

Friend Special Meeting
Tuesday, June 23, 2026 6:30 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

NEW BUSINESS

Discussion/ Action Item: Appoint Shawn Gray as Code Enforcement Officer

Discussion/ Action: Pre-Approve the hiring of Cassandra Pohl effective June 30, 2026.

Approve/Action Item: Approve payment to Friend Historical Society by disbursing the CDBG Grant Funds

DEPARTMENT REPORTS

Friend Community Healthcare Systems

Building Inspector Report

Fire Department Report

Rescue Squad Report

Police Report

Pool Report

Public Works Report

Clerks Report

Library 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

NEBRASKA OPEN MEETINGS ACT

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 instate 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 instate 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

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.**

MINUTE RECORD

FRIEND CITY COUNCIL MINUTES-REGULAR MEETING May 5, 2026

Mayor Judith Knoke called the regular meeting of the City Council to order at 7:00 p.m. at the City Hall. Advanced notice of the meeting was given by publication in The Sentinel, the appointed method for giving advanced notice. All proceedings shown were taken while the meeting was open to the attendance of the public.

Mayor Knoke presided, and Deputy City Clerk Heather L. Varney recorded the proceedings. The following Councilmembers were present: Kristen Milton, Phyllis Schwab, and Jeremy Collier. David Sladek absent. A quorum being present, the meeting was duly convened. The following proceedings were had and done.

Mayor Knoke led the meeting in reciting the Pledge of Allegiance.

As required by the Nebraska Open Meetings Act, Mayor Knoke announced that a copy of the Nebraska Open Meetings Act has been posted on the south door of the City Hall meeting room for all in attendance to review.

Motion by Collier, seconded by Schwab to approve the minutes from April 7, 2026, Regular Council meeting. On roll call voting aye Milton, Schwab, and Collier. Sladek absent. Nays none.

Motion by Collier, seconded by Schwab April Treasurer report. On roll call voting aye Collier, Schwab, and Milton. Sladek absent. Nays none.

Motion by Schwab, seconded by Collier to approve April claims and payroll. On roll call voting aye Schwab, Collier, and Milton. Sladek absent. Nays none.

Motion by Milton, seconded by Collier to approve March Hospital financials. On roll call voting aye Milton, Collier, and Schwab. Sladek absent. Nays none.

The claims approved were as follows: April Payroll, 20280.21; Ameritas, 1607.80; EFTPS, 2874.47; NE Dept of Rev SWH, 729.24; AMGL, se 8725.00; Architectural Design Associates, se 4772.00; BNSF Railway Company, fe 1354.58; Bethany Theis, re 50.00; Black Hills Energy, fe 613.36; Blue Cross Blue Shield of Nebraska, fe 4608.24; Bruning Law Group, fe 1557.50; Cengage Group, su 102.00; Center Point Large Print, su 98.28; Jacob & Johnathan Clouse, fe 850.00; Colonial Research Chemical Corporation, su 324.38; Community Redevelopment Authority, re 4608.85; Country Compost LLC, se 2000.00; Culligan Water Service, se 157.80; Cutting Edge Landscapes LLC, se 2337.99; EMS Connect, fe 110.00; Eakes Office Solutions, su 630.81; Guardian Life, fe 269.53; MMC Consulting, se 7347.15; Mastiff Systems, se 823.75; Metal Tech Partners, se 675.00; Milford Plumbing Inc, se 259.40; NE Dept. of Revenue ST, fe 1303.17; NE Public Health Environmental Lab, se 46.00; Norris Public Power District, fe 7113.00; Diane Odoski, re 147.90; One Billing Solutions, LLC, se 247.56; One Call Concepts, Inc., se 18.82; Postmaster, se 288.53; Principal Mutual Life Ins. Co., se 114.75; Qwik 6, su 727.05; Saline County Clerk, fe 159.00; Schindler Elevator Corporation, se 214.85; Southeast Nebraska Development District, se 525.00; US Cellular, se 354.46; Visa 1866.18; Vyhnalek

MINUTE RECORD

Insurance Agency, fe 16569.00; Waste Connections, se 6691.51; Windstream, se 1673.33. Total Claims Approved: \$107207.64

Mayor shared congratulations to 2026 graduating seniors of EMF Public Schools.

Public comments: Announce Independence celebrations July 2nd-5th, City Garage Sales June 5th & 6th, and City Clean-up June 13th: more info on each to come. Concerns raised about Comprehensive Plan and Zoning Regulations.

Motion by Collier, seconded by Schwab to move Police report to this point in meeting. On roll call voting aye Collier, Milton, and Schwab. Sladek absent. Nays none.

Deputy Smejdir from Saline County Sheriff's Department gave Police report at this time. No action taken.

Motion by Schwab, seconded by Collier to move Fire report up to this point in meeting. On roll call voting aye Schwab, Milton, and Collier. Sladek absent. Nays none.

Fire chief Brent Milton gave fire report with Anthony from Hampton Construction. Will be having a meeting to discuss concrete at new Public Safety Building. No action taken.

Discussion about Resolution 26-01: Ambulance Building Transfer Agreement. No action at this time.

Discussion of Resolution 26-02: updating City Credit Cards- authorized business officers. Motion by Collier, seconded by Schwab to approve changes to account. On roll call voting aye Milton, Schwab, and Collier. Sladek absent. Nays none.

Representative from Kinetic for Fiber internet not present. No action.

Mary Jo Weber gave update on condition of property at 503 Cherry St. Follow up June meeting. No action.

Discussion about update on property at State and 6th St. Will be discussed at Health Board Meeting May 18th at 3:00pm. No action at this time.

Discussion about Employee health insurance rate increase and plan options. Motion by Milton, seconded by Schwab to discuss at June meeting. On roll call voting aye Collier, Schwab, and Milton. Sladek absent. Nays none.

Dustin Payne presented his mowing bid for ballfield. No action taken.

Motion by Milton, seconded by Collier to approve Mayor Knoke as authorized signer on behalf of the City of Friend for Beneficiary Claim form. On roll call voting aye Schwab, Milton, and Collier. Sladek absent. Nays none.

MINUTE RECORD

Discussion about employment application from Hunter Svehla for Public Works summer groundskeeping help. Motion by Collier, seconded by Schwab to approve hire at a rate of \$15/hour. On roll call voting aye Milton, Collier, and Schwab. Sladek absent. Nays none.

Discussion of Lifeguard applications and wages. Motion by Collier, seconded by Schwab to approve hire of lifeguards as recommended by Pool Manager Heather Black at rates agreed upon last year. On roll call voting aye Collier, Milton, and Schwab. Sladek absent. Nays none.

Discussion on fees for pool parties. Price for pool parties for customers who hold pool pass set at \$125/hour. No vote.

Discussion about hiring Nathan Hanneman to help with filling and maintaining swimming pool. Motion by Collier, seconded by Schwab to approve hire at rate of \$25/hour for season. On roll call voting aye Collier, Schwab, and Knoke. Milton abstain. Sladek absent. Nays none.

Discussion on hiring seasonal help for grounds keeping at cemetery. Plan to have Hunter Svehla help as needed. No action taken.

No Library report.

Jared Chaffin gave Hospital report. No action taken.

Mark Stutzman gave Building Inspector report. No action taken.

Ray Rohrig gave Rescue report. No action taken.

Pool report given by Kristen Milton and Heather Black. No action taken.

Trent Roesler, Public Works Supervisor, gave Public Works report. No action taken

Clerk report given by Heather Varney and Amie Underwood. No action taken.

Motion by Schwab, seconded by Collier to enter Executive Session to discuss employee pay. On roll call voting aye Milton, Schwab, and Collier. Sladek absent. Nays none. Entered Executive Session at 9:13pm. Trent Roesler invited to join executive session at 9:20pm.

Motion by Collier, seconded by Schwab to exit Executive Session. On roll call voting aye Milton, Collier, and Schwab. Sladek absent. Nays none. Exited Executive Session at 9:44pm.

No further business to come before the City Council, motion by Schwab, seconded by Milton to adjourn. On roll call voting aye Milton, Collier and Schwab. Sladek absent. Nays none. Meeting adjourned at 9:45 p.m.

Judith K. Knoke, Mayor

MINUTE RECORD

ATTEST

Heather L. Varney, Deputy City Clerk

I, the undersigned, City Clerk of the City of Friend, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Council on January 6, 2026; 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 Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted and were in written form and available for public inspection within ten working days; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Deputy City Clerk

NOTICE OF MEETING CITY OF FRIEND, NEBRASKA

Notice is hereby given that the City Council of the City of Friend, Nebraska will meet at 7:00 p.m. on **Tuesday, June 2, 2026**, at the City Hall, which meeting will be open to the public. Agenda for said meeting is kept current and is available in the City Clerk's office during regular business hours. Request to be on the agenda must be in the City Clerk's office 24 hours prior to the start of the meeting.

Heather L. Varney, Deputy City Clerk

Treasurers Report May 2026

City of Friend

Account	Fund Name	Beginning Balance	Receipts	Disbursements	Net Change	Ending Balance
100-1000.0	General	(\$726,023.10)	\$124,872.39	\$28,422.73	\$96,449.66	(629,573.44)
105-1000.0	Police	\$111,372.84	\$75,499.79	\$1,019.02	\$74,480.77	185,853.61
105-1000.2	Police Johnson Est	\$25,849.79	\$60,071.30	\$0.00	\$60,071.30	85,921.09
113-1000.0	Community Center	(\$1,895.97)	\$1,818.29	\$300.79	\$1,517.50	(378.47)
210-1000.0	Street	\$318,621.36	\$16,235.68	\$13,898.58	\$2,337.10	320,958.46
220-1000.0	Waste Management	\$9,524.18	\$7,697.94	\$6,878.78	\$819.16	10,343.34
420-1000.0	Park/Pool	\$31,409.61	\$16,660.54	\$9,823.92	\$6,836.62	38,246.23
440-1000.0	Library	\$24,068.21	\$12,954.15	\$3,545.24	\$9,408.91	33,477.12
	Total	(207,073.08)	315,810.08	63,889.06	251,921.02	44,847.94

310-1000.0	Fire Maintenance	\$223,199.34	\$12,730.03	\$17,042.57	(\$4,312.54)	218,886.80
310-1000.1	Fire Bond	(\$26,816.97)	\$24,057.21	\$0.00	\$24,057.21	(2,759.76)
315-1000.0	Fire Equipment	\$28,920.85	\$3,775.00	\$18.45	\$3,756.55	32,677.40
370-1000.0	Ambulance	\$64,448.59	\$4,000.00	\$5,142.29	(\$1,142.29)	63,306.30
	Total	\$289,751.81	\$44,562.24	\$22,203.31	\$22,358.93	312,110.74

340-1000.0	Cemetery Oper	\$47,087.69	\$9,961.43	\$3,847.10	\$6,114.33	53,202.02
350-1000.0	Cemetery PC	\$5,095.57	\$200.00	\$0.00	\$200.00	5,295.57
	Total	\$52,183.26	\$10,161.43	\$3,847.10	\$6,314.33	58,497.59

112-1000.0	Sales Tax	(\$987.38)	\$1,303.17	\$1,303.17	\$0.00	(987.38)
240-1000.0	Water	\$841,352.60	\$27,600.17	\$14,031.95	\$13,568.22	854,920.82
250-1000.0	Light	\$22,737.71	\$957.99	\$154.04	\$803.95	23,541.66
260-1000.0	Sewer	\$47,095.63	\$16,545.89	\$13,739.81	\$2,806.08	49,901.71
	Total	910,198.56	46,407.22	29,228.97	17,178.25	927,376.81

430-1000.0	Pool Bond	\$286,664.47	\$2,441.00	\$0.00	\$2,441.00	289,105.47
650-1000.0	Street Bond	(\$9,987.76)	\$0.00	\$0.00	\$0.00	(9,987.76)
660-1000.0	Hwy Allocation Bond	(\$214.23)	\$4,549.43	\$0.00	\$4,549.43	4,335.20
670-1000.0	Dist/St Imp Bond	\$0.00	\$0.00	\$0.00	\$0.00	0.00
680-1000.0	Improvement Bond	(\$143,387.92)	\$160,113.53	\$0.00	\$160,113.53	16,725.61
850-1000.0	Wastewater Bond	\$0.00	\$0.00	0.00	\$0.00	0.00
	Total	133,074.56	167,103.96	0.00	167,103.96	300,178.52

500-1000.0	Social Security	\$0.00	\$0.00	\$0.00	\$0.00	0.00
510-1000.0	NE State Tax	\$0.00	\$0.00	\$0.00	\$0.00	0.00
520-1000.0	Fed Withholding	\$0.00	\$0.00	\$0.00	\$0.00	0.00
530-1000.0	Garnishment	\$0.00	\$0.00	\$0.00	\$0.00	0.00
540-1000.0	Insurance	\$0.00	\$0.00	\$0.00	\$0.00	0.00
	Total	0.00	0.00	\$0.00	0.00	0.00

750-1000.0	CDBG	(\$50,869.67)	\$48,944.67	\$525.00	\$48,419.67	(2,450.00)
760-1000.0	TIF	(\$875.30)	\$9,036.05	\$574.70	\$8,461.35	7,586.05
770-1000.0	Johnson Trust	\$7,226.99	\$0.00	\$0.00	\$0.00	7,226.99
800-1000.0	Retirement	\$0.00	\$0.00	\$0.00	\$0.00	0.00
900-1000.4	Fire Johnson Est	\$0.00	\$8,711.74	\$0.00	\$8,711.74	8,711.74
900-1000.0	Fire Trunk Sinking	\$137,770.59	\$5,165.79	\$0.00	\$5,165.79	142,936.38
	Total	93,252.61	71,858.25	1,099.70	70,758.55	164,011.16

Total Without Fire & Rescue	981,635.91	611,340.94	98,064.83	513,276.11	1,494,912.02
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Grand Total	\$1,271,387.72	\$655,903.18	\$120,268.14	\$535,635.04	\$1,807,022.76
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Cash Balance Investments Acct# 705115	
Bank Balance as of 5/31/2026	\$23,214.43

I hereby certify that this report is true & correct to the best of my knowledge.

G/L		INVESTMENTS/CD'S 6/1/26	
100-1400.0	General ISC Acct #226		\$1,062,270.17
100-1566.0	Light Fund 7 (1491)		\$31,411.14
Total General Investements			\$1,093,681.31

310-1450.0	Fire ISC Acct #277		\$1,155.97
310-1550.0	Fire Building MM #5277		\$2,445.75
Total Fire Building			\$3,601.72

370-1582.0	Friend Rescue 0112		\$19,919.52
370-1583.0	Friend Rescue 1595		\$11,204.47
370-1584.0	Friend Rescue 1597		\$11,204.47
370-1585.0	Friend Rescue 1599		\$11,204.47
Total Rescue			\$53,532.93

720-1080.0	Keno Reserve Savings #4387		\$9,293.65
720-1080.0	Keno-Comm Betterment Sav #4375		\$21,254.52
Total Keno			\$30,548.17

210-1553.0	Street fund 2 (5187)		\$2,827.60
	Street (9895)		\$212,982.47
Total Street			\$2,827.60

420-1001.0	Swimming Pool Bond MM #5229		\$128,469.97
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240-1570.0	Water Bond #3998		\$11,348.60
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440-1200.0	Gilbert Library MM #5103		\$34,002.05
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340/350-1590.0	Andrew Cemetery 1050		\$15,000.00
340-1591.0	Cemetery Fund 0321		\$10,000.00
340-1592.0	Cemetery Fund 2037		\$10,000.00
350-1593.0	Andrews Cemetery PC 0979		\$5,301.35
350-1594.0	Andrews Cemetery PC 0980		\$25,507.29
350-1595.0	Andrews Cemetery PC 0981		\$63,841.51
340-1596.0	Andrew Cemetery 1965		\$27,126.48
Total Andrews Cem/ PC			\$156,776.63

Total CD, MM, & ICS **\$1,514,788.98**

Customer Deposit #1242	\$74,414.47
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Grand Total All Funds (checking, CD's, MM's, ICS) **\$3,324,218.44**

Check Approval List

6/2/2026 12:38:05 PM

City of Friend

Page 1 of 2

Pay#	Vend#	Vendor Name	Invoice	Description	Due Date	Amount
32145	000001	Aqua-Chem Inc.	00211120	Pool - Chemical	6/2/2026	2,402.20
32146		BOK FINANCIAL	FriendGoSp	City of Friend Swimming Pool Bond	6/2/2026	136,983.75
32141		BOK FINANCIAL	friend	Fire Building Bond Interest	6/2/2026	31,706.25
32133	139	Barco Municipal Products	IN0001988	Streets - Signs Elementary School -	6/2/2026	257.07
32163	000003	Beaver Hardware	374326	Parks Chemical for Binzebo Park	6/2/2026	87.98
32168		Bill Bruntz Bruntz Farms	125514647	Cemetery Steel U Channel Post for f	6/2/2026	1,044.99
32171	000004	Black Hills Energy	05222026	Natural Gas #7843652904 4/23/26-f	6/2/2026	633.67
32183	000005	Blue Cross Blue Shield of Nebr	5461152	Health Insurance June 2026	6/2/2026	16,896.90
32132	41	Brother's Equipment	0276859-IN	Streets - Equip - sprayer/boom/nozzl	6/2/2026	509.97
32131		Bruning Law Group	9854	General - Attorney Legal fees June '2	6/2/2026	4,691.50
32178		Cengage Group	06012026	Library 4 lg Print hardback fiction adt	6/2/2026	102.00
32177	000016	Center Point Large Print	2244983	Library 4 Lg print Hardback fiction ac	6/2/2026	98.28
32127	000006	Jacob & Johnathan Clouse	060226	Building Rent JUNE '26	6/2/2026	850.00
32189	000007	Community Redevelopment Authority	06012026	May 26 CRA EEA Occupation Tax	6/2/2026	1,531.86
32161	000007	Community Redevelopment Authority	06022026	TIF CRA REDEVELOPMENT	6/2/2026	7,586.05
32048		Country Compost LLC	06022026	Dump lease June '26	6/2/2026	2,000.00
32162		Crete Ace Hardware	73172	Parks Weedeater parts and supplies	6/2/2026	178.97
32144	000008	Culligan Water Service	05012026	Cooler Rental Bus Svc City Hall Wat	6/2/2026	60.00
32143	000008	Culligan Water Service	243403a	Cooler Rental Bus Svc - City Hall thr	6/2/2026	72.00
32170		DEPOSITORY TRUST CORP.	05282026	District Improvement Bond wire fee f	6/2/2026	3,593.75
32149	157	Exeter Milligan Friend Public Schools		Qwik 6 Liquor License Fee to Schoo	6/2/2026	370.00
32159	000010	Eakes Office Solutions	INV772466	EAKES DOCMGMT 4/30/26 to 5/29/2	6/2/2026	552.30
32184		FRIEND FIRE DEPARTMENT		FIRE - table, desk chairs transfer fro	6/2/2026	35,000.00
32174		Farmers Cooperative	FRIEND	Parks Gopher Bait	6/2/2026	849.97
32181	407	Friend Community Healthcare System		Police - Physical 2/18/26 Travis Pete	6/2/2026	1,217.17
32085	0081101	Guardian Life	1	Life, Accident, LTD, STD, ect Ins Jun	6/2/2026	935.01
32182		H&S Plumbing, Heating & Air Conditioni	38163413	Pool - start up boiler - adjust bypass	6/2/2026	275.00
32186		Hampton Commercial Construction, Inc.	12	Public Safety Building Pay Request #	6/2/2026	589,797.41
32160		Heather Black	05202026	Pool - Metal Out Chemical Reimburs	6/2/2026	177.82
32176	996	Junior Library Guild	743860	Library 1 yr Hardback childrens book	6/2/2026	1,282.00
32166		MMC Consulting	INV-0174	Consulting May'26 - Pool setup emp	6/2/2026	8,927.90
32167		MacQueen Equipment, LLC	INV747	Fire Equipment - Fire Gloves/ Cuffs	6/2/2026	670.00
32173	000014	Mastiff LLC	INV-3384	General May 2026 Tech Services	6/2/2026	786.25
32139	000015	Midwest Laboratories Inc	1285561	Sewer: Ammonia, CBOD, Solids Tes	6/2/2026	302.52
32165		NWEE- Fiscal Services	10044	SRF Loan Pymt June 26	6/2/2026	6,595.45
32136		NE Child Support Payment Center	05062026	Child Support Pay - Public Works	6/2/2026	46.16
32137	ST	NE Dept. of Revenue ST	05202026	Sales Tax April due on May 20th	6/2/2026	2,372.45
32180	000019	NE Public Health Environmental Lab	606135	April Water Analysis Lab 2026	6/2/2026	30.00
32134	000020	Norris Public Power Dist.	3106	Purchase of Electricity 4/1-5/1/26 Sir	6/2/2026	6,125.00
32179		Diane Odoski	May 2026	Library Reimburse Costco & Dollar t	6/2/2026	54.47
32130	000021	One Billing Solutions, LLC	INV279196	Rescue - Regular Monthly Billings -	6/2/2026	324.96
32187	911	One Call Concepts, Inc.	6050157	May '26 Locates	6/2/2026	18.78
32142		PAYNE'S AUTOMOTIVE	16497	Streets - Red Dodge Pickup Mainten	6/2/2026	1,488.96
32140	000022	Postmaster	04202026	Annual Permit Renewal	6/2/2026	370.00
32188	000022	Postmaster	688590547	Utility Billing-May 2026 Usage	6/2/2026	290.97
32158	682	Principal Mutual Life Ins. Co.	06012026	Dental Ins 5/1 - 5/31/26 General	6/2/2026	368.03
32172	000023	Qwik 6	05312026	Fuel - May 2026	6/2/2026	1,323.81
32128	101	Saline County Clerk	062026	Dispatch Fees - June '26	6/2/2026	159.00
32043	000024	Seward County Independent	241301	General Affidavits, Minutes, Hearings	6/2/2026	367.89
32129		Summit Fire Protection	3656991	FIRE - Portable Fire Extinguishers &	6/2/2026	384.99
32138	13504	Sweet Tea Marketing	241064	CRA OCC Tax Return Forms	6/2/2026	375.00
32169	000026	US Cellular	080742463:	Cell Data 5/6/26 - 6/5/26 Sewer	6/2/2026	313.57
32164	000027	Visa	104240171:	Pool Supplies Candy Pop Chips Etc	6/2/2026	1,053.90
32148	000027	Visa	1175	VISA CLERK - LATE FEE & INTERES	6/2/2026	79.24
32157	000027	Visa	1233a	Comm Building - Laundry Soap wash	6/2/2026	334.62
32175	000028	Waste Connections of Nebraska	1874810T0:	Garbage Service	6/2/2026	6,079.83
32135	000029	Windstream		Phone Service 5/1-5/31/26 Pool	6/2/2026	1,673.32

32122	EFTPS	FICA	5/6/2026	1,536.96
32123	EFTPS	MEDICARE	5/6/2026	359.44
32124	EFTPS	FEDERAL TAX	5/6/2026	284.00
32153	EFTPS	FICA	5/20/2026	1,859.76
32154	EFTPS	MEDICARE	5/20/2026	434.94
32155	EFTPS	FEDERAL TAX	5/20/2026	411.04
32119 000018	NE Dept. of Revenue SWH	STATE TAX	5/6/2026	371.62
32150 000018	NE Dept. of Revenue SWH	STATE TAX	5/20/2026	432.25
32120 Payroll	Ameritas Life Ins. Corp.	RETIREMENT	5/6/2026	583.48
32121 Payroll	Ameritas Life Ins. Corp.	LOAN PAYMENT	5/6/2026	225.22
32151 Payroll	Ameritas Life Ins. Corp.	RETIREMENT	5/20/2026	620.28
32152 Pavroll	Ameritas Life Ins. Corp.	LOAN PAYMENT	5/20/2026	225.22

Total:

\$890,005.15

STATEMENT

Public Works - 1233. →

Ment

HOME

TRANSACTIONS

PAYMENTS

STATEMENTS

ACCOUNT SERVICES

ALERTS

Welcome, TRENT
ROESLER(1233)!



0.*

Current Balance [Go to transactions history](#) \$334.⁶²

Pending Balance \$0.⁰⁰

Statement Balance [Go To Statements](#) \$1,256.⁹⁶

Available Credit \$9,665.³⁸

Current Credit Limit Amount \$10,000.⁰⁰

Last Payment as of May 11, 2026 \$1,243.⁹⁵

Total Minimum Due \$13.⁰¹

Payment Due Date May 26, 2026

Reward Balance 1838

Last Login May 19, 2026, 2:59:09 PM

int chgs -13.01+
office equip < 191.35+
vacuum 88.12+
laundry soap -10.7+
postage -31.44+
334.62*+

0.*

Pay Bill

View Rewards

SCOREMORE DEALS ?

S

P

TCM BANK NA

CITY OF FRIEND
TRENT ROESLER

Account Number: ##### 1233

Closing Date: 05/01/26

Credit Limit: \$10,000.00 Available Credit: \$8,743.00

VISALOGOUT
1233

Page 3 of 4

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Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
04/14/26	04/15/26	0000	74440146105001206401818	PAYMENT - THANK YOU	\$312.72 -
04/20/26	04/21/26	5261	24116416111722774529048	OAK PRAIRIE NURSERY	\$286.34
				LINCOLN NE	
04/28/26	04/30/26	8699	24750766119900012109523	LEAGUE OF NEBRASKA MUNICI	\$563.00
				402-4762829 NE	
05/01/26	05/01/26	0000	74440146121011121062009	LATE FEE	\$40.00

Additional Information About Your Account**cRewards Bonus Points Information as of 04/30/26**

	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
cRewards	620	334	0	0	954

Interest Charge Calculation/Plan Level Information

Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) ²	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 612.64	2.1242%	25.49% (V)	\$ 13.01	
CASH	A	\$ 0.00	2.3742%	28.49% (V)	\$ 0.00	
FEES/INTEREST CHARGE					\$ 0.00	
TOTAL				25.48%	\$ 13.01	\$ 1,256.96

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.² Your Annual Percentage Rate (APR) is the annual interest rate on your account.

(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

HOME

TRANSACTIONS

PAYMENTS

STATEMENTS

ACCOUNT SERVICES

ALERTS

Transactions

comm building
DOLLAR GENERAL STORE #25427
1418 1ST STREET,
FRIEND, NE 68359
(402) 947-0019
SALE TRANSACTION

S GAIN FLING HPPY H 30772118320 \$10.95
\$10.95 less promo \$1.00
PROMOTION: 100312838 -\$1.00
Tax: \$9.95 @ 7.5% \$0.75
Amount to pay \$10.70
Visa \$10.70

VISA CREDIT *****1233
Type: Chip Read Auth Code: 004560
AID: A0000000031010 PAN Seq:
TVR: 8000008000 TSI: 6000
IAD: 06011203A0A000
MID: *****27013 TID: ****6000
TOTAL PURCHASE \$10.70

**YOU HAVE SAVED
1.00
ON OUR MULTISAVE PROMOTIONS**

Total On Sale Savings \$1.00
Total Savings today is \$1.00

Save Time. Save Money.
Every Day! At Dollar General.

STORE BILL TRANS. DATE
25427 2 22351 05-07-26 9:18 AM

Your cashier was: JENNIFER



99902254270020223518

Search Transactions

— Transactions (15)

MAY 18, 2026	<i>office equip</i>	\$191.35 ✓	HOUSEHOLD
WALMART.COM			
MAY 18, 2026	<i>office equip</i>	\$88.12 ✓	HOUSEHOLD
WALMART.COM			
MAY 14, 2026		(\$1,243.95)	
PAYMENT - THANK YOU			PAYMENTS AND FEES
MAY 08, 2026	<i>laundry soap community building</i>	\$10.70 ✓	HOUSEHOLD
DOLLAR GENERAL #25427			
MAY 08, 2026		\$31.44 ✓	MISCELLANEOUS
USPS PO 3034051022			
MAY 01, 2026	<i>household property taxes</i>	\$13.01	MISCELLANEOUS
INTEREST CHARGE PURCHASE			



Account:

Billing Cyl 32.81+
 Days In Bi 588.61+
 Previous E 621.42*+
 Purchases
 Cash 0.*
 Special
 Balance Tr
 Credits 0.*
 Payments
 Other Cha
 Finance Cl
 NEW BA

Credit Su

Total Credit Line \$10,000.00
 Available Credit Line \$0.00
 Available Cash \$0.00
 Amount Over Credit Line \$0.00
 Amount Past Due \$32.81
 Disputed Amount \$0.00

Important Information About Your Account

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT SERVICE, NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE, AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

PAY ONLINE OR VIEW YOUR ACCOUNT AT:

THANK YOU FOR YOUR RECENT PAYMENT, HOWEVER YOUR ACCOUNT REMAINS ONE PAYMENT PAST DUE. PLEASE BRING IT UP TO DATE IMMEDIATELY TO AVOID ADDITIONAL LATE CHARGES.

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
04/13/26	04/14/26	5999	74007036104920006010595	NET WORLD SPORTS INTERNET	\$582.78
04/13/26	04/14/26	5999	74440146104001060105951	INTERNATIONAL TXN FEE	\$5.83
04/14/26	04/15/26	0000	74440146105001206401792	PAYMENT - THANK YOU	\$492.58 -

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

VB - *

TCM BANK NA
PO BOX 105666
ATLANTA GA 30348 - 5666

Account Number

1175

Check box to indicate
name/address change on
back of this coupon ☐

AMOUNT OF PAYMENT ENCLOSED

Closing Date

05/01/26

New Balance

\$700.66

Total Minimum
Payment Due

\$700.66

Payment Due Date

05/26/2026

\$

CITY OF FRIEND
HEATHER VARNEY
235 MAPLE STREET
FRIEND NE 68359-1351



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4440 1405 3000 1175 00070066 00070066 ?

TCM BANK NA

CITY OF FRIEND
HEATHER VARNEYAccount Number: ##### 1175
Closing Date: 05/01/26
Credit Limit: \$10,000.00 Available Credit: \$0.00**VISA**

Page 3 of 4

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Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
04/14/26	04/16/26	0000	74440146106001205100113	PAYMENT - THANK YOU	\$3,241.94 -
05/01/26	05/01/26	0000	74440146121010121062001	LATE FEE	\$40.00

Additional Information About Your Account**Interest Charge Calculation/Plan Level Information**

Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) ²	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 1,847.16	2.1242%	25.49% (V)	\$ 39.24	
CASH	A	\$ 0.00	2.3742%	28.49% (V)	\$ 0.00	
FEES/INTEREST CHARGE					\$ 5.83	
TOTAL				29.28%	\$ 45.07	\$ 700.66

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.² Your Annual Percentage Rate (APR) is the annual interest rate on your account.

(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

Transactions

— Saved Searches

— Filters

Time Period

All History →

Categories

No Category Filter Set →

Search Transactions

— Transactions (25)

MAY 14, 2026

(\$621.42)

PAYMENT - THANK YOU

PAYMENTS AND FEES

MAY 01, 2026

\$39.24

INTEREST CHARGE-PURCHASE

MISCELLANEOUS

MAY 01, 2026

\$40.00

LATE FEE

PAYMENTS AND FEES

79.24

P

**City of Friend
2026 Health Insurance Premium Comparison**

Proposed Rates Based on Current Employee Elections

		CURRENT PLAN			
		\$1,000/\$2,000	\$4,500/\$9,000	\$3,000/\$6,000	\$6,750/\$13,500
		PPO Opt 1	H.S.A. Opt 3	H.S.A. Opt 2	H.S.A. Opt 4
Employee 1	\$	2,141.58	\$ 1,640.92	\$ 1,852.10	\$ 1,459.27
Employee 2	\$	3,548.90	\$ 2,719.24	\$ 3,069.19	\$ 2,418.22
Employee 3	\$	2,508.71	\$ 1,922.22	\$ 2,169.60	\$ 1,709.43
Employee 4	\$	1,223.76	\$ 937.67	\$ 1,058.34	\$ 833.87
Employee 5	\$	2,141.58	\$ 1,640.92	\$ 1,852.10	\$ 1,459.27
Employee 6	\$	3,548.90	\$ 2,719.24	\$ 3,069.19	\$ 2,418.22
	\$	15,113.43	\$ 11,580.21	\$ 13,070.52	\$ 10,298.28

Total Annual Cost	\$	181,361.16	\$ 138,962.52	\$ 156,846.24	\$ 123,579.36
Cost Difference/Yr.	\$	-	\$ 42,398.64	\$ 24,514.92	\$ 57,781.80

		Deductible Increase	\$3,500/\$7,000	\$2,000/\$4,000	\$5,750/\$11,500	
		Fund H.S.A. with premium savings				
		Single Annual	\$3,500	\$2,000	\$ 4,400.00	*
		Family Annual	\$35,000	\$20,000	\$ 43,750.00	*
		Total Annual H.S.A. Contribution	\$38,500	\$22,000	\$48,150	
		Annual Total Savings	\$ 3,898.64	\$ 2,514.92	\$ 9,631.80	

*Capped at
2026 Max.
Contribution Limits

The Employee Could Elect to Contribute to their H.S.A.

Single Could Contribute Up To	\$900	\$2,400	\$ -
Employee SS & Medi Savings @ 7.65%	\$68.85	\$183.60	\$ -
Employee Also Saves Federal & State Income Tax	\$ 135.00	\$ 360.00	\$ -
Used 15% in this example			
Estimated Tax Savings	\$203.85	\$543.60	\$ -
Family Could Contribute Up To	\$ 1,750.00	\$ 4,750.00	\$ -
Employee SS & Medi Savings @ 7.65%	\$133.88	\$363.38	\$ -
Employee Also Saves Federal & State Income Tax	\$ 262.50	\$ 712.50	\$ -
Used 15% in this example			
Estimated Tax Savings	\$396.38	\$1,075.88	\$ -

Insurance	<u>Current</u>	<u>Proposed</u>
Single Plan	\$960.05	\$1,223.76
Emp/Spouse	\$1,968.10	\$2,508.71
Emp/Children	\$1,680.09	\$2,141.58
Family	\$2,784.15	\$3,548.90

27 ½ % increase with BC/BS



City Clerk <cityclerk@cityoffriend.org>

RE: Vision Insurance

1 message

Brooke Hinz <Brooke@benefit-management.com>

Tue, May 26, 2026 at 10:23 AM

To: City Clerk <cityclerk@cityoffriend.org>, Dan Duren <dand@benefit-management.com>

Amie,

Good morning. Below is the vision quote summary.

CITY OF FRIEND**VISION SUMMARY**

Effective: 7/1/2026



Proposal Type	PROPOSED		PROPOSED		PROPOSED	
Carrier	LIGHT ASSOCIATION		PRINCIPAL		PRINCIPAL	
Note						
Plan Name	LIGHT ASSOCIATION		Principal Vision		Principal Vision	
Option Type	Contributory		Contributory		Voluntary	
Covered Services	In-Network		In-Network		In-Network	
Exam Copay	\$20		\$10		\$10	
Materials Copay	\$20		\$25		\$25	
Frame Allowance	\$130 max + 20% off Balance		\$130 then 20% off balance		\$130 then 20% off balance	
Lenses						
Single/Bifocal/Trifocal	Materials Copay		Materials Copay		Materials Copay	
Lenticular	Materials Copay		Materials Copay		Materials Copay	
Standard Progressive			Discounts Available		Discounts Available	
Contacts						
Medical	Materials Copay		Materials Copay		Materials Copay	
Non Medical	\$130 max (Copay Waived)		Up to \$60 Copay/\$130 Allowance		Up to \$60 Copay/\$130 Allowance	
Frequency						
Exams/Lenses/Contacts	12 Months		12 Months		12 Months	
Frames	24 Months		24 Months		24 Months	
Additional Features						
Lens Enhancement Copays	15% discount		See Proposal^		See Proposal^	
Laser Correction	Average of 10%-20% off or 50% off a promotional offer		15% Off Retail/5% Off Promo^		15% Off Retail/5% Off Promo^	
Provider Network	VSP		VSP Choice Network		VSP Choice Network	
Rate Guarantee			2 Years		2 Years	
Participation Requirements	75% of Eligible		50% of eligible^		Greater of 20% or 5 lives^	
Employee	2	\$8.97	2	\$8.63	2	\$9.20
Employee + Spouse	1	\$15.01	1	\$17.29	1	\$18.45
Employee + Child(ren)	1	\$15.41	1	\$20.37	1	\$21.72
Employee + Family	1	\$24.37	1	\$31.38	1	\$33.47
Employee Total		\$44.85		\$43.15		\$46.00
Dependent Total		\$27.88		\$43.15		\$46.04
Combined Monthly Total		\$72.73		\$86.30		\$92.04

Rates and benefits are illustrative only and represent only a brief summary of the plan highlights. Final rates will be determined from effective date, actual enrollment and/or health conditions.

*Please refer to the benefit summary for more specific details regarding this benefit.

^Please refer to the carrier proposal and/or benefit summary for more specific details.

Prepared by: Benefit Management, Inc

4/28/2026 10:06 AM
VISION Page 1

Let me know if there are any questions.

Brooke Hinz

Senior Group Account Administrator

Benefit Management

3341 Pioneers Blvd., Suite 1

Lincoln, NE 68506

P 402-420-7776

F 402-420-7792

Midwest Alarm Services Basic Agreement

Midwest Alarm Services. ("Midwest") agrees to furnish CUSTOMER with installation and services described below:

INFORMATION																	
Billing Name ("CUSTOMER"): Friend Fire Station Billing Address: 101 State St Billing City, State, Zip: Friend NE 68359 Contact Name: Brent Milton Phone Number: 402-641-5821	Site Name ("Premises"): Friend Fire Station Site Address: 101 State St Site City, State, Zip: Friend NE 68359 Email Address: hrwfarming@gmail.com Salesperson: Heather Moyer																
EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")																	
The following Equipment to be Midwest Owned or CUSTOMER Owned under this Agreement:	The following Services to be provided under this Agreement:																
Fire - CUSTOMER Owned Radio - CUSTOMER Owned	<table style="width: 100%;"> <tr> <td style="width: 60%;">Monitoring</td> <td style="width: 40%;"></td> </tr> <tr> <td>Supervisory</td> <td> <table style="width: 100%;"> <tr> <td style="width: 70%;">Inspections</td> <td style="width: 30%; text-align: center;">☐</td> </tr> <tr> <td>Fire Alarm</td> <td></td> </tr> </table> </td> </tr> </table>	Monitoring		Supervisory	<table style="width: 100%;"> <tr> <td style="width: 70%;">Inspections</td> <td style="width: 30%; text-align: center;">☐</td> </tr> <tr> <td>Fire Alarm</td> <td></td> </tr> </table>	Inspections	☐	Fire Alarm									
Monitoring																	
Supervisory	<table style="width: 100%;"> <tr> <td style="width: 70%;">Inspections</td> <td style="width: 30%; text-align: center;">☐</td> </tr> <tr> <td>Fire Alarm</td> <td></td> </tr> </table>	Inspections	☐	Fire Alarm													
Inspections	☐																
Fire Alarm																	
INSTALLATION PRICE AND PAYMENT SUMMARY																	
<table style="width: 100%;"> <tr> <td style="width: 60%;">Total Installation Price:</td> <td style="width: 40%; text-align: right;">\$ 700</td> </tr> <tr> <td colspan="2">(Plus applicable taxes)</td> </tr> <tr> <td>Deposit Due at Signing:</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td>Balance Due Upon Completion:</td> <td style="text-align: right;">\$ 700</td> </tr> </table> Midwest reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.	Total Installation Price:	\$ 700	(Plus applicable taxes)		Deposit Due at Signing:	\$ 0	Balance Due Upon Completion:	\$ 700	<table style="width: 100%;"> <tr> <td style="width: 60%;">Service Charge: Annual</td> <td style="width: 40%; text-align: right;">\$ 900</td> </tr> <tr> <td colspan="2">(Plus applicable taxes)</td> </tr> <tr> <td>Initial Term:</td> <td style="text-align: right;">36 months</td> </tr> <tr> <td>Billing Cycle:</td> <td style="text-align: right;">Annually</td> </tr> </table> Monthly service charge is due in advance of each billing cycle.	Service Charge: Annual	\$ 900	(Plus applicable taxes)		Initial Term:	36 months	Billing Cycle:	Annually
Total Installation Price:	\$ 700																
(Plus applicable taxes)																	
Deposit Due at Signing:	\$ 0																
Balance Due Upon Completion:	\$ 700																
Service Charge: Annual	\$ 900																
(Plus applicable taxes)																	
Initial Term:	36 months																
Billing Cycle:	Annually																
SCOPE OF WORK																	
Central Station Monitoring of the fire alarm system with radio - \$600 Annual inspection of the fire alarm system per NFPA 72 standards - \$300 **Do not charge for inspection until 2nd year.																	

Terms & Conditions

1. The term of this Agreement is listed on page 1 and starts on the date Service is operative ("initial term"). After the initial term, this Agreement shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. Midwest may increase the monthly service charges after the initial term one time annually to recover increases in service costs. CUSTOMER agrees the billing invoice setting forth the new charge will be sufficient notice of the increase. However, if CUSTOMER notifies Midwest in writing within thirty (30) days after the effective date of the increased charges that CUSTOMER is unwilling to pay the increased charges, Midwest will, at its sole option, either terminate this Agreement as if the term had expired or, in the alternative, continue the prior charges and will allow this Agreement to remain in full force and effect without further notice. Failure to notify Midwest in writing within thirty (30) days after the effective date of the increased charges will constitute CUSTOMER's acceptance of such increased charges.
2. CUSTOMER shall be responsible for sales tax, permits, false alarm fines or other charges relating to the installation of Equipment or the Services provided under this Agreement assessed by any governmental body.
3. A late fee of one and one-half percent (1.5%) per month will be applied to balances over thirty (30) days from invoice date. CUSTOMER is responsible for all collection costs incurred for unpaid bills, including reasonable attorney's fees.
4. When this Agreement includes inspection/testing, listed Equipment will be inspected/tested/cleaned during normal business hours only (8am – 5pm, Monday through Friday) unless specifically stated otherwise under Services provided area.
5. When this Agreement includes a Service package for normal wear and tear, (including all parts, with associated labor, except batteries), Services will be performed without charge. An additional charge shall be made for any Services necessitated by causes other than normal wear and tear in accordance with the standard charges of Midwest.
6. When this Agreement includes cellular communicator futureproof protection, Midwest will replace the cellular communicator as technology changes at no costs to CUSTOMER. When this Agreement includes cellular communication futureproof protection with batteries, Midwest will also provide free batteries on panel and wireless sensors. CUSTOMER may also request one (1) inspection by Midwest technician every twelve (12) months at no charge when cellular communicator futureproof protection is included herein.
7. CUSTOMER authorizes Midwest to perform installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. If any inspection bureau, any other authority having jurisdiction, or the CUSTOMER shall require or make necessary any changes in the System installation, such changes must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. Midwest is authorized to make any preparation appropriate for installation of the System, including but not limited to, drilling holes or making attachments.
8. When this Agreement includes the use of a digital, internet or cellular/radio communicator for transmitting signals to a monitoring center, the CUSTOMER understands that a communicator uses standard telephone lines, internet service or cellular/radio towers for sending signals, and that the monitoring center will not receive signals when the transmission mode is cut, interfered with, shut down, or becomes otherwise damaged or non-operational. All charges made by any company for installation, line charges, telephone, internet and service charges for internet and telephone lines, and/or accessories to transmit signals between CUSTOMER'S premises and any monitoring facility shall be paid by CUSTOMER. Midwest shall not be obligated to perform monitoring Services hereunder during any time when telephone lines, internet or cellular/radio towers are not properly operating. Voice over Internet Protocol (VoIP) technology will affect the connection via the telephone line at CUSTOMER's premises to the monitoring center. If CUSTOMER chooses VoIP technology, CUSTOMER must notify Midwest of this choice to assure connectivity to the monitoring center. This may require an upgrade of the System that is not covered under any Midwest Service Agreement. Midwest recommends an alternate method of communication be added to the System.
9. If CUSTOMER defaults on the terms of this Agreement or cancels this Agreement before the end of the initial term, the balance of the amount due for the unexpired term will be immediately due and payable to Midwest. CUSTOMER shall be liable for attorney's fees and costs incurred by Midwest to enforce this Agreement. If CUSTOMER defaults or cancels this Agreement, MIDWEST shall have no further obligation to perform under this Agreement. In the event of non-payment during the initial term of agreement, MIDWEST may remove any MIDWEST owned equipment or alternately abandon all or any portion of the System.
10. Midwest hereby warrants to CUSTOMER that the System will be installed in a good and workmanlike manner. In the event that any part of the System, except for batteries, shall become defective within one (1) year from the date of the original installation, Midwest will replace or repair the defective part without charge. This warranty is not assignable. This warranty does not cover any damage to the System caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than Midwest, or any other cause other than normal wear and tear. MIDWEST MAKES NO IMPLIED OR OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Midwest does not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. Midwest is not liable for consequential or incidental damages.
11. Midwest, its representatives, successors, employees, assigns, contractors, subcontractors, suppliers and/or the manufacturers of the Equipment used by Midwest (collectively "Midwest/SUPPLIERS") are not insurers. Payments provided under this Agreement are based solely on the value of the System set forth herein and are unrelated to the value of CUSTOMER's property or value of the contents thereon. Midwest/SUPPLIERS shall not be responsible for and are released from all loss, damage or expense due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to, or receive any data at the monitoring center) or the response time of third party emergency personnel. CUSTOMER agrees that if Midwest/SUPPLIERS is found liable for loss or damage due to failure of Midwest/SUPPLIERS to perform any of the obligations herein, SUCH LIABILITY SHALL BE LIMITED TO THE SUM, AS APPLICABLE, OF THE TOTAL INSTALLATION PRICE STATED ON PAGE 1 OF THIS AGREEMENT AND THE TOTAL MONTHLY SERVICE CHARGES FOR THE INITIAL TERM OF THIS AGREEMENT. The provisions herein shall be the sole and exclusive remedy of CUSTOMER for any such liability of Midwest/SUPPLIERS and CUSTOMER hereby waives all statutory, common law and other claims and remedies with respect thereto. The limitations of liability herein are reflected in the pricing of the System to be provided by Midwest to CUSTOMER hereunder.
12. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS Midwest/SUPPLIERS, FROM ANY LOSS, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ON ACCOUNT OF ANY CLAIM FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) BY ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE OPERATION OR NONOPERATION OF THE SYSTEM, UNLESS MIDWEST/SUPPLIERS WAS GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

13. It is the responsibility of the CUSTOMER to maintain insurance covering risk of damage to CUSTOMER's premises and all property therein/thereon. CUSTOMER hereby releases Midwest/SUPPLIERS for all losses, damages, claims, suits, legal proceedings and expenses ("Suit"): (i) covered by CUSTOMER's insurance policies; (ii) policy deductibles, copay percentage, or related limits; (iii) in excess of amounts paid by CUSTOMER's insurance; and (iv) due to underinsurance. As an inducement to Midwest to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER's insurance company shall not have any right to subrogation against Midwest/SUPPLIERS.
14. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. The CUSTOMER agrees that any Suit against Midwest/SUPPLIERS must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. CUSTOMER waives the right to bring any class action against Midwest/SUPPLIERS.
15. This instrument contains the entire Agreement between CUSTOMER and Midwest with respect to the transactions described herein and supersedes all previous agreements, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
16. This Agreement is not assignable by CUSTOMER except upon the written consent of Midwest, which shall not be unreasonably withheld. This Agreement or any portion thereof is assignable by Midwest in its sole discretion.
17. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by CUSTOMER AND Midwest to be binding.
18. Midwest shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of CUSTOMER, acts of civil or military authority, fires, strikes, floods, pandemics, epidemics, quarantine restrictions, riots, or inability due to causes beyond its reasonable control, whether foreseeable or not.
19. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
20. If this Agreement terminates for any reason, the provisions of paragraphs 9 through 20 shall survive indefinitely.

NOTICE OF RIGHT TO CANCEL (for residential customers only)

You may cancel this transaction without any penalty or obligation within THREE (3) business days from this Agreement made date on the first page of the Agreement. If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you under the Agreement or transaction, will be returned within TEN (10) business days following receipt by Midwest of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Midwest at your location in substantially as good condition as when received, any goods delivered to you under this Agreement or transaction sale, or you may, if you wish, comply with the instructions of Midwest regarding the return shipment of the goods at Midwest's expense and risk. If you make the goods available to Midwest and Midwest does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Midwest, or if you agree to return the goods to Midwest and fail to do so, then you remain liable for performance of all obligations under this Agreement.

CUSTOMER ACCEPTANCE

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

Signed: _____
SIGNATURE TITLE DATE

Approved:

Midwest Alarm Services

Signed: _____ Date: _____

System installed and operative this _____ day of _____, 20_____.