance; Social Security	$18,283.76
Demon Decals	2027 golf cart and atv/utv permits	$149.10
Hometown Leasing	lease	$235.20
League Assn. Of Risk Management	Insurance	$8,549.62
League Of Nebr. Municipalities	Nebraska City Management Association Dues 9/1/26 to 8/31/2027	$288.00
Lincoln National Life Insurance	Employee Life Insurance and LTD Insurance	$46.38
Par Iv	Double payment of liquor license	$620.00
Pitney Bowes	ink and ez seal	$327.82
Power Manager	Bank statement reconciliation; Value Support Plan 1/1/2027 to 12/31/2027	$1,916.76
Quill Corporation	printer - L Matchett, ruled pads; ink- L. Matchett printer; ink	$500.96
Smejkal & Elm Pc	Preparation of the 2026-2027 budget	$1,127.50
Time Management Systems, Inc.	Monthly Software Subscription & Support	$93.60
Waste Connections Of Ne	Garbage Service	$17.60
GENERAL TOTAL		$42,046.17

BUILDING PERMIT FUND

Vendor	Invoice Description	Amount
Applied Connective Technologies	Service	$104.90
David City Payroll Account	Employee Payroll - Sept 24 to Oct 23, 2026; 401a Portion	$4,471.92
League Assn. Of Risk Management	Insurance	$2,285.25
Wex Bank	Fuel	$2.04
BUILDING PERMIT FUND TOTAL		$6,864.11

CREATIVE DISTRICT

Vendor	Invoice Description	Amount
Butler Public Power District	Electric Service - Airport and bilboard	$32.90
David City Utilities	Recreation and Creative District utilites	$100.74
CREATIVE DISTRICT TOTAL		$133.64

STREET

Vendor	Invoice Description	Amount
Akrs Equipment	filters; light for street loader	$187.48
Amazon Capital Services	tree dump camera	$69.98
Applied Connective Technologies	Service	$252.90
Michael Bader-Holland	Tree removal reimbursement	$550.00
Baird Holm Llp	Attorney Service	$650.00
Andrew Buresh	tree removal reimbursement	$2,250.00
Butler County Highway Dept.	Striping A Street	$419.00
Butler County Welding	Bushing, pins	$8.30
Cather & Sons Construction Inc	ASPHALT	$2,604.20
Central Sand & Gravel Co.	gravel	$2,303.77
Ray Cook	Tree removal reimbursement	$585.00
Dale'S Food Pride	soap, toilet paper, water	$51.15
David City Ace Hardware	file holder; asphalt concrete patch; tie-down; cable ties; bags; oil, hp ultra, key	$252.27

David City Payroll Account	Employee Payroll - Sept 24 to Oct 23, 2026; 401a Portion; Health Insurance	$22,584.11
David City Utilities	phones	$20.25
Diversified Safety & Compliance	Annual DOT Membership - Jan 1 to Dec, 31, 2027	$46.92
Frontier Cooperative Company	tordon	$220.00
Grass Roots Lawn Care	weed control	$45.00
Tom Graybill	Tree removal reimbursement	$1,750.00
Jackson Services, Inc.	Supplies	$97.38
Jeo Consulting Group	5th Street Improvements	$10,230.50
Christopher Kroesing	boot reimbursement	$197.94
League Assn. Of Risk Management	Insurance	$36,197.51
Lincoln National Life Insurance	Employee Life Insurance and LTD Insurance	$39.43
Power Manager	Value Support Plan 1/1/2027 to 12/31/2027	$388.92
Reardon Lawn & Garden	swiss file; housing- blower	$96.97
Rehmer Auto Parts	fuse holder; salt spreader; o rings; windshield wipers, shop towels; cable ties; brake cleaner; batt cable terminal; welding gloves	$436.23
Rerucha Ag And Auto Supply	hex plug; coupler, blow gun, plug, bushing	$57.36
Verizon Wireless	Wireless Service	$40.01
Waste Connections Of Ne	Garbage Service	$68.93
Wex Bank	Fuel	$559.28
Windstream	Telephone Service	$65.66
STREET TOTAL		$83,326.45

RECYCLING

Vendor	Invoice Description	Amount
League Assn. Of Risk Management	Insurance	$464.20
RECYCLING TOTAL		$464.20

POLICE DEPARTMENT

Vendor	Invoice Description	Amount
Amazon Capital Services	ear piece, wheel cover; stamps, toner; folder	$622.98
Applied Connective Technologies	Service	$285.50
Baird Holm Llp	Attorney Service	$1,348.75
David City Ace Hardware	gun range supplies; patrol car supplies; gun range building; Astro building supplies	$328.32
David City Payroll Account	Employee Payroll - Sept 24 to Oct 23, 2026; 401a Portion; Health Insurance	$57,628.10
David City Utilities	phones	$48.75
Frontier Cooperative Company	fuel	$330.88
Great Plains Uniforms	Uniform - J. Winkler	$260.21
Gunslingers Llc	ammo, sling; ammo box	$1,494.00
Hartman Auto Repair	Tahoe - ignition coil, coling sys conn, val maxlife a/f; charger - oil change; explorer - oil change	$413.92
League Assn. Of Risk Management	Insurance	$39,104.31
Lincoln National Life Insurance	Employee Life Insurance and LTD Insurance	$53.87
Nancy A. Krenk Llc	Cleaning Services - October 2026	$80.00
Northside Inc.	fuel	$39.25
Police Chiefs Association	PCAN Membership	$120.00
Police Officers' Assn. Of Ne	PAON Full Member	$30.00
Rehmer Auto Parts	Explorer #2 supplies; code reader	$126.70
Sack Lumber Company	garage door stop, garage door seal	$75.94
Shaffer Communications	Service	$687.62
Verizon Wireless	Wireless Service	$604.33
Wex Bank	Fuel	$3,039.38
POLICE DEPARTMENT TOTAL		$106,722.81

SWIMMING POOL

Vendor	Invoice Description	Amount
Active Network, Llc	Annual subscription 10/17/2026-10/16/2027	$1,033.60
David City Water Department	Water Service	$0.04
Grunwald Mechanical	Check boiler	$1,793.22
Hawkins, Inc.	chemicals; Paint for pool	$6,076.71
League Assn. Of Risk Management	Insurance	$6,812.97
Windstream	Telephone Service	$147.91
SWIMMING POOL TOTAL		$15,864.45

PARK

Vendor	Invoice Description	Amount
Amazon Capital Services	stamps, toner	$17.99
Baird Holm Llp	Attorney Service	$845.00
David City Ace Hardware	nuts and bolts; leader hose	$62.89
David City Payroll Account	Employee Payroll - Sept 24 to Oct 23, 2026; 401a Portion; Health Insurance	$9,804.18
David City Utilities	phones	$40.25
League Assn. Of Risk Management	Insurance	$10,175.28
Nebraska Dept. Of Revenue	Sales Tax - August 2025; Lodging Tax - Sept 2026	$23.88
Rerucha Ag And Auto Supply	oil; fuel stabalizer	$37.97
Sack Lumber Company	lumber, concrete mix; chain oil	$110.32
Verizon Wireless	Wireless Service	$53.72
Waste Connections Of Ne	Garbage Service	$68.94
Wex Bank	Fuel	$123.83
PARK TOTAL		$21,364.25

RECREATION PROGRAM

Vendor	Invoice Description	Amount
Active Network, Llc	Annual subscription 10/17/2026-10/16/2027	$3,100.78
Applied Connective Technologies	Service	$16.70
Baird Holm Llp	Attorney Service	$845.00
D & K Products	Grass sead	$589.50
David City Payroll Account	Employee Payroll - Sept 24 to Oct 23, 2026; 401a Portion; Health Insurance	$7,982.95
David City Utilities	Recreation and Creative District utilites	$4,019.86
League Assn. Of Risk Management	Insurance	$14,116.64
Lincoln National Life Insurance	Employee Life Insurance and LTD Insurance	$9.87
Nebraska Dept. Of Revenue	Sales Tax - August 2025	$109.61
Per Mar Security Services	Monitoring, service agreement, video surveillance	$2,778.00
Southeast Nebraska Development District	Special Service Contract	$2,857.16
Waste Connections Of Ne	Garbage Service	$63.91
Wex Bank	Fuel	$302.92
RECREATION PROGRAM TOTAL		$36,792.90

LIBRARY

Vendor	Invoice Description	Amount
Amazon Capital Services	kleenex, hand towel, air freshener; books; credit - book return	$1,140.32
Applied Connective Technologies	Service	$95.00
Black Hills Energy	Natural Gas Services	$64.66
Charter Communications	Digital Phone and Roadrunner	$110.00
Coast To Coast Solutions	Library Bags	$192.87
David City Payroll Account	Employee Payroll - Sept 24 to Oct 23, 2026; 401a Portion	$10,548.11
David City Utilities	phones	$40.00
Michael Frederick	books	$50.00
Hometown Leasing	Lease	$59.50
League Assn. Of Risk Management	Insurance	$1,883.97
Midwest Tape	digital books and digital audio	$553.80
Nebraska Air Filter	Service - filters	$112.23
Nebraska Library Commission	Annual Subscription fee	$1,543.90
Waste Connections Of Ne	Garbage Service	$17.60
LIBRARY TOTAL		$16,411.96

RV CAMPGROUND

Vendor	Invoice Description	Amount
D & K Products	Grass sead	$65.50
David City Electric Dept.	Electric Service	$520.50
David City Payroll Account	Employee Payroll - Sept 24 to Oct 23, 2026	$142.48
League Assn. Of Risk Management	Insurance	$252.96
Nebraska Dept. Of Revenue	Sales Tax - August 2025; Lodging Tax - Sept 2026	$667.54
Waste Connections Of Ne	Garbage Service	$137.87
Wex Bank	Fuel	$80.00
RV CAMPGROUND TOTAL		$1,866.85

AUDITORIUM

Vendor	Invoice Description	Amount

Amazon Capital Services	stamps, toner	$17.99
Applied Connective Technologies	Service	$102.20
David City Ace Hardware	Air cond ws, wthstrip tape blk; A&M w/s blk	$44.09
David City Electric Dept.	Electric Service	$412.70
David City Payroll Account	Employee Payroll - Sept 24 to Oct 23, 2026	$188.40
David City Water Department	Water Service	$228.75
Jackson Services, Inc.	Supplies	$73.57
League Assn. Of Risk Management	Insurance	$13,254.71
Lincoln National Life Insurance	Employee Life Insurance and LTD Insurance	$16.74
Power Manager	Value Support Plan 1/1/2027 to 12/31/2027	$388.92
Sack Lumber Company	sealant	$64.47
Waste Connections Of Ne	Garbage Service	$68.93
AUDITORIUM TOTAL		$14,861.47

AIRPORT

Vendor	Invoice Description	Amount
Akrs Equipment	belt; airport mower belt	$265.81
Butler Public Power District	Electric Service - Airport and bilboard	$203.86
City Of David City	Credit Card Charges	$52.27
David City Payroll Account	Employee Payroll - Sept 24 to Oct 23, 2026	$758.58
David City Water Department	Water Service	$28.50
Kirkham Michael	David City Airport Runway Rehab	$13,601.94
League Assn. Of Risk Management	Insurance	$10,964.86
Power Manager	Value Support Plan 1/1/2027 to 12/31/2027	$388.92
Struck & Irwin Paving Inc.	Improvements to runway	$566,372.43
T-Mobile	Service	$41.65
AIRPORT TOTAL		$592,678.82

TAX INCREMENT FINANC

Vendor	Invoice Description	Amount
Ag Processing Inc.	TIF	$659,560.36
TAX INCREMENT FINANC TOTAL		$659,560.36
CITY CLAIMS TOTAL		$1,859,496.72

UTILITY FUNDS

WATER SYSTEM

Vendor	Invoice Description	Amount
Amazon Capital Services	hydrogen peroxide	$72.40
Amgl Cpas & Advisors	audit and single audit for year ended Sept 30, 2026	$3,050.00
Applied Connective Technologies	IT service	$533.40
Arps	concrete	$97.45
Baird Holm Llp	NDEE Sewer Financing	$1,007.50
Butler County Chamber Of Commerce	Butler County Chamber Membership	$183.33
Butler County Welding	pin, punch	$20.83
Clearfly	VOIP Phone Services	$75.18
Dale'S Food Pride	Water, Coffee, Creamer, Sugar, Cleaner	$65.35
David City Ace Hardware	bug spray; safety glasses; trash bags; hose; shovel; coupler	$239.58
David City Electric Dept.	Electric Service	$11,628.09
David City Payroll Account	Employee Payroll - September 24 to October 23, 2026; 401a portion; Health Insurance; Social Security Remittance	$35,828.99
Diversified Safety & Compliance	DOT Annual Membership	$23.43
Fehr Solutions, Llc	Water TX consulting	$1,675.00
General Fund	In Lieu of Tax and Occupation Fees	$3,532.35
Hawkins, Inc.	Chemicals	$9,409.30
Ingwersen Roofing	Sealing all seems and all nails with silicone	$1,600.00
Jackson Services, Inc.	Wet Mops, Mops, Mats, Shop Towels, Hand Towels	$179.66
Jeo Consulting Group, Inc	North 6th Street water main improvements and WTP backwash forcemain	$17,578.75
Charles Klement	Strobe warning light bulb for Ford whale	$20.48
League Association Of Risk Management	Insurance	$60,782.63
Lincoln National Life Insurance Company	Employee Life Insurance and LTD Insurance	$42.68
Lincoln Winwater Works	pipe, cement, cleaner, primer, socket cap; tips; grate - returned item; cement, cleaner; piep, cement; split cplg; valve box, restraint, bolt	$7,607.10

Midwest Laboratories, Inc.	supplies for testing	$442.80
Municipal Supply, Inc.	shell extension, lid; power cable	$524.51
Nebraska Dept. Of Revenue	Sales and use tax - Sept 2026	$1,608.50
Nebraska Public Health Environmental Lab	Tests	$282.00
Northwest Electric, Llc	Service	$1,080.00
One Call Concepts, Inc.	Locate Requests	$134.42
Per Mar Security Services	Service - Hosting Access Control, Interactive Security App, Monitoring	$16,494.91
Plunketts Pest Control	Pest control program for August 2026; October 2026 Pest control	$176.80
Postmaster	Postage to mail utility bills - October 2026	$235.50
Powermanager	Bank statement reconciliation; Value support plan 1/1/2027 to 12/31/2027	$3,861.36
Rehmer Auto Parts	floor dry	$284.88
Rerucha Ag & Auto Supply	chemical cleanup; battery brush, cleaner & protector, alternator, battery cable and cable ends; grease gun	$394.96
Sack Lumber Company	lathe stake, marker; roof sealant	$57.48
Smejkal & Elm Pc	Prep of 2026-2027 budget	$1,127.50
Techradium, Inc.	IRIS alert subscription	$885.00
Thiele Geotech Inc.	Material Testing	$744.00
Time Management Systems, Inc.	Monthly Software Subscription & Support	$31.20
Verizon Wireless	Wireless Phone Service	$225.46
Waste Connections Of Ne	Garbage Service	$55.12
Wex Bank	Fuel	$1,052.15
Windstream	Telephone Service; Service - Data & Internet	$1,308.07
WATER SYSTEM TOTAL		$186,260.10

ELECTRIC SYSTEM

Vendor	Invoice Description	Amount
Amazon Capital Services	ink	$699.37
Amgl Cpas & Advisors	audit and single audit for year ended Sept 30, 2026	$3,050.00
Applied Connective Technologies	IT service	$849.50
Baird Holm Llp	NDEE Sewer Financing	$552.50
Blackburn Mfg. Co.	Paint	$525.05
Border States Industries, Inc.	insulator; Coat	$834.05
Bryant Air Conditioning & Heating Co.	maintenance	$919.13
Butler County Chamber Of Commerce	Butler County Chamber Membership	$183.34
Butler Public Power District	2026 Pole Attachments; Subtransmission line and transformation charges	$32,045.56
Clearfly	VOIP Phone Services	$212.18
David City Ace Hardware	batteries	$107.90
David City Payroll Account	Employee Payroll - September 24 to October 23, 2026; 401a portion; Health Insurance; Social Security Remittance	$83,218.77
David City Utilities	Credit Card Charges	$2,121.61
Diversified Safety & Compliance	DOT Annual Membership	$58.65
Elster Solutions, Llc	SMA renewal September 2026; SMA renewal October 2026	$3,639.30
Glen Franta	Over payment on account - account closed	$247.54
Frontier Cooperative Company	fuel	$633.55
General Fund	In Lieu of Tax and Occupation Fees	$24,604.67
Husker Electric Supply Company	copper wire; breakers; h tap connector; wrench; hasps; groove connector; clamp, lug; meter socket hub	$2,146.55
Jeo Consulting Group, Inc	Electrical service and system upgrades for NE Dairy; DC electrical distributions	$15,322.50
League Association Of Risk Management	Insurance	$79,313.58
Lincoln National Life Insurance Company	Employee Life Insurance and LTD Insurance	$84.37
Nancy A. Krenk Llc	Cleaning Services - October 2026	$770.00
Nebraska Dept. Of Revenue	Sales and use tax - Sept 2026	$18,105.48
Nebraska Public Power District	Service for September 2026	$471,159.64
One Call Concepts, Inc.	Locate Requests	$134.42
Postmaster	Postage to mail utility bills - October 2026	$235.50
Powermanager	Bank statement reconciliation; Value support plan 1/1/2027 to 12/31/2027	$3,861.36
Smejkal & Elm Pc	Prep of 2026-2027 budget	$1,127.50
Techradium, Inc.	IRIS alert subscription	$885.00
Time Management Systems, Inc.	Monthly Software Subscription & Support	$31.21
Vandenberg Electric Communications	Subdivision primary power	$14,697.10
Verizon Wireless	Wireless Phone Service	$307.48
Waste Connections Of Ne	Garbage Service	$68.94

Wesco Distribution	rd poly w/ rope	$3,600.00
Western Area Power Agency	Electric Service for May, 2018	$15,847.76
Wex Bank	Fuel	$218.93
Windstream	Telephone Service	$916.19
ELECTRIC SYSTEM TOTAL		$783,336.18

SEWER SYSTEM

Vendor	Invoice Description	Amount
Amgl Cpas & Advisors	audit and single audit for year ended Sept 30, 2026	$3,050.00
Applied Connective Technologies	IT service	$457.35
Arps	concrete	$459.50
Baird Holm Llp	NDEE Sewer Financing	$3,488.50
Brb Contractors Inc	Wastewater Treatment Plant Improvement Payment #31	$99,230.47
Butler County Chamber Of Commerce	Butler County Chamber Membership	$183.33
Butler County Welding	build and install port screen in lagoon dumpster; stainless steel; steel	$617.86
Clearfly	VOIP Phone Services	$40.25
Dale'S Food Pride	Water, Coffee, Creamer, Sugar, Cleaner	$7.00
David City Ace Hardware	tape	$30.77
David City Electric Dept.	Electric Service	$8,894.01
David City Payroll Account	Employee Payroll - September 24 to October 23, 2026; 401a portion; Health Insurance; Social Security Remittance	$21,939.68
Diversified Safety & Compliance	Pre employemnt drug screen - S. Andreasen	$95.00
General Fund	In Lieu of Tax and Occupation Fees	$2,559.18
Htm Sales Inc	cable, adapter	$8,550.00
Jackson Services, Inc.	Wet Mops, Mops, Mats, Shop Towels, Hand Towels	$59.81
Jeo Consulting Group, Inc	WWTF and trunk sewer construction services; Aiport sewer lift station improvements	$23,601.25
Koch Excavating Co., Inc.	whiterock	$5,265.76
League Association Of Risk Management	Insurance	$58,727.43
Lincoln National Life Insurance Company	Employee Life Insurance and LTD Insurance	$17.52
Lincoln Winwater Works	pvc, pipe, end cap; pvc, elbow, adapter	$1,978.83
Nebraska Dept. Of Revenue	Sales and use tax - Sept 2026	$6,520.65
Plunketts Pest Control	Rodent control program	$234.00
Powermanager	Bank statement reconciliation; Value support plan 1/1/2027 to 12/31/2027	$3,861.35
Rerucha Ag & Auto Supply	oil absorb; towels, washer fluid	$119.13
Sack Lumber Company	solid block; open end block	$35.70
Smejkal & Elm Pc	Prep of 2026-2027 budget	$1,127.50
Sudbeck Underground	Bore and install pipe for sewer at grade for butter plant	$7,020.00
Time Management Systems, Inc.	Monthly Software Subscription & Support	$31.19
Usa Blue Book	wipes, tests, filter	$652.14
Vandenberg Electric Communications	Lift station work	$625.00
Verizon Wireless	Wireless Phone Service	$40.03
Vrba Construction, Inc.	sewer repair at 11th street; replace sewer service; Install sewer line at NE Dairy	$14,546.50
Waste Connections Of Ne	Garbage Service	$739.33
Wex Bank	Fuel	$352.38
Windstream	Telephone Service; Service - Data & Internet	$635.46
SEWER SYSTEM TOTAL		$275,793.86

ELECTRIC PLANT

Vendor	Invoice Description	Amount
Akrs Equipment	Parts	$121.97
Black Hills Energy	Natural Gas Service	$475.58
Clearfly	VOIP Phone Services	$49.75
David City Water Dept.	Water Service	$53.75
Grainger	starting fluid, lube, oil	$150.15
Jackson Services, Inc.	Wet Mops, Mops, Mats, Shop Towels, Hand Towels	$85.83
League Association Of Risk Management	Insurance	$7,284.31
Per Mar Security Services	Service - Hosting Access Control, Interactive Security App, Monitoring	$2,215.58
Rehmer Auto Parts	parts cleaner	$77.31
Windstream	Telephone Service	$438.37
ELECTRIC PLANT TOTAL		$10,952.60

SERVICE DEPOSITS

Vendor	Invoice Description	Amount
Paulette Acosta	Service Deposit Refund	$229.94
SERVICE DEPOSITS TOTAL		$229.94
UTILITY CLAIMS TOTAL		$1,256,572.68
GRAND TOTAL		$3,116,069.40

JEO Project Status Report

To: City of David City: Mayor Jessica Miller

Date: November 6, 2026

Report Prepared By: Ethan E. Joy, PE

JEO #	Project	Funding Source	Current Status	Expectations	Necessary City Action	Schedule
251034.00	Wastewater Treatment Plant and AGP Sewer Improvements	NE SRF/TIF	Contractor finishing up punchlist items, rain has slowed final grading work	Headworks new gate to be installed in the next two weeks. Plan to have a final walkthrough in mid-November	None	Expect closeout in December
254447.00	David City Intersection Improvements	Local	Received preliminary NDOT comments	JEO addressing NDOT Comments	None	Final Design and deliverables due January 2027.
260990.00	2026 Electrical Distribution Improvements	Local	Construction ongoing	Completion of Group B	None.	Group A: Sept. 18, 2026 Group B: Oct. 30, 2026 Group C: Aug. 13, 2027
252004.00	David City 5th Street Improvements	Local	Working on 90% design	After completion of 90% design, plan to wait until later in 2027 to finish due to city request to delay the project.	None	Final Design pushed back due to city request to delay bidding to late 2027

Thank you.

Note: Items in Red are new from previous report.

Ethan E. Joy, PE
Branch Manager

Your Goals, Our Team, One Vision

City of David City Department Head Monthly Report

From: Wastewater Department Report for Month: October 2026

Influent Flow: (Influent Station): 28,994,803 Gallons
Average Daily Influent Flow: 935,316 GPD
Average AGP Flow: 199,176 GPD

Effluent Flow:
Out-fall Flow #001(Lagoon Discharge): 0 Gallons
Out-fall Flow #004(Direct Discharge): 28,994,803 Gallon

Maintenance:
- Changed air filter in office
- Cleaned TSS and DO probes in the basins.
- Continued monthly preventative maintenance tasks on bar screen, blower diffusers, and filters.

***Sampling*:**
- Samples sent to Midwest 10/08, great results from that.

Wastewater Projects:
- Assist other departments as needed.
- Process testing currently being conducted twice a week
  - Stevie Andreasen started end of October, and she is taking over lab testing
  - Working to get necessary equipment for FOG and BOD tests.
- Construction nearing completion, including grading and pouring concrete.
- Had meeting with NE Dairy regarding permit limits
- Had issues with gate, had gate guy out to fix it.
- Received invoice for gate work, working on having trash company pay for part.
- Cleaned dumpsters and installed valves for water removal.
- Working to fix incubator in the lab. Potentially a faulty relay or heating coil.

Report completed by: Josh Human **Date:** 10/09/2026

CITY OF DAVID CITY
DEPARTMENT HEAD MONTHLY REPORT

Department: Electric Department

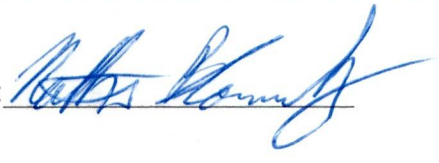
Month: October, 2026
MAIN PROJECTS/ACTIVITIES:

- Did locates.
- Did monthly report and invoices.
- Did City billing for October.
- Did lagoons project with Chuck G.
- Changed transformers behind Butler County Health.
- Worked on Fast Forward fixes.
- Got automatic bucket truck fixed
- Took squirt boom in for recall.
- Fixed street lights.
- Disconnect Promise payees and reconnected.
- Disconnected [8] nonpayer customers.
- Switched the spacer cable back to normal after HKS put in the new relay.
- Working with JEO on Nebraska Dairy project. ON GOING
- Did switchman training for 3 employees.

- OVERTIME: 13hrs. (Pat 0 hrs.) (Mick 2.00 hrs.) (Nate 4.50 hrs.) (John 0 hrs.) (CJ 0.75 hrs.) (Brendan 5.75 hrs.) (Trevor Smith 0) (Alex 0 hrs.)

ACCOMPLISHMENTS AND/OR PROBLEMS:

SUGGESTIONS AND/OR COMMENTS:

Signature: 

HRUSKA MEMORIAL PUBLIC LIBRARY NEWS

November 2026



HRUSKA MEMORIAL PUBLIC LIBRARY

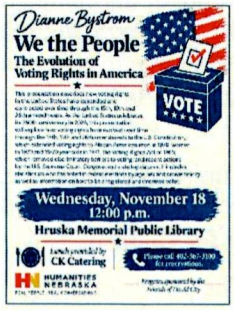
DAVID CITY AND BUTLER COUNTY'S

MONDAY- THURSDAY 9:00AM-6:30PM SATURDAY 8:00AM-12:00PM

399 N 5th Street, David City, NE 68632 ~ 402-367-3100 ~ DavidCityLibrary.org ~ HruskaLibrarian@DavidCityNE.gov

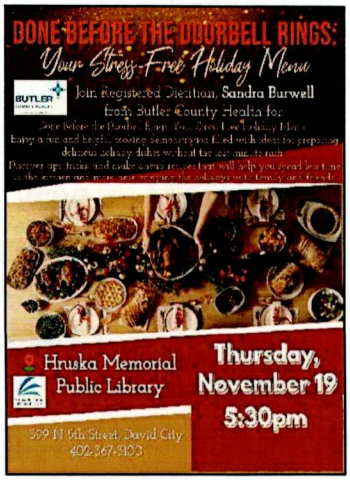
LIBRARY CLOSING— The Library will be **closed on Wednesday, November 11th** in observance of Veterans Day and **Thursday, November, 26th** in observance of Thanksgiving.

FOOD FOR THOUGHT —Join us **Wednesday, November 18, at noon** for a special Humanities Nebraska program featuring **Dianne Bystrom** presenting **"We the People: The Evolution of Voting Rights in America".** As the United States celebrates its 250th anniversary in 2026, this presentation will explore how voting rights have changed throughout our nation's history. Learn how the 15th, 19th and 26th Amendments expanded voting rights to African American men, women and 18- to 20-year-olds, along with the impact of the Voting Rights Act of 1965. The program will also discuss recent actions by the U.S. Supreme Court, Congress and state legislatures, voting trends among different age groups and demographics, and how to become a registered and informed voter.



Lunch will be provided by CK Catering, and the program is sponsored by the Friends of David City. Reservations are requested, as seating is limited. Please call 402-367-3100 to reserve your spot. This program is presented with support from **Humanities Nebraska, the Nebraska State Legislature, the Nebraska Cultural Endowment and the Library Foundation.**

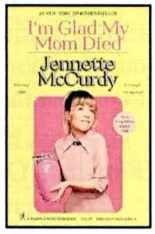
"DONE BEFORE THE DOORBELL RINGS: Your Stress-Free Holiday Menu"— Get ready for the holidays with less stress and more time to enjoy the season! Join us on **Thursday, November 19, at 5:30 p.m.** for a special cooking demonstration featuring **Sandra Burwell, Registered Dietitian with Butler County Health**. Sandra will share helpful tips, tricks, and make-ahead recipe ideas to help you prepare delicious holiday dishes without the last-minute rush. Learn how a little planning can make holiday entertaining easier, leaving you more time to enjoy good food and special moments with family and friends. This program is a great opportunity to pick up new ideas and make your holiday cooking a little more enjoyable. Please register for this program as seating is limited.



SILENT AUCTION— A Silent Auction of donated items will be on display, featuring a 3D Printer! The auction will be **November 16th – November 30th, concluding at 1 p.m. on the 30th.** Proceeds support the Friends of the Library for library programming.

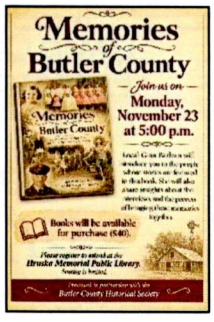
GENEALOGICAL SOCIETY— Meets **Monday, November 30th, at 10:00 a.m.** at the library. Whether you're new to family history research or a practiced genealogist, this group is a great place to learn, share discoveries, and get help with research roadblocks. New members and guests are always welcome!

BOOK CLUB— **Monday, November 30th, Noon.** The noon book club will be discussing I'm Glad My Mom Died by Jeanette McCurdy. All who have read the book are welcome to attend. Need a copy? Be sure to stop by the library— a valid library card is required to check out materials. Come share your thoughts and enjoy a great discussion with fellow readers!



MEMORIES OF BUTLER COUNTY —
Monday, November 23rd
5:00 PM

Join us at the library for a special evening with Nebraska Author Gina Barlean! Celebrating the people and stories that make Butler County's history so rich. Local resident Gina Barlean will introduce attendees to the individuals whose interviews are featured in *Memories of Butler County*, a book containing transcripts from the 2024 Docu-Memories Series. Gina will share insights into the interviews and the process of bringing these personal memories and stories together, helping preserve a piece of our local heritage for future generations. This is a wonderful opportunity to learn more about the people, experiences, and memories that have shaped our communities. Whether you enjoy local history or simply love hearing the stories of those who came before us, you won't want to miss this special evening! Books will be available for purchase for $40.



Please register at Hruska Memorial Public Library, as seating is limited. For more information or to register, call 402-367-3100. This program is presented in partnership with the Butler County Historical Society.

VETERANS TRIBUTE WALL—Honoring Our Heroes! Visit the Veterans Tribute Wall on display in the main library. This special photo exhibit celebrates the brave men and women who have served our country — our neighbors, friends, and family.

Please consider donating your leftover Halloween candy to the Library for gingerbread house building day!



ROAD SCHOLAR: VIRTUAL LEARNING —

Thursday, November 5th, 1:00 p.m.
"Saving the Hidden Coral of the Mediterranean" — Film Screening

Beneath the sparkling surface of the Mediterranean lies a hidden world most people never encounter — ancient coral habitats that shelter more than 1,800 species. These fragile underwater gardens took centuries to form, yet destructive bottom trawling can flatten them in a matter of minutes. Join marine biologist Anastasia Miliou of the Archipelagos Institute of Marine Conservation for a film screening followed by a live conversation about the urgent mission to protect them.

Tuesday, November 17th, 1:00 p.m.
Florida's Gentle Giants—Protecting Manatees Above & Below

Celebrate Manatee Awareness Month with a fascinating program featuring Jason Robertshaw of Mote Marine Laboratory. Discover how more than 30 years of research, including aerial surveys, drones and photo-identification, help scientists track manatees and protect their habitats. Learn about the challenges these gentle giants face, from seagrass loss and harmful algal blooms to cold stress and human activity, and how ongoing research is guiding conservation efforts to protect Florida's beloved manatees.

DAVID CITY LIBRARY FOUNDATION GIFTS

AS OF 10/22/2026

In Memory of
Billy McCracken,
From
Dale & Lucy Cooper
Jeff D & Lucy Watts

♦

Memorial Tree Donations
In Honor of:
Butler County Right to Life
Jean & Joe Smith

♦

In Memory of
Jerome & Betty Meysenburg,
From
Carla Casper

♦

All donations are greatly appreciated! Gifts are used for library improvements and programming.

Please address donations to the David City Library Foundation at 399 N. 5th St., David City, NE 68632.

LIBRARY PUZZLE EXCHANGE!

Bring a puzzle in, take a puzzle home.

Looking for a new puzzle to enjoy? Stop by the library's Puzzle Exchange! Bring in a puzzle you no longer need and take home a different one. No checkout required!

Puzzles donated should be in good condition, include all pieces, and have a box with a picture of the completed puzzle. Don't have a puzzle to trade? No problem! Feel free to take one now and bring a puzzle to share on your next visit.

Once you've finished your puzzle, you can return it to the exchange or keep it for yourself!

Please note: The puzzle exchange is self-serve. Library staff do not check puzzles for condition or verify that all pieces are included.

MANGO LANGUAGES—

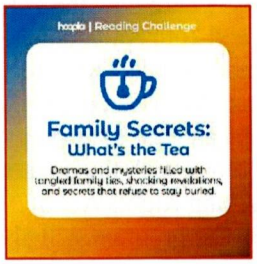
Learn a New Language
FREE — with Your Library Card!
Over 70 languages to choose from including ASL!

Visit: http://connect.mangolanguages.com/hruska-memorial/start

What you'll need: Your Library Card Number
PIN: your last name, lowercase

Create your account in a web browser, then continue learning online or download the Mango Languages app on your devices.

Access to Mango Languages is made possible by a generous grant from the **Butler County Area Foundation Fund.**



Hoopla's 2026 Reading Challenge!

The November book challenge is **"Family Secrets: What's the Tea"**

Visit your hoopla app and look for the reading challenge or visit:
https://www.hoopladigital.com/collection/family-secrets-or-whats-the-tea/1793471

November 2026 – Youth Programs and Events

Monday, November 2nd: Toddler Time 10:00-10:30am
Let little ones play, interact, and enjoy short stories while you connect and chat with other adults who care for young children.

Thursday, November 5th: Gaming Club, 3:45-4:30pm
Open to all gamers, show off your gaming skills on the Nintendo Switch as well as tablets!

Monday, November 9th: Make With 4H, 3:45-4:30pm
2nd-6th grade *Must be signed up to attend*

Tuesday, November 10th: Storytime, 10:-11:00am & 5:-6:00pm
Stories , craft and a snack! Recommended for ages 3-6.
Must be signed up to attend

Wednesday, November 11th: Closed for Veterans Day

Thursday, November 12th: Book Bedazzling 3:45-4:45pm
Bring your favorite book and give it a glow-up! Use colorful gems to bedazzle your cover and create a one-of-a-kind design that's totally you. All supplies provided-just bring a book and get ready to sparkle! Recommended for grades 5-12th
Must be signed up to attend & BRING YOUR OWN BOOK TO BEDAZZLE

Monday, November 23rd: Toddler Time 10:00-10:30am

Tuesday, November 24th: Storytime, 10:-11:00am & 5:-6:00pm

Thursday, November 26th, Closed for Thanksgiving

Check Meowt!!

Sunny, the robotic cat, is now available for checkout. Come into the library to get on the waitlist!



To: Library Board of Trustees

From: Library Director, Lucy Watts

RE: Library Board of Trustees Meeting— **Monday, November 9, 2026 5:30pm**

Hruska Memorial Public Library

AGENDA

I. Call to Order (Open Meetings Act)

II. Approval of Minutes

III. Presentation of Bills

IV. Director's Report—Circulation, Dept. Head Report, Budget. (Emailed)

V. Old Business—

A. Other.

VI. New Business—

A. Lifevac

B. Employee Evaulations

C. Volunteer Potluck

D. Other.

Next meeting Monday, December 7, 2026, 5:30pm

Hruska Memorial Public Library Board of Trustees Meeting

399 North 5th Street, David City, NE 68632 Monday, October 12, 2026

I. Call to order: Meeting was called to order at 5:32 p.m. by President Heather Allen, Members present were, Keith Byrkit, Aimee Scribner and Director Lucy Watts. Absent: Tiffani Jahde and Tina Kriby. President Allen reminded the board of the Open Meetings Act posted on the wall.

II. Approval of Minutes: Keith moved to approve the minutes. Aimee seconded the motion. All approved.

III. Bills: Lucy reviewed the monthly bills that were submitted to the City, including a $500.00 stipend from the IMLS 2050 conference to spend on programming. A Library Report was not presented by the City for review. Lucy will discuss with the City if there is anything that can be done to make sure we receive a Library Report for review.

IV. Director's Report - Circulation Report: Lucy reviewed the various reports, and discussed the budget. With 95.88% of the year gone, 92.12% of the budget has been spent.

V. Old Business:

a. Other: none.

VI. New Business:

a. Student Library Cards: Cards for out of county students were discuss. Heather made a motion to amend the current policy under Library Card Eligibility to state: patrons who live outside Butler County but work or attend the local schools in David City may obtain a library card for an annual fee of $25 per household. Proof of employment or attendance in David City is required. Aimee seconded the motion. All approved.
b. Inventory Final: Inventory is officially complete. With over 25,000 items in the library collection, 105 items were unaccounted for, that is .4% of the collection. This does include items that likely were not include in past inventory counts. Most of the missing items were children's books and those items have been removed from the library ILS system.
c. Officer Elections: Keith made motion to keep the current slate of officers. Aimee seconded. All approved. President: Heather Allen, Vice-President: Tina Kirby, Secretary: Tiffani Jahde.

d. Other: none.

VII. Adjournment: Aimee moved the meeting to be adjourned. The meeting was adjourned at 5:52 p.m.

Respectfully Submitted by,
Lucy Watts, Secretary Pro tem

October 2026, Library Department Head Report

Regular library hours allow community members 42 hours of in-house library service each week, 2,184 hours, annually.
Online services, Libby and hoopla, offer patrons access to digital literacy, 24 hours a day, 7 days a week.

General duties were completed, including organization of reports for the Library Board of Trustees, Library Foundation and the Friends of the Library Board as well as two staff meetings.

As of October 31, 2026 5,049 items were circulated, a total of 136 items were added to the collection, 56 adult books, 5 young adult books, 50 children's books, 3 DVDs, 19 magazines, and 3 special collections items. A total of 22 items were withdrawn from the collection, 4 children's books, 16 magazines, and 2 DVDs. There were 28 meetings in the Community Rooms and 29 in the Study Rooms. Attendance in the Library, October of 2026, was 1,436 as compared to attendance in 2025 of 2,159 (this included a large program held in partnership with the Butler County Historical Society. A total of 34 cards were registered, with 24 from Butler County residents and 10 from David City residents.











Adult Programs and Educational Opportunities: The library offered several opportunities for adults to participate in educational and cultural programming. On October 6, Nebraska author Keith Ludden visited the library to discuss his debut short story collection, It Makes the Bread Rise, followed by a book signing. The October Food for Thought program featured Humanities speaker Janet Jeffries presenting Threads of Wisdom: Vintage Czech Wall Cloths. The presentation explored Czech history, textiles, costumes, and cultural traditions brought to Nebraska by Czech immigrants. This program was supported by Humanities Nebraska, the Nebraska State Legislature, the Nebraska Cultural Endowment, and the Friends of the Library. Road Scholar virtual learning programs covering brain health and the cultural traditions surrounding Santa Muerte and the Day of the Dead. The Butler County Nebraska Historical Society also presented a free public program highlighting the history, courage, and community spirit of volunteer fire departments serving communities throughout Butler County.

Book Clubs and Genealogy: The library continued to provide opportunities for patrons to connect through reading and shared interests. The noon book club discussed The Husband's Secret by Liane Moriarty, while the evening book club featured Ask Again, Yes by Mary Beth Keane. The Butler County Genealogical Society met at the library, welcoming individuals interested in family history research, sharing discoveries, and receiving assistance with research challenges.

Youth Services and Family Activities: October activities included LEGO Club, Toddler Time, Storytime, Gaming Club, movies, seasonal crafts, and book-related activities. Special activities included a painted Halloween brick craft, book bedazzling, and a witch-themed book craft. Storytime provided children with stories, crafts, and snacks, while Toddler Time offered young children opportunities to play, interact, and enjoy short stories with their caregivers. Several activities required advance registration to help manage attendance and ensure adequate supplies. The library also promoted the community's downtown Trunk or Treat event.

Digital Resources and Lifelong Learning: Mango Languages, Hoopla and Libby/OverDrive were promoted; these resources help extend library services beyond traditional print materials and provide opportunities for patrons to learn and read at their convenience. The use of digital resources has been steadily increasing, while some services are a one-time a year fee, hoopla is paid by checkout. The Library Board of Trustees has been discussing was to manage this cost.

Friends of the Library and Fundraising: National Friends of the Library Week, October 18–24, provided an opportunity to recognize the contributions of the Friends of the Library. The Friends support library services through used book sales, membership drives, special fundraising events such as Chocolate Friend-zy, and sponsorship of programs and activities. Their financial contributions help enhance library programming, including children's activities and special community celebrations. Volunteers also assist with donations, promotions, and community partnerships.

Community Outreach and Veterans Recognition: The library began preparations for a Veterans Day Tribute Wall to be displayed throughout November. Community members were invited to submit photographs of veterans, along with details such as their branch or area of service and years served. This project provides an opportunity for families and community members to help recognize and honor local veterans and preserve their stories for the community.

NLA & MPLA Library Conference: Library Director, Lucy Watts attended the Nebraska Library Association & Mountain Plains Library Association joint Library conference October 14-16 in La Vista, NE. Attending the conference furthered continuing education credits for the library and Library Director, Lucy.

Overall: October's activities demonstrated the library's continued commitment to providing educational and cultural programming, encouraging reading and literacy, supporting youth and families, promoting digital resources, and preserving local history. Partnerships with Humanities Nebraska, the Butler County Area Foundation Fund, the Friends of the Library, and local historical organizations helped expand programming and provide additional learning opportunities for the community.

See the November newsletter and the Library's Facebook page for upcoming events.

Submitted by *Lucy Watts*, Library Director 11/2/2026

General - Circ Count by Item Type DAVID CITY

Report ID: **891**

Total number of results: **10**

ItemType	description	count(*)
14DAY3	14 day books (3 renewals)	7
ABK	Adult Books	1013
AUDBK	Audio Books	32
CE	Circulating Equipment	3
DEFAULT	DEFAULT	16
DVD	DVDs	263
JBK	Childrens Books	2447
M	Magazines	145
SPC	Special Collections	16
YABK	Young Adult Books	103

In house:	4,045
hoopla:	266
Libby:	738
	5,049

Items held, added, and withdrawn in a date range by item type DAVID CITY

Report ID: **890**

Notes: for rt108922; number of items held at the start and end of a date range, and the number of items added and withdrawn during that date range

Total number of results: **15**

description	held_at_start	added	withdrawn	held_at_end
14 day books (New Adult Books)	1	0	0	1
14 day books (3 renewals)	321	0	0	321
Adult Books	10578	56	0	10634
Audio Books	197	0	0	197
Circulating Equipment	23	0	0	23
DEFAULT	5	1	0	6
DVDs	934	3	2	935
AV Equipment	2	0	0	2
Childrens Books	9567	50	4	9613
Kits	5	0	0	5
Magazines	632	19	16	633
Music Compact Disc	32	0	0	32
Reference	658	0	0	658
Special Collections	1804	2	0	1806
Young Adult Books	996	5	0	1001
		136	22	

CITY OF DAVID CITY

CITY OFFICE – DEPARTMENT HEAD REPORT

Reporting Period: October 1–31, 2026
Department Head: Lori Matchett, CMC – City Clerk/Treasurer

1. FINANCIAL MANAGEMENT & ANNUAL AUDIT

October was a particularly busy month for the City Office as staff worked on completing fiscal year-end responsibilities and preparing documentation for the City's annual audit.

- Coordinated with the City's auditors and gathered financial records for the fiscal year ending September 30, 2026.
- Prepared and organized bank statements, payroll records, accounts payable and receivable reports, interfund transfers, debt schedules, and supporting financial documentation.
- Worked with City Office staff to divide audit responsibilities and gather requested information.
- Reviewed fiscal year-end financial reports and worked through necessary adjustments and reconciliations.
- Coordinated requests for federal expenditure information relating to transportation projects.
- Continued reviewing fund balances, transfers, and financial reporting procedures.
- Prepared updated account number reference guides for City departments and utilities to assist employees and department heads with proper account coding.

The annual audit required significant staff time in addition to regular City Office responsibilities.

2. ACCOUNTS PAYABLE & INTERNAL CONTROLS

Continued reviewing and improving the City's accounts payable procedures to strengthen financial accountability and documentation.

- Reviewed the claims approval process and responsibilities assigned to City Office employees.
- Reinforced the use of claims cover sheets and appropriate approval signatures.
- Clarified procedures for recording check numbers, verifying claims against issued checks, and maintaining supporting documentation.
- Reviewed scanning and electronic filing procedures for claims, invoices, and payment records.
- Continued utilizing the updated City Council Check Approval List format, combining City and Utility claims into a consistent, easy-to-review report.

These procedures are intended to improve accuracy, accountability, and the City's internal financial controls.

3. CITY COUNCIL & BOARD ADMINISTRATION

The City Office continued providing administrative support for City Council meetings and various City boards and committees.

Activities included:

- Prepared City Council agendas, meeting packets, minutes, and edited minutes for newspaper publication.
- Prepared meeting materials for the October 14 and October 28 City Council meetings.
- Coordinated agendas and meeting notices for the Tree Board, Downtown Revitalization Committee, Park and Recreation Advisory Board, and Board of Zoning Adjustment.
- Assisted with rescheduling the Downtown Revitalization Committee meeting after the October 21 meeting lacked a quorum.
- Coordinated meeting notices and agenda preparation to allow committee recommendations to proceed to the City Council.
- Continued organizing and filing ordinances, resolutions, and other official City records.
- Assisted with public notices and meeting requirements.

4. PERSONNEL & HUMAN RESOURCES

The City Office continued assisting with employee administration, personnel documentation, and hiring procedures.

- Prepared employment materials and onboarding documentation for new employees.
- Coordinated preparations for an employee scheduled to begin employment October 26, 2026.
- Updated employee onboarding checklists and reviewed required employment forms and procedures.
- Prepared correspondence notifying applicants that the Deputy City Clerk position had been filled.
- Updated departmental organizational charts to reflect current staffing and reporting structures.
- Assisted with personnel documentation and employment verification requests.
- Continued regular payroll processing and employee leave record maintenance.

5. OFFICE OPERATIONS & PROCEDURE IMPROVEMENTS

Continued efforts to improve consistency, organization, and efficiency throughout the City Office.

- Reviewed employee responsibilities and opportunities for cross-training.
- Worked on improving document management and electronic recordkeeping.
- Reviewed accounts payable filing procedures and organization of financial records.
- Updated departmental account reference materials for employees and department heads.
- Continued identifying opportunities to streamline financial processes and reduce manual paperwork.
- Worked on improving communication and coordination between City departments.

6. GRANTS, PROJECTS & ADMINISTRATIVE SUPPORT

The City Office continued providing administrative and financial support for ongoing City projects.

- Worked on documentation associated with the Wastewater Treatment Facility and State Revolving Fund requirements.
- Assisted with financial reporting and recordkeeping for City infrastructure projects.

- Continued coordination of grant documentation and project-related administrative requirements.
- Assisted with documentation and communication relating to City improvement projects.
- Continued working on SAM registration renewals and related administrative requirements.

7. UPCOMING PRIORITIES

The City Office will continue focusing on the following items during November:

- Complete outstanding annual audit requests and financial adjustments.
- Continue improving accounts payable procedures and internal controls.
- Review opportunities to improve financial software and bank reconciliation processes.
- Continue updating personnel forms, policies, and administrative procedures.
- Maintain timely preparation of City Council and committee agendas, minutes, and publications.
- Continue organizing financial and administrative records.
- Assist with ongoing City projects, grants, and reporting requirements.
- Continue cross-training City Office employees to improve efficiency and coverage.

DEPARTMENT SUMMARY

October was a demanding month for the City Office, with a significant amount of time dedicated to the annual audit, fiscal year-end financial responsibilities, and regular City operations.

In addition to daily responsibilities involving utility billing, accounts payable, payroll, customer service, and financial management, staff continued supporting City Council meetings, board activities, personnel administration, and ongoing City projects.

The City Office continues to focus on improving internal controls, maintaining accurate financial records, streamlining procedures, and providing efficient and accountable service to the City of David City and its residents.

Respectfully submitted,

Lori Matchett, CMC
City Clerk/Treasurer
City of David City

City of David City, Nebraska

TREASURER'S REPORT

Fiscal Year: October 1, 2026 to September 30, 2027

FUND	OCTOBER 2026 REVENUE	CURRENT YEAR TO DATE REVENUE	OCTOBER 2026 EXPENSES	CURRENT YEAR TO DATE EXPENSE	MONTHLY PROFIT/LOSS	YEAR TO DATE PROFIT/LOSS
Sales Tax	$104,541.71	$104,541.71	$256,470.00	$256,470.00	($151,928.29)	($151,928.29)
General	$85,038.71	$85,038.71	$40,872.62	$40,872.62	$44,166.09	$44,166.09
Building Permits	$2,025.00	$2,025.00	$5,855.81	$5,855.81	($3,830.81)	($3,830.81)
Creative District	$0.00	$0.00	$128.80	$128.80	($128.80)	($128.80)
Street Department	$22,648.77	$22,648.77	$90,143.84	$90,143.84	($67,495.07)	($67,495.07)
Recycling	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Police Department	$1,150.00	$1,150.00	$130,487.56	$130,487.56	($129,337.56)	($129,337.56)
Swimming Pool	$450.84	$450.84	$231.73	$231.73	$219.11	$219.11
Park	$740.00	$740.00	$37,050.52	$37,050.52	($36,310.52)	($36,310.52)
Recreation Department	$147,891.00	$147,891.00	$18,928.26	$18,928.26	$128,962.74	$128,962.74
Library	$5,780.70	$5,780.70	$14,051.65	$14,051.65	($8,270.95)	($8,270.95)
Schweser House	$135.00	$135.00	$0.00	$0.00	$135.00	$135.00
RV Campgrounds	$7,500.00	$7,500.00	$1,696.35	$1,696.35	$5,803.65	$5,803.65
Auditorium	$0.00	$0.00	$3,976.07	$3,976.07	($3,976.07)	($3,976.07)
Airport	$20,133.12	$20,133.12	$23,047.67	$23,047.67	($2,914.55)	($2,914.55)
Various Purpose	$29,399.73	$29,399.73	$0.00	$0.00	$29,399.73	$29,399.73
Social Security	$3,385.08	$3,385.08	$0.00	$0.00	$3,385.08	$3,385.08
K-9 Donation Fund	$122.00	$122.00	$0.00	$0.00	$122.00	$122.00
Tax Increment Financing	$6,631.22	$6,631.22	$24,090.36	$24,090.36	($17,459.14)	($17,459.14)
Capital Improvement	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Community Development	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY	**$437,572.88**	**$437,572.88**	**$647,031.24**	**$647,031.24**	**($209,458.36)**	**($209,458.36)**
Water System	$200,541.07	$200,541.07	$96,138.73	$96,138.73	$104,402.34	$104,402.34
Electric System	$1,151,861.45	$1,151,861.45	$691,097.51	$691,097.51	$460,763.94	$460,763.94
Sewer System	$150,287.94	$150,287.94	$235,887.38	$235,887.38	($85,599.44)	($85,599.44)
Electric Plant	$0.00	$0.00	$1,710.13	$1,710.13	($1,710.13)	($1,710.13)
Sewer Lagoon Improv.	$33.59	$33.59	$0.00	$0.00	$33.59	$33.59
Water Extension & Replace	$1,019.61	$1,019.61	$0.00	$0.00	$1,019.61	$1,019.61
Service Deposits	$2,345.51	$2,345.51	$95.04	$95.04	$2,250.47	$2,250.47
UTILITIES	**$1,506,089.17**	**$1,506,089.17**	**$1,024,928.79**	**$1,024,928.79**	**$481,160.38**	**$481,160.38**
Community Development Agency	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDA	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Regular Funds	$1,943,662.05	$1,943,662.05	$1,671,960.03	$1,671,960.03	$271,702.02	$271,702.02

City Investments	
Sales Tax	$2,717,176.41
General	$5,970.17
Swimming Pool	$272,110.13
Various Purpose	$269,911.71
Tax Increment Financing	$2,099,968.29
Total City Investments	**$5,365,136.71**

Checking Accounts - As of September 30, 2026	
City Checking Account	$308,626.54
City Checking Account - Payroll	$0.00
David City Checking Account	$1,852,772.07
Community Development Agency	$54,656.24
Total Balance	**$2,216,054.85**

Utility Investments		
Electric Dept. Contingency		$102,451.68
Water Department		$11,403.23
Electric Department		$79,786.98
Wastewater Department		$5,138.55
Sewer Lagoon Improvements		$184,036.93
Water Ext & Repl Reserve		$103,034.00
Total Utility Investments		**$485,851.37**
Notes Receivable		
Michael Foods - Henningsen Foods	Monthly (2026 - 2034)* 2% Interest	$8,630.00
AG Processing	Monthly (2025 - 2045)~ 4.76% Interest	$33,477.17

I, Lori Matchett, City Clerk - Treasurer of the City of David City, Nebraska, do hereby swear that the information contained in the above and foregoing report is complete, correct and true to the best of my knowledge and belief.

Dated: November 6, 2026

Lori Matchett, CMC City Clerk-Treasurer

City of David City, 490 E Street, David City, NE 68632

City of David City, Nebraska

TREASURER'S REPORT

Fiscal Year: October 1, 2026 to September 30, 2027

10/31/2026

	CITY DEPARTMENTS	Ending Balance 9/30/2026	Debit	Credit	Ending Balance 10/31/2026
10	Sales Tax	1,818,079.62	100,095.25	256,470.00	1,661,704.87
11	General	(1,363,907.22)	85,100.11	40,943.30	(1,319,750.41)
12	Building Permits	0.00	2,025.00	5,855.81	(3,830.81)
14	Creative District	7,193.71	0.00	128.80	7,064.91
21	Street	0.00	22,648.77	90,143.84	(67,495.07)
23	Recycling	0.00	0.00	0.00	0.00
32	Law Enforcement	0.00	2,665.89	132,003.45	(129,337.56)
41	Swimming Pool	0.00	0.00	231.73	(231.73)
42	Park	(78,850.00)	740.00	37,050.52	(115,160.52)
43	Ball Program	(630,000.00)	148,019.38	19,056.64	(501,037.26)
44	Library	0.00	6,609.06	14,880.01	(8,270.95)
45	Schweser House	20,906.94	135.00	0.00	21,041.94
49	RV Campgrounds	116,685.39	7,500.00	1,696.35	122,489.04
52	Auditorium	(61,900.00)	757.95	4,734.02	(65,876.07)
53	Airport	(155,366.01)	20,133.12	23,047.67	(158,280.56)
60	Various Purpose	607,753.74	28,969.93	0.00	636,723.67
70	Social Security	8,447.34	3,385.08	0.00	11,832.42
72	Donations	3,748.49	0.00	0.00	3,748.49
73	K-9 Donation Fund	12,640.44	122.00	0.00	12,762.44
82	Tax Increment Fncg.	(525.56)	525.56	35,969.05	(35,969.05)
85	Capital Improvements	175,242.66	0.00	0.00	175,242.66
88	CDBG	61,236.09	0.00	0.00	61,236.09
90	Economic Development	10.00	0.00	0.00	10.00
97	Contingency	10.00	0.00	0.00	10.00
		$ 541,405.63	$ 429,432.10	$ 662,211.19	**$ 308,626.54**

	CITY INVESTMENTS	Ending Balance 9/30/2026	Debit	Credit	Ending Balance 10/31/2026
10	Sales Tax	2,712,729.95	4,446.46	0.00	2,717,176.41
11	General	5,960.89	9.28	0.00	5,970.17
41	Swimming Pool	271,659.29	450.84	0.00	272,110.13
60	Various Purpose	269,481.91	429.80	0.00	269,911.71
82	Tax Increment Financing	2,093,862.63	6,631.22	525.56	2,099,968.29
		$ 5,353,694.67	$ 11,967.60	$ 525.56	**$ 5,365,136.71**

	UTILITY DEPTS.	Ending Balance 9/30/2026	Debit	Credit	Ending Balance 10/31/2026
24	Water Department	(3,370,591.46)	201,025.94	96,663.73	(3,266,229.25)
25	Electric Department	2,440,630.07	1,188,030.35	728,976.54	2,899,683.88
26	Sewer Department	(1,471,556.43)	150,412.52	236,020.67	(1,557,164.58)
28	Elec Power Plant Exp.	0.00	1,771.13	1,771.13	0.00
36	Sewer Lagoon	2,957,607.52	0.00	0.00	2,957,607.52
63	Electric Plant Debt	87,942.60	0.00	0.00	87,942.60
65	Water Ext & Repl.	163,359.16	105,773.20	104,926.20	164,206.16
66	WA Bond Payments	531,295.06	0.00	0.00	531,295.06
67	Sewer Bond & Int.	(96,366.14)	0.00	0.00	(96,366.14)
95	Service Deposits	129,546.35	4,157.02	1,906.55	131,796.82
		$ 1,371,866.73	$ 1,651,170.16	$ 1,170,264.82	**$ 1,852,772.07**

	UTILITY INVESTS	Ending Balance 9/30/2026	Debit	Credit	Ending Balance 10/31/2026
20	Electric Dept. Contingency	102,262.74	188.94	0.00	102,451.68
24	Water Department	11,363.10	40.13	0.00	11,403.23
25	Electric Department	79,786.98	0.00	0.00	79,786.98
26	Wastewater Department	5,129.84	8.71	0.00	5,138.55
36	Sewer Lagoon Improvements	184,003.34	33.59	0.00	184,036.93
65	Water Ext & Repl Reserve	102,861.39	105,098.81	104,926.20	103,034.00
		$ 485,407.39	$ 105,370.18	$ 104,926.20	**$ 485,851.37**

I, Lori Matchett, City Treasurer of the City of David City, Nebraska, do hereby certify that the statements of receipts and expenditures are true to the best of my knowledge and belief.

Dated: November 6, 2026

Lori Matchett

City of David City

Department Head Report

Street Department

October 2026

Main Projects/Activities

- Vacation, Sick Leave, Comp Time, Holiday
- Citizen Requests
- Fog Mosquitoes
- Place mosquito dunks all over town in standing water
- Spray Weeds in town and airport
- Grind Curbs
- Haul asphalt chunks from road repairs to waste connections
- Cut two trees down for golf course
- Trim back trees Railroad and H for safety
- Trim back trees Railroad and A for safety
- Gring stumps
- Finish Airport asphalt work
- Varmint Control at Airport
- Sweep Streets
- Replace bad curbs downtown
- Haul rock for water department
- Mower maintenance
- Replace bad signs
- Grade gravel roads
- Mow road ditches
- Mow Airport and weed eat
- Patch Pot Holes
- Equipment maintenance
- Pick up used oil from farmers
- Repair alleys
- Tree notices
- Maintain tree dump

Date Submitted: November 4, 2026

ANNUAL REPORT

TO THE

CITY OF DAVID CITY, NEBRASKA

FROM

THE DAVID CITY HOUSING AUTHORITY
"SUNSHINE COURT"

FOR

FISCAL YEAR END JUNE 30, 2026

The David City Housing Authority (DCHA) was built in 1964 with 40 apartments. Shortly after completion it was realized that there was a housing need for independent living of the elderly. In 1970 another 20 units were completed. The Public Housing Authority entered into a Consolidated Annual Contributions Contract (ACC), with the Public Housing Administration division of the Housing and Home Finance Agency currently known as Housing and Urban Development (HUD). Through the efforts and cooperation of several organizations, the vision for decent, safe and affordable housing would be reached.

The public housing program was developed under the United States Housing Act of 1937. This Act authorizes the US Department of Housing and Urban Development (HUD) to provide technical and financial assistance to public housing agencies. All Public Housing Agencies are required to operate each project with efficiency, economy, serviceability and stability. Sunshine Court currently has 54 units. The original population to serve was elderly and this has since expanded to people with disabilities and other low-income families. The David City Housing Authority mission is to be the area's affordable housing of choice. We provide and maintain safe, quality housing in a cost-effective manner. By partnering with others, we offer comprehensive housing opportunities for qualified individuals and families and other related services which benefit the greater community.

A Board of five members meets monthly or for special session to review Housing Authority business. The Board is appointed by the Mayor and each serve a five-year term. Income limits are established annually by HUD and dictates the amount of income a family may earn to qualify for housing. In 2026, the income limit is $61,600 for single person, $70,400 for two people, $79,200 for household of three and $88,000 for a household of four. This includes all income from assets plus any other income received by the applicant. These amounts are reviewed annually and required to be posted. DCHA is a small housing authority, under 250 units, therefore may lease to over income families if other conditions are fulfilled.

The David City Housing Authority had two continuous sources of revenue. Though the funds are continuous, they are very unpredictable. They include rental income, Operating and Capital Funds. The Operating Subsidy and Capital Funds are grants directly from HUD. The Operating Fund, or Operating Subsidy, is designed to assist with general operations of the facility and supplement the reduced rental amounts. This fund helps pay utilities, business insurance, staff

duties of overseeing all construction and improvement programs for Sunshine Court.

The Housing Authority office hours vary. There are two on-site laundry facility. Maintenance staff is provided for the facility and residents.

The DCHA entered into another year contract (August 1, 2026, to July 31, 2027) with the Gresham Housing Authority to provide Gresham with Executive Director Management Services. They also entered into a contract (July 14, 2026, to July 15, 2027) with Friend Housing Authority to provide Friend with Executive Director Management Services. They also entered into a contract (July 1, 2026, to June 30, 2027) with Stromsburg Housing Authority to provide Stromsburg with Executive Director Management Services.

DCHA also maintains a positive working relationship with many other service agencies which serve elderly, disabled, low income and others in need. To better serve the community as well as those interested in coming to David City, DCHA maintains a Landlord List which is updated as needed.

In closing, on behalf of the Board of Commissioners and myself, we would like to thank the Administrative staff of David City and the David City Council for their cooperation and support in the past years as we work to keep Sunshine Court a great place to live and a vital asset to our community. As Sunshine Court celebrates its' 61st Anniversary of serving the Community, we want to take the opportunity to invite the Mayor and Council to visit the property and enjoy the unique hospitality of the housing agency's residents.

Respectfully submitted,

Renee Williams
Executive Director, CPHM, CMPO

10-1-26
Date

Current Board Members:

Allan Steinberger – Chairman
Judy Vanis – Vice Chairman
Marlene Hein – Commissioner
Donna Behrns – Commissioner
Rick Prochaska – Commissioner

David City Police Department

Chief of Police – Marla Jo Schnell #40

Department Head Monthly Report

Month: OCTOBER 2026

1. Jackson completed FTO and went on his own on October 16th. He did 8 weeks of FTO
2. Trunk or Treat on the 25th
3. Worked on grants
4. We went to HS games and events
5. AGP had a really busy start on October 5th and 6th, and we had to get NDOT involved to do signage on HWY for staging semis west of AKRS
6. I did 5 self-defense classes for community and colleges
7. Halloween safety for Aquinas Elementary
8. Aquinas HS lockdown drill went very well
9. Working with Aquinas HS/Ele to set up procedures for active shooter, bomb threats, and other threats. I was asked by the Lincoln Diocese to help them write procedures
10. Had our NSP audit of felony arrests, and we are in compliance and doing well with all reporting/felony arrests
11. Have started on end-of-year reports for state, crime commission, FBI, and local
12. Assisted BCSO and NSP with a murder suspect who fled. Subject was fatally shot by NSP just north of David City. Schools were put on lockdown, as were the northern town businesses. 4 DCPD Officers assisted. 40 remained in town during this incident.
13. I am able to keep up with NIBRs, and with Zuercher up and running, it will become even easier to do NIBRs.
14. Calls are still steady and keeping us busy.

Signature: Marla Jo Schnell Date submitted: 10/31/26

Utility Bills to be Written Off as per 2025-2026 Audit

Acct. No.	Customer Name		Due Date Of Bill	Electric	Penalty	Return Check Fee	Disc. Charge	Electric Tax	Water	Water Tax	Sewer	Sewer Tax	Grand Total
3-410													
		Final Bill	11/1/2025		8.85		0.00	0.00	0.85	0.00	48.18	3.61	61.49
				0.00	8.85		0.00	0.00	0.85	0.00	48.18	3.61	61.49
9-1402													
			1/1/2026		23.32					0.00	33.92	0.50	57.74
			2/1/2026	272.71	27.27			20.45	30.66	0.00	48.18	3.36	402.63
		Final Bill	3/1/2026	171.98	17.20		60.00	12.90	29.92	0.00	48.18	3.36	343.54
				444.69	67.79		60.00	33.35	60.58	0.00	130.28	7.22	803.91
8-1203													
			10/1/2025	93.87	9.39			7.04	36.55	0.00	37.29	2.80	186.94
			11/1/2025	70.88	7.09			5.32	32.55	0.00	37.29	2.80	155.93
		Final Bill	12/1/2025	23.20	2.32		60.00	1.74	29.83	0.00	37.29	2.80	157.18
				187.95	18.80		60.00	14.10	98.93	0.00	111.87	8.40	500.05
7-1074													
		Final Bill	11/1/2024	91.73	9.17		0.00	6.88	51.59	0.00	55.44	4.16	218.97
				91.73	9.17		0.00	6.88	51.59	0.00	55.44	4.16	218.97
6-974													
		Final Bill	1/1/2025		12.87		60.00	0.00	17.31	0.00	21.62	1.62	113.42
				0.00	12.87		60.00	0.00	17.31	0.00	21.62	1.62	113.42
6-867													
		Final Bill	8/1/2025	96.98	9.70		0.00	4.76	38.46	0.00	69.29	5.20	224.39
				96.98	9.70		0.00	4.76	38.46	0.00	69.29	5.20	224.39
5-779													
			2/1/2025	307.43	30.74			23.06	46.60	0.00	37.08	2.78	447.69

	Final Bill	3/1/2025	306.48	30.65		0.00	22.99	43.75	0.00	37.08	2.78	443.73
			613.91	61.39		0.00	46.05	90.35	0.00	74.16	5.56	891.42
9-1420												
		11/2/2024	21.33	2.13			1.60	7.45	0.00	26.90	2.02	61.43
	Final Bill	12/1/2024	18.00	1.80		60.00	1.35	28.52	0.00	26.90	2.02	138.59
			39.33	3.93		60.00	2.95	35.97	0.00	53.80	4.04	200.02
1-111												
		11/1/2024	76.09	7.61			5.71	34.42	0.00	24.03	1.80	149.66
	Final Bill	12/1/2024	69.42	6.94		0.00	5.21	31.85	0.00	24.03	1.80	139.25
			145.51	14.55		0.00	10.92	66.27	0.00	48.06	3.60	288.91
1-111												
	Final Bill	6/1/2025		2.10		53.96	0.00	0.00	0.00	0.00	0.00	56.06
			0.00	2.10		53.96	0.00	0.00	0.00	0.00	0.00	56.06
8-1136A												
		12/1/2025	124.80	12.48			9.36	39.28	0.00	24.04	1.80	211.76
	Final Bill	1/1/2026	160.75	16.08			12.06	65.83	0.00	24.04	1.80	280.56
			285.55	28.56		0.00	21.42	105.11	0.00	48.08	3.60	492.32
9-1407A												
	Final Bill	12/1/2025		4.49				29.53	0.00	27.98	2.10	64.10
				4.49		0.00	0.00	29.53	0.00	27.98	2.10	64.10
7-1030												
	Final Bill	8/1/2025	107.49	10.75			8.06	30.18	0.00	18.60	1.40	176.48
			107.49	10.75		0.00	8.06	30.18	0.00	18.60	1.40	176.48
7-985												
	Final Bill	7/1/2025	50.30	5.03			3.77					59.10
			50.30	5.03		0.00	3.77	0.00	0.00	0.00	0.00	59.10
6-899												

		11/1/2025		3.31					0.00	5.20		8.51
	Final Bill	12/1/2025	19.77	1.98		60.00	1.48	28.56	0.00	27.98	2.10	141.87
			19.77	5.29		60.00	1.48	28.56	0.00	33.18	2.10	150.38
12-1772												
		12/1/2024		5.26						44.59		49.85
	Final Bill	1/1/2025	21.85	2.19		60.00	1.64	28.60	0.00	50.24	3.77	168.29
			21.85	7.45		60.00	1.64	28.60	0.00	94.83	3.77	218.14
5-704												
		10/1/2024	15.65	20.88								36.53
	Final Bill	11/1/2024	59.84	5.98			4.49	33.71	0.00	41.34	3.10	148.46
			75.49	26.86			4.49	33.71	0.00	41.34	3.10	184.99
2-360												
	Final Bill	10/1/2024	139.05	26.82			0.00	0.00	0.00	0.00	0.00	165.87
			139.05	26.82			0.00	0.00	0.00	0.00	0.00	165.87
7-1026												
		3/1/2025	546.80	0.00			0.00	55.64	0.00	59.17	4.44	666.05
		4/1/2025	389.06	38.91			29.18	51.73	0.00	55.82	4.19	568.89
	Final Bill	5/1/2025	156.66	15.67			11.75	36.03	0.00	55.82	4.19	280.12
			1,092.52	54.58			40.93	143.40	0.00	170.81	12.82	1,515.06
Grand Total			**3,412.12**	**378.98**	**0.00**	**413.96**	**200.80**	**859.40**	**0.00**	**1,047.52**	**72.30**	**6,385.08**

KIRKHAM MICHAEL

Kirkham Michael

Detailed Payment

2504215 - David City Seal Runway 14/32

Description	Improvements to Runway 14/32 including full depth asphalt patching, crack repair, seal coat, and temporary/permanent pavement markings.
Payment Number	1
Pay Period	08/17/2026 to 09/11/2026
Prime Contractor	Struck and Irwin Paving DeForest, WI 53532
Payment Status	Pending
Awarded Project Amount	$669,565.60
Authorized Amount	$669,565.60

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Description										
0010	1	LS	$33,080.000	1.000	0.500	0.000	0.500	0.500	$16,540.00	$16,540.00
Mobilization										
0020	2	LS	$1,000.000	1.000	0.500	0.000	0.500	0.500	$500.00	$500.00
Construction Safety Plan and Traffic Control										
0030	3	SF	$0.700	26,013.000	26,013.000	0.000	26,013.000	26,013.000	$18,209.10	$18,209.10
Pavement Marking Removal										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0040	4	CY	$105.000	250.000	0.000	0.000	0.000	0.000	$0.00	$0.00
Overexcavation										
0050	5	SY	$135.000	2,520.000	2,739.000	0.000	2,739.000	2,739.000	$369,765.00	$369,765.00
Full Depth Asphalt Patching										
0060	6	LF	$1.300	15,778.000	15,258.000	0.000	15,258.000	15,258.000	$19,835.40	$19,835.40
Crack Repair / Seal Joints (0"-1.5")										
0070	7	LF	$2.400	3,850.000	0.000	0.000	0.000	0.000	$0.00	$0.00
Crack Repair / Seal Joints (>1.5")										
0080	8	SY	$4.800	33,547.000	0.000	0.000	0.000	0.000	$0.00	$0.00
Emulsified Asphalt Slurry Seal										
0090	9	SF	$4.300	13,212.000	0.000	0.000	0.000	0.000	$0.00	$0.00
Pavement Markings (White)										
0100	10	SF	$4.300	753.000	0.000	0.000	0.000	0.000	$0.00	$0.00
Pavement Marking (Yellow)										
								Section Totals:	$424,849.50	$424,849.50
								Total Payments:	$424,849.50	$424,849.50

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
# of working days	25.0 Days	25.0 Days	0.0 Days	$0.00	0.0 Days	25.0 Days	$0.00
						Total Damages:	$0.00

Summary

Current Approved Work:	$424,849.50	**Approved Work To Date:**	$424,849.50
Current Stockpile Advancement:	$0.00	**Stockpile Advancement To Date:**	$0.00
Current Stockpile Recovery:	$0.00	**Stockpile Recovery To Date:**	$0.00
Current Retainage:	$42,484.95	**Retainage To Date:**	$42,484.95
Current Retainage Released:	$0.00	**Retainage Released To Date:**	$0.00
Current Liquidated Damages:	$0.00	**Liquidated Damages To Date:**	$0.00
Current Adjustment:	$0.00	**Adjustments To Date:**	$0.00
Current Payment:	$382,364.55	**Payments To Date:**	$382,364.55
Previous Payment:	$0.00	**Previous Payments To Date:**	$0.00

As Project Manager, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.

9/14/2026

Project Manager Date

Approved for payment as per Project Engineer's Certification.

10/28/2026

NDOT Project Engineer Date

Approved: 10/30/2026

Airport Sponsor Date

KIRKHAM MICHAEL

Kirkham Michael

Detailed Payment

2504215 - David City Seal Runway 14/32

Description	Improvements to Runway 14/32 including full depth asphalt patching, crack repair, seal coat, and temporary/permanent pavement markings.
Payment Number	2
Pay Period	09/12/2026 to 10/23/2026
Prime Contractor	Struck and Irwin Paving DeForest, WI 53532
Payment Status	Pending
Awarded Project Amount	$669,565.60
Authorized Amount	$669,565.60

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Description										
0010	1	LS	$33,080.000	1.000	0.400	0.500	0.900	0.900	$13,232.00	$29,772.00
Mobilization										
0020	2	LS	$1,000.000	1.000	0.500	0.500	1.000	1.000	$500.00	$1,000.00
Construction Safety Plan and Traffic Control										
0030	3	SF	$0.700	26,013.000	0.000	26,013.000	26,013.000	26,013.000	$0.00	$18,209.10
Pavement Marking Removal										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0040	4	CY	$105.000	250.000	0.000	0.000	0.000	0.000	$0.00	$0.00
Overexcavation										
0050	5	SY	$135.000	2,520.000	0.000	2,739.000	2,739.000	2,739.000	$0.00	$369,765.00
Full Depth Asphalt Patching										
0060	6	LF	$1.300	15,778.000	0.000	15,258.000	15,258.000	15,258.000	$0.00	$19,835.40
Crack Repair / Seal Joints (0"-1.5")										
0070	7	LF	$2.400	3,850.000	4,067.000	0.000	4,067.000	4,067.000	$9,760.80	$9,760.80
Crack Repair / Seal Joints (>1.5")										
0080	8	SY	$4.800	33,547.000	33,547.000	0.000	33,547.000	33,547.000	$161,025.60	$161,025.60
Emulsified Asphalt Slurry Seal										
0090	9	SF	$4.300	13,212.000	4,404.000	0.000	4,404.000	4,404.000	$18,937.20	$18,937.20
Pavement Markings (White)										
0100	10	SF	$4.300	753.000	232.000	0.000	232.000	232.000	$997.60	$997.60
Pavement Marking (Yellow)										
								Section Totals:	$204,453.20	$629,302.70
								Total Payments:	$204,453.20	$629,302.70

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
# of working days	25.0 Days	25.0 Days	18.0 Days	$0.00	18.0 Days	7.0 Days	$0.00
						Total Damages:	$0.00

Summary

Current Approved Work:	$204,453.20	**Approved Work To Date:**	$629,302.70
Current Stockpile Advancement:	$0.00	**Stockpile Advancement To Date:**	$0.00
Current Stockpile Recovery:	$0.00	**Stockpile Recovery To Date:**	$0.00
Current Retainage:	$20,445.32	**Retainage To Date:**	$62,930.27
Current Retainage Released:	$0.00	**Retainage Released To Date:**	$0.00
Current Liquidated Damages:	$0.00	**Liquidated Damages To Date:**	$0.00
Current Adjustment:	$0.00	**Adjustments To Date:**	$0.00
Current Payment:	$184,007.88	**Payments To Date:**	$566,372.43
Previous Payment:	$382,364.55	**Previous Payments To Date:**	$382,364.55

As Project Manager, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.

10/26/26

Project Manager Date

Approved for payment as per Project Engineer's Certification.

10/28/2026

NDOT Project Engineer Date

Approved: 10-30-2026

Airport Sponsor Date

ORDINANCE NO. 1546

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE DAVID CITY MUNICIPAL CODE TO ALIGN WITH NEBRASKA STATE LAW FOR REMOVAL OF OFFICERS AND POLICE OFFICERS; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, sections 1-202(D), 1-501(A), and (B) of the Municipal Code (the "**Code**") of the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") allow the Mayor, with the City Council's consent, to appoint a officers, including a City Administrator (section 1-503), a Clerk-Treasurer (section 1-504), a City Clerk (section 1-505), a Deputy City Clerk (section 1-506), a City Treasurer (section 1-507), a City Attorney (section 1-508), a Chief of Police (section 1-509), a Special Engineer (section 1-510), a City Physician (section 1-511), a Water Supervisor (section 1-512), a Wastewater Supervisor (section 1-513), a Water/Wastewater Field Supervisor (section 1-514), an Electric Supervisor (section 1-515), a Power Plant Superintendent (section 1-516), a Street Superintendent (section 1-517), a Building Official (section 1-518), a Code Enforcement Officer (section 1-519), a Zoning Administrator (section 1-520), a Park Superintendent (section 1-521), a Recreation Director (section 1-522), and all other Officers the Mayor appoints with the City Council's consent (section 1-501(A)) (collectively, "**Officer**"); and

WHEREAS, section 1-202(D) allows the Mayor to appoint police officers with the City Council's consent; and

WHEREAS, sections 1-202(D) and 1-501(A) of the Code allow the Mayor to unilaterally remove an Officer or police officer without City Council consent; and

WHEREAS, section 17-107(2) and (3)(a) of the Nebraska Revised Statutes also allow the Mayor to remove Officer and police officers, but require the City Council's consent, with the police officers having a right to appeal the same; and

WHEREAS, City finds it in the best interest of City and City's residents to amend the Code to harmonize it with the Nebraska Revised Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, as follows:

(1) Amendment to Section 1-202(D). The City hereby amends section 1-202(D) of the Code by repealing it in its entirety and replacing it with the following:

> D. The Mayor, with the consent of the City Council, may appoint such officers as shall be required by ordinance or otherwise required by law. Their terms of office shall be as provided in section 1-501. The Mayor may remove such officers with the City Council's consent in accordance with section 1-501. If the City maintains a police department the Mayor shall, by and with the consent of the council, appoint such a number of regular police officers as the Council may authorize or may be necessary and may remove the same with City Council consent in accordance with section 1-501.

(2) Amendment to Section 1-501. The City hereby amends section 1-501 of the Code by repealing it in its entirety and replacing it with the following:

SECTION 1-501: GENERAL AUTHORITY

A. In accordance with section 17-107(2) of the Nebraska Revised Statutes, the Mayor, with the consent of the City Council, may appoint such officers as shall be required by ordinance or otherwise required by law. Such officers may be removed from office by the Mayor with the consent of the City Council. All officers appointed by the Mayor and confirmed by the council, shall hold office until the end of the Mayor's term of office or until their successors are appointed and qualified, unless sooner removed, in accordance with this Section 1-501(A).

B. In accordance with section 17-107(3)(a) of the Nebraska Revised Statues, if the City elects to maintain a police department, the Mayor, with the consent of the City Council, shall appoint such a number of police officers as may be necessary. The Mayor may remove, demote, or suspend any regular police officers including the chief of police. A police officer, including the chief of police, may appeal to the City Council such removal, demotion, or suspension with or without pay, in accordance with section 1-501(C). If the removal, demotion, or suspension of any officer would cause the City's police department to violate the minimum staffing requirements of Section 1-509(A), the Mayor, at the next regular City Council meeting following the meeting where the action to remove, demote, or suspend the police officer occurs, shall present a plan for the City Council's consideration to temporarily or permanently replace the removed, demoted, or suspended police officer to regain compliance with Section 1-509(A).

C. The Mayor shall provide the police officer written notice of its suspension, demotion, or removal within two (2) business days after the action. The notice shall include, without limitation, notice of the police officer's right to (i) request a hearing before the City Council, (ii) have an attorney or representative present at the hearing and proceedings, (iii) have police officer's attorney or representative present evidence to the City Council, and (iv) have police officer's attorney or representative record the hearing and proceedings. The notice shall also provide that the police officer must request a hearing within ten (10) days of the date of the notice, by submitting a written appeal to the City Clerk. The notice shall also include that the hearing shall take place at the next regular meeting of the City Council after the City receives the appeal. Within thirty (30) days of the hearing, a majority of the City Council shall render a decision to uphold, reverse, or modify the action. The City Council's failure to make a timely decision shall constitute consent to the action.

D. For purposes of Chapter 1, Article 5, of the David City Municipal Code, "officer" shall mean all officials, position, or title that this article describes, including without limitation the City Administrator, the Clerk-Treasurer, the City Clerk, the Deputy City Clerk, the City Treasurer, the City Attorney, the police chief, the Special Engineer, the City Physician, the Water Supervisor, the Wastewater Supervisor, the Water/Wastewater Field Supervisor, the Electric Supervisor, the Power Plant Superintendent, the Street Superintendent, the Building Official, the Code Enforcement Officer, the Zoning Administrator, the Park Superintendent, the Recreation Director, and any other Officer the Mayor may appoint with the City Council's consent pursuant to section 1-501(A).

(3) No Other Amendment. Except as expressly provided herein, this Ordinance shall not modify or amend any provision of the Code.

(4) Conflicting Ordinances. City hereby repeals all ordinances passed and approved prior to the passage, approval, and publication of this Ordinance to the extent of the conflict therewith.

(5) Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

Passed and approved this 12th day of November, 2026.

_____
Jessica Miller, Mayor

ATTEST:

_____
Lori Matchett, City Clerk

APPROVED AS TO FORM:

_____
David C. Levy, Esq., City Attorney

ORDINANCE NO. 1547

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE DAVID CITY MUNICIPAL CODE TO REQUIRE THAT MAYORAL CANDIDATES BE RESIDENTS AT THE TIME OF FILING FOR CANDIDACY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 32-602(2) of the Nebraska Revised Statutes requires that any person seeking elective office "shall meet the constitutional and statutory requirements of the office for which he or she is filing"; and

WHEREAS, section 17-107(1) of the Nebraska Revised Statutes and Section 1-202(A) of the Municipal Code ("**Code**") of the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") requires that City's Mayor (the "**Mayor**") "shall be a resident and registered voter of the city"; and

WHEREAS, section 17-104 of the Nebraska Revised Statutes expressly requires that any City Council candidate must be a registered voter and resident of the ward for which he or she is elected at the time of election; and

WHEREAS, section 32-602(1) of the Nebraska Revised Statutes requires that "[a]ny person seeking an elective office shall be a registered voter at the time of filing for the office"; and

WHEREAS, section 32-109 of the Nebraska Revised Statutes defines an "elective office" as "any office which has candidates nominated at the time of a statewide primary election and elected at the time of a statewide general election"; and

WHEREAS, section 32-115 of the Nebraska Revised Statutes defines a "registered voter" as "an elector who has the valid voter registration record on file with the election commissioner or county clerk in the county of his or her residence"; and

WHEREAS, section 32-116 of the Nebraska Revised Statues defines "residence" as:

> "(1) that place in Nebraska in which a person is actually domiciled, which is the residence of an individual or family, with which a person has a settled connection for the determination of his or her civil status or other legal purposes because it is actually or legally his or her permanent and principal home, and to which, whenever he or she is absent, or he she has the intention of returning, (2) the place in Nebraska where a person has his or her family domiciled even if he or she does business in another place, and (3) if a person is homeless, the county in Nebraska in which the person is living"; and

WHEREAS, City finds that the office of the Mayor is an "elective office" within the meaning the Nebraska Revised Statutes provide; and

WHEREAS, City finds that sections 17-107(1) and 32-602(1) of the Nebraska Revised Statutes, together, require that any candidate for the office of Mayor be a resident and registered voter of the City of David City, Nebraska, at the time the candidate files to run for said office; and

WHEREAS, City desires to amend the Code to confirm this statutory requirement; and

WHEREAS, the City finds it to be in the best interest of the City and its residents to amend the Code as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, as follows:

(1) New Section 1-210. City hereby amends the Code by adding the following as a new Section 1-210:

SECTION 1-210: MAYOR; ELIGIBILITY FOR CANDIDACY

Any candidate for the office of the Mayor of the City of David City, Nebraska, shall at the time of filing to seek election to said office be a resident of the City of David City, Nebraska, and registered to vote at an address within City's corporate limits in accordance with sections 32-115 and 32-116 of the Nebraska Revised Statutes, respectively. (Nebraska Revised Statutes sections 17-107 and 32-602).

(2) No Other Amendment. Except as expressly provided herein, this Ordinance shall not modify or amend any provision of the Code.

(3) Severability. If a court of competent jurisdiction declares any portion of this Ordinance invalid or unenforceable, the remaining portions of this Ordinance shall remain in full force and effect.

(4) Conflicting Ordinances. City hereby repeals all ordinances passed and approved prior to the passage, approval, and publication of this Ordinance to the extent of the conflict therewith.

(5) Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

Passed and approved this 12th day of November, 2026.

ATTEST: **Jessica Miller, Mayor**

Lori Matchett, City Clerk

APPROVED AS TO FORM:

David C. Levy, Esq., City Attorney

ORDINANCE NO. 1548

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, CORRECTING A SCRIVENER'S ERROR ON THE OFFICIAL ZONING MAP OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA; PROVIDING AN EFFECTIVE DATE; REPEALING ALL CONFLICTING ORDINANCES; AND AUTHORIZING PUBLICATION IN PAMPHLET FORM.

WHEREAS, Sections 19-901(1) and (2) of the Nebraska Revised Statutes authorize a city of the second class to adopt or amend its zoning ordinance and official zoning map after its planning commission holds a public hearing and issues a recommendation to the city council; and

WHEREAS, on November 13, 2024, the Planning Commission of the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") held a duly-noticed public hearing and recommended City adopt the "Official Zoning Map of the City of David City, Nebraska" (the "**Zoning Map**"); and

WHEREAS, City passed Ordinance No. 1504 on January 22, 2025, adopting, among other things, the Zoning Map; and

WHEREAS, City discovered the Zoning Map contains a scrivener's error that incorrectly shows the real property described in **Exhibit A**, attached hereto and incorporated herein (the "**Property**") as within the Residential Medium-Density ("**R-2**") Zoning District instead of the Heavy Industrial ("**I-2**") Zoning District; and

WHEREAS, City declares the incorrect zoning of the Property is a scrivener's error, and City finds it in the best interest of City and its residents to fix said error.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA:

1. Scrivener's Error. City hereby declares that the Property being within the R-2 Zoning District is a scrivener's error, and the Property is in fact within the I-2 Zoning District.

2. No Amendment. This Ordinance shall not constitute an amendment to the Zoning Map. The Zoning Map shall remain in full force and effect, with the sole change being correcting the Property's notation as within the I-2 Zoning District consistent with Ordinance No. 1504.

3. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication or posting as applicable law requires.

4. Publication. City authorizes publication of this ordinance in pamphlet form.

5. Further Action. City authorizes the Mayor and City Clerk to perform such other actions and execute such other documents as reasonably necessary to effectuate the purposes herein.

Passed and adopted this ____ day of _____, 2026.

_____,
Jessica Miller, Mayor

ATTEST:

_____
Lori Matchett, City Clerk

APPROVED AS TO FORM:

_____
David C. Levy, Esq., City Attorney

EXHIBIT A
The Property

PARCEL 1:

Legal Description: East Half (E1/2) of Lots Two (2) and Three (3) and the Southern Seventeen Feet (S 17') of the Vacated "B" Street Right-of-Way, Block Five (5), Miles Fourth (4th) Addition to the City of David City, Butler County, Nebraska, as further described as "Parcel 'A'" in that certain Survey Record dated October 18, 2022, and filed with the Butler County, Nebraska, Register of Deeds on November 22, 2022, as Instrument No. 22-01731.

Parcel Number: 120004207

PARCEL 2:

Legal Description: Lots One (1) and Four (4), Block Five (5), Miles Fourth (4th) Addition to David City, Butler County, Nebraska

Parcel Number: 120004200

INFRASTRUCTURE IMPROVEMENT CONTRIBUTION AGREEMENT

This INFRASTRUCTURE IMPROVEMENT CONTRIBUTION AGREEMENT (this "Agreement") is effective as of the date last written below by a Party (the "Effective Date"), and is between the CITY OF DAVID CITY, NEBRASKA, a municipal corporation and city of the second class ("City") and DCNE LLC, a Wyoming limited liability company, d/b/a "Nebraska Dairy" ("Developer"). This Agreement refers to City and Developer individually each as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Developer owns that certain property as described in EXHIBIT A, attached hereto and incorporated herein (the "Property"), on which Developer is operating a butter and milk powder processing facility (the "Facility", together with the Property, collectively the "Premises"); and

WHEREAS, the existing electrical system servicing the Facility requires an upgrade, including without limitation an expansion and modernization of the existing electric system and construction of a new three-phase underground primary line to serve a new 2,000 kVA three-phase pad-mount transformer on the western side of the Property (the "Project"); and

WHEREAS, City desires to contribute to the costs of the portion of the Project involving the relocation and undergrounding of certain municipally-owned electric lines located within the alley east of the Premises (the "Work"); and

WHEREAS, on October 28, 2026, City passed Resolution No. 20-2026, authorizing it to contribute up to Forty Thousand and 00/100 Dollars ($40,000.00) to the Work because it and the Project will contribute to the safety and reliability of City's electrical system, and, the Facility will provide benefit and opportunity to City's economy and workforce; and

WHEREAS, the Parties desire to execute this Agreement to govern City's contribution to the Work.

NOW, THEREFORE, in consideration the foregoing recitals, which the Parties hereby incorporate herein and for other good and valuable consideration, the receipt and sufficiency of which each Party acknowledges and accepts, the Parties agree as follows:

1. Work Costs. Upon City determining the Work is complete, Developer shall submit to City a detailed invoice (the "Invoice") of all costs Developer incurred in connection with the Work (the "Work Costs"). City shall review the Invoice and shall provide Developer written notice of City's approval or objection to any of the Work Costs therein within ten (10) days of receiving the Invoice. Within ten (10) days of receiving City's notice, Developer shall either revise the Work Costs in accordance with City's objections, if any, and remit an updated invoice to City, or, remit to City a written notice

of Developer's dispute of City's objections, if any. City and Developer shall thereafter work in good faith to agree upon a final amount of Work Costs. Once City provides its final approval of the Work Costs, City shall reimburse Developer as Section 2 describes.

2. City Reimbursement. City shall reimburse Developer an amount equal to twenty percent (20.00%) of the Work Costs, not to exceed Forty Thousand and 00/100 Dollars ($40,000.00). City shall provide this reimbursement in the form of cash, a credit on electrical service through David City Utilities, or a combination of both, at City's discretion. Developer shall be responsible for all other Work Costs and costs of the Project. City shall remit the reimbursement amount or credit within thirty (30) days of City approving the Work Costs pursuant to Section 1.

3. Development Incentives. City shall promptly process and consider any application Developer may make to City for development incentives to help cover the remaining costs of the Project, including without limitation, tax-increment financing, community improvement district formation, and general business occupation tax levies. Nothing in this Agreement obligates City to approve any such application or otherwise provide Developer any incentive, except as Section 1 provides.

4. Representations. The undersigned on behalf of each Party represents and warrants it has the lawful authority and legal power to execute this Agreement and bind the entity on whose behalf it is signing to all rights and obligations under this Agreement.

5. Notice. The Parties shall deliver any notice this Agreement requires to the addresses provided below by Certified U.S. Mail. Any notices this Agreement requires are considered delivered once the Party deposits the same with the U.S. Postal Service. The Parties may change the below information at any time by providing notice to the other Party in the manner provided herein.

If to Developer: DCNE, LLE

c/o Nebraska Dairy Products, Inc.

Attn: Scott Hedrick, COO

325 North 3rd Street

David City, Nebraska 68632

With a Copy to: _____

_____

If to City: City of David City, Nebraska
Attn: City Clerk
490 E Street
David City, Nebraska 68632

With a Copy To: Baird Holm LLP
c/o David C. Levy
1700 Farnam Street, Suite 1500
Omaha, Nebraska 68102-2068

6. Amendment. The Parties may only amend this Agreement by executing a written amendment.

7. Entire Agreement. This Agreement reflects the entirety of the Parties' respective and collective understandings, representations, and expectations with respect to the subject matter herein.

8. Severability. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain valid and enforceable as written.

9. Counterparts. The Parties may execute this Agreement in one or more counterparts, all of which taken together shall be one original.

10. Further Cooperation. The Parties shall execute such other documents and perform such other acts as may be reasonably necessary or desirable to further the intent and purpose of this agreement.

11. Binding Effect. This Agreement shall bind each Party and its respective heirs, successors, assigns, delegees, agents, and assignees, and shall run with the Property.

12. Governing Law. The Laws of the State of Nebraska shall govern this Agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement.

DCNE, LLC,
a Wyoming limited liability company

By: _____

Name: Randall Grvebele

Title: Manager

Date: 11/9/2026

THE CITY OF DAVID CITY, NEBRASKA,
a municipal corporation and city of the second class

By: _____
Mayor

Date: _____

ATTEST:

_____
Lori Matchett, City Clerk

APPROVED AS TO FORM:

_____
David C. Levy, Esq., City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION:	All of Lots One (1), Four (4), Five (5), Eight (8), Nine (9) and Twelve (12), Block Thirty-Four (34), Original Town of David City, Butler County, Nebraska, along with the West Half (W1/2) of vacated 3rd Street adjacent thereto, and along with that portion of the vacated South Fifteen feet (S 15') of "D" Street adjacent to Lot One (1) and adjacent to the West Half (W1/2) of vacated 3rd Street on the North.
SITUS ADDRESS:	325 North 3rd Street, David City, Nebraska 68632
PARCEL NO.:	120001701

DAVID CITY EAST PRIMARY OPTIONS - Opinion of Probable Construction Cost - Overhead Option
DAVID CITY, NEBRASKA
September 2026

ITEM NO.	POLES	UNIT	QUANTITY	LABOR PRICE	MATERIAL PRICE	LABOR TOTAL	MATERIAL TOTAL	TOTAL PRICE
1	35/3	EA	1	$ 954.00	$ 526.44	$ 954.00	$ 526.44	$ 1,480.44
2	40/2	EA	1	$ 996.00	$ 690.74	$ 996.00	$ 690.74	$ 1,686.74
3	45/2	EA	1	$ 1,037.50	$ 704.21	$ 1,037.50	$ 704.21	$ 1,741.71
4	45/1	EA	1	$ 1,037.50	$ 749.21	$ 1,037.50	$ 749.21	$ 1,786.71
5	50/2	EA	2	$ 1,079.00	$ 1,495.71	$ 2,158.00	$ 2,991.41	$ 5,149.41
6	55/2	EA	2	$ 1,120.50	$ 2,287.20	$ 2,241.00	$ 4,574.40	$ 6,815.40
ITEM NO.	**POLE TOP ASSEMBLIES**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
7	A5-1	EA	2	$ 145.83	$ 101.18	$ 291.66	$ 202.36	$ 494.02
8	C1-41F	EA	5	$ 570.00	$ 634.99	$ 2,850.00	$ 3,174.95	$ 6,024.95
9	C5-70	EA	1	$ 1,064.00	$ 693.46	$ 1,064.00	$ 693.46	$ 1,757.46
10	C6-51F	EA	2	$ 1,330.00	$ 2,917.30	$ 2,660.00	$ 5,834.60	$ 8,494.60
11	E7-1	EA	2	$ 570.00	$ 199.00	$ 1,140.00	$ 398.00	$ 1,538.00
12	E9-1	EA	3	$ 608.00	$ 164.14	$ 1,824.00	$ 492.42	$ 2,316.42
13	F1-1S	EA	3	$ 304.00	$ 96.05	$ 912.00	$ 288.15	$ 1,200.15
14	G1-10B	EA	2	$ 709.43	$ 215.15	$ 1,418.86	$ 430.30	$ 1,849.16
15	G3-1C	EA	3	$ 2,128.29	$ 1,920.93	$ 6,384.87	$ 5,762.79	$ 12,147.66
16	J2-1	EA	1	$ 133.03	$ 79.87	$ 133.03	$ 79.87	$ 212.90
17	J3-1	EA	14	$ 171.05	$ 79.87	$ 2,394.70	$ 1,118.18	$ 3,512.88
18	M2-11	EA	9	$ 266.00	$ 73.34	$ 2,394.00	$ 660.06	$ 3,054.06
19	M5-5	EA	11	$ 114.00	$ 25.00	$ 1,254.00	$ 275.00	$ 1,529.00
20	M5-9	EA	3	$ 191.64	$ 317.90	$ 574.92	$ 953.70	$ 1,528.62
ITEM NO.	**WIRE / CONDUIT**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
21	#1/0 ACSR OH PRIMARY	FT	2,665	$ 9.21	$ 0.55	$ 24,544.65	$ 1,465.75	$ 26,010.40
22	600V #1/0 AL TRIPLEX	FT	30	$ 3.02	$ 0.91	$ 91.60	$ 27.47	$ 119.08
23	600V #1/0 AL QUADRUPLEX	FT	30	$ 3.02	$ 1.21	$ 91.60	$ 36.63	$ 128.23
ITEM NO.	**TRANSFERS**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
24	1Ø POLE TOP TRANSFORMER	EA	10	$ 100.00	$ -	$ 1,000.00	$ -	$ 1,000.00
25	STREET LIGHT	EA	2	$ 600.00	$ -	$ 1,200.00	$ -	$ 1,200.00
26	TRIPLEX	EA	9	$ 600.00	$ -	$ 5,400.00	$ -	$ 5,400.00
27	QUADRUPLEX	EA	10	$ 700.00	$ -	$ 7,000.00	$ -	$ 7,000.00
28	J6-1B CT	EA	1	$ 1,200.67	$ -	$ 1,200.67	$ -	$ 1,200.67
29	UC8-1	EA	1	$ 3,093.60	$ -	$ 3,093.60	$ -	$ 3,093.60
30	3Ø/4W OH PRIMARY	EA	2	$ 1,602.48	$ -	$ 3,204.97	$ -	$ 3,204.97
ITEM NO.	**REMOVALS**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
30	POLE	EA	6	$ 577.50	$ -	$ 3,465.00	$ -	$ 3,465.00
31	3Ø PRIMARY DEADEND PTA	EA	1	$ 577.50	$ -	$ 577.50	$ -	$ 577.50
32	3Ø PRIMARY PTA	EA	5	$ 385.00	$ -	$ 1,925.00	$ -	$ 1,925.00
33	3Ø PRIMARY H-STRUCTURE PTA	EA	1	$ 770.00	$ -	$ 770.00	$ -	$ 770.00
34	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	EA	14	$ 288.75	$ -	$ 4,042.50	$ -	$ 4,042.50
35	3Ø/4W OH PRIMARY	FT	550	$ 4.52	$ -	$ 2,486.00	$ -	$ 2,486.00
ITEM NO.	**MISCELLANEOUS**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
35	BOLLARDS	EA	4	$ 874.84	$ 437.42	$ 3,499.36	$ 1,749.68	$ 5,249.05
					SUBTOTAL =	$ 90,373.13	$ 31,603.67	$ 121,976.79
		20%					CONTINGENCY =	$ 24,395.36
							TOTAL =	**$ 146,372.15**

DAVID CITY EAST PRIMARY OPTIONS - Opinion of Probable Construction Cost - Underground Option
DAVID CITY, NEBRASKA
September 2026

ITEM NO.	POLES	UNIT	QUANTITY	LABOR PRICE	MATERIAL PRICE	LABOR TOTAL	MATERIAL TOTAL	TOTAL PRICE
1	40/2	EA	1	$ 996.00	$ 690.74	$ 996.00	$ 690.74	$ 1,686.74
2	50/2	EA	1	$ 1,079.00	$ 1,495.71	$ 1,079.00	$ 1,495.71	$ 2,574.71
ITEM NO.	**POLE TOP ASSEMBLIES**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
3	C1-41F	EA	2	$ 570.00	$ 634.99	$ 1,140.00	$ 1,269.98	$ 2,409.98
4	C5-70	EA	1	$ 1,064.00	$ 693.46	$ 1,064.00	$ 693.46	$ 1,757.46
5	E9-1	EA	1	$ 608.00	$ 164.14	$ 608.00	$ 164.14	$ 772.14
6	F1-1S	EA	1	$ 304.00	$ 96.05	$ 304.00	$ 96.05	$ 400.05
7	J2-1	EA	1	$ 133.03	$ 79.87	$ 133.03	$ 79.87	$ 212.90
8	M2-11	EA	2	$ 266.00	$ 73.34	$ 532.00	$ 146.68	$ 678.68
9	UC8-3C	EA	2	$ 5,194.08	$ 2,597.04	$ 10,388.15	$ 5,194.08	$ 15,582.23
ITEM NO.	**PAD-MOUNT EQUIPMENT MATERIALS**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
10	200A ELBOW, #1/0 AL	EA	6	$ 166.00	$ 59.14	$ 996.00	$ 354.84	$ 1,350.84
11	SECONDARY PEDESTAL	EA	1	$ 779.87	$ 234.94	$ 779.87	$ 234.94	$ 1,014.81
12	3Ø SECONDARY METERING	EA	1	$ 1,252.00	$ 626.00	$ 1,252.00	$ 626.00	$ 1,878.00
ITEM NO.	**TRANSFORMERS**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
12	75kVA, 3Ø, PAD-MOUNT TRANSFORMER	EA	1	$ 1,660.00	$ 21,503.00	$ 1,660.00	$ 21,503.00	$ 23,163.00
13	TRANSFORMER BASEMENT, 3Ø	EA	1	$ 1,867.50	$ 899.02	$ 1,867.50	$ 899.02	$ 2,766.52
14	TRANSFORMER GROUND ASSEMBLY, 3Ø	EA	1	$ 518.75	$ 159.74	$ 518.75	$ 159.74	$ 678.49
ITEM NO.	**WIRE / CONDUIT**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
15	1/0 AL UG, 15kV FN	FT	1,977	$ 7.44	$ 4.19	$ 14,708.88	$ 8,283.63	$ 22,992.51
16	600V #4/0 CU UG, RN	FT	1,617	$ 6.01	$ 2.15	$ 9,718.17	$ 3,476.55	$ 13,194.72
17	2" HDPE, SDR 13.5	FT	1,656	$ 1.21	$ 1.80	$ 2,003.76	$ 2,980.80	$ 4,984.56
18	(3) 2" BORING	FT	524	$ 71.97	$ -	$ 37,712.28	$ -	$ 37,712.28
19	2" LONG RADIUS SWEEP/ELBOW	FT	21	$ 100.05	$ 24.00	$ 2,101.05	$ 504.00	$ 2,605.05
20	2.5" HDPE, SDR 13.5	FT	335	$ 1.21	$ 2.25	$ 405.35	$ 753.75	$ 1,159.10
21	2.5" PVC, TRENCHED AND BACKFILLED	FT	195	$ 21.08	$ -	$ 4,110.67	$ -	$ 4,110.67
22	(1) 2.5" BORING	FT	140	$ 35.00	$ -	$ 4,900.00	$ -	$ 4,900.00
23	2.5" LONG RADIUS SWEEP/ELBOW	FT	15	$ 120.00	$ 30.00	$ 1,800.00	$ 450.00	$ 2,250.00
ITEM NO.	**TRANSFERS**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
24	3Ø/4W OH PRIMARY	EA	2	$ 1,409.09	$ -	$ 2,818.18	$ -	$ 2,818.18
1	QUADRUPLEX	EA	1	$ 456.95	$ -	$ 456.95	$ -	$ 456.95
ITEM NO.	**REMOVALS**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
25	POLE	EA	4	$ 577.50	$ -	$ 2,310.00	$ -	$ 2,310.00
26	3Ø PRIMARY PTA	EA	5	$ 385.00	$ -	$ 1,925.00	$ -	$ 1,925.00
27	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	EA	6	$ 288.75	$ -	$ 1,732.50	$ -	$ 1,732.50
28	1Ø POLE TOP TRANSFORMER REMOVAL	EA	4	$ 1,347.50	$ -	$ 5,390.00	$ -	$ 5,390.00
29	M5-5	EA	1	$ 96.25	$ -	$ 96.25	$ -	$ 96.25
30	3Ø PRIMARY DEADEND	EA	1	$ 577.50	$ -	$ 577.50	$ -	$ 577.50
31	STREET LIGHT	EA	2	$ 120.00	$ -	$ 240.00	$ -	$ 240.00
32	3Ø/4W OH PRIMARY	FT	400	$ 4.52	$ -	$ 1,808.00	$ -	$ 1,808.00
33	TRIPLEX	FT	350	$ 5.28	$ -	$ 1,848.00	$ -	$ 1,848.00
34	QUADRUPLEX	FT	45	$ 6.79	$ -	$ 305.55	$ -	$ 305.55
35	J6-1B CT (3Ø)	EA	1	$ 452.52	$ -	$ 452.52	$ -	$ 452.52
ITEM NO.	**MISCELLANEOUS**	**UNIT**	**QUANTITY**	**LABOR PRICE**	**MATERIAL PRICE**	**LABOR TOTAL**	**MATERIAL TOTAL**	**TOTAL PRICE**
32	CUT AND PATCH CONCRETE	FT^2	340	$ 38.35	$ 19.17	$ 13,038.32	$ 6,519.16	$ 19,557.48
33	BOLLARDS	EA	4	$ 874.84	$ 437.42	$ 3,499.36	$ 1,749.68	$ 5,249.05
					SUBTOTAL =	$ 115,411.09	$ 50,056.97	$ 165,468.06
		20%					CONTINGENCY =	$ 33,093.61
							TOTAL =	**$ 198,561.67**

SECOND AMENDMENT TO MUTUAL AID INTERLOCAL COOPERATION AGREEMENT

This **SECOND AMENDMENT TO MUTUAL AID INTERLOCAL COOPERATION AGREEMENT** (the "Amendment"), is effective as of the last date written by an Agency below (the "Effective Date") and is by and between the law enforcement agencies of the City of David City, Nebraska, a municipal corporation and city of the second class ("David City") (the David City Police Department (the "Police Department")), and Butler County, Nebraska, a Nebraska political subdivision ("Butler County") (the Butler County Sheriff's Office (the "Sheriff")). This Agreement refers to the Police Department and the Sheriff each individually as an "Agency" and collectively as the "Agencies."

WHEREAS, the Agencies executed that certain Mutual Aid Interlocal Cooperation Agreement on or around September 5, 2023, as amended by that certain First Amendment to Mutual Aid Interlocal Cooperation Agreement on or around October 20, 2025 (collectively, the "Agreement"); and

WHEREAS, the Agreement provides the terms and conditions under which each Agency and its respective law enforcement officers (individually, an "Officer" and collectively, the "Officers") would aid and render law enforcement services to the other Agency, pursuant to the Interlocal Cooperation Act of the State of Nebraska, Nebraska Revised Statutes section 13-801 *et seq*., as amended, and Nebraska Revised Statutes section 29-215; and

WHEREAS, the Agreement expired by its terms on March 24, 2026; and

WHEREAS, the Agencies desire to revive and ratify the Agreement and to extend the same through December 31, 2027.

NOW, THEREFORE, in consideration of the foregoing recitals which the Agencies hereby incorporate herein, and for other good and valuable consideration, the receipt and sufficiency of which the Agencies each acknowledge and accept, the Agencies agree as follows:

1. **Term**. The Agencies hereby amend the Agreement to expire on December 31, 2027 (the "Expiration Date"). On the Expiration Date, the Agreement shall immediately terminate without any action or notice by or to either Agency. The Agencies may extend the Term by executing a written extension hereof.

2. **Revival; Ratification**. The Agencies hereby revive the Agreement in its entirety. The Agencies represent and warrant that the Agreement, as of the Effective Date, has not expired or terminated. The Agencies hereby ratify the Agreement, as this Amendment amends the same.

3. **No Other Amendment**. Except as this Amendment expressly provides, all other terms of the Agreement shall remain in full force and effect.

4. **Definitions**. All capitalized terms used herein shall have the meanings provided in the Agreement, except as provided below.

5. **Harmony; Conflicting Provisions**. Nothing in this Amendment shall terminate, affect, abridge, or alter the duties and obligations the Agreement imposes on either Agency. To the extent of any conflict between the Agreement and Amendment, this Amendment shall control. Where this Amendment is silent on a matter, the Agreement shall control to the extent it provides an applicable provision or term.

6. **Other Agreements**. The cooperation arrangement the Agreement and Amendment establish is cumulative to and not in lieu of specific agreements the Agencies heretofore or hereafter execute in respect to other aspects of public safety. In the event of conflict or when resolving any ambiguities, the Agreement and this Amendment take precedence over any other agreement.

7. **Authorization; Implementing Action**. The undersigned represent and warrant that each has the legal capacity and lawful power to execute this Amendment on behalf of its respective Agency and to bind the same to this Amendment and the Agreement, as this Amendments so amends the same. Prior to the Effective Date, each Agency shall take formal action by ordinance or resolution of its governing body approving this Amendment. Each Agency shall furnish the other Agencies executed copies of such authorizing action.

8. **Entire Agreement**. The Agreement, as amended by this Amendment, contains the entire agreement of the Agencies. Any Agency may not explain, supplement, or qualify the provisions of the Agreement or Amendment through evidence of trade usage or prior course of dealings. No Agency made or relied upon any representations by any Agency, other than those that are expressly provided herein.

9. **No Third-Party Rights**. The Agencies execute this Amendment for the benefit of the named Agencies only. This Amendment does not, nor shall it provide rights to any third party, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that the Agreement's indemnification provision shall also inure to the benefit of an Agency's employees, Officers and agents.

10. **Counterparts**. The Agencies may execute this Amendment in multiple counterparts or electronically, which taken together shall collectively constitute the same, original Amendment.

11. **Severability**. If a court of competent jurisdiction renders any provision(s) of this Amendment unenforceable or invalid, such provision(s)' unenforceability or invalidity shall not affect the remaining provisions of this Amendment, which shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Agencies execute this Agreement as of the Effective Date.

CITY OF DAVID CITY, NEBRASKA,
a municipal corporation and city of the second class

By: _____
Jessica Miller, Mayor

Date: _____

ATTEST:

_____
Lori Matchett, City Clerk

Date: _____

APPROVED AS TO FORM:

_____
David C. Levy, Esq., City Attorney

Date: _____

[SIGNATURE COUNTERPAGE]

COUNTY OF BUTLER, NEBRASKA,
a Nebraska political subdivision

By: Butler County, Nebraska, Board of Supervisors

By: _____
Scott Steager, Chairperson,

Date: _____

ATTEST:

_____
Lori L. Aschoff, Butler County Clerk

Date: _____

APPROVED AS TO FORM:

_____
Julie Reiter, Esq., Butler County Attorney

Date: _____



City of David City
Service Ticket #182589 - Server 2016 Upgrade - Azure Hosted

Lori Matchett
cityclerk@davidcityne.gov

Travis Petsche

tpetsche@appliedconnective.com
402-395-6924

Executive Summary - Service Ticket #182589 - Server 2016 Upgrade - Azure Hosted

About Us

For over 20 years, Applied Connective Technologies, LLC, (Albion, Norfolk, Columbus, Lincoln, Elkhorn, Ogallala) has been helping partners leverage technology to achieve maximum security, efficiency, and profitability. With 65+ highly skilled full-time staff, we provide our partners unrivaled service and support and cutting-edge solutions in managed IT (MSP) services, commercial telephone systems, security, surveillance, fiber optic, low voltage cabling, and professional audio video. Applied Connective is a one touch point vendor for all of your technology needs.

Azure Benefits & Features

Moving to an Azure Infrastructure (IaaS) environment can offer several advantages for running active directory, group policy and other line-of-business applications, especially for a business entity demanding high reliability and uptime requirements. Some key benefits:

Azure Infrastructure
-Reduced operational and disaster-recovery risk through built-in datacenter redundancy and cloud-based backups
-Improved security posture with Microsoft-managed infrastructure, physical security, and native MFA/identity protections
-Lower capital expense and predictable monthly costs, eliminating server refresh cycles and emergency hardware replacement
-Stronger business continuity without maintaining a secondary physical site
-Simplified regulatory and audit alignment leveraging Microsoft's SOC, ISO, and NIST-aligned controls
-Less infrastructure management burden for lean IT teams; fewer patches, less hardware maintenance
-Faster provisioning and scalability for AD, file services, and basic applications
-Same end-user experience for AD, GPOs, and file shares with reduced backend complexity

General Scope of Work

Project Overview
This project aims to migrate the city's existing on-premises Windows Server to Microsoft Azure Infrastructure-as-a-Service (IaaS). The migration includes deploying Azure virtual machines for directory and application services, Azure Files for file sharing, and secure VPN connectivity to the city office.

Scope of Work
Assessment and Planning
-Assessment of Current Environment: Review the existing on-premises server, Active Directory configuration, file shares, print services, and network connectivity.
-Planning: Develop a migration plan covering architecture design, sequencing, cutover approach, and risk mitigation.

Azure Setup
-Azure Subscription & Networking: Configure Azure subscription, virtual network, subnets, and security controls.
-Identity Infrastructure: Deploy a small Windows Server Azure VM to function as a Domain Controller providing AD, DNS, and GPO services.
-File Services: Configure Azure Files with Active Directory integration for centralized file sharing.
-Application & Print Services: Deploy a small Windows Server Azure VM for print services and basic application needs.
-Secure Connectivity: Deploy an Azure VM running a virtual WatchGuard VPN appliance and establish site-to-site VPN connectivity to the main office.

Migration
-Directory Services Migration: Migrate Active Directory roles and validate authentication, DNS, and Group Policy functionality.
-File Migration: Migrate existing on-premises file shares to Azure Files and validate user access and permissions.
-Print & Application Migration: Configure and validate print services and basic applications on the Azure application VM.

Backup, Validation, and Documentation
-Backup Configuration: Implement Veeam Backup for Microsoft Azure and configure Azure managed disks with locally redundant storage (LRS).
-Testing & Validation: Validate directory services, file access, print services, VPN connectivity, and backup operations.
-Documentation: Provide high-level documentation covering the Azure environment, backup configuration, and operational overview.

Managed Azure Server Cloud Infrastructure

Applied Connective will provide ongoing Managed Azure services as an extension of its Managed IT offering, assuming full responsibility for the day-to-day operation of the Azure infrastructure environment. This includes proactive monitoring, security and patching coordination, performance oversight, backup oversight, and platform-level troubleshooting. Our Managed Azure services ensure the City of David City's cloud infrastructure remains secure, stable, and well-maintained, allowing internal staff to focus on operations while Applied Connective manages the underlying technology.

Contract Term

The term of this agreement shall be for a period of 12 months (the "Term"). This agreement shall automatically renew on an annual term unless either party submits written notice of their intent to terminate this agreement. Notice of termination should be provided 60 days in advance of renewal date.

Managed Services

Description	Recurring	Qty	Ext. Recurring
Managed Azure Server Cloud Infrastructure Plan *Managed Azure Server Plan would replace the existing MSP IT Premium Managed Server Plan at the same cost.	$125.00	1	$125.00
Managed Firewall Services - WatchGuard MSSP Cloud Small Virtual Firewall Appliance w\ Basic Security Subscription	$75.00	1	$75.00
Azure Subscription IaaS - Azure Firewall VM 2C/4GB, 32GB Premium SSD OS Drive, LRS Backup and Redundancy 30-Day	$17.42	1	$17.42
Azure Subscription IaaS - Azure Virtual Server - Domain Controller	$45.30	1	$45.30
Azure Subscription IaaS - Azure Virtual Server - Power Manager (App)	$99.62	1	$99.62
Azure Subscription IaaS - Azure Files Premium SSD 384GB	$74.40	1	$74.40

Note: Net new monthly cost estimated to be $312.

Monthly Subtotal: **$436.74**

Professional Services

Description	Price	Qty	Ext. Price
Professional Services - IT Azure Engineer (25-30 Hours Estimated)	$5,500.00	1	$5,500.00

Subtotal: **$5,500.00**

Service Ticket #182589 - Server 2016 Upgrade - Azure Hosted



Prepared by:

Albion
Travis Petsche
402-395-6924
tpetsche@appliedconnective.com

Prepared for:

City of David City
490 E Street
PO Box 191
David City, NE 68632
Lori Matchett
(402) 367-3135
cityclerk@davidcityne.gov

Quote Information:

Quote #: 019449

Version: 1
Delivery Date: 09/15/2026
Expiration Date: 06/13/2026

Monthly Recurring Summary

Description	Amount
Managed Services	$436.74
Monthly Total:	**$436.74**

One-Time Products and Services Summary

Description	Amount
Professional Services	$5,500.00
Total:	**$5,500.00**

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Applied Connective Technologies (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date."). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable document identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services.

The terms and conditions identified on Exhibit A are subject to change at Provider's discretion. You should review these documents periodically and prior to entering into a new Order. Client may access the current version of the terms and conditions at any time by visiting http://appliedconnective.com/legal.

The parties, acting through their authorized officers, hereby execute this Agreement.

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

By signing below, Client acknowledges, represents, and warrants that it has read and agree to the terms and conditions in the following documents, which are incorporated herein by reference and can be found at Exhibit A.

Albion

Signature: Travis Petsche

Name: Travis Petsche

Title: Relationship Manager

Date: 09/15/2026

City of David City

Signature:

Name: Lori Matchett

Date:

Exhibit A

Agreement	Description
All Legal Terms and Conditions	All Legal Terms and Conditions
Master Services Agreement	General terms and conditions applicable to all Provider products and services.
Service Attachment for Managed Services	Core managed services including monitoring, remote management, and help-desk.
Service Attachment for Managed Security Services	Advanced cyber-security services including SOC, EDR and SIEM.
Service Attachment for Backup and Disaster Recovery Services	Managed backup and disaster recovery services including local, cloud, and third-party backups.
Service Attachment for Cloud Services	Cloud and hosting services including Microsoft 365.
Service Attachment for Voice-Over Internet Protocol	Managed unified communication services including voice over IP.
Service Attachment for Managed Surveillance Services	Video surveillance services including installation and monitoring of cameras.
Schedule of Third-Party Services	Notice of third-party service providers and waiver of claims.
Data Processing Agreement	Data security and privacy agreement including statutorily required terms.
Service Level Objectives	Targeted response times by tier of severity.



City of David City
Service Ticket #136440 - Server 2016 Upgrade

Lori Matchett
cityclerk@davidcityne.gov

Travis Petsche

tpetsche@appliedconnective.com
402-395-6924

Executive Summary - Service Ticket #136440 - Server 2016 Upgrade

About Us

For over 20 years, Applied Connective Technologies, LLC, (Albion, Norfolk, Columbus, Lincoln, Elkhorn, Ogallala) has been helping partners leverage technology to achieve maximum security, efficiency, and profitability. With 65+ highly skilled full-time staff, we provide our partners unrivaled service and support and cutting-edge solutions in managed IT (MSP) services, commercial telephone systems, security, surveillance, fiber optic, low voltage cabling, and professional audio video. Applied Connective is a one touch point vendor for all of your technology needs.

Premium Managed IT Services - Addendum

Services that ACT may provide the Client include technical support, service, and maintenance of Client's IT, computer, server and networking systems along with connected equipment (i.e., printers, fax machines) (the "Services"). ACT shall consult Client in vCIO (virtual CIO) role and coordinate with 3rd party service providers and vendors. ACT shall negotiate on Client's behalf when requested in dealings with service providers. No warranty of equipment is provided with this agreement. Physical repair and maintenance of printer, scanner, fax devices is excluded from this agreement; however, best practice troubleshooting of said devices will be provided by ACT. Project related work scopes and premise low voltage cabling is excluded from this agreement but available or provided by ACT at agreed upon project estimate or discounted rates. The manner in which the Services are to be performed and the specific hours to be worked by ACT shall be determined by ACT and coordinated with the Client personnel. The Client must contact ACT to arrange for scheduling appointments in order to allow ACT to reasonably fulfill its obligations of this Agreement. Service and maintenance will be performed remotely when possible using agreed upon remote access and support tools.

Special Order Items

This proposal contains special order items. These items can not be cancelled or returned once order has been processed by manufacture or distributor. If you have questions as to which items are special order, please consult with your sales rep.

Down Payment

Please note, orders of substantial hardware, software or licensing cost could require a down payment before hardware is ordered and prior to scheduling of project. Should these costs exceed $5,000 a down payment invoice of 35% of the total project will be sent. Once ordered and estimated lead time known, a project manager will contact you to coordinate scheduling details.

Hardware

Description	Price	Qty	Ext. Price
Dell PowerEdge R570 Rack Mount Server - Intel® Xeon® 6 Performance 6511P 2.3G, 16C/32T, 72M Cache, Turbo, 64GB RDIMM, 6400MT/s, Single Rank, PERC H965i Controller, RAID5, (3) 960GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive, 1 DWPD, D	$19,040.49	1	$19,040.49
		Subtotal:	**$19,040.49**

Software

Description	Price	Qty	Ext. Price
Microsoft Windows Server 2025 Standard - 16 Core	$617.42	1	$617.42
Microsoft Windows Server 2025 User CAL - Client Access License - 10 Pack	$297.64	4	$1,190.56
		Subtotal:	**$1,807.98**

Professional Services

Description	Price	Qty	Ext. Price
Installation Services - IT - Tier 3 Engineer (15-20 Hours Estimated)	**$4,500.00**	**1**	**$4,500.00**
		Subtotal:	**$4,500.00**

Service Ticket #136440 - Server 2016 Upgrade



Prepared by:

Albion
Travis Petsche
402-395-6924
tpetsche@appliedconnective.com

Prepared for:

City of David City
490 E Street
PO Box 191
David City, NE 68632
Lori Matchett
(402) 367-3135
cityclerk@davidcityne.gov

Quote Information:

Quote #: 019137

Version: 1
Delivery Date: 11/11/2026
Expiration Date: 11/25/2026

One-Time Products and Services Summary

Description	Amount
Hardware	$19,040.49
Software	$1,807.98
Professional Services	$4,500.00
Subtotal:	**$25,348.47**
Shipping:	**$50.00**
Total:	**$25,398.47**

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Applied Connective Technologies (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date."). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable document identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services.

The terms and conditions identified on Exhibit A are subject to change at Provider's discretion. You should review these documents periodically and prior to entering into a new Order. Client may access the current version of the terms and conditions at any time by visiting http://appliedconnective.com/legal.

The parties, acting through their authorized officers, hereby execute this Agreement.

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

By signing below, Client acknowledges, represents, and warrants that it has read and agree to the terms and conditions in the following documents, which are incorporated herein by reference and can be found at Exhibit A.

Albion

Signature: Travis Petsche

Name: Travis Petsche

Title: Relationship Manager

Date: 11/11/2026

City of David City

Signature:

Name: Lori Matchett

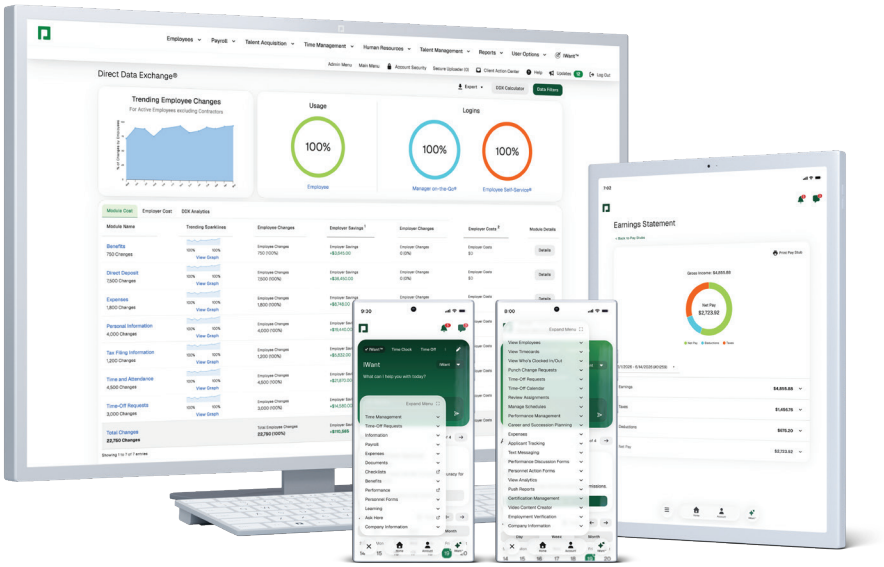
Date:

Exhibit A

Agreement	Description
All Legal Terms and Conditions	All Legal Terms and Conditions
Master Services Agreement	General terms and conditions applicable to all Provider products and services.
Service Attachment for Managed Services	Core managed services including monitoring, remote management, and help-desk.
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Service Attachment for Backup and Disaster Recovery Services	Managed backup and disaster recovery services including local, cloud, and third-party backups.
Service Attachment for Cloud Services	Cloud and hosting services including Microsoft 365.
Service Attachment for Voice-Over Internet Protocol	Managed unified communication services including voice over IP.
Service Attachment for Managed Surveillance Services	Video surveillance services including installation and monitoring of cameras.
Schedule of Third-Party Services	Notice of third-party service providers and waiver of claims.
Data Processing Agreement	Data security and privacy agreement including statutorily required terms.
Service Level Objectives	Targeted response times by tier of severity.

paycom

FACT SHEET



COMPANY OVERVIEW

Paycom Software, Inc. (NYSE: PAYC) is a cloud-based human capital management software provider that allows organizations of all sizes across the U.S. and internationally to set numerous HR and payroll tasks to "automatic" through employee-first technology. Built on a truly single database, Paycom's full-solution automation manages the entire employment life cycle, helping organizations streamline processes and improve data accuracy. With its industry-first AI engine, IWant™, Paycom provides instant access to accurate employee data without requiring users to navigate or learn the software. For over 25 years, Paycom has been repeatedly recognized by third-party reviewers as a leading payroll and HCM solution.

As of Dec. 31, 2025, Paycom has approximately 39,200 clients in the U.S., Canada, Mexico, the U.K. and Ireland. Paycom has traded on the New York Stock Exchange since 2014.

CORPORATE SOCIAL RESPONSIBILITY

At Paycom, we appreciate the enormous responsibility that comes with handling our customers' information and data. We also understand that as a leader in the tech industry, it is important that we endeavor to:

- uphold an organizational culture centered on operating with integrity
- develop high-performing, dedicated employees through our programs and unique culture
- strengthen our community through productive conversations
- foster an inclusive workplace and a sense of belonging for all
- be an active steward of our environment through sustainability

View our full Corporate Social Responsibility Report at paycom.com/csr.

YEAR FOUNDED

1998

NUMBER OF CLIENTS

39,200 (as of Dec. 31, 2025)

NUMBER OF EMPLOYEES

5,770 (as of Dec. 31, 2025)

LOCATIONS

Paycom has locations across the U.S. and is headquartered in Oklahoma City. Paycom has a secondary operations facility in Grapevine, Texas.

SERVICES

From hire to retire, Paycom's fully automated, command-driven technology revolutionizes HR and payroll for Paycom's clients and their employees all in a single database, enabling streamlined management of the entire employee life cycle.

Hire: Talent Acquisition | **Engage:** Talent Management | **Pay:** Payroll | **Manage:** HR Management | **Track:** Time and Labor Management

VALUE PROPOSITION

- **Command-Driven AI Engine**
  (IWant provides instant access to employee data)
- **Single Database**
  (no third-party integrations: all HR, payroll, and talent data lives in one system)
- **Full-Solution Automation**
- **Proprietary Software**
  (designed in-house to meet client requirements and specifications)
- **Monthly Product Enhancements**
- **Dedicated Client Service Representative**
- **Security Standards With ISO 27001, ISO 22301, ISO 27701, ISO 9001 and ISO 42001 Certification**
  (EY completes SSAE 16 attestations and SOC 2 reports of internal controls every six months)

PAYC LISTED NYSE

Paycom.com
800.580.4505

ACCOLADES

Paycom has been recognized for innovation, customer service and workplace culture by national publications including *Fast Company*, *Forbes*, *Time* and *Newsweek*, to name a few.



***HR Executive* Top HR Products**

Paycom received the *HR Executive* Top HR Product award for IWant in 2025, GONE in 2024, Beti® in 2021, Manager on-the-Go® in 2020 and Direct Data Exchange® in 2019.



***Fast Company* World's Most Innovative Companies**

Paycom was awarded in 2025 for GONE® and 2022 for Beti.



H3 HR Advisors HCM Technology Signal Award

Paycom was awarded in 2026 for helping organizations simplify workplace change through self-service workflows.



***Time* World's Best Companies**

Paycom was awarded in 2024 and 2025 for strong revenue growth, high employee satisfaction and a commitment to sustainability.



***USA Today* Most Trusted Brands**

Paycom was awarded in 2026 based on nationwide consumer sentiment.



***Selling Power* 60 Best Companies to Sell For**

Paycom was awarded in 2025 and 2026 for success with sales and training.



***Forbes* America's Best Large Employers**

Paycom was awarded in 2025 for large employers and 2022 for midsized employers.





***Newsweek* World's Most Trustworthy Companies**
***Newsweek* America's Best Online Platforms**

Paycom was awarded 2023-2025 and 2025-2026, respectively.

ADDITIONAL HONORS

- Paycom was named to ***Newsweek***'s America's Greatest Workplaces in Tech 2026 list for its commitment to a strong workplace that supports employee satisfaction and achievement.
- Paycom was named to ***Time***'s first ranking of America's Top WorkTech Companies in 2026.
- Paycom was named Overall Workforce Management Solution Provider of the Year by **RetailTech Breakthrough Awards** for the second consecutive year in 2026.
- Paycom was recognized as a Platinum Employer on the 2026 **Where You Work Matters List** for quality jobs, career advancement, competitive wages and talent retention.
- ***Newsweek*** recognized Paycom among America's Greatest Workplaces for Culture, Belonging & Community for the fourth consecutive year in 2026.
- ***Forbes*** recognized Paycom among the Best Employers for New Grads in 2025.
- Paycom's workplace has received multiple recognitions from employee review site **Comparably**, including for Company Outlook; Best Company for Women, Diversity and Compensation; Best CEO, Culture, Happiness, Perks & Benefits, Work-Life Balance, Leadership and Career Growth; Best Sales Team; Best Marketing Team and Best HR Team.
- ***Forbes*** recognized Paycom as one of America's Best Employers for Tech Workers in 2024.
- Paycom earned several **Globee® Awards**, including Customer Excellence Awards for Paycom's IT and service teams in 2025, for GONE and Paycom's service teams in 2024, and Business Awards for Beti and Paycom's HR team in 2023.
- Paycom made ***USA Today***'s Top Workplaces list from 2021 to 2024.

paycom®

HR & Payroll Software

Beti® vs. Basic Payroll: How Automation Beats Outdated Processes Every Time

Paycom's Beti is an automated payroll experience. Unlike a traditional payroll process, it automatically finds errors and guides employees to fix them *before* submission.

HOW THEY COMPARE:

A TRADITIONAL PAYROLL PROCESS	BETI
✗ Requires HR to manually pull in data from time sheets, benefits enrollment, tax forms and more	✓ Self-starts each pay period, seamlessly pulling live employee data from across Paycom
✗ No way to catch errors before they impact employees	✓ Automatically identifies potential issues
✗ Requires HR to painstakingly verify payroll's accuracy line by line	✓ Notifies and guides employees to fix mistakes *before* submission
✗ Employees can only identify issues and request a correction *after* they get paid	✓ Enables employees to approve their checks or ask HR questions easily and intuitively
✗ HR sinks days into a process that still yields errors	✓ HR moves from meticulously managing payroll to just *monitoring* it

AMONG EMPLOYEES:

90% FIND VALUE IN BEING ABLE TO FIX PAYROLL ERRORS EARLY*

65% LIVE PAYCHECK-TO-PAYCHECK†

56% EXPERIENCE SIGNIFICANT PAY VARIANCES FROM ONE PAY PERIOD TO THE NEXT‡

2025 PAYROLL SOFTWARE MARKET LEADER

WINNER 2021 TOP HR PRODUCT Human Resource Executive WINNER 2021

Request a meeting to see how Beti simplifies work for HR and helps your employees better manage their lives.

REQUEST A MEETING

Sources:
* A December 2023 survey conducted by Morning Consult and commissioned by Paycom of 1,878 U.S. adults currently employed in the private sector or government.
† A December 2023 survey conducted by Pollfish and commissioned by Paycom of 2,200 full-time U.S. employees
‡ An August 2024 survey conducted by Pollfish and commissioned by Paycom of 2,200 full-time U.S. employees working 40+ hours per week.

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UP TO

821%

PROJECTED ROI

paycom

Key Statistics

Hours saved by HR, finance and admins annually	Hours saved by every manager annually	Overtime hours avoided from consistent staffing annually
190+	30	240

NEW TECHNOLOGY

The Projected Total Economic Impact™ of Paycom's Time-Off Requests Featuring GONE®

When time off isn't managed, it burdens *everyone*. It makes managers calculate coverage, forces HR to chase down approvals and keeps employees in the dark. All with next to *no* accountability. What if you could **reclaim wasted resources, avoid understaffing, enhance your employee experience** *and* **adapt to new staffing needs?**

It's not just possible. It's proven. A Forrester Consulting study found these benefits for companies using Paycom's automated Time-Off Requests tool featuring GONE.

Projected Value

Projected net present value up to

$106K

Efficiency gains for managers up to

$76K

What Clients Said

"With [Paycom's] GONE, I know that all PTO requests are going to be handled **instantly and fairly**, without considering which individual is requesting it."

—director of human resources, retailer

"[Paycom's] GONE is a **time-saver for the supervisors** and is **extremely convenient for their employees**."

—office manager, manufacturer

"It's important for our employees to know if they're getting their days off **without waiting days for approval**."

—payroll manager, food and beverage company

Read the full study to build a business case for what **GONE** could do for you.

FORRESTER®

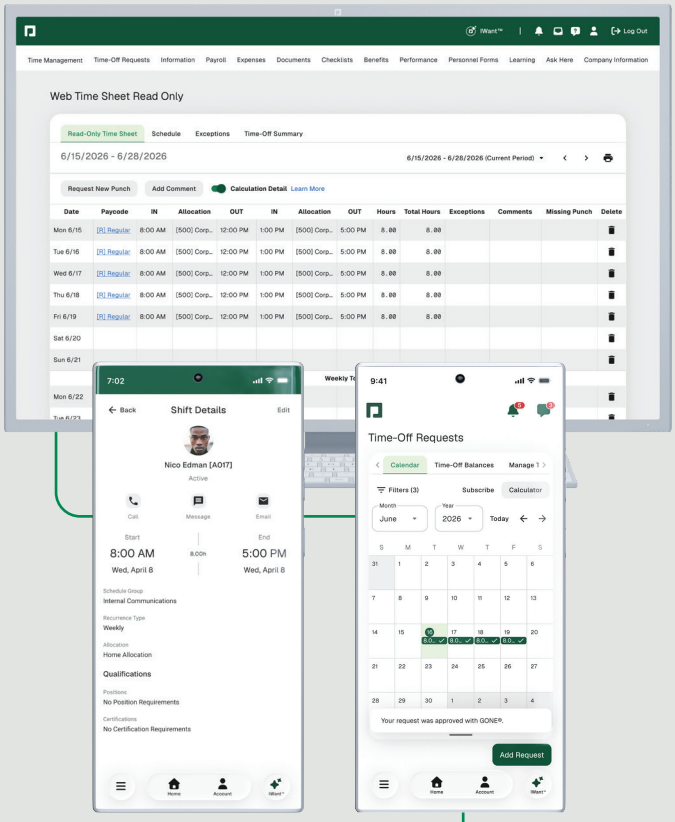
A commissioned study conducted by Forrester Consulting on behalf of Paycom (October 2024).
Results are for a composite organization based on interviewed clients with a three-year projected ROI of 102%-821%.

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TIME AND LABOR MANAGEMENT

Automate around the clock

Eliminate reentry and time-tracking errors with automated clock-in reminders, pay period archives, manager notifications and dataflow to payroll and beyond.



TIME AND ATTENDANCE

Stop fixing timecards

Managers automatically receive punch change requests and approvals flow seamlessly into payroll.

TIME-OFF REQUESTS

Say goodbye to time-off hassles

Automate time-off decisions based on guidelines you set, so you never have to track down approvals again.

TIME CLOCKS AND TERMINALS

Simplify compliance in no time

Accurately and easily capture employee punches for precise reporting and tracking.

LABOR ALLOCATION

Avoid wasted labor dollars

Instantly track where your funds go by job, location and more for stronger payroll and labor spending.

SCHEDULING

Overcome understaffing

Easily meet your scheduling needs and let employees swap or claim open shifts in our mobile app.

> **"Paycom's mobile app has really helped the employees take ownership of their time. They can input change requests or ask for PTO right from their phone."**
>
> *—payroll coordinator, higher education*

Accomplish more with one

Our tools exist in a single software to achieve full-solution automation, working together in real time to prevent time theft, needless overtime spending and missed performance discussions.

Scan here to learn how our truly single software transforms your business in no time.

paycom®
HR & Payroll Software

07.06.2026 | 26-1005

Investment Summary

Finalized on
October 30, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.801585.1969338
Country | United States of America
State | Nebraska
Currency | USD

Proposal Prepared for

DAVID CITY
490 E ST
DAVID CITY, NE 68632
402-367-3135

Proposal Prepared by

Paycom Payroll, LLC
7501 W. Memorial Road Oklahoma City, Oklahoma 73142
1-800-580-4505



Per Payroll Transaction
8.63 (Base) + 0.95 (Per Check)



Per Employee Per Month
26.47



Total Initial Investment
6,020.75

Comprehensive Service Breakdown: Refer to the Pages That Follow

CLIENT AUTHORIZATION

Client Signature _____ Title _____

Printed Name _____ Date _____

All Pricing is subject to change with written or electronic notice. Client acknowledges and agrees that delivery fees and check stuffing fees do not always involve delivery of a physical check, paystub, and/or report to Client. Additional processing fees and charges may apply. All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.

Client agrees to the Human Capital Management Solutions billing minimum quantity of 25 Unique Employees Paid. Client will be billed for the greater of 25 Unique Employees Paid or the actual number of Unique Employees Paid at the PEPM rate stated herein.

Paycom's Services, fees, and charges are subject to the Payroll and Human Capital Management Services Agreement, which is hereby incorporated by reference, and includes the current version of the General Terms and Conditions and applicable Schedules located at paycom.com/agreements

Initial Term End Date: 2/15/2030
Renewal Term: 3 Year(s)

Investment Summary

Finalized on
October 30, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.801585.1969338
Currency | USD

PAYROLL PROCESSING COSTS	BASE	PER CHECK	PER USE
PAYROLL TRANSACTION	8.63	0.95	
DIRECT DEPOSIT (PER DISTRIBUTION)			0.31
DELIVERY (PER DELIVERY)			20.00

PAYROLL DETAILS	# OF PAYROLLS	# OF EMPLOYEES	PER PAYROLL
MONTHLY	12	60	65.63

MONTHLY COSTS	QUANTITY	PER USE	PEPM	UNIQUE EMPLOYEES PAID	PER MONTH
HUMAN CAPITAL MANAGEMENT SOLUTIONS			26.47	60	1,588.20
MULTI-JURISDICTION (PER ADDITIONAL JURISDICTION)		6.00			
TOTAL					1,588.20

SOLUTION DETAILS		
SINGLE APPLICATION HCM SYSTEM	DEDICATED PAYCOM SPECIALIST	POSITION SEAT MANAGEMENT
ORGANIZATIONAL CHART	MANAGER ON-THE-GO®	EMPLOYEE SELF-SERVICE®
ASKHERE	IWANT	SELF-ONBOARDING
NEW HIRE REPORTING	DOCUMENTS AND CHECKLISTS	TIME AND ATTENDANCE
TIME-OFF REQUESTS	TIME-OFF ACCRUAL TRACKING	GONE®
BENEFITS ADMINISTRATION	ENHANCED AFFORDABLE CARE ACT	PERSONNEL ACTION FORMS
PERFORMANCE DISCUSSION FORMS	PAYROLL PROCESSING	BETI®
APPROVE MY CHECK	PAYROLL AUTOMATION	PAYROLL DASHBOARD
PAYROLL GROSS TO NET	CHECK STUFFING	DIRECT DEPOSITS
CHECK VOUCHERS	FEDERAL ELECTRONIC TAX DEPOSITING (941, 940)	DEPOSIT AND FILE STATE TAX DEPOSITS
DEPOSIT AND FILE SUTA (STATE UNEMPLOYMENT)	QUARTERLY FEDERAL/STATE DEPOSIT STATEMENTS	QUARTERLY 941S SIGNED AND FILED
TAX REGISTRATION SERVICE	VAULT	ADVANCED REPORT CENTER
GL CONCIERGE	WORKERS COMP TRACKING	401(K) STANDARD REPORT
DIRECT DATA EXCHANGE®	MY ANALYTICS/EXECUTIVE DASHBOARD	EMPLOYMENT PREDICTOR
MYCOM	FULL-SOLUTION AUTOMATION	DECISIONING LOGIC
DATA HOSTING	CUSTOM FIELDS	AI FUNCTIONALITY / HOSTING
RETENTION DASHBOARD	IN-HOUSE IMPLEMENTATION TEAM	PAYROLL PROCESS, DESIGN AND VALIDATION
DATA GATHERING FROM PRIOR SYSTEM	AUTOMATION BENCHMARKING	DECISIONING LOGIC CONSULTATION
HCM SYSTEM CONFIGURATION	GENERAL LEDGER CONFIGURATION	ON-SITE TRAINING FOR HR / PAYROLL
FULL PAYROLL AUDIT	CHANGE MANAGEMENT PLANNING	ROLLOUT MATERIALS / RESOURCES
ON-SITE TRAINING FOR EMPLOYEES	HYPERCARE AND POST-LAUNCH SUPPORT	ADOPTION AND UTILIZATION COACHING

Investment Summary

Finalized on
October 30, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.801585.1969338
Currency | USD

SOLUTION DETAILS
DEDICATED SPECIALIST

Included Products and Services

Paycom's full-solution automation and decisioning logic help organizations reduce manual work, increase consistency and improve operational efficiency across HR, payroll, time and labor management, and talent and employee experience processes. By applying your configured rules and intelligent workflows, Paycom automatically enables routine decisions to happen in real time while maintaining organizational control. The result is a more efficient workforce management process, fewer administrative touchpoints and greater confidence that policies and procedures are executed consistently across the organization.

CORE HCM	
ITEM DESCRIPTION	STATED VALUE
FULL-SOLUTION AUTOMATION	**Value:** The ability to automate the entire HR and payroll workflow, from beginning to end, inside a single database, which eliminates duplicative processes and fragmented processes due to disparate platforms. **Impact:** Organizations can now have interconnected workflows and automation across the entire ecosystem without the need for integrations. The system binds together all workflows between modules, allowing for a seamless, automated experience regarding human capital management.
DECISIONING LOGIC	**Value:** The ability of the system to make automated decisions on behalf of the client in accordance with company policies, ensuring accuracy and consistency across the platform. **Impact:** Decisioning logic removes the need for humans to make decisions within the system where policies already exist. This gives groups certainty that the system has made the best decision for the organization in accordance with company policies. Examples of this include things like paid time off, expense and punch change approvals driven by the system, allowing managers to focus on mission-critical parts of their roles.

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CORE HCM	
ITEM DESCRIPTION	STATED VALUE
SINGLE APPLICATION HCM SYSTEM	**Value:** One application and database connects HR and payroll across the employee lifecycle. **Impact:** Data accuracy: Reduces duplicate entry, integrations and reconciliation. **Impact:** Consistency: Creates one source of truth for workforce decisions.
POSITION SEAT MANAGEMENT	**Value:** Ties key role attributes to each individual position seat so any employee changes automatically trigger the correct downstream actions. **Impact:** Automatically drives downstream actions when employees change positions, reducing follow up, missed steps and decision fatigue.
ORGANIZATIONAL CHART	**Value:** Provides a current view of reporting relationships and workforce structure from Paycom data. Visual representation of the organization hierarchy, assigned seats and vacancies against the intended workforce structure. **Impact:** Workforce visibility: Helps leaders quickly identify reporting relationships and gaps. **Impact:** Planning: Supports more informed headcount and organizational decisions.
DATA HOSTING	**Value:** We own and operate all our data centers, ensuring unlimited cloud storage for our clients (i.e., documents and employee data). This removes the need for any data hosting fees or third-party agreements. **Impact:** Since we own and operate all our data centers, this ensures the highest level of consistency and accessibility of the system. Since we host our own data, the security standards and redundancies are consistent, giving complete peace of mind when it comes to data security.
AI FUNCTIONALITY / HOSTING	**Value:** Since we own our own data centers and have invested in GPUs, there is no additional charge to our clients for AI usage, ensuring you receive the full benefit of our AI tools like IWant™ without incurring additional token-like costs. **Impact:** Because we invested in our GPUs, our clients get the full value of utilizing the command-driven navigation tools within Paycom. This reduces the speed- to-adoption for employees at no additional cost to our clients.

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CORE HCM	
ITEM DESCRIPTION	STATED VALUE
MY ANALYTICS/EXECUTIVE DASHBOARD	**Value:** Turns Paycom workforce data into actionable dashboards and business insight. **Impact:** Decision quality: Surfaces labor, workforce and operational trends sooner. **Impact:** Accountability: Gives leaders visibility into performance-driving metrics.
MANAGER ON-THE-GO®	**Value:** Lets managers complete key workforce actions from one mobile device application wherever work occurs. **Impact:** Decision speed: Keeps approvals and employee actions moving. **Impact:** Manager productivity: Reduces administrative delays away from the desk.
CUSTOM FIELDS	**Value:** The ability to have an unlimited number of trackable fields in the system that drive both reporting and analytics for greater insights into workforce management. **Impact:** This allows the client to dynamically report across any field within the system, giving greater access and flexibility to executives who need to make data-driven decisions.
MYCOM	**Value:** Centralizes company communication in the same Paycom experience employees already use such as Newsletters and Company Announcements. **Impact:** Consistency: Creates one destination for workforce communication. **Impact:** Efficiency: Reduces reliance on disconnected communication channels.
EMPLOYMENT PREDICTOR	**Value:** Full solution automation combines all the employee datapoint in the system to help identify indicators of employee retention risk. **Impact:** Retention: Helps leaders act earlier on potential turnover. **Impact:** Cost control: Can reduce avoidable recruiting, replacement and training expense.
ENHANCED BACKGROUND CHECKS®	**Value:** : Integrates candidate screening into recruiting and keeps activity connected to the candidate record while leveraging position-based decisioning logic for automation. **Impact:** : Mitigates exposure — supports consistent execution of screening requirements. **Impact:** : Hiring efficiency — reduces manual coordination between recruiting and screening.

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CORE HCM	
ITEM DESCRIPTION	STATED VALUE
TAX REGISTRATION SERVICE	**Value:** Helps establish payroll tax accounts in applicable jurisdictions. **Impact:** Geotax by location allows Paycom to determine when you enter locations you aren't setup to remit in. We will do all the work on your behalf with a signed POA. **Impact:** Efficiency: Reduces administrative work entering new jurisdictions.

PAYROLL	
ITEM DESCRIPTION	STATED VALUE
PAYROLL PROCESSING	**Value:** Uses automated workflows and brings visibility into payroll to reduce manual payroll intervention before payday. **Impact:** Pay accuracy: Helps identify payroll issues before money moves. **Impact:** Efficiency: Reduces corrections and unnecessary payroll administration.
PAYROLL TRANSACTION	**Value:** Uses automated workflows and brings visibility into payroll to reduce manual payroll intervention before payday. **Impact:** Pay accuracy: Helps identify payroll issues before money moves. **Impact:** Efficiency: Reduces corrections and unnecessary payroll administration.
DIRECT DEPOSIT	**Value:** Distributes employee net pay electronically through the Paycom payroll process directly to employees' designated accounts. **Impact: Pay accuracy:** Keeps payment distribution connected to the same payroll calculation and employee record. **Impact: Efficiency:** Reduces paper check processing, handling and manual payment administration.
DIRECT DEPOSITS	**Value:** Distributes employee net pay electronically through the Paycom payroll process directly to employees' designated accounts. **Impact: Pay accuracy:** Keeps payment distribution connected to the same payroll calculation and employee record. **Impact: Efficiency:** Reduces paper check processing, handling and manual payment administration.
JURISDICTION FILING ($6 PER ADDITIONAL JURISDICTION)	**Value:** Supports payroll processing and taxation across applicable jurisdictions in one payroll environment. **Impact:** Paycom remits taxes in all the jurisdictions the organization operates in. This ensures tax compliance down to the local level in all areas where the organization is doing business.

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PAYROLL	
ITEM DESCRIPTION	STATED VALUE
CHECK STUFFING	**Value:** Packages applicable payroll checks and supporting materials to reduce manual preparation before distribution. **Impact:** Checks come pre-stuffed in envelopes, removing the need for any manual stuffing efforts.
ENHANCED AFFORDABLE CARE ACT	**Value:** Uses employee, benefits and payroll data already in Paycom to support ACA eligibility tracking, measurement and reporting. **Impact:** Mitigating exposure: Helps consistently identify and manage ACA requirements using connected workforce data. **Impact:** Efficiency: Reduces manual tracking, reconciliation and year-end ACA administration.
GL CONCIERGE	**Value:** Helps map payroll data to the organization's general ledger structure, supporting cleaner accounting workflows and reconciliation. **Impact:** A custom mapping from the Paycom system to the proper GL format allows for simple updates to the chart of accounts. This tool also allows the client to adjust their GL file, giving them greater ownership and flexibility.
PAYROLL GROSS TO NET	**Value:** Calculates employee net pay from gross earnings after applicable taxes, deductions and other payroll adjustments. **Impact:** Automatic calculation of the gross pay for every employee, ensuring accuracy of tax calculations regarding employee paychecks.
VAULT	**Value:** Provides employees a Paycom payroll card option for receiving wages without requiring a traditional bank account or paper check. **Impact:** Pay accessibility: Gives employees another secure way to receive and access wages. **Impact:** Efficiency: Reduces reliance on paper checks and manual payment alternatives.
BETI®	**Value:** Automates payroll while giving employees visibility into their checks before payday so they can review and approve their pay before payroll is processed. **Impact: Pay accuracy:** Moves payroll validation upstream by allowing employees to identify potential discrepancies before money moves. **Impact: Efficiency:** Reduces payroll corrections, off cycle payments and administrative review by surfacing exceptions before processing.

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PAYROLL	
ITEM DESCRIPTION	STATED VALUE
PAYROLL DASHBOARD	**Value:** Uses automated workflows and brings visibility into payroll to reduce manual payroll intervention before payday. **Impact:** Pay accuracy — helps identify payroll issues before money moves. **Impact:** Efficiency — reduces corrections and unnecessary payroll administration.
PAYROLL AUTOMATION	**Value:** Uses automated workflows and brings visibility into payroll to reduce manual payroll intervention before payday. **Impact:** Pay accuracy — helps identify payroll issues before money moves. **Impact:** Efficiency — reduces corrections and unnecessary payroll administration.
CHECK VOUCHERS	**Value:** Provides employees clear, accessible pay detail from the same payroll record. **Impact:** Transparency: Helps employees understand earnings, taxes and deductions. **Impact:** Consistency: Standardizes how pay information is delivered.

EMPLOYEE EXPERIENCE	
ITEM DESCRIPTION	STATED VALUE
DOCUMENTS AND CHECKLISTS	**Value:** A complete document management tool that centralizes and automates the assignment of employee documents/ checklist based off position. **Impact:** Allows for the combination of multiple modules into one cohesive workflow for a seamless onboarding or role change experience.
EMPLOYEE SELF-SERVICE®	**Value:** Employees enter and maintain their own information directly in Paycom through one application, creating employee-driven data at the source. **Impact:** Data accuracy: Reduces errors caused by HR or payroll rekeying information. **Impact:** Efficiency: Shifts routine data maintenance away from administrative teams.
APPROVE MY CHECK®	**Value:** Lets employees review payroll before payday so potential errors can be addressed before payroll is finalized. **Impact:** Pay accuracy: Moves error detection upstream before money moves. **Impact:** Cost control: Reduces corrections, reversals and off-cycle payroll work.

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EMPLOYEE EXPERIENCE	
ITEM DESCRIPTION	STATED VALUE
SELF-ONBOARDING	**Value:** Employees enter and maintain their own information directly in Paycom through one application, creating employee-driven data at the source. **Impact:** Data accuracy — reduces errors caused by HR or payroll rekeying information. **Impact:** Efficiency — shifts routine data maintenance away from administrative teams.
IWANT	**Value:** Enables employees and managers to use natural-language requests to instantly access information, complete tasks and initiate workflows, helping increase productivity, accelerate self-service adoption and simplify interactions across Paycom. This command-driven AI engine doesn't require additional token costs and should be used across your employee base. **Impact:** Allows instant access to role-specific data, eliminating technology learning curves and maximizing speed to information.

TAX	
ITEM DESCRIPTION	STATED VALUE
DEPOSIT AND FILE STATE TAX DEPOSITS	**Value:** Supports state payroll tax deposits and filings directly from payroll results. **Impact:** Mitigating exposure: Helps execute state tax obligations consistently. **Impact:** Efficiency: Reduces manual tax administration.
DEPOSIT AND FILE SUTA (STATE UNEMPLOYMENT)	**Value:** Supports state unemployment tax deposits and filings from Paycom payroll data. **Impact:** Complete confidence in compliance with SUTA filing.
QUARTERLY 941S SIGNED AND FILED	**Value:** Supports preparation, signature and filing of quarterly federal payroll tax returns. **Impact:** Paycom files on your behalf, ensuring accuracy as the source of payroll and reconciliation for the proper production of Form W-2s.
QUARTERLY FEDERAL/STATE DEPOSIT STATEMENTS	**Value:** Provides consolidated statements of federal and state payroll tax deposit activity. **Impact:** Gives full visibility and access to filed tax information for company records in a summarized fashion.

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TAX	
ITEM DESCRIPTION	STATED VALUE
NEW HIRE REPORTING	**Value:** Supports required new-hire reporting to applicable state agencies from employee data for new hires. **Impact:** Removing this burden from the organization helps ensure compliance. This is done automatically from our system upon the hire of a new employee.
FEDERAL ELECTRONIC TAX DEPOSITING (941,940)	**Value:** Supports electronic federal payroll tax deposits tied directly to payroll results. **Impact:** All quarterly filings will be done electronically, ensuring they are done in a timely manner.

WORKFORCE MANAGEMENT	
ITEM DESCRIPTION	STATED VALUE
TIME AND ATTENDANCE	**Value:** Captures employee time natively in Paycom and moves approved hours directly into payroll without reentering time data. Decisioning logic automates the decisioning of punch change requests and timecard approvals in accordance with company policies. **Impact:** Pay accuracy: Creates accurate time data at the source before payroll is processed. **Impact:** Labor Management: Gives access to real time labor data allowing for dynamic decision making regarding labor cost controls.
TIME-OFF REQUESTS	**Value:** Uses decisioning logic to automatically approve or deny time-off requests based on company policies, employee eligibility and staffing requirements. **Impact:** Staffing control — prevents approvals that would leave teams or locations understaffed. **Impact:** Labor control — helps prevent unnecessary overtime created by avoidable staffing gaps.
GONE	**Value:** Uses decisioning logic to automatically approve or deny time-off requests based on company policies, employee eligibility and staffing requirements. **Impact:** Staffing control — prevents approvals that would leave teams or locations understaffed. **Impact:** Labor control — helps prevent unnecessary overtime created by avoidable staffing gaps.

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WORKFORCE MANAGEMENT	
ITEM DESCRIPTION	STATED VALUE
TIME-OFF ACCRUAL TRACKING	**Value:** Automatically tracks employee accruals and available balances in the same system used for time and payroll. **Impact:** Accuracy: Keeps balances aligned with employee activity and policy. **Impact:** Efficiency: Reduces manual calculations and balance inquiries.

TALENT MANAGEMENT	
ITEM DESCRIPTION	STATED VALUE
PERSONNEL ACTION FORMS	**Value:** Standardizes employee-changes while automating approval workflows and all relevant attribute changes in system through position-based decisioning logic. True effective dating through joint connections throughout system modules and one auditable source of record. **Impact:** Efficiency: Full automation for change management triggered by decision logic and effective dating. **Impact:** Compliance: Pre-configured rules standardize each change and ensure all components of change are enabled through automation.
PERFORMANCE DISCUSSION FORMS	**Value:** Standardizes and automates workflows for documented performance conversations. Such as, disciplinary actions, PIPs, warnings, etc. while leveraging decision logic through talent management, change management, and scheduling tools. **Impact:** Consistency: Creates a repeatable process across managers and departments. **Impact:** Mitigating exposure: Strengthens documentation of performance expectations and discussions.
RETENTION DASHBOARD	**Value:** Full-solution automation combines all employee data in the system to help identify indicators of employee retention risk. **Impact:** Retention— helps leaders act earlier on potential turnover. **Impact:** Cost control — can reduce avoidable recruiting, replacement and training expense.
ENHANCED BACKGROUND CHECKS®	**Value:** Integrates candidate screening into recruiting and keeps activity connected to the candidate record while leveraging position based decisioning logic for automation. **Impact:** Mitigating exposure: Supports consistent execution of screening requirements. **Impact:** Hiring efficiency: Reduces manual coordination between recruiting and screening.

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TALENT MANAGEMENT	
ITEM DESCRIPTION	STATED VALUE
DRUG TESTING	**Value:** Connects drug-screening activity to the hiring workflow within the same system the employee is hired. **Impact:** Consistency: Helps candidates move through defined screening requirements. **Impact:** Efficiency: Reduces disconnected vendor and recruiting administration.

BENEFITS MANAGEMENT	
ITEM DESCRIPTION	STATED VALUE
BENEFITS ADMINISTRATION	**Value:** Connects benefit plans, employee elections and payroll deductions in Paycom so enrollment changes flow through the same employee record. **Impact:** Accuracy: Reduces discrepancies between employee elections and payroll deductions. **Impact:** Efficiency: Shifts benefit enrollment to employees and reduces manual benefits administration.

REPORTING	
ITEM DESCRIPTION	STATED VALUE
ADVANCED REPORT CENTER	**Value:** Provides customizable workforce reporting across all modules due to a single source of truth. **Impact:** Real time access to reporting across entities and labor allocations.
WORKERS COMP TRACKING	**Value:** Maintains workers' compensation information alongside employee and payroll data in Paycom. **Impact:** Workers' comp codes are tracked within the system and can be tied to the job level in labor allocation. This ensures the client is paying the proper workers' comp rate based on the job the employee is doing, rather than just the workers' comp rate tied to their standard job.
401(K) STANDARD REPORT	**Value:** Provides standardized reporting of retirement contribution activity from Paycom payroll data. **Impact:** Visibility: Gives teams a consistent view of contribution activity. **Impact:** Reconciliation: Simplifies validation of retirement deductions and contributions.

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DATA AND INTEGRATION

ITEM DESCRIPTION	STATED VALUE
DIRECT DATA EXCHANGE®	**Value:** Measures and quantifies the level of employee adoption across the organization, tied to an ROI from EY. **Impact:** Constant access to data proving the amount of ROI and adoption of the system across the organization. This also allows for accountability measures down to the user level on who is inputting data on the employee's behalf.

PER USE COSTS

ENHANCED BACKGROUND CHECKS®	PER USE FEE
DRUG TESTING	PER USE FEE

ANNUAL COSTS

EMPLOYEE/EMPLOYER W-2S	PER FORM	6.95
W-3 TRANSMITTAL		75.00
ACA FORM 1094 (B OR C)		75.00
ACA FORM 1095 (B OR C)	PER FORM	6.95

ONE-TIME IMPLEMENTATION FEES

ITEM DESCRIPTION	STATED VALUE
IN-HOUSE IMPLEMENTATION TEAM	All transition resources are Paycom employees, and we don't use any third parties to ensure a consistent implementation experience.
PAYROLL PROCESS, DESIGN AND VALIDATION	Our transition team will do a full payroll consultation, configure the appropriate payroll process and ensure there is proper pre-payroll testing prior to go-live.
DATA GATHERING FROM PRIOR SYSTEM	Our Implementation team will pull all necessary data from your prior system to ensure a successful implementation.

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ONE-TIME IMPLEMENTATION FEES	
ITEM DESCRIPTION	STATED VALUE
AUTOMATION BENCHMARKING	**Value:** Provides an ongoing review with the CRR to measure how effectively Paycom is being used, identify automation gaps and uncover opportunities to maximize full solution automation across the employee lifecycle. **Impact:** Helps the client increase the value of their Paycom investment by identifying underused functionality and opportunities to automate additional processes. **Impact:** Creates a recurring process to evaluate automation, address gaps and keep Paycom aligned with evolving business needs.
DECISIONING LOGIC CONSULTATION	Ensuring complete understanding of the client's policies and proper setup of decisioning logic across all products.
HCM SYSTEM CONFIGURATION	Our Implementation team members will configure all purchased products, as well as the core HCM, to ensure full-solution automation is achieved.
GENERAL LEDGER CONFIGURATION	Our team will configure the general ledger format to ensure a proper flow from payroll to your general ledger software.
ON-SITE TRAINING FOR HR / PAYROLL	Implementation team members will be on-site to train your team members at no additional cost.
FULL PAYROLL AUDIT	A full YTD reconciliation before the first payroll to ensure accuracy and compliance regarding all tax items.
CHANGE MANAGEMENT PLANNING	Transition team members will assist in strategic change management planning to ensure a successful rollout to your organization.
ROLLOUT MATERIALS / RESOURCES	We provide rollout templates and materials to ensure communication with employees is streamlined and efficient.
ON-SITE TRAINING FOR EMPLOYEES	Implementation team members will be on-site for training of front-line employees at no additional cost.
HYPERCARE AND POST-LAUNCH SUPPORT	Your transition team will still be with you for a period of time after the first payroll to ensure continued utilization and automation is achieved.
ADOPTION AND UTILIZATION COACHING	Part of our post-first-check-date evaluation is ensuring continued employee adoption of the software and coaching on optimizing the value of the system.

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ONE-TIME IMPLEMENTATION FEES	
ITEM DESCRIPTION	STATED VALUE
DEDICATED SPECIALIST	**Value:** A dedicated Paycom specialist serves as the client's trusted advisor and single point of contact, delivering a proactive, high-touch partnership that helps organizations maximize the value of their Paycom investment. Through world-class service, deep product expertise and a focus on full-solution automation, the specialist drives system optimization, operational efficiency and measurable business outcomes. **Impact:** Service team members operate in pods and are cross-trained in each other's accounts, so you receive best-in-class service every time you call. No hold times or phone tree; you will be talking to a live person the moment you call Paycom. **Impact:** Because they are deep product experts, you will receive a resolution to your inquiries from your dedicated service team member, regardless of the product in question (i.e., you may call with a question regarding both benefits and ATS, and the same person will be able to help in both areas). This not only ensures consistency of service but also full knowledge of the downstream impacts of any change that is being made in the system.

ONE-TIME COSTS	QTY
CLIENT CONVERSION	6,020.75
TOTAL	6,020.75

Investment Summary

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November 11, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.804093.1976874
Country | United States of America
State | Nebraska
Currency | USD

Proposal Prepared for

DAVID CITY
490 E ST
DAVID CITY, NE 68632
402-367-3135

Proposal Prepared by

Paycom Payroll, LLC
7501 W. Memorial Road Oklahoma City, Oklahoma 73142
1-800-580-4505



Per Payroll Transaction
8.63 (Base) + 0.95 (Per Check)



Per Employee Per Month
20.92



Total Initial Investment
3,536.14

Comprehensive Service Breakdown: Refer to the Pages That Follow

CLIENT AUTHORIZATION

Client Signature _____ Title _____

Printed Name _____ Date _____

All Pricing is subject to change with written or electronic notice. Client acknowledges and agrees that delivery fees and check stuffing fees do not always involve delivery of a physical check, paystub, and/or report to Client. Additional processing fees and charges may apply. All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.

Client agrees to the Human Capital Management Solutions billing minimum quantity of 25 Unique Employees Paid. Client will be billed for the greater of 25 Unique Employees Paid or the actual number of Unique Employees Paid at the PEPM rate stated herein.

Paycom's Services, fees, and charges are subject to the Payroll and Human Capital Management Services Agreement, which is hereby incorporated by reference, and includes the current version of the General Terms and Conditions and applicable Schedules located at paycom.com/agreements

Initial Term End Date: 2/15/2030
Renewal Term: 3 Year(s)

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PAYROLL PROCESSING COSTS	BASE	PER CHECK	PER USE
PAYROLL TRANSACTION	8.63	0.95	
DIRECT DEPOSIT (PER DISTRIBUTION)			0.31
DELIVERY (PER DELIVERY)			20.00

PAYROLL DETAILS	# OF PAYROLLS	# OF EMPLOYEES	PER PAYROLL
MONTHLY	12	60	65.63

MONTHLY COSTS	QUANTITY	PER USE	PEPM	UNIQUE EMPLOYEES PAID	PER MONTH
HUMAN CAPITAL MANAGEMENT SOLUTIONS			20.92	60	1,255.20
MULTI-JURISDICTION (PER ADDITIONAL JURISDICTION)		6.00			
TOTAL					1,255.20

SOLUTION DETAILS		
SINGLE APPLICATION HCM SYSTEM	DEDICATED PAYCOM SPECIALIST	POSITION SEAT MANAGEMENT
ORGANIZATIONAL CHART	MANAGER ON-THE-GO®	EMPLOYEE SELF-SERVICE®
ASKHERE	IWANT	SELF-ONBOARDING
NEW HIRE REPORTING	DOCUMENTS AND CHECKLISTS	TIME AND ATTENDANCE
TIME-OFF REQUESTS	TIME-OFF ACCRUAL TRACKING	GONE®
BENEFITS ADMINISTRATION	ENHANCED AFFORDABLE CARE ACT	PERSONNEL ACTION FORMS
PERFORMANCE DISCUSSION FORMS	PAYROLL PROCESSING	BETI®
APPROVE MY CHECK	PAYROLL AUTOMATION	PAYROLL DASHBOARD
PAYROLL GROSS TO NET	CHECK STUFFING	DIRECT DEPOSITS
CHECK VOUCHERS	FEDERAL ELECTRONIC TAX DEPOSITING (941, 940)	DEPOSIT AND FILE STATE TAX DEPOSITS
DEPOSIT AND FILE SUTA (STATE UNEMPLOYMENT)	QUARTERLY FEDERAL/STATE DEPOSIT STATEMENTS	QUARTERLY 941S SIGNED AND FILED
TAX REGISTRATION SERVICE	VAULT	ADVANCED REPORT CENTER
GL CONCIERGE	WORKERS COMP TRACKING	401(K) STANDARD REPORT
DIRECT DATA EXCHANGE®	MY ANALYTICS/EXECUTIVE DASHBOARD	EMPLOYMENT PREDICTOR
MYCOM	FULL-SOLUTION AUTOMATION	DECISIONING LOGIC
DATA HOSTING	CUSTOM FIELDS	AI FUNCTIONALITY / HOSTING
RETENTION DASHBOARD	IN-HOUSE IMPLEMENTATION TEAM	PAYROLL PROCESS, DESIGN AND VALIDATION
DATA GATHERING FROM PRIOR SYSTEM	AUTOMATION BENCHMARKING	DECISIONING LOGIC CONSULTATION
HCM SYSTEM CONFIGURATION	GENERAL LEDGER CONFIGURATION	ON-SITE TRAINING FOR HR / PAYROLL
FULL PAYROLL AUDIT	CHANGE MANAGEMENT PLANNING	ROLLOUT MATERIALS / RESOURCES
ON-SITE TRAINING FOR EMPLOYEES	HYPERCARE AND POST-LAUNCH SUPPORT	ADOPTION AND UTILIZATION COACHING

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CORE HCM	
ITEM DESCRIPTION	STATED VALUE
FULL-SOLUTION AUTOMATION	**Value:** The ability to automate the entire HR and payroll workflow, from beginning to end, inside a single database, which eliminates duplicative processes and fragmented processes due to disparate platforms. **Impact:** Organizations can now have interconnected workflows and automation across the entire ecosystem without the need for integrations. The system binds together all workflows between modules, allowing for a seamless, automated experience regarding human capital management.
DECISIONING LOGIC	**Value:** The ability of the system to make automated decisions on behalf of the client in accordance with company policies, ensuring accuracy and consistency across the platform. **Impact:** Decisioning logic removes the need for humans to make decisions within the system where policies already exist. This gives groups certainty that the system has made the best decision for the organization in accordance with company policies. Examples of this include things like paid time off, expense and punch change approvals driven by the system, allowing managers to focus on mission-critical parts of their roles.

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POSITION SEAT MANAGEMENT	**Value:** Ties key role attributes to each individual position seat so any employee changes automatically trigger the correct downstream actions. **Impact:** Automatically drives downstream actions when employees change positions, reducing follow up, missed steps and decision fatigue.
ORGANIZATIONAL CHART	**Value:** Provides a current view of reporting relationships and workforce structure from Paycom data. Visual representation of the organization hierarchy, assigned seats and vacancies against the intended workforce structure. **Impact:** Workforce visibility: Helps leaders quickly identify reporting relationships and gaps. **Impact:** Planning: Supports more informed headcount and organizational decisions.
DATA HOSTING	**Value:** We own and operate all our data centers, ensuring unlimited cloud storage for our clients (i.e., documents and employee data). This removes the need for any data hosting fees or third-party agreements. **Impact:** Since we own and operate all our data centers, this ensures the highest level of consistency and accessibility of the system. Since we host our own data, the security standards and redundancies are consistent, giving complete peace of mind when it comes to data security.
AI FUNCTIONALITY / HOSTING	**Value:** Since we own our own data centers and have invested in GPUs, there is no additional charge to our clients for AI usage, ensuring you receive the full benefit of our AI tools like IWant™ without incurring additional token-like costs. **Impact:** Because we invested in our GPUs, our clients get the full value of utilizing the command-driven navigation tools within Paycom. This reduces the speed- to-adoption for employees at no additional cost to our clients.

Investment Summary

Finalized on
November 11, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.804093.1976874
Currency | USD

CORE HCM	
ITEM DESCRIPTION	STATED VALUE
MY ANALYTICS/EXECUTIVE DASHBOARD	**Value:** Turns Paycom workforce data into actionable dashboards and business insight. **Impact:** Decision quality: Surfaces labor, workforce and operational trends sooner. **Impact:** Accountability: Gives leaders visibility into performance-driving metrics.
MANAGER ON-THE-GO®	**Value:** Lets managers complete key workforce actions from one mobile device application wherever work occurs. **Impact:** Decision speed: Keeps approvals and employee actions moving. **Impact:** Manager productivity: Reduces administrative delays away from the desk.
CUSTOM FIELDS	**Value:** The ability to have an unlimited number of trackable fields in the system that drive both reporting and analytics for greater insights into workforce management. **Impact:** This allows the client to dynamically report across any field within the system, giving greater access and flexibility to executives who need to make data-driven decisions.
MYCOM	**Value:** Centralizes company communication in the same Paycom experience employees already use such as Newsletters and Company Announcements. **Impact:** Consistency: Creates one destination for workforce communication. **Impact:** Efficiency: Reduces reliance on disconnected communication channels.
EMPLOYMENT PREDICTOR	**Value:** Full solution automation combines all the employee datapoint in the system to help identify indicators of employee retention risk. **Impact:** Retention: Helps leaders act earlier on potential turnover. **Impact:** Cost control: Can reduce avoidable recruiting, replacement and training expense.
ENHANCED BACKGROUND CHECKS®	**Value:** : Integrates candidate screening into recruiting and keeps activity connected to the candidate record while leveraging position-based decisioning logic for automation. **Impact:** : Mitigates exposure — supports consistent execution of screening requirements. **Impact:** : Hiring efficiency — reduces manual coordination between recruiting and screening.

Investment Summary

Finalized on
November 11, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.804093.1976874
Currency | USD

CORE HCM	
ITEM DESCRIPTION	STATED VALUE
TAX REGISTRATION SERVICE	**Value:** Helps establish payroll tax accounts in applicable jurisdictions. **Impact:** Geotax by location allows Paycom to determine when you enter locations you aren't setup to remit in. We will do all the work on your behalf with a signed POA. **Impact:** Efficiency: Reduces administrative work entering new jurisdictions.

PAYROLL	
ITEM DESCRIPTION	STATED VALUE
PAYROLL PROCESSING	**Value:** Uses automated workflows and brings visibility into payroll to reduce manual payroll intervention before payday. **Impact:** Pay accuracy: Helps identify payroll issues before money moves. **Impact:** Efficiency: Reduces corrections and unnecessary payroll administration.
PAYROLL TRANSACTION	**Value:** Uses automated workflows and brings visibility into payroll to reduce manual payroll intervention before payday. **Impact:** Pay accuracy: Helps identify payroll issues before money moves. **Impact:** Efficiency: Reduces corrections and unnecessary payroll administration.
DIRECT DEPOSIT	**Value:** Distributes employee net pay electronically through the Paycom payroll process directly to employees' designated accounts. **Impact: Pay accuracy:** Keeps payment distribution connected to the same payroll calculation and employee record. **Impact: Efficiency:** Reduces paper check processing, handling and manual payment administration.
DIRECT DEPOSITS	**Value:** Distributes employee net pay electronically through the Paycom payroll process directly to employees' designated accounts. **Impact: Pay accuracy:** Keeps payment distribution connected to the same payroll calculation and employee record. **Impact: Efficiency:** Reduces paper check processing, handling and manual payment administration.
JURISDICTION FILING ($6 PER ADDITIONAL JURISDICTION)	**Value:** Supports payroll processing and taxation across applicable jurisdictions in one payroll environment. **Impact:** Paycom remits taxes in all the jurisdictions the organization operates in. This ensures tax compliance down to the local level in all areas where the organization is doing business.

Investment Summary

Finalized on
November 11, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.804093.1976874
Currency | USD

PAYROLL	
ITEM DESCRIPTION	STATED VALUE
CHECK STUFFING	**Value:** Packages applicable payroll checks and supporting materials to reduce manual preparation before distribution. **Impact:** Checks come pre-stuffed in envelopes, removing the need for any manual stuffing efforts.
ENHANCED AFFORDABLE CARE ACT	**Value:** Uses employee, benefits and payroll data already in Paycom to support ACA eligibility tracking, measurement and reporting. **Impact:** Mitigating exposure: Helps consistently identify and manage ACA requirements using connected workforce data. **Impact:** Efficiency: Reduces manual tracking, reconciliation and year-end ACA administration.
GL CONCIERGE	**Value:** Helps map payroll data to the organization's general ledger structure, supporting cleaner accounting workflows and reconciliation. **Impact:** A custom mapping from the Paycom system to the proper GL format allows for simple updates to the chart of accounts. This tool also allows the client to adjust their GL file, giving them greater ownership and flexibility.
PAYROLL GROSS TO NET	**Value:** Calculates employee net pay from gross earnings after applicable taxes, deductions and other payroll adjustments. **Impact:** Automatic calculation of the gross pay for every employee, ensuring accuracy of tax calculations regarding employee paychecks.
VAULT	**Value:** Provides employees a Paycom payroll card option for receiving wages without requiring a traditional bank account or paper check. **Impact:** Pay accessibility: Gives employees another secure way to receive and access wages. **Impact:** Efficiency: Reduces reliance on paper checks and manual payment alternatives.
BETI®	**Value:** Automates payroll while giving employees visibility into their checks before payday so they can review and approve their pay before payroll is processed. **Impact: Pay accuracy:** Moves payroll validation upstream by allowing employees to identify potential discrepancies before money moves. **Impact: Efficiency:** Reduces payroll corrections, off cycle payments and administrative review by surfacing exceptions before processing.

Investment Summary

Finalized on
November 11, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.804093.1976874
Currency | USD

PAYROLL	
ITEM DESCRIPTION	STATED VALUE
PAYROLL DASHBOARD	**Value:** Uses automated workflows and brings visibility into payroll to reduce manual payroll intervention before payday. **Impact:** Pay accuracy — helps identify payroll issues before money moves. **Impact:** Efficiency — reduces corrections and unnecessary payroll administration.
PAYROLL AUTOMATION	**Value:** Uses automated workflows and brings visibility into payroll to reduce manual payroll intervention before payday. **Impact:** Pay accuracy — helps identify payroll issues before money moves. **Impact:** Efficiency — reduces corrections and unnecessary payroll administration.
CHECK VOUCHERS	**Value:** Provides employees clear, accessible pay detail from the same payroll record. **Impact:** Transparency: Helps employees understand earnings, taxes and deductions. **Impact:** Consistency: Standardizes how pay information is delivered.

EMPLOYEE EXPERIENCE	
ITEM DESCRIPTION	STATED VALUE
DOCUMENTS AND CHECKLISTS	**Value:** A complete document management tool that centralizes and automates the assignment of employee documents/ checklist based off position. **Impact:** Allows for the combination of multiple modules into one cohesive workflow for a seamless onboarding or role change experience.
EMPLOYEE SELF-SERVICE®	**Value:** Employees enter and maintain their own information directly in Paycom through one application, creating employee-driven data at the source. **Impact:** Data accuracy: Reduces errors caused by HR or payroll rekeying information. **Impact:** Efficiency: Shifts routine data maintenance away from administrative teams.
APPROVE MY CHECK®	**Value:** Lets employees review payroll before payday so potential errors can be addressed before payroll is finalized. **Impact:** Pay accuracy: Moves error detection upstream before money moves. **Impact:** Cost control: Reduces corrections, reversals and off-cycle payroll work.

Investment Summary

Finalized on
November 11, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.804093.1976874
Currency | USD

EMPLOYEE EXPERIENCE	
ITEM DESCRIPTION	STATED VALUE
SELF-ONBOARDING	**Value:** Employees enter and maintain their own information directly in Paycom through one application, creating employee-driven data at the source. **Impact:** Data accuracy — reduces errors caused by HR or payroll rekeying information. **Impact:** Efficiency — shifts routine data maintenance away from administrative teams.
IWANT	**Value:** Enables employees and managers to use natural-language requests to instantly access information, complete tasks and initiate workflows, helping increase productivity, accelerate self-service adoption and simplify interactions across Paycom. This command-driven AI engine doesn't require additional token costs and should be used across your employee base. **Impact:** Allows instant access to role-specific data, eliminating technology learning curves and maximizing speed to information.

TAX	
ITEM DESCRIPTION	STATED VALUE
DEPOSIT AND FILE STATE TAX DEPOSITS	**Value:** Supports state payroll tax deposits and filings directly from payroll results. **Impact:** Mitigating exposure: Helps execute state tax obligations consistently. **Impact:** Efficiency: Reduces manual tax administration.
DEPOSIT AND FILE SUTA (STATE UNEMPLOYMENT)	**Value:** Supports state unemployment tax deposits and filings from Paycom payroll data. **Impact:** Complete confidence in compliance with SUTA filing.
QUARTERLY 941S SIGNED AND FILED	**Value:** Supports preparation, signature and filing of quarterly federal payroll tax returns. **Impact:** Paycom files on your behalf, ensuring accuracy as the source of payroll and reconciliation for the proper production of Form W-2s.
QUARTERLY FEDERAL/STATE DEPOSIT STATEMENTS	**Value:** Provides consolidated statements of federal and state payroll tax deposit activity. **Impact:** Gives full visibility and access to filed tax information for company records in a summarized fashion.

Investment Summary

Finalized on
November 11, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.804093.1976874
Currency | USD

TAX	
ITEM DESCRIPTION	STATED VALUE
NEW HIRE REPORTING	**Value:** Supports required new-hire reporting to applicable state agencies from employee data for new hires. **Impact:** Removing this burden from the organization helps ensure compliance. This is done automatically from our system upon the hire of a new employee.
FEDERAL ELECTRONIC TAX DEPOSITING (941,940)	**Value:** Supports electronic federal payroll tax deposits tied directly to payroll results. **Impact:** All quarterly filings will be done electronically, ensuring they are done in a timely manner.

WORKFORCE MANAGEMENT	
ITEM DESCRIPTION	STATED VALUE
TIME AND ATTENDANCE	**Value:** Captures employee time natively in Paycom and moves approved hours directly into payroll without reentering time data. Decisioning logic automates the decisioning of punch change requests and timecard approvals in accordance with company policies. **Impact:** Pay accuracy: Creates accurate time data at the source before payroll is processed. **Impact:** Labor Management: Gives access to real time labor data allowing for dynamic decision making regarding labor cost controls.
TIME-OFF REQUESTS	**Value:** Uses decisioning logic to automatically approve or deny time-off requests based on company policies, employee eligibility and staffing requirements. **Impact:** Staffing control — prevents approvals that would leave teams or locations understaffed. **Impact:** Labor control — helps prevent unnecessary overtime created by avoidable staffing gaps.
GONE	**Value:** Uses decisioning logic to automatically approve or deny time-off requests based on company policies, employee eligibility and staffing requirements. **Impact:** Staffing control — prevents approvals that would leave teams or locations understaffed. **Impact:** Labor control — helps prevent unnecessary overtime created by avoidable staffing gaps.

Investment Summary

Finalized on
November 11, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.804093.1976874
Currency | USD

WORKFORCE MANAGEMENT	
ITEM DESCRIPTION	STATED VALUE
TIME-OFF ACCRUAL TRACKING	**Value:** Automatically tracks employee accruals and available balances in the same system used for time and payroll. **Impact:** Accuracy: Keeps balances aligned with employee activity and policy. **Impact:** Efficiency: Reduces manual calculations and balance inquiries.

TALENT MANAGEMENT	
ITEM DESCRIPTION	STATED VALUE
PERSONNEL ACTION FORMS	**Value:** Standardizes employee-changes while automating approval workflows and all relevant attribute changes in system through position-based decisioning logic. True effective dating through joint connections throughout system modules and one auditable source of record. **Impact:** Efficiency: Full automation for change management triggered by decision logic and effective dating. **Impact:** Compliance: Pre-configured rules standardize each change and ensure all components of change are enabled through automation.
PERFORMANCE DISCUSSION FORMS	**Value:** Standardizes and automates workflows for documented performance conversations. Such as, disciplinary actions, PIPs, warnings, etc. while leveraging decision logic through talent management, change management, and scheduling tools. **Impact:** Consistency: Creates a repeatable process across managers and departments. **Impact:** Mitigating exposure: Strengthens documentation of performance expectations and discussions.
RETENTION DASHBOARD	**Value:** Full-solution automation combines all employee data in the system to help identify indicators of employee retention risk. **Impact:** Retention— helps leaders act earlier on potential turnover. **Impact:** Cost control — can reduce avoidable recruiting, replacement and training expense.
ENHANCED BACKGROUND CHECKS®	**Value:** Integrates candidate screening into recruiting and keeps activity connected to the candidate record while leveraging position based decisioning logic for automation. **Impact:** Mitigating exposure: Supports consistent execution of screening requirements. **Impact:** Hiring efficiency: Reduces manual coordination between recruiting and screening.

Investment Summary

Finalized on
November 11, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.804093.1976874
Currency | USD

TALENT MANAGEMENT	
ITEM DESCRIPTION	STATED VALUE
DRUG TESTING	**Value:** Connects drug-screening activity to the hiring workflow within the same system the employee is hired. **Impact:** Consistency: Helps candidates move through defined screening requirements. **Impact:** Efficiency: Reduces disconnected vendor and recruiting administration.

BENEFITS MANAGEMENT	
ITEM DESCRIPTION	STATED VALUE
BENEFITS ADMINISTRATION	**Value:** Connects benefit plans, employee elections and payroll deductions in Paycom so enrollment changes flow through the same employee record. **Impact:** Accuracy: Reduces discrepancies between employee elections and payroll deductions. **Impact:** Efficiency: Shifts benefit enrollment to employees and reduces manual benefits administration.

REPORTING	
ITEM DESCRIPTION	STATED VALUE
ADVANCED REPORT CENTER	**Value:** Provides customizable workforce reporting across all modules due to a single source of truth. **Impact:** Real time access to reporting across entities and labor allocations.
WORKERS COMP TRACKING	**Value:** Maintains workers' compensation information alongside employee and payroll data in Paycom. **Impact:** Workers' comp codes are tracked within the system and can be tied to the job level in labor allocation. This ensures the client is paying the proper workers' comp rate based on the job the employee is doing, rather than just the workers' comp rate tied to their standard job.
401(K) STANDARD REPORT	**Value:** Provides standardized reporting of retirement contribution activity from Paycom payroll data. **Impact:** Visibility: Gives teams a consistent view of contribution activity. **Impact:** Reconciliation: Simplifies validation of retirement deductions and contributions.

Investment Summary

Finalized on
November 11, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.804093.1976874
Currency | USD

DATA AND INTEGRATION

ITEM DESCRIPTION	STATED VALUE
DIRECT DATA EXCHANGE®	**Value:** Measures and quantifies the level of employee adoption across the organization, tied to an ROI from EY. **Impact:** Constant access to data proving the amount of ROI and adoption of the system across the organization. This also allows for accountability measures down to the user level on who is inputting data on the employee's behalf.

PER USE COSTS

ENHANCED BACKGROUND CHECKS®	PER USE FEE
DRUG TESTING	PER USE FEE

ANNUAL COSTS

EMPLOYEE/EMPLOYER W-2S	PER FORM	6.95
W-3 TRANSMITTAL		75.00
ACA FORM 1094 (B OR C)		75.00
ACA FORM 1095 (B OR C)	PER FORM	6.95

ONE-TIME IMPLEMENTATION FEES

ITEM DESCRIPTION	STATED VALUE
IN-HOUSE IMPLEMENTATION TEAM	All transition resources are Paycom employees, and we don't use any third parties to ensure a consistent implementation experience.
PAYROLL PROCESS, DESIGN AND VALIDATION	Our transition team will do a full payroll consultation, configure the appropriate payroll process and ensure there is proper pre-payroll testing prior to go-live.
DATA GATHERING FROM PRIOR SYSTEM	Our Implementation team will pull all necessary data from your prior system to ensure a successful implementation.

Investment Summary

Finalized on
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Currency | USD

ONE-TIME IMPLEMENTATION FEES	
ITEM DESCRIPTION	STATED VALUE
AUTOMATION BENCHMARKING	**Value:** Provides an ongoing review with the CRR to measure how effectively Paycom is being used, identify automation gaps and uncover opportunities to maximize full solution automation across the employee lifecycle. **Impact:** Helps the client increase the value of their Paycom investment by identifying underused functionality and opportunities to automate additional processes. **Impact:** Creates a recurring process to evaluate automation, address gaps and keep Paycom aligned with evolving business needs.
DECISIONING LOGIC CONSULTATION	Ensuring complete understanding of the client's policies and proper setup of decisioning logic across all products.
HCM SYSTEM CONFIGURATION	Our Implementation team members will configure all purchased products, as well as the core HCM, to ensure full-solution automation is achieved.
GENERAL LEDGER CONFIGURATION	Our team will configure the general ledger format to ensure a proper flow from payroll to your general ledger software.
ON-SITE TRAINING FOR HR / PAYROLL	Implementation team members will be on-site to train your team members at no additional cost.
FULL PAYROLL AUDIT	A full YTD reconciliation before the first payroll to ensure accuracy and compliance regarding all tax items.
CHANGE MANAGEMENT PLANNING	Transition team members will assist in strategic change management planning to ensure a successful rollout to your organization.
ROLLOUT MATERIALS / RESOURCES	We provide rollout templates and materials to ensure communication with employees is streamlined and efficient.
ON-SITE TRAINING FOR EMPLOYEES	Implementation team members will be on-site for training of front-line employees at no additional cost.
HYPERCARE AND POST-LAUNCH SUPPORT	Your transition team will still be with you for a period of time after the first payroll to ensure continued utilization and automation is achieved.
ADOPTION AND UTILIZATION COACHING	Part of our post-first-check-date evaluation is ensuring continued employee adoption of the software and coaching on optimizing the value of the system.

Investment Summary

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November 11, 2026 | Quote Valid for 30 Days
Proposal ID | 1316636.804093.1976874
Currency | USD

ONE-TIME IMPLEMENTATION FEES	
ITEM DESCRIPTION	STATED VALUE
DEDICATED SPECIALIST	**Value:** A dedicated Paycom specialist serves as the client's trusted advisor and single point of contact, delivering a proactive, high-touch partnership that helps organizations maximize the value of their Paycom investment. Through world-class service, deep product expertise and a focus on full-solution automation, the specialist drives system optimization, operational efficiency and measurable business outcomes. **Impact:** Service team members operate in pods and are cross-trained in each other's accounts, so you receive best-in-class service every time you call. No hold times or phone tree; you will be talking to a live person the moment you call Paycom. **Impact:** Because they are deep product experts, you will receive a resolution to your inquiries from your dedicated service team member, regardless of the product in question (i.e., you may call with a question regarding both benefits and ATS, and the same person will be able to help in both areas). This not only ensures consistency of service but also full knowledge of the downstream impacts of any change that is being made in the system.

ONE-TIME COSTS	QTY
CLIENT CONVERSION	3,536.14
TOTAL	**3,536.14**

CYBER INSURANCE QUOTE PROPOSAL
PRIME 100

CYBER INSURANCE MADE EASY

Cowbell gives you peace of mind with standalone cyber coverage tailored to your unique needs. Our Prime 100 cyber insurance policies are designed to cover today's and tomorrow's threats, backed by top reinsurers, and packaged with robust risk engineering services.



CLOSED-LOOP RISK MANAGEMENT

Our unique approach enables you to continuously improve your risk profile and stay ahead of threats.

ASSESS

Cowbell Factors®, our risk ratings, compare your business' risk profile to your industry peers.

RESPOND

Cowbell's cyber experts are on-call 24×7 to help you recover quickly from cyber incidents.



INSURE

The quote below is custom-designed to suit your cyber risk profile and your needs.

IMPROVE

Our risk engineers help proactively mitigate risk and improve your security standing with continuous risk monitoring and advice.

CONTINUOUSLY IMPROVE YOUR RISK PROFILE

Take advantage of the resources available with your policy:

- Use our Incident Response Plan template to get prepared
- Identify security partners on **Cowbell Rx** to strengthen your security
- Deploy a cyber awareness training program to all your employees - 20 seats are included with our training partner, Wizer



COWBELL RESILIENCY SERVICES

Strengthening cyber resilience while securing tailored cyber insurance is key to avoiding catastrophic losses. Cowbell Resiliency Services offers policyholders additional tools and expertise to detect vulnerabilities, fortify infrastructure, boost cybersecurity awareness, and counter evolving threats.





MDR SOC-as-a-Service, powered by SpearTip, delivers 24/7/365 U.S.-based security operations support with real-time threat detection and AI-driven counterintelligence.

Cybersecurity Training-as-a-Service (CTaaS), powered by Wizer, educates employees through microlearning, phishing simulations, and interactive tools to reduce human error.

Penetration Testing-as-a-Service (PTaaS), powered by GMI, provides comprehensive network assessments to identify and mitigate vulnerabilities.

Cowbell IdentityAI℠, also powered by SpearTip, offers identity monitoring across cloud platforms and a complimentary 30-day trial for policyholders.

Is your organization cyber resilient?

Consult with your agent or broker regarding these and the many additional services included with a Cowbell policy.

Visit cowbell.ai for more information.



CYBER INSURANCE QUOTE - PRIME 100

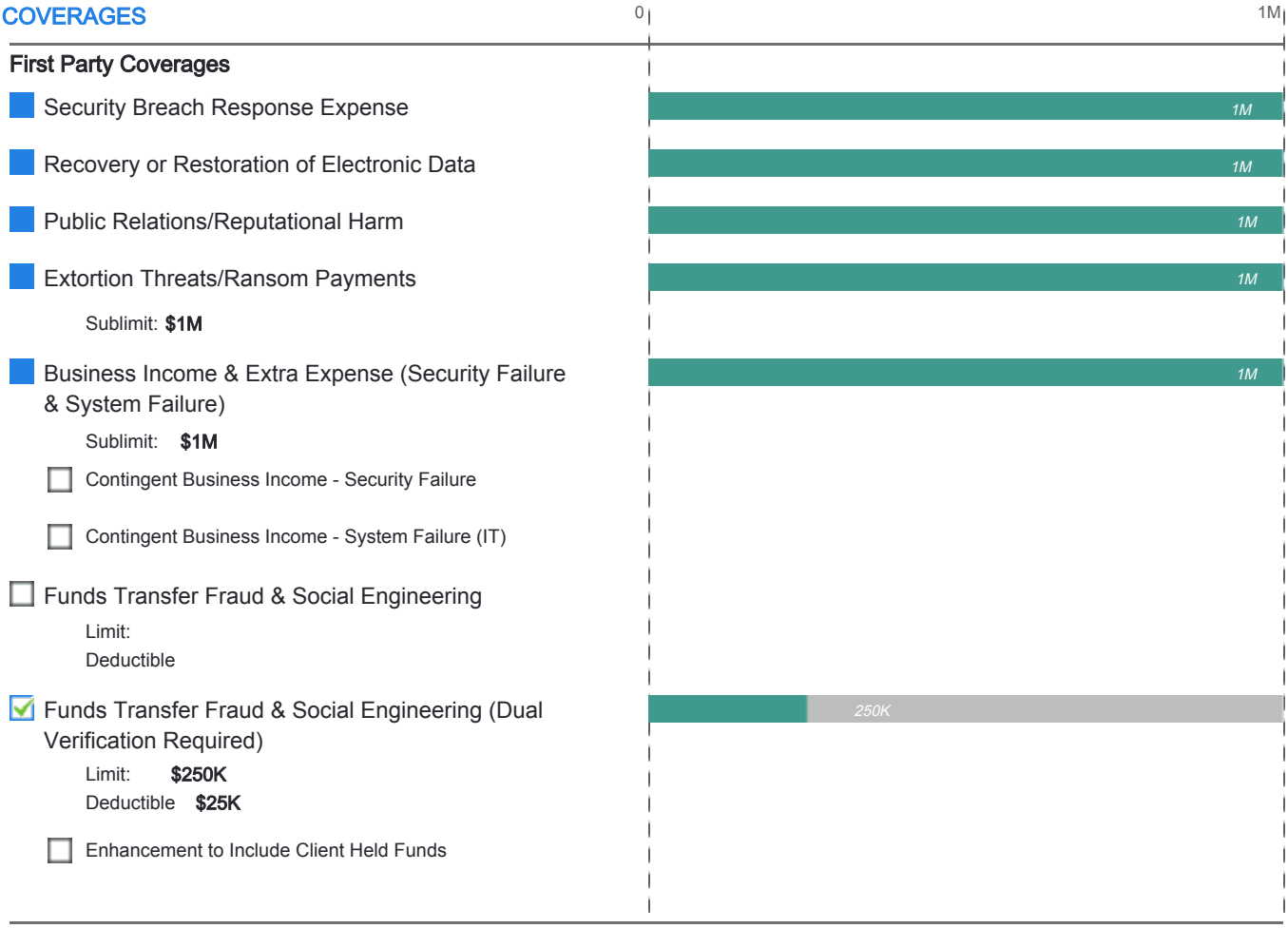
Name of Insured	**City of David City**	Agency Name	**Jones Group**
Revenue	**$18,000,000.00**	Insured State	**NE**
# of Employees	**45**	Quote Number	**QCB-100-RVD2W1DT**
Year Established	**1873**	Expires On	**2026-11-23 (12:01 AM)** Insured Local Time
Issuing Carrier	**Spinnaker Insurance Company NAIC #24376, AM Best "A-" (Excellent) Rated.**		

Thank you for trusting Cowbell for your cyber coverage. Below is the detail of your quoted cyber policy based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system. After quote expiration date, underwriters generally reserve the right to revise the offered quotes. All quotes are subject to signed Cowbell application and confirmation of loss history.

PROPOSED POLICY DETAILS

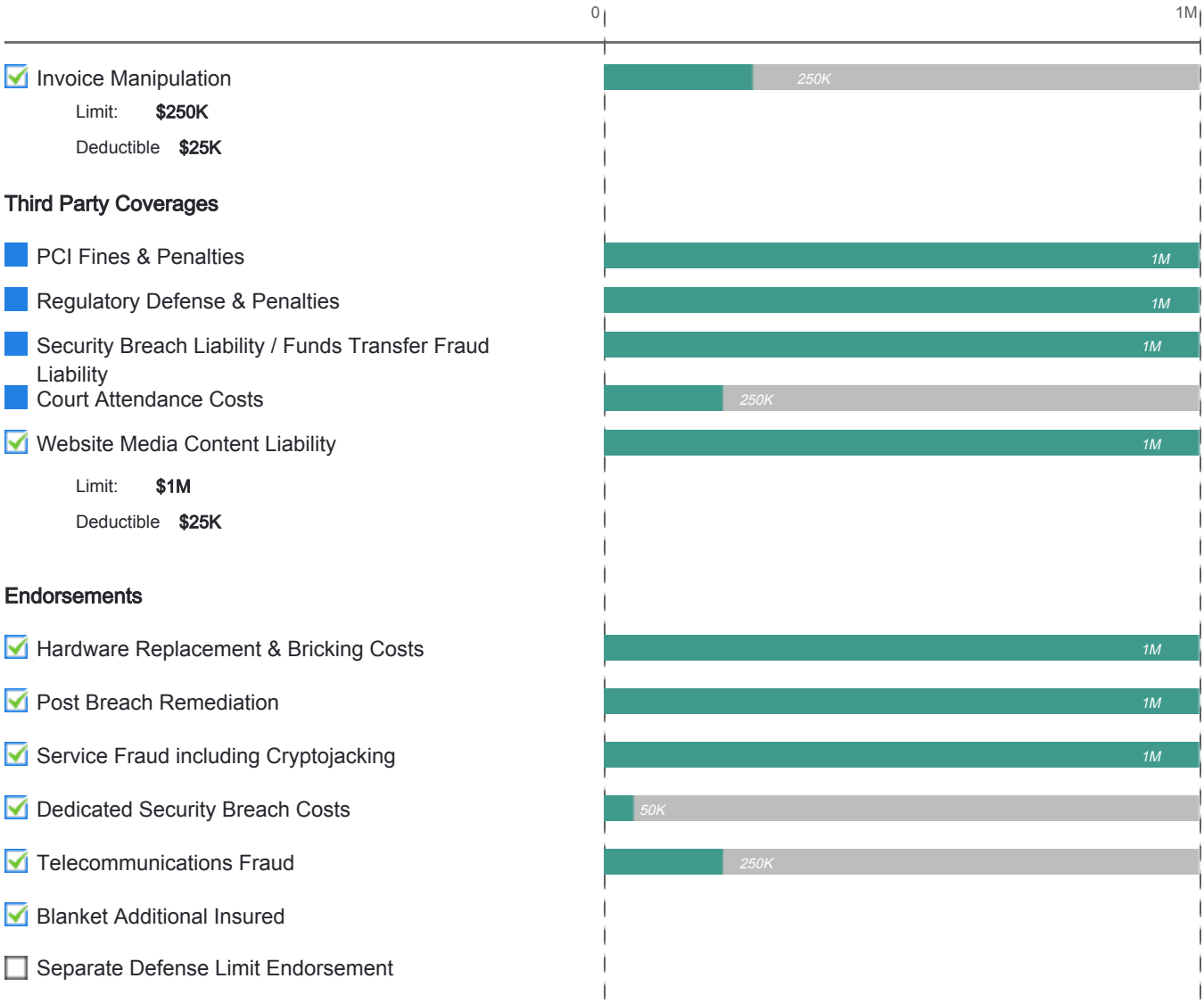
Aggregate Limit	**$1,000,000**	Policy Period	**11/16/2026 to 11/16/2027**
Deductible	**$25,000**	Estimated Annual Premium	**$4,559.00**
Waiting Period	**6 Hrs**	Broker Fees	**$100.00**
Retroactive Period	**Full Prior Acts**	Total Amount	**$4,659.00**

COVERAGES



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CYBER INSURANCE QUOTE - PRIME 100



LEGEND

Mandatory | Selected | Available | Not Available

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DESCRIPTION OF COVERAGES - PRIME 100

(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein).

Security Breach Response Expense

Coverage for losses and expenses directly associated with recovery activities in the aftermath of a cyber incident. This can include investigation and forensic services, notification to customers, call center services, overtime salaries, post-event monitoring services such as credit monitoring for impacted customers and more.

Recovery or Restoration of Electronic Data

Coverage for the costs to replace or restore electronic data or computer programs in the aftermath of an incident. This can also include the cost of data entry, reprogramming and computer consultation services to restore lost assets.

Public Relations/Reputational Harm

Coverage for the fees and costs to restore reputation in response to negative publicity following a cyber incident or a security breach. This includes, for example, the fees associated with the hiring of a public relations firm. Reputational Harm: Coverage for lost net income resulting from negative publicity directly related to a covered cyber incident. It applies when media coverage or public reporting causes measurable financial harm. This coverage addresses income loss tied specifically to reputational damage rather than operational shutdown.

Extortion Threats/Ransom Payments

Coverage for expenses related to the investigation, negotiation, and possible payment of an extortion threat and ransom. This can include fees and costs associated with ransom negotiators, the payment of ransom, interest costs paid to a financial institution for a loan to pay the ransom, and/or reward payments for information leading to an arrest.

☑ Funds Transfer Fraud & Social Engineering (Dual Verification Required)

Funds Transfer Fraud covers direct loss of money or securities resulting from unauthorized access to a computer system or fraudulent instructions sent to a financial institution to transfer funds without the insured's knowledge or consent. Social Engineering coverage applies when an employee is intentionally misled into transferring money based on a fraudulent instruction (including those using deepfakes or AI) that appears to come from a trusted source, such as a vendor or internal employee. Warning: The Insured must maintain a documented verification procedure requiring that any request to transfer funds or change payment or bank account details be independently confirmed using an authentication method different from the method by which the original request was received. For example: If an email instruction was received to transfer money, details of the transfer should be confirmed via telephone before the transfer be executed.

☐ Enhancement to Include Client Held Funds

Funds Transfer Fraud and Social Engineering coverage expanded to include funds held on behalf of third parties.

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DESCRIPTION OF COVERAGES - PRIME 100

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■ Security Breach Liability / Funds Transfer Fraud Liability

Security Breach Liability: Coverage for third-party liability arising from a cyber incident for which the insured becomes legally obligated to pay, including defense expenses, damages, settlements, regulatory fines and penalties, and PCI assessments. Funds Transfer Liability: Coverage for amounts legally obligated to pay when a security breach results in fraudulent wire or payment instructions being sent to a vendor, causing the vendor to transfer funds to a third party. Coverage applies to resulting monetary judgments, awards, or settlements arising from the vendor's transfer of money or securities based on those fraudulent instructions.

☑ Post Breach Remediation

Coverage for labor costs incurred to resolve vulnerabilities or weaknesses in the insured's computer system that are identified by an independent security firm after a cyber incident. Identified upgrades or improvements must reduce the probability or potential damage of a future incident to qualify.

■ PCI Fines & Penalties

Coverage for loss and defense expenses as a result of a claim in the form of an action by a Card Company for non-compliance with the Payment Card Industry (PCI) Data Security Standards (DSS), including coverage of related fines or penalties (to the extent such fines or penalties are insured by law).

☐ Separate Defense Limit Endorsement

This endorsement will create a separate limit for Defense Expenses. This limit will not be subject to the Policy Aggregate Limit.

☑ Hardware Replacement & Bricking Costs

Coverage for the cost to replace computers or any associated devices or equipment operated by the insured that are unable to function as intended due to corruption or destruction of software or firmware, resulting from a cyber incident.

■ Regulatory Defense & Penalties

Coverage for loss and defense expenses as a result of an investigation, demand of Regulatory Proceeding, brought by or on behalf of an administrative or regulatory agency, or any federal state, local or foreign government entity in an official capacity.

☐ Funds Transfer Fraud & Social Engineering

Funds Transfer Fraud covers direct loss of money or securities resulting from unauthorized access to a computer system or fraudulent instructions sent to a financial institution to transfer funds without the insured's knowledge or consent. Social Engineering coverage applies when an employee is intentionally misled into transferring money based on a fraudulent instruction (including those using deepfakes or AI) that appears to come from a trusted source, such as a vendor or internal employee.

■ Court Attendance Costs

Coverage for reasonable expenses for attending legal proceedings related to a covered liability claim. This includes required appearances at trials, hearings, mediations, or depositions at the insurer's request. It helps offset the administrative burden of participating in the defense process.

☑ Service Fraud including Cryptojacking

Coverage for an expanded set of telecommunications fraud including cloud consumption and cryptojacking.

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■ Business Income & Extra Expense (Security Failure & System Failure)

Coverage for the losses and costs associated with the inability to conduct business due to a cyber incident, extortion threat or system failure of your computer system. Business income includes net income that would have been earned or incurred. System failure covers a sudden and unintentional outage or degradation of a computer system caused by a hardware or network malfunction that disrupts normal business operations, but does not include failures caused by cyberattacks or ordinary wear and tear.

☑ Dedicated Security Breach Costs

Provides a separate Security Breach Response Expense limit that applies solely to covered breach response costs and does not erode the Policy Aggregate Limit.

☐ Contingent Business Income - Security Failure

Coverage for lost income and necessary extra expenses resulting from an interruption of the insured's business caused by a cyber incident or extortion threat affecting a third party's computer system that the insured depends on. Coverage applies when the third party's system collects, processes, stores, or transmits the insured's electronic data.

☐ Contingent Business Income - System Failure (IT)

Coverage for lost income and extra expenses arising from an interruption caused by a sudden and unintentional system failure of a third party's computer system that supports the insured's operations. The failure must result from a malfunction or hardware issue and directly disrupt the insured's business activities.

☑ Website Media Content Liability

Coverage for loss and defense expenses from intellectual property infringement, other than patent infringement, related to media content on the company website or its social media accounts only.

☑ Invoice Manipulation

Coverage for the fraudulent transfer of funds, including invoice manipulation, or other similar deceptive intentional acts by someone outside Your Organization to Your Client or Vendor.

☑ Telecommunications Fraud

Coverage for the cost of unauthorized calls or unauthorized use of the insured's telephone system's bandwidth, including but not limited to phone bills.

☑ Blanket Additional Insured

Extends Security Breach Liability coverage to persons or organizations that the Named Insured is contractually required to add as an additional insured, but only with respect to covered wrongful acts. Coverage applies when a written indemnification agreement exists prior to the claim and is limited to the same loss and defense expenses that would have been covered if the claim had been made directly against the Named Insured.

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Cowbell Factors™

We included below your Cowbell Factors rating which gives you visibility into your security posture, how you compare to peers, and where to improve your security. Cowbell's platform assesses your threats and risk exposure using Cowbell Factors and automatically tailors the coverage offered to your specific business needs. Scores range from 0 to 100, 100 being the highest and representing the lowest level of risk.

AGGREGATE COWBELL FACTORS



COMPANY AGGREGATE

City of David City

Average of all the various Cowbell Factors for this company. This score ranges from 0 to 100, 100 being the highest. A company with a score of 85 represents less risk than one with a score of 64. This ACF is a good metric to benchmark a company against peers, but it is not used for underwriting.



INDUSTRY AGGREGATE (921110)

Public Administration, Executive Offi

Measures an industry overall cyber risk factor. This is calculated from the pool of organizations in the Cowbell database for the specific industry. This score ranges from 0 to 100, 100 being the best. An industry with a score of 80 represents less risk than one with a score of 56.

INDIVIDUAL COWBELL FACTORS



NETWORK SECURITY

Measures the strength of the organization's network infrastructure and whether security best practices are deployed such as use of encryption, secure protocols, patching frequency, and use of threat mitigation tools. This factor also checks for vulnerabilities, malware, misconfigurations and other weaknesses.



FUNDS TRANSFER

This factor tracks risk markers related to hacking of email and phishing that commonly leads to nefarious activities such as funds transfer.



CLOUD SECURITY

Measures the strength of an organization's cloud security based on its security practices and footprint on commonly used public clouds and cloud storage (i.e. AWS, Azure, GCP, Box). This factor incorporates configuration for security best practices such as the use of multi-factor authentication.



CYBER EXTORTION

Measure of an organization's potential exposure to extortion related attacks such as ransomware. This factor shares some data sources with network security and endpoint security presence of malware on the network, patching cadence, use of encryption and more.



ENDPOINT SECURITY

Measure of endpoints preparedness (servers, mobile devices, IoT endpoints) towards cyberattacks. This factor incorporates the number of endpoints as well as the level of security hygiene applied to them - patching cadence and presence of vulnerabilities or malware.



COMPLIANCE

Measures an organization's level of compliance to security standards such as CIS (Center of Internet Security) benchmarks, NIST CSF (Cyber Security Framework), CSC-20 (Critical Security Controls), HIPAA, PCI, EU GDPR and CCPA (future).



DARK INTELLIGENCE

Measure of an organization's exposure to the darknet, taking into account the type and volume of data exposed and its value for criminal activity (examples: stolen credentials, PII).

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CYBER INSURANCE QUOTE PROPOSAL

PRIME 100 PRO

CYBER INSURANCE MADE EASY

Cowbell gives you peace of mind with standalone cyber coverage tailored to your unique needs. Our Prime 100 Pro cyber insurance policies are designed to cover today's and tomorrow's threats, backed by top reinsurers, and packaged with robust risk engineering services.



CLOSED LOOP RISK MANAGEMENT

Our unique approach enables you to continuously improve your risk profile, and stay ahead of threats.

ASSESS

Cowbell Factors, our risk ratings, compare your business' risk profile to your industry peers.

RESPOND

Cowbell's cyber experts are on-call 24×7 to help you recover quickly from cyber incidents.



INSURE

The quote below is custom-designed to suit your cyber risk profile and your needs.

IMPROVE

Our risk engineers help proactively mitigate risk and improve your security standing with continuous risk monitoring and advice.

CONTINUOUSLY IMPROVE YOUR RISK PROFILE

Take advantage of the resources available with your policy:

- Use our Incident Response Plan template to get prepared
- Identify security partners in **Cowbell Rx** to strengthen your security
- Deploy a cyber awareness training program to all your employees with Wizer - Cowbell policyholders benefit from free cybersecurity awareness training for all employees for the duration of the first policy year



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COWBELL RESILIENCY SERVICES

Strengthening cyber resilience while securing tailored cyber insurance is key to avoiding catastrophic losses. Cowbell Resiliency Services offers policyholders additional tools and expertise to detect vulnerabilities, fortify infrastructure, boost cybersecurity awareness, and counter evolving threats.



MDR SOC-as-a-Service, powered by SpearTip, delivers 24/7/365 U.S.-based security operations support with real-time threat detection and AI-driven counterintelligence.

Cybersecurity Training-as-a-Service (CTaaS), powered by Wizer, educates employees through microlearning, phishing simulations, and interactive tools to reduce human error.

Penetration Testing-as-a-Service (PTaaS), powered by GMI, provides comprehensive network assessments to identify and mitigate vulnerabilities.

Cowbell IdentityAI℠, also powered by SpearTip, offers identity monitoring across cloud platforms and a complimentary 30-day trial for policyholders.

Is your organization cyber resilient?

Consult with your agent or broker regarding these and the many additional services included with a Cowbell policy.

Visit cowbell.ai for more information.



CYBER INSURANCE QUOTE - PRIME 100 PRO

City of David City

Subject to the terms and conditions contained herein, Cowbell Cyber Insurance Agency, LLC ("Cowbell") agrees to issue to the below Named Insured the following quote for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

Quote Number	QCB-PRO-ZTYTN6AR	**Quoted On**	Oct. 29, 2026
Name of Insured	City of David City		
Mailing Address	557 N 4TH St, David City, NE 68632-1623		
Email Address	cityclerk@davidcityne.gov		
Industry	921110 | Executive Offices		
Revenue	$18,000,000		
# of Employees	45	**Year Established**	1873
Agency Name	Jones Group		
Policy Period	**From:** Nov. 01, 2026 (**Effective Date**) **To:** Nov. 01, 2027 (**Expiration Date**) Both dates at 12:01 AM Insured Local Time		
Policy Term	365	**Policy Number**	TBD

Policy Premium

Estimated Premium (without TRIA)	**$16,734.88**
TRIA	**$168.12**
Premium	**$16,903.00**
Admin Fees	**$0.00**
TOTAL AMOUNT:	**$16,903.00**

Aggregate Limit	$1,000,000	**Insured State**	NE
Issuing Carrier	Palomar Specialty Insurance Company | NAIC# 20338 (A.M. Best A (Excellent), X Rated)		
Product	Prime 100 PRO | Admitted		

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears on subsequent pages. **If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy.** The Aggregate Limit shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.

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COVERAGES & ENDORSEMENTS - PRIME 100 PRO

First Party Expenses	COVERAGE LIMIT	RETENTION
Cowbell Breach Fund	$1,000,000	$250
Extortion Threats and Ransom Payments	$1,000,000	$250
Replacement or Restoration of Electronic Data	$1,000,000	$250
Business Income and Extra Expense	$1,000,000	$250
Cyber Crime Incidents	$250,000	$1,000

Third Party Coverages	COVERAGE LIMIT	RETENTION
Cyber Liability	$1,000,000	$250

Coverage Endorsements	COVERAGE LIMIT	RETENTION
Contingent Business Income and Extra Expense	$1,000,000	$250
Cryptojacking Loss	$100,000	$250
Bricking Costs	$1,000,000	$250
Post Breach Remediation	$250,000	$250
System Failure Loss	$1,000,000	$250
Telecommunications Fraud	$250,000	$250
Website Media Content Liability	$1,000,000	$250
Impersonation Fraud	$1,000,000	$250

Amendatory Endorsements
Blanket Additional Insured
War Exclusion

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ENDORSEMENTS & FORMS - PRIME 100 PRO

(EFFECTIVE AT INCEPTION)

TITLE	FORM #
Cowbell Cyber Risk Insurance Declarations - PRIME 100 PRO	PRIME 100 PRO 002 11 22
Cowbell Cyber Insurance Policy - PRIME 100 PRO	PRIME 100 PRO 001 11 22
Notice of Privacy Policies & Practices	PRIME 100 PRO 030 11 22
Advisory Notice to Policy Holders	PRIME 100 PRO 039 03 23
Trade or Economic Sanctions	PRIME 100 PRO 022 11 22
Cryptojacking Loss Endorsement	PRIME 100 PRO 005 11 22
Post Breach Remediation Coverage Endorsement	PRIME 100 PRO 009 11 22
Contingent Business Interruption Endorsement	PRIME 100 PRO 003 11 22
System Failure Loss Endorsement	PRIME 100 PRO 011 11 22
Impersonation Fraud Coverage Endorsement	PRIME 100 PRO 038 11 22
Website Media Content Liability Endorsement	PRIME 100 PRO 013 11 22
Telecommunications Fraud Endorsement	PRIME 100 PRO 012 11 22
Bricking Costs Endorsement	PRIME 100 PRO 007 11 22
War Exclusion Endorsement	PRIME 100 PRO 042 07 23
Blanket Additional Insured Coverage Endorsement	PRIME 100 PRO 008 11 22
Nebraska Amendatory	PRIME 100 PRO 029 NE 01 24
Policy Documentation Delivery Method Consent	PRIME 100 PRO 028 11 22
Policyholder Disclosure Notice of Terrorism Insurance Coverage	PRIME 100 PRO 024 11 22

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SUBJECTIVITIES - PRIME 100 Pro

This quote proposal expires on the earlier of the following: seven (7) days after the effective date of the policy; or upon notice to you by Cowbell that the quote is expiring as of a particular date due to changes in market conditions and/or the discovery of any new information related to the quoted risk.

If the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.

This quote is also subject to the satisfaction of the following conditions:

- Cowbell Application signed and dated within 30 days of the effective date.

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DESCRIPTION OF COVERAGES - PRIME 100 PRO

(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein).

Cowbell Breach Fund

Coverage for expenses related to the investigation and remediation of a cyber incident. This can include fees and costs associated with breach counsel, forensic and incident response providers, notifications to customers, call center services, credit monitoring, and public relations expenses.

Replacement or Restoration of Electronic Data

Coverage for the cost to replace or restore electronic data and/or software that is stored on a computer system which is compromised as a direct result of a security breach, cyber incident or extortion threat. This can also include costs for data entry, reprogramming, and/or computer consultation services.

Cyber Crime Incidents

Coverage for a loss of funds arising from a social engineering incident, a reverse social engineering incident, or a transfer of funds loss.

Contingent Business Income and Extra Expense

Coverage for income loss and extra expense due to the actual and measurable interruption or degradation of a third party's computer system upon which the Insured relies on to conduct their business. This would also include a voluntary shutdown of the computer system when such action is taken to minimize, avoid, or reduce further damage as a result of a covered incident.

Bricking Costs

This endorsement provides coverage for reasonable and necessary costs to replace an Insured's hardware, including computers and associated devices or equipment that is damaged, impaired, or inoperable as a direct result of a security breach, cyber incident, or extortion threat.

Extortion Threats and Ransom Payments

Coverage for expenses related to the investigation, negotiation, and possible payment of an extortion threat and ransom. This can include fees and costs associated with ransom negotiators, the payment of a ransom, interest costs paid to a financial institution for a loan to pay the ransom, and/or reward payments for information leading to an arrest.

Business Income and Extra Expense

Coverage for the loss of business income and other expenses arising from the inability to conduct business due to a security breach, cyber incident, or extortion threat. This can also include additional costs incurred, in excess of the Insured's normal operating expenses, to reduce or avoid a loss of business income.

Cyber Liability

Coverage for loss and defense expenses as a result of (1) a claim made against the Insured, (2) a regulatory proceeding instituted against the Insured, and/or (3) a payment card industry non-compliance action instituted against the Insured. Loss can include compensatory damages and settlement amounts, as well as punitive damages and fines/penalties where insurable.

Cryptojacking Loss

This endorsement provides coverage for additional utility bill costs, including electricity, natural gas, oil, or internet, caused by the unauthorized access or use of your computer system.

Post Breach Remediation

This endorsement provides coverage for costs that are incurred after a cyber incident, security breach, or extortion event to identify and resolve any vulnerabilities or weaknesses in the Insured's computer system.

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System Failure Loss

Coverage for income loss and extra expense due to (1) an accidental, unintentional, or negligent act or error or omission committed by the Insured during data processing, programming, maintenance, service, conversion, modifying, handling, developing, or maintaining Electronic Data or Software or (2) the physical theft of hardware, or components thereof, controlled by the Insured, on which Electronic Data is stored, by a person other than the Insured, from a premises occupied and controlled by the Insured.

Telecommunications Fraud

This endorsement provides coverage for costs arising from unauthorized calls or the unauthorized use of the Insured's telephone system. This can include elevated telphone bills due to the unauthorized use.

Website Media Content Liability

This endorsement provides coverage for a claim arising out of, among other things, copyright infringement, plagiarism, trademark infringement, or improper deep-linking with respect to media material that is on the Insured's website.

Impersonation Fraud

Coverage for costs relating to fraudulent electronic communications or websites intended to impersonate the Insured, the Insured's website, or the Insured's Computer System. This includes costs and expenses incurred, with Cowbell's prior approval, to engage a law firm or pr firm to advise the Insured and notify potentially affected individuals. This can also include costs and expenses incurred, with Cowbell's prior approval, to engage a third-party vendor to remove a website designed to fraudulently impersonate the Insured.

Blanket Additional Insured

This endorsement provides coverage for a claim made against an Additional Insured for any actual or alleged wrongful acts commited by the Additional Insured on behalf of the Named Insured. Coverage is limited, however, to claims which would have been covered by the Policy had the same claim been made against the Named Insured.

War Exclusion

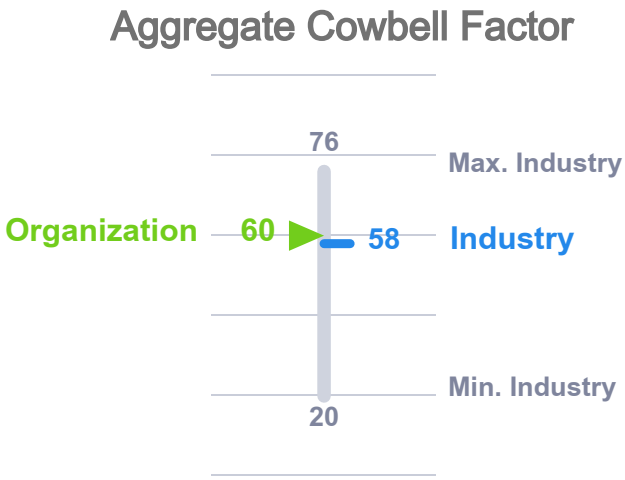
War Exclusion Endorsement

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AGGREGATE COWBELL FACTOR -

BENCHMARKING RISK

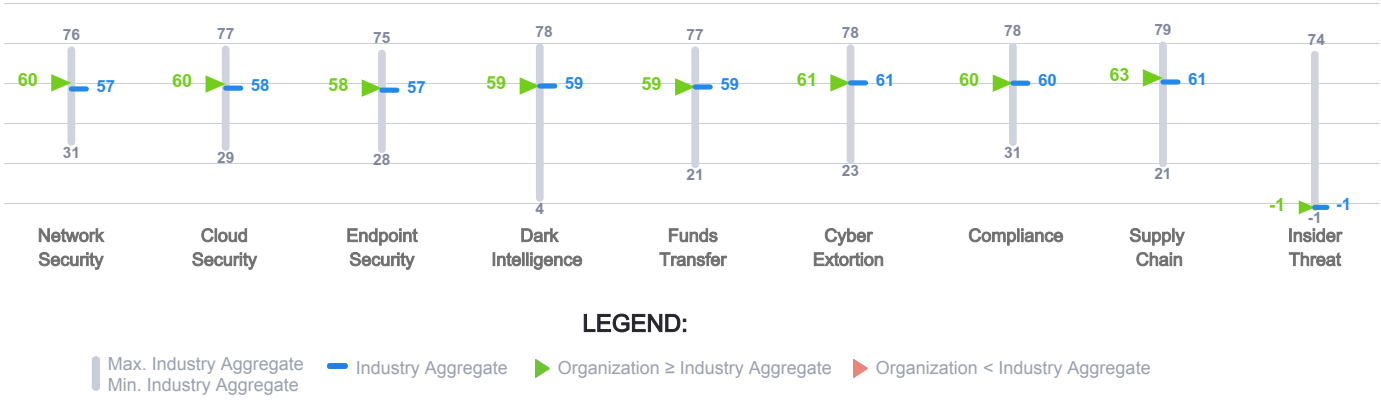
Cowbell Factors are a set of risk ratings that continuously assess your organization for cyber risks. Your company aggregate factor provides an immediate benchmark of your organization against its industry peers.



YOUR COWBELL FACTORS -

CONTINUOUS RISK ASSESSMENT

Cowbell Factors are compiled using hundreds of data points from multiple sources: public databases, third-party vendors, proprietary external scanners, dark web intelligence, and compliance information. Cowbell applies artificial intelligence algorithms to model risks and generate Cowbell Factors which define an organization's risk profile.



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DESCRIPTION - COWBELL FACTORS

Company Aggregate Cowbell Factor

Weighted average of Cowbell Factors for the account and an effective metric to benchmark a company against its industry peers. The higher, the better: a company with a rating of 85represents less risk than one with a rating of 64.

Industry Aggregate Cowbell Factor

Measures an industry overall cyber risk profile. This is calculated for each industry based on Cowbell's risk pool of 25 million U.S. accounts, incorporating information from proprietary scannersand external data sources.

Network Security

Measures the strength of the organization's network infrastructure and whether security best practices are deployed - encryption, secure protocols, patching frequency. This factoralso checks for vulnerabilities, malware, and misconfigurations.

Cloud Security

Measures the strength of an organization's cloud security based on footprint on commonly used public clouds (AWS, Azure, GCP, etc), security configuration, and alignment to security best practices.

Endpoint Security

Measures endpoints preparedness (servers, mobile devices, IoT endpoints) towards cyberattacks. This factor incorporates the number of endpoints as well as the level of security hygiene applied to them.

Dark Intelligence

Measures an organization's exposure on the darkweb, taking into account the type, timing, and volume of data exposed and its value for criminal activity (examples: stolen credentials, PII).

Funds Transfer

Tracks risk markers related to the compromise of emails that commonly leads to nefarious activities such as fraudulent funds transfer.

Cyber Extortion

Measure of an organization's potential exposure to extortion related attacks such as ransomware.

Compliance

Measures an organization's level of compliance to security standards such as CIS (Center of Internet Security) benchmarks, NIST CSF (Cyber Security Framework), CSC-20 (CriticalSecurity Controls), HIPAA, PCI, EU GDPR and CCPA.

Supply Chain

Measures an organization's susceptibility to software supply chain incidents. This factor is compiled from technographic and firmographic data, web scraping information, and public vulnerability repositories.

Insider Threat

Measures an organization's susceptibility to insider threats. This factor is compiled from social media platforms and other sources that might expose attrition rate, negative opinion, or detrimental intent towards the organization by past and current employees and stakeholders.

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JONESGROUP
INSURANCE | FINANCIAL SERVICES

CITY OF DAVID CITY
Group Health Plan Considerations
1/1/2027 Effective Date

DAVIDCITY
NEBRASKA

		Current	Renewal			|---------Guaranteed Issue Plans----------|	
HSA PLAN		**Medica**	**Medica**	**BCBS Chamber Choice**	**BCBS Light Plan**	**UHC**	**Medica**
***All benefits for**		**3400-0%**	**3500-0%**	**CHF27**	**Table 1 HSA Opt 2**	**FDAZ K93S**	**3500-0% HSA**
in-network providers*		**Embedded Ded**	**Embedded Ded**	**Aggregate Ded**	**Aggregate Ded**	**Aggregate Ded**	**Embedded Ded**
PLAN TYPE		**Level Funded**	**Level Funded**	**Level Funded**	**Fully Insured**	**Fully Insured**	**Fully Insured**
DEDUCTIBLE		$3,400/$6,800	$3,500/$7,000	$3,000/6,000	$3,000/$6,000	$2,500/$5,000	$3,500/$7,000
COINSURANCE		0%	0%	0%	0%	0%	0%
OOP MAXIMUM-with copays		$3,400/$6,800	$3,500/$7,000	$3,000/6,000	$3,000/$6,000	$8,000/$8,500	$3,500/$7,000
OFFICE VISIT - PCP		Deductible	Deductible	Deductible	Deductible	Deductible	Deductible
SPECIALIST VISIT		Deductible	Deductible	Deductible	Deductible	Deductible	Deductible
URGENT CARE VISIT		Deductible	Deductible	Deductible	Deductible	Deductible	Deductible
ER VISIT		Deductible	Deductible	Deductible	Deductible	Ded, then $500	Deductible
RX COPAYS							
Generic		Deductible	Deductible	Deductible	Deductible	Ded, then $10	Deductible
Preferred Brand		Deductible	Deductible	Deductible	Deductible	Ded, then $40	Deductible
Non-Preferred Brand		Deductible	Deductible	Deductible	Deductible	Ded, then $105	Deductible
Specialty		Deductible	Deductible	Deductible	Deductible	Ded, then $250 or $500	Deductible
RATES		**Prev Rx covered 100%**				**Age Rated**	**Age Rated**
Employee Only	**11**	$698.24	$716.00	$806.57	$705.57		
Employee + Spouse	**1**	$1,536.12	$1,575.19	$1,653.47	$1,446.42		
Employee + Children	**1**	$1,326.65	$1,360.39	$1,411.50	$1,234.75		
Employee + Family	**11**	$2,234.34	$2,291.21	$2,339.05	$2,046.15		
Total Monthly		**$35,121.15**	**$36,014.89**	**$37,666.79**	**$32,950.09**	**$56,659.01**	**$50,501.66**
Total Yearly		**$421,453.80**	**$432,178.68**	**$452,001.48**	**$395,401.08**	**$679,908.12**	**$606,019.92**
% change from current			**2.54%**	**7.25%**	**-6.18%**	**61.32%**	**43.79%**

Preventative drugs used through October 14th - $3,800, 19% of drug spend is preventative drugs

Current claims fund surplus of $2,045 thru September

Declined by Aetna

7/1/2027 renewal,
must offer GL, VL, CI,
Ax, & HI with Guardian

All rates subject to change with signifcant change in census. This is a summary illustration only and is not a binding contact or guarantee of rates. Please refer to individual proposals for terms and conditions.

Illustration prepared by

JONESGROUP
INSURANCE | FINANCIAL SERVICES

CITY OF DAVID CITY
Group Dental Plan Considerations
Effective 1/1/2027

DENTAL		**Current**	**Renewal**		
All coverages are for in-network providers. OON = reduced benefits		**Principal**	**Principal**	**Medica Delta** Plan 3	**BCBS** Option 4
DEDUCTIBLE (single/family)		$50/$150 CY	$50/$150 CY	$25/$75 CY	$50/$100 CY
Annual Coverage Max-per person		**$1,000**	**$1,000**	**$1,500**	**$1,000**
Preventative/Diagnostic Services		100%	100%	100%	100%
Waiting Period		None	None	none	none
Basic Restorative Services		80%	80%	80%	80%
Waiting Period		None	None	none	6 months
Major Services		50%	50%	$0.50	50%
Waiting Period		None	None	none	12 months
Child Ortho-Lifetime Maximum		50%	50%	$0.50	*N/A
Lifetime Maximum		$1,250	$1,250	$1,000	
Waiting Period		None	None	None	
Extractions/Oral Surgery/Endo/Perio		Major/Major/Major/Major	Major/Major/Major/Major	Basic/Basic/Basic/Basic	Basic/Basic/Major/Major
Number of Dentist within 25 miles			31	11	24
Minimum Participation					
Out of network U&C percentile				<50	
DENTAL RATES					
Employee Only	7	$37.16	$39.69	$32.70	$28.75
Employee + 1 or Spouse	1	$75.18	$80.30	$62.61	$57.49
Employee + Children	1	$83.13	$88.79	$83.66	$71.87
Employee + Family	4	$126.64	$135.25	$128.51	$107.80
Monthly Total		**$924.99**	**$987.92**	**$889.21**	**$761.81**
Annual Total		**$11,099.88**	**$11,855.04**	**$10,670.52**	**$9,141.72**
Percent Change From Current			**6.80%**	**-3.87%**	**-17.64%**

All rates subject to change with signifcant change in census. This is a summary illustration only and is not a binding contact or guarantee of rates. Please refer to individual proposals for terms and conditions.

Illustration prepared by

JONESGROUP
INSURANCE | FINANCIAL SERVICES

CITY OF DAVID CITY
Group Vision Plan Considerations
Effective 1/1/2027

		Current	Renewal		
VISION			VSP	Eyemed	Eyemed
***All coverages are for**		**Principal**	**Principal**	**Delta Vision $150**	**BCBS Opt 2**
in network providers		**12/12/12**	**12/12/12**	**12/12/12**	**12/12/24**
Annual Exam-Every 12 months		$10	$10	$10	$10 copay
EITHER					
Presciption glasses		$25	$25	$10	$10 copay
		Standard single, lined bifocal, lined trifocal lenses, polycarbonate lenses for dependenr children <18 Extra features have additional discounts and copays	Standard single, lined bifocal, lined trifocal lenses, polycarbonate lenses for dependenr children <18 Extra features have additional discounts and copays	Standard single, lined bifocal, lined trifocal lenses, polycarbonate lenses for dependenr children <18 Extra features have additional discounts and copays	Standard single, bifocal, trifocal & lenticular lenses only. Extra features get additional discount.
AND					
Frames-Every 24 months		$150 allowance + 20% discount	$150 allowance + 20% discount	$150 allowance + 20% discount	$130 allowance +20% discount
OR					
Contacts-Every 12 months		$150 allowance	$150 allowance	$150 allowance	$130 allowance
Medically necessary contacts		$10 Copay, then pd in full	$10 Copay, then pd in full	$10 Copay, then pd in full	$0 Paid-in-full
Minimum Participation					2
VISION RATES					
Employee Only	6	$8.48	$8.48	$8.39	$7.16
Employee + Spouse (or +1)	2	$16.68	$16.68	$16.79	$13.74
Employee + Children	1	$17.15	$17.15	$20.15	$13.03
Employee + Family	2	$27.53	$27.53	$30.22	$19.84
Monthly Total		**$156.45**	**$156.45**	**$164.51**	**$123.15**
Annual Total		**$1,877.40**	**$1,877.40**	**$1,974.12**	**$1,477.80**
Percent Change From Current			**0.00%**	**5.15%**	**-21.28%**

All rates subject to change with signifcant change in census. This is a summary illustration only and is not a binding contact or guarantee of rates. Please refer to individual proposals for terms and conditions.

Medica Commercial Preventive Drug List

(1/1/2027)

Certain health plans provide a specific benefit for preventive outpatient drugs that are considered maintenance drugs used to treat common disease states. Plan terms vary and members should consult their benefit plan documents to determine whether they have coverage for preventive maintenance drugs and, if so, with lower or no member cost sharing. Some strengths or dosage forms, noted with an *, may not be included in the Preventive Drug List, regardless of their appearance in this document. This is not an all-inclusive list. Please refer to your drug formulary for the most current limitations. Certain products or categories may not be covered or may be subject to utilization management edits such as step therapy, prior authorization, or quantity limits. Please check with your plan provider should you have any questions about coverage. If your benefit includes mail order, please note that some drugs and supplies may not be available through this service.

ANTIPLATELETS

ANTICOAGULANTS

- ELIQUIS
- enoxaparin
- fondaparinux
- rivaroxaban*
- warfarin*
- XARELTO

PLATELET AGGREGATION INHIBITORS

- clopidogrel
- dipyridamole
- prasugrel
- Ticagrelor

CORONARY ARTERY DISEASE

ANTIHYPERLIPIDEMICS

- atorvastatin
- cholestyramine
- colesevelam*
- colestipol
- ezetimibe
- fenofibrate*
- fenofibric acid*
- fluvastatin
- gemfibrozil
- icosapent ethyl
- lovastatin
- niacin ext-rel
- omega-3 acid ethyl esters
- pravastatin
- rosuvastatin
- simvastatin

COMBINATION ANTIHYPERLIPIDEMICS

- amlodipine/atorvastatin
- ezetimibe/simvastatin

DIABETES

BLOOD GLUCOSE MONITORS

- ACCU-CHEK GUIDE BLOOD GLUCOSE METER
- CONTOUR NEXT BLOOD GLUCOSE METER

INJECTABLE DIABETES AGENTS

- HUMULIN R* (U-500 Only)
- INSULIN GLARGINE-YFGN
- liraglutide
- MOUNJARO
- NOVOLIN N, R, 70/30
- NOVOLOG
- OZEMPIC
- SEMGLEE (YFGN)
- TOUJEO
- TRESIBA
- TRULICITY
- VICTOZA

ORAL DIABETES AGENTS

- acarbose
- dapagliflozin
- dapagliflozin-metformin
- glipizide
- glipizide ext-rel
- glipizide/metformin
- glyburide
- glyburide/metformin
- GLYXAMBI
- JARDIANCE
- metformin
- metformin ext-rel
- miglitol
- nateglinide
- pioglitazone
- pioglitazone/glimepiride
- pioglitazone/metformin
- repaglinide
- RYBELSUS
- sitagliptin phos/metformin hcl
- SYNJARDY XR
- SYNJARY
- TRIJARDY XR

SUPPLIES

- INSULIN SYRINGES, AND NEEDLES – BD/Embecta Products

Please note: This list represents brand products in CAPS, branded generics in upper- and lowercase, and generic products in lowercase.

This list is not all-inclusive and is subject to change. Some strengths or dosage forms may not be included in the Preventive Drug List, regardless of their appearance in this document. Please refer to your drug formulary for the most current limitations.

Please check with your plan provider should you have any questions about coverage. Additional medications may be included in this list from time to time in compliance with Affordable Care Act requirements and/or U.S. Internal Revenue Service (IRS) guidance. This list includes medications considered preventive by the IRS; it may not include all preventive medications.

Medica

HYPERTENSION

ACE INHIBITORS/ ANGIOTENSIN II RECEPTOR ANTAGONISTS AND COMBINATION AGENTS

- amlodipine/benazepril
- benazepril
- benazepril/hydrochlorothiazide
- candesartan
- candesartan/hydrochlorothiazide
- captopril
- captopril/hydrochlorothiazide
- enalapril
- enalapril/hydrochlorothiazide
- eprosartan
- fosinopril
- fosinopril/hydrochlorothiazide
- irbesartan
- irbesartan/hydrochlorothiazide
- lisinopril
- lisinopril/hydrochlorothiazide
- losartan
- losartan/hydrochlorothiazide
- moexipril
- perindopril
- quinapril
- quinapril/hydrochlorothiazide
- ramipril
- telmisartan
- telmisartan/hydrochlorothiazide
- trandolapril
- trandolapril/verapamil ext-rel
- valsartan
- valsartan/hydrochlorothiazide

BETA-BLOCKERS AND COMBINATION AGENTS

- acebutolol
- atenolol
- atenolol/chlorthalidone
- betaxolol
- bisoprolol
- bisoprolol/hydrochlorothiazide
- carvedilol
- labetalol
- metoprolol
- metoprolol succinate ext-rel
- metoprolol/hydrochlorothiazide
- nadolol
- pindolol
- propranolol
- propranolol ext-rel
- propranolol/hydrochlorothiazide
- timolol maleate

CALCIUM CHANNEL BLOCKERS AND COMBINATION AGENTS

- amiloride/hydrochlorothiazide
- amlodipine
- diltiazem - select products
- felodipine ext-rel
- isradipine
- nicardipine
- verapamil
- verapamil ext-rel

DIURETICS

- chlorthalidone
- furosemide
- hydrochlorothiazide
- indapamide
- spironolactone
- spironolactone/hydrochlorothiazide
- torsemide
- triamterene/hydrochlorothiazide

OTHER ANTIHYPERTENSIVE AGENTS

- amlodipine/valsartan/hydrochlorothiazide
- clonidine
- clonidine transdermal
- guanfacine
- hydralazine
- methyldopa
- Minoxidil

MENTAL HEALTH

ANTIDEPRESSANTS

- amitriptyline
- amoxapine
- bupropion
- bupropion ext-rel
- citalopram
- clomipramine
- desipramine
- desvenlafaxine succinate ext-rel
- doxepin
- duloxetine delayed-rel
- escitalopram
- fluoxetine
- fluoxetine delayed-rel
- fluvoxamine
- imipramine HCl
- imipramine pamoate
- mirtazapine
- nortriptyline
- paroxetine HCl
- paroxetine HCl ext-rel
- phenelzine
- protriptyline
- sertraline
- tranylcypromine
- trazodone
- trimipramine
- venlafaxine
- venlafaxine ext-rel

ANTIPSYCHOTICS

- aripiprazole
- chlorpromazine
- clozapine
- fluphenazine
- haloperidol
- loxapine
- lurasidone
- olanzapine

Please note: This list represents brand products in CAPS, branded generics in upper- and lowercase, and generic products in lowercase.

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Please check with your plan provider should you have any questions about coverage. Additional medications may be included in this list from time to time in compliance with Affordable Care Act requirements and/or U.S. Internal Revenue Service (IRS) guidance. This list includes medications considered preventive by the IRS; it may not include all preventive medications.

olanzapine orally disintegrating tabs
paliperidone
perphenazine
quetiapine
quetiapine ext-rel

risperidone
thioridazine
thiothixene
trifluoperazine
ziprasidone

SPIRIVA
SPIRIVA RESPIMAT
theophylline
tiotropium
zafirlukast

Over-the-counter (OTC) products require a prescription. Coverage may vary by plan.

OSTEOPOROSIS

BONE RESORPTION THERAPY

alendronate
ibandronate
raloxifene
risedronate

RESPIRATORY DISORDERS

RESPIRATORY AGENTS

ADVAIR HFA
albuterol inhaler*
albuterol nebulizer solution
ASMANEX HFA
ASMANEX TWISTHALER
BREO ELLIPTA
BREYNA
budesonide inhalation suspension
budesonide-formoterol
cromolyn sodium
DULERA
fluticasone/salmeterol diskus*
INCRUSE ELLIPTA
ipratropium nebulizer solution
ipratropium/albuterol nebulizer solution
levalbuterol nebulizer solution
montelukast
QVAR REDIHALER

Please note: This list represents brand products in CAPS, branded generics in upper- and lowercase, and generic products in lowercase.

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Please check with your plan provider should you have any questions about coverage. Additional medications may be included in this list from time to time in compliance with Affordable Care Act requirements and/or U.S. Internal Revenue Service (IRS) guidance. This list includes medications considered preventive by the IRS; it may not include all preventive medications.

AGREEMENT

between

CITY OF DAVID CITY

and

LOCAL UNION #1536
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

AFL-CIO

PREAMBLE

This Agreement executed as of the _____ day of _____, 2026, by and between the City of David City, its successor assigns hereinafter referred to as the "City" and Local Union No. 1536 of the International Brotherhood of Electrical Workers affiliated with the AFL-CIO hereinafter referred to as the "Union."

This Agreement, made and entered into, when signed by the proper officers of the City of David City and Local Union #1536 and approved by the President of the International Brotherhood of Electrical Workers, shall become operative.

ARTICLE 1

RECOGNITION

Sec. 1: The City recognizes the Union as the exclusive bargaining agent for all permanent full-time and regular part-time employees of The City of David City, Nebraska, occupying the following classifications:

> Power Plant Operator I, Power Plant Operator II, Power Plant Operator III, Power Plant Operator Supervisor, Apprentice Lineman, Line Worker II, Line Worker I, Line Foreman, Electric Supervisor, Water/Sewer Operator I, Water/Sewer Operator I w/Gr VI, Water/Sewer Operator II, Water/Sewer Operator II w/Gr VI, Waste Water Pit Operator, Water Supervisor w/Gr VI, Wastewater Supervisor w/Gr VI, Laborer I, Laborer II, Maintenance Worker I, Maintenance Worker II, Street Foreman, Street Supervisor, Park & Auditorium Supervisor, and, excluding clerical and temporary employees.

Sec. 2: The City recognizes and shall not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any of its agents against any employee because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit union membership on employer's time. Neither the City nor the Union will willfully, orally or in writing, make untruthful statements concerning the other party or its representative.

ARTICLE 2

DEFINITIONS

Sec. 1: For the purpose of this Agreement, the following definitions shall apply:

A. **Introductory Employees:** An Employee working during the orientation period which is six (6) months from the first day of work.

B. **Full-Time Employee:** An employee who has completed his/her introductory period and is regularly scheduled to work forty (40) hours per week.

C. **Part-Time Employee:** An employee who has completed his/her introductory period and is regularly scheduled to work less than forty (40) hours per week. Part-Time employees shall be eligible for all City benefits on a pro rata basis as follows:

Vacation time on a pro-rata basis.
Retirement benefits on a pro-rata basis.
Employees, who work an average of twenty (20) hours or more per week, are eligible for one-half (1/2) day of holiday pay.
Employees, who work an average of twenty (20) hours or more per week, are eligible for one-half (1/2) day of sick leave per month.
Part-time employees are not eligible for Personal Leave and Funeral Leave.

Pro-rata basis: Calculated by percentage. (The percentage used for calculations is: 2080 hrs. per year ÷ by the hours worked by the regular part-time employee in a year.

D. **Temporary Employee:** An employee with the expectation that his/her employment will be for a short duration, (i.e., no more than one (1) year).

ARTICLE 3

CONDUCT OF UNION AFFAIRS

Sec. 1: All employees including Union officers and representatives shall not conduct any Union activity or Union business during working hours except as specifically authorized by the provisions of this Agreement.

Sec. 2: Stewards shall be selected by the Union and function on behalf of the employees in the bargaining unit.

Sec. 3: All stewards referred to in this Agreement shall be full-time employees of the City.

Sec. 4: Each steward shall report to his/her immediate supervisor or designated representative prior to the time of leaving his/her work to perform the duties of such steward as set forth herein. He/she shall also report on returning to his/her work assignment unless the prior consent of the steward's supervisor not to report has been secured.

Sec. 5: The City shall designate a bulletin board for the posting of official Union Notices.

Sec. 6: A Union member may be released from their duties when requested by the Union to attend Union activities.

ARTICLE 4

SAFETY COMMITTEE

Sec. 1: **Training and Safety.** The Safety Committee exists to oversee the safety goals and plans of the City by making recommendations addressing safety and health hazards at each worksite. The Safety Committee shall consist of an equal number of bargaining unit employees (that shall serve in an advisory only status) and management. The Union shall appoint the bargaining unit members to this committee.

ARTICLE 5

GRIEVANCE PROCEDURE

Sec. 1: Should any employee or the union have a grievance arising from the interpretation of a specific provision of this Agreement, such matter shall be exclusively resolved in accordance with the provision provided herein. It is also agreed between the parties that the alleged violation of a specific provision of the Agreement, to be grievable, must have occurred during the term of this Agreement. It is also specifically agreed that this grievance procedure shall not be used to change any provision of this Agreement.

Sec. 2: In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance, the act or acts of commission or omission, the date of the act or acts, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this contract which are alleged to have been violated, and the remedy which is sought.

Sec. 3: Step 1: An employee believing he/she has a grievance shall submit a written grievance with his/her supervisor within fifteen (15) calendar days after the occurrence of the grievance. The supervisor shall, within fifteen (15) calendar days after receiving the written grievance, meet with the employee in an attempt to resolve the dispute. The employee may be accompanied by a union steward, if the employee desires. The supervisor shall then have fifteen (15) calendar days after meeting with the employee to give a written response to the grievance and this response shall be given to the employee and Union Steward.

Step 2: A grievance not settled in Step 1 which the employee or the Union wishes to pursue further shall be placed in writing and signed by the employee or the Union within fifteen (15) calendar days from the supervisor's answer and filed with the City Administrator. If such action is taken by the employee, he/she shall give notice to the Business Manager of the Union. The City Administrator shall, within fifteen (15) calendar days after receiving the grievance, meet with the Business Manager of the Local or his Designee in an attempt to resolve the dispute. The City Administrator shall supply both the employee and the Business Manager of the Union his written response within fifteen (15) calendar days of this meeting.

Step 3: If the Union and the employee decline to accept the City Administrator's decision, and if the grievance remains unresolved, the employee or the union may within fifteen

(15) calendar days after receipt of the City Administrator's response, file with the Mayor of the City a request for further review. The Mayor shall, within thirty (30) calendar days after receiving the grievance, meet with the Business Manager of the Local or his Designee in an attempt to resolve the dispute. The Mayor shall supply both the employee and the Business Manager of the Union his written response within thirty (30) calendar days of this meeting.

Step 4: If the Union and the employee decline to accept the Mayor's decision, and if the grievance remains unresolved, the employee or the Union may, within fifteen (15) calendar days after receipt of the Mayor's response, give notice to the City Administrator of intent to appeal the Mayor's decision to a grievance review panel.

(a) The grievance review panel shall be comprised of three persons. One panelist shall be chosen by the Union, one panelist shall be chosen by the City, and those two panelists shall mutually choose a third panelist mutually agreeable to both.

(b) The grievance review panel shall hold a hearing during which the parties may present evidence relevant to their positions regarding the grievance. In discipline cases, the City shall proceed first and bear the burdens of proof and persuasion. In all other cases, the grievant and/or Union shall proceed first and bear the burdens of proof and/or persuasion.

(c) At least five workdays prior to any hearing, the parties will exchange lists of witnesses and exhibits that may be presented at the hearing.

(d) The grievance review panel shall render a decision either on the day of the hearing or within one week after the hearing date.

(e) Any costs incurred by any of the parties during the hearing process shall be borne by the parties incurring such expenses. Either party may arrange for an authorized reporter to create a record of the hearing, and will bear the expense of such reporter Any costs incurred by having the third panelist will be borne equally by the parties.

(f) Decisions of the grievance review panel will be final unless appealed to a court of competent jurisdiction.

Sec. 4: The time limits provided for in this Article shall be strictly followed. No grievance shall be valid unless filed or appealed within the time limits provided herein. Failure of the grieving party to meet the time limits provided for shall result in dismissal of the grievance. Failure of the other party to meet the time limits provided for shall result in settlement of the Agreement according to the remedy sought by the grieving party. The parties may, however, by mutual agreement extend the time limit at any step of the grievance procedure.

ARTICLE 6

DISCHARGE AND TERMINATION OF EMPLOYMENT

This agreement specifically incorporates the disciplinary language of Chapter 7 of the Employee Handbook.

The grievance procedure shall be as specified in Article 5 of this Collective Bargaining Agreement. Grievances shall be available for actions listed in Chapter 7 of the handbook.

ARTICLE 7

LAYOFF AND RECALL

Sec. 1: The criteria set forth below shall be considered in selecting the employee(s) who will be subject to any layoff. The criteria are not listed in any order of priority.

A. Employment positions to be offered;
B. Areas of certification that are of present or future value to the City.
C. State and federal laws or regulations that may mandate certain employment practices;
D. Special or advanced training that would be of present or future value to the City.
E. Performance evaluations.

Sec. 2: If, after consideration of the criteria listed above and there is no significant difference between or among employees being considered for layoff, the employee(s) with the longest uninterrupted service to the City shall be retained.

Sec. 3: In the event of a restoration of the workforce, employees will be recalled in the reverse order in which they were laid off.

ARTICLE 8
JOB POSTING

Sec. 1: Job openings for bargaining unit positions other than entry-level positions shall be posted. Employees interested in the position must submit an application for the position by the end of the posting period.

ARTICLE 9
NO STRIKE AND LOCKOUT

Sec. 1: There shall be no lockouts, consumer boycotts, strikes, slow downs, picketing, work stoppages or interferences with production, including sympathy strikes, for any reason whatsoever during the period of this Agreement. No picket lines shall be observed during the life of this Agreement.

Sec. 2: The Union, its officers, agents and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any consumer boycott, strike, slow down, picket, work stoppage or interference with operations, including sympathy strikes, for any reason whatsoever. If any unauthorized consumer boycott, strike, slow down, picket, work stoppage or interference with production, including a sympathy strike, occurs or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.

Sec. 3: Individual members of the bargaining unit violating this Article may be disciplined by the City with notice thereof to the Union. Such discipline may include discharge.

Sec. 4: The City and Union acknowledge that it is unlawful for any person:

A. To hinder, delay, limit or suspend the continuity or efficiency of any governmental service or any governmental service in a proprietary capacity, or the service of any public entity, by lockout, strike, slowdown, or other work stoppage;
B. To coerce, instigate, induce, conspire with, intimidate or encourage any person to participate in any lockout, strike, slowdown or other work stoppage, which would hinder, delay, limit or suspend the continuity or efficiency of any governmental service or governmental service in a proprietary capacity.
C. To aid or assist any such lockout, strike, slowdown, or other work stoppage by giving direction or guidance in the conduct of any such lockout, strike, slowdown or other work stoppage or by providing funds for the conduct or direction thereof, or for the payment of strike, unemployment or other benefits to those participating therein.

ARTICLE 10

HOLIDAYS

Sec. 1: Employees receive thirteen (13) paid holidays per year, as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Arbor Day	The Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Individual Selectable Day

- When a national holiday falls on a Saturday, the preceding Friday shall be recognized as a day off with pay. When the national holiday falls on a Sunday, the following Monday shall be recognized as a day off with pay.
- Dec 31st work all day
- Individual Selectable Days must be used during the year in which they are earned and cannot be carried over to succeeding years.

ARTICLE 11

VACATIONS

Sec. 1: Employees are eligible for paid vacation after six (6) months of employment. Available vacation is based on full-time work and is reduced proportionately for absences other than vacation time, paid sick leave, paid funeral leave, and holidays. Vacation is earned as follows:

Years of Employment	Days/Hours Earned Per Year
After 1 year	5 days/40 hours
After 2-4 years	10 days/80 hours
After 5-9 years	15 days/120 hours
After 10 years	20 days/160 hours

- Employees may carry a maximum of 320 hours of vacation time. Department Heads/City Administrator shall make every effort to accommodate employees when scheduling vacation.
- Employees that terminate employment with the City shall be paid for all unused accumulated vacation leave. Upon the death of an employee, his/her beneficiary shall be paid for unused accumulated vacation leave.
- Vacations shall be scheduled by the Department Head.
- Vacation shall be allowed in half-hour increments.
- Vacation time shall be applied to FMLA leave after the use of sick leave (if applicable).

ARTICLE 12

SICK LEAVE

Sec. 1: Each full-time employee is credited with one (1) working day of sick leave each month and is charged with sick leave actually taken. No employee may accrue more than one hundred twenty (120) days of sick leave.

The employee shall notify the department head or supervisor of his/her illness before the time that he/she is due to report for work on the first day of illness. If he/she is physically incapable of giving notice in this manner, notice shall be given as soon as possible.

The department head or City Administrator may require the employee to present a medical certificate as to the fact of illness or as to the ability of the employee to perform his/her work upon returning from sick leave.

The City of David City leave policies adhere to the provisions of 29 U.S.C. 2601, commonly known as the Family Medical Leave Act of 1993.

*** SICKNESS - SELF:** An employee may use sick leave when that employee is ill and unable to perform his/her work or has an appointment with a doctor.

*** SICKNESS - FAMILY:** An employee may use sick leave when an immediate family member (spouse, child, father, mother, father-in-law and mother-in-law) is ill or is hospitalized and needs the employee's care, or, requires the employee to take that family member for a doctor's appointment.

Any employee that is suspected of sick leave abuse may have their sick leave usage monitored for a period of six months and counseled concerning the matter. False claims for sick leave are cause for disciplinary action.

Sick leave may not be converted into vacation leave or used in lieu of vacation leave.

ARTICLE 13

PERSONAL LEAVE

Sec. 1: Personal leave will be granted to regular full-time employees prorated by years of employment as follows:

0 years to 4 years	-	2 days per year
5 years to 9 years	-	3 days per year
10 years to 14 years	-	4 days per year
15 years to 19 years	-	5 days per year
20 years to 24 years	-	6 days per year
25 years to 29 years	-	7 days per year
30 years to 34 years	-	8 days per year
35 years to 39 years	-	9 days per year
40 years plus	-	10 days per year

Personal leave is not an earned benefit. Personal leave is deducted from accrued sick leave and may be used by the employee for any reason. If an employee does not have accrued sick leave then the employee shall not be granted personal leave. Personal leave shall be considered a privilege to reward employees for their attendance. At the time of separation from employment, an employee shall not be paid for his personal leave which has not been used.

ARTICLE 14

SPECIAL LEAVE PROVISIONS

Sec. 1: The City shall grant leave of absence with pay to Full-Time Employees for the following reasons and subject to the applied restrictions.

A. Funeral Leave.

Primary: Leave will be granted, not to exceed five (5) consecutive days per event, to employees to attend the funeral services of close family members, i.e., spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, niece or nephew.

Secondary: Leave will be granted, not to exceed two (2) consecutive days per event, to employees to attend the funeral services or secondary family members, i.e., grandparents, grandparents-in-law, aunts, uncles and cousins

B. Personal Leave without Pay. A personal leave of absence under this policy is an approved absence without pay. Personal leaves of absence must be requested in writing and will be granted only for special reasons. Only regular full-time

employees who are not otherwise eligible for FMLA leave for any reason are eligible for a personal leave of absence. Time off without pay and leave of absence for medical or personal reasons will be considered on the basis of the City requirements and hardships caused thereby, the employee's performance record, the reason for the request, and the employee's length of service with the City. The determination of whether the request shall be granted rests solely within the discretion of the employee's Department Head and the City Administrator.

A leave of absence under this policy may be granted for personal reasons without pay for a period not to exceed thirty (30) days. All vacation time must first be exhausted before a leave of absence under this policy will be considered.

A leave of absence without compensation under this policy also may be granted for illness, injury or pregnancy disability for a period not to exceed thirty (30) days. All vacation and sick leave must first be exhausted before a leave for these purposes will be considered. At the option of the City, an employee may be required to present a certificate from the employer's physician and/or a physician of his/her own choosing as to the fact of the illness, injury or pregnancy disability. The employee must present a full medical release signed by his or her physician before being reinstated for work.

The length of absence may be extended at the discretion of the City upon further application in writing by the employee prior to the expiration of the initial period. In no event will leaves be granted for a period in excess of sixty (60) days. If your leave of absence is in excess of thirty (30) days, your return is subject to job availability. If your position is not available at the end of your leave, the City will make a reasonable effort to return you to a substantially similar position.

It will be the responsibility of the employee who has been granted a leave of absence in excess of thirty (30) days to pay monthly premiums for any continued group insurance coverage. In the absence of such payment, coverage will be terminated; however, you will be given an opportunity to convert the policy for your individual coverage. Failure to return to work on the date scheduled by the City will result in discharge from employment.

All leaves of absence will be granted subject to and in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), if applicable.

C. Military Leave. Military leave shall be governed by Neb. Rev. Stat. Sections 55-160 through 55-166 (Reissue 2004) or as amended by the Legislature, and by the Uniformed Services Employment and Reemployment Rights Act.

D. Public Service Leave. An employee may take leave to serve as a member of a jury, upon being called as a witness because of his position in any court, or, to enter military training for not more than two weeks in any one year. During the period of public service leave, the employee shall receive his/her regular pay less any amount received by him/her for performing such public service, provided, however, that no deduction shall be made for amounts earned of less than $10.00 (R.R.S. 55-160).

ARTICLE 15

ON THE JOB ACCIDENTS

Sec. 1: The City shall maintain insurance to comply with Nebraska Workers' Compensation law as amended.

Sec. 2: If there is an on-the-job injury and the employee receives workers' compensation payments for the lost wages, the employee shall be allowed to use his/her sick leave so that the employee receives base pay equal to what he/she earned prior to the accident.

ARTICLE 16

EMPLOYEE INSURANCE AND RETIREMENT PROGRAMS

Sec. 1: **Medical and Life Insurance.** Employees must work a minimum of forty (40) hours per week to be eligible for the medical and life insurance benefits.

A. Medical insurance is with Medica

The City will contribute 75% of the deductible, which money will be deposited directly into the employee's HSA account.

B. The employee pays 25% of the monthly premium regardless of which coverage plan they have chosen. The City pays the balance.

C. The City reserves the right to choose the method of providing this benefit (i.e., self-funded plan or insurance) and the benefits provided, including the deductible and co-payment amounts.

Sec. 2: **Retirement Plan.** The City will match employee contributions in an amount equal to the greater of 6% of regular pay or $50.00 per month to a regular employee's Deferred Compensation Plan. The City of David City currently has two (2) deferred compensation plans to choose from.

New employees will not be eligible for this benefit until they have been taken off of probationary status. This is a voluntary benefit in which employees may choose not to participate. Employees, who elect not to participate in this benefit, will not receive any type of in-lieu of payment from the City.

Sec. 3: **Life Insurance.** The City shall provide a term life insurance plan in the amount of $15,000.00 for each employee. The City shall pay the total cost for this plan.

ARTICLE 17

HOURS OF WORK

Sec. 1: **Hours of Work.** All Departments shall work a forty (40) hour workweek as the standard workweek unless otherwise provided. The Supervisors shall set the hours of work.

Sec. 2: **Time Sheets.** Timesheets serve as the legal authority to pay an employee. They also serve as a verification of time off, and provide the legal basis to grant an employee benefits, including workers' compensation as appropriate. Employees are to provide an accurate accounting of all hours worked and leave used during a pay period on a timesheet.

All absences from an employee's regular work schedule must be reported and accounted for. An employee's timesheet accounts for all hours in the pay period and must be verified and approved by the employee's supervisor.

Completed timesheets require the signatures of the employee and the supervisor. These signatures certify that, to the best of their knowledge, the information provided on the documents is true and correct. An intentional misrepresentation of hours worked constitutes fraud and will result in disciplinary action or possibly termination of employment.

Sec. 3: **Flextime.** Flextime is an alternate forty (40) hour workweek schedule by which an employee's workweek is determined by the needs of the job and is subject to Department Head or City Administrator approval.

Department Heads shall establish work periods and hours of work, which may differ from the hours of work to meet special department needs, projects or workloads. Special department needs and projects shall include, but not be limited to, infrastructure construction, standard workweek snow removal, street painting, recycling, football events, tract events, auditorium events, official committee and board meetings of the City, and any other known work that occurs before 7:30 a.m. or after 5:00 p.m. Monday through Friday or on weekends.

Department Heads are encouraged to use flextime whenever feasible to minimize overtime or the accumulation of compensatory time.

ARTICLE 18

OVERTIME, CALL BACK AND ON CALL

Sec. 1: **Overtime & Compensatory Time.**

Overview: All compensatory/overtime work should be held to a minimum and should be authorized in advance in writing by the appropriate supervisor. Each supervisor is responsible for and expected to use good judgment in determining what constitutes legitimate and necessary compensatory/overtime work.

In unusual situations in which prior approval may not have been practical or possible and the required completion of a specific project, assignment, or official travel results in overtime or compensatory time worked, the appropriate supervisor may verbally approve the unauthorized time based on the circumstances involved, but it should be reported to the City Administrator in a reasonable timeframe.

Definitions:

A. **Overtime** is the amount of time someone works beyond normal working hours, i.e., the standard forty (40) hour workweek.

B. **Compensatory Time** refers to a type of work schedule arrangement that allows (or requires) workers to accumulate leave time and take time off instead of receiving overtime pay.

Sec. 2: **Nonexempt Employees Overtime & Compensatory Time.**

Overtime. According to the Fair Labor Standards Act (FLSA), time worked in excess of forty (40) hours in one (1) week will be paid at the rate of time and one-half the regular rate of pay.

Compensatory Time. Compensatory time may be accumulated in lieu of time and one-half pay for overtime worked at the discretion of the City Administrator. These hours shall be recorded in the payroll system at the time of accrual and use. Hours worked in excess of eight (8) hours in one (1) day may not necessarily be counted as overtime.

When compensatory time is allowed by the Department Head or City Administrator, an employee may accrue no more than eighty (80) hours of compensatory time at any given time. Any exceptions to this provision must be authorized by the City Administrator.

Compensatory time shall be used within the same pay period from when it was earned. If compensatory hours are earned during the last week of the pay period, those hours may be carried over to be used during the next week following the pay period in which they were earned.

Designated holidays, vacation time, individual selectable days, and sick leave time are included as hours of work for the purpose of calculating overtime during the week in which they fall.

Sec. 3: **Work on Holidays.** If an employee is required to work on a holiday, he/she shall receive eight (8) hours of work credited to the total work week hours plus the number of hours actually worked on the holiday to be credited to the total week hours.

Sec. 4: **Call Out Time.** If after an employee has left his/her place of work and he/she is called back for duty, he/she shall be paid for at least two (2) hours of work, which shall be included in time worked in calculating overtime for that week. For purposes of calculating Call-Out Time, hours worked shall include two (2) hours plus actual time worked after two (2) hours.

Sec.5: **On Call Time.** An employee who carries a pager for a week will be credited with four (4) hours of compensatory time if the hours for that week total less then forty (40) hours. If the hours total forty (40) or more, a maximum of four hours will be credited toward compensatory time. If is on call during a holiday week, they will be credited eight (8) hours of compensatory time. While an employee is On-Call Time, he/she will receive $3 per hour for the time they are on call, he/she shall be in a place and situation that allows for a response to any situation or need within thirty (30) minutes.

Sec. 6: **Standby Time.** City Power Plant employees, who are not On-Call, will be credited with two (2) hours of compensatory time during such times as Nebraska Public Power District mandates the David City Power Plant standby for possible electric energy production. An employee who is On-Call shall not receive any compensation for Standby Time. While an employee is on Standby Time, he/she shall be in a place and situation that allows for a response to any situation or need within thirty (30) minutes.

Sec. 7: **Breaks.** A fifteen (15) minute break shall be allowed for each four (4) hours of work. If work conditions are such that travel, cleanup, etc., plus the break require more than fifteen (15) minutes, the break shall be taken on the site.

Sec 8: **Retention Percentage Increase**. Schedule A attachment of this contract shall increase by 2% per year, (including in a rollover year)

ARTICLE 19

SPECIAL PROVISIONS

Sec. 1: **Employee Residence.** All Departments that may be called back to work for emergency purposes (Water Department, Sewer Department, Electric Department, Street Department, and Power Plant Department) are required to reside within a fifteen (15) mile radius of the established city limits of David City.

Sec. 2: **Full-Time Employee Discounts.**

- 10% off Auditorium Rentals (including bar charges)
- 10% off Swimming Pool Passes (family, couple, or single)
- 10% off Schweser House Rentals

- Gravel, White Rock, Mud Rock, etc. - allowed to purchase at cost

Sec. 3: **License and Fees.** The City shall pay the fees for all licenses required for the employees.

Sec. 4: **Continued Education.** The City shall pay for all continued education for all employees of the City, including the journeyman program for the Electric Dept. and Grades for the Water Dept.

Sec 5: **Clothing Allowance.** The City shall pay up to $750.00 per year for an employees clothing allowance (boots, jeans, shirts, etc.) All receipts shall be signed/dated and turned into the City office after purchase.

Sec. 6: **Influenza and Hepatitis B Vaccination.** The City shall offer an annual influenza shot for all employees who elect to participate. Employees who are required to work with or at any Wastewater Treatment Facility Plant, Equipment and/or System will be provided at their option, vaccination shots for Hepatitis B at the expense of the City.

ARTICLE 20

RATE OF PAY

Sec. 1: Effective October 1, 2026, wages for employees covered by this Agreement shall be in accordance with the Pay Step Plan set forth in Schedule A attached hereto which identifies Steps 1 through 6 for each job classification. An employee shall be eligible for a one step pay increase after completion of a one (1) year period beginning with the original date of employment in the job classification. Employees' placement on the Pay Step Plan is set forth in Schedule B attached hereto. An employee shall be paid at 95% of their pay rate for a six (6) month probation period. When an employee moves to a higher classification, they shall be slotted into a step closest, but not less than their current wage. If there is an adjustment to the pay scale the employee will stay on their current step.

ARTICLE 21

SCOPE OF AGREEMENT

Sec. 1: The parties mutually agree that this Agreement constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This Agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

Sec. 2: This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or

litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

Sec. 3: The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE 22

MANAGEMENT RIGHTS

Sec. 1: All Management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the Employer heretofore possessed and hereinafter granted by virtue of law, regulations or resolutions.

Sec. 2: The Union acknowledges the concept of "inherent management rights" and agrees that this concept shall be made fully applicable to the terms of the Agreement with respect to the utilization of the grievance procedure of this Agreement and with respect to any exercise of this Article.

Sec. 3: In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, and are not in conflict with this Agreement.

A. The right to determine, effectuate and implement the objectives and goals of the City.
B. The right to manage and supervise all operations and functions of the City.
C. The right to determine services to be provided, including the right to establish, allocate, schedule, assign, modify, change, subcontract and discontinue City operations, work shifts and working hours.
D. The right to establish, modify, change and discontinue work standards.
E. The right to direct and arrange working forces including the right to hire, examine, classify, promote, train, transfer, assign, and retain employees; maintain discipline and control and use of City property; suspend, demote, discharge or take other disciplinary action against employees; and to relieve employees from duty due to lack of work, lack of funds, a decision to subcontract or discontinue City operations or other legitimate reasons and not in conflict with this Agreement.
F. The right to increase, reduce, change, modify and alter the size and composition of the work force.
G. The right to determine, establish, set and implement management organization policies of the City for the selection, training, transfer and reorganization of employees.

H. The right to create, establish, change, modify, subcontract and discontinue any City function or operation.
I. The right to establish, implement, modify and change financial policies, budget control policies, accounting procedures, prices of goods or services, and public relations procedures and policies.
J. The right to adopt, modify, change, enforce or discontinue any existing work rules, regulations, procedures, policies and other terms and conditions of employment of the City which are not in conflict with this Agreement or state statute.
K. The right to determine and enforce employee work abilities and quality and quantity standards.
L. The right to establish the location of offices, including the establishment of new offices and the relocation and closing of old offices.
M. The right to maintain order and efficiency.

The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights retained by the Employer.

ARTICLE 23

WORK RULES

The Employer may adopt rules and regulations for the operation of the City and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America. Any terms or conditions not covered in this Agreement will be adhered to as currently written in the City Employee Handbook as revised from time to time and been subject to negotiation if a mandatory subject of bargaining or waived by the union.

ARTICLE 24

SMOKING POLICY

Smoking is prohibited throughout Employer's facilities and vehicles.

ARTICLE 25

C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between the effective date of this Agreement, and September 30, 2027.

ARTICLE 26

DURATION OF AGREEMENT

Sec. 1: This Agreement shall be in full force and effective upon execution of this Agreement to September 30, 2027, only.

Sec. 2: In the event either party to this Agreement provides sixty (60) days' written notice to the other prior to the expiration of this Agreement of a desire to meet for the purpose of negotiating a replacement contract, the party receiving such notice agrees to respond within (7) calendar days for the purpose of establishing mutually agreeable times and places for the commencement of bargaining on a replacement contract. In the event neither party provides notice to meet for the purpose of negotiating a replacement contract, the contract shall continue in full force.

ARTICLE 27

SIGNATURE

The parties hereto have caused the Agreement to be executed by their proper officers hereunto duly authorized and effective as of the ____ day of_____, 2026.

CITY OF DAVID CITY

_____
MAYOR

_____
CITY ADMINISTRATOR

LOCAL 1536, I.B.E.W.

_____
BUSINESS MANAGER

`

ARTICLE 27

SIGNATURE

The parties hereto have caused the Agreement to be executed by their proper officers hereunto duly authorized and effective as of the ____ day of_____, 2026.

CITY OF DAVID CITY	LOCAL 1536, I.B.E.W.
_____	_____
MAYOR	BUSINESS MANAGER
_____	
CITY ADMINISTRATOR	