

CITY COUNCIL PROCEEDINGS
September 24, 2025

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

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council members Jim Angell, Rick Holland, Keith Marvin, Kevin Woita, Jeremy Abel, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez and City Clerk-Treasurer Tami Comte. City Attorney Michael Sands attended via Zoom.

Also present for the meeting were: Deputy Clerk Lori Matchett, Account Clerk Elizabeth Parker, Water Plant Operator Dan Sobota, Water Operator William Fiala III, Park/Auditorium Supervisor Bill Buntgen, Power Plant Supervisor John Smaus, Andrew Wilshusen with JEO and Marlene Hein.

The meeting opened with the Pledge of Allegiance.

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

Council member Jim Angell made a motion to approve the minutes of the September 10 and 16, 2025 meetings of the Mayor and City Council as presented. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

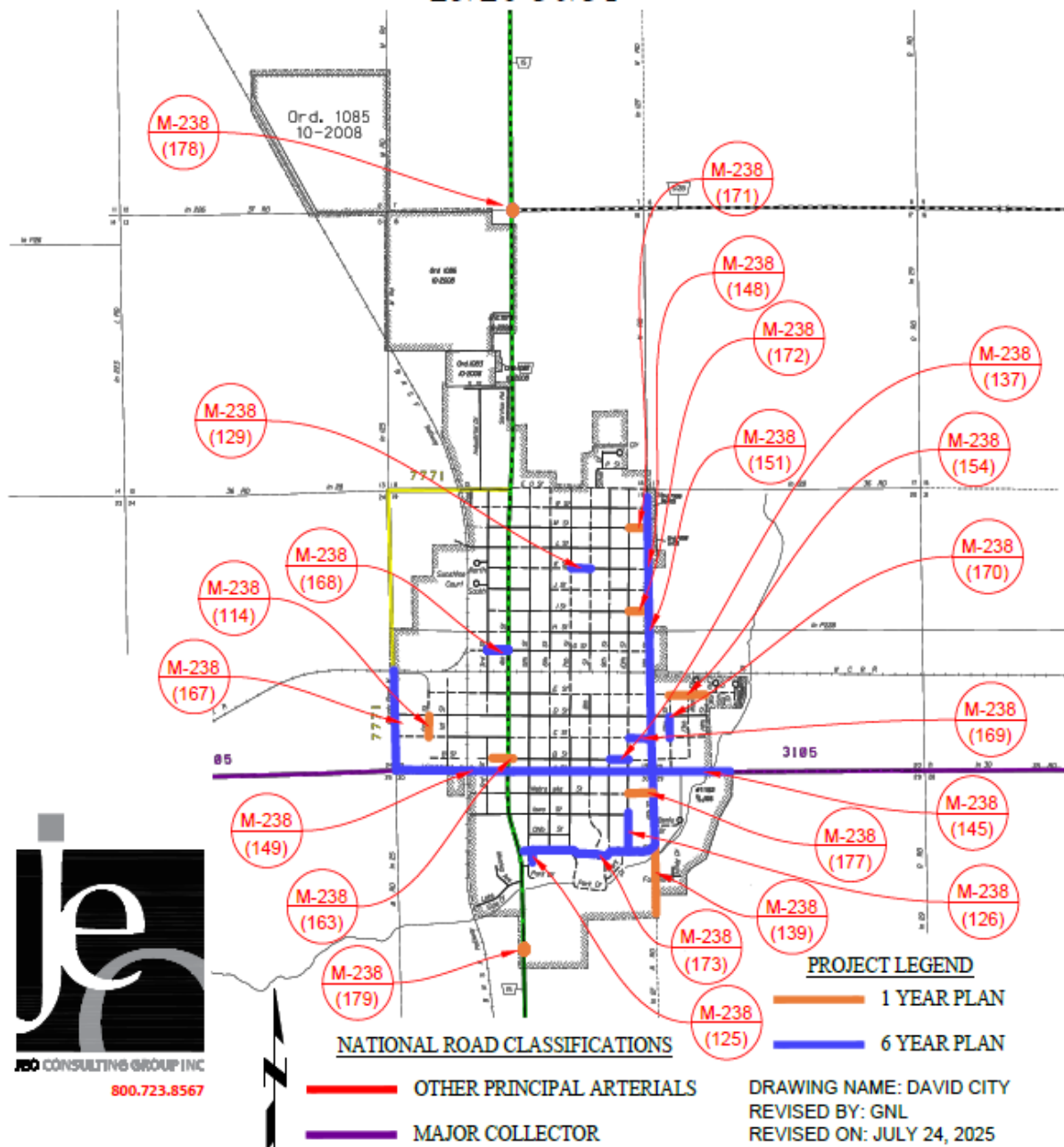
Mayor Jessica Miller opened the public hearing at 7:02 p.m. to consider a one-year and six-year street improvement program for the City of David City.

Andrew Wilshusen, PE, with JEO Consulting Group, reviewed the one-year and six-year street improvement plans.

Mayor Miller discussed adding 5th Street from C Street to Nebraska Street to the one-year street improvement plan. She mentioned to Andrew Wilshusen that there was some interest in maintaining the bricks. Mayor Miller stated that the City needs to be fiscally responsible when deciding whether to keep the bricks or not.

Hearing no further comment, Mayor Jessica Miller closed the public hearing at 7:07 p.m.

DAVID CITY, NEBRASKA
ONE AND SIX YEAR PLAN
FISCAL YEAR
25/26-30/31



Completed Projects (FY 24/25)				City of David City	
Project #	Street Name	Start	End	Description of Work	Length (mi) Final Cost
M-238(175)	Scout Lane	Hwy 15	Monarch Dr.	Concrete Street Paving	0.07 \$ 150,000
M-238(176)	Northland Sub.			Concrete Street Paving, Drainage Improvements	1 \$ 1,500,000

One Year Plan - Fiscal Year 2025/2026 Projects (October 1st to September 30th)					City of David City	
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-238(114)	Oak Street	"C" Street	"D" Street	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.08	\$ 130,000
M-238(139)	11th Street	Kansas St.	Cemetery	Existing Gravel Street to 27' Wide 6" Concrete Street (NIC Bridge)	0.48	\$ 325,000
M-238(154)	"E" Street	12th St.	14th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.22	\$ 350,000
M-238(163)	"B" Street	3rd St.	4th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.08	\$ 125,000
M-238(171)	"M" Street	10th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.08	\$ 135,000
M-238(172)	"I" Street	10th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.08	\$ 135,000
M-238(177)	Nebraska St.	10th St.	11th St.	Existing Gravel Street to Concrete Pavement and Drainage	0.04	\$ 145,000
M-238(178)	Hwy 15	Cooperative Way		Intersection, Concrete Paving, Drainage Improvements	0.25	\$ 2,500,000
M-238(179)	Scout Lane	Hwy 15		Intersection Improvements, Concrete	0.25	\$ 1,500,000

Six Year Plan - Fiscal Year 2026/2027 to 2030/2031 Projects (October 1st to September 30th)					City of David City	
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-238(125)	5th Street	Kansas St.	Park Trail	Existing Gravel Street to 27' Wide 6" Concrete Street	0.5	\$ 175,000
M-238(126)	10th Street	Kansas St.	Iowa St.	Existing Gravel Road to 27' Wide 6" Concrete Street	0.14	\$ 250,000
M-238(129)	"K" Street	7th St.	8th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(137)	"B" Street	9th St.	10th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(145)	"A" Street	Hwy 15	East Corporate Limits	Existing Bituminous Street with Asphalt Overlay	1.05	\$ 350,000
M-238(148)	11th Street	"O" St.	"H" St.	Existing Asphalt Street to 32' Wide 8" Concrete Street	0.5	\$ 1,500,000
M-238(149)	"A" Street	Hwy 15	County Road M	Existing Asphalt Street to 27' Wide 8" Concrete Street	0.42	\$ 850,000
M-238(151)	11th Street	"H" St.	"A" St.	Existing Asphalt Street to 32' Wide 8" Concrete Street	0.82	\$ 2,400,000
M-238(167)	"M" Road	"A" St.	CNRR	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.37	\$ 700,000
M-238(168)	"G" Street	3rd St.	4th St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(169)	"C" Street	10th St.	10th St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(170)	12th Street	"C" St.	"D" St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(173)	Kansas Street	4th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.55	\$ 1,125,000

Council member Keith Marvin made a motion to pass and adopt Resolution No. 22-2025 updating the one-year and six-year street improvement plan. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

RESOLUTION NO. 22-2025

WHEREAS, The City of David City, Nebraska, has conducted a Public Hearing on September 24, 2025, in accordance with the requirements of the Board of Public Roads Classifications and Standards.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the updated One Year and Six Year Street Improvement Plans for Streets, as presented at the public hearing, are unanimously accepted and the City Clerk is hereby instructed to forward a certified copy of this resolution to the Board of Public Roads Classification and Standards of the State of Nebraska.

PASSED AND APPROVED this 24th day of September, 2025.

Mayor Jessica Miller

City Clerk Tami Comte

Council member Keith Marvin made a motion to accept the quote from Tillotson Roofing to replace the power plant roof including the office as the lowest and most responsible quote. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Page 1

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



Contract #32295 - 40295
Page 1 of 1
Date: 9/3/2025
7,866 square feet
8,068 expanded square feet

To: John Smaus - David City Power Plant
490 E St
David City, Nebraska 68632
Phone: 402-525-3898
(herein "Client")

Job 590 N 11th St
Location: David City, Nebraska 68632

**UPPER FULLY ADHERED ROOF
BALLASTED ROOF
STANDING SEAM METAL ROOF**

Submit specifications & estimates for: installing Silkoxy Silicone SYSTEM over Single ply roofing material to upper fully adhered roof. System will extend to outer edge of cap metal.

1. Apply Everprep Cleaner/Surface at a rate of 500 ft/gal. Power wash completely off.
2. Seams and Penetrations: Apply Everseal at the rate of 55 mils over the seams or Silicone at the rate of 3 gallons/square in a 6 inch wide strip.
3. Remove specified vent and pipe. Cover with metal cap. Seal into system as necessary.
4. Install leveler into low area by scupper boxes to mitigate standing water. Install Spunflex reinforcing fabric over leveling material into top coat application.
5. Apply one coat of Silkoxy Top Coat for a total coverage rate of 2.0 gallons per square.
Relieve tension from areas of membrane that are stretching and seal into roof system using termination bar; fasteners, reinforced fabric and coatings.

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

Finished color: White

Install the above system in accordance with Everest Systems specifications.

**Total average dry mils over seams is 55 Mils+ and 30 Dry mils in the field of the Single Ply
Elongation 468% Tensile Strength 205 psi**

WARRANTY: 12 year "leak free" material and 12 year "leak free" labor warranty (non pro-rated).

** This system has an eighteen year life expectancy.*

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

Submit specifications and estimates for: removing old roof system & installation Everest Systems over existing ballasted EPDM using Everest HT and Fabric.

1. Remove river rock off EPDM membrane. **ROCK TO BE REMOVED AND DISPOSED OF BY CUSTOMER.**
2. Power wash specified area.
3. Relieve tension from areas of membrane that are stretching and seal into roof system using termination bar, fasteners, reinforced fabric and coatings.
4. Install screws and 3 inch plates every two feet.
5. Apply 12" fabric and Everest EC base coat to saturate fabric all around roof edge
6. After the application of Evercoat EC base coat at a rate of 2 gallons per square and immediately embed the 40" wide fabric into the wet coating with a brush or roller.
7. After the application of Everest EC base coat and fabric, apply a second coat of Everest EC base coat at a rate of 1.2 gallon per square, for a total of 3.2 gallons per square.
8. Apply Evercaulk FG where necessary.
9. After the base coat applications have dried completely, apply one coat of Neogard aliphatic top coat at the rate of 1.5 gallons per square.
10. Apply spray in place polyurethane foam to two brick pillars at an average of 1 1/4". Foam application will be coated with Everest HT Base and Top Coat at a rate of approximately 1.5 gallons per square per coat.

Tillotson Enterprises, Inc. will comply with OSHA fall protection guidelines by either installing a temporary OSHA-compliant fence with an assigned OSHA monitor or, for roofs under 50 feet wide with a pitch of 4/12 or less, using only an OSHA monitor. If neither an OSHA monitor

Page 2

nor a fence is applicable, workers will be tied off during all phases of work.

Finished color: White

Install the above system in accordance with Everest specifications.

Total dry mils plus fabric over entire specified surface is 55 mils+

Elongation 600% Tensile Strength 500 psi

WARRANTY: 12 "leak free" material and 12 year "leak free" labor warranty (non pro-rated).

* This system has an eighteen year life expectancy.

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

We hereby submit specifications and estimates for: installing Everest Systems MR SYSTEM to standing seam metal.

1. **SURFACE PREPARATION:** Power wash all of the specified surfaces.
TEI is not responsible for damage to or the repair or replacement of contents and/or structure of building (drywall, ceiling tiles, etc.) caused from water entering building during the power washing process.
2. **SECURE METAL SHEETS:** Tighten sheet metal and replace missing screws.
3. **PATCH BREAKS ON TIN:** Where tin is broken, reinforce with tin, caulk, and screws.
4. **SEAL AROUND PENETRATIONS:** Seal with Everseal sealant around every penetration and add curbs where needed to avoid water ponding.
5. **CAULKING FASTENERS:** Caulk over the top of screws with Sealant or base coat, this puts a seal around the neoprene washer that cracks.
6. **VERTICAL SEAMS:** Vertical seams are also caulked also with Evercaulk and then brushed so to seal the side gap.
7. **HORIZONTAL SEAMS:** Horizontal seams seal by caulked also with Sealant and then brushed so to seal the side gaps.
8. **TOP COAT WITH:** Evercoat HT Top Coat is used to provide a uniform appearance with a coverage rate of approximately 2.0 gallons per square.

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

Finished color: White

Install the above system in accordance with Everest Systems specifications.

Average dry mils plus fabric over seams is 50 Mils+ and 17 Dry mils in the field metal

Elongation 600% Tensile Strength 500 psi

WARRANTY: 12 year "leak free" material and 12 year "leak free" labor warranty (non pro-rated).

Moisture inside building due to condensation may occur and is not covered under warranty.)

* This system has a twenty year life expectancy

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

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

We hereby propose to furnish material and labor - in accordance with the above specifications, for the sum of: Fifty Four Thousand Nine Hundred Ninety Two dollars \$54,992.00

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

Page 3

specifications and conditions are satisfactory and are hereby accepted. The contractor is authorized to do the work specified. Tillotson Enterprises Inc. reserves the right to charge client for expenses incurred for a warranty service call if it is determined the problem is not a warranty issue covered by material and/or labor.

There will be an additional 3.5% fee on the transaction amount for invoices paid with credit card or debit card.

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

1st Payment: \$27,496.00 dollars
Date Paid:

2nd Payment: \$27,496.00 dollars
Date Paid:

If the first down payment is not received with the contract, then any additional material cost, labor cost, etc. will be passed on to the client when the job is started and included in the first payment.

Acceptance of the proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

We agree to furnish the above items and conditions herein contained. All agreements contingent upon strikes, acts of God, or other causes beyond our control.

Date of Acceptance _____

This contract price is void after 30 days

Purchaser _____

Contractor _____

EVERMETAL

ROOF RESTORATION SYSTEMS



EVEREST
SYSTEMS



BEFORE



AFTER

PERFORMANCE

- Watertight
- Durable
- UV Resistant
- Seamless
- Fully Adhered

ENVIRONMENT

- No Tear Off
- High Reflectivity
- Low VOC
- Low Odor
- Sustainable

VALUE

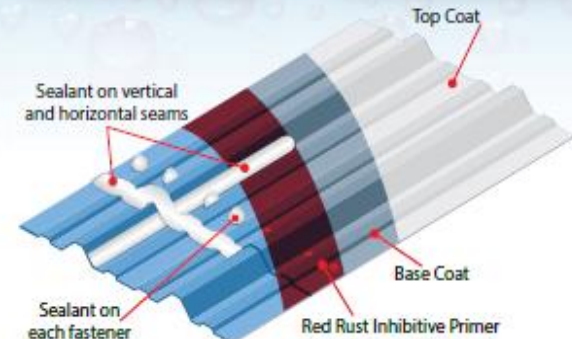
- Energy Saving
- No Tear Off
- Air Barrier
- Low Cost
- Tax Benefits

Benefits of EverMetal

- ▶ Cuts energy costs up to 30%
- ▶ Extends life of the building
- ▶ Sustainable



10
15
20
YEAR
WARRANTIES
AVAILABLE



Top Coat
Sealant on vertical and horizontal seams
Base Coat
Sealant on each fastener
Red Rust Inhibitive Primer

800.575.8966
Inquiries@everestsystemsco.com
www.everestsystemsco.com



CRRG
COOL ROOF RATING COUNCIL



MIAMI-DADE COUNTY
APPROVED



CLASSIFIED
UL



CALIFORNIA
TITLE 24
COMPLIANT



- ◀ Industry leading technology
- ◀ Acrylic Coatings
- ◀ Silicone Coatings
- ◀ Spray Polyurethane Foam
- ◀ Specialty sealants, cleaners, primers
- ◀ Class A UL approvals
- ◀ Approved Applicator program
- ◀ Warranties up to 20 years



EverCoat

- ◀ Extends the Life of the Roof
- ◀ Cost Effective
- ◀ High Performance
- ◀ Watertight
- ◀ UV Resistant
- ◀ No Tear Off
- ◀ Sustainable

EverMetal

- ◀ Watertight
- ◀ Cost Effective
- ◀ Energy Saving
- ◀ Seamless
- ◀ Air Barrier
- ◀ UV Resistant
- ◀ No Tear Off
- ◀ Sustainable

EverFoam

- ◀ Extends the Life of the Roof
- ◀ Cost Effective
- ◀ Fully Adhered
- ◀ Seamless
- ◀ Air Barrier
- ◀ UV Resistant
- ◀ No Tear Off
- ◀ Sustainable

EverPly

- ◀ Durable
- ◀ Seamless
- ◀ Fully Adhered
- ◀ Energy Saving
- ◀ No Tear Off
- ◀ Tax Benefits
- ◀ High Reflectivity
- ◀ Sustainable

EverTight

- ◀ Watertight
- ◀ UV Resistant
- ◀ Seamless
- ◀ Energy Saving
- ◀ No Tear Off
- ◀ Low Cost
- ◀ High Reflectivity
- ◀ Sustainable



EVERCOAT

ROOF RESTORATION SYSTEMS



EVEREST SYSTEMS



BEFORE



AFTER

PERFORMANCE

- Watertight
- Durable
- UV Resistant
- Seamless
- Fully Adhered

ENVIRONMENT

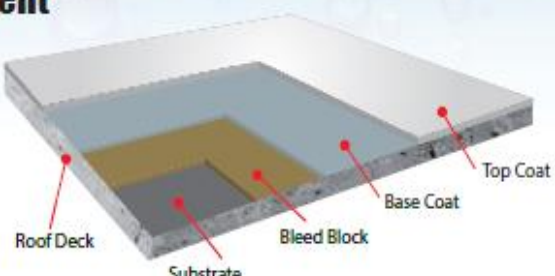
- No Tear Off
- High Reflectivity
- Low VOC
- Low Odor
- Sustainable

VALUE

- Energy Saving
- No Tear Off
- Air Barrier
- Low Cost
- Tax Benefits

Benefits of EverCoat

- ▶ Saves money over roof replacement
- ▶ Extends the life of the roof
- ▶ Cuts energy costs up to 30%



Roof Deck
Substrate
Bleed Block
Base Coat
Top Coat



10
15
20
YEAR
WARRANTIES
AVAILABLE

800.575.8966
Inquiries@everestsystemsco.com
www.everestsystemsco.com



CRRG
COOL ROOF
RATING COUNCIL



MIAMI-DADE COUNTY
APPROVED



CLASSIFIED
UL



CALIFORNIA
TITLE 24
COMPLIANT



- ◀ Industry leading technology
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- ◀ Spray Polyurethane Foam
- ◀ Specialty sealants, cleaners, primers
- ◀ Class A UL approvals
- ◀ Approved Applicator program
- ◀ Warranties up to 20 years



EverCoat

- Extends the Life of the Roof
- Cost Effective
- High Performance
- Watertight
- UV Resistant
- No Tear Off
- Sustainable

EverMetal

- Watertight
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EverFoam

- Extends the Life of the Roof
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EverPly

- Durable
- Seamless
- Fully Adhered
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- Tax Benefits
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- Sustainable

EverTight

- Watertight
- UV Resistant
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- Sustainable



EVERPLY-60

60 mil Membrane

ROOFING SYSTEM

EVEREST SYSTEMS



BEFORE **AFTER**

Benefits of EverPly

PERFORMANCE	ENVIRONMENT	VALUE
Watertight Durable UV Resistant Seamless Fully Adhered	No Tear Off High Reflectivity Low VOC Low Odor Sustainable	Energy Saving No Tear Off Air Barrier Low Cost Tax Benefits

- ▶ **Unlimited wind uplift warranty**
- ▶ **Fully adhered fabric membrane**
- ▶ **Seamless monolithic membrane**
- ▶ **Extends life of the roof**
- ▶ **Cuts energy cost up to 30%**

10 15 20 YEAR WARRANTIES AVAILABLE

UV resistant, High reflectivity Layer

Base Layer

Reinforcing Fabric

Intermediate Layer

Substrate

800.575.8966
Inquiries@everestsystemsco.com
www.everestsystemsco.com

CRRC
COOL ROOF RATING COUNCIL

MIAMI-DADE COUNTY
APPROVED

CLASSIFIED
UL

TITLE 24
CALIFORNIA COMPLIANT



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EverMetal

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EverTight

- Watertight
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- Low Cost
- High Reflectivity
- Sustainable



Council member Keith Marvin made a motion to table the quotes for purchasing a Case 580SN Backhoe with trade-in of the used Case 580SN Backhoe until the end of October.

Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg:

Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to approve purchasing the Neptune 360 Meter Data Management Platform. Council Member Rick Holland seconded the motion.

The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg:

Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

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Municipal Supply, Inc.

Municipal, Contractors & Industrial Supplies
21644 William Circle
402-408-0500
Gretna, NE 68028
1-844-417-7370
FAX 402-408-0499

June 9, 2023

David City Utilities
% Anthony Kobus
1220 E Street
David City, NE 68632-0191

Dear Anthony:

As per our conversation, please see our budget numbers you requested. I'm quoting you two Gateways.

Neptune R900 AMI System

1	Neptune 360 SaaS Platform (AMI) Annual Subscription 13980-203 (1,500 accounts)	5,400.00	5,400.00
1	Neptune 360 AMI Set-Up Fee 13980-002	3,825.00	3,825.00
1	Neptune 360 On-site Training 13980-004	1,800.00	1,800.00
2-3	R900 Gateway with Verizon/AT&T Cellular Modem 13458-000	9,750.00	19,500.00 - 29,250
2-3	R900 Gateway Data Collector - Extended Warranty Annual Price Starting at Year 2; Up to 4 Additional Years	1,500.00	3,000.00 - 4,500
2-3	UPS Outdoor System Assembly - Wall / Pole Version R900 Gateway - Power Option 13070-100	2,300.00	4,600.00 - 6,900
2-3	R900 Gateway RF Antenna 13146-100	426.00	852.00 - 1,278
2-3	R900 Gateway - Pre-Terminated Coax (Connectors Already Installed) 50 Ft. 13090-006	600.00	1,200.00, 1,800
2-3	Approximate Expense for installation of Gateways	10,000.00	20,000.00 - 30,000
Total:		\$60,177.00	- 73,728

Note:

Customer Responsibility for Cellular Plan
Customer Responsibility to Provide AC Power to Gateway Collector

David City Utilities
June 9, 2023
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If you have any questions or if we can be of any further assistance, please do not hesitate to give us a call.

Sincerely,

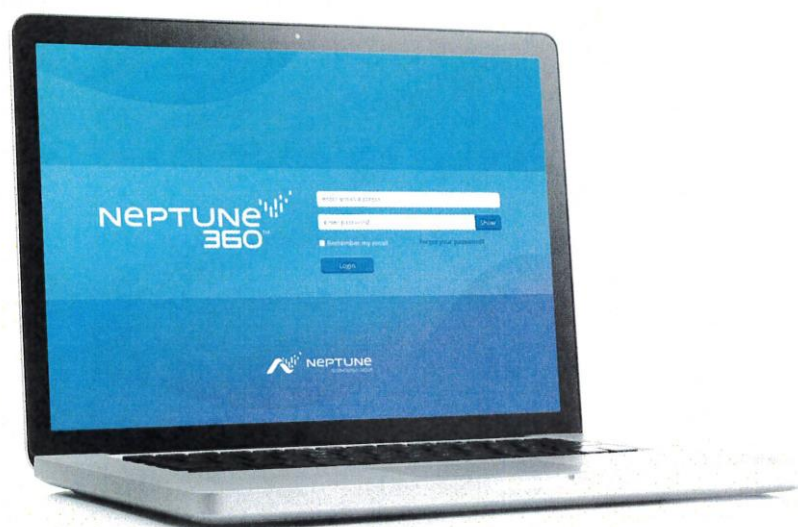


Todd A. Speth
Territory Manager

CC: Nick Cline

Neptune® 360™ Meter Data Management Platform

A Product of Neptune Technology Group





Turn Information into Action

Data is just data unless you can use it effectively.

Go beyond basic meter reading and billing with Neptune® 360™ and gain a deeper understanding of the data you collect for faster, more informed decisions.

From mobile meter reading to an AMI network, use the same software platform. Your utility and consumer data all in one place, without the burden of maintaining IT infrastructure.

Integrate and share your data seamlessly, respond to your customers faster, and proactively identify and resolve issues quickly with software designed specifically for water utilities.

Putting Your Data in View

Having data is one thing, making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water customers while also providing consumers self-service access to their water consumption. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.



Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360. No longer install servers or perform upgrades. All you need is an Internet browser to log on from anywhere at any time.

Share Information

Your management, maintenance, customer service, water conservation, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third-party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



A True Sense of Security

Ease your security concerns and stay focused on the critical work of water. Neptune 360 is SOC-certified and operates from a continuously-monitored world-class data center, providing the highest level of security, redundancy, and disaster recovery services.



An Application that Grows as You Grow

From mobile meter reading today, to moving to an AMI network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.



Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

Neptune® My360™ Consumer Portal

Enhance utility customer service and operational efficiency by providing consumers with a convenient, proactive way to monitor their own water consumption 24/7. Users no longer have to wait for a bill to detect possible issues, which means less water lost and fewer high bill complaints.

Users can set water thresholds and out-of-town alerts for greater peace of mind. And water conservation is

encouraged when consumers can see how much they actually use with easy-to-read charts and graphs.

Neptune My360 is web-based to work on all devices and is always up-to-date. Easily customize to your utility's branding and get up and running quickly without the need for complex integrations.

My360™



The advertisement features a central laptop with the Neptune 360 logo on its screen. Radiating from the laptop are several icons and text blocks, each representing a different data collection or management method. These include a water meter, a handheld device, a rack-mounted unit, a mobile device, a smartphone, a tablet, a house icon, and a bar chart icon. The background is a light blue gradient with a city skyline at the bottom.

NEPTUNE 360

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.

METERS MATTER
Stream accurate actionable data right into Neptune® 360™.

WALK-BY DATA
Sync collected data easily.

MOBILE
Incorporate mobile data collection.

THIRD PARTY SOFTWARE
Link data with third party applications (such as CIS and ESRI).

CONSUMER PORTAL
Intuitive self-service solution to view consumption and encourage conservation.

FUTURE PROOF AMI
Connect AMI network data.

BRING YOUR OWN DEVICE
Eliminate specialized devices and communicate efficiently.

+ ACT QUICKLY
+ PLAN FOR THE FUTURE
+ MANAGE GROWTH

Specifications

Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

Neptune 360 Mobile

Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:

- Android:
 - Recommended device manufacturers: Samsung, Nexus, or Motorola
 - Supported OS Versions: 5.1 – 11
- iOS:
 - Versions 10.3.1 – 15

Neptune My360

- A web browser with Internet connectivity is required
- Responsive design with capability to run on desktop, laptop, tablet and mobile devices



Neptune® 360™ Mobile

Neptune 360 Mobile provides direct communication via wireless from the field without the need to go back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.

96

days of hourly
historical
consumption



Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with a Neptune R900® System belt clip transceiver or mobile data collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.

Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time



Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

Migrate and Automate with Confidence

Neptune® R900® System: Gateway Fixed Network Data Collector



Identify and resolve water-related issues quickly and easily with metering consumption data forwarded from R900® System endpoints. Receive alerts such as leak, reverse flow, and days of no flow to improve operations and customer support. The gateway's radio technology processes multiple meter readings simultaneously to optimize your fixed network with high throughput reading performance.

Get the most value from existing endpoint investments with a gateway that easily integrates into the R900® System. Migrate at your own pace from a walk-by or mobile Automatic Meter Reading (AMR) system to an Advanced Metering Infrastructure (AMI) without the need for special reprogramming of endpoints. Designed for quick installation, ease of use, and flexibility, the gateway collects your data so that you can identify Non-Revenue Water and optimize efficiency.

- Migrate to AMI at your own pace and without reprogramming of endpoints
- Add on-demand read capability
- Maintain compatibility with existing deployed endpoints



Specifications

Receiver

- 910-920 MHz
- 50 channels
- Processes 8 readings simultaneously
- Processes 360 readings per second
- Capable of handling up to 25,000 R900s

Installation Options

- Rooftop
- Pole (2" – 16" diameter)
- Wall
- Water towers
- Street lights

Power Supplies

- 100-140 VAC
- 160W Solar
- 220W Solar

Battery Backup

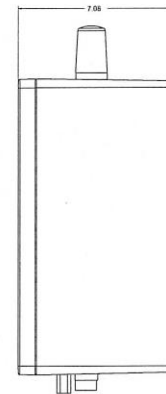
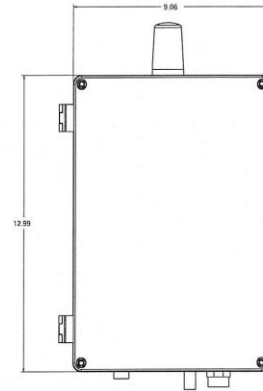
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

Backhaul Options

- Multi-carrier cellular modem
 - LTE Cat 3 Dual & Quad
 - EVDO/CDMA 1x
 - UMTS/HSPA
 - EDGE/GPRS
- Ethernet RJ-45
- Private LAN compatibility via Ethernet connection

Environmental

- NEMA 4X enclosure
- Operating temperature:
-22°F to +140°F (-30°C to +60°C)
- Storage temperature:
-40°F to +158°F (-40°C to +85°C)
- 0-95% non-condensing humidity



Council member Keith Marvin introduced Ordinance No. 1520 changing the name of M Road to Elm Street. Mayor Jessica Miller read Ordinance No. 1520 by title.

Council member Keith Marvin made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1520 changing the name of M Road to Elm Street. Council Member Rick Holland seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

ORDINANCE NO. 1520

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, TO RENAME "M ROAD" TO BE HENCEFORTH KNOWN AS "ELM STREET"; REPEALING ANY ORDINANCE OR RESOLUTION IN CONFLICT THEREWITH; PROVIDING AN EFFECTIVE DATE THEREOF; AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

WHEREAS, Section 6-202 of the Municipal Code of the City of David City, Nebraska, allows the Mayor and City Council of the City of David City, Nebraska, a municipal corporation and city of the second class ("City") to rename any street;

WHEREAS, City desires to rename "M Road," as generally described and depicted in **EXHIBIT A**, attached hereto and incorporated herein ("M Road"), to be hereafter known as "Elm Street";

WHEREAS, City finds it in the best interest of City and its residents to rename M Road to "Elm Street."

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

1. City hereby renames M Road to "Elm Street."
2. City hereby repeals any ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this Ordinance and in conflict with its provisions to the extent of the conflict hereof.
3. City authorizes the Mayor and City Clerk to take all such actions and execute such documents or agreements as necessary to effectuate the purposes herein.
4. This Ordinance shall be in full force and effect from and after passage, approval, and publication in pamphlet form.

5. City directs the City Street Superintendent to assign numbers to any buildings along M Road, as applicable, and to provide owners and occupants of such buildings notice of the same in compliance with Section 6-202 of the Municipal Code of the City of David City, Nebraska.

PASSED AND APPROVED THIS 24th day of September, 2025.

Jessica Miller, Mayor

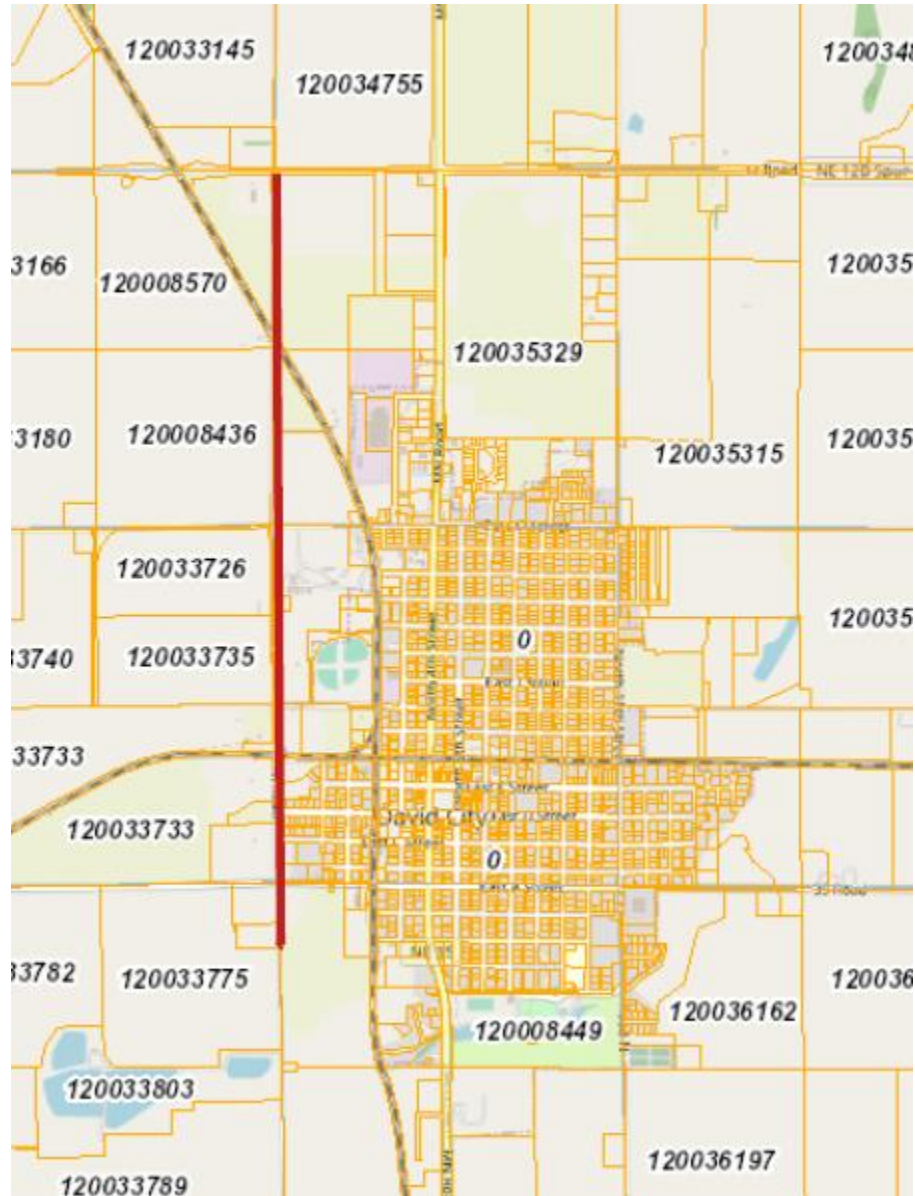
ATTEST:

Tami L. Comte, City Clerk

EXHIBIT A

Description of “M Road”

The **red** line below general depicts M Road. It spans the western section line of Sections 18, 19, and 30, Township Fifteen, Range 3 East of the 6th P.M. Within the City's corporate limits it begins, to the south, 956.5 feet south of West A Street and spans northerly to the crossroad of Cooperative Way.



Council member Bruce Meysenburg introduced Ordinance No. 1521 changing the name of West O Street to Fairgrounds Road from 4th Street to ½ mile west of Elm Street (formerly M Road). Mayor Jessica Miller read Ordinance No. 1521 by title.

Council member Keith Marvin made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1521 on third and final reading changing the name of West O Street to Fairgrounds Road from 4th Street to 1/2 mile west of Elm Street (formerly M Road). Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

ORDINANCE NO. 1521

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, TO RENAME A PORTION OF "WEST O STREET," AS DESCRIBED HEREIN, TO BE HENCEFORTH KNOWN AS "FAIRGROUNDS ROAD"; REPEALING ANY ORDINANCE OR RESOLUTION IN CONFLICT THEREWITH; PROVIDING AN EFFECTIVE DATE THEREOF; AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

WHEREAS, Section 6-202 of the Municipal Code of the City of David City, Nebraska, allows the Mayor and City Council of the City of David City, Nebraska, a municipal corporation and city of the second class ("City") to rename any street;

WHEREAS, City desires to rename a portion of "West O Street," as generally described and depicted in **EXHIBIT A**, attached hereto and incorporated herein ("O Street"), to be hereafter known as "Fairgrounds Road";

WHEREAS, City finds it in the best interest of City and its residents to rename "O Street" to "Fairgrounds Road."

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

1. City hereby renames "O Street," as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein, to "Fairgrounds Road."
2. City hereby repeals any ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this Ordinance and in conflict with its provisions to the extent of the conflict hereof.

3. City authorizes the Mayor and City Clerk to take all such actions and execute such documents or agreements as necessary to effectuate the purposes herein.
4. This Ordinance shall be in full force and effect from and after passage, approval, and publication in pamphlet form.
5. City directs the Building Inspector to assign numbers to any buildings along "O Street," as applicable, and to provide owners and occupants of such buildings notice of the same in compliance with Section 6-202 of the Municipal Code of the City of David City, Nebraska.

PASSED AND APPROVED THIS 24th day of September, 2025.

Mayor Jessica Miller

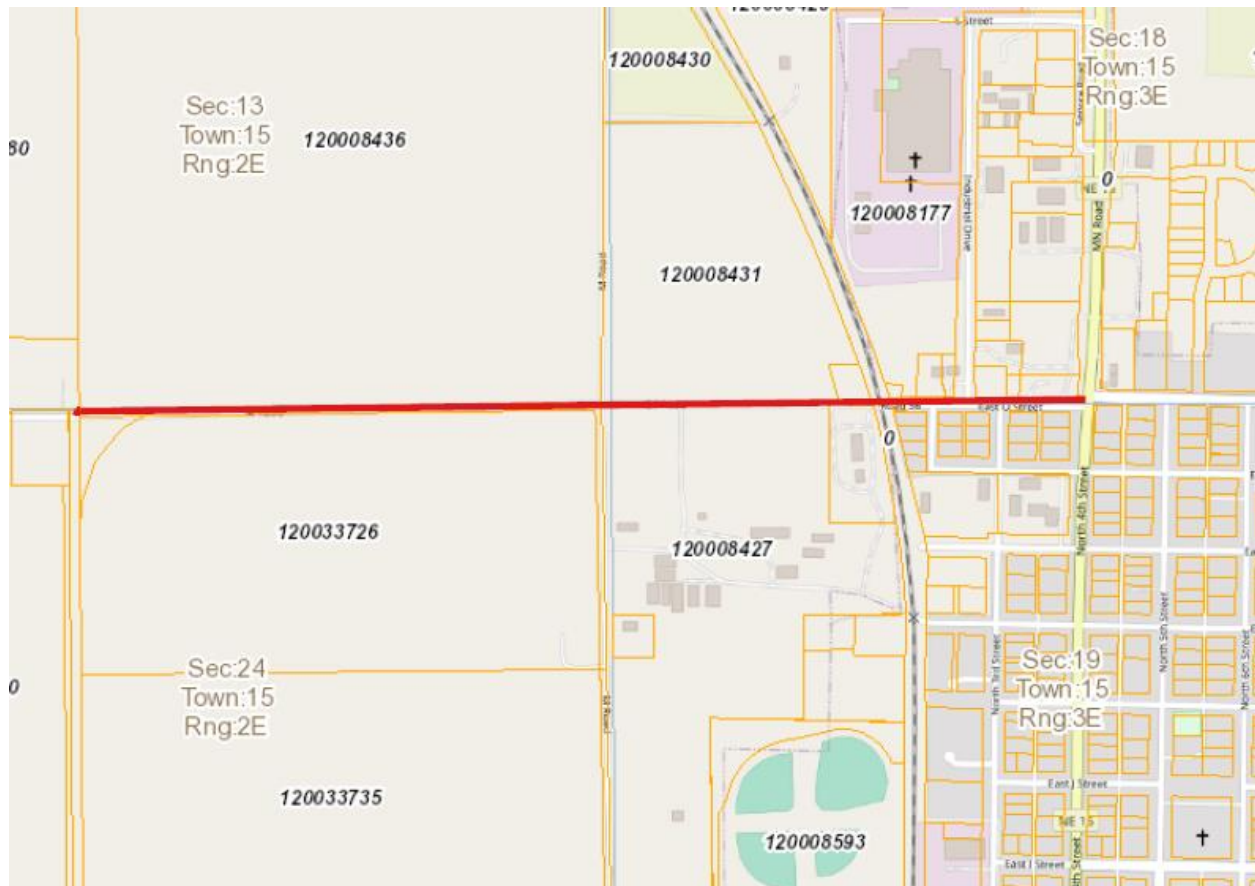
ATTEST:

City Clerk Tami L. Comte

EXHIBIT A

Description of "O Street"

The red line below generally depicts the portion of West O Street to be renamed as "Fairgrounds Road." It begins at North 4th Street to the East and spans westerly to ½ mile west of M Road, to the West.



Council member Keith Marvin made a motion to approve the Capacity Purchase Agreement with Nebraska Public Power District. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

CAPACITY PURCHASE AGREEMENT

between

Nebraska Public Power District

and

The City of David City, Nebraska

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CAPACITY PURCHASE AGREEMENT

between

Nebraska Public Power District

and

The City of David City, Nebraska

THIS CAPACITY PURCHASE AGREEMENT (Agreement) is made and entered into effective the 1st day of January, 2026, (Effective Date) by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and the City of David City, Nebraska, a municipal corporation (City), each sometimes hereinafter referred to singularly as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, NPPD owns and operates certain electric generating facilities together with a transmission system and various distribution systems in the state of Nebraska and is engaged in the generation, purchase, transmission, distribution and sale of electric power and energy, and;

WHEREAS, the City owns and operates certain electric generating facilities together with an electric distribution system. The City purchases power and energy from NPPD for its electrical requirements under a wholesale power contract between NPPD and the City, effective January 1, 2026, as it may be amended from time to time or replaced, hereinafter called "Wholesale Power Contract," and;

WHEREAS, the Parties' respective electric systems are or will be interconnected, either directly or through the electrical systems of others, making possible more beneficial use of generating facilities and assuring better service in emergencies, thereby providing important benefits to the areas served and to the public, and;

WHEREAS, NPPD can beneficially utilize City's generating facilities, and;

WHEREAS, the Parties hereto desire to enter into an agreement which will assure the beneficial use of the City's generating facilities. Firm power and energy will be furnished to the City under the provisions of the Wholesale Power Contract. This firm power and energy will be purchased by City from NPPD under the existing Wholesale Power Contract.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the Parties do hereby mutually agree as follows:

ARTICLE I TERM OF AGREEMENT

This Agreement shall have a term of thirty-five (35) years, commencing upon the date first above written, and shall continue in force thereafter from year to year unless terminated on an anniversary thereof by at least five (5) years prior written notice given by NPPD or City to the other Parties, which notice may be given on and after the fifth (5th) year of the term of the Agreement; provided, in no event shall the term of this Agreement exceed the term of the Wholesale Power Contract, as it may be amended from time to time.

In the event the Wholesale Power Contract is terminated, this Agreement shall terminate on an anniversary of the date first above written, with at least five (5) years prior written notice to NPPD given by City, unless otherwise specifically agreed to by the Parties.

Upon expiration of this Capacity Purchase Agreement, City shall be entitled to enter into NPPD's then current Capacity Purchase Agreement that is available to any other customer under similar conditions.

ARTICLE II WHOLESALE POWER CONTRACT

NPPD and City are parties to a Wholesale Power Contract, effective January 1, 2026, as may be amended or replaced. Said Wholesale Power Contract is a separate, complete and distinct contract between NPPD and City.

Notwithstanding any provision in this Agreement or any other contract between the Parties, in the event the Wholesale Power Contract provides options to City to cap its purchase of demand and energy requirements from NPPD, and City provides notice to NPPD to exercise its option to cap, then, effective upon the date of such notice, NPPD reserves the right: (1) to reduce its purchase of Usable Capacity under this Agreement, such that NPPD is not obligated to purchase all Usable Capacity under this Agreement in amounts exceeding City's purchase of demand requirements from NPPD under the Wholesale Power Contract or (2) to terminate this Agreement. If NPPD receives such notice to cap from City, NPPD shall respond in writing to City not more than one hundred twenty (120) calendar days following the date of notice to cap by City to NPPD, stating whether NPPD will reduce its purchase of Usable Capacity pursuant to item (1) above, and, if so, stating the amount of such reduction and when it is to be effective, or whether NPPD will terminate this Agreement pursuant to item (2) above.

ARTICLE III USABLE AND PERFORMANCE ADJUSTED CAPACITY

- A. **Usable Capacity.** The generating capacity in kilowatts (kW) listed on Exhibit I, which is attached hereto and made a part hereof by reference, either initially or after revision due to tests or other reasons, shall be defined as Usable Capacity.

City agrees to make available and sell to NPPD the Usable Capacity of City's generating facilities in amounts as identified in Exhibit I for use by NPPD under the terms and conditions hereinafter set forth. The Parties agree that the term "Usable Capacity" as used herein refers only to the accredited available output of the City's generating facilities, and ownership of all such facilities shall remain solely with the City and this Agreement is not intended to, and shall not be construed or deemed to, constitute or create any lien or encumbrance in respect of such facilities.

For purposes of this Agreement, an Exhibit I shall be produced which shows the same amount of capacity purchased under the Capacity Purchase Agreement dated January 1, 2016, and such Exhibit I shall be attached hereto at the time when the terms and provisions of the Agreement go into effect. Notwithstanding the provisions of this Article III and Article IV of this Agreement, the term "Usable Capacity" identified on Exhibit I shall not include generating facilities that cannot be operated continuously in parallel with NPPD's system.

The Parties agree that the tests required by Article IV may be made periodically at the request of any Party, and if the test results indicate a change in Usable Capacity, Exhibit I shall be revised in accordance with such test results on the next succeeding earliest date of April 1 or November 1 of any year.

Notwithstanding any other provisions of this Agreement, the Parties agree that should the amount of Usable Capacity stated on Exhibit I be rated and accredited by the Southwest Power Pool (SPP) or other appropriate agency at some greater or lesser value, Exhibit I shall be modified, with such modification to become effective on the date of such revised accreditation, to reflect such actual accredited amount, and the monthly payments thereafter shall be determined in accordance with the revised Exhibit I.

The Parties agree that said tests shall, if so required by NPPD, be performed jointly by City and NPPD, with the City furnishing personnel and equipment to operate the generating facilities at City's own expense. The fuel used to perform the tests shall be provided at NPPD's expense, as specified in Article VII of this Agreement.

The Parties agree that the purchase of Usable Capacity hereunder shall be limited to the net output of the City's tested (in accordance with Article IV) generating facilities that are installed as of the date of execution of this Agreement; provided, however, in the event a generating unit is inoperable at the time of execution of this Agreement, nothing herein shall preclude the repair and return to operable condition of such unit (including the replacement of such generating unit with equivalent, but not greater, capacity) subsequent to execution of this Agreement and the subsequent inclusion of the unit's tested net output as Usable Capacity, nor will anything in this Agreement limit the later addition of Usable Capacity by mutual agreement of City and NPPD, in accordance with then-current SPP generation interconnection processes and procedures. In the event the City installs additional generating unit(s), NPPD shall have the right of first refusal for the purchase of said additional generation as Usable Capacity, where NPPD shall consider deliverability (via SPP Network Integration Transmission Service under

Part III of the SPP Tariff) to NPPD, where such deliverability is determined by SPP (NPPD would have the option to arrange and pay for SPP studies to ensure deliverability of proposed purchased capacity from additional generation; however, should SPP network upgrades be necessary for to ensure deliverability to NPPD, such costs for SPP network upgrades would be considered a Customer cost, unless the Parties mutually agree otherwise in writing).

- B. **Performance Adjusted Capacity.** Performance Adjusted Capacity shall be Usable Capacity that is adjusted by SPP for each generation unit in accordance with then-current SPP's performance-based accreditation policies and procedures. Such amount for Performance Adjusted Capacity shall match the values NPPD receives from SPP for each generation unit's seasonal accreditation as further detailed in Exhibit I.

After-the-fact operational data required by SPP for such then-current SPP performance-based accreditation policies and procedures will include, but not be limited to service hours, outage hours, starts and failed starts. Such operational data or supporting materials will be provided each month by City to NPPD within five (5) business days of the end of each month for NPPD's review. City will provide the data to NPPD contacts as detailed in Exhibit II. Such after-the-fact operational data shall be in a form and substance that meets SPP requirements.

For purposes of determining Performance based capacity accreditation, SPP requires data submitted that utilizes NERC's Generating Availability Data System (GADS). GADS reporting has the following definitions:

- (a) "Forced Outage" means a period during which (a) (i) all or a portion (a derate) of the Usable Capacity is unavailable or (ii) a condition affecting facilities not owned by the customer for delivery of the Usable Capacity and (b) such unavailability is not the result of approved Scheduled Maintenance Outage. Customer shall notify NPPD promptly upon discovering the Forced Outage and, as soon as reasonably practicable following such discovery, shall notify NPPD in writing of its best estimate of the expected duration of such Forced Outage and the amount of Usable Capacity that Customer is unable to provide. Such estimate by Customer shall be based on the best information available to it. Should Customer expect any further changes in the duration or quantity of unavailable Usable Capacity of any such Forced Outage, it shall promptly notify NPPD of the same.
- (b) "Planned Outage" means the removal of equipment from service availability for a time period during which the Customer generation is unable to perform at its Usable Capacity to undergo among other things, the inspection of, regular maintenance of, and/or general overhaul of one or more major equipment groups or portions of the Customer's generation as agreed by Customer, NPPD and SPP, if applicable.
- (c) "Maintenance Outage" means the removal of equipment from service availability for a time period during which the Customer generation is unable to perform at Usable Capacity to undergo among other things, the inspection of, regular maintenance of, and/or general overhaul of one or more major equipment groups or portions of the Customer's generation as agreed by Customer, NPPD and SPP, if applicable. A Maintenance Outage is an outage

that can be deferred beyond the end of the next weekend (defined as Sunday at 2400 hours or as Sunday turns into Monday), but requires that the unit be removed from service, another outage state, or Reserve Shutdown state before the next Planned Outage.

The above GADS definitions may be subject to alignment with Control Room Operations Window (CROW) submissions. CROW priority and timing will be enforced by NPPD for outage coordination purposes.

- C. **Exhibit I Updates.** Any revision to Exhibit I pursuant to and as provided in this Agreement shall be prepared by NPPD and transmitted to the City, and said revised Exhibit I shall, upon execution by NPPD and the City, become a part of and incorporated in this Agreement.

ARTICLE IV TEST PROCEDURES

The Usable Capacity in kW of a power plant shall be determined through tests performed according to the terms and conditions specified in the SPP Documents, as the same may be modified from time to time and adopted by SPP. "SPP Documents shall mean the SPP's (i) Open Access Transmission Tariff, Sixth Revised Volume No. 1 ("OATT") on file with the FERC, including Attachment AA for Resource Adequacy, as may be amended from time to time; (ii) the Market Protocols, as may be amended from time to time; (iii) the SPP Operating Criteria and SPP Planning Criteria, collectively ("SPP Criteria"); and (iv) SPP Reliability Coordinator Outage Coordination Methodology. A copy of the reporting form for testing internal combustion generating units, to satisfy the current requirements for testing as set forth in the SPP Documents, is attached hereto as Exhibit III and incorporated herein by reference. Such testing will be on a net generation output basis for each generation unit, in accordance with Article X.

The Parties agree that as the SPP Documents are modified from time to time, Exhibit III shall be revised to incorporate the then current SPP Documents. Any revision to Exhibit III pursuant to and as provided herein shall be prepared by NPPD and transmitted to the City and said revised Exhibit III shall become a part of and incorporated into this Agreement. Tests on the City's generating facilities shall be conducted in accordance with any such modified criteria as soon as practical after any such revision and Exhibit I shall be revised in accordance with the test results pursuant to provisions of Article III of this Agreement.

The Parties further agree that should the SPP Documents be revised or no longer exist or should NPPD no longer participate in SPP, the test procedures of the substitute council or agency in which NPPD participates to establish, maintain and coordinate reliability shall replace the SPP Documents for purposes of this Agreement. If such substituted council or agency does not have test procedures or should NPPD not so participate in any substituted council or agency, then the SPP Documents as it may have been previously revised and the reporting form attached as Exhibit III, shall continue to be applicable to this Agreement.

Should revisions to said SPP Documents result in a cumulative reduction of more than twenty percent (20%) of the Usable Capacity, as initially determined by tests in accordance with the SPP Documents and the reporting form initially hereto attached as Exhibit III, City may terminate this Agreement on the next succeeding April 1 or November 1, whichever is earliest, following the effective date of said reduction and upon written notice to NPPD.

ARTICLE V PAYMENTS

Subject to the provisions of this Agreement, NPPD shall pay the City monthly the sum of the following amounts:

- A. Capacity Payment: \$5.40/kW-month for each kW of Performance Adjusted Capacity that NPPD is able to obtain and take credit for, as shown on Exhibit I.
- B. Operating Payment: \$0.005 for each metered kilowatt-hour of net generation output. The operating payment will not be incurred if NPPD is unable to deliver power and energy due to transmission outages.

The payments set forth in this Article V are contingent upon the Performance Adjusted Capacity, which would have received SPP's generation test accreditation approval and any applicable SPP seasonal performance based adjustment to the test accreditation, where seasonal payments shall not commence until such time as NPPD receives notice of approval from SPP, where such SPP approval may occur more than once per calendar year.

The Parties agree that such payments for seasonal Performance Adjusted Capacity fully compensate the City for all costs of ownership, operation (exclusive of fuel provided by NPPD), maintenance, repairs, replacement and renewals of all facilities required hereunder to provide Usable Capacity and associated energy to NPPD and to perform all other obligations of City under this Agreement.

In addition, NPPD and the City may agree in advance in writing for additional payment to City in connection with unusual methods of operation requested by NPPD or in connection with special facilities or equipment installed by City at the request of NPPD to improve operation or dispatching of Usable Capacity.

The Parties agree that payment by NPPD for Performance Adjusted Capacity made available during a month to City pursuant to this Agreement and for any operating payment, as provided herein, shall be made on or before the fifteenth (15th) day of the following month. Additionally, the Parties further agree that any and all information required by NPPD to release payment will be provided by the City on or before the sixth (6th) day of the following month.

If a Party desires to dispute all or any portion of a payment or compensation provided by the other Party under this Contract, the Party with the dispute shall nevertheless pay

any amount when due. Within thirty (30) days of any such disputed payment or compensation made in accordance with Article V, the Party with the dispute shall notify the billing Party in writing of the grounds and amount of the dispute. Any Party shall not be entitled to any adjustment on account of any disputed payment or compensation amount not brought to the attention of the billing Party within the time and in the manner herein specified. If settlement of the disputed payment or compensation results in a refund to a Party, the amount refunded shall not exceed the amount identified as being in dispute.

ARTICLE VI RESPONSIBILITY OF CITY

The City shall, in consideration of the payments by NPPD pursuant to this Agreement and without any additional charge to NPPD:

- A. Own all fuel contained in City's storage facilities and shall be responsible for receiving, unloading, storing and otherwise handling, at its own expense, the NPPD-provided fuel which will be delivered to the City's storage facilities. City shall notify NPPD at such times when the fuel inventory in its storage facilities reaches thirty percent (30%) of the full storage capacity or the level which will support eight (8) hours of operation of its generation, whichever is the greater. City shall make reasonable efforts to maintain fuel inventories at or above said levels at all times; provided, however, should SPP reliability requirements specify minimum fuel inventories at levels greater than those stated above, City shall comply with such requirements.
- B. Operate its generating facilities only for use by NPPD to provide energy associated with Usable Capacity and only when called upon by authorized NPPD personnel to do so and only in accordance with the operating procedures as specified in Exhibit IV, which is attached hereto and incorporated herein by reference.
- C. Keep all generating facilities providing Usable Capacity and associated energy in good operating condition.
- D. Have manpower and equipment available to provide the Usable Capacity and associated energy when called upon by NPPD to do so.
- E. Make all necessary and required modifications to City's generating facilities to meet present or future local, state or federal laws, rules, regulations and requirements. Exhibit I shall be revised to eliminate Usable Capacity from any generating facilities which are not in compliance with all such laws, rules, regulations and requirements. In the event the Usable Capacity is reduced to zero for all generation units as a result of such noncompliance, this Agreement shall be terminated as of the date of such reduction.
- F. Periodically operate the City's generating facilities according to an operating schedule furnished by NPPD to make certain City's generating facilities are in good

operating condition and capable of providing Usable Capacity and associated energy.

- G. For operating purposes, it is necessary for City to report to NPPD any outages or derates of any applicable generator, in accordance with Exhibit IV.
- H. Allow periodic inspection by NPPD of the City's generating facilities and demonstrate Usable Capacity according to tests required by Article IV when requested by NPPD.
- I. Maintain its generating facilities in readily operable condition and, upon receiving a request for operation from NPPD, place the said generating facilities in service, synchronized in parallel with NPPD's system and operating at scheduled load within two (2) hours for an internal combustion unit (diesel and/or gas).
- J. Prepare and submit to NPPD such monthly reports concerning the generating facilities as may be reasonably requested and on forms as provided by NPPD.
- K. Indemnify and save harmless NPPD and its representatives from and against all losses and all claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise brought or recovered against NPPD or its representatives by reason of any act or omission of the City, its agents, servants or employees in connection with, relating to, or arising out of the performance of this Agreement, including any and all expense, legal or otherwise, incurred by NPPD or its representatives in the defense of any claim or suit.
- L. Decide whether or not to insure against physical damage to all or any part of the City's property, and City agrees that NPPD and its representatives shall not be liable for and City shall hold harmless NPPD and its representatives from any losses or damage to such property or for expenses incidental to such loss or damage.
- M. Install or cause to be installed all switch(es), control(s) and any other protective equipment necessary to protect the City's generating facilities when said facilities are operating interconnected directly or indirectly with NPPD transmission facilities. If the City's generating facilities are interconnected with the electrical system of another party, and such other electrical system is interconnected with the NPPD transmission system, the generating facilities are understood to be indirectly interconnected to NPPD's transmission system.
- N. Maintain one telephone number or other mutually agreed upon means of communication that is continuously available and manned for response to NPPD's request for operation of the City's generating facilities. Exhibit IV outlines operating procedures and specifies methods of communication between NPPD and City. Exhibit IV may be revised from time to time as the Parties may agree, except as parts thereof are amended as specifically provided therein.
- O. Perform all functions (testing, record keeping, etc.) as required by standards of the North American Electric Reliability Corporation or its successor organization.

ARTICLE VII FUEL

- A. **Other Than Natural Gas.** NPPD shall purchase and pay for all fuel which is delivered to City's storage facilities and used in the operation of the City's generating facilities according to the terms and conditions of this Agreement. Such fuel shall meet American Society of Testing Materials (ASTM) or other applicable specifications as recommended by the manufacturer of the equipment or facility in which the fuel is consumed. The storage facilities provided by City have or will have a total storage capacity of 51,186 gallons of diesel fuel and are or will be located at the City's power plant. City agrees to allow NPPD to make periodic inspection of the storage facilities.

In no event shall NPPD own fuel which resides in City's storage facilities, and NPPD assumes no responsibility for said stored fuel, other than reimbursement to the City for the cost to purchase said fuel.

NPPD and its representatives shall not be liable for and City agrees to indemnify and hold harmless NPPD and its representatives from any damage caused to City's boiler(s) or prime mover(s) and related auxiliary equipment by City's fuel.

City shall exercise due care and diligence in the management of its fuel inventory; however, City shall not be liable for the cost to replace fuel in its storage facilities as a result of causes beyond the reasonable control of City, its agents, servants or employees, such as acts of God or the public enemy.

City shall make reasonable efforts to maintain fuel inventories at or above the level specified in Article VI(A). The City shall maintain fuel storage and handling facilities in good repair and in a condition so that they are always usable by NPPD. Damage to or breakage or breakdown of City's fuel storage or handling facilities shall be repaired by City on a timely basis at City's expense. NPPD shall have the option to terminate payments under Article V of this Agreement if City does not repair or replace damaged or otherwise unavailable fuel storage capacity on a timely basis.

City agrees to indemnify and hold harmless NPPD and its representatives from all liability, loss or damage NPPD and its representatives may suffer as a result of claims, demands or judgments against NPPD and its respective representatives for any bodily injury or death to members of the public or the City's employees or for any damage to City's property or facilities or to the property of others caused by City's fuel, including fire or explosion or spillage or leakage or other loss from City's storage or handling facilities.

- B. **Natural Gas.** The City agrees that if and when City is able to obtain natural gas for generation, City shall so notify NPPD pertaining to the availability of natural gas and the anticipated price for such natural gas, and if NPPD requests generation using natural gas as a fuel, City shall utilize natural gas to the maximum extent

available. NPPD agrees to pay City, within ten (10) days after receipt of an invoice from the City, billings to the City by City's gas supplier for natural gas utilized for generation, including any minimum billings imposed by gas supplier on natural gas supplied for generation. City shall invoice NPPD for such cost no later than ten (10) days after receipt of invoice from the natural gas supplier. The City shall exercise due care and diligence in the management and procurement of natural gas for its generation.

City agrees to indemnify and hold harmless NPPD and its representatives from all liability, loss or damage NPPD and its representatives may suffer as a result of claims, demands or judgments against NPPD and its representatives for any bodily injury or death to members of the public or City's employees or for any damage to City's property or facilities or to the property of others resulting from or in any way caused by or relating to the use of natural gas or the natural gas installation to the City's facilities.

- C. **Limitation on Use of Fuel.** The Parties agree that in the event the City is prohibited by any court or governmental agency having jurisdiction from utilizing natural gas or diesel fuel, or the City is unable to obtain adequate fuel for the operation of the City's generating facilities, and such prohibition or unavailability of fuel continues for a period of six (6) months, NPPD shall have the right to immediately terminate this Agreement upon written notice to the other Parties.
- D. **System Outage With City Islanded From Electric Grid.** In the instance NPPD is not able to deliver power and energy to City, but City is able to generate to serve its own load, NPPD will be responsible for costs to generate, in accordance with this Agreement. (Wholesale billing will occur as if NPPD delivered the energy under the applicable rate schedule(s))

ARTICLE VIII RESPONSIBILITY OF NPPD

NPPD agrees to notify City when City is to operate its generation facilities, and NPPD agrees to give City as much advance notice of required operation as is feasible under the circumstances then existing.

NPPD agrees to notify City of NPPD's assignment of the NPPD personnel authorized to request City to operate City's generation facilities.

NPPD shall indemnify and save harmless City and its respective representatives from and against all losses and all claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against City and its representatives by reason of any act or omission of NPPD, its agents, servants or employees, in connection with, relating to, or arising out of the performance of this Agreement, including any and all expense, legal or otherwise, incurred by City or its representatives in the defense of any claim or suit.

ARTICLE IX MINIMUM OPERATION

The Parties agree that when NPPD calls upon City to operate all or a part of City's generating facilities to provide energy associated with Usable Capacity, the minimum number of hours of operation which shall be requested shall be two (2) hours for diesel units, unless otherwise mutually agreed.

ARTICLE X METERING

All metering to determine the net generation by City from City's individual generating units shall be installed, owned and paid for by NPPD, as shown on Exhibit V, which is attached hereto and incorporated herein by reference. The net generation output metered shall be considered as a delivery to NPPD on the 115 kilovolt bus (i.e., delivered to the NPPD transmission system, whether directly or indirectly interconnected).

ARTICLE XI OPERATING COMMITTEE

- A. Each Party to this Agreement shall appoint one representative to act on its behalf in matters pertaining to this Agreement, such representatives being referred to collectively as the Operating Committee. Each Party shall advise the other Parties in writing as to its designated representative on the Operating Committee, and at any time a change is made in such designated representative. Any representative may call for a meeting of the Operating Committee at any time and may request personnel from their respective companies to attend such meetings. The Operating Committee shall have no authority to amend or modify any provisions of this Agreement or to settle payment, indemnification and other monetary or liability disputes.
- B. The Operating Committee shall meet at such times as deemed necessary by the Parties. Written minutes shall be kept for all meetings of the Operating Committee and decisions or agreements made by the Operating Committee shall be unanimous and reduced to writing and signed by all three Parties. The principal responsibilities of the Operating Committee shall be to address any and all operational issues, procedures, disputes, or actions required to carry out the intent of this Agreement, that includes, but not be limited to the following:
 - (a) Establish data requirements and operating record requirements
 - (b) Review the requirements, standards, and procedures for data acquisition equipment, protective equipment and for any other equipment or software
 - (c) Annually review the one (1) year forecast of maintenance and planned outage schedules of each Party's applicable facilities for the performance of this Agreement
 - (d) Coordinate the scheduling of maintenance and planned outages on each Party's facilities that impact the normal operation for the performance of this Agreement
 - (e) Ensure that information is being provided by each Party regarding equipment

- availability
- (f) Coordinate the implementation of changes to operating protocols and procedures
- C. If the Parties' representatives are unable to agree on any matters within the jurisdiction of the Operating Committee, such matters shall be referred to the applicable executive officer of each Party for resolution.

ARTICLE XII EXISTING AGREEMENT

The Agreement entitled Capacity Purchase Agreement between the Parties, dated January 1, 2016, as it may be amended, shall be terminated on the effective date of this Agreement and of no further force and effect subsequent to such effective date of this Agreement, and the terms and provisions of this Agreement shall be placed into effect as of such effective date of this Agreement.

ARTICLE XIII ASSIGNMENT

All covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns; provided, however, none of the Parties to this Agreement shall assign or transfer this Agreement in whole or in part without the specific written consent of the other Parties, and no transfer or assignment of all or part of a Party's interest in this Agreement shall operate to give the assignee or transferee the status or rights of another Party hereunder or operate to relieve the transferring or assigning Party of its obligation hereunder, unless otherwise agreed to in writing by the other Parties; and provided, further, that nothing hereinabove shall prohibit or prevent a Party from transferring or assigning its interests or rights in or under this Agreement, including its rights and status as a Party, to:

- (a) any corporation or other entity acquiring all or substantially all the property of the Party making the transfer, or
- (b) any corporation or entity into which or with which the Party making the transfer may be merged or consolidated.

ARTICLE XIV CAPTIONS

The captions of the various sections and paragraphs herein are intended for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

ARTICLE XV WAIVERS

Any waiver at any time by a Party of its rights, or any delay in enforcing its rights, with respect to any default by another Party hereto, or with respect to any other matter

arising out of or related to this Agreement, shall not be considered a waiver with respect to any other default or matter.

**ARTICLE XVI
CONFIDENTIAL INFORMATION**

The Parties hereby deem Article V to constitute confidential information and otherwise not subject to public disclosure, but the Agreement otherwise is not confidential information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives.

NEBRASKA PUBLIC POWER DISTRICT

By _____

Title _____

Date _____

CITY OF DAVID CITY, NEBRASKA

By _____

Title _____

Date _____

Effective Date: January 1, 2026
Superseded Exhibit I dated: N/A

EXHIBIT I
USABLE AND PERFORMANCE ADJUSTED CAPACITY

Summer is defined as May through October, Winter is defined as November through April, to align with SPP's current resource adequacy regulation seasons of June through September for summer and December through March for winter.

Unit 1, RICE, NG/DIESEL, Installed in 1960, 2 MW of SPP firm NITS, Nameplate Capacity: 1,500 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	08/05/2024	1,320	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			
Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			
Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Unit 2, RICE, DIESEL, Installed in 1949, 1 MW of SPP firm NITS, Nameplate Capacity: 1,000 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	08/05/2024	800	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			
Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			

Effective Date: January 1, 2026
Superseded Exhibit I dated: N/A

Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Unit 3, RICE, NG/DIESEL, Installed in 1955, 1 MW of SPP firm NITS, Nameplate Capacity: 1,000 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	08/05/2024	900	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			
Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			
Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Unit 4, RICE, NG/DIESEL, Installed in 1966, 2 MW of SPP firm NITS, Nameplate Capacity: 2,250 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	08/05/2024	1,879	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			

Effective Date: January 1, 2026
Superseded Exhibit I dated: N/A

Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			
Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Unit 5, RICE, DIESEL, Installed in 1996, 2 MW of SPP firm NITS, Nameplate Capacity: 1,600 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	08/05/2024	1,420	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			
Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			
Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Effective Date: January 1, 2026
Superseded Exhibit I dated: N/A

Unit 6, RICE, DIESEL, Installed in 1996, 2 MW of SPP firm NITS, Nameplate Capacity: 1,600 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	08/05/2024	1,370	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			
Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			
Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			
Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Unit 7, RICE, DIESEL, Installed in 1996, 2 MW of SPP firm NITS, Nameplate Capacity: 1,600 kW

Season	Test Date	Usable Capacity	Performance Adjusted Capacity
Winter 2025-26	08/05/2024	1,340	No Adjustment
Summer 2026			
Winter 2026-27			
Summer 2027			
Winter 2027-28			
Summer 2028			
Winter 2028-29			
Summer 2029			
Winter 2029-30			
Summer 2030			
Winter 2030-31			
Summer 2031			
Winter 2031-32			
Summer 2032			
Winter 2032-33			
Summer 2033			
Winter 2033-34			

Effective Date: January 1, 2026
Superseded Exhibit I dated: N/A

Summer 2034			
Winter 2034-35			
Summer 2035			
Winter 2035-36			

Approved:

For NPPD:

Name: _____

Date: _____

For City of David City, Nebraska:

Name: _____

Date: _____

Note: The amount of Usable Capacity and Performance Adjusted Capacity is subject to change in accordance with the terms and provisions of the Agreement, and this Exhibit I shall be updated to document such change.

EXHIBIT II

CONTACT INFORMATION

City:

NOTICES/CORRESPONDENCE
City of David City
Clerk/Treasurer
P.O. Box 191
490 E Street
David City, NE 68632-0191

BILLINGS
City of David City
Clerk/Treasurer
P.O. Box 191
490 E Street
David City, NE 68632-0191

NPPD:

NOTICES/CORRESPONDENCE
Arthur R. Wiese
Vice President Energy Delivery
Nebraska Public Power District
1414 15th Street
Columbus, NE 68601
Email: cadentl@nppd.com

PAYMENTS
Accounting Department
Nebraska Public Power District
PO Box 499
Columbus, NE 68602-0499

Copy to:

Contracts Manager
Nebraska Public Power District
P.O. Box 499, 1414 15th Street
Columbus, NE 68602-0499, 68601
Office Phone: (402) 563-5843
Email: bjcuto@nppd.com

The Customer and NPPD 24 Hour Contact information below is the initial such contact information and such contact information will be coordinated in writing between the Parties.

Customer: Phone Number:

NPPD: Doniphan Control Center
Energy Supply Day Ahead Desk
M-F (402) 845-5250
Energy Supply Real Time Operator
Phone Number (402) 845-5256
Email: dccndcoordinator@nppd.com

NPPD Call Center
Phone Number: (877) 275-6773

EXHIBIT III

FORM FOR OPERATIONAL AND/OR CAPABILITY TEST DATA

Operational and/or Capability Test Data																							
Form Completed By: 	Test Date: 	Generating Station: Please select																					
<i>This date is used to decide if capability test is due.</i>																							
Resource ID: Please select	Energy Source: 	Last Capability Test Date: 																					
Dry Bulb Temperature: 0.0 <i>Deg. F</i>	Wet Bulb Temperature: 0.0 <i>Deg. F</i>	Pressure: 0.0 <i>(Hg)</i>																					
Test Type: ☐ Operational ☒ Capability																							
<table><tbody><tr><td>Season Summer </td><td colspan="2">Claimed Summer Capability Rating: </td></tr><tr><td>Start Time: </td><td colspan="2">End Time: </td></tr><tr><td colspan="3"><i>Select date, then adjust time.</i></td></tr><tr><td>Barometric Pressure During Test: <i>Hg</i></td><td colspan="2">Average Ambient (Dry Bulb) Temperature During Test: <i>Deg. F</i></td></tr><tr><td>Time Validation: </td><td colspan="2">Temperature Validation: </td></tr><tr><td>Average Hourly Gross MWh's Produced During Test: <i>MWh's</i></td><td>Average Hourly Station Service MWh's Used During Test: <i>MWh's</i></td><td>Other Adjustments: <i>MWh's</i></td></tr><tr><td>Net Test Result: 0.00 <i>MWh's</i></td><td colspan="2"></td></tr></tbody></table>			Season Summer	Claimed Summer Capability Rating: 		Start Time: 	End Time: 		<i>Select date, then adjust time.</i>			Barometric Pressure During Test: <i>Hg</i>	Average Ambient (Dry Bulb) Temperature During Test: <i>Deg. F</i>		Time Validation: 	Temperature Validation: 		Average Hourly Gross MWh's Produced During Test: <i>MWh's</i>	Average Hourly Station Service MWh's Used During Test: <i>MWh's</i>	Other Adjustments: <i>MWh's</i>	Net Test Result: 0.00 <i>MWh's</i>		
Season Summer	Claimed Summer Capability Rating: 																						
Start Time: 	End Time: 																						
<i>Select date, then adjust time.</i>																							
Barometric Pressure During Test: <i>Hg</i>	Average Ambient (Dry Bulb) Temperature During Test: <i>Deg. F</i>																						
Time Validation: 	Temperature Validation: 																						
Average Hourly Gross MWh's Produced During Test: <i>MWh's</i>	Average Hourly Station Service MWh's Used During Test: <i>MWh's</i>	Other Adjustments: <i>MWh's</i>																					
Net Test Result: 0.00 <i>MWh's</i>																							
Cancel		Submit																					

EXHIBIT IV

OPERATING PROCEDURES

NORMAL OPERATING CONDITIONS

The City's power plant shall not operate until notified by the Energy Supply Operator from the NPPD Doniphan Control Center at Doniphan, Nebraska. The City will then operate per instructions from the Energy Supply Operator.

MINIMUM OPERATION SCHEDULE

NPPD shall furnish to City at various intervals a schedule of operation by which City shall operate its power plant to help maintain the plant in good operating condition. The frequency of such operation may be scheduled by NPPD on a monthly basis, but shall not be scheduled more frequent than monthly. The City may, with NPPD's concurrence, test the generating units at a less frequent interval, but in no case shall this interval be less frequent than quarterly. Whenever such testing occurs, a minimum of two (2) hours' operation shall be scheduled for each generating unit tested. Upon providing notice to NPPD by 7:00 a.m. of the day prior, and with NPPD's concurrence, the City may operate its generating units at other times and for other purposes (such as providing training for operators) when such operation was not requested by NPPD.

SCHEDULING OF REPAIRS

For operating purposes, it is necessary for Customer to report to NPPD any outages or derates of any applicable generator, utilizing Attachment 1 to this Exhibit IV. NPPD then may have further obligations to SPP for reporting via SPP's Control Room Operations Window (CROW). NPPD will be responsible for submitting such outage status as Planned (if known at least more than fourteen (14) days in advance or otherwise in accordance with SPP's Reliability Coordinator Outage Coordination Methodology), Maintenance, or Forced.

(a) Scheduling of Planned Outages and Maintenance Outages shall:

- (i) Be conducted in accordance with a Planned Outage Schedule, where applicable. Customer will provide NPPD proposed written Scheduled Maintenance Outage schedule(s) for the generation (each, a "Planned Outage Schedule") on an annual basis, for the next five (5) years for NPPD's submission of such outage schedules to SPP. Customer will make commercially reasonable efforts to accept any requested revisions to the Planned Outage Schedule that NPPD provides by written notice to Customer no later than ten (10) business days from NPPD's status of such outages not having approval from SPP upon NPPD's submission of the applicable Planned Outage Schedule to SPP;
- (ii) Be approved by the SPP, to the extent applicable, and be conducted in accordance with Good Utility Practice;
- (iii) Be of the type that is necessary or desirable to maintain the Customer generation reliably, in accordance with Good Utility Practice;
- (iv) Not occur during the months of June, July, August, September, December, January February, or March except as necessary in accordance with Good Utility Practice or as approved by NPPD; and.

- (v) SPP or NPPD could request the Customer cancel or move an outage at any time given system conditions, where Customer will make commercially reasonable efforts to accommodate any request from NPPD to reschedule any Planned or Maintenance Outage.
- (b) Maintenance Outages shall:
 - (i) Be reported to NPPD no more than fourteen (14) days in advance and at least seven (7) days in advance (or otherwise in accordance with SPP's Reliability Coordinator Outage Coordination Methodology) of when the Maintenance Outage is to occur;
 - (ii) Be approved by the SPP, to the extent applicable, and be conducted in accordance with Good Utility Practice;
 - (iii) Be of the type that is necessary or desirable to maintain the Customer generation reliably, in accordance with Good Utility Practice;
 - (iv) When possible, not occur during the months of June, July, August, September, December, January February, or March except as necessary in accordance with Good Utility Practice or as approved by NPPD; and
 - (v) SPP or NPPD could request the Customer cancel or move an outage at any time given system conditions, where Customer will make commercially reasonable efforts to accommodate any request from NPPD to reschedule any Planned or Maintenance Outage.
- (c) Forced Outages shall:
 - (i) be reported to NPPD no more than seven (7) days in advance and (or otherwise in accordance with SPP's Reliability Coordinator Outage Coordination Methodology) by no later than 7:00 a.m. on the day prior to which such forced outage is to occur, if known; or
 - (ii) within thirty (30) minutes, any change in unit capability shall be reported to NPPD.

PLANT HEATING

During freezing or potentially freezing weather, the plant building and cooling water shall be kept at a temperature to avoid freezing. The cost of operating such equipment shall be the responsibility of the City.

EMERGENCY OPERATING INSTRUCTIONS

If a situation occurs which causes the NPPD power source to be interrupted so that the City is totally without power from NPPD, the City can contact the Doniphan Control Center to obtain permission to operate the City's generation. The Doniphan Control Center System Operator will issue instructions on necessary switching prior to starting generation.

Opening or closing of NPPD switches should be done only after receiving clearance and permission from the NPPD Line Dispatcher at Doniphan/Kearney, Nebraska. Switches should be operated only by previously authorized and properly trained personnel per the Line Switching paragraph of this Exhibit IV.

Should the City be unable to contact both the Doniphan Control Center and the Line Dispatcher due to severance of communication lines, the City may proceed to isolate

themselves from the NPPD System by opening and tagging, per previous instructions, Switches # N/A, # N/A and # N/A located at N/A.

COMMUNICATION

Normal or emergency communication between the City and NPPD shall be by telephone. The telephone numbers of City and NPPD are as set forth below. Other mutually agreed means of communication, if applicable, are also provided below.

City

24-Hour Dispatch Phone: (402) 367-7993
Plant Operator Phone: (402) 367-3138
Email: John Smaus, dcpowerplant@davidcityne.gov
Pager: (402) 367-7909 (cell phone)

Doniphan Control Center

Energy Supply Phone: (402) 845-5250 – Planning
Energy Supply 24/7: (402) 845-5256 – Real Time Operations
Energy Supply Email: dccndcoordinator@nppd.com
System Operator Phone: (402) 845-5221
System Operator Cell: N/A
System Operator Email: genop@nppd.com

LINE SWITCHING

Line switches shall be opened or closed by properly trained personnel who have been authorized by NPPD. Such personnel are identified as follows:

N/A

Switching procedures shall follow the standard NPPD methods per most current NPPD Doniphan Control Center Instructions (Transmission), as the same may be amended from time to time by NPPD. The NPPD forms required by such instructions shall be used by the City, and such forms will be furnished by NPPD.

ATTACHMENT 1
To
EXHIBIT IV
FORM FOR GENERATION OUTAGE REQUEST

Request Date:
Submitted By:
[Plant Information](#)
Plant Name:
Unit Number:
[Outage Schedule](#)
Start Date:
Start Time:
End Date:
End Time:
Work Details

Description of Work Being Done:

--

Additional Notes (if any):

--

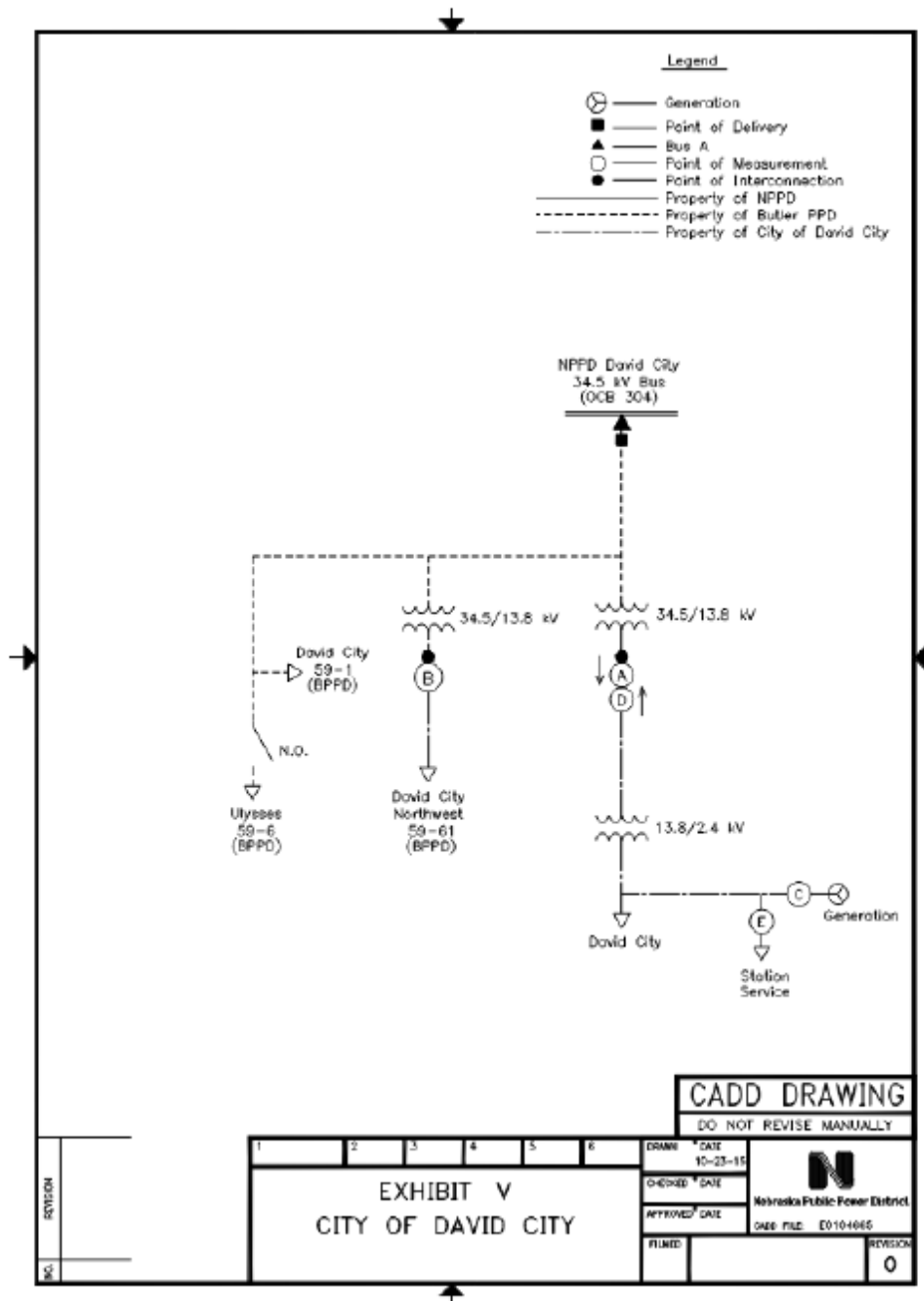
Please check SPP Outage Maintenance Margin prior to submitting request at:

[SPP Portal](#)

Mail To: DCCNDCoordinator@nppd.com

Customer will submit the outage request in accordance with Exhibit IV to the Agreement.

EXHIBIT V ONE-LINE DIAGRAM



**Amendment No. 1
to the
CAPACITY PURCHASE AGREEMENT
between
Nebraska Public Power District
and
The City of David City, Nebraska**

This Amendment No. 1 is made and entered into effective the 1st day of January, 2026, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and the City of David City, Nebraska, a municipal corporation of the State of Nebraska (City).

WITNESSETH:

WHEREAS, NPPD and City are parties to a Capacity Purchase Agreement entered into effective January 1, 2026 (Agreement);

WHEREAS, NPPD and City recognize the termination language for either Party to unilaterally terminate the Agreement with five years written notice may have undesired consequences to the nonterminating Party, and

WHEREAS, NPPD and City wish to amend the Agreement to accommodate the change in termination language.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree to amend the Agreement as follows:

1. Effective January 1, 2026, the first paragraph of Article 1 of the Agreement shall be deleted and replaced with a new first paragraph inserted:

This Agreement shall have a term of thirty-five (35) years, commencing upon the date first above written, and shall continue in force thereafter from year to year unless terminated on an anniversary thereof by mutual written agreement with at least five (5) years prior written notice, which notice may be given on and after the fifth (5th) year of the term of the Agreement; provided, in no event shall the term of this Agreement exceed the term of the Wholesale Power Contract, as it may be amended from time to time.

Except as specifically amended herein, the original Agreement between the Parties shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment No. 1 to be executed and delivered by its duly authorized officers or representatives as of the dates indicated below.

CITY OF DAVID CITY, NEBRASKA

NEBRASKA PUBLIC POWER DISTRICT

By: _____

By: _____

Date: _____

Date: _____

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 23-2025 authorizing execution of the First Amendment to the Mutual Aid Interlocal Cooperation Agreement with Butler County. Council Member Keith Marvin seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

RESOLUTION NO. 23-2025

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF DAVID CITY, NEBRASKA, AUTHORIZING
EXECUTION OF FIRST AMENDMENT TO THE MUTUAL AID
INTERLOCAL COOPERATION AGREEMENT WITH BUTLER
COUNTY, NEBRASKA SHERIFF'S OFFICE; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, on September 5, 2023, the City of David City, Nebraska, a municipal corporation and city of the second class ("City") and the County of Butler, Nebraska, a Nebraska political subdivision ("County") executed that certain Mutual Aid Interlocal Cooperation Agreement ("Agreement"); and

WHEREAS, under the Agreement City and County agreed, subject to the terms and conditions therein and the provisions of the Interlocal Cooperation Act, Nebraska Revised Statutes sections 13-801, *et seq.*, to provide law enforcement assistance through each of their respective law enforcement agencies; and

WHEREAS, City and County desire to amend the Agreement to provide additional terms and conditions under which City's Police Department shall provide additional law enforcement services within the newly defined Extended Jurisdiction, as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein; and

WHEREAS, in furtherance of the foregoing City and County desire to execute that certain First Amendment to Mutual Aid Interlocal Cooperation Agreement in substantially the same form as **EXHIBIT B**, attached hereto and incorporated herein and ("Amendment"); and

WHEREAS, City finds that executing the Amendment is in the best interest of the City and its residents' general health, safety, and welfare.

NOW, THEREFORE, the Mayor and City Council of the City of David City, Nebraska, hereby resolve as follows:

1. City approves the Amendment and authorizes the Mayor to execute the Amendment in substantially the same form as **EXHIBIT B**.
2. City Authorizes the Mayor and City Clerk may execute such other documents and take such other actions reasonably necessary to effectuate the purposes herein.
3. City hereby ratifies the Agreement, as amended by the Amendment.

4. City hereby repeals any other resolutions or portions of resolutions passed and approved prior to passage, approval, and publication of this resolution and in conflict herewith to the extent of any conflict therewith.

5. This Resolution is effective immediately upon passage.

Passed and approved this 24th day of September, 2025.

ATTEST

Jessica Miller, Mayor

Tami Comte, City Clerk

EXHIBIT A

Depiction and Description of Extended Jurisdiction

All that portion of the rectangular area covering the area from L Road to O Road and 33 Road to 38 Road, excluding that property located within the corporate limits of the City of David City, Nebraska.

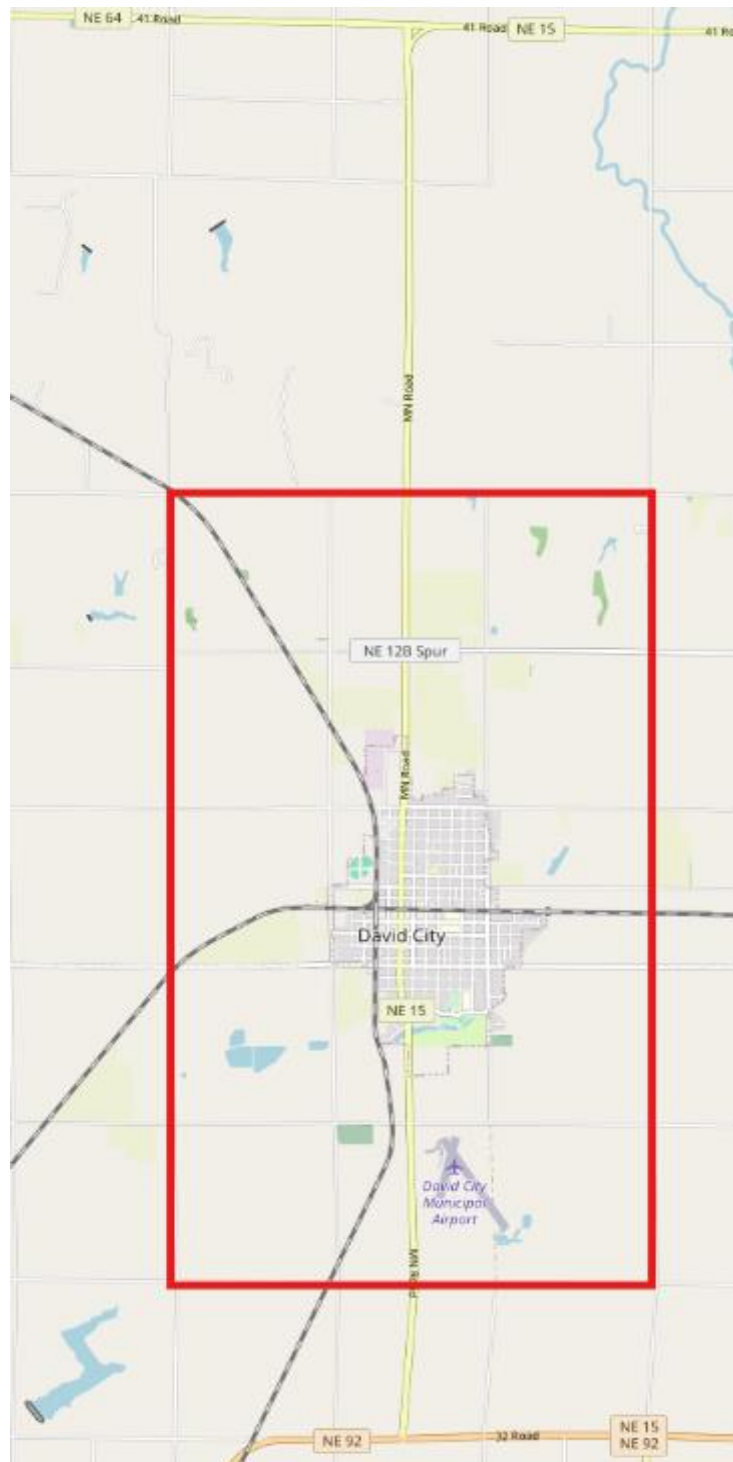


EXHIBIT B

Form of First Amendment to Mutual Aid Interlocal Cooperation Agreement

[SEE ATTACHED]

FIRST AMENDMENT TO MUTUAL AID INTERLOCAL COOPERATION AGREEMENT

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

WHEREAS, the Agencies executed that certain Mutual Aid Interlocal Cooperation Agreement on or around September 5, 2023 (the "Agreement"); and

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

WHEREAS, notwithstanding the Agreement, the Police Department has Primary Jurisdiction (defined below) within the David City corporate limits, and the Sheriff has primary jurisdiction in the remainder of Butler County; and

WHEREAS, the Agencies find that there is a need to, for the Term (defined below) of this Amendment, extend the boundaries of the Police Department's Primary Jurisdiction to include the Extended Jurisdiction (defined below); and

WHEREAS, the Agencies desire to amend the Agreement to provide the terms and conditions under which the Police Department will assist the Sheriff within the Extended Jurisdiction (defined below).

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

1. **Definitions**: All capitalized terms used herein shall have the meanings provided in the Agreement, except as provided below.
 - A. "Emergency" shall mean officer needs assistance as that term is defined in Neb. Rev. Stat. §29-215(2)(c); and shall also include incidents involving domestic disturbances/fights in progress, incidents in which a weapon is reported or is reasonably believed to be present; major accidents; major residential fires; pursuits coming into or near David City; armed or barricaded subjects; major weather-related damage/incidents; incidents of high importance in the detention center (i.e. inmate fights, staff needs assistance, fire, inmate has weapon, etc.), and any incident in which the threat of imminent bodily harm or death to a person is highly possible based on the circumstances presented.

- B. “Nonemergency” shall mean incidents which do not fall within the scope of Neb. Rev. Stat. §29-215(2)(c) or subsection A above.
 - C. “Extended Jurisdiction” shall mean the area generally described and depicted in **EXHIBIT A**, attached hereto and incorporated herein.
 - D. “Dispatcher” shall mean the employed or contracted personnel that the Butler County Nebraska, Board of Supervisors manage that provides dispatching services including without limitation accepting and transferring calls, arranging for deployment of law enforcement services, and requesting assistance to either Agency in the manner provided herein.
 - E. “Act” shall mean the Interlocal Cooperation Act of the State of Nebraska, Nebraska Revised Statutes sections 13-801 *et seq.*, as amended.
 - F. “Primary Jurisdiction” shall be the David City corporate limits.
- 2. **Harmony; Conflicting Provisions.** Nothing in this Amendment shall terminate, affect, abridge, or alter the duties and obligations the Agreement imposes on either Agency. This Amendment shall govern the Police Department’s obligation to render assistance and law enforcement services to the Sheriff within the Extended Jurisdiction during the Term. The Agreement and the terms and conditions stated therein shall continue to bind the Agencies regarding each Agency and their respective Officers providing of law enforcement services to David City and Butler County. To the extent of any conflict between the Agreement and Amendment, this Amendment shall control. Where this Amendment is silent on a matter or matters, the Agreement shall control to the extent it provides an applicable provision or term.
 - 3. **Term.** This Amendment shall last for six (6) months from the Effective Date (the “Term”). On the final day of the Term this Amendment shall immediately terminate without any action or notice by or to either Agency. The Agencies may extend the Term by executing a written extension hereof.
 - 4. **Mutual Assistance.** The Police Department and its Officers will render law enforcement assistance within the Extended Jurisdiction either in response to a call from the Dispatcher directly to the Police Department or in response to the Sheriff or its Officers’ request for assistance within the Extended Jurisdiction subject to the below conditions.
 - A. **Extended Jurisdiction Requests for Assistance.** The Dispatcher may either call the Police Department or the Sheriff for assistance with calls located within the Extended Jurisdiction. If the first Agency the Dispatcher communicates with is unable to assist, the Dispatcher shall log such information in the CAD and then communicate with the other Agency.

- B. Command at Scene; Reporting. The first Agency arriving on scene shall have command of the same. The Agency in command at the scene shall be primarily responsible for obtaining, preserving, and transporting all evidence from the scene. All Agency Officers responding to a call, regardless of whether they are from the Agency in command, shall submit reports, body camera footage, and other customary documentation taken at the scene to the proper authorities.
 - C. Concurrent Jurisdiction. The Police Department and Sheriff shall each have jurisdiction without restriction or limitation, to engage in law enforcement activity, specifically including but not limited to, patrol duties, enforcement of traffic violations, power of arrest, rights to investigate, and authority to effectuate paper service within the Extended Jurisdiction without giving the other Agency prior notice.
- 5. Training. Each Agency is responsible for the training of its personnel. Agencies may participate in joint training as agreed upon by the Agencies.
- 6. Equipment. Each Agency shall be solely responsible for the maintenance of all equipment it provides to its Officers, and shall not be required to provide any equipment, maintenance, or repair to any equipment used by the other Agency. Any supplies, equipment, vehicles or other personal property or other real property an Agency uses in the performance of its duties and obligations stated herein or in the Agreement shall at all times remain the property and the sole responsibility of such Agency and shall not be the obligation or responsibility of the other Agency.
- 7. Financing.
 - A. Extended Jurisdiction Calls. In consideration of this Agreement, the Sheriff or Butler County shall not charge the City for any expenses the County or Sheriff incur in connection with employing, training, or compensating the Dispatcher or otherwise for any dispatch services so long as this Amendment is in effect.
 - B. Expenses. Each Agency shall be responsible for all compensation and remuneration of its own employees and shall pay all required payroll, wages, taxes, and benefits as provided by law. Each Agency shall also be responsible for the costs of equipment provided and utilized by its Officers.
- 8. Officers Remain Employees of Own Agency. All Officers while serving outside the Officer's Primary Jurisdiction, shall be considered as serving the Agency that employs the Officer as if the Officer were serving within the Officer's Primary Jurisdiction. Each Agency that employs an Officer will handle any disciplinary action arising out of such Officer's conduct, actions, or omissions, whether occurring within or outside the Officer's Primary Jurisdiction. The Agencies recognize that the duties, work, skills and working conditions may differ between Agencies. Officers performing services pursuant to the Agreement or this Amendment shall conduct themselves in accordance with the policies and procedures of the Officer's Primary Jurisdiction, except as otherwise agreed to by such Officer's Agency of Primary Jurisdiction and the other Agency.

9. **Liability Insurance.** Each Agency shall be self-insured or carry liability insurance written on an “occurrence” basis (as distinguished from “claims made” basis) covering all law enforcement personnel assigned by each Agency under the Agreement or Amendment and insuring against liability for bodily injury, personal injury (including false arrest) and property damage, in an amount not less than the maximum liability of such Agencies under applicable law. Each Agency's insurance or self-insurance shall cover acts and omissions of its Officers while performing services under the Agreement and this Amendment. This provision concerning insurance shall in no way waive an Agency's sovereign immunity. The Nebraska Political Subdivision Tort Claims Act (Nebraska Revised Statutes sections 13-901, *et seq.*), or other applicable provisions of law, governs each Agency's liability.
10. **Public Information.** To the extent an Agency makes public specific case information relating to a mutual effort with other Agencies, each Agency shall be responsible for responding to the request to determine which of the reports that it generates may be available to the public. Unless release required by a court order, no Agency shall release any document generated by another Agency without permission.
11. **No Agency Relationship; No Separate Entity.** Neither the Agreement nor this Amendment creates an agency or instrumentality relationship between the Agencies or between any Agency's Officers or employee and any other Agency. The cooperative activity this Agreement and Amendment create does not constitute an independent agency or employer. Agencies and Officers performing any services under this Agreement shall at all times and for all purposes remain employees and agents exclusively of the law enforcement department of the Agency which encompasses the Officer's Primary Jurisdiction and shall for no purpose be an employee or agent of any other Agency. Neither the Agreement nor this Amendment creates a separate legal entity or contemplates acquiring, holding or disposing of joint property or the levying or collecting of any tax.
12. **Other Agreements.** The cooperation arrangement the Agreement and Amendment establish is cumulative to and not in lieu of specific agreements the Agencies heretofore or hereafter execute in respect to other aspects of public safety. In the event of conflict or when resolving any ambiguities, the Agreement and this Amendment take precedence over any other agreement.
13. **Authorization; Implementing Action.** The undersigned represents and warrants that it has the legal capacity and lawful power to execute this Amendment on behalf of its respective Agency and to bind the same to the terms and conditions stated herein. Prior to the Effective Date, each Agency shall take formal action by ordinance or resolution of its governing body approving this Agreement. Each Agency shall furnish the other Agencies executed copies of such authorizing action.
14. **Entire Agreement.** The Agreement, as amended by this Amendment, contains the entire agreement of the Agencies. Any Agency may not explain, supplement, or qualify the provisions of the Agreement or Amendment through evidence of trade usage or prior course of dealings. No Agency made or relied upon any representations by any Agency, other than those that are expressly set forth herein.
15. **No Third-Party Rights.** The Agencies execute this Amendment for the benefit of the

named Agencies only. This Amendment does not, nor shall it provide rights to any third party, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that the Agreement's indemnification provision shall also inure to the benefit of an Agency's employees, Officers and agents.

16. **Counterparts**. The Agencies may execute this Amendment in multiple counterparts or electronically, which taken together shall collectively constitute the same, original Amendment.
17. **Severability**. If a court of competent jurisdiction renders any provision(s) of this Amendment unenforceable or invalid, such provision(s)' unenforceability or invalidity shall not affect the remaining provisions of this Amendment which shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Agencies hereunto executed this Agreement as of the _____ of _____, 2025.

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

By: _____
Jessica Miller, Mayor

Date: _____

ATTEST:

Tami Comte, City Clerk

Date: _____

APPROVED AS TO FORM:

David C. Levy, Esq., City Attorney

Date: _____

IN WITNESS HEREOF, the parties hereunto executed this Agreement as of the _____
of _____, 2025.

COUNTY OF BUTLER, NEBRASKA,
a Nebraska political subdivision.

Scott Steager, Chairperson, Butler County
Board of Supervisors

ATTEST:

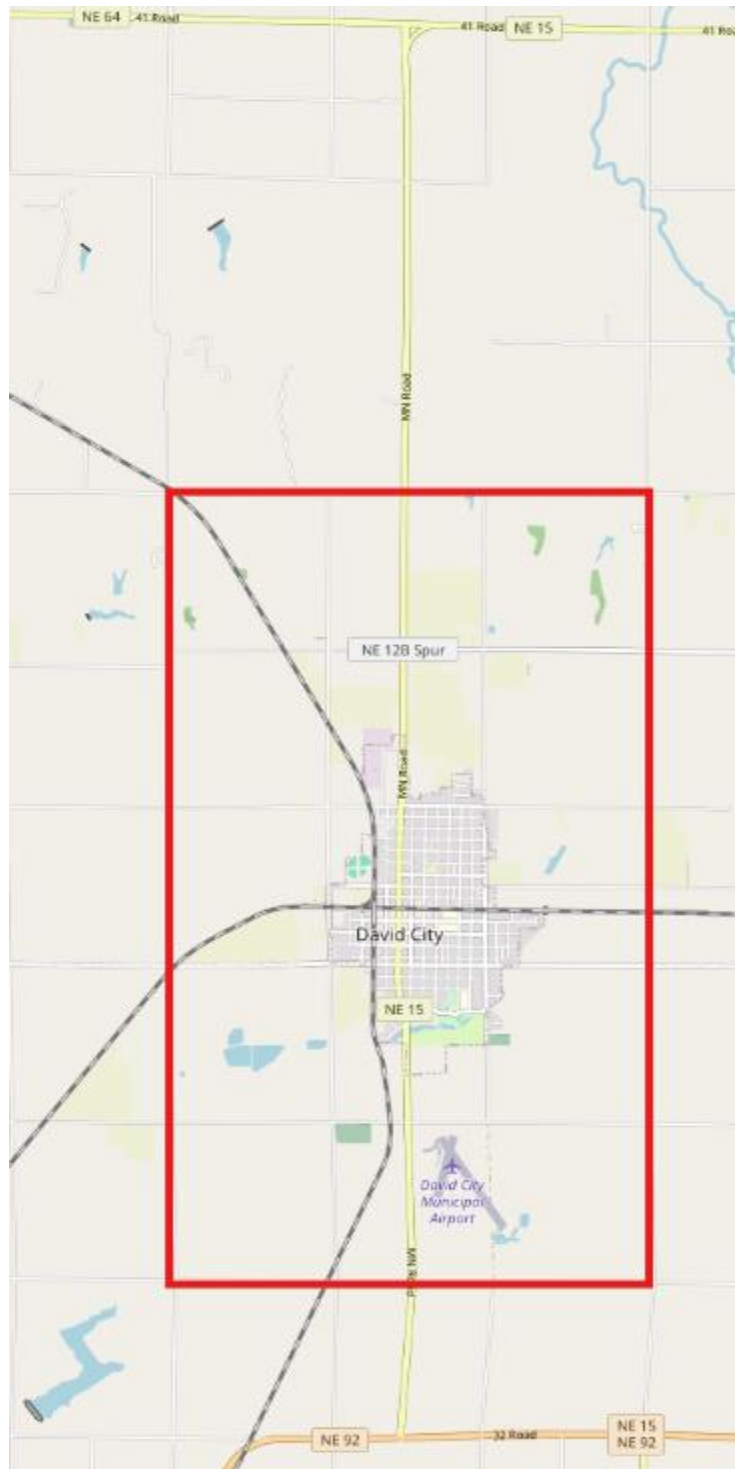
Lori L. Aschoff, Butler County Clerk

APPROVED AS TO FORM:

Julie Reiter, Esq., Butler County Attorney

EXHIBIT A
Description of Extended Jurisdiction

All that portion of the rectangular area covering the area from L Road to O Road and 33 Road to 38 Road, excluding that property located within the corporate limits of the City of David City, Nebraska.



Council member Bruce Meysenburg made a motion to approve the quote of Bryant Heating and Air for heating and air conditioning for the upstairs of the Municipal Auditorium as part of the CCCFF grant. Council Member Keith Marvin seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

BRYANT AIR CONDITIONING & HEATING CO.		
3324 Ox Bow Cir. Lincoln NE 68504 (402) 467-1111		
ATTN: PROPOSAL SUBMITTED TO	PHONE	DATE
City of David City		7/31/2025
STREET	JOB NAME	
Attn: Bill Buntgen	Add Cooling DC Auditorium	
CITY, STATE AND ZIP CODE	JOB LOCATION	
	699 Kansas St. David City NE	
PREPARER	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

HVAC Proposal

Add cooling for main level AHU serving the stage, gymnasium and bleacher areas of the building.

We will provide and install:

1. Demo existing AHU & ductwork and dispose.
2. Install new Valent-312 AHU mounted on curb next to building on south side with insulated supply and return duct running up wall to existing louver and window connecting to existing supply and return ducts.
3. Electrical wiring, Controls, crane hoisting, start-up, permits, commissioning and owner training is included.

Our price on this basis is.....\$ 335,116.00

Note: Lead time on AHU is 10-12 weeks

Standard (1) year equipment & labor warranty applies.

We propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Monthly Progressive

\$ 335,116.00

Payment to be made as follows

LATE CHARGE NOTICE: Accounts not paid within 30 days from billing date are subject to a SERVICE CHARGE of 1 1/3% per month which is as ANNUAL PERCENTAGE RATE OF 16% on balances after subtracting payments.

All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifically involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate prepared. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature: Clint Brooks

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: *James Miller*

Date of Acceptance: 9-24-25

Signature:

Upon acceptance of this proposal you are entering into a transaction which could result in a lien on your property if the contract amount is not paid when due.

Council member Keith Marvin made a motion to approve Friday, December 26, 2025, as an additional paid holiday for 2025 only. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to adjourn. Council Member Jeremy Abel seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 8:02 p.m.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



CERTIFICATION OF MINUTES
September 24, 2025

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of September 24, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Tami Comte, City Clerk

