

A meeting of the Mayor and Council of the City of Waverly, Nebraska, was held at the _____ in said City on the ____ day of June, 2025, at ____ o'clock ____ M.

Present were: Mayor: _____; Council Members:

Absent: _____. Notice of the meeting was given in advance thereof by _____, a designated method for giving notice, as shown by the (Affidavit of Publication) (Certificate of Posting Notice) attached to these minutes. Notice of this meeting was given to the Mayor and all members of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held. In accordance with Section 84-1412, R.R.S. Nebraska, the public was provided with an opportunity to speak at the meeting.

Council Member _____ introduced Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING THE PURCHASE OF AN AMBULANCE AND RELATED EQUIPMENT FOR THE CITY AND AUTHORIZING A LOAN FROM A BANK TO THE CITY, EVIDENCED BY A PROMISSORY NOTE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE HUNDRED EIGHTY THOUSAND (\$180,000) TO FINANCE THE PURCHASE OF THE AMBULANCE AND RELATED EQUIPMENT; PRESCRIBING THE TERMS AND FORM OF SUCH LOAN AND PROMISSORY NOTE; PROVIDING FOR PAYMENT OF THE INTEREST ON AND PRINCIPAL OF SUCH LOAN AND PROMISSORY NOTE; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM

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

_____. The following voted NAY:

_____.

The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said ordinance.

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

_____.

The following voted NAY: _____. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the Ordinance to be published in pamphlet form as required by law. A true, correct, and complete copy of said ordinance is as follows:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF AN AMBULANCE AND RELATED EQUIPMENT FOR THE CITY AND AUTHORIZING A LOAN FROM A BANK TO THE CITY, EVIDENCED BY A PROMISSORY NOTE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE HUNDRED EIGHTY THOUSAND (\$180,000) TO FINANCE THE PURCHASE OF THE AMBULANCE AND RELATED EQUIPMENT; PRESCRIBING THE TERMS AND FORM OF SUCH LOAN AND PROMISSORY NOTE; PROVIDING FOR PAYMENT OF THE INTEREST ON AND PRINCIPAL OF SUCH LOAN AND PROMISSORY NOTE; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM

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

Section 1. The Mayor and Council (the “Council”) of the City of Waverly, Nebraska (the “City”) hereby find and determine as follows:

(a) That pursuant to Section 17-147, R.R.S. Nebraska, the City is authorized to establish a fire department and procure fire and rescue equipment;

(b) That it is necessary for the City, in cooperation with the Waverly Suburban Fire District, to purchase an ambulance and related equipment (the “Equipment”) in support of the general fire and rescue protection plan of the City, with the District paying one-half of said costs and the City paying one-half of said costs;

(c) That the estimated cost of the ambulance identified for purchase is \$327,653 and the estimated cost of the equipment and graphics for the ambulance is \$173,650.65, resulting in a total estimated cost of \$501,303.65;

(d) That it is necessary for the City to borrow money in the total principal amount of not to exceed \$180,000 to pay a portion of the cost of the Equipment;

(e) The City and Horizon Bank (the “Bank”) have proposed to finance the Equipment purchase through a loan (the “Loan”) to the City by the Bank, evidenced by a promissory note (the “Note”), pursuant to authority granted to the City in Section 18-201, R.R.S. Nebraska (the “Act”).

(f) The City further finds and determines, pursuant to the requirements of the Act, that financing the Equipment purchase through traditional bond financing would be impractical and cannot be completed within the time constraints facing the City to acquire the Equipment and financing the purchase through a direct borrowing with the Bank will generate taxpayer savings over traditional bond financing.

(g) The amount of the Note is less than twenty percent (20%) of the municipal budget of the City.

(h) All conditions, acts and things required by law to exist or to be done precedent to the Loan, evidenced by the Note, in the principal amount of not to exceed \$180,000 pursuant to the Act, for the purpose of financing a portion of the cost of the Equipment and related expenses, do exist and have been done in due form and time as required by law.

Section 2. For the purposes described in Section 1, the Mayor, City Clerk, and other necessary officers or personnel of the City are authorized to take such actions and sign such purchase agreements, contracts, and other documents as are reasonably necessary to purchase the Equipment in cooperation with the Waverly Suburban Fire District. The City is authorized to expend up to \$180,000 for its share of the ambulance, which will be financed with the Note described hereinafter, and up to \$100,000 for related equipment, which will be paid for with the City's share of cash on hand in the Fire Equipment Fund.

The Mayor and Council further find and determine that all conditions, acts, and things required by law to exist or to be done precedent to the Loan, evidenced by the Note, pursuant to the Act, do exist and have been done as required by law. The Note shall consist of one fully registered Note without coupons. The Note shall be in the original principal amount of not more than \$180,000 and shall bear interest at the rate of not more than Seven Percent (7.0%) per annum with interest payable on a semi-annual or annual basis as agreed to by the City and the Bank. If not sooner paid, the entire balance of principal and accrued interest shall be due and payable upon maturity of the Note, which maturity shall be not later than seven years after the date of issuance. The Note may be prepaid in whole or in part at any time without penalty. The Mayor and/or the City Clerk is hereby authorized to establish the final terms of the Note within the parameters set forth above.

Section 3. Interest on the Note is payable as set forth above (each of such dates an "Interest Payment Date") from the date of original issue or the most recent interest payment date, whichever is later, until maturity or earlier payment by check or draft mailed or otherwise delivered by the Registrar on such interest payment date to the registered owner of the Note at such registered owner's address as it appears on the Note Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such interest payment date (the "Record Date") subject to the provisions of the following paragraph. The principal on the Note and the interest due at maturity or upon payment prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Note to the Registrar. If the date for payment of the principal or interest on the Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Waverly, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. The Note shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk. In case any officer whose signature or a facsimile of whose signature shall appear on the Note and shall cease to be such officer before the delivery of the Note, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if

he or she had remained in office until delivery. Notwithstanding such execution, the Note shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on the Note has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Note need not be signed by the same representative. The executed certificate or authentication on the Note shall be conclusive evidence that it has been authenticated and delivered under this Ordinance. In connection with the Note, the City is authorized to pledge its interest in the Equipment and/or its interest in cash on deposit with the Bank or other assets as collateral for the City's obligation under the Note.

Section 5. The Note shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
CITY OF WAVERLY, NEBRASKA
PROMISSORY NOTE, SERIES 2025

Interest Rate

Maturity Date

Date of Issue

REGISTERED OWNER: HORIZON BANK

PRINCIPAL AMOUNT:

The CITY OF WAVERLY, NEBRASKA (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the principal amount stated above and interest thereon, at the interest rate per annum specified above, in lawful money of the United States of America. Interest accrued to date shall be payable in equal annual installments of principal and interest sufficient to fully amortize the Note at maturity and with the entire balance of principal and accrued interest due and payable at maturity.

The principal amount and the interest due at maturity or upon payment prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Note Registrar and Paying Agent, the City Treasurer of the City of Waverly, Nebraska, (the “Registrar”), upon presentation and surrender of this note. Interest on this note due prior to maturity or earlier payment shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding the date on which interest on this note is payable (the “Record Date”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable and shall be payable to the person who is the Registered Owner of this note (or of one or more predecessor notes hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. This note is payable from the general funds of the City to the extent not paid from other sources, including revenues generated from operation of the fire department. For the prompt payment of this note, both principal and interest at the time the same becomes due, the full faith, credit, and resources of the City are hereby pledged.

This note may be prepaid without penalty, in whole or in part, at any time in such principal amounts as the City, in its sole and absolute discretion, shall determine.

This note is issued in the total principal amount of \$_____ and has been issued by the City for the purpose of purchasing an ambulance and related equipment for the City and paying the costs of issuance of this note. This note is issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. ____ of the City (the “Ordinance”) duly enacted and by proceedings duly had by the Mayor and Council.

This note is transferable by the Registered Owner hereof as provided by the Ordinance and subject to the restrictions on transfer specified in the Ordinance and only upon delivery of an Investor Letter, as described in the Ordinance. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Waverly, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The City has in the Ordinance designated such note as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this note did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the City, including this note, does not exceed any statutory limitation imposed by law. The City agrees that this note shall be secured by and be payable from any and all general fund resources of the City, including but not limited to any and all authorized levies of taxes, and shall not, to the fullest extent permitted by law, be limited as to payment to the City’s general fund resources for any specific fiscal year, pursuant to Section 18-201, R.R.S. Nebraska. The City reserves the right to provide for payment of principal and interest on the Note from the further issuance of notes, bonds, or other methods of financing.

This note shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Mayor and Council have caused this note to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

CITY OF WAVERLY, NEBRASKA

ATTEST:

By: _____ (Do Not Sign)
Mayor

By: _____ (Do Not Sign)
Clerk

[S E A L]

CERTIFICATE OF AUTHENTICATION

This note is the note authorized by an ordinance passed and approved by the Mayor and Council of the City of Waverly as described in said note.

(Do not sign)

CITY TREASURER, CITY OF
WAVERLY, NEBRASKA, Registrar and
Paying Agent

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within note on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within note in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

Section 6. Upon execution, registration and authentication of the Note, they shall be delivered to the City Treasurer, who is authorized to deliver them to the purchaser thereof specified in the Designation upon receipt of (a) the full purchase price of the Note less any costs of issuance of the Note to be withheld at closing and (b) delivery to the City of an investor letter in the form of **Exhibit A** hereto.

Section 7. The City Treasurer of the City of Waverly, Nebraska, is hereby appointed as Registrar and Paying Agent (the “Registrar”) for the Note. The Registrar shall keep the books for the registration and transfer of Note at its office in Waverly, Nebraska. The names and registered addresses of the registered owner or owners of the Note shall at all times be recorded in such books. The transfer of the Note may be registered upon the books kept for the registration and registration of transfer of Note only (i) upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner’s attorney or legal representative in such form as shall be satisfactory to the Registrar, (ii) the City shall consent to such transfer in its discretion and (iii) the assignee is a bank or a qualified institutional buyer as defined in Rule 144A promulgated by the Securities and Exchange Commission and the registered owner has obtained from such proposed transferee and provided to the Registrar, prior to such transfer and assignment, an investor letter in substantially the form of **Exhibit A** hereto. Upon any such registration of transfer, the City shall execute, and the Registrar shall authenticate and deliver in exchange for such Note, a new Note of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Note may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Note and the City shall execute and the Registrar shall authenticate and deliver Note which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Note surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The Registrar shall not be required to transfer the Note for a period of 15 days next preceding any interest or principal payment date. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Note from funds provided by the City for such purpose. Payments of interest due upon the Note prior to maturity shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Note as of the close of business on the fifteenth day immediately preceding the interest payment date, addressed to such owner’s registered address as shown on the books of registration as required to be maintained under this Ordinance. Payments of principal due at maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of the Note at the office of the Registrar. The City and the Registrar may treat the registered owner of the Note as the absolute owner of the Note for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of the Note shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Note or claims for interest to the extent of the sum or sums so paid.

Section 8. The City hereby agrees that the Loan, evidenced by the Note, shall be secured by and be payable from any and all general fund resources of the City, including but not limited to any and all authorized levies of taxes, and shall not, to the fullest extent permitted by law, be limited as to payment to the City's general fund resources for any specific fiscal year. The City reserves the right to provide for payment of principal and interest on the Note from the further issuance of notes, bonds, or other methods of financing, including specifically general obligation various purpose bonds.

Section 9. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Note, one of which transcripts shall be delivered to the purchaser of the Note. After being executed by the Mayor and Clerk, said Note shall be delivered to purchaser.

Section 10. The City hereby covenants and agrees that it will make no use of the proceeds of the Note which would cause the Note to be an arbitrage bond within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Note for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Note to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby designates the Note as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year in which the Note is issued (taking into consideration the exception for current refunding issues). The Mayor is hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Note as "qualified tax-exempt obligations".

Section 11. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Mayor, Clerk, the City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the Note and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Note, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing all other terms and provisions to be carried by the Note not specifically set forth in this Ordinance, and (ii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Note. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City

of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 12. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 13. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this ____ day of June, 2025.

ATTEST:

Mayor

City Clerk

[SEAL]

EXHIBIT A
FORM OF INVESTOR LETTER

_____, 2025

City of Waverly, Nebraska
Waverly, Nebraska

Rembolt Ludtke LLP
Lincoln, Nebraska

Re: Promissory Note, Series 2025, dated _____, 2025

Ladies and Gentlemen:

The undersigned, Horizon Bank, as purchaser (the “Purchaser”) of the above-referenced note (the “Note”) issued by the City of Waverly, Nebraska, (the “City”) pursuant to and on the terms set forth in Ordinance No. ____ of the City passed by the City Council on June ___, 2025 (the “Ordinance”), hereby represents and warrants to you that:

1. Capitalized terms used herein and not otherwise defined are used with the meanings given such terms in the Ordinance.

2. The Purchaser has duly authorized, by all necessary action, the purchase of the Note and the right to receive the payments of principal of and interest on the Note pursuant to the terms and provisions of the Ordinance (the “Payments”).

3. The Purchaser is a qualified institutional buyer as defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), because the Purchaser is a financial institution. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Note, the Payments, and the Ordinance. The Purchaser is able to bear the economic risks of that investment, including a complete loss of such investment.

4. The Purchaser understands that the obligations of the City to make the Payments under the Ordinance and the Note are payable from the sources described in the Ordinance.

5. The Purchaser acknowledges that it has either been supplied with or has been given access to information, including financial statements and other financial information, which it has asked for and the Purchaser has had the opportunity to ask questions and receive answers from appropriate officers of the City concerning the City, the Note, the Ordinance and the security therefor, so that the Purchaser has been able to evaluate the risks and merits of purchasing the Note and make its decision to purchase the Note on the terms set forth in the Ordinance.

6. The Purchaser made its own inquiry and analysis with respect to the Ordinance, the Note, the Payments, and the security therefor, and other factors affecting the security and payment of such payments set forth in the Ordinance. The Purchaser is aware that the business of the City involves certain economic variables and risks that could adversely affect the security for the payments to be made by the City to the Purchaser under the terms of the Ordinance and the Note.

7. The Purchaser understands that the Note (including the right to receive the Payments under the terms of the Ordinance) (a) are not being registered or otherwise qualified for sale under the securities laws and regulations of any state, (b) will not be listed on any securities exchange, (c) do not and will not carry a credit rating from any credit rating service and (d) will be delivered in a form which may not be readily marketable.

8. The Purchaser understands that the Note (including the right to the Payments under the terms of the Ordinance) has not been registered under the Securities Act in reliance upon certain exemptions from registration. The Purchaser represents to you that it is purchasing the Note for investment for its own account and not with a view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of the Note or any part of its interest in the Note. The Purchaser agrees not to sell, transfer or otherwise dispose of the Note or all or any part of its interest in the Note or the Ordinance unless the transferee executes a letter of representation in substantially the form of this letter and such sale, transfer or other disposition is in compliance with applicable securities laws and the provisions of the Ordinance.

9. The Purchaser agrees to indemnify and hold harmless the City with respect to any claim asserted against the City that is based upon the Purchaser's sale, transfer or other disposition of the Note or all or any part of the Purchaser's interests in the Note or the Ordinance in violation of the provisions hereof or of the Ordinance, other than any claim that is based upon the gross negligence or willful misconduct of the City.

10. The Purchaser has executed and delivered this letter in connection with issuance of the Note as an inducement to the City to cause the issuance of the Note and the execution and delivery thereof to the Purchaser.

Only the addressees hereof may rely upon this letter.

HORIZON BANK, Waverly, Nebraska

By: _____ (Do not sign) _____

Its: _____

I, the undersigned, City Clerk for the City of Waverly, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on June ____, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

City Clerk

(SEAL)