AGENDA: CITY OF PLAINVIEW COUNCIL MEETING, DECEMBER 9, 2025 6:30 O'CLOCK P.M. *As of 12/2/2025

OPEN MEETING LAW POSTED IN COUNCIL CHAMBERS

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

Manor

Police Chief

Economic Development Report City Superintendent Report

City Attorney

- 5 Mayor Board Appointments
 - *Advisory Board for Parks and Pool (1)- term through December 2026
 - *Housing Board (1) term through December 2029
 - *Tree Board- Jason Smith, Larry Petersen- 2 year term
- 6 Discussion/Action-Resolution #739 City of Plainview Employee Per Diem Meal Rates
- 7 Discussion/Action-Appointment of City Engineer and City Street Superintendent
 - *City Engineer- Miller & Associates
 - *City Street Superintendent- Chris Miller Lic. S-1091 Class A E-8775
- 8 Discussion/Action-LARM Insurance Renewal effective 10/1/2025 \$114,314.00
- 9 Public Hearing One and Six Street Improvement- 7:00 PM
- 10 Discussion/Action-Resolution #740 One and Six Street Improvement Plan 2026
- 11 Discussion/Action-Ordinance #1016 Sale of Real Estate 105 S Maple to Christopher VanHouten
- 12 Discussion/Action-approval of Plainview Manor Board Bylaws
- 13 Discussion/Action-approval of contract for City Administrator
- 14 Discussion/Action-remove and/or replace electronic sign at Carnegie Library
- 15 Council Comments
- 16 Public Comments



MEETING OF THE CITY COUNCIL TUESDAY, NOVEMBER 11, 2025

A meeting of the Mayor and Council of the City of Plainview, Nebraska, was held at the Council Chambers in said City on the 11th day of November at 6:30 o'clock P.M.

Roll call was held and present were: Mayor Smith; Council Members: Born, Janovec and Doty Absent: Sanne

The Pledge of Allegiance was then recited.

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

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

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

Janovec moved to open the public hearing for the One and Six Year Street Improvement Plan at 6:30 PM. Doty seconded the motion. Motion carried 3-0

Chris Miller of Miller & Associates explained the purpose of the One and Six Year Street Improvement plan. The current proposed plan has approximately \$500,000 for the one year plan and \$2.3 million for the six year plan. Approval of the plan is needed for the City to receive Highway Allocation funding from the State of Nebraska.

Janovec moved to close the public hearing at 6:38 PM. Doty seconded the motion. Motion carried 3-0.

A formal Resolution to adopt the One and Six Year Street Improvement plan will be presented at the December council meeting.

Janovec moved to approve the council meeting minutes from October 14th. Doty seconded the motion. Motion carried 3-0.

Janovec moved to approve claims and payroll. Doty seconded the motion. Motion carried 3-0.

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

RESOLUTION #738

SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2025

Whereas: State of Nebraska Statues, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Inventive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License(if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e. employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor of Plainview is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Council member Born seconded the foregoing motion and on roll call on the passage and adoption of said resolution, the following voted Aye; Born, Janovec and Doty Nay: None. Whereupon the Mayor declared said motion carried and Resolution #738 is passed and adopted.

Manor Administrator Juleen Johnson stated there were updates to the Manor Board bylaws, Clark & Enerson updates for the proposed renovations to the facility, Kaleb Hight's last day will be November 20th for consulting services at the facility and an Adopt A Resident program for Christmas.

At 6:46 PM Born moved to open the public hearing for the LB840 Six Month Review. Janovec seconded the motion. Motion carried 3-0

City Clerk Retzlaff provided a recap of the projects the LB840 board had approved which included business loans for Brick Oven and Bakery, Cool Beanz LLC and sign grants for Northeast Nebraska Diesel Service and Cool Beanz LLC.

Born moved to close the public hearing at 6:48 PM. Janovec seconded the motion. Motion carried 3-0.

Police Chief Hallock reported that she will be applying for grant funding through Region 11 Emergency Management for hand gun optics for the department and also provided an update on nuisance properties.

City Clerk Retzlaff stated she had been contacted by NENEDD regarding grant opportunities available for Plainview Manor for their proposed renovations to the facility. Retzlaff will explore the grant options and work with Manor Administration.

City Administrator Tarr reported that the paving project on Lincoln Avenue and Pine Street was completed, the RV dump station in Chilver's Park was finished and all park bathrooms have been winterized for the year. An update on the status of the PCSI building was also provided.

Mayor Smith recommended Eric Woita to serve on the Zoning Board through June 30, 2028. Born moved to approve the appointment. Doty seconded the motion. Motion carried 3-0.

Positions are still open on the Advisory Board for Parks and Pool and Housing Board. Interested citizens should contact Mayor Smith.

Resolution #739 for City of Plainview Employee Per Diem Meal Rates will be tabled until the December meeting.

Bud's Sanitary Service LLC provided proposed rate increase of \$616 per month which would make the new yearly contract \$73,596.00. A formal contract will be passed before January 31, 2026.

Discussion on the Manor Board approved bylaws was held. Request for changes were made and City Attorney Petersen will send an updated copy to Manor Administrator Johnson and with council approval in December.

The personnel committee met and recommended a 3% wage increase for City Administrator Tarr, bringing the annual salary rate for FY 2025-2026 to \$94,126.55. Born moved to approve the wage for Tarr. Doty seconded the motion. Motion carried 3-0.

Motion was made by Born and seconded by Doty to waive the second and third readings of Ordinance No. 1014. Upon roll call vote, the following members voted AYE: Born, Janovec, and Doty. The following voted NAY: None. Motion carried 3-0. Whereupon the Mayor declared the second and third readings of said Ordinance No. 1014 waived.

Motion was made by Born and seconded by Doty to approve Ordinance No. 1014. Upon roll call vote, the following members voted AYE: Born, Janovec and Doty. The following voted NAY: None. Motion carried 3-0. Whereupon the Mayor declared said Ordinance No. 1014 approved.

ORDINANCE #1014

AN ORDINANCE TO SET THE SALARY AND EMPLOYMENT TERMS FOR THE CITY ADMINISTRATOR.

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

Section 1. That the Ordinance setting the salary and employment terms for the City Administrator, should be amended as follows:

- 1. That effective October 1, 2025 the salary for the City Administrator shall be set at the annual amount of \$94,126.55 as base salary, paid on the normal City payroll schedule, plus benefits as normally provided to full time employees, with future cost of living and merit adjustments to be set by Resolution;
- 2. That any other details, not in conflict with the City Code, shall be handled as separate agenda items, approved by motion and set forth in the minutes of the City Council.

Section 2. Any other ordinance or section passed and approved prior to passage, approval and publication of this ordinance and in conflict with its provisions is repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

Approval of the Employment Contract for City Administrator Tarr will be tabled until December meeting.

Motion was made by Born and seconded by Doty to waive the second and third readings of Ordinance No. 1015. Upon roll call vote, the following members voted AYE: Born, Janovec, and

Doty. The following voted NAY: None. Motion carried 3-0. Whereupon the Mayor declared the second and third readings of said Ordinance No. 1015 waived.

Motion was made by Born and seconded by Doty to remove Section 4 (A)(a) regarding the age requirement of 18 years of age and approve Ordinance No. 1015. Upon roll call vote, the following members voted AYE: Born, Janovec and Doty. The following voted NAY: None. Motion carried 3-0. Whereupon the Mayor declared said Ordinance No. 1015 approved.

ORDINANCE #1015

AN ORDINANCE OF THE CITY OF PLAINVIEW, NEBRASKA, REGULATING THE OPERATION OF ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES, AND GOLF CAR VEHICLES ON CITY STREETS; TO PROVIDE FOR LICENSING AND FEES; TO ESTABLISH RULES OF OPERATION AND EQUIPMENT REQUIREMENTS; AND TO PROVIDE FOR PENALTIES FOR VIOLATIONS.

Born moved to adjourn the meeting. I	Ooty seconded. Motion carried 3-0
TIME: 7:43 P.M.	
Robert Smith, Mayor	_
ATTEST:	(SEAL)
Courtney Retzlaff, City Clerk/Treasur	rer

I, the undersigned, City Clerk for the City of Plainview, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on 11/11/2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four

hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Courtney Retzlaff, City Clerk/Treasurer	(SEAL)
GENERAL ACCOUNT	

16078	CMBA Architects	Svc	500.00
16079	USA Bluebook	Su	500.00
16080	Verizon Wireless	Cellphones	439.55
16081	Tech Harbor Digital	Svc	75.00
16082	Allo Business	Svc	79.20
16083	Kristy Hallock	Reim	120.00
16084	Andrew Funston	Reim	120.00
16085	Eakes Office Solutions	Su	201.40
16086	Cintas	Su	196.87
16087	Street Improvement	Paving Assessments	7,602.31
16088	Visa	Su	138.00
16089	Plainview News	Ads/Legals/Su	990.91
16090	MASA	Emp Ins	140.00
16091	Trumbull Recreation Supply Co Inc	Su	411.50
16092	Postmaster	Postage	33.80
16093	City of Plv Housing Authority	Housing Loan Pmt	111.00
16094	City of Plainview	IRP Loan Pmt	632.65
16095	PCED	Membership Dues	6,410.00
16096	City of Plainview	Pool Sales Tax	7,277.00
16097	City of Plainview	Library Sales Tax	4,851.32
16098	City of Plainview	Manor Sales Tax	4,851.32
16099	City of Plainview	Eco Dev Sales Tax	4,851.32
16100	Midwest Bank	Emp HSA	881.00
16101	New York Life	Emp Ins	92.20
26430			
THRU			

26433	City Employees	Payroll 10-15-2025	23,300.97
26434	eny Employees	1 4 7 10 10 20 20	20,000.
THRU			
26436	City Employees	Payroll 10-30-2025	19,748.25
26437	Aflac	Emp Ins	294.58
26438	Alby's Electric	Su	97.58
26439	Altwine Hardware & Home LLC	Su	611.03
26440	Barco	Su	289.82
26441	Bomgaars	Su	1,246.86
26442	Bud's Sanitary Service LLC	Svc	5,517.00
26443	Casey's Business MasterCard	Fuel	268.04
26444	Chad's Tire Service	Svc	37.00
26445	City of Plainview	IRP Loan Pmt	359.43
26446	Classic Rentals	Su	141.05
26447	Cornhusker International Trucks Inc	Su	37.50
26448	Courtney Retzlaff	Reim- Mileage	93.40
26449	Dd Steel LLC	Su	1,633.33
26450	Donna Christiansen	Reim- Mileage	196.70
26451	Eakes Office Solutions	Copier Contract	215.45
26452	Fairfield Inn & Suites	Hotel Rooms	1,014.00
26453	Heartland Veterinary	Svc	37.15
26454	Tech Harbor Digital	Svc	75.00
26455	Hometown Leasing	Copier Lease	354.42
26456	Husker Ag LLC	Su	160.00
26457	Ingram Library Services	Books/Audiobooks	665.60
26458	Jarecki Sharp & Petersen PC LLO	Legal Fees	800.00
26459	Johnson Repair	Svc	108.99
26460	Kevin Noreen	Meter Deposit Refund	60.36
26461	LP Gill Inc	Svc	8,052.85
26462	Laminator.com	Su	119.31
26463	Mahaska	Su	81.34
26464	Matheson Tri-Gas Inc	Su	112.35
26465	Matthew Nichols	Meter Deposit Refund	50.24
26466	Menards	Su	962.29
26467	Miller & Associates Consulting Engineers	Consulting Fees	38,657.64
26468	Moeller Sprinkler Service	Svc	69.00
26469	Municipal Supply Inc of Omaha	Su	663.75
26470	NE Public Health Env Lab	Svc	46.00
26471	Nebraska DWEE	Water Operator Lic	345.00
		Renewals	

26472	NCPPD	Svc	7,201.48
26473	VOID		
26474	Northeast Nebraska Clerks Association	Membership Dues	20.00
26475	AMGL	Audit Svc	6,000.00
26476	Pierce Broadband Networks	Svc	56.84
26477	Pierce County Treasurer	LB644 Postcards	258.85
26478	Plainview Public Schools	Liq Lic Fees	600.00
26479	Plainview Telephone Co Inc	Svc	1,160.60
26480	POAN	Su	49.00
26481	Prism Sales	Su	1,895.00
26482	Sirchie Acquisition Co LLC	Su	38.45
26483	Stan Houston Equipment Co Inc	Su	301.00
26484	Titan Machinery	Su	437.60
26485	TWD Lock, Safe & Key	Svc	35.58
26486	ULine	Su	73.90
26487	Wesco Receivables Corp	Su	1,620.00
26488	West Hodson Lumber	Su	445.00
ACH	4Imprint Inc	Su	405.62
ACH	Aflac Inc	Emp Ins	243.32
ACH	Allied Benefit Services	Emp Ins	14,622.45
ACH	Black Hills Energy	Svc	239.15
ACH	Black Hills Energy	Svc	16.59
ACH	Coleman Equipment Inc	Su	102.23
ACH	Colonial Life Processing Center	Emp Ins	412.58
ACH	CrashPlan Pro	Svc	9.99
ACH	Deluxe Business Checks	Su- Checks	464.72
ACH	EFTPS	Fed W/H Tax	7,112.68
ACH	EFTPS	Fed W/H Tax	6,168.44
ACH	Empower Retirement	Pension	2,455.09
ACH	Empower Retirement	Pension	2,421.67
ACH	First Data Merchant Svc	Svc	128.40
ACH	Dearborn Life Ins Co	Emp Ins	60.00
ACH	FP Finance Program	Postage Machine Lease	98.95
ACH	Hampton Inn	Hotel Rooms	388.18
ACH	Healthplan Svcs Inc	Emp Ins	75.90
ACH	Midwest Bank	NSF Return	86.29
ACH	Midwest Bank	Svc	50.00
ACH	NE Dept of Revenue	State W/H Tax	1,566.25
ACH	NE Dept of Revenue	Sales & Use Tax	1,860.04
ACH	NPAIT	Gen Acct Int	2,586.19

ACH ACH ACH	PoliceOne Academy Street Improvement USPS Zoom Video Comm Inc	Svc Transfer from Gen Acct Postage Svc	99.00 81,164.08 352.58 16.99
ECONOM	IC DEVELOPMENT SALES TAX	ACCOUNT	
1310	Cool Beanz LLC	Grant	1,000.00
STREET I	MPROVEMENT ACCOUNT		
1025	NLC, LLC	Street Paving	394,078.31
WENG : C	COLUM		
KENO AC	COUNT		
1190	Klown Doll Museum	Grant	1,225.00

12/2/2025 8:28:47 AM

Check Register - Detail City of Plainview

<u>Check #</u> 21004	Date 11/28/2025 2100-513 2100-513 2400-513 2600-513 2800-513 3200-513 3200-513 3500-513 4400-513	Acct# Name ALLIED BENEFIT SERVICES INV 0001120495 EMP HEALTH INS	667.70 2,003.07 667.70 2,537.22 667.70 2,537.22 1,669.22 2,537.22 667.70	<u>Amount</u> 14,622.45
21005	11/28/2025 1000-532 1000-532	ALLO BUSINESS INV 8708 MICROSOFT 365 INV 8567- PASSWORD RESET	79.20 32.00	111.20
21006	11/28/2025 2100-532 2400-532 2600-532 3500-532	ALLSTAR PARTS LLC ACCT 2155 SUPPLIES ACCT 2155 SUPPLIES ACCT 2155 SUPPLIES ACCT 2155 SUPPLIES	241.45 15.99 140.21 159.92	557.57
21007	11/28/2025 4200-532	459 ARBOR DAY FOUNDATION INV SS135146872- FLAGS	127.90	127.90
21008	11/28/2025 2100-532	BAZILE AGGREGATE CO LLC INV 5087- SAND	195.29	195.29
21009	11/28/2025 1000-526 2100-526 2800-526 4400-526	BLACK HILLS ENERGY SVC OCTOBER 2025 SVC OCTOBER 2025 SVC OCTOBER 2025 SVC OCTOBER 2025	99.60 60.27 68.97 156.55	385.39
21010	11/28/2025 2400-532 3200-532	CINTAS INV 5300453202- SUPPLIES INV 5298223308 - SUPPLIES	125.34 386.10	511.44
21011	11/28/2025 1000-537 1000-537 1000-537 1000-537	24 CITY OF PLAINVIEW IRP LOAN PRINCIPAL PMT 3 BROTHERS IRP LOAN INTEREST PMT 3 BROTHERS IRP LOAN PRINCIPAL PMT 3 BROTHERS IRP LOAN INTEREST PMT 3 BROTHERS	206.74 280.40 61.75 83.76	632.65
21012	11/28/2025 9500-202	24 CITY OF PLAINVIEW POOL SALES TAX SEPTEMBER 2025	11,073.27	11,073.27
21013	11/28/2025 9500-202	24 CITY OF PLAINVIEW LIBRARY SALES TAX SEPTEMBER 2025	7,382.19	7,382.19
21014	11/28/2025 9500-202	24 CITY OF PLAINVIEW MANOR SALES TAX SEPTEMBER 2025	7,382.19	7,382.19
21015	11/28/2025 9500-202	24 CITY OF PLAINVIEW ECO DEV SALES TAX SEPTEMBER 2025	7,382.19	7,382.19
21016	11/28/2025 1000-531 1000-531	CITY OF PLV HOUSING AUTHORITY HOUSING LOAN PRINCIPAL PMT HOUSING LOAN INTEREST PMT	90.33 20.67	111.00
21017	11/28/2025 1000-531 1000-531	CITY OF PLV OSM/PLV HOUSING HOUSING LOAN PRINCIPAL PMT HOUSING LOAN INTEREST PMT	43.45 7.15	50.60
21018	11/28/2025 2600-513 2800-513 3200-513	COLONIAL LIFE PROCESSING CENTER EMP INS EMP INS EMP INS	167.30 110.82 134.46	412.58
21019	11/28/2025	CRASHPLAN PRO		9.99

Check #	<u>Date</u> 1000-532	Acct# Name INV 1831-1047408 MONTHLY SVC 9.99	Amount
21020	11/28/2025	137 ELECTRONIC FEDERAL TAX	6,795.77
	2100-511 2100-514	PAYROLL TAXES 509.96 PAYROLL TAXES 317.66	
	2400-511	PAYROLL TAXES 317.66 PAYROLL TAXES 534.10	
	2400-511	PAYROLL TAXES 223.01	
	2600-511	PAYROLL TAXES 220.18	
	2600-514	PAYROLL TAXES 142.98	
	2800-511	PAYROLL TAXES 1,011.80	
	2800-514	PAYROLL TAXES 532.46	
	3200-511	PAYROLL TAXES 900.59	
	3200-514	PAYROLL TAXES 395.64	
	3400-511	PAYROLL TAXES 30.24	
	3400-514	PAYROLL TAXES 30.24	
	3500-511	PAYROLL TAXES 773.50	
	3500-514	PAYROLL TAXES 349.56	
	4400-511	PAYROLL TAXES 424.24	
	4400-514	PAYROLL TAXES 271.61	
	3900-511	PAYROLL TAXES 67.75	
	3900-514	PAYROLL TAXES 60.25	
21021	11/28/2025	137 ELECTRONIC FEDERAL TAX	6,715.38
21021	2100-511	PAYROLL TAXES 508.43	0,7 13.30
	2100-514	PAYROLL TAXES 339.72	
	2400-511	PAYROLL TAXES 510.52	
	2400-514	PAYROLL TAXES 216.93	
	2600-511	PAYROLL TAXES 220.18	E
	2600-514	PAYROLL TAXES 142.98	l .
	2800-511	PAYROLL TAXES 966.02	
	2800-514	PAYROLL TAXES 514.10	
	3200-511	PAYROLL TAXES 1,078.32	
	3200-514	PAYROLL TAXES 448.65	
	3400-511	PAYROLL TAXES 39.34	
	3400-514	PAYROLL TAXES 39.34	
	3500-511	PAYROLL TAXES 793.47	
	3500-514 4400-511	PAYROLL TAXES 355.56 PAYROLL TAXES 287.39	
	4400-511	PAYROLL TAXES 267.38 PAYROLL TAXES 132.14	
	3900-511	PAYROLL TAXES 63.77	
	3900-514	PAYROLL TAXES 58.52	
21022	11/28/2025	EMPOWER RETIREMENT	2,455.93
	2100-511	PENSION 197.53	
	2100-515 2400-511	PENSION 197.53 PENSION 135.62	
	2400-511	PENSION 135.62 PENSION 135.62	
	2600-511	PENSION 102.67	
	2600-515	PENSION 102.67	
	2800-511	PENSION 500.00	
	2800-515	PENSION 347.00	
	3200-511	PENSION 118.02	
	3200-515	PENSION 118.02	
	3500-511	PENSION 205.22	2
	3500-515	PENSION 128.2	7
	4400-511	PENSION 83.8	
	4400-515	PENSION 83.8	3
21023	11/28/2025	EMPOWER RETIREMENT	2,466.51
	2100-511	PENSION 214.2	4
	2100-515	PENSION 214.2	
	2400-511	PENSION 135.6	
	2400-515	PENSION 135.6	
	2600-511	PENSION 102.6	
	2600-515	PENSION 102.6	7

Check #	<u>Date</u> 2800-511 2800-515 3200-511 3200-515 3500-511	Acct# Name 488.58 PENSION 335.58 PENSION 118.02 PENSION 118.02 PENSION 205.22	Amount
	3500-515 4400-511 4400-515	PENSION 128.27 PENSION 83.88 PENSION 83.88	
21024	11/28/2025 2100-513 2100-513 2400-513 2600-513 2800-513 2800-513 3200-513 3200-513 3500-513 4400-513	DEARBORN LIFE INSURANCE CO. EMPLOYEE LIFE INSURANCE 6.00 EMPLOYEE LIFE INSURANCE 6.00	
21025	11/28/2025 1000-532	FP FINANCE PROGRAM INV 40583931 POSTAGE MACHINE LEASE 98.95	98.95
21026	11/28/2025 4200-532	GAYLE SELLIN SVC- OCT PARK BATHROOM CLEANING 400.00	400.00
21027	11/28/2025 2100-532	GUTTER CREW INC INV 552075 REPAIR STREET SHED 497.50	497.50
21028	11/28/2025 2100-513 2600-513 2800-513 3200-513	HEALTHPLAN SERVICES, INC EMP VISION INS EMP VISION INS EMP VISION INS EMP VISION INS 11.70 EMP VISION INS 17.40	
21029	11/28/2025 2100-532	KUMM CONSTRUCTION LLC INV 1350 REPAIRS 4,540.78	4,540.78
21030	11/28/2025 2100-513 2100-513 2400-513 2600-513 2800-513 2800-513 3200-513 3500-513 4400-513	MASA INV 2238918 EMP INS 14.00	
21031	11/28/2025 2400-511 2600-511 2800-511 3200-511	15 MIDWEST BANK EMP HSA NOVEMBER 2025 191.00 EMP HSA NOVEMBER 2025 50.00 EMP HSA NOVEMBER 2025 440.00 EMP HSA NOVEMBER 2025 200.00))
21032	11/28/2025 1000-538	15 MIDWEST BANK NSF RETURN 108.34	108.34 1
21033	11/28/2025 1000-532	15 MIDWEST BANK SVC CHARGE MERCHANT CAPTURE 50.00	50.00
21034	11/28/2025 1000-532 2400-532 4400-532	367 MITCH'S FOOD CENTER SUPPLIES 99.98 SUPPLIES 325.99 SUPPLIES 45.83	9

		City of Plainview		
<u>Check #</u> 21035	Date 11/28/2025 2100-511 2400-511 2600-511 2800-511 3200-511 4400-511 3900-511	Acct# Name 69 NEBRASKA DEPARTMENT OF REVENUE STATE W/H TAX OCT 2025	240.95 230.83 84.72 497.84 410.97 324.53 150.06 47.11	<u>Amount</u> 1,987.01
21036	11/28/2025 9500-202	69 NEBRASKA DEPARTMENT OF REVENUE SALES & USE TAX OCTOBER 2025	1,533.38	1,533.38
21037	11/28/2025 2600-561 2600-562 2600-563	NEBRASKA DWEE INV 10101 SRF SEMI ANNUAL PRINCIPAL INV 10101 SRF SEMI ANNUAL INTEREST INV 10101 SRF SEMI ANNUAL ADMIN FEE	28,902.41 436.25 436.25	29,774.91
21038	11/28/2025 1000-121	NEBRASKA PUBLIC AGENCY INVESTMENT TRUST GEN ACCT INTEREST OCT 2025	2,435.29	2,435.29
21039	11/28/2025 1000-524	444 NORFOLK DAILY NEWS ADS- FIRE PREVENTION WEEK	40.00	40.00
21040	11/28/2025 2400-532	OFFICE MAX PRINTER FOR SHOP	139.99	139.99
21041	11/28/2025 2400-532	70 POSTMASTER POSTAGE WATER SAMPLES	33.80	33.80
21042	11/28/2025 2400-532	70 POSTMASTER POSTAGE WATER SAMPLES	35.95	35.95
21043	11/28/2025 4200-532	REARDON LAWN & GARDEN INV 18782- SUPPLIES	55.58	55.58
21044	11/28/2025 3500-532	401 SCHAEFER GRAIN CO. INV 227290 - SUPPLIES	26.65	26.65
21045	11/28/2025 3500-532	401 SCHAEFER GRAIN CO. SCALE TICKETS	342.00	342.00
21046	11/28/2025 2100-532 2100-532 2100-532 2400-532 2600-532 2800-532 3500-532	60 STEINKRAUS SERVICE FUEL BATTERIES OIL FUEL FUEL FUEL FUEL FUEL FUEL FLAT REPAIR	688.50 339.90 189.90 73.00 101.00 43.00 1,237.90 75.00	2,748.20
21047	11/28/2025 6000-561 6000-562 6000-529	290 STREET IMPROVEMENT PAVING ASSESSMENT PRINCIPAL PMT PAVING ASSESSMENT INTEREST PMT COMMISSION FEE	4,922.49 1,078.09 (90.01)	5,910.57
21048	11/28/2025 2100-553	290 STREET IMPROVEMENT PAVING ASSESSMENT APP #3 PMT	197,039.15	197,039.15
21049	11/28/2025 2600-532	SYNCHRONY BANK/AMAZON SUPPLIES	95.52	95.52
21050	11/28/2025 2100-532	SYNCHRONY BANK/AMAZON SUPPLIES	250.56	250.56
21051	11/28/2025 2100-532	ULINE INV 199943560- REFLECTIVE SLEEVES	724.57	724.57
21052	11/28/2025 2400-532	139 UNITED STATES POSTAL SERVICE POSTAGE UB DECEMBER	117.93	353.80

Check Register - Detail

Page 5 of 5 City of Plainview Check # Date Acct# Name Amount 2600-532 POSTAGE UB DECEMBER 117.93 3500-532 POSTAGE UB DECEMBER 117.94 21053 11/28/2025 **USA BLUEBOOK** 335.18 INV00877118- SUPPLIES 155.50 2400-532 2400-532 INV00877118- SUPPLIES 11.26 2600-532 INV00877118- SUPPLIES 157.15 2600-532 INV00877118- SUPPLIES 11.27 21054 11/28/2025 **VERIZON WIRELESS** 439.82 2100-522 INV 6127389159 - CELLPHONES 39.94 2100-522 INV 6127389159 - CELLPHONES 39.94 2400-522 INV 6127389159 - CELLPHONES 40.21 2800-522 INV 6127389159 - CELLPHONES 39.94 3200-522 INV 6127389159 - CELLPHONES 39.94 3200-522 INV 6127389159 - CELLPHONES 40.01 3200-522 INV 6127389159 - CELLPHONES 80.02 3200-522 INV 6127389159 - CELLPHONES 39.94 3500-522 INV 6127389159 - CELLPHONES 39.94 3900-522 INV 6127389159 - CELLPHONES 39.94 21055 11/28/2025 VISA 281.14 ACCT 3004- SVC 281.14 4400-532 WESTERN OIL, INC 21056 11/28/2025 595.80 ACCT 403163- FUEL 2100-532 128.93

Report Setup

21057

Report selection: Check Register - Detail

Banks: Single

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

Starting Check Number: 21004 Ending Check Number: 21057 Starting Date: 11/28/2025

3200-532

4200-532

3900-532

1000-532

11/28/2025

Total Non-Void Checks

321,901.62

16.99

161.73

116.01

189.13

16.99

Payroll 11-14-2025 223215,37 Payroll 11-26-2025 21,321,41

ACCT 403163- FUEL

ACCT 403163- FUEL

ACCT 403163- FUEL

ZOOM VIDEO COMM INC

INV331218182 MONTHLY SVC

Acct

Check #

Vendor

Description



NO CLAIMS- NOVEMBER 2025

12/4/2025 11:19:37 AM

Check Register - Detail City of Plainview



Check # 26495	<u>Date</u> 12/9/2025 2100-553	Acct# Name 354 A & R CONSTRUCTION CO. CRUSHED CONCRETE- EAST OF TRACK	1,903.71	<u>Amount</u> 1,903.71
26496	12/9/2025 4100-532	ADDISON HODSON REIM- LIFEGUARD CERTIFICATION	250.00	250.00
26497	12/9/2025 2100-513 2100-513 2800-513 3200-513 3500-513 4400-513	AFLAC INV 219157 EMP INSURANCE	30.94 65.78 60.46 68.10 30.94 38.36	294.58
26498	12/9/2025 2400-532	AKRS EQUIPMENT SOLUTIONS, INC SUPPLIES	15.56	15.56
26499	12/9/2025 3200-513	ALEGENT CREIGHTON HEALTH SVC- ID 400079675	646.00	646.00
26500	12/9/2025 1000-532 2100-532 2400-532 3200-532 3500-532 4200-532	ALTWINE HARDWARE & HOME LLC SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	129.10 93.87 188.04 206.52 38.97 3.99	660.49
26501	12/9/2025 1000-528	626 AMERICAN LEGAL PUBLISHING CORP INV 46514 2026 MODEL ORDINANCES	650.00	650.00
26502	12/9/2025 2400-520	ASHLYNN ICKLER METER DEPOSIT REFUND	61.00	61.00
26503	12/9/2025 2100-532	50 AUTO VALUE- NORFOLK SUPPLIES	17.98	17.98
26504	12/9/2025 2100-532 2100-532	BAZILE AGGREGATE CO LLC INV 5116- SAND INV 5128- SAND	255.65 126.49	382.14
26505	12/9/2025 2100-532	BLACKBURN MFG. CO. INV IN0019886- SUPPLIES PAINT	284.16	284.16
26506	12/9/2025 2800-532	BOB SMITH MILEAGE REIM- MEAN CONF 11/18-20	264.60	264.60
26507	12/9/2025 2100-532 2400-532 2600-532	BOMGAARS SUPPLIES SUPPLIES SUPPLIES	49.99 147.96 282.99	480.94
26508	12/9/2025 3500-532	BUD'S SANITARY SERVICE, LLC NOVEMBER 2025 SVC	5,517.00	5,517.00
26509	12/9/2025 2400-532	BULLSEYE FIRE SPRINKLER INC. INV 101547 BACKFLOW TEST	425.00	425.00
26510	12/9/2025 3200-532	CASEY'S BUSINESS MASTERCARD FUEL	119.68	119.68
26511	12/9/2025 3500-532	CHI HEALTH ACCT 543553 CDL PHYSICAL T JOHNSTC	100.00	100.00
26512	12/9/2025 1000-532 2100-532 2400-532	328 CLASSIC RENTALS SUPPLIES SUPPLIES SUPPLIES	60.00 8.00 93.14	161.14
26513	12/9/2025 2600-532 2600-532	CONSOLIDATED ELECTRICAL DISTRIBUTOR INV 9014793-00 SUPPLIES INV 9018820-00 SUPPLIES	77.00 600.08	677.08

Check #	Date	Acct# Name		Amount
	12/9/2025			
26514	2100-554	DINKEL IMPLEMENT CO. INV 018846 ROTARY CUTTER	2,700.00	2,700.00
26515	12/9/2025 4400-532	182 DONNA CHRISTIANSEN REIM MILEAGE LINCOLN MAKERSPACE (224.70	224.70
26516	12/9/2025	379 EAKES OFFICE SOLUTIONS		181.72
	1000-532	INV 9241501-0 1099/W2 FORM/ENVELOPI	99.96	
	3200-532	INV 707570- COPIER CONTRACT	81.76	
26517	12/9/2025 2800-520	ELGIN FERNAU METER DEPOSIT REFUND	263.25	263.25
26518	12/9/2025	FARMERS PRIDE		3,025.19
	2100-532	SUPPLIES BULK 15W40/5W30	756.32	5.
	2400-532	SUPPLIES BULK 15W40/5W30	756.29	
	2600-532	SUPPLIES BULK 15W40/5W30	756.29	
	3500-532	SUPPLIES BULK 15W40/5W30	756.29	
26519	12/9/2025 4200-532	GAYLE SELLIN SVC NOV 2025 PARK BATHROOM CLEAN	100.00	100.00
26520	12/9/2025	HOMETOWN LEASING		347.32
	1000-532	COPIER LEASE OFFICE	142.07	
	3200-532	COPIER LEASE POLICE	95.37	
	4400-532	COPIER LEASE LIBRARY	109.88	
26521	12/9/2025	65 INGRAM LIBRARY SERVICES		440.83
20321	4400-535	INV 91843720 BOOKS/AUDIOBOOKS (35)	440.83	440.03
	10101000			
26522	12/9/2025 1000-564	JARECKI SHARP & PETERSEN P.C. L.L.O. LEGAL FEES	800.00	800.00
	1000-304	ELGALTELS	000.00	
26523	12/9/2025	187 L.P. GILL, INC.	0 400 75	6,469.75
	3500-530	INV 5862C133 SVC NOVEMBER 2025	6,469.75	
26524	12/9/2025	LEAGUE ASSOCIATION OF RISK MANAGEMENT		514.15
	2100-525	INV 114941 2024-2025 WC AUDIT	291.92	
	2400-525	INV 114941 2024-2025 WC AUDIT	520.13	
	2600-525	INV 114941 2024-2025 WC AUDIT	(230.28)	
	2600-525	INV 114941 2024-2025 WC AUDIT	(5.86)	
	2800-525	INV 114941 2024-2025 WC AUDIT	(31.63)	
	2800-525	INV 114941 2024-2025 WC AUDIT	(769.68)	
	2800-525	INV 114941 2024-2025 WC AUDIT	30.04	
	3200-525	INV 114941 2024-2025 WC AUDIT	(986.01)	
	3400-525	INV 114941 2024-2025 WC AUDIT	(53.89)	
	3500-525	INV 114941 2024-2025 WC AUDIT	1,287.99	
	4100-525	INV 114941 2024-2025 WC AUDIT	(80.59)	
	4200-525 3900-525	INV 114941 2024-2025 WC AUDIT	376.27	
	3900-525	INV 114941 2024-2025 WC AUDIT	165.74	
26525	12/9/2025 2400-532	LED OUTFITTERS ORDER #1146042 LIGHTS	221.94	221.94
26526	12/9/2025	LOVE SIGNS, INC		832.50
20020	3200-532	INV 252893-1 50 ATV/UTV/GOLF CAR PLA	832.50	202.00
00507	40/0/0005	MATUECON TOL CAS, INC.		464.40
26527	12/9/2025 2400-532	MATHESON TRI-GAS, INC. INV 0032364479 SUPPLIES	161.19	161.19
	2400-002	1147 0002004473 0011 E1E0	101.10	
26528	12/9/2025	MENARDS	700 00	120.88
	2400-532	SUPPLIES	120.88	
26529	12/9/2025	15 MIDWEST BANK		12.00
20020	1000-532	SAFE DEPOSIT BOX	12.00	12.00
00=00	40/0/000			455.00
26530	12/9/2025 3400-521	MILLER & ASSOCIATES CONSULTING ENGINEERS INV 25-1303 C&D SITE PERMIT 2025	455.00	455.00
	3400-32 I	HAV 20-1000 OND OHE PENIVIH 2020	455.00	
26531	12/9/2025	367 MITCH'S FOOD CENTER	_ 150 mm = 1 mm	19.71
	2400-532	SUPPLIES	19.71	

Check #	Date	Acct# Name	<u>Amount</u>
26532	12/9/2025 2100-532	NATIONAL SIGN COMPANY, LLC IN0000298 STREET SIGNS, PAINT 2,290.11	2,290.11
26533	12/9/2025 1000-532	NE. ELECTRONICS RECYCLING & DISPOSAL INV 95712 74 COMPUTER MONITORS 370.00	370.00
26534	12/9/2025 2400-532	408 NE. PUBLIC HEALTH ENVIRONMENTAL LAB. INV 597390 WATER SAMPLES 165.00	165.00
26535	12/9/2025 2400-522 2600-522 3200-522	PIERCE BROADBAND NETWORKS INV 10179856 PHONE SVC 329-6000 18.94 INV 10179856 PHONE SVC 329-6000 18.94 INV 10179856 PHONE SVC 329-6000 18.96	56.84
26536	12/9/2025 1000-524 2100-524 3500-524 4400-524 3900-524 3400-524	51 PLAINVIEW NEWS ADS/LEGALS 469.78 ADS/LEGALS 5.45 ADS/LEGALS 49.50 ADS/LEGALS 13.10 ADS/LEGALS 114.88 ADS/LEGALS 49.50	702.21
26537	12/9/2025 1000-522 1000-554 2100-522 2400-522 2400-522 2400-522 2400-522 2600-522 3200-522 4400-522 3900-522	53 PLAINVIEW TELEPHONE CO., INC. PHONE SVC NOVEMBER 2025 183.22 PHONE AND CAMERA LEASE 262.91 PHONE SVC NOVEMBER 2025 79.77 PHONE SVC NOVEMBER 2025 61.26 PHONE SVC NOVEMBER 2025 55.15 PHONE SVC NOVEMBER 2025 63.20 PHONE SVC NOVEMBER 2025 53.89 PHONE SVC NOVEMBER 2025 50.70 PHONE SVC NOVEMBER 2025 229.67 PHONE SVC NOVEMBER 2025 71.76 PHONE SVC NOVEMBER 2025 60.15	1,171.68
26538	12/9/2025 1000-521	POWERMANAGER INV PMGMN0000565 VSP 1/26-12/26 9,519.60	9,519.60
26539	12/9/2025 3500-532	401 SCHAEFER GRAIN CO. SCALE TICKETS 303.00	303.00
26540	12/9/2025 2100-532 2100-532 2600-532 3200-532 3500-532 3500-532	60 STEINKRAUS SERVICE FUEL 459.85 GREASE 192.50 FUEL 223.00 FUEL 70.00 LABOR CHG 25.00 FUEL 1,004.90 FLAT REPAIR 30.00	2,005.25
26541	12/9/2025 2600-532	TEAMLAB INV0049668 SUPPLIES 1,037.50	1,037.50
26542	12/9/2025 3500-532 3500-532 3500-532 3500-532 3500-532	TRUCK CENTER COMPANIES XA101164708:01 SUPPLIES 1.62 XA101164916:01 SUPPLIES (187.26) XA101168433:01 SUPPLIES 556.07 XA101168572:01 SUPPLIES (329.75) XA101168780:01 SUPPLIES 557.55	598.23
26543	12/9/2025 2400-532	USA BLUEBOOK INV00880719 SUPPLIES 197.71	197.71
26544	12/9/2025 2100-532	WEST HODSON LUMBER SUPPLIES 1,762.38	1,762.38

12/4/2025 11:19:37 AM

Check Register - Detail City of Plainview

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Check #

Date

Acct# Name

Total Non-Void Checks

49,980.70

Amount

Report Setup
Report selection: Check Register - Detail
Banks: Single
Bank Acct#: 150541 - Midwest Bank (City Acct.)
Starting Check Number: 26495
Ending Check Number: 26544
Starting Date: 12/9/2025

November 2026 Account balances

Accounts

HOUSING AUTHORITY XX0509	Available balance \$151,177.34	RECENT ❤
GENERAL CHECKING XX0541	Available balance \$1,229,567.32	RECENT ❤
WATER TOWER XX1009	Available balance \$41,953.83	RECENT ❤
ELECTRICAL SINKING FUND XX0321	Available balance \$142,295.25	RECENT ❤
C&D CLOSURE/POST XXXX3357	Available balance \$80,876.86	RECENT ❤
PLV/OSMOND HOUSING XXXX5161	Available balance \$29,748.06	RECENT ❤
POOL SALES TAX XXXX8263	Available balance \$279,071.43	RECENT ❖
KENO ACCOUNT XXXX9616	Available balance \$44,086.69	RECENT ❤
MANOR SALES TAX XXXX7492	Available balance \$143,387.29	RECENT ❖
BOND RESERVE FUND XX8633	Current balance \$85,931.68	RECENT ❖
C&D SITE SINKING FUND XXXX1067	Available balance \$162,973.64	RECENT ❤
COMMERCIAL/C&D XXX2509		RECENT ❖
ECONOMIC DEVELOPMENT SALES TAX XXXX7514	Available balance \$65,623.45	RECENT ❖
LIBRARY GRANT FUND XXXX0099	Available balance \$39,747.84	RECENT ❖
LIBRARY IMPROVEMENTS XX8630	Current balance \$13,497.93	RECENT ❖
LIBRARY SALES TAX XXXX7503	Available balance \$255,720.05	RECENT ❖

XX8621	\$44,724.76	RECENT ❤
STREET IMPROVEMENT FUND XXXX0286	Available balance \$203,025.52	RECENT ❤
WATER TOWER COD XX8620		RECENT ❖
2018 FORD POLICE INTERCEPTOR XXX2927		RECENT 🕶
<u>WILKENS INDUSTRIES TRAILER</u> XXX2984		RECENT 🗸
DTR GRANT FUNDS XXXX7590	\$0.00	RECENT 🗸
IRP FUNDS XXXX3773	Available balance \$27,953.97	RECENT ❤
IRP LOAN RESERVE LOSS FUND XXXX5379	\$30,097.59	RECENT ❤
NAHTF GRANT FUNDS XXXX8448	\$0.00	RECENT ❤
RBDG FUNDS XXXX3784	Available balance \$15,577.35	RECENT ❤

CLERK/TREASURER'S REPORT FOR NOVEMBER 2025

**********	*****
LIGHTS	Η
SEWER	19,757.69
WATER	34,665.70
SALES TAX	1,519.17
GENERAL:	
*Midwest Bank- Interest on Account	2,201.16
*Housing Loan Payments	161.60
*General Bond	8,931.44
*IRP Loan Pmt	992.08
*Copies	1.00
*Sale of property 105 S Maple	4,999.00
*Refund- FDMS	128.40
*Building Permits	75.00
SALES TAX TOTAL:	
*Library	7,382.19
*Manor	7,382.19
*Economic Development	7,382.19
*Pool	11,073.27
*Street	5,952.69
STREET:	
*Highway Allocation	18,823.69
*Payment- Application #3 - Lincoln Avenue Paving	197,039.15
WATER:	
*Meter Deposits	300.00
SEWER:	
PARK:	
POOL:	
PLANT:	
*NCPPD Lease Payment	15,780.59

CLERK/TREASURER'S REPORT FOR NOVEMBER 2025

POLICE:	
*Dog Tags	75.00
ECONOMIC DEVELOPMENT:	
SOLID WASTE: Billings & Fees:	30,325.06
*C&D Site	1,082.30
*Iron	10.00
*Concrete	15.00
HANDIVAN:	
*Fees	345.50
*Grant Payments	1,480.00
LIBRARY:	
*Fines/Fees	34.12
*Scholarship Funds- Conference	600.00
*Room Rent	35.00
FIRE:	
SUMMER REC:	
DEBT SERVICE:	
*Paving Bond	5,910.57
*Bond Payment County Treasurer	1,521.86
TOTAL REVENUE NOVEMBER 2025	\$ 385,982.61



NPAIT Monthly Statement

City of Plainview

Please Note: THE FUND WILL BE CLOSED DECEMBER 25TH IN OBSERVANCE OF CHRISTMAS DAY AND JANUARY 1ST IN OBSERVANCE OF NEW YEARS DAY. Your account number has changed.

This statement is for legacy account number NE-01-0034-0001.

11/1/2025 - 11/30/2025

Activity Summary (NE01-00034-0001) General Fund

\$79,976.05				Account Total
\$0,00				Total Fixed Income
\$79,976.05				Total
1.000				NAV / Share Price
3.927%				Average Monthly Rate
\$79,976.05				Ending Market Balance
\$0.00				Redemptions
\$2,435.29				Purchases
\$256.50				Dividends
\$77,284.26			се	Beginning Market Balance
ISINII			nary	Investment Pool Summary

Plainview, NE 68769 PO Box 757 City of Plainview



Representatives are associated with PMA Securities, LLC

jgoedken@pmanetwork.com

Your Representative

Jake Goedken (630) 657-6425

PTMA Financial Solutions 2135 CityGate Lane, 7th Floor Naperville, IL 60563

NPAIT Monthly Statement

City of Plainview

Transaction Activity (NE01-00034-0001) General Fund

2,691,790		\$2,691.79	\$0.00				
256.500	\$1.000	\$256.50	\$0.00	11/30/2025 11/30/2025 Total Dividend Reinvestment	11/30/2025	11/30/2025	
2,435.290	\$1.000	\$2,435.29	\$0.00	11879181 11/04/2025 11/04/2025 Online ACH Purchase, General Account Interest October 2025	11/04/2025	11/04/2025	11879181
Shares this Transaction	NAV / Share Price	Purchase	Redemption	Transaction Trade Date Settle Date Description	Settle Date	Trade Date	Transaction

Trust 11/1/2025 - 11/30/2025

Beginning Market Value: \$77,284.26 | Ending Market Value: \$79,976.05



NPAIT Monthly Statement

City of Plainview

Current Portfolio

Trust Type Code Holding Id Trade Date Settle Date Maturity Date Description 11/30/2025 Trust Account Balance \$79,976.05 \$79,976.05 Cost 3.927% Rate \$1.000 NAV / Share Price \$79,976.05 \$79,976.05 Face/Par Market Value \$79,976.05 \$79,976.05

11/30/2025

Time and Dollar Weighted Average Portfolio Yield: n/a

Weighted Average Portfolio Maturity: n/a

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

Portfolio Summary

200	Triest	Type
	100.000%	Allocation (%)
	\$79,976.05 Trust Account	Allocation (\$) Description

Index

Cost is comprised of the total amount you paid for the investment (including any fees and commissions) plus any reinvested dividends

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

Face/Par is the amount received at maturity for fixed rate investments or the balance at statement date for pool investments.

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

NPAIT MONTHLY STATEMENT DISCLAIMER

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

NPAIT Activity Summary

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

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

Fixed Income Investment Program Activity

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

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

Additional Disclosures

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

4/4



Plainview Manor Board of Directors Meeting

November 18, 2025

The Plainview Manor Board of Directors met on Tuesday, November 18, at 11:30 a.m., in the multi-purpose room pursuant to public notice. Notice was provided in the Plainview News 11-12-2025 edition and given simultaneously to all Board Members with agenda in advance notice. All Open meeting act posted on the door. President Hoffart called the meeting to order at 11:34 a.m. with the following board members present: Melissa Hoffart, Wayne Rasmussen, Melissa Tarr, and Kim Wolken. Joan Alexander was absent. Mayor Bob Smith, Administrator Juleen Johnson, Director of Nursing, Kandi Rahn, and Kaleb Hight consultant were also present at the meeting.

Motion Made by Tarr to approve the payables and statistics, seconded by Wolken. Roll call vote: Aye – all; Nay – none. Absent – Alexander.

Motion made by Tarr to approve the Minutes from last board meeting held, October 28, 2025, seconded by Rasmussen. Roll call vote: Aye – all; Nay – none. Absent – Alexander.

Joan Alexander arrived at 11:40 a.m.

Under unfinished business -

Staffing Needs – DON Rahn did 2 interviews – one for PRN. Currently using some temp staffing and some employees are picking up some overtime hours. Administrator Johnson said the facility has had 6 applications for the Social Services position and interviews will be conducted.

By-Laws – Administrator Johnson updated the Board on a couple of small changes in wording in the Bylaws. The board agreed to take these changes back to city council for approval.

Clark & Enersen Update – The Board was shown diagrams of several possible plans for the new addition. There will be a zoom meeting on 12-5-25 to discuss these ideas.

Melissa Tarr was excused from meeting for appointment conflicts

Resident/Resident Family/Employee Satisfaction Survey — Kaleb Hight went over results on Resident/Resident Family/Employee Satisfaction Survey. The residents and their families gave a general 100% positive score for 4 of the 5 areas surveyed. Highest marks appear to be in resident treatment, timely response, and creating a homelike environment. Some comments were noted on food but Kaleb stated that is normal in the industry. The facility will continue to work on that area. Employee Engagement surveys were also well received with high ratings. 31 of the 57 distributed were returned to have 54.39% participation. Overall all three surveys: Whispering Pines Resident/Family, Manor Resident/Family and Employee results were well received and feel the facility is in high standards.

Employee Pay Increase – Discussion was held on cost of living raises and raises based on employee evaluations. This will be revisited in December.

New Business -

Personnel Committee - Melissa Hoffart and Joan Alexander were appointed to the committee.

Administrator Report – Administrator Johnson stated the drug policy for the facility is getting finished up. She also informed the board on a Medicare Advantage issue the staff is working on.

Consulting Report - Kaleb Hight informed the board that he has been finishing up on a couple of projects and some new computer technology for the manor has been completed. The Board thanked him for his efforts over the last 2 ½ months. He said he had enjoyed his time here and that Plainview has a wonderful facility and staff.

Manor Foundation -501 (c) 3- Discussion was held on this manner since Plainview Manor is a subsidy of the City of Plainview who is a government entity, which allows Plainview Manor to be tax deductible/tax benefit for donation if ran through the city. Kaleb presented findings along with other board members and awaited response from Kyle the city attorney. Discussion will continue this to make best decision.

Christmas Donation – Discussion was held on several different ideas of donations that have been made for the designation of the employees . A motion was made by Rasmussen for the Personnel Committee to meet with Administrator Johnson for a facility apparel item with the facility logo for the staff to wear as part of their uniform stipend policy, not to exceed \$40. Seconded by Alexander. Roll call vote: Aye – all; Nay – none. Absent – Tarr.

2026 Meeting dates and times – Will be discussed again at December meeting.

Next meeting date is December 30 at 11:30 a.m. in the multipurpose room at the Manor.

Executive Session-none

President Hoffart adjourned the meeting at 1:45 p.m.

Melissa Tarr- Secretary

Kim Wolken- Delegated Secretary

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

DATE: October 28, 2025

SUBJECT: Board of Director's Meeting



The regularly scheduled meeting of the Plainview Manor Board of Director's will be held on November 18, 2025, at the **Plainview Manor** convening at 11:30 a.m.

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

- I. Call to Order and Roll Call
- II. Approval of the agenda: payable and statistics
- III. Approval of Minutes from the last Board meeting held, October 28, 2025

IV. MANOR UNFINSHED BUSINESS

- 1. Staffing Needs: CNA- Evening/Nights, MA- Eve in AL, Social Services
- 2. By-Laws Update/Changes Approval
- 3. Clark & Enersen Update- next zoom 12-5-25
- 4. Resident/Resident Family/Employee Satisfaction Survey- Update
- 5. Employee Pay Increases

V. MANOR NEW BUSINESS

- 1. Personnel Committee
- 2. Administrator Report
- 3. Consulting Report
- 4. Manor Foundation 501 (c) 3- new organization
- 5. Christmas Donation
- 6. 2026 Meeting dates and times

VI. CITY MAYOR COMMENTS- Regarding Manor Business

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

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

IX. ADJOURNMENT TIME

Meeting Dates: 2025-Dec 30

2026- Jan, Feb, March, April, May, June, July, Aug, Sept, Oct, Nov, Dec

Plainview Manor Board of Directors Meeting

October 28, 2025

The Plainview Manor Board of Directors met on Tuesday, October 28, at 11:30 a.m., in the multi-purpose room pursuant to public notice. Notice was provided in the Plainview News 10-22-25 addition. Open meeting act posted on the door. President Hoffart called the meeting to order at 11:37 a.m. with the following board members present: Melissa Hoffart, Joan Alexander, Wayne Rasmussen, and Kim Wolken. Melissa Tarr was absent. Mayor Bob Smith, Administrator Juleen Johnson, Director of Nursing Kandi Rahn, Kaleb Hight, Kevin Lingenfelter and Jodi Viterna were also present at the meeting.

Motion made by Alexander to approve the payables and statistics (with correction from Administrator Johnson on August stats), seconded by Rasmussen. Roll call vote: Aye- all; Nay none. Absent- Tarr. There are no financials at this time due to end of the year audit.

Motion made by Wolken to approve the minutes from the last board meeting held on September 30, 2025, seconded by Alexander. Roll call vote: Aye -all; Nay- none. Absent - Tarr

Department Heads quarterly update - Restart January 2026

Kandi Rahn, Director of Nursing reported on the scanning charts using Point-Click. The nurses are learning on entering assessments online. She remarked that the nurses are seeing advantages of doing this.

Under Unfinished Business -

Staffing Needs-Administrator Johnson reported on staffing needs CNA – evening FT/PRN. The facility is currently using some temp help.

By- Laws- Discussion was held on updating of By-Laws:

*By-Law 1 Section II - Motion made by Alexander to change wording to read "Employees of the Nursing Home or Assisted Living or City Office of Plainview or their spouses (with current spouse to be grandfathered in until end of current term ending in 2027) shall not be considered as candidates for the directors of the Board." Seconded by Rasmussen. Roll call vote: Aye- all; Nay -none. Absent- Tarr

*By-Law 1 Section V — Motion made by Wolken to change wording to read "If a director is absent for half of the meetings of the Board in a year, or if he or she is absent for two (2) consecutive regular meetings, the secretary shall notify that member, all other members and the Mayor. The Board then has just cause to request the director's resignation unless otherwise excused by the Board. Seconded by Alexander. Roll call vote: Aye — Wolken, Alexander, Hoffart; Nay — Rasmussen. Absent- Tarr

*By-Law II Section V – Motion made by Alexander to change wording to read "He or she shall have general oversight of the business affairs and property of the Plainview Manor and Whispering Pines Assisted Living and control of its several officers. Seconded by Wolken. Roll call vote: Aye- all; Nay- none. Absent- Tarr

*By-Law IV Section II – Motion made by Alexander to change wording to read "A planning committee (Long-Range Planning) which shall consist of representation from the Board, the Medical Staff and the Administrator. Seconded by Rasmussen. Roll call vote: Aye all; Nay none. Absent-Tarr

*By-Law V Section II – Motion made by Alexander to change wording to read "The Board can go into Executive session for the following requiring confidential reasons: personnel for protection of needless injury to the reputation of an individual (any- employee, director, public, resident (HIPAA) or protection of the public interest-legal issues. Seconded by Wolken. Roll call vote: Aye- all; Nay- none. Absent-Tarr

*By-Law VIII Section IV – Motion made by Alexander to change wording to read "Any individual or group who wishes to provide an activity in the facilities must have administrative approval prior to doing so." Seconded by Rasmussen. Roll call vote: Aye all; Nay none. Absent-Tarr

Clark & Enersen- Administrator Johnson said she would be meeting with representatives from Clark & Enersen on Wednesday, October 29 to discuss the new addition to the facility.

Administrative Assistant Position- Discussion on an Administrative Assistant Position was tabled until next month.

Midwest Bank- gave an update on facility funds held there. The facilities CD's are currently receiving over 4%, with money market funds 2.26%. It was decided to move some funds from the checking account into a flex CD at 4.1% with a limit not to be over \$500,000.00, with money market rates raised to 3.5%. Discussion was held on the convenience of having all funds in one place for the auditor and the facility, and appreciation was expressed for the services given the facility by Midwest Bank.

Under New Business -

Job Descriptions/Evaluations- Administrator Johnson updated the Board on the completion of Job Description/Evaluation. Professional attire and attendance have been added to the evaluation. A competency score has also been added to aid in pay raise decisions. Job descriptions were also reviewed by department heads and will start the new process on evaluations for January 2026.

Kaleb Consulting Contract- Board discussion was held and would like Kaleb to finish a few projects that he has started up and report back to the board on November 18, 2025. Board directed DON and Administrator to discuss further need for his services and provide board update so proper notice could be given.

Consulting Report- Kaleb Hight gave an update on his duties for the facility including: meeting with Department Heads, helping with new technology being installed in the building, gave some options for our call light system with the planned addition, informed the board about new fall prevention technology, facility and employee surveys will be going out, and updated the board concerning QAPI (Quality Assurance Process Information).

Administrator Report- Johnson stated it was within packet and asked if there were any questions to let her know.

QAPI- Information on current studies is included within packet to inform the board what is being looked at. Further questions can be addressed if needed.

Personnel Committee- Discussion on Personnel Committee was tabled.

Adopt a Grandparent- President Hoffart introduced an "Adopt a Resident Program" for Manor and Whispering Pine residents for Christmas, which will include participation from the Chamber of Commerce.

Next meeting date is November 18^{th} , 2025 at 11:30 a.m. in the multipurpose room at the Manor.

President Hoffart adjourned the meeting 2:11.

Kim Wolken- Delegated Secretary

Statistical report for Month ended August 2025

	August	% OF CHANGE	July
NH 'MEDICAID RESIDENT DAYS	486	18.25%	114
NH PRIVATE RESIDENT DAYS	489	-2.40%	501
MEDICARE SKILLED DAYS	48	-9.43%	53
ADULT DAY CARE DAYS/WC	0	#DIV/0i	0
NH Med HOSPICE DAYS	31	%00.0	31
TOTAL NH RESIDENT DAYS	1054	5.82%	966
AVERAGE DAILY CENSUS	34	6.25%	32
PERCENTAGE OF RESIDENT OCCUPANCY	81%	6.33%	82%
PERCENTAGE OF BEDS PAID	88.66%	4.31%	85%
AL MEDICAID RESIDENT DAYS	110	-11.29%	124
AL PRIVATE RESIDENT DAYS	152	-46.85%	286
TOTAL AL RESIDENT DAYS	262	-36.10%	410
AVERAGE DAILY CENSUS	8.45	-35.00%	13
PERCENTAGE OF RESIDENT OCCUPANCY	60.36%	-35.79%	94%
PERCENTAGE OF BEDS PAID	68.43%	-12.27%	78%
MEALS	4227	-1.61%	4296
TODAY'S CENSUS	34/30 NH 34 beds nd	34/39 NH 34 hade nd foi 0/17 Al 14 rooms	
SPECIAL SAVINGS			
CHECKING ACCOUNT	\$232,411.04		

Plainview Manor Check Register For the Period From Nov 1, 2025 to Nov 30, 2025

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Check #	Date	Рауее	Amount
auto pay	11/10/25	US FOODS	4,337.20 Food & Supplies
auto pay1	11/10/25	MARTIN BROS.	8,469.57 Food & Supplies
55032	11/10/25	AFLAC	2,074.42 Insurance
55033	11/10/25	ALTWINE HARDWARE & HOME LLC	227.90 Supplies
55034	11/10/25	CHI HEALTH PLAINVIEW	54.20 Medicare Exp
55035	11/10/25	CITY OF PLAINVIEW	593.66 Utilities
55036	11/10/25	CLARKE & ENERSEN	2,500.10 Construction Exp
55037	11/10/25	COMPLETE FLOORS, INC.	195.37 Supplies
55038	11/10/25	CUSTOM HEATING	605.35 Repairs
55039	11/10/25	ASHLEY DENDINGER	500.00 Pharmacist
55040	11/10/25	DIRECT SUPPLY, INC.	2,380.70 Nursing Supplies
55041	11/10/25	ROD EISENHAUER	30.00 Activies
55042	11/10/25	FLOOR MAINTENANCE	653.21 Supplies
55043	11/10/25	FR PHYSICIAN SERVICES LLC	77.00 Medicare Exp
55044	11/10/25	HEALTH CARE INFORMATION	181.50 Medicare Exp & Buying Group
55045	11/10/25	HILAND DAIRY	737.48 Food
55046	11/10/25	JULEEN JOHNSON	100.00 Cell Phone
55047	11/10/25	RENAE KAUTH	174.00 Dietician
55048	11/10/25	KUSTOM PEST CONTROL	75.00 Exterminator
55049	11/10/25	LUTZ	4,075.00 Accountant
55050	11/10/25	MCKESSON MEDICAL	3,935.92 Nursing Supplies
55051	11/10/25	MEDLINE INDUSTRIES, INC.	1,511.86 Nursing Supplies
55052	11/10/25	MITCH FOOD STORE	286.26 Food
55053	11/10/25	NEBRASKA NURSING FACILITY ASSO	598.00 Education
55054	11/10/25	NORFOLK SHOPPER	427.12 Advertising
55055	11/10/25	OVERLAND REHAB LLC	2,769.63 Therapy
55056	11/10/25	PITZER DIGITAL LLC	352.00 Advertising
55057	11/10/25	PLAINVIEW FAMILY PHARMACY	1,018.90 Medicare Exp
55058	11/10/25	PLAINVIEW TELEPHONE	435.40 Phone
55059	11/10/25	POINTCLICKCARE TECHNOLOGIES IN	976.29 Computer Exp
55060	11/10/25	PRIME TIME HEALTHCARE LLC	15,600.00 Contract Staff
55061	11/10/25	STEINKRAUS SERVICE	175.30 Fuel
55062	11/10/25	TANGEMAN PLUMBING	415.20 Maintenance Exp
Total			56,543.54

October Checks - Debit Card - Auto Pay

AUL	4.	
		Retirement
Credit Management NE Child Support		Garnishment
Accounts Management		Garnishment
Dearborn Life		Garnishment
Quill		Insurance
Enview		Supplies
Enview		Computer Exp
Quill		Computer Exp
Menards		Supplies
Dish		Supplies
1000 - 2000 -		Cable TV
Healthcap	\$18,611.10	
Amazon	\$504.34	Supplies
Quill	\$430.34	Supplies
Quill	\$497.68	Supplies
Menards	\$254.59	Supplies
Verizon	\$77.00	Computer Exp
Black Hills Energy	\$700.69	Utilities
Medica	\$27,430.91	Insurance
AUL	\$3,195.93	Retirement
NE Child Support	\$169.85	Garnishment
Accounts Management	\$389.63	Garnishment
Lodge Vision	\$125.00	Cable TV
Clipboard Health	\$1,134.24	Contract Staff
NCPPD	\$2,342.31	Utilities
I Page	\$18.60	Computer Exp
NE Dept of Revenue	\$6,505.65	Taxes
NE Unemployment	\$127.04	Taxes
NE Fire Marshal	\$51.25	Inspection
Family Dollar	\$65.00	Supplies
Marco	\$412.76	Copier Exp
Menards	\$128.33	Supplies
Prime Time	\$10,400.00	Contract Staff
Enview Security	\$5,190.00	Contract Staff
Clipboard Health	\$820.80	Contract Staff
DHHS	\$27,567.00	QA Payment
Amazon	\$138.71	Supplies
Quill	\$51.64	Supplies
Walmart	\$107.01	
Walmart	\$17.08	Supplies
Amazon	\$65.98	Supplies
Aflac	\$576.61	Insurance

Quill
AUL
NE Child Support
Accounts Management
Clipboard Health
Enview Security
Enview Security
L Knaak Estate

Med Pass

\$49.38 Supplies \$3,105.98 Retirement \$169.85 Garnishment \$385.86 Garnishment \$255.68 Contract Staff \$299.00 Computer Exp \$210.00 Computer Exp \$2,219.00 Refund \$492.00 Policies



RESOLUTION NO. 739

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PLAINVIEW, NEBRASKA, ESTABLISHING A PER DIEM POLICY FOR MEAL EXPENSES INCURRED BY CITY EMPLOYEES DURING OFFICIAL, PRE-AUTHORIZED, OUT-OF-TOWN BUSINESS TRAVEL

WHEREAS, the City of Plainview ("City") has employees who are required to travel outside the City to conduct official business, attend training, and represent the City at various functions; and

WHEREAS, the City Council desires to establish a policy for the reimbursement of meal expenses incurred by employees during such travel; and

WHEREAS, a per diem reimbursement method, which provides a fixed daily allowance, simplifies expense reporting, reduces administrative burden, and ensures predictable budgeting; and

WHEREAS, the United States General Services Administration ("GSA") publishes an official per diem schedule used by federal agencies, which serves as a recognized national benchmark for reasonable travel expenses; and

WHEREAS, the GSA standard "Meals and Incidental Expenses" (M&IE) rate for Nebraska is \$68.00, which is composed of a \$63.00 "Meals" component and a \$5.00 "Incidentals" component, and the City Council has determined that adopting the \$63.00 "Meals" component is a fair rate for reimbursement; and

WHEREAS, the City Council has determined a need to establish clear parameters defining "out-of-town" travel to ensure the fair and consistent application of this policy.

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

Section 1. For the purposes of this Resolution, the following terms are defined:

- (a) Official Duty Station: Shall be defined for all City employees as Plainview City Hall, 209 West Locust Avenue, Plainview, NE 68769.
- (b) Local Travel Area: Shall be defined as the area within a fifty (50) mile radius of the employee's Official Duty Station.
- (c) Out-of-Town Travel: Shall be defined as official, pre-authorized City business travel to a destination outside the 50-mile Local Travel Area.
- (d) Overnight Stay: Shall mean being in an approved travel status that includes a rest period, requiring the employee to secure lodging for the night.

Section 2. City employees shall be entitled to the following meal per diem rates:

(a) Full Day Rate: Employees who are eligible for a meal per diem shall be reimbursed at a fixed rate of \$63.00 per day. This per diem is for meal expenses only and is not a reimbursement for incidental expenses.

(b) Partial Day Rate (First and Last Days): In accordance with federal and state standards, the per diem rate for the first and last calendar days of Out-of-Town Travel shall be prorated to 75% of the full-day rate, which is \$47.25.

Section 3. The following provisions affect eligibility for per diem rates:

- (a) To be eligible for the meal per diem rate established in Section 2, a City employee's travel must be (I) for official, pre-authorized City business; (II) qualify as Out-of-Town Travel; and (III) require an Overnight Stay.
- (b) Travel within the 50-mile Local Travel Area, regardless of duration, is not eligible for a meal per diem.
- (c) Out-of-Town Travel that does not include an Overnight Stay (i.e., the employee returns to their residence on the same day) is not eligible for a meal per diem.

<u>Section 4</u>. The meal per diem shall be reduced for any meals provided to the employee at no cost, such as those included in a conference registration fee paid by the City. The City Clerk/Treasurer is authorized to make deductions from the per diem reimbursement based on the following schedule:

Breakfast Provided: Deduct \$16.00
Lunch Provided: Deduct \$19.00
Dinner Provided: Deduct \$28.00

<u>Section 5</u>. Employees seeking reimbursement must submit a completed travel reimbursement form as prescribed by the City Clerk/Treasurer, which shall include the dates of travel, destination, business purpose, and documentation of any required pre-authorization. Itemized receipts for meals are not required, as reimbursement will be made on this per diem basis.

Section 6. That all resolutions or parts of resolutions in conflict be and are hereby repealed.

	PASSED AND APPROVED this _	day of December, 2025.
		Mayor
ATTES	Т:	
 Citv Cl	erk	





City of Plainview 205 West Locust Plainview, NE 68769

- INVOICE -

Customer:	City of Plainview
Date:	08/21/2025
Page:	1 of 1

Paym	nent Information
Invoice Summary:	\$114,314
Payment for:	Invoice # 113937
Policy Number:	B0575PC2025-1

Customer: City of Plainview

Policy #: B0575PC2025-1 10/01/2025 - 10/01/2026

Invoice	Effective	Transaction	Description	Amount
113937	10/01/2025	Renewal		
			Auto Liability	\$8,179
			Auto Physical Damage	\$6,685
			General Liability	\$12,107
			Law Enforcement Liability	\$3,588
			Commercial Property	\$63,124
			Errors and Omissions	\$2,850
			Workers Compensation	\$17,781
				Total
				\$114,314

League Association of Risk Management	Date
1335 L St, Suite 200	00/04/0005
Lincoln, NE 68508	08/21/2025



LARM Property Coverage Document COVERAGE DECLARATIONS

This Agreement is issued under and pursuant to the terms, conditions, covenants, and stipulations of the Intergovernmental Contract between the Member stated herein and LEAGUE ASSOCIATION OF RISK MANAGEMENT, (hereinafter, the Pool). All terms and conditions of said contract are incorporated herein by reference. In the event that any provision of this Agreement is in conflict with or is inconsistent with the Intergovernmental Contract or any appendix or attachment thereto, the terms and conditions of such Intergovernmental Contract, appendix or attachment shall prevail and take precedence.

GIVE WRITTEN NOTICE OF ANY LOSS HEREUNDER TO

League Association of Risk Management 1335 L St, Suite 200 Lincoln, NE 68508 CustomerService@larmpool.org

NAMED MEMBER:

City of Plainview

MEMBER NUMBER:

0575

MAILING ADDRESS:

205 West Locust

Plainview, NE 68769

AGREEMENT PERIOD:

Commencing at 12:01 A.M. on the effective date indicated below until

canceled or replaced.

EFFECTIVE DATE:

10/01/2025

FORMS ATTACHED:

Description

Revision Date

Property Statement of Value

LARM - Additional Property Statement of Values

Parker Chambers

LARM - Property Schedule of Benefits

Schedule of Covered Vehicles

Countersigned:

08/21/2025

By:



LARM PROPERTY COVERAGE DOCUMENT

League Association of Risk Management City of Plainview

Effective Date: 10/01/2025

SUBJECT TO THE TERMS AND CONDITIONS OF THE LARM PROPERTY COVERAGE DOCUMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION II - PROPERTY DAMAGE		
Buildings*	\$11,145,057	\$5,000
Personal Property*	\$505,070	\$5,000
Accounts Receivable	\$500,000	\$0
Animals	\$25,000	\$0
Arson or Theft Reward	\$10,000	\$0
Computer Virus	\$25,000	\$0
Consequential Loss	\$50,000	\$0
Data, Programs, or Software	\$500,000	\$0
Debris Removal	\$500,000	\$0
Decontamination Cost	\$25,000	\$0
Demolition & Increased Cost of Construction	\$500,000	\$0
Errors and Omissions	\$100,000	\$0
Expediting Expenses	\$500,000	\$0
Extra Expense	\$500,000	\$0
Fire Department Service Charge	\$25,000	\$0
Fire Extinguishing Systems	\$25,000	\$0
Flood-Zone B - \$100,000 Deductible	\$1,000,000	\$100,000
Flood-Zone C - Standard Deductible	\$1,000,000	\$5,000
Green Coverage	\$100,000	\$0
Inventory and Appraisal Expenses	\$50,000	\$0
Land and Water Cleanup Expense	\$25,000	\$0
Locks and Keys	\$10,000	\$0
Miscellaneous Unnamed Locations	\$100,000	\$0
Money and Securities	\$10,000	\$0
Newly Acquired Property	\$1,500,000	\$0
Off Premises Service Interruption	\$250,000	\$0

LARM PROPERTY COVERAGE DOCUMENT

League Association of Risk Management City of Plainview

Effective Date: 10/01/2025

SUBJECT TO THE TERMS AND CONDITIONS OF THE LARM PROPERTY COVERAGE DOCUMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
Off Premises Storage for Property Under Construction	\$250,000	\$0
Outdoor Trees and Shrubs	\$25,000	\$0
Personal Auto	\$500	\$0
Personal Property not at a Covered Location	\$10,000	\$0
Pollutant Cleanup and Removal	\$20,000	\$0
Professional Fees	\$25,000	\$0
Property in the Course of Construction	\$500,000	\$0
Property Removed from a Covered Location	\$50,000	\$0
Protection and Preservation of Property	\$250,000	\$0
Rental Coverage	\$50,000	\$0
Rented/Leased Equipment	\$250,000	\$0
Soft Costs	\$100,000	\$0
Terrorism	\$10,000,000	\$ 0
Transit	\$50,000	\$ 0
Unscheduled Miscellaneous Property	\$50,000	\$5,000
Unscheduled Playground Equipment	\$25,000	\$5,000
Vacant Buildings	\$25,000	\$0
Valuable Papers and Records	\$250,000	\$0
Wind/Hail Deductible		\$5,000
Gross Earnings	\$500,000	\$0
Leasehold Interest	\$50,000	\$0
SECTION III - TIME ELEMENT		
Gross Earnings	\$500,000	\$0
Leasehold Interest	\$50,000	\$0

LARM PROPERTY COVERAGE DOCUMENT

League Association of Risk Management City of Plainview

Effective Date: 10/01/2025

SUBJECT TO THE TERMS AND CONDITIONS OF THE LARM PROPERTY COVERAGE DOCUMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION IV - BOILER AND EQUIPMENT BREAKDOWN		
Total Limit per one Breakdown*	\$12,630,288	
Power Generating Equipment	Excluded	
BM Ammonia Contamination	\$100,000	\$ 0
BM Business Interruption	\$500,000	\$0
BM Consequential Damage	\$100,000	\$0
BM EDP Media Coverage	\$100,000	\$O
BM Extra Expense	\$500,000	\$0
BM Hazardous Substance	\$20,000	\$0
BM Ordinance or Law	\$500,000	\$0
BM Utility Interruption	\$100,000	\$0
BM Water Damage	\$100,000	\$0
SECTION V - CRIME		
Crime	\$50,000	\$0
SECTION VI - AUTOMOBILE PHYSICAL DAMAGE		
Commandeered Property	\$250,000	\$0
Freezing of Equipment Coverage	\$25,000	\$0
Hired Automobile Physical Damage	\$50,000	\$0
Lease Gap	\$10,000	\$0
Property in an Unattended Vehicle	\$1,000	\$0
Recertification	\$1,000,000	\$0
Rental Reimbursement Aggregate	\$25,000	\$0
Rental Reimbursement Per Day	\$1,000	\$0
Rental Vehicle Agreement	\$2,500	\$0
Roadside Assistance	\$1,000	\$0



LARM Liability Coverage Document DECLARATIONS

This Agreement is issued under and pursuant to the terms, conditions, covenants and stipulations of the Intergovernmental Contract between the Member stated herein and LEAGUE ASSOCIATION OF RISK MANAGEMENT (hereinafter, the Pool). All terms and conditions of said contract are incorporated herein by reference. In the event that any provision of this Agreement is in conflict with or is inconsistent with the Intergovernmental Contract, the terms and conditions of such Intergovernmental Contract shall prevail and take precedence to the extent of such conflict or inconsistency

LARM Liability Coverage Document

League Association of Risk Management 1335 L St, Suite 200 Lincoln, NE 68508 CustomerService@larmpool.org

NAMED MEMBER: City of Plainview

MEMBER NUMBER: 0575

MAILING ADDRESS: 205 West Locust

Plainview, NE 68769

EFFECTIVE DATE: Commencing at 12:01 A.M. on the effective date indicated on the Schedule

of Coverages until the end of the Agreement Period as defined in LARM Liability Coverage Document or until terminated in accordance with the

Intergovernmental Contract.

FORMS ATTACHED:

Description

Revision Date

LARM - Liability Schedule of Coverage

Countersigned:

08/21/2025

Bv.

AFNIT DEDI A OFO ALL DREWOUGH VICELED DICK

THIS LARM LIABILITY COVERAGE DOCUMENT REPLACES ALL PREVIOUSLY ISSUED RISK SHARING CERTIFICATES FOR THIS COVERAGE AND IS NOT IN ADDITION THERETO



LARM Liability Coverage Document – Schedule of Coverages City of Plainview

<u>Coverage</u>	Effective Date	Retroactive Date	<u>Limit</u>	<u>Deductible</u>
Legal Liability for Automobile Claims	10/1/2025	10/1/2025	\$5,000,000	\$0
Covered Pollution Cost or Expense for Automobiles Coverage	10/1/2025	10/1/2025	\$0	\$0
Uninsured and Underinsured Motorist Per Person	10/1/2025	10/1/2025	\$1,000,000	\$0
Uninsured and Underinsured Motorist Per Occurrence	10/1/2025	10/1/2025	\$1,000,000	\$0
Hired & Non-Owned Auto Liability	10/1/2025	10/1/2025	\$5,000,000	\$0
Medical Expenses - Automobile	10/1/2025	10/1/2025	\$5,000	\$0
Legal Liability for General Liability Claims	/ 10/1/2025	10/1/2025	\$5,000,000/ \$5,000,000	\$0
Cemetery Professional Liability	10/1/2025	10/1/2025	\$1,000,000	\$0
Fire Legal Liability	10/1/2025	10/1/2025	\$100,000	\$0
Good Samaritan	10/1/2025	10/1/2025	\$0	\$0
Medical Expenses - Other than Automobile	10/1/2025	10/1/2025	\$5,000	\$0
Medical Malpractice	10/1/2025	10/1/2025	\$0	\$0
Non-Monetary Relief Defense Expense	10/1/2025	10/1/2025	\$50,000	\$0
Reimbursement of Criminal Defense Expense	10/1/2025	10/1/2025	\$10,000	\$0
Sanitary Sewer Backup Liability Per Building	10/1/2025	10/1/2025	\$5,000	\$2,500
Sanitary Sewer Backup Liability Per Occurrence	10/1/2025	10/1/2025	\$25,000	\$12,500
Pollution Liability Coverage - Pesticides	10/1/2025	10/1/2025	\$300,000	\$0
Public Officials Wrongful Acts	10/1/2025	2/15/1988	\$5,000,000/ \$5,000,000	\$5,000
Employment Expense	10/1/2025	10/1/2025	\$25,000	\$0
Employee Benefit Liability	10/1/2025	10/1/2025	\$1,000,000	\$0
Employment Practices Wrongful Act	ts 10/1/2025	2/15/1988	\$5,000,000/ \$5,000,000	\$5,000
Legal Liability for Law Enforcement Claims	10/1/2025	10/1/2025	\$5,000,000/ \$5,000,000	\$1,000

LARM LCD-LSC Page 1 of 1



League Association of Risk Management Nebraska Workers' Compensation Coverage Contribution Worksheet

Entity: City of Plainview Effective Date: 10/01/2025

Expiration Date: 10/01/2026

Code	Classification	Estimated Pro Rata Payroll	Rate	Estimated Pro Rata Contribution
7380	Drivers, Chauffeurs & Helpers NOC	\$11,702	4.6594	\$545
7520	Waterworks Operations & Drivers	\$39,754	3.7275	\$1,482
7539	Electrical Power or Light Co. NOC & Drivers	\$118,800	1.9163	\$2,277
7580	Sewage Disposal Plant Operation and Drivers	\$74,124	2.5856	\$1,917
7590	Environmental Cleanup - Soil Incineration	\$4,221	3.7669	\$159
7720	Police Officers & Drivers	\$200,200	6.0069	\$12,026
8810	Clerical-Office Employees NOC	\$250,800	0.1444	\$362
8810	Clerical-Office Employees NOC	\$11,996	0.1444	\$17
8810	Clerical-Office Employees NOC	\$64,900	0.1444	\$94
9015	Buildings-Operations by Owner (Lifeguard)	\$37,950	2.8613	\$1,086
9102	Park NOC-All Empl & Drivers	\$22,832	2.8613 3.9375	\$653 \$1,600
9402	Street Cleaning	\$40,638	3.9373	\$1,600
Total		\$877,917		\$22,218
Total	Manual Contribution			\$22,218
	Employer Liability Increased Limits			
Bodily Injury by Accident (per Accident)		\$500,000		
	Bodily Injury by Disease (per Employee)	\$500,000		
	Bodily Injury by Disease (Policy Limit)	\$500,000		
	+ Applicable Increased Limits Factor Min.			\$378
	ontribution			
	- Deductible Credit			\$0
= Sub	ject Contribution			\$22,596
x Experience Modification Factor		1.06		\$1,356
= Modified Contribution				\$23,951
+ Contribution Volume Discount				\$1,269
+ Expense Constant				\$180
	+/- Schedule Rating Factor			(\$6,731)
= Esti	mated Annual Contribution			\$17,781
	x Participation Discount	0.95		(\$889)
= Tota	al Estimated Pro Rata Contribution			\$17,781

SEXUAL MISCONDUCT ENDORSEMENT

This endorsement modifies the LARM Liability Coverage Document.

For any claim or suit alleging or involving **Sexual Misconduct**, the **Coverage Document** is modified as follows, only with respect to this Sexual Misconduct Endorsement:

The following General Definition is added only for this Sexual Misconduct Endorsement:

SECTION I – GENERAL DEFINITIONS

- 58. Sexual Misconduct means actual or alleged:
 - a. Sexual Abuse of any one or more persons; or
 - b. Any other unwelcome or offensive conduct of a sexual nature, whether physical, verbal or written (including conduct using visual images or through electronic means) directed against any one or more persons, including any conduct that causes, grooms, or is intended to cause or groom any one or more persons to engage in any act of a sexual nature or is done to arouse or satisfy a sexual desire of anyone; or
 - c. Negligent, wanton, reckless or willful:
 - (1) employment; or
 - (2) investigation; or
 - (3) supervision; or
 - (4) hiring; or
 - (5) training; or
 - (6) reporting; or
 - (7) failure to report; or
 - (8) retention
 - of a *Member* or a person or persons for whom a *Member* is or was legally responsible and who engaged in conduct described in paragraph 3.a. or 3.b. of this definition of *Sexual Misconduct*; or
 - d. Breach of any obligation or duty owed to any person or persons arising out of any conduct described in paragraph 58.a. or 58.b. of this definition of **Sexual Misconduct**.

The following Condition is added only for this Sexual Misconduct Endorsement:

SECTION II - CONDITIONS

20. SEXUAL MISCONDUCT

Single Occurrence or Public Officials Wrongful Act or Employment Practices Wrongful Act

With respect to any *Claim* or *Suit* alleging or involving *Sexual Misconduct*, all acts of *Sexual Misconduct*, including all resulting damages, committed by:

- a. the same perpetrator, against one or more individuals, over any period of time; or
- b. two or more perpetrators acting in concert, against one or more individuals, as part of the same event or series of events, over any period of time,

will be deemed to be a single *Occurrence* or a single *Public Officials Wrongful Act* or a single *Employment Practices Wrongful Act* and will be deemed to have occurred at the time of the first act of *Sexual Misconduct*, without regard to whether or not such first act occurred during an *Agreement Period* and without regard to the number of: acts of

Sexual Misconduct taking place subsequent to the first act of Sexual Misconduct; victims of Sexual Misconduct; locations where the Sexual Misconduct took place; Agreement Periods over which the acts of Sexual Misconduct took place; breaches of any legal obligation or duty to any person or persons arising out of any Sexual Misconduct.

For any Claim or Suit alleging or involving Sexual Misconduct, the limit specified by the Coverage Document in effect during the first act of Sexual Misconduct will apply to the single Occurrence or single Public Officials Wrongful Act or single Employment Practices Wrongful Act described in this Sexual Misconduct Endorsement.

The following General Exclusion is modified only for this Sexual Misconduct Endorsement:

SECTION IV - GENERAL EXCLUSIONS

- CRIMINAL ACTS meaning Claims for Damages and expenses arising out of or involving any criminal act or the willful violation of a penal statute or ordinance committed by the Member or with the Member's consent or knowledge. This exclusion shall not apply until:
 - it has been judicially established in fact that the *Member* did commit such criminal act or willful violation; or
 - b. the Member admits committing such criminal act or willful violation; or
 - the *Member* admits consenting to or having knowledge of such criminal act or willful violation.

The following General Exclusion is deleted only for this Sexual Misconduct Endorsement:

SECTION IV - GENERAL EXCLUSIONS

35. SEXUAL ABUSE

The following subsections of the following Liability Coverage Agreements are modified only for this Sexual Misconduct Endorsement:

SECTION V - LIABILITY COVERAGE AGREEMENTS

- 1. GENERAL LIABILITY
 - a. Legal Liability For Third Party Claims
 - (3) Limits of Liability

For any *Claim* or *Suit* alleging or involving *Sexual Misconduct*, the most *We* will pay for the sum of all *Damages* because of *Bodily Injury*, *Property Damage*, *Personal Injury* or *Advertising Injury* for the applicable *Pool Year* for this *Coverage Agreement* will be the lesser of:

\$1,000,000 in any one *Occurrence;* or \$2,000,000 in the aggregate for all *Coverage Agreements* in the applicable *Pool Year*.

3. LAW ENFORCEMENT LIABILITY

- a. Legal Liability For Third Party Law Enforcement Liability Claims
 - (3) Limits of Liability

Regardless of the number of *Members* under this *Coverage Document*; persons or organizations who sustain *Bodily Injury, Property Damage, Personal Injury,* or *Advertising Injury*; or *Claims* made or *Suits* brought on account of *Bodily Injury, Property Damage, Personal Injury,* or *Advertising Injury*, the *Pool's* liability for the applicable *Pool Year* is limited as follows:

(c) For any Claim or Suit alleging or involving Sexual Misconduct, the most We will pay for the sum of all Damages because of Bodily Injury, Property Damage, Personal Injury or Advertising Injury for the applicable Pool Year for this Coverage Agreement will be the lesser of:

\$1,000,000 in any one *Occurrence;* or \$2,000,000 in the aggregate for all *Coverage Agreements* in the applicable *Pool Year*; and

(d) Subject to the above provisions applicable to each Occurrence and to the above provisions regarding Sexual Misconduct, Our total liability for Damages because of all Bodily Injury, Property Damage, Personal Injury, or Advertising Injury for all Occurrences that take place during the Pool Year, shall not exceed the limit of liability stated in the Declarations for the applicable Pool Year as aggregate;

4. PUBLIC OFFICIALS LIABILITY

- a. Public Officials Wrongful Acts
 - (3) Limits of Liability

Regardless of the number of (1) *Members* under this *Coverage Document*, (2) persons or organizations who sustain *Damages* payable under this *Coverage Document*, or (3) *Claims* made or *Suits* brought during the applicable *Pool Year, Our* liability is limited as follows:

(d) For any Claim or Suit alleging or involving Sexual Misconduct, the most We will pay for the sum of all Damages because of Bodily Injury, Property Damage, Personal Injury or Advertising Injury for the applicable Pool Year for this Coverage Agreement will be the lesser of:

\$1,000,000 in any one *Public Officials Wrongful Act;* or \$2,000,000 in the aggregate for all *Coverage Agreements* in the applicable *Pool Year*; and

(e) Subject to the above provisions applicable to each *Public Officials*Wrongful Act, Our total liability for *Damages* because of all *Public*

Officials Wrongful Acts that take place during the Pool Year, shall not exceed the limit of liability stated in the Declarations for the applicable Pool Year as aggregate.

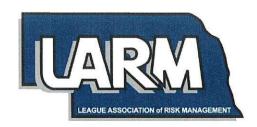
5. EMPLOYMENT PRACTICES LIABILITY

- a. Employment Practices Wrongful Acts
 - (3) Limits of Liability

For any *Claim* or *Suit* alleging or involving *Sexual Misconduct*, the most *We* will pay for the sum of all *Damages* because of *Bodily Injury*, *Property Damage*, *Personal Injury* or *Advertising Injury* for the applicable *Pool Year* for this *Coverage Agreement* will be the lesser of:

\$1,000,000 in any one *Employment Practices Wrongful Act;* or \$2,000,000 in the aggregate for all *Coverage Agreements* in the applicable *Pool Year*.

All other terms and conditions remain unchanged.



LARM DEADLY WEAPON RESPONSE COVERAGE

INSURANCE COMPANY:

POLICY TERM:

COVERAGE FORM:

COVERAGE TYPE:

LIMITS:

Each and Every Deadly Weapon Event including Claim Expenses
Annual Aggregate (Shared by Members of Pool)

RETENTION:

RETROACTIVE DATE:

PRE-EVENT SERVICES (AVAILABLE):

Underwriters at Lloyd's of London

October 1, 2025 - July 1, 2026

Claims Made & Reported

Liability to Insured Person(s), Property Damage, Crisis Management Services for events occurring at a location appearing on your Schedule of Values on file with Alliant Insurance Services, Inc.

\$ 500,000

\$2,500,000

\$10,000 Each and every Deadly Weapon Event including Claims Expenses

\$2,500 for Counseling Services within Crisis Management Service Endorsement

10/1/2020

Deadly Weapon Protection Webinars Deadly Weapon Post-Underwriting Consultation California SB 553 Toolkit (if applicable)



SUB-LIMITS:

(Each Sublimit is part of the Overall Limit of Liability and not in addition to it)

Î	\$	250,000	Crisis Management Services
	\$	250,000	Counseling Services (\$15,000 per person maximum)
	\$	250,000	Funeral Expenses (\$15,000 per person maximum)
	\$	250,000	Business Interruption
	\$	250,000	Demo/Clearance/Memorialization (\$10K Mem)
	\$	250,000	Extra Expense
	\$	250,000	Extra Expense Extension for Threat Endorsement
	\$	500,000	Transit Extension – Bus, Coach, Train
			owned by insured and reported on schedule
	\$	25,000	Per Person for Medical Expenses with a
			\$500,000 annual aggregate
	\$	50,000	Per Person Deadly Weapon Death and
			Dismemberment with a \$500,000 annual
	20 hours		aggregate
	20 Hours		Crisis Advisory Services for each crisis event or crisis circumstance and for
			counselling services unrelated to a gun
			event or threat
	\$	50,000	Each and every crisis event and/or crisis
			circumstance unrelated to a gun even or
			threat and 200,000 in the annual policy
			aggregate. Such expense is additionally
			sub-limited to an amount of \$10,000 for
			each eligible person and each of their immediate family member(s). The limit of
			insurance for this Section is part of and not
			in addition to the Policy Limit of Liability
			and Policy Aggregate Limit stated in the
			declarations.
	\$	10,000	At our sole and entire discretion each and
			every crisis event and/or crisis
			circumstance and \$50,000 in the annual
	l		policy aggregate.



THRESHOLDS/CONDITIONS FOR UNREPORTED/OFFSITE LOCATIONS:

(per policy terms policy)

ENDORSEMENTS:

(Including But Not Limited To)

GENERAL EXCLUSIONS: (Including But Not Limited To)

\$25,000,000 Automatic Acquisitions \$10,000,000 Errors and Omissions \$25,000,000 90 Day Reporting Provisions

- Offsite Coverage Event Responder Fees only Educational Offsite Coverage – Event Responder Fees, Counselling Services, Accidental Death and Dismemberment, Funeral Expenses & Medical
- Liability to Insured Person(s)
- Property Damage
- Medical Expenses
- · Deadly Weapon Death & Dismemberment
- Crisis Management Services
- Circumstance Extension
- Counselling Services
- Funeral Expenses
- Crisis Advisory Services
- Premium Payment Clause
- Lloyd's Privacy Policy Statement
- Sanction Limitation & Exclusion Clause
- Notice of Terrorism Insurance Coverage
- Other Insurance Clause: Primary
- Crisis Management/Event Responder Fees do not erode policy limits
- · Crisis Services Provided by CrisisRisk:
- · Any vehicle not defined as a road vehicle
- Any weapon mounted (or designed to be mounted) on a vehicle
- Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone
- Loss of market, loss of use or any other consequential loss
- Confiscation, nationalization, requisition or destruction of or damage to property by government, public or local authority
- · Criminal, dishonest, fraudulent or malicious conduct
- lonizing radiations or contamination by radioactivity from nuclear waste or fuel
- Radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, assembly or component
- Any weapon or device employing atomic or nuclear fission, fusion or other like reaction or force or matter



GENERAL EXCLUSIONS: (continued)

SPECIFIC EXCLUSIONS RELATING TO LIABILITY TO INSURED PERSON(S): (Including But Not Limited To)

- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
- Chemical, biological, bio-chemical or electromagnetic weapon. This exclusion does not, however, apply to a substance when used in conjunction with a deadly weapon event.
- Named Insured's recklessness or deliberate misconduct
- Strikes, labor unrest, riots or civil commotion
- War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power.
- The transmission or alleged transmission of a communicable disease or the fear or threat (whether actual perceived) of a communicable disease
- Swatting and any other fictitious event or hoax
- Injury or death to those who provide services directly to insured or on insured's behalf in connection with business (i.e. leased temporary, statutory, seasonal, borrowed, contracted or subcontracted employees
- · Any obligation under a workers' compensation,
- disability benefits, unemployment compensation law, or any similar law
- Employment Practices Liability related claims
- Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or
- breach of duty by your directors or officers, individually or collectively, in the discharge of their duties solely in their capacity as directors or officers.
- · Euthanasia, mercy killing(s), and suicide
- Any claim or claims made by, or on behalf of, any assailant, including any Medical Expense claims
- Loss, injury or damage arising out of any mental injury or mental anguish related claim where no actual bodily injury has occurred to the claimant.
- Any affiliate, subsidiary or joint venture insured under this insurance making a claim or claims against any other affiliate, subsidiary or joint venture insured under this Policy.
- Loss, injury or damage arising from goods or products which you have designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed.



SPECIFIC EXCLUSIONS RELATING TO LIABILITY TO INSURED PERSON(S): (continued)

SPECIFIC EXCLUSIONS RELATING TO PROPERTY DAMAGE:

(Including But Not Limited To)

SPECIFIC EXCLUSIONS RELATING TO BUSINESS INTERRUPTION:
(Including But Not Limited To)

- · Any liability arising out of property damage
- Fines, penalties, punitive damages, exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- · Events at locations specifically leased or loaned by
- insured to any other entity to host a permitted event planned and ticketed for with more than 2,500 attendees, except with prior written agreement.
 Additional premium may apply.
- Land or land values
- Aircraft, watercraft or any vehicle licensed for highway use
- Animals
- Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of insured property), jewelry, furs, fine arts and antiques
- Electronic Data
- Any property in Transit not at the locations insured
- Increase in loss caused by suspension, lapse, cancellation of any lease, license, contract or order, unless loss results directly from the insured Interruption of Business
- Increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the Location(s), except to the extent specifically insured by this Endorsement and provided that such loss results directly from the insured Interruption of Business
- · Fines, penalties, or Damages incurred by, or imposed
- upon, the Named Insured at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a Deadly Weapon Event or otherwise.
- Physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the Named Insured, or any such property owned by others in the Named Insured's care, custody or control, whether or not resulting from or in connection with an Deadly Weapon Event



SEWER BACKUP GENERAL LIABILITY COVERAGE

This endorsement modifies the *Liability Coverage Document* for General Liability Coverage only.

SECTION V - LIABILITY COVERAGE AGREEMENTS - 1. GENERAL LIABILITY

The following Coverage is added:

g. Sewer Backup

(1) Coverage

We will pay those amounts that a *Member* becomes legally obligated to pay as damages because of bodily injury, personal injury, or property damage caused by or resulting from the backup of sewage into a building from any sewage facility, drains, or other parts of a sewage system regardless of how caused, provided such bodily injury, personal injury, or property damage does not result from any corrosive or radioactive material in the sewage. The bodily injury, personal injury, or property damage must take place after the retroactive date shown in the Declarations and prior to the end of the Agreement Period.

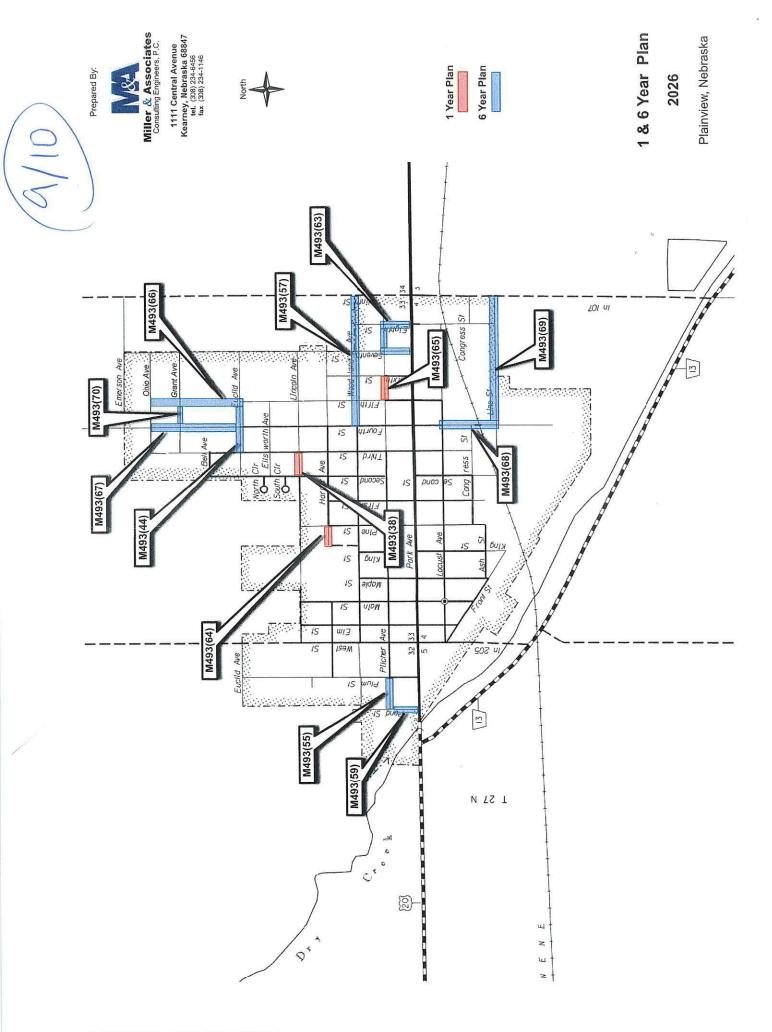
(2) Limits of Liability

The limits of liability per Building and per *Occurrence* for *Sewer Backup* for all *Damages* for *Bodily Injury*, *Property Damage*, or *Personal Injury* within this coverage, regardless of the number of *Sewer Backups*, shall not exceed the limits of liability stated in the LIABILITY COVERAGE DOCUMENT - SCHEDULE OF COVERAGE for the applicable *Pool Year*.

(3) Section IV – General Exclusions, 32. Pollution and 34 Sewer (sic) shall not apply to the coverage provided under this paragraph g.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Except as specifically provided by this Endorsement, nothing contained herein shall be construed to broaden the coverage, terms, conditions or limits of liability beyond that which is provided in the *Liability Coverage Document* to which this endorsement attaches.



RESOLUTION #740



WHEREAS, the City Street Superintendent has prepared and presented a One Year and Six Year Plan for Street Improvement Program for the City of Plainview, and

WHEREAS, a public meeting was held on the 11th day of November 2025 to present this plan and there were no objections to said plan;

THEREFORE, BE IT RESOLVED BY THE Mayor and City Council of Plainview, Nebraska, that the plans and data as furnished are hereby in all things accepted and adopted.

- 1. M493 (65) 2025-2026 Concrete surfacing of Pilcher Avenue from Fifth Street to Sixth Street \$200,000
- 2. M493 (38) 2025-2026 Concrete surfacing of Lincoln Avenue from Second Street to Third Street \$100,000
- 3. M493(64) 2025-2026 Concrete surfacing of Pine Street from Lincoln Avenue to Harper Avenue; Harper Avenue from Pine Street to King Street \$183,000
- 4. M493(44) FUTURE Concrete surfacing of Euclid Avenue from Third Street to Fifth Street &100,000
- 5. M493 (57) FUTURE Concrete surfacing of Woodland Avenue from Fourth Street to Ninth Street \$543,000
- 6. M493 (55) FUTURE Concrete surfacing of Pilcher Avenue from Pond Street to Plum Street \$132,000
- 7. M493 (59) FUTURE Concrete surfacing of Pond Street from Park Avenue to Pilcher Avenue \$101,000
- 8. M493 (63) FUTURE- Concrete surfacing of Seventh Street from Park Avenue to Pilcher Avenue; Pilcher Avenue from Seventh Street to Eighth Street; Eighth Street from Pilcher Avenue to Park Avenue \$418,000
- 9. M493 (66) FUTURE Gravel surfacing Fifth Street from Euclid Avenue to Ohio Avenue \$40,000
- M493 (67) FUTURE Concrete surfacing of Fourth Street from Euclid Avenue to Ohio Avenue - \$200,000
- 11. M493(68) FUTURE Concrete surfacing of Fourth Street from Line Street to Locust Avenue \$200,000
- 12. M493(69) FUTURE Concrete surfacing of Line Street from Fourth Street to Ninth Street \$500,000

Passed and approved this

13. M493(70) FUTURE – Concrete surfacing of Grant Avenue from Fourth to Fifth Street \$100,000

P	
Mayor	

of December, 2025.

Attest:	
City Clerk	

ONE- & SIX-YEAR STREET IMPROVEMENT PLAN

CITY OF PLAINVIEW Planning Period from 2026 to 2031 Project No. 351-A1-001

Pro	gram No.	Project and Description	Estimated Project Cost
One-Year Plan			
1.	M493(65)	Pilcher Avenue from Fifth Street to Sixth Street Concrete surfacing	\$200,000
2.	M493(38)	Lincoln Avenue from Second Street to Third Street Concrete surfacing	\$100,000
3.	M493(64)	Pine Street from Lincoln Avenue to Harper Avenue; Harper Avenue from Pine Street to King Street Concrete surfacing	\$183,000
Six-	Year Plan		
1.	M493(57)	Woodland Avenue from Fourth Street to Ninth Street Concrete surfacing	\$543,000
2.	M493(55)	Pilcher Avenue from Pond Street to Plum Street Concrete surfacing	\$132,000
3.	M493(59)	Pond Street from Park Avenue to Pilcher Avenue Concrete surfacing	\$101,000
4.	M493(63)	Seventh Street from Park Avenue to Pilcher Avenue; Pilcher Avenue from Seventh Street to Eighth Street; Eighth Street from Pilcher Avenue to Park Avenue Concrete surfacing	\$418,000
5.	M493(66)	Fifth Street from Euclid Avenue to Ohio Avenue Gravel Street	\$40,000
6.	M493(67)	Fourth Street from Euclid Avenue to Ohio Avenue Concrete surfacing	\$200,000
7.	M493(68)	Fourth Street from Locust Avenue to Line Street Concrete surfacing	\$200,000
8.	M493(69)	Line Street from Fourth Street to Ninth Street Concrete surfacing	\$500,000
9.	M493(70)	Grant Avenue from Fourth Street to Fifth Street Concrete surfacing	\$100,000
10.	M493(44)	Euclid Avenue from Third Street to Fourth Street Concrete surfacing	\$100,000

Prepared By:

Miller & Associates, Consulting Engineers P.C., 11/06/2025





AN ORDINANCE TO CONFIRM THE SALE OF REAL ESTATE OWNED BY THE CITY OF PLAINVIEW LOCATED AT 105 SOUTH MAPLE STREET IN PLAINVIEW TO CHRISTOPHER VANHOUTEN FOR \$4,999.00.

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

<u>SECTION 1</u>. The City of Plainview is the owner of the real estate (hereinafter the "Real Estate") described as follows:

Lot 18 and the South 10 feet of Lot 19, Block 9, Kimball and Blair's Addition to Plainview, Pierce County, Nebraska

<u>SECTION 2</u>. Pursuant to Neb. Rev. Stat. § 17-503.01, Resolution No. 724 was passed on May 13, 2025, by the City Council to direct the sale of the Real Estate to the first person providing \$4,999.00 in certified funds.

<u>SECTION 3</u>. Notice of the aforementioned resolution and the sale of the Real Estate was posted in three prominent places within the City on November 4, 2025. The notice gave a general description of the property offered for sale and stated the terms and conditions of sale.

 $\underline{\rm SECTION}~\underline{4}.$ On November 4, 2025, Christopher VanHouten tendered \$4,999.00 to the City Clerk.

<u>SECTION 5</u>. Seven days have passed since the posting of the notice provided in Section 3, and the City of Plainview hereby confirms the sale of the Real Estate to Christopher VanHouten via ordinance.

<u>SECTION 6</u>. The Mayor is hereby authorized to sell the Real Estate to Christopher VanHouten and to execute any and all documents to close said transaction.

 $\underline{\text{SECTION } 7}$. All ordinances or parts of ordinances in conflict be and the same hereby are repealed.

<u>SECTION 8</u>. Three-fourths of the City Council voted to suspend the requirement that this ordinance be read by title on three different days.

<u>SECTION 9</u>. This ordinance shall be effective from and after its passage, approval and publication as provided by law.

<u>SECTION 10</u>. This ordinance shall be published in pamphlet form and available for public inspection during normal City Office business hours.

Passed and approved the	nis day of		, 2025.
		Mayor	
Seal)			
Clerk			

BYLAWS For PLAINVIEW MANOR BOARD



PREAMBLE

Be it hereby known that the Plainview Manor Board is organized with the primary purpose of providing or supporting the provision of long-term health care in Northeastern Nebraska. This Board has been assigned the responsibility of governing Plainview Manor and Whispering Pines Assisted Living and any other facilities or services developed or provided by the facilities. The Plainview Manor Board will be required to fulfill the obligations previously set forth in the Ordinance pertaining to the governance of Plainview Manor and Whispering Pines Assisted Living.

ARTICLE 1 PLAINVIEW MANOR BOARD

Section I:

General Powers-

The business and affairs of Plainview Manor and Whispering Pines Assisted Living shall be managed by the Plainview Manor Board (hereafter referred to as "the Board"). The board shall have control of the expenditure of all money collected or donated to the credit of the Plainview Manor and Whispering Pines Assisted Living fund and the control of all its property, including the renting or construction of any buildings and the supervision, care, and custody of the grounds. All major decisions and contracts will be subject to approval by the City Council.

The Board shall determine all policies concerning Plainview Manor and Whispering Pines Assisted Living and in doing so, shall consider the needs of the residents, progressive changes in health care and the needs of the community. The Board shall authorize the Administrator to collect from all residents who are able to pay, or from someone for them, such compensation that is necessary for their health care and supplies. All residents shall receive the same level of care to the extent possible within regulatory requirements. The quality of care delivered to the residents will be monitored through reports given to the Board.

The Board is the face of the organization and helps promote the mission or vision of the facility along with supporting long/short term plans. The Board should not be involved in the day-to-day business or have employees not following the chain of command in concerns. If an employee does contact a Board member about a concern, they should be encouraged to fill out a grievance form based off the employee grievances policy within the employee handbook and to follow the chain of command.

Section II:

Ownership and Directors-

Plainview Manor and Whispering Pines are municipal health care facilities owned by the City of Plainview, Nebraska. The Board shall be made up of five (5) directors, who shall be residents of the City of Plainview, unless otherwise stated in Nebraska State Statute.

Employees of the Nursing Home or Assisted Living or City Office of Plainview or their spouses shall not be considered as candidates for the directors of the Board.

The Board shall acknowledge the reputation of the community, its members, appointed, for their ability to effectively participate in fulfilling the governing board's responsibility.

The initial appointment of the directors shall be staggered with terms, so that no more than two members' terms expire in the same year; thereafter the directors of the Board shall be appointed for a three-year term by the mayor, with the consent of majority of the City Council. Terms shall run from July 1 to June 30. At a regular or special meeting of the City council in June, the Mayor, with the consent of a majority of the members of the City Council, shall appoint a director(s) to the Board to fill any vacancy created by the expiration or termination of a

director's term. If a director's term expires, and the mayor fails to reappoint the Board member or appoint a new director to fill any vacancy, the City Council shall appoint such members(s) by a majority vote of the City Council.

Section III:

Meetings-

The Board shall hold regular meetings once each month. In addition, the Board may hold special meetings upon the call of the President or any three directors. The Board will meet at the Plainview Manor, unless unforeseen circumstance, in which then will be held at the Council Chambers. Notice of any regular or special meeting shall be given through the set agenda, delivered by the Friday before the meeting, if possible or no later than Monday. In the event of a special meeting and this procedure is impossible, notification shall be made at least 24 hours in advance of the special meeting. The agenda will be completed by the Administrator with the Board having the opportunity to add agenda items, by notification to the Administrator, prior to Board packet being distributed via e-mail addresses provided. The day and time of the Board meeting will be established in advance by the President, with consent of a majority of the Board and will remain as consistent as possible for the Board members.

Section IV:

Notices-

All regular and special meetings of the Board shall be proceeded with a legal notice published in a legal newspaper of general circulation in the community, or if there is none, with a newspaper of general circulation in Pierce County, Nebraska. The notice shall give the time and place of meeting and indicate that the meeting is open to the public. In addition, such notice shall indicate that a current agenda, as amended from time to time, is available for inspection in the office of the Administrator of Plainview Manor and Whispering Pines Assisted Living during normal business hours. In the event of a special meeting, such notice shall set forth the matter proposed for discussion. The agenda for all regular scheduled meetings must be prepared at least twenty-four hours prior to the meeting. It cannot be amended during that time; however, new business topics may be discussed, but no formal action can be taken on any of these matters. Only action on items listed in the notice for a special meeting can be taken at such a meeting. In the case of regular meetings, legal notice should be published during the week preceding the meeting. In the case of special meeting, legal notice shall be given by publishing in the same manner as for regular meetings when possible; but when not possible, legal notice shall be posted in three public places for at least twenty-four (24) hours prior to said special meeting.

Section V:

Quorum and Attendance-

Three directors shall constitute a quorum, provided that any motion, resolution, or order of the Board must receive the affirmative vote of three directors to be binding.

If a director is absent for half of the meetings of the Board in a year or if he or she is absent for two (2) consecutive meetings, the secretary shall notify that member, all other members and the mayor. The Board then has just cause to request the director's resignation from the Board unless otherwise excused by the Board.

Section VI:

Minutes-

The secretary of the Board shall include in the minutes of each meeting the time and specific place of each meeting actually convened; the name of each member of the Board present or absent at such meeting; and the manner in which notice of such meeting was given to the public, including the date(s) of publication, the exact wording of the notice, and the name of the newspaper in which notices was published, or in the event of posting, a copy of the notice posted

and the three locations where it was posted. The minutes of each meeting, following approval and adoption by the Board, shall be available for inspection by the public in the offices of the Administrator of Plainview Manor and Whispering Pines Assisted Living during normal business hours and within ten (10) days of the meeting.

Section VII:

Voting-

All five regular directors shall vote in person and by roll call. The secretary shall record the vote of each member of the Board in the minutes of the meetings.

Section VIII

Orientation-

All new members appointed to the Board shall have an orientation program to help them become familiar with the rules, regulation, and activities of Plainview Manor and Whispering Pines Assisted Living. Board members shall also be given a tour of the facilities/grounds by the Administrator. All Board members shall also be given a copy of the Bylaws for the Plainview Manor Board to provide guidance regarding the Nebraska Open Meetings Act and Robert's Rules of Order.

ARTICLE 2 OFFICERS OF THE PLAINVIEW MANOR BOARD

Section I:

Officers-

The officers of the Plainview Manor Board shall be a President, a Vice-President, and a Secretary-Treasurer. There are no set term limits for the Manor Board.

Section II:

Election and Term of Office-

Election of officers will occur every year at the July regular meeting of the Board. Officers shall hold their respective offices for one year or until their successors are elected, provided that any officer may succeed himself or herself upon the affirmative vote of the Board.

Section III:

Removal- The Board may, at any meeting called for such purpose, remove any director from his or her elected office with a majority vote of the remaining directors.

Section IV:

Office Vacancies- Any vacancy occurring in the office of President, Vice-President, or Secretary-Treasurer by death, resignation, removal or otherwise shall be filled for the unexpired portion of the term by the Board at the next regular meeting or a special meeting called for such purpose.

Section V:

President- The President shall be the chief executive officer of the Board and subject to the direction of the Board and the Council. He or she shall have general oversight of the business affairs and property of Plainview Manor and Whispering Pines Assisted Living and control of its officers. The President shall have other duties and responsibilities and may exercise such other powers as are usually incident to the office or are from time to time assigned to him or her by the bylaws or by the Board. The President shall lead the board meeting and keep control of the meeting.

Section VI:

Vice President-At the request of the President, or in his or her absence or disability, the Vice President shall perform all the duties of the President. When so acting, the Vice-President shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall have such other duties and responsibilities and may exercise such other powers as from time to time may be assigned to him or her by the bylaws, the Board, or the President.

Section VII:

Secretary-Treasurer- It shall be the duty of the Secretary-Treasurer to keep an accurate record of accounts and proceedings of all meetings of the Board; give all notices required by the law, the Board, the Ordinance, or these Bylaws; and assist in keeping the books and accounts of the Board and its correspondence. Board minutes must be thorough, detailed and provide enough information for all board members to reference. The Secretary-Treasurer shall have such other duties and responsibilities and may exercise such other powers as are usually incident to the office or as from time to time may be assigned to him or her by these bylaws, the Plainview Manor Board, or the President. As Treasurer, he or she shall cause true and accurate books and accounts, receipts, records, and other documents, including all assets and liabilities, to be kept and maintained, covering all financial transactions carried on by Plainview Manor and Whispering Pines Assisted Living. Plainview Manor and Whispering Pines current financial status shall be presented at the monthly meeting of the City Council of Plainview, Nebraska. The Board may delegate all or part of the authority and duty of the Secretary-Treasurer to an assistant.

ARTICLE 3 ADMINISTRATION

Section I:

Administrator- The Plainview Manor Board shall select and employ or contract with a suitable, competent chief administrative officer, who shall be the Board's direct executive representative in the management of Plainview Manor and Whispering Pines Assisted Living, and who shall be called the Administrator. The Board may choose to enter into an agreement with an established reputable health care management consulting firm for its expertise in all phases of health care services, especially management. The Administrator shall be given the necessary authority and responsibility to operate Plainview Manor and Whispering Pines and all its activities and departments, subject only to such policies as may be adopted and such orders as may be issued by the Board or any of its committees to which it has delegated power for such action. The Administrator shall act as a duly authorized representative of the facilities in all matters in which the Board has not formally designated some other person to act.

Section II:

Duties- See Job Description for Administrator

ARTICLE 4 COMMITTEES

Section I:

Authority- The Board may delegate such of its responsibilities not otherwise prohibited by law or by these Bylaws to one or more committees with clearly defined responsibility. Committees shall consist of at least two (2) directors from the Board, together with such other individuals as the President of the Board shall designate, provided that lay members of such committees shall have no vote. Committee members and chairmen of said committees shall be

appointed by the President of the Board. Appointments shall be made at the regular July meeting of the Board of Directors. With a majority vote, the committee can bring items to the full Board for consideration. Committees shall not be permitted to accomplish by committee vote any action which is required to be accomplished at a public meeting under the Open Meetings Law of the State of Nebraska, 1943 RRS, Chapter 84, Article 14, unless such meeting is convened pursuant to such Act, and committees shall possess only such authority as shall be delegated by

Section II:

Additional Committees- The Board will establish additional committees as necessary. These include: A planning committee (Long-Range Planning) which shall consist of representatives from the Board, the Medical Staff, and the Administrator. The purpose of the Committee is to review the Plainview Manor's purpose and goals, policies, and current programs. The Committee shall also review and make recommendations regarding the annual operating budget and a three- year capital expenditure plan for the facilities. The Committee shall meet as necessary, but at least annually, and Committee finding or recommendations shall be made to the Board.

ARTICLE 5 ORDER OF BUSINESS: RULES OF ORDER

All open Board meetings must be video, or audio recorded to reference at any time.

Section I:

Order of Business- The order of business at all meetings of the Board shall be:

- A. Roll Call
- B. Announcement of the Open Meetings Act
- C. Call to Order
- D. Approval of agenda to include -financials, statistics, and payables.
- E. Approval of the minutes from all previous meetings.
- F. Reports of office and committees.
- G. Consideration/action on unfinished business.
- H. Consideration/action on new business.
- I. City Mayor comments regarding Manor business.
- J. Executive session.
- K. Public Comments.

Section II:

Rules of Order-Except as otherwise provided for in the Ordinance or these Bylaws, the latest edition of ROBERT'S RULES OF ORDER shall determine procedure at all meetings of the Board. Only items listed on the agenda can have any action by the board or directors. Additional items can be discussed but no legal action can be carried out via a vote until it is placed on a future board meeting agenda.

Any Board member or administrator can ask for an Executive closed session. Executive session must have a specific reason, motion made to go into closed confidential executive session and time documented. The Board can go into Executive session for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Executive sessions can only take place for reasons according to the Nebraska Open Meeting Acts. If the topic of Executive session involves an evaluation of the job performance of any employee, they must be notified twenty-four (24) hours prior to scheduled board meeting and have the right to attend such executive session. Only members of the Board of Directors, Mayor of the City of Plainview and such specific employee(s) are allowed in attendance. All content

within executive session must remain strictly confidential within only members in attendance. Executive sessions may not be video, or audio recorded at any time. Upon conclusion of executive session, a motion shall be made to come out of closed session and into open session with time documented. No motion or action shall be taken in executive session other than a motion to come out of executive session.

The Board President can ask for any public comments at any time of the board meeting regarding the agenda topic. All other public comments must be refrained until public comments section of the agenda and must be willing to publicly announce/identify themselves in attendance. All comments will be limited to five (5) minutes, and the public individual must always remain respectful. No action can be completed on public comments and if needed, a topic of discussion can be added to a future board meeting agenda.

ARTICLE 6 PROHIBITION AGAINST PRIVATE PROFIT

No director, officer or employee of any director or officer, or committee, nor any other private person connected with the facilities, shall receive any of the earnings or pecuniary profit from the operation of Plainview Manor and Whispering Pines, provided that this shall not prevent the payment of any such person or employee of such reasonable compensation for services rendered to or for the facilities and effectuating any of its purposes as shall be fixed by the Board.

ARTICLE 7 EXEMPT ACTIVITES

Not with standing any other provisions of the Bylaws, no director, officer, employee or representative of the Plainview Manor and Whispering Pines shall take any action or carry on any activity by or on behalf of the facilities not permitted to be taken or carried on by any organization exempt under Section 170(c)-(1) of the Internal Revenue Code, or the regulations pertaining thereto as the same now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170 (c)-(1) of such code and regulations as they now exist or may hereafter be deductive under Section 170(c)-(1) of such code and regulations as they now exist or hereafter be amended.

ARTICLE 8 MISCELLANEOUS

Section I:

Property- The title to all properties of Plainview Manor and Whispering Pines, both real and personal, shall be vested in the City of Plainview for each facility.

Section II:

Contributions- All contributions, unless restricted for a specific purpose, will be used for such purposes as the Board of Directors may direct, unless made directly to any private foundation supporting the facilities. In the absence of any direction to the Board or foundation(s), non-restricted gifts may be used for the general purpose of Plainview Manor and Whispering Pines Assisted Living. Restricted contributions shall be used only for the purposes and in the manner for which they were made as approved by the Board. Contributions include bequests and devisees under Last Wills of deceased persons or trust instruments.

Section III:

Auxiliary organizations- The Board may make provisions for the establishment of auxiliary organizations, and when it so provides, it shall review and must approve the Bylaws that delineate the purpose and functions of any organization.

Section IV:

Voluntary Groups or Individuals- Any individual or group who wishes to provide an activity in the facilities must have administrative approval prior to doing so.

Section V:

Indemnification of Board of Directors- Each Director and each officer shall be indemnified by the Plainview Manor and Whispering Pines Assisted Living against all cost and expenses reasonably incurred by or imposed upon him or her in connection with or resulting from any civil or criminal action suit, or proceeding to which he or she may be made a party by reason of his or her being or having been a Director. Such right to indemnification shall include reasonable amounts paid and such expenses incurred in settling, comprising or otherwise adjusting any such action, suit or proceeding, for the purpose of avoiding further costs of litigation; provided however such right to indemnification shall exist only if Plainview Manor and Whispering Pines Assisted Living are advised in writing by the City's legal counsel, that in his/her opinion, the person claiming the right to be indemnified was not guilty of gross negligence or intentional misconduct. The right of indemnification hereunder shall not be exclusive to other rights to which a director may be entitled as a matter of law or by agreement.

ARTICLE 9 REFERENCES

As used throughout these Bylaws, the following words or terms shall have the following meanings:

- A. Ordinance: An ordinance passed September 28, 2016, which established the Plainview Manor board and authority for these Bylaws, together with all amendments or revisions thereof.
- B. Council: The City Council of the City of Plainview, Nebraska
- C. Board: The Plainview Manor Board
- D. Director: One member of the Plainview Manor Board
- E. Manor: Plainview Manor of Plainview, Nebraska
- F. Assisted Living: Whispering Pines of Plainview, Nebraska
- G. Facilities: Plainview Manor, Whispering Pines Assisted Living, and any other businesses under the direction of the Plainview Manor Board

Approved by the Board of Directors on 11-18-2025 Approved by the City Council on 12-09-2025



City Administrator Contract

Introduction

This Agreement, made and entered into this 9thth Day of December, 2025 by and between the City of Plainview Nebraska, a municipal corporation, (hereinafter called "Employer") and Jeremy Tarr, (hereinafter called "Employee") an individual, both of whom agree as follows:

Section 1: Term

A. This agreement shall remain in full force in effect from October 1, 2025 until September 30, 2026 or until terminated by the Employer or Employee as provided in this agreement.

Section 2: Duties and Authority

Employer agrees to employ Jeremy Tarr as City Administrator to perform the functions and duties specified in the City of Plainview code and to perform other legally permissible and proper duties and functions as enumerated by the Mayor and or City Council and as listed in the job description of the City Administrator.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee a salary of \$94,126.55 payable in semi-monthly installments at the same time the other employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall be given on an annual basis to increase compensation.
- D. The Employer may agree to increase the compensation of the Employee dependent upon the results of the performance evaluation.

Section 4: Health, Disability and Life Insurance Benefits

Employee shall receive all health insurance for himself and his family at no expense to employee. Life insurance shall be as provided to all City of Plainview employees as per the City of Plainview Handbook.

Section 5: Vacation, Sick, and Military, Leave and Holidays

Employee shall accrue paid vacation at the rate of 13 hours per month as per the City of Plainview Handbook. All other leave will be granted as provided to All City of Plainview employees.

Section 6: Mileage

Employer shall provide the Employee mileage compensation for work related miles on his personal vehicle outside of the corporate limits of Plainview. Said rate will be equal to the federal rate allowed.

Section 7: Retirement

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf as provided to the City of Plainview employees.

Section 8: General Business Expenses

- 1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- 2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer to the state league of municipalities, and such other state, and local governmental groups and committees in which Employee serves as a member.
- 3. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer, subject to City Council Approval.
- 4. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The City Treasurer is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

Technology and Cell Phone: The Employer shall provide Employee with a computer, software, and fax/modem, for the Employee to perform the job and to maintain communication. Employer shall provide Employee a smart cell phone with unlimited use and data for work purposes as well as personal use.

Section 9: Termination For the purpose of this agreement, termination shall occur when:

1. The Employee is not reappointed by the Mayor or his duly appointed representative(s) at any time.

- 2. If the Employer, citizens or legislature acts to amend any provisions of the charter, code, or enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- 3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, such action shall constitute a breach of this agreement and will be regarded as a termination.
- 4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the suggestion.
- 5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 19.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

- A. Severance Payments: Termination for Any or No Reason and consideration given for Release of All Claims against City. In the event the Mayor, with or without the approval of council, during the term of this Agreement, terminates the Employee for any or no reason, the Employer agrees to pay the Employee six months of the Employees salary plus insurance in exchange for a Release of all Claims against the Employer, and its elected and appointed officials, managers, employees, and agents, for any and all claims of any nature whatsoever which may arise by reason of such termination, including, but not limited to an alleged breach of this contract (or any express or implied contract), or any federal law, state law, or local ordinance, or a constitutional process claim that Employee's termination by the Employ deprived Employee of a property interest and continued employment with the Employer and of a liberty interest in the Employee's good name and reputation. Such payments will be made in installments on the city's regularly scheduled pay dates.
- B. Value of Claims against City Released by City Administrator and Participation in Post-Agreement Proceedings. The City agrees to provide such a severance payment to the employee to avoid the expense of:
- Conducting a pre- and post-termination grievance hearing which will cost the Employer \$10,000 or the equivalent of at least one month's salary for the Administrator.
- 2. Conducting a "Loudermill" hearing and "full blown" due process hearing which will cost the Employer \$10,000 or the equivalent of at least two months salary for

the City Administrator.

- Defending a discrimination charge brought under the municipal code, state law, and/or federal law which will cost the Employer \$5,000 or the equivalent of at least one month's salary for the City Administrator.
- 4. Defending a breach of contract claim which will cost the Employer \$5,000 or the equivalent of at least one month's salary for the City Administrator.
- 5. The Employee, in accepting this severance package, agrees after termination of employment with the City of Plainview that he will voluntarily participate and cooperate with the Employer in the defense of the City of Plainview and its elected officials and employees and the prosecution of any action or proceeding about which the Employee has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the City of Plainview Attorney at mutually convenient times regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial at a mutually agreed upon time.

The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation for eight months following termination.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days' notice unless the parties agree otherwise. Employee shall not be compensated as per Section 10 if Employee resigns.

Section 12: Suspension

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement by a majority vote of the governing body. If the governing body should vote to suspend employee, employer shall provide employee with a comprehensive list of all claims and accusations giving rise to the suspension within five (5) days of said suspension.

Section 13: Performance Evaluation

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate full-time equivalent work schedule. Schedule may be altered by Mayor if needed.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole full-time employment. Any other employment must be approved by the Mayor.

Section 16: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnity Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the

performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Mayor, City of Plainview, PO Box 757 Plainview, NE 68769

(2) EMPLOYEE: Jeremy Tarr, 604 S 4th St Plainview, NE 68769 Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on November 11, 2025.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Jeremy Tarr, City Administrator	
City of Plainview Robert Smith, Mayor	
Attest, Plainview, City Clerk	