

Friend City Council Meeting  
Tuesday, December 2, 2025 7:00 PM

City Hall  
235 Maple Street  
Friend, NE 68359

## **Agenda**

ROLL CALL

ANNOUNCEMENTS: Open Meetings Act

PLEDGE OF ALLEGIANCE

APPROVAL OF MEETING MINUTES

TREASURER'S REPORT

APPROVAL OF CLAIMS AND PAYROLL

APPROVAL OF HOSPITAL FINANCIAL REPORTS

MAYOR COMMENTS

PUBLIC COMMENTS:

COMMUNICATIONS

ORDINANCES & RESOLUTIONS

Approve Ordinance Number 2025-11 to Revise the Bond Ordinance for the Public Safety Building.

NEW BUSINESS

Discussion/Possible Action: Telecommunications License Agreement with Unite Private Networks, LLC to Bury Fiber Optic Cable on the East Side of State Street South of Highway 6 to Approximately 4th Street.

Discussion/Possible Action: Appoint Layton Dockweiler to the CRA to replace Brian Himmelberg.

Discussion/Possible Action: Approve Michelle Schiffen as the Assistant Librarian.

Discussion/Possible Action: EMF Post Prom Support

Discussion/Possible Action: To Cash in Certificates of Deposit and General ICS Account and to Move Other Funds from the Checking Account to Certificates of Deposit.

Discussion/Possible Action: Approve Payment of Internal Loan from Street Department to Street Bond Department for \$36,581.00.

Discussion/Possible Action: setting date and location for appreciation dinner

Discussion/Possible Action: Approve Resolution 2025-12 Certifying Authorized Employee(s) to Make Changes on the City Credit Card Account.

Discussion/Possible Action: Approve Annual NDOT Highway Maintenance Agreement and Certificate of Compliance.

DEPARTMENT REPORTS

Library Report

Friend Community Healthcare Systems

Building Inspector Report

Fire Department Report

Rescue Squad Report

Police Report

Pool Report  
Public Works Report  
Clerks Report  
ADJOURNMENT

The Mayor and the Board reserve the right to enter into Executive Session  
The Council will review all items above and will take action as deemed appropriate

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**NEBRASKA OPEN MEETINGS ACT**

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**84-1407. Act, how cited.**

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

**Source:** Laws 2004, LB 821, § 34.

**84-1408. Declaration of intent; meetings open to public.**

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

**Source:** Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

**Annotations**

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. *McQuinn v. Douglas Cty. Sch. Dist. No. 66*, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. *Marks v. Judicial Nominating Comm.*, 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. *Grein v. Board of Education of Fremont*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- A county board of equalization is a public body whose meetings shall be open to the public. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**84-1409. Terms, defined.**

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or

advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

**Source:** Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11.

**Annotations**

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- As an administrative agency of the county, a county board of equalization is a public body. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. *State ex rel. Newman v. Columbus Township Bd.*, 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. *Johnson v. Nebraska Environmental Control Council*, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

**84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.**

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

**Source:** Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

**Annotations**

- There is no absolute discovery privilege for communications that occur during a closed session. *State ex rel. Upper Republican NRD v. District Judges*, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. *Grein v. Board of Education*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. *Simonds v. Board of Examiners*, 213 Neb. 259, 329 N.W.2d 92 (1983).
- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate should be made should take place in an open meeting. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. *Meyer v. Board of Regents*, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

**84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.**

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

- (ix) The Nebraska Brand Committee;
- (x) A local public health department;
- (xi) A metropolitan utilities district;
- (xii) A regional metropolitan transit authority;
- (xiii) A natural resources district; and
- (xiv) The Judicial Resources Commission.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

**Source:** Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510,

§ 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12.

### **Cross References**

- **Intergovernmental Risk Management Act**, see section 44-4301.
- **Interlocal Cooperation Act**, see section 13-801.
- **Joint Public Agency Act**, see section 13-2501.
- **Municipal Cooperative Financing Act**, see section 18-2401.

### **Annotations**

- Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that

plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

**84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**Source:** Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13.

**Annotations**

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. *Stoetzel & Sons v. City of Hastings*, 265 Neb. 637, 658 N.W.2d 636 (2003).

**84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be

satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

(7) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

**Source:** Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14.

**Annotations**

- If a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).
- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the

truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).

- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).
- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of

the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

**Source:** Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

#### **Annotations**

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).
- Any citizen of the state may commence an action to declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information

obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

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Source: [http://nebraskalegislature.gov/laws/display\\_html.php?begin\\_section=84-1407&end\\_section=84-1414](http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414)

Date: July 2021



**I pledge allegiance to the Flag  
of the United States of America,  
and to the Republic for which it stands,  
one Nation under God, indivisible,  
with liberty and justice for all.**

**ACKNOWLEDGEMENT OF RECEIPT OF  
NOTICE OF MEETING**

The undersigned members of the governing body of the City of Friend in the State of Nebraska hereby acknowledge receipt of advance notice of a meeting of said body and the agenda for such meeting held at \_\_\_\_\_ o'clock p.m. on December \_\_\_\_, 2025, at the \_\_\_\_\_ in Friend, Nebraska.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

I hereby certify that \_\_\_\_\_ was absent from the City and did not return until after the meeting and could not be notified.

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

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I hereby certify that \_\_\_\_\_ was absent from the meeting but that, to my personal knowledge, he/she received advance notice of the meeting.

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

A meeting of the Mayor and City Council of the City of Friend, Nebraska, was held at the \_\_\_\_\_ in said City on the \_\_\_\_\_ day of December, 2025, at \_\_\_\_\_ o'clock P.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 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. At the beginning of the meeting, 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 ISSUANCE OF GENERAL OBLIGATION MUNICIPAL BUILDING BONDS OF THE CITY OF FRIEND, NEBRASKA, IN ONE OR MORE SERIES, IN THE COMBINED PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) ISSUED FOR THE PURPOSE OF CONSTRUCTING A MUNICIPAL BUILDING TO SERVE AS A FIRE STATION IN AND FOR THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE COLLECTION OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM**

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

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

The motion to suspend the 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 three-fourths of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the Ordinance to be published in pamphlet form as provided therein. A true, correct, and complete copy of said ordinance is as follows:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION MUNICIPAL BUILDING BONDS OF THE CITY OF FRIEND, NEBRASKA, IN ONE OR MORE SERIES, IN THE COMBINED PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) ISSUED FOR THE PURPOSE OF CONSTRUCTING A MUNICIPAL BUILDING TO SERVE AS A FIRE STATION IN AND FOR THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE COLLECTION OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

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

(a) That it is necessary and advisable for the City to construct a municipal building in and for the City, consisting of a building to be used as a fire station;

(b) That at an election requested by a petition signed by at least ten percent of the legal voters of the City, duly called, and conducted in the City on November 5, 2024, there was submitted to the qualified voters of the City the proposition of constructing said municipal building in and for the City and borrowing money and pledging the property and credit of the City upon its negotiable bonds in the principal amount of up to Three Million Dollars (\$3,000,000) to fund the cost of such municipal building;

(c) That notice of the submission of said proposition at said election was given by publication as required by law and at said election, said proposition was duly submitted to the legal electors of said City and more than a majority of the electors voting at said election voted in favor of constructing such municipal building and issuing said bonds;

(d) That the question of issuing bonds for such purpose under Section 17-953 and 17-954, Reissue Revised Statutes of Nebraska, 2012, has not been submitted and defeated in said City within six months prior to November 5, 2024; and

(e) That to fund a portion of the costs of construction, the City has previously issued its General Obligation Municipal Building Bonds, Series 2024, dated December 13, 2024, in the original principal amount of \$1,500,000; and

(f) That it is necessary for the City to issue additional bonds, in one or more series, in the combined amount of not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) for the purpose of paying additional costs of constructing said municipal building in and for the City and that all conditions, acts and things required by law to exist or to be done precedent to the issuance of

General Obligation Municipal Building Bonds in the amount of not to exceed \$1,500,000 in pursuance of Sections 17-953 and 17-954, Reissue Revised Statutes of Nebraska, do exist and have been done in due form and time as required by law.

(g) The City imposes a sales and use tax in the amount of two percent (2.0%) upon the same transactions within the City on which the State of Nebraska is authorized to impose a tax pursuant to the Local Option Revenue Act, Section 77-27,142, R.R.S Nebraska, and a portion of said sales and use tax equal to one-half of one percent (0.50%) (the “Designated Sales Tax”) has been designated for purposes of construction of a new fire station for City and related expenses, including debt service on bonds issued to fund construction, all pursuant to an interlocal agreement between the City and Friend Rural Fire District.

Section 2. For purposes as set out in Section 1 hereof, bonds to be designated General Obligation Municipal Building Bonds (the “Bonds”) in the principal amount of not to exceed \$1,500,000, which shall be in denominations of \$5,000 each or any integral multiple thereof as determined by the City Treasurer prior to delivery, are hereby authorized to be issued. The Bonds may be issued in one or more series with the first series referred to as “Series 2026”, the second series (if any), referred to as “Series 2026B”, the third series (if any) referred to as “Series 2026C”, and so on. The Bonds shall be dated as of their date of delivery and shall mature on the dates, be issued in the principal amount and shall bear interest at the rates per annum all as determined in the Bond Purchase Agreement (the “Agreement”) signed for each series by the Mayor or City Clerk (each an “Authorized Officer”, and together, the “Authorized Officers”) on behalf of the City and agreed to by Northland Securities, Inc. (the “Underwriter”), which Agreement may also set the pricing terms and the terms pursuant to which the Bonds may be redeemed prior to maturity, all within the following limitations:

- (a) The aggregate principal amount of the Bonds shall not exceed \$1,500,000;
- (b) The all-inclusive interest cost of the Bonds shall not exceed 7.00%;
- (c) The Underwriter’s discount shall not exceed 2.00%; and
- (d) The longest maturity of the Bonds shall not be longer than 20 years.

The Bonds shall be issued in the denomination of \$5,000 or any integral multiple thereof and shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchasers thereof. Interest on the Bonds shall be computed on the basis of a three hundred sixty-day year consisting of twelve thirty-day months. The Authorized Officers are authorized to establish the final terms for the Bonds and arrange for issuance of the Bonds in one or more series, without further action by the Council, provided, however, that the authority of the Authorized Officers to act without further action by the Council shall lapse if not exercised on or before December 31, 2026. Interest on the Bonds shall be payable semiannually on the dates designated by the Authorized Officers in the Agreement (each such date, an “Interest Payment Date”). The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day (whether or not a business day) immediately preceding the Interest Payment Date (the “Record Date”), subject to the provisions of Section 3 hereof. Payment of interest due on the Bonds prior to maturity or redemption shall be made by the Paying Agent and Registrar, as designated pursuant to

Section 3 hereof, by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the applicable Record Date, to such owner's registered address as shown on the books of registration, as required to be maintained in Section 3 hereof. Payment of principal due at maturity or at any date fixed for redemption, together with any accrued interest then due, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. In the event that Bonds of this issue are held in the nominee name of a national clearinghouse or depository, payment of principal or interest shall be made by wire transfer of funds in accordance with any applicable regulations governing "Depository Eligible Securities". The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid. If any Bond is not paid upon presentation of the Bond at maturity or any interest installment is not paid when due, the delinquent Bond or delinquent interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, as now existing or as the same may be amended from time to time by the Nebraska Legislature.

Section 3. BOK Financial, N.A., Lincoln, Nebraska, is hereby designated as Paying Agent and Registrar for the Bonds, provided that the Mayor may, in his or her discretion, appoint the City Treasurer or some other bank with trust powers or trust company to serve as Paying Agent and Registrar under the terms of this Ordinance as may be determined from time to time. Said Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at the office of the Paying Agent and Registrar in Lincoln, Nebraska, or the office of any duly appointed successor, as applicable. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar upon surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to such Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar will register such transfer upon said registration books and deliver to the transferee registered owner or owners (or send by registered mail to the transferee owner or owners at such owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one Bond may be transferred for several such Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond or Bonds shall be cancelled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Bonds surrendered and shall be entitled to all benefits and protection of this

ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and the Paying Agent and Registrar shall not be required to transfer Bonds during any period from any Record Date until its immediately following interest payment. In the event that payments of interest due on the Bonds on an interest payment date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such interest payment date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 4. The Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of delivery of such Bonds at a redemption price equal to 100% of the par amount thereof plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the bonds to be redeemed from such optional redemption in its sole discretion, but bonds shall be redeemed only in the amount of \$5,000 or integral multiples thereof. Notice of redemption of any bond called for redemption shall be given at the direction of the Mayor and Council by the Paying Agent and Registrar by mail not less than thirty days prior to the date fixed for redemption, first class postage prepaid, sent to the registered owner of such bond at said owner's registered address. Such notice shall designate the bond or bonds to be redeemed by number and maturity, the date of original issue, the date fixed for redemption and state that such bond or bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any bond partially redeemed, such notice shall specify the portion of the principal amount of such bond to be redeemed. No defect in the mailing of notice for any bond shall affect the sufficiency of the proceedings of the Mayor and Council designating the bonds called for redemption or the effectiveness of such call for bonds for which notice by mail has been properly given and the Mayor and Council shall have the right to further direct notice of redemption for any such bond for which defective notice has been given.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Paying Agent is located 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 6. The Bonds shall be executed on behalf of the City by being signed by the Mayor and the City Clerk, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each Bond, which may be a facsimile seal. The City Clerk shall make and certify a transcript of proceedings had and done precedent to the issuance of said Bonds which shall be delivered to the purchaser of said Bonds. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to the Treasurer of the City who shall be responsible therefor under his/her official Bond. Such Treasurer shall maintain a record of information with respect to said Bonds in accordance with the requirements of Section 10-140, R.R.S. Nebraska, and shall cause the same to be filed with the office of the Auditor of Public Accounts of the State of Nebraska. The Paying Agent and Registrar shall register each Bond in the name of its initial registered owner as designated by the initial purchaser. Each Bond shall be authenticated on behalf of the City by the Paying Agent and Registrar. The Bonds shall be issued initially as "book-entry only" bonds using the services of

The Depository Trust Company (the “Depository”), with one typewritten Bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (the “Letter of Representations”) in the form required by the Depository (which may include any “blanket” letter previously executed and delivered), on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

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

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

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

(iii) the payment to any Bond Participant, any Beneficial Owner, or any other person, other than the Depository, of any amount with respect to the Bonds.

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

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

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the ultimate Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue,

transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

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

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

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

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

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

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

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SALINE  
CITY OF FRIEND

GENERAL OBLIGATION MUNICIPAL BUILDING BOND  
SERIES 202\_\_\_

Bond No. \_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u> %	<u>Maturity Date</u>	<u>Date of Original Issue</u> _____, 2026	<u>CUSIP No.</u>
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Registered Owner: \_\_\_\_\_

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

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Friend, in the County of Saline, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above the principal amount specified above in lawful money of the United States of America on the maturity date specified above, with interest thereon from date of original issue specified above or most recent interest payment date to which interest has been paid or provided for, whichever is later, to maturity (or earlier redemption) at the rate per annum specified above. Interest shall be payable semiannually on fifteenth day of \_\_\_\_\_ and \_\_\_\_\_ in each year, starting \_\_\_\_\_, 2026. Interest shall be computed on the basis of a three hundred sixty day year consisting of twelve thirty-day months. If this bond is not paid upon presentation at maturity or any interest installment hereon is not paid when due, the bond or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, as now existing or as the same may be amended from time to time by the Nebraska Legislature. The interest hereon due prior to maturity shall be paid on each interest payment date by the Paying Agent and Registrar by wire transfer (but only in accordance with the limited terms of the authorizing ordinance), check or draft mailed to the registered owner hereof, as shown on the records of the Paying Agent and Registrar as of the close of business on the fifteenth day (whether or not a business day) immediately preceding the interest payment date, at such owner's registered address as it appears on the books of registration of the City (the "Record Date"). The principal of this bond and the interest due at maturity are payable on presentation and surrender to BOK Financial, N.A., as Paying Agent and Registrar, at the office of the Paying Agent and Registrar in Lincoln, Nebraska, or the principal corporate trust office of any duly appointed successor, as applicable. 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 bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. The City has pledged certain sales and use tax receipts of the City for payment of this bond. In addition, for the prompt payment of this bond, principal and interest as the same become due, the full faith, credit and resources of said City are hereby irrevocably pledged.

The City, however, reserves the right and option of paying bonds of this issue, in whole or in part, on the fifth anniversary of the dated date hereof, or at any time thereafter, at the principal amount thereof plus accrued interest to the date fixed for redemption. Notice of any such redemption shall be given by mail, sent to the registered owner of any bond to be redeemed at said registered owner's address in the manner provided in the ordinance authorizing said bonds. Individual bonds may be redeemed in part but only in the amount of \$5,000 or integral multiples thereof. Any bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new bond or bonds evidencing the unredeemed principal thereof.

This bond is one of an issue of fully registered bonds of the total principal amount of \$\_\_\_\_\_, of like tenor herewith except as to denomination, date of maturity and rate of interest issued by the City for the purpose of paying the cost of constructing a municipal building to be used as a fire station in and for the City. The proposition of constructing said improvements and issuing said bonds was submitted to the legal electors of said City at an election held in said City on November 5, 2024, and a majority of the electors voting voted in favor of constructing said improvements and issuing said bonds. Proper notice as required by law of the time and place of said election was given by publication in a legal newspaper printed in Saline County and of general circulation in said City. The issuance of said bonds has been authorized by an ordinance duly passed by the Mayor and Council of said City in strict compliance with Sections 17-953 and 17-954, R.R.S. Nebraska.

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

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

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR

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

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

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 bond 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 said City, including this bond, does not exceed any limitations imposed by law. The City covenants and agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in said City, in addition to all other taxes, sufficient in rate and amount to pay the interest on this bond when and as the same becomes due and to create a sinking fund to pay the principal of this bond when the same becomes due, to the extent not paid from other sources, including revenues generated by the City's local option sales tax.

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

CITY OF FRIEND, NEBRASKA

By: (Do Not Sign)  
Mayor

ATTEST:

(Do Not Sign)  
City Clerk

(S E A L)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by an ordinance passed and approved by the Mayor and Council of the City of Friend, Nebraska as described in said bonds.

BOK Financial, N.A., Paying Agent  
and Registrar

By: \_\_\_\_\_ (Do not sign)  
Authorized Officer

(FORM OF ASSIGNMENT)

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

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

SIGNATURE GUARANTEED

By: \_\_\_\_\_  
Authorized Officer

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

Section 8. Each series of the Bonds is hereby sold to the Underwriter upon the terms set forth in the Agreement for such series which is approved by the Authorized Officers (within the parameters set forth above) and agreed to by the Underwriter and the City Treasurer is authorized to deliver the Bonds to the Underwriter upon receipt of the purchase price set forth in the Agreement for such series plus accrued interest to date of payment. The Bonds are sold to the Underwriter subject to the opinion of Rembolt Ludtke LLP, as Underwriter’s bond counsel, that the Bonds are lawfully issued; that the Bonds constitute a valid obligation of the City; and that under existing laws and regulations the interest on the Bonds is exempt from both Nebraska state and federal income taxes. Such purchaser and its agents, representatives and counsel (including Underwriter’s bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository (as defined herein) at closing. The proceeds of the Bonds shall be applied upon receipt for the purposes described in Section 1 hereof. The City may also pay costs of issuance from the proceeds of the Bonds.

Section 9. For the payment of the Bonds, the City hereby pledges all receipts now or hereafter received by the City from the Designated Sales Tax. The pledge provided for herein shall not prevent the City from applying receipts from the Designated Sales Tax in any year for other purposes so long as sufficient amounts from such fund or other legally available sources have been set aside for the payment of the principal or redemption price of and interest on the Bonds falling due in such year. In addition, the Mayor and Council shall cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, including funds received from the Designated Sales Tax, sufficient in rate and amount to pay the interest on the Bonds herein authorized as the same becomes due and to create a sinking fund to pay the principal of said Bonds when and as such principal becomes due.

Section 10. The City Council hereby authorizes the Mayor and Clerk, or either of them, to approve (and declare final) on behalf of the City a preliminary Official Statement prepared with respect to a series of the Bonds and hereby authorizes the Mayor and Clerk, or either of them, to approve, execute and deliver on behalf of the City a final Official Statement relating to and describing the Bonds in such series. The officers of the City are further authorized to take any and all actions deemed necessary by them in connection with the carrying out and performance of the terms of this Ordinance.

Section 11. If and to the extent any individual series of Bonds is issued in the amount of \$1,000,000 or more, then in accordance with the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule") promulgated by the Securities and Exchange Commission, the City, being the only "obligated persons" other than the City with respect to the Bonds, and being an "obligated person" with respect to no more than \$10,000,000 in aggregate amount of outstanding municipal securities (including the Bonds), agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB for such series of Bonds:

- (a) at least annually not later than nine months after the end of the City's fiscal year, financial information or operating data for the City which is customarily prepared by the City and is publicly available, including the City's audited financial statements and information of the type included in the final official statement under the heading "Financial Statement";
- (b) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:
  - (1) principal and interest payment delinquencies;
  - (2) non-payment related defaults, if material;
  - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (4) unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);
- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and

- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes subparagraph (15) above, a “financial obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above. The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the applicable series of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under this Ordinance. The continuing disclosure obligations of the City with regards to a series of the Bonds, as described above, shall cease when none of the Bonds of such series remain outstanding.

Section 12. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said Bond issue, including monies held in any sinking fund for the payment of said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and further covenants to comply with said Sections 103 and 148 and all applicable regulations thereunder throughout the term of said Bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the Bonds with respect to taxpayers generally but not including insurance companies. The City hereby designates the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in the calendar year of the date of issue of any series of the Bonds in an amount in excess of \$10,000,000.

Section 13. In order to promote compliance with certain federal tax and securities laws relating to the Bonds herein authorized (as well as other outstanding bonds) the City has previously adopted a Post-Issuance Compliance Policy and Procedures which remain in full force and effect and are applicable to the Bonds.

Section 14. This ordinance shall be published in pamphlet form and take effect as provided by law.

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

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Mayor

ATTEST:

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City Clerk

(S E A L)

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

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City Clerk

(SEAL)

CERTIFICATE OF PUBLICATION  
OF ORDINANCE NO. \_\_\_\_\_  
IN PAMPHLET FORM

The undersigned hereby certifies that at a meeting of the Mayor and the City Council of the City of Friend, Nebraska, held at \_\_\_\_\_ o'clock p.m. on December \_\_\_\_, 2025, there was passed and adopted Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION MUNICIPAL BUILDING BONDS OF THE CITY OF FRIEND, NEBRASKA, IN ONE OR MORE SERIES, IN THE COMBINED PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) ISSUED FOR THE PURPOSE OF CONSTRUCTING A MUNICIPAL BUILDING TO SERVE AS A FIRE STATION IN AND FOR THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE COLLECTION OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM

Said Ordinance was published in pamphlet form on \_\_\_\_\_, 2025. Copies of said Ordinance as published in pamphlet form, are available for inspection and distribution at the Office of the City Clerk, in the City of Friend, Nebraska.

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

[SEAL]

## **TELECOMMUNICATIONS LICENSE AGREEMENT**

This Telecommunications License Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between The City of Friend, Nebraska, a City of the Second Class under the laws of the State of Nebraska (the "City") and Unite Private Networks, LLC dba Segra Fiber, a Delaware limited liability company authorized to provide telecommunications services by the Nebraska Public Service Commission, hereinafter ("Provider").

### **RECITALS**

The 1934 Communications Act, as amended by the Telecommunications Act of 1996, recognizes and provides state and local governments authority to manage the public rights of way and to require fair and reasonable compensation from telecommunications carriers on a competitively neutral and nondiscriminatory basis; and

Nebraska Revised Statutes Section 86-704 et seq. provides for the imposition of an occupation tax on the receipts from the sale of telecommunications service as defined in subdivision (7)(aa) of Nebraska Revised Statutes Section 77-2703.04; and

This Agreement does not grant any permit, agreement or other authorization required by the City, including, without limitation, permits required in connection with construction activities in the right of way which must be administratively approved by the City after review of specific plans.

Provider has requested permission to enter, occupy and use the right of way to construct, install, operate, maintain, and repair fiber optic cable facilities ("Facilities") to offer services to businesses and carriers in the City;

The management of the public right of way is necessary to preserve and protect, the health safety, and welfare of City residents and the City finds that the terms of this Agreement are in the public interest.

In consideration of the foregoing and the following covenants and Agreement, it is hereby agreed by and between the City and Provider as follows:

#### **Section 1. Permission to Occupy**

The City grants to Provider, subject to the terms of this Agreement, all applicable laws, rules, or regulations, and the submission and receipt of approval from the City of installation plans, the non-exclusive right to enter, occupy, and use the Right of Way to construct, install, operate, maintain, repair and remove its Facilities within the City. Provider understands that it is installing, constructing, maintaining and repairing its Facilities at its sole Risk.

#### **Section 2. Construction Provisions**

- A. Construction Standards. All construction practices shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970 and any amendments thereto as well as all state and local codes where applicable. All installation of electronic equipment shall be durable and installed in accordance with the provisions of the National Electrical and Safety Code and National Electrical Code as amended. Provider shall be responsible for registering its Facilities in the

City with the Nebraska One-Call Center and shall at all times comply with the provisions of Nebraska Revised Statutes 76-2301 et seq.

- B. Poles, Structures, and Property Owned by Others. Provider may install its Facilities aboveground where approved by the City. Provider must obtain written approval from the owners of all utility poles, structures and property not owned by Provider prior to attaching to or otherwise using such poles, structures, or property and provide proof of that approval to City request. The City makes no representation and assumes no responsibility for the availability of utility poles, structures, and property owned by third parties for the installation of Provider's Facilities.
- C. Right to Stop Work. The City may require Provider to stop work immediately if it finds that Provider or any contractors or subcontractors working on behalf of Provider are performing work in an unsafe manner or not in accordance with any applicable rules, regulations, or laws. Work shall not resume until City is satisfied that any unsafe work practices have been remedied and appropriate steps have been taken to ensure that any applicable rules, regulations or laws are being complied with.
- D. Restoration of Property. Upon completion of any work within the City, Provider shall promptly restore any impacted property to as good a condition as existed prior to beginning work to the complete satisfaction of the City. To the extent that Provider has not restored the property to the pre-existing condition and City provides Provider with 30 days advance notice of such failure, then City may cause such work to be completed and Provider will reimburse City its actual reasonable documented costs for completion of restoration.
- E. Completion Documentation. Upon completion of any work, Provider shall notify City of completion and provide documentation regarding the location of its Facilities via as-built drawings.

### **Section 3. Removal, Relocation, or Adjustment of Facilities**

Provider shall remove, relocate, or adjust its Facilities promptly upon request by the City when the City makes such request for the benefit of a public project or other public purpose. Nothing in this section shall prevent Provider from seeking reimbursement for relocation expenses arising from a third party project.

### **Section 4. Indemnification and Assumption of Risk**

- A. Indemnification. To the fullest extent permitted by law, Provider shall indemnify and hold harmless the City and its officials, officers, agents, and employees, as indemnitees, from and against all third-party claims, damages, losses, and expenses including but not limited to reasonable attorney's fees, arising out of or resulting from Provider's performance under this Agreement that results in any third-party claims, damages, losses and expenses including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, that is caused in whole or in part by Provider or anyone directly or indirectly employed by Provider or anyone for whose acts any of them may be liable. This section will not require Provider to

indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City. The City does not waive its governmental immunity by granting this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. The provisions of this Section survive any termination of this Agreement.

- B. Assumption of Risk. Provider assumes the risk of damage to its Facilities located in the right of way from activities conducted by third parties or the City, its officials, officers, employees, servants, agents or representatives. Except as otherwise provided in this Agreement, Provider releases and waives any and all claims against the City, its officials, officers, employees, servants, agents, and representatives for damage to or destruction of Provider's Facilities except to the extent any such damage or destruction is caused by or arises from the gross negligence or intentional acts of the City, its officials or employees.

## **Section 5. Insurance**

Provider shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies. The City, its officials, officers, employees, servants, agents and representatives shall be listed as additional insureds and the policies shall be made primary and non-contributory. The Worker's Compensation Policy shall contain a waiver of subrogation in favor of the City.

- A. Comprehensive General Liability ("CGL") Insurance, written on a per occurrence basis, with limits not less than:
  - a. \$1,000,000 for bodily injury or death to each person;
  - b. \$2,000,000 for property damage resulting from any one accident; and
  - c. \$1,000,000 for all other types of liability.
- B. Automobile liability for owned, non-owned, and hired vehicles with a limit of \$1,000,000 per claim.
- C. Provider shall obtain and maintain umbrella insurance in the amount of \$10,000,000 to augment the above insurance coverage if the General Aggregate limit for CGL does not exceed \$12,000,000 and the Automobile liability is not \$10,000,000.
- D. The liability insurance policies required by this Section shall be maintained by Provider throughout the Term of this Agreement. Provider shall be responsible for any deductible or self-insured retentions.

## **Section 6. Vacation of Right of Way**

The City reserves the right to vacate any right of way which is subject to rights, privileges, and authority granted by this Agreement. If Provider has facilities in such right of way, the City shall reserve a right of use for Provider.

## **Section 7. Notices**

- A. Regular Notice. Any regular notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

City:

City of Friend, NE  
Attn: City Clerk  
235 Maple Street  
Friend, NE 68359

Provider:

Unite Private Networks, LLC  
120 W 12<sup>th</sup> Street, 11<sup>th</sup> Floor  
Kansas City, MO 64105  
Attn: Legal

- B. Emergency Contact. Provider shall provide a phone number staffed 24 hours a day, 7 days a week, 365 days a year to respond to emergencies. After being notified of an emergency Provider shall cooperate with the City and make best efforts to immediately respond to minimize damage, protect the health and safety of the public, and repair Facilities to restore them to proper working order.

Provider's Emergency Contact:  
Phone: 866-963-4237  
Email: NOC@segrafiber.com

### **Section 8. Damage to Facilities**

Unless directly and proximately caused by the gross negligence or intentional acts of the City, the City shall not be liable for any damage to or loss of any Facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over across, or within a right of way done by or on behalf of the City.

### **Section 9. Compensation**

In accordance with Nebraska Revised Statutes Section 86-704 et seq., the City charges a telecommunications occupancy tax of 4% of gross revenues meeting the definitions of the statute. The fee shall be payable annually in arrears on or before March 15 of each year.

### **Section 10. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Nebraska, unless preempted by Federal law. Any action relating to this Agreement must be brought in the District Court for the County of Saline, Nebraska, or in the case of a federal action, the United States District Court in Lincoln, Nebraska, unless an administrative agency has primary jurisdiction.

### **Section 11. Severability**

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining portions of this Agreement shall be valid without regard to the invalid portion.

**Section 12. Compliance with Law**

Provider shall at all times comply with all applicable laws and regulations relating to its performance of its obligations under this Agreement.

**Section 13. Entire Agreement**

This Agreement constitutes the entire understanding and agreement between the City and the Provider with respect to the subject matter and supersedes all prior oral and written negotiations between the parties.

**Section 14. Assignment**

This Agreement shall not be assigned without the express written consent of the City, except that no consent shall be required if the Agreement is transferred to an entity which is controlled by, controlling, or under common control with Provider, in which case Provider shall provide notices of such assignment.

**Section 15. Amendment**

This parties to this Agreement may only alter, amend, or modify the terms and conditions of this Agreement upon written agreement of the parties.

The City and Provider do hereby execute this Agreement as of the date first written above.

FOR THE CITY OF FRIEND, NEBRASKA  
DBA SEGRA FIBER  
"City"

FOR UNITE PRIVATE NETWORKS, LLC  
"Provider"

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jewels Knoke, Mayor

Counsel

Charlene White, VP & Asst. General

Real Estate, Mergers & Acquisitions

## October 2025 Treasurer's Report

1. **General:** The treasurer's report only shows the checking account balance. It does not show the certificates of deposit that were part of the transfer from the light department totaling \$163,469.38. In addition, there is \$855,880.47 in the general ICS account and another \$23,098.75 in the money market account that is not reflected on the treasurer's report. The grand total of all funds in the general fund as of 11/18/25 is **\$196,343.75**.
  - a. **Recommendation #1:** Cash in CD's as they mature.
    - i. # 101614 matures 12/5/25 \$9,104.59.
    - ii. # 102310 matures 12/9/25 \$20,635.37.
    - iii. # 104000 matures 12/4/25 \$2,783.18.
    - iv. # 110110247 matures 1/23/26 \$55,939.68.
    - v. # 0652 matures after the first of the year (just renewed) \$16,501.35.
    - vi. # 1945 matures after the first of the year (just renewed) \$27,272.44.
    - vii. # 1941 matures after the first of the year (just renewed) \$31,232.77.
  - b. **Recommendation #2:** Move funds out of the ICS Account and into the general checking account.

The above actions are needed because the City needs to have money in the general checking account for the general fund because most of the revenues used to support it have not been received yet. Much of the funding to support the general fund are property taxes, most of which are not received until May and September, and the Norris payments, which are paid quarterly in December, March, June and September.

2. **Community Center:**
  - a. The community center had a negative cash balance of \$56,430.36 on 9/30/25. \$57,541.48 was transferred in per the budget which brought the beginning (10/1/25) cash balance to \$1,111.12.
  - b. The insurance was paid in October which was a large expense (\$2,302.22) and the county treasurer receipts and other income were only \$603.87 so at the end of October it has a negative cash balance. Once additional tax receipts come in, the fund should be back in balance, but this may take several months since most of the county treasurer receipts do not come until May and September due to when property taxes are due.
3. **Park/Pool:** Once the City receives reimbursement from FEMA for the Axline bill from the storm (\$33,800), the negative will be corrected. This may take some time.

There is \$127,171.44 in the pool bond account so overall, as of 11/18/25 the grand total is \$94,238.03.

4. **Light:** Two posting errors were made when posting claims (Windstream and Johanthan and Jacob Clouse). They were posted to light rather than sewer. The correction has been made and now the fund has \$0 as it should since the resolution passed earlier this year closed the fund.
  
5. **# 680 District Improvement Bond:**
  - a. The transfer in totaling \$168,728.13 has been made. The funds are in three different CD's. The balance of these CD's is not reflected on the treasurer's report because the report only shows the checking account. As of November 18, 2025, the fund had a total cash balance of **\$106,828.79**.
  
  - b. The bond principal and interest payments are budgeted to be paid out of property taxes; however, most of these tax revenues will not be received until May and September. The first payment of \$104,598.75 is due 12/1/25.
  
  - c. **Recommendation:** When Certificates of Deposits #108335 and #108334 mature in December, 2025, cash in to cover a portion of the deficit in the checking account and to help cover the bond principal and interest payment. The remaining CD (#110227) does not mature until May but should also be cashed in to clear out the remaining checking deficit in both this fund and in fund 650 (street bond).
    - i. When property tax receipts are received in May and September, any excess funds can then be put into a new CD but should be a short term to allow for these funds to be available in December 2026 for the next principal and interest payment.
  
6. **#650 Street Bond:**
  - a. The internal loan of \$36,581 from the street department has not been paid back to the street bond as of October 31<sup>st</sup>. I researched this loan earlier this year, and according to an audit report from about 10 years ago, it stated the loan would be paid back when funds were available. Obviously, this was not followed up on and was not done. Repayment of this internal loan is on your December agenda to be paid.
  
  - b. The CD should be cashed in and is the same CD as in #5 above.
  
  - c. Once the above are completed, the checking will have a \$0 balance.

7. **#660 Highway Allocation Bond:** The remaining transfer has been made and this no longer has a deficit.

**8. Insurance:**

- a. An error was made when posting the BCBS and Principal claims. They came out of the insurance fund instead of each fund the employees work in. The error has been fixed.
  - b. There were additional transfers that needed to be made that have now been made in November so this now has a zero balance.
  - c. I will need to follow up with the auditors on the corrections made to make sure the entries are correct.
- 
- 

**1. Recommendations:**

- a. The **Street Department** has \$484,165.40 in the checking account as of 11/18/25. Unless you plan to do some major street work which would use some of these funds, I would recommend you move \$200,000 to a CD to earn more interest. Your checking account earns around 1.40% interest and a CD earns around 4%. In a year's time this would earn about \$5,200 in additional interest.
  - b. The **Water Department** has \$818,268.76 in the checking account as of 11/18/25. The total budgeted expenses for the year are \$268,666.98. I would recommend moving \$525,000 to a CD. This will earn approximately \$13,650 in additional interest.
  - c. **Pool Bond:** There is \$268,057.54 in the checking account as of 11/18/25. There is an interest payment of \$21,783.75 due 1/15/26 and a principal and interest payment of \$136,783.75 due 7/15/26. The average monthly sales tax receipts are about \$5,300. I would recommend moving \$150,000 to earn more interest. Over a year's time this will earn the City approximately \$3,900 in additional interest.
  - d. **Fire Sinking:** I mentioned to Stan and Brent they may want to move these funds to a CD as it sounds like it is a year or two out before they may be using these funds.
- 
- 

Doing all of the above will still leave a significant amount of money in the checking account. It will help with cash flows in departments that have too much in certificates of deposit and will move money into certificates of deposit where there is too much money sitting in the checking account. Once the City gets a few more months into the fiscal year, there may be additional

opportunities to move funds to certificates of deposit. This should be monitored and the budget used as a guide to determine where there are excess funds in the checking account.

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**Treasurer's Report:**

Would you like a treasurer's report that provides additional information? State Statute requires the treasurer's report to show "the state of the treasury at the date of such account and the balance of money in the treasury." By only providing a treasurer's report showing the checking account, the report does not, in my opinion, meet the requirement of the statute.

# Balance Sheet

City of Friend

General

## FIXED ASSETS & ASSETS

Asset

100-1000.0	Cash Balance	(846,279.85)	
100-1010.0	Cash-County Treasurer	0.00	
100-1050.0	Cash on Hand	175.00	
100-1100.0	Community Foundation	0.00	
100-1200.0	Money Market	0.00	
100-1201.0	General All Purpose MM #5115	23,098.75	←
100-1400.0	General ISC Acct #226	855,880.47	←
100-1500.0	Investments	0.00	
100-1500.1	Police Investment	0.00	
100-1560.0	LIGHT CD #0652	16,501.35	} \$143,469.38
100-1561.0	LIGHT CD #1614	9,104.59	
100-1562.0	LIGHT CD #1945	27,272.44	
100-1563.0	LIGHT CD #2310	20,635.37	
100-1564.0	LIGHT CD #4000	2,783.18	
100-1565.0	LIGHT CD #0247	55,939.68	
100-1566.0	LIGHT CD #1491	31,232.77	
	Total Asset		196,343.75

**Total Fixed Assets & Assets**

\$196,343.75

## LIABILITIES & EQUITY

Liability

100-2000.0	Accounts Payable	(25,700.48)	
100-2400.1	Note Payable to CDBG	0.00	
	Total Liability		(25,700.48)

Equity

100-3000.0	Equity	(72,554.68)	
	Net Income	294,598.91	
	Total Equity		222,044.23

**Total Liabilities & Equity**

\$196,343.75

Balance Sheet  
City of Friend

Pool

**FIXED ASSETS & ASSETS**

Asset

420-1000.0	Cash Balance	(32,933.41)
420-1001.0	Pool Bond #5229	127,171.44
420-1010.0	Cash-County Treasurer	0.00
420-1500.0	Investments	0.00

Total Asset 94,238.03

**Total Fixed Assets & Assets** \$94,238.03

**LIABILITIES & EQUITY**

Liability

420-2000.0	Accounts Payable	<u>1,229.59</u>
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Total Liability 1,229.59

Equity

420-3000.0	Equity	139,947.48
	Net Income	<u>(46,939.04)</u>

Total Equity 93,008.44

**Total Liabilities & Equity** \$94,238.03

# Balance Sheet

City of Friend

District Impr Bonds

## FIXED ASSETS & ASSETS

Asset

680-1000.0	Cash Balance	(63,203.16)	
680-1010.0	Cash-County Treasurer	0.00	
680-1500.0	Investments	0.00	
680-1554.0	Street Impr. Bond CD #8334	56,854.25	} \$170,031.95
680-1555.0	Street Impr. Bond CD #8335	56,844.04	
680-1556.0	Street Impr. Bond CD #0227	56,333.66	
	Total Asset		106,828.79

### Total Fixed Assets & Assets

\$106,828.79

## LIABILITIES & EQUITY

Liability

680-2000.0	Accounts Payable	<u>0.00</u>	
	Total Liability		0.00

Equity

680-3000.0	Equity	(63,564.10)	
	Net Income	<u>170,392.89</u>	
	Total Equity		106,828.79

### Total Liabilities & Equity

\$106,828.79

# Balance Sheet

City of Friend

Street Bond

## FIXED ASSETS & ASSETS

### Asset

650-1000.0	Cash Balance	(46,568.76)	
650-1010.0	Cash-County Treasurer	0.00	
650-1020.0	Special Assessment-Receivable	0.00	
650-1500.0	Investments	0.00	
650-1554.0	Street Impr. Bond CD #8334	0.00	
650-1555.0	Street Impr. Bond CD #8335	0.00	
650-1556.0	Street Impro. Bond CD #0227	9,987.76	
650-1700.1	Loan Recivables (City)	36,581.00	
	Total Asset		0.00

**Total Fixed Assets & Assets** 0.00

## LIABILITIES & EQUITY

### Liability

650-2000.0	Accounts Payable	0.00	
650-2010.0	Deferred Rev-Special Assess	0.00	
	Total Liability		0.00

### Equity

650-3000.0	Equity	163,352.88	
	Net Income	(163,352.88)	
	Total Equity		0.00

**Total Liabilities & Equity** \$0.00

# Balance Sheet

City of Friend

Street

## FIXED ASSETS & ASSETS

### Asset

210-1000.0	Cash Balance	484,165.40	
210-1010.0	Cash-County Treasurer	0.00	
210-1500.0	Investments	0.00	
210-1552.0	STREET CD #1946	10,908.91	
210-1553.0	STREET CD #5187	2,743.08	
	Total Asset		497,817.39

### Total Fixed Assets & Assets

\$497,817.39

## LIABILITIES & EQUITY

### Liability

210-2000.0	Accounts Payable	7,810.96	
210-2400.0	Note Payable	36,581.00	
210-2400.1	Note Payable to CDBG	0.00	
	Total Liability		44,391.96

### Equity

210-3000.0	Equity	399,717.03	
	Net Income	53,708.40	
	Total Equity		453,425.43

### Total Liabilities & Equity

\$497,817.39

Balance Sheet  
 City of Friend

Water

**FIXED ASSETS & ASSETS**

Asset

240-1000.0	Cash Balance	818,268.76	
240-1030.0	Unbilled Revenue	4,762.64	
240-1060.0	Cash-Customer Deposits Account	17,721.43	
240-1060.1	Customer Deposit Acct Adjust	0.00	
240-1070.0	Construction in Process	0.00	
240-1500.0	Investments	0.00	
240-1570.0	WATER BOND CD #3998	11,094.67	
240-1600.0	Accounts Receivable	36,641.19	
240-1610.0	Allowance for Doubtful Account	(14,891.91)	
240-1700.0	Loans Receivable	0.00	
240-1750.0	Inventory	55,292.83	
240-1800.0	Property, Plant & Equipment	213,979.25	
240-1850.0	Accumulated Depreciation	(1,633,751.28)	
240-1900.0	Distribution Systems	1,532,911.00	
240-1910.0	Land	10,225.00	
	Total Asset		1,052,253.58

**Total Fixed Assets & Assets**

\$1,052,253.58

**LIABILITIES & EQUITY**

Liability

240-2000.0	Accounts Payable	9,574.00	
240-2100.0	Accrued Expenses	0.00	
240-2200.0	Customer Deposits	47,586.21	
240-2300.0	Accrued Vacation	361.92	
240-2400.0	Note Payable	59,670.26	
240-2500.0	Accts.Pay.-Loan	0.00	
240-2600.0	Accrued Interest Payable	0.00	
240-2800.0	Accrued Salary	412.40	
	Total Liability		117,604.79

Equity

240-3000.0	Equity	969,890.33	
	Net Income	(35,402.30)	
	Total Equity		934,488.03

**Total Liabilities & Equity**

\$1,052,092.82

# Balance Sheet

City of Friend

Swimming Pool Bond

## FIXED ASSETS & ASSETS

### Asset

430-1000.0	Cash Balance	268,057.54	
430-1010.0	Cash-County Treasurer	0.00	
430-1200.0	Money Market	0.00	
	Total Asset		268,057.54

### Total Fixed Assets & Assets

\$268,057.54

## LIABILITIES & EQUITY

### Liability

430-2000.0	Accounts Payable	0.00	
	Total Liability		0.00

### Equity

430-3000.0	Equity	262,267.10	
	Net Income	5,790.44	
	Total Equity		268,057.54

### Total Liabilities & Equity

\$268,057.54



TCM Bank

Business Officer Resolution Form

Note: The person signing this form, cannot self-elect to be Authorized business officer, and TCM Bank reserves the rights of asking additional information to support the update or designation of new business officers.

I, \_\_\_\_\_, hereby certify that I am a qualified Officer, of City of Friend (Business Name), with Tax id 47-6006194; that the following resolution was duly adopted on \_\_\_\_\_ (date); and that the following is a true and correct authorized resolution as it appear in the organization's minutes book.

RESOLVED, that any of the following officers of this organization are empowered to authorize TCM Bank, N.A. to make any type of changes to this business account.

	Print Name	Signature	Title or Position
1	<u>Heather L Varney</u>	<u>[Signature]</u>	<u>Copy Clerk</u>
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____

Authorized by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



# AGREEMENT RENEWAL

Maintenance Agreement No. 69  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Friend  
Municipal Extensions in Friend

We hereby agree that Maintenance Agreement No. 69 described above be renewed for the period January 1, 2026 to December 31, 2026.

All terms and attachments to remain in effect as per the original agreement with revised rates per Attachment B attached hereto

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 202 .

ATTEST: City of \_\_\_\_\_ Friend \_\_\_\_\_

\_\_\_\_\_  
*City Clerk/Witness*

\_\_\_\_\_  
*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 202 .

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Transportation*

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
*(Streets Designated Part of the State Highway System excluding Freeways)*

Maintenance Responsibility  
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities	2 <sup>nd</sup> Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility  
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities > 40,000	1 <sup>st</sup> Class Cities < 40,000	2 <sup>nd</sup> Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Friend

Date: 11/14/25

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 2.54 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$$2.54 \text{ lane miles} \times \$2,030.00 \text{ per lane mile} = \$5,156.20.$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$1430.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$2.54 \text{ lane miles} \times \$1,430.00 \text{ per lane mile} = \$3,632.20$$

Other (*Explain*)



# CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 69 QE 2123 Supp 3  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Friend  
Municipal Extensions in Friend

We hereby certify that all roadway snow removal and surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Brandon Varilek, Department of Transportation, Lincoln, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, 202 .

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

\_\_\_\_\_  
*Mayor/Designee*

I hereby certify that all roadway snow removal and surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Transportation*

### For Office Use Only

Agreement No.: \_\_\_\_\_  
Pay/Bill Code: \_\_\_\_\_  
Contractor No.: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: Friend

Date: 11/18/2024

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 2.54 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$2.54 \text{ lane miles} \times \$2,030.00 \text{ per lane mile} = \$5,156.20.$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$2.54 \text{ lane miles} \times \$1,430.00 \text{ per lane mile} = \$3,632.20$

Other (*Explain*)

