

WAHOO CITY COUNCIL AGENDA
Tuesday, June 24, 2025 - 7:00 PM
Wahoo Public Library, 637 N Maple St, Wahoo, NE 68066

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Wahoo meet on the second and fourth Tuesdays of each month at the Wahoo Public Library, 637 N Maple Street Wahoo, Nebraska, at 7:00 p.m. Notice of special meetings shall be given by posting a notice thereof on the bulletin board in City Hall, U.S. Post Office, and FirstBank of Nebraska, at least 24 hours before the special meeting. All Council meetings are open to the public and the agenda, which is kept continually current, is available for public inspection at the office of the City Clerk at City Hall during normal business hours.

Individuals requiring physical or sensory accommodations, individual interpreter service, Braille, large print or recorded material, please contact the ADA Coordinator at City Hall, 605 North Broadway, Wahoo, Nebraska, 68066, telephone 402-443-3222 as far in advance as possible, but no later than 48 hours before the scheduled event.

{{Name: Agenda Item Name}}

Pledge of Allegiance

Announcement of the Open Meetings Act

Call to order and roll call

Proclamation

Audience comments on items not listed on the agenda

Department head reports

1. Introduction of the Wahoo Area Arts Council

Consent Agenda

1. Acceptance of excused absence of Mayor or Council member(s)
2. Approval of the June 10, 2025 minutes of the City Council
3. Approval of claims
4. Approval of Samuel Clark and Michael "Dalton" Rawls as volunteer firefighters.

Public hearing and associated action items

1. Proposed Amendment to the Wahoo Zoning Ordinance to include recreation facilities as a permitted use in the Lake Wanahoo Conservation District
2. Application for Rezone of the property commonly known as 1488 Co Rd 16 from Trans Ag to Large Lot Residential.

Action items not requiring a public hearing

1. Memorandum of Understanding between Saunders County and City of Wahoo Fire and EMS Departments regarding radio communication equipment (as provided through Grant No 15JCOPS-24-GG-00221-TECP)
2. Discussion and possible action regarding Phase II of Kennedy Campus South Hall Project
 - 2.A. Discussion regarding Kennedy Park as requested by Mary Dailey
3. Discussion and possible action regarding TIF agreement with Lincolnshire Investments on the Wahoo Super Project
4. Discussion and possible action regarding the decision by the Board of Adjustments on the application for variance submitted by Rich Dorothy for a sidewalk built in a plated alley at the address commonly known as 1119 N Spruce Street.
5. Approval of updated Tri-Mutual Aid Fire Fighters Association Interlocal Agreement
6. Approval of Ordinances to comply with legislation passed during the 2024 State Legislative season as suggested by American Legal Publishing. (motions will be for all ordinances listed unless one is specifically removed to be addressed separately)
 - 6.A. Ordinance No 4778 regarding general finance and revenue provisions.
 - 6.B. Ordinance No 4779 regarding general election provisions
 - 6.C. Ordinance No 4780 regarding tobacco sales licenses
 - 6.D. Ordinance No 4781 regarding vacancy of the Mayor or City Council
 - 6.E. Ordinance No 4782 regarding public participating in public meetings.
 - 6.F. Ordinance No 4783 regarding notification of public meetings
 - 6.G. Ordinance No 4784 regarding regulated fires

Mayor's comments on items not listed on the agenda

Council Comments on items not listed on the agenda

Adjourn

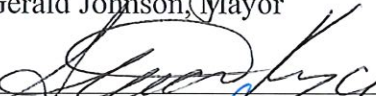
Upcoming planned meeting dates and agenda deadlines

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF MEETING


The undersigned members of the governing body of the City of Wahoo, Nebraska, hereby acknowledge receipt of advance notice of a meeting of said body and the agenda for such meeting held at the Wahoo Public Library on Tuesday June 24, 2025.




Gerald Johnson, Mayor




Stuart Krejci, Council member



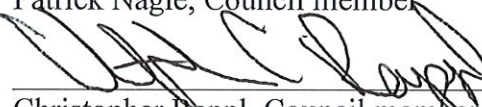
Shane Sweet, Council member



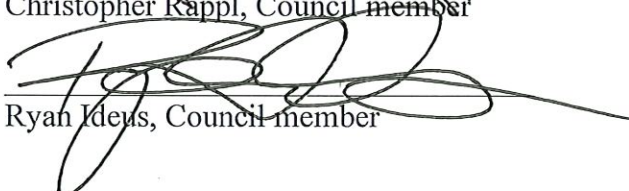
Carl Warford, Council member



Patrick Nagle, Council member



Christopher Rapp, Council member



Ryan Ideus, Council member

I certify that _____ was absent from the City and did not return until after the meeting and to my personal knowledge was notified of the meeting.



Christina Fasel, City Clerk



June 24, 2025

Dear Wahoo City Council Members,

We're excited to introduce you to the newly formed **Wahoo Area Arts Council (WAAC)** board of directors—a group of local residents passionate about celebrating and supporting the creative spirit of our community.

Our mission is to shine a spotlight on the many forms of art already thriving in Wahoo, while building momentum and visibility for future creative endeavors. We believe that artistic mediums come in all forms from visual arts to music, theater, design, or maybe it's a perfectly baked kolace, a backyard full of blooms, or a playlist that hits every mood. **Art shows up in our lives in all kinds of ways**, all of which are essential to the vitality and identity of Wahoo.

A major goal of the Wahoo Area Arts Council is to work toward the creation of a **Creative District** within our city. This designation would not only help unify and promote our existing creative community, but it would also open doors to exciting **funding opportunities** for public art, art installations, and cultural events.

As we get off the ground, we warmly invite you to **join us at the founding level**—as a patron, or even a benefactor—of the Wahoo Area Arts Council. Your early involvement would mean a great deal and help shape the future of the arts in Wahoo from the very beginning.

We look forward to collaborating with the City of Wahoo and exploring ways we can work together to enrich the cultural fabric of our hometown.

Warmly,

The inaugural Wahoo Area Arts Council

Beverly Bettendorf
Ivie Brigham
Ann Brock
Alissa Hansen
Kathryn Nygren
Luke Rustermeier
Julie Scott

Wahoo Area Arts Council
www.wahooarts.org | wahooareaarts@gmail.com



Cheering on the creative arts in Wahoo, Nebraska USA and beyond.

By supporting our initiatives, you contribute to a vibrant artistic landscape that benefits both visitors to our area and community members alike. Join us in celebrating the power of creativity and the importance of artistic expression in our lives.

	STUDENT	INDIVIDUAL	NON PROFIT	FAMILY	CORPORATE	BENEFACTOR
	\$25	\$50	\$75	\$100	\$250	\$1,000
Quarterly E-Newsletter						
Annual WAAC Patron Vinyl Sticker						
Annual WAAC Patron Event						
Priority Access to Events and Initiatives						
Name or Corporate Logo on Front of Website						
Business Window Cling						
Name or Corporate Logo on Event Promotion						
Name or Corporate Logo on T-Shirt Back						
VIP Reserved Seating at Events						
Name or Business Listed in Quarterly Newsletter						
Benefactor-Only Dinner Event (Two Tickets)						
Enamel Lapel Pin						
FOUNDER'S CLUB *						
* Founder's Memberships only available until 12/31/25						
Benefits in addition to those listed above:						
Name Listed as Founder on 2025-26 Newsletters		INDIVIDUAL FOUNDER		FAMILY FOUNDER		BENEFACTOR FOUNDER
Name Listed as Founder on Website						
Exclusive WAAC Founder's Swag						
18 Month Membership through 12/31/26						



Join online at www.wahooarts.org or at the Wahoo Chamber of Commerce office



JOIN THE WAHOO AREA ARTS COUNCIL

NAME: _____

EMAIL: _____ **PHONE:** _____

BECOME A FOUNDER

As a **Founding Member**, you'll be among the first supporters powering a movement to bring more art, music, performance, and creative opportunities to our community.

Your early support helps us launch programs, host events, support local artists, and make Wahoo a place where creativity thrives.

Your founding membership includes:

- Exclusive WAAC Founder Swag
- Name listed as Founder on all 2025-26 newsletters
- Name Listed as Founder on website
- 18 month membership through 12/31/2026

**Founders Memberships only available until
December 31, 2025.**

FOUNDER'S CLUB

- Individual Founder \$250
- Family Founder \$350
- Corporate Founder \$550
- Benefactor Founder \$1,500

BECOME A PATRON / BENEFACTOR

Your membership supports local art, music, and cultural events — and helps make Wahoo a more vibrant place to live, work, and create.

Join today for 2026 and receive the Wahoo Area Arts Council newsletter!

For more information on membership perks, visit our website.

- Student \$25
- Individual \$50
- Non-Profit \$75
- Family \$100
- Corporate \$250
- Benefactor \$1,000



For more information on the Wahoo Area Arts Council or Membership
www.wahooarts.org

The Council met in Regular session in the Wahoo Public Library, in compliance with the agenda posted at City Hall, Post Office, and First Bank of Nebraska, and the City of Wahoo website, with each Council member being notified of the agenda prior to the meeting. The meeting was called to order by Mayor Gerald D. Johnson at 7:00 PM and opened with the Pledge of Allegiance. The public was informed of the location of posting of the Open Meetings Law. Roll call was taken with the following Council members: Ryan Ideus: Present, Stuart Krejci: Present, Patrick Nagle: Present, Chris Rappl: Absent, Shane Sweet: Present, Carl Warford: Absent.

Harrell gave a report on projects throughout the city.

City Council Member Krejci motioned, City Council Member Ideus seconded to approve the consent agenda which included acceptance of excused absence of Warford and Rappl, approval of new job description and pay scale for Parks and Public Properties Supervisor, approval of the minutes from the May 27, 2025, City Council, and approval of the following claims:

BLD – Baltz, Susan \$400.00, Heartland Office Cleaners \$1,040.00, Jackson Services \$76.02, Scrubs Window Cleaning \$325.00, Summit Fire Protection \$777.10,
CEM – Wahoo Concrete \$470.62,
COM – Reditech \$3,635.94, LIB – Baker & Taylor \$456.12, Blackstone Publishing \$191.97, Cengage \$318.66, Midwest Tape \$439.94,
MED – Bonta, John \$3,000.00, Bound Tree \$1,129.39, One Billing Solutions \$6,345.37, Stryker \$165.05,
MEM – ICMA \$765.60,
MISC – Ball Insurance \$3,897.60, Chase NYC \$392,041.25, First Bank of NE \$20,708.81, MBH Landholdings \$2,381.02, NAPE \$60.00, Next Generation Properties of NE \$27,742.61, Wahoo Area Economic Dev \$7,500.00, Wahoo Parks & Rec \$55,000.00, Wahoo Public Bld & Grds \$31,710.00,
PAR – CreativeSites \$89,133.00,
PRO – JEO \$2,345.00, PUB – Column \$368.22,
STR – Clarke Mosquito Control \$3,400.00, Contech \$494.55, Neenah Foundry \$3,108.00, One Call Concepts \$42.32,
UTL – Butler Public Power \$42.36, Paper Tiger \$635.00, Verizon Wireless \$351.31, Wahoo Utilities \$4,081.44, Waste Connections \$266.13, Windstream \$144.65,
VEH – Ryan’s Repair \$66.25.

Roll call vote Krejci, yes; Ideus, yes; Sweet, yes; Nagle, yes; Warford, absent and not voting; Rappl, absent and not voting. Motion carried.

City Council Member Krejci motioned, City Council Member Nagle seconded to approve an interlocal agreement between the City of Wahoo and Saunders County to cede subdivision, zoning and building code compliance for the NRD amphitheater project to the City of Wahoo. Roll call vote Krejci, yes; Nagle, yes; Sweet, yes; Ideus, yes; Warford, absent and not voting; Rappl, absent and not voting. Motion carried.

City Council Member Krejci motioned, City Council Member Ideus seconded to approve Resolution No 2025-07 to authorize participation in Saunders County MFO for FY 2025-26.

RESOLUTION NO. 2025-07

WHEREAS, certain municipalities and fire protection districts located in Saunders County, Nebraska desire to enter into an Interlocal cooperation agreement for the creation of a Mutual Finance Organization pursuant to Legislative Bill 1120, 1998;

WHEREAS, the Interlocal Cooperation Agreement for a Mutual Finance Organization would be in the best interests of all participating members; and,

WHEREAS, the members desire to enter into a written Interlocal Cooperation Agreement for a Mutual Finance Organization

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wahoo, Nebraska:

Section 1. The Interlocal Cooperation Agreement for a Mutual Finance Organization is hereby approved, ratified and accepted, and the Mayor of the City of Wahoo, Nebraska is hereby authorized, directed and empowered to execute the same;

Section 2. The Interlocal Cooperation Agreement for a Mutual Finance Organization shall not establish a separate legal entity, but rather shall be a joint and cooperative undertaking between the members and that a joint board shall be responsible for administering this joint and cooperative undertaking.

Section 3. All resolutions or parts of resolutions in conflict herewith are repealed.

Passed and Adopted this 10th day of June, 2025.

Roll call vote Krejci, yes; Ideus, yes; Sweet, yes; Nagle, yes; Warford, absent and not voting; Rappl, absent and not voting. Motion carried.

Ordinance No. 2477 was introduced by City Council Member Sweet entitled: AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO ACQUIRE AN INTEREST IN REAL ESTATE BY PURCHASE OR EMINENT DOMAIN FOR THE PURPOSE OF SURVEYING, CONSTRUCTING, RECONSTRUCTING, RELOCATING, ALTERING, INSPECTING, REPAIRING, REPLACING, ADDING TO, MAINTAINING AND OPERATING, AT ANY TIME, OVER, ACROSS, AND UNDER THE FOLLOWING-DESCRIBED REAL ESTATE, TO WIT:

A PARCEL OF LAND LOCATED IN LOT 74R, REPLAT OF LOT 73, WILMER RIDGE ADDITION, CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 74R; THENCE S03°37'44"E (ASSUMED BEARING) ON THE WEST LINE OF SAID LOT 74R, A DISTANCE OF 216.01 FEET TO THE NORTHWEST CORNER OF LOT 73R, REPLAT OF LOT 73, WILMER RIDGE ADDITION; THENCE N86°48'48"E ON THE NORTH LINE OF SAID LOT 73R, A DISTANCE OF 216.09 FEET TO THE NORTH LINE OF SAID LOT 74R; THENCE S86°21'33"W ON SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2160 SQUARE FEET, MORE OR LESS.

ELECTRIC UTILITIES WITH APPURTENANCES AND ACCESSORIES THERETO OF THE CITY OF WAHOO, NEBRASKA; THAT THE INTERESTS TO BE ACQUIRED IN THE ABOVE-DESCRIBED REAL ESTATE ARE A PERMANENT EASEMENT.

City Council Member Sweet motioned, and City Council Member Krejci seconded that the statutory rules in regard to the passage and adoption of ordinances be suspended so that the said ordinance might be introduced, read by title, and then moved for final passage at the same meeting. The Mayor put the question and instructed the Clerk to call for the roll for the vote thereon. Roll call vote: Sweet, yes; Krejci, yes; Ideus, yes; Nagle, yes; Warford, absent and not voting; Rappl, absent and not voting. Due to lack of

three-fourths majority of the council being present the Mayor also voted in favor of waiving the required three readings and moving to the final reading of the proposed ordinance. Motion carried. The motion having been carried by the affirmative votes of no less than three-fourths of the members of the Council and the Mayor, the Mayor declared the statutory rules in regard to the passage and approval of ordinance be suspended so that Ordinance No. 2477 may be read by title and moved for final passage in the same meeting.

City Council Member Sweet motioned, and City Council Member Krejci seconded that Ordinance No. 2477 be approved and passed and its title agreed to. The Mayor instructed the Clerk to call the roll for the vote. Roll call vote: Sweet, yes; Krejci, yes; Ideus, yes; Nagle, yes; Warford, absent and not voting; Rappl, absent and not voting. Motion carried.

City Council Member Ideus motioned, City Council Member Krejci seconded to approve the application for a Special Designated Liquor License for Riff's Pub and Patio for a street dance on June 21, 2025. Roll call vote Ideus, yes; Krejci, yes; Sweet, yes; Nagle, yes; Warford, absent and not voting; Rappl, absent and not voting. Motion carried.

City Council Member Krejci motioned, City Council Member Sweet seconded to approve Resolution 2025-08 to authorize the disposal of surplus property from the Wahoo Civic Center.

RESOLUTION NO. 2025-08

WHEREAS, the City of Wahoo, Saunders County, Nebraska, is the owner of the following described personal property, to wit:

Vehicles/Equipment to be declared as surplus:

<u>Item:</u>	<u>Estimated Value:</u>
Miscellaneous Sports Equipment Bats, Baseballs, Softballs, Helmets, Catcher's Gear	\$500.00

and,

WHEREAS, the City of Wahoo, Nebraska, does not have a present need to retain ownership of said above described personal property, and,

WHEREAS, the City of Wahoo, Nebraska, deems it in the best interests of the citizens of the City of Wahoo, Nebraska, that said personal property be disposed of, as set forth herein,

WHEREAS, the City of Wahoo, Nebraska, has determined that the fair market value of the above described personal property is less than \$5,000.00, as stated in the attached Exhibit "A"

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WAHOO, NEBRASKA, AS FOLLOWS:

1. That the above described personal property be sold by either sealed bid and/or public sale on a date, time, as advertised in a Notice of Sale of Personal Property posted in three public places in the City of Wahoo, Nebraska, immediately after the passage of said Resolution and not later than seven (7)

days prior to the sale of said items, as shall be evidenced by a Notice of Posting of the City of Wahoo Clerk, and,

2. That pursuant to Neb. Rev. Stat. §17-503.01, confirmation of the sale of said personal property by an ordinance is not required.

3. That the City of Wahoo, Nebraska, through the Clerk of the City of Wahoo, Nebraska, shall provide a bill of sale and/or certificate of title to the above personal property indicating that said personal property is being sold “as is” without warranty as to fitness or merchantability for any purpose and that buyer thereof assumes all risks from the utilization of said personal property upon buyer’s possession of said items of personal property.

4. That buyer shall receive possession of the above-described items of personal property upon payment in full of the purchase price for each item.

PASSED AND APPROVED this 10th June 2025

Roll call vote Krejci, yes; Sweet, yes; Warford, yes; Ideus, yes; Rappl, yes; Nagle, yes. Motion carried.

The meeting was adjourned at 7:59pm.

Approved:

Christina Fasel, City Clerk

Gerald D. Johnson, Mayor

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
GENERAL FUND						
101-01-550.000 RENTS-LAND/BLDGS/EQUIP						
101-01-550.000 RENTS-LAND/BLDGS/EQUIP	Eakes Office Solutions	contract billing 3/15/25-6/14/25	INV658764	06/15/2025	548.36	.00
Total 101-01-550.000 RENTS-LAND/BLDGS/EQUIP:					548.36	.00
101-01-550.315 GAS & DIESEL - REIMBURSEABLE						
101-01-550.315 GAS & DIESEL - REIMBURSEABLE	Breunig Inc.	624 gal dyed diesel	1667	06/06/2025	1,584.96	.00
101-01-550.315 GAS & DIESEL - REIMBURSEABLE	Breunig Inc.	1906 gal no lead	1667	06/06/2025	5,636.04	.00
Total 101-01-550.315 GAS & DIESEL - REIMBURSEABLE:					7,221.00	.00
101-01-550.985 NUISANCE ABATEMENT EXPENSE						
101-01-550.985 NUISANCE ABATEMENT EXPENSE	Revolving Fund	nuisance mailings	2JUN25	06/15/2025	77.44	.00
Total 101-01-550.985 NUISANCE ABATEMENT EXPENSE:					77.44	.00
101-01-554.630 BUILDING MAINTENANCE						
101-01-554.630 BUILDING MAINTENANCE	Baltz, Susan	2 weeks office cleaning	2JUN25	06/15/2025	400.00	.00
101-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Towels, mop head, Paper towles	5578045	06/10/2025	101.68	.00
101-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	City Hall Mats	5582395	06/17/2025	63.77	.00
101-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	City Hall Towels, mop head	5587164	06/24/2025	94.98	.00
Total 101-01-554.630 BUILDING MAINTENANCE:					660.43	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Caselle, Inc.	Contract Support and maintenance charges 7/1/25-7/31/25	INV-07151	06/01/2025	1,152.65	.00
Total 101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					1,152.65	.00
Total GENERAL FUND:					9,659.88	.00
POLICE FUND						
102-01-550.310 MATERIALS & SUPPLIES						
102-01-550.310 MATERIALS & SUPPLIES	Bomgaars	steering wheel cover	27290628	05/25/2025	14.99	.00
Total 102-01-550.310 MATERIALS & SUPPLIES:					14.99	.00
102-01-550.320 POSTAGE						
102-01-550.320 POSTAGE	Revolving Fund	PD postage	2JUN25	06/15/2025	55.65	.00
Total 102-01-550.320 POSTAGE:					55.65	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Windstream Corporation	Acct #092217725 PD internet	JUNE25PD	06/16/2025	158.52	.00
Total 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					158.52	.00
102-01-554.640 CAR/TRUCK MAINTENANCE						
102-01-554.640 CAR/TRUCK MAINTENANCE	Cuda's Auto & Towing, Inc	new plugs and wires for unit 50	10531	05/21/2025	843.00	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 102-01-554.640 CAR/TRUCK MAINTENANCE:					843.00	.00
102-01-554.650 EQUIPMENT MAINTENANCE						
102-01-554.650 EQUIPMENT MAINTENANCE	Stryker Sales LLC	AED batteries x3	9209128407	04/29/2025	717.60	.00
Total 102-01-554.650 EQUIPMENT MAINTENANCE:					717.60	.00
102-01-940.720 OTHER EQUIPMENT						
102-01-940.720 OTHER EQUIPMENT	Ambitec Inc. DBA RTS Tact	ballistic Shield	INV2969	06/16/2025	2,111.97	.00
Total 102-01-940.720 OTHER EQUIPMENT:					2,111.97	.00
Total POLICE FUND:					3,901.73	.00
STREET FUND						
103-01-550.310 MATERIALS & SUPPLIES						
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	shop supplies	27294791	06/03/2025	9.48	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	paint brushes	27295475	06/05/2025	9.98	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	welding lenses	27301255	06/18/2025	7.78	.00
Total 103-01-550.310 MATERIALS & SUPPLIES:					27.24	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Charter Communications	Acct #156543701 Street Dept internet	156543701061	06/14/2025	150.00	.00
Total 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					150.00	.00
103-01-550.390 MEMBERSHIP & CERTIF. DUES						
103-01-550.390 MEMBERSHIP & CERTIF. DUES	Revolving Fund	2025 NE Mopsquito and vector control membership dues x2	2JUN25	06/15/2025	90.00	.00
Total 103-01-550.390 MEMBERSHIP & CERTIF. DUES:					90.00	.00
103-01-550.530 PAVEMENT MARKING						
103-01-550.530 PAVEMENT MARKING	Diamond Vogel Paint	line marking paint	501540268	06/10/2025	1,893.00	.00
103-01-550.530 PAVEMENT MARKING	Diamond Vogel Paint	orange special paint for 1st and Broadway	501540279	06/10/2025	176.64	.00
Total 103-01-550.530 PAVEMENT MARKING:					2,069.64	.00
103-01-554.630 BUILDING MAINTENANCE						
103-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	St. mats	5578043	06/10/2025	31.15	.00
103-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	St. mats	5582394	06/17/2025	31.12	.00
103-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	St. mats	5587162	06/24/2025	31.20	.00
Total 103-01-554.630 BUILDING MAINTENANCE:					93.47	.00
103-01-554.640 CAR/TRUCK MAINTENANCE						
103-01-554.640 CAR/TRUCK MAINTENANCE	Cuda's Auto & Towing, Inc	Towed truck for street dept	10350	05/07/2025	400.00	.00
103-01-554.640 CAR/TRUCK MAINTENANCE	NMC Exchange Inc	seal less credit on account from 4/28/25	CUI1487639	05/19/2025	67.17	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 103-01-554.640 CAR/TRUCK MAINTENANCE:					467.17	.00
103-01-554.680 RESURFACING & STREET MAINT.						
103-01-554.680 RESURFACING & STREET MAINT.	J&F Concrete Partners LL	street repair 4th and elm	166	06/03/2025	17,985.00	.00
103-01-554.680 RESURFACING & STREET MAINT.	J&F Concrete Partners LL	street repair 5th and walnut	167	06/17/2025	15,934.00	.00
Total 103-01-554.680 RESURFACING & STREET MAINT.:					33,919.00	.00
103-01-940.710 VEHICLES						
103-01-940.710 VEHICLES	Kobza Motors Inc	2015 Ram 2500	983043	06/24/2025	21,500.00	.00
Total 103-01-940.710 VEHICLES:					21,500.00	.00
103-09-550.310 MATERIALS & SUPPLIES						
103-09-550.310 MATERIALS & SUPPLIES	Bomgaars	street light repair	27288622	05/21/2025	42.99	.00
Total 103-09-550.310 MATERIALS & SUPPLIES:					42.99	.00
Total STREET FUND:					58,359.51	.00
CEMETERY FUND						
104-01-550.310 MATERIALS & SUPPLIES						
104-01-550.310 MATERIALS & SUPPLIES	Bomgaars	paint brushes	27288588	05/21/2025	10.48	.00
104-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	cleaning supplies	A308691	05/19/2025	38.44	.00
104-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	straw blanket and nozzle	A311471	06/19/2025	38.98	.00
104-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	hose and nozzle	A311576	06/20/2025	71.98	.00
104-01-550.310 MATERIALS & SUPPLIES	Wahoo Utilities	Reimburse phone case purchase for Cemetery purchased on wrong amazon acct	62425	06/24/2025	22.45	.00
Total 104-01-550.310 MATERIALS & SUPPLIES:					182.33	.00
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Omaha Public Power Distri	Cemetery electrical service charge	JUNE25	06/11/2025	41.44	.00
Total 104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					41.44	.00
104-01-554.620 LAND MAINTENANCE						
104-01-554.620 LAND MAINTENANCE	Bomgaars	flowers for cemetery	27289656	05/23/2025	132.92	.00
104-01-554.620 LAND MAINTENANCE	Bomgaars	flowers for cemetery	27289744	05/23/2025	32.97	.00
Total 104-01-554.620 LAND MAINTENANCE:					165.89	.00
Total CEMETERY FUND:					389.66	.00
FIRE FUND						
106-01-550.000 RENTS-LAND/BLDG./EQUIP.						
106-01-550.000 RENTS-LAND/BLDG./EQUIP.	Hometown Leasing	6 months copier rent April-Sept	JUN25	06/24/2025	132.00	.00
Total 106-01-550.000 RENTS-LAND/BLDG./EQUIP.:					132.00	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	US Cellular	Acct #854313757	0735872995	06/10/2025	77.39	.00
Total 106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					77.39	.00
106-01-550.380 TOOLS						
106-01-550.380 TOOLS	Bomgaars	bandsaw, grinder, batteries	27290083	05/24/2025	539.98	.00
Total 106-01-550.380 TOOLS:					539.98	.00
106-01-550.410 EDUCATION & TRAINING EXPENSE						
106-01-550.410 EDUCATION & TRAINING EXPENSE	Ramada Midtown Conferen	Hotel Craig Wagner NE Fire School	7450	05/18/2025	488.85	.00
106-01-550.410 EDUCATION & TRAINING EXPENSE	Ramada Midtown Conferen	Hotel Gary Hansson NE Fire School	7511	05/18/2025	488.85	.00
Total 106-01-550.410 EDUCATION & TRAINING EXPENSE:					977.70	.00
106-01-550.990 OTHER MISC. OPERATING EXPENSE						
106-01-550.990 OTHER MISC. OPERATING EXPENSE	Bomgaars	water x72	27285703	05/15/2025	200.88	.00
Total 106-01-550.990 OTHER MISC. OPERATING EXPENSE:					200.88	.00
106-01-554.620 LAND MAINTENANCE						
106-01-554.620 LAND MAINTENANCE	Simons Home Store	sprinklers	A311266	06/18/2025	5.99	.00
Total 106-01-554.620 LAND MAINTENANCE:					5.99	.00
106-01-554.630 BUILDING MAINTENANCE						
106-01-554.630 BUILDING MAINTENANCE	Bomgaars	hoses	27292883	05/30/2025	123.96	.00
Total 106-01-554.630 BUILDING MAINTENANCE:					123.96	.00
106-01-554.640 CAR/TRUCK MAINTENANCE						
106-01-554.640 CAR/TRUCK MAINTENANCE	O'Reilly Automotive, Inc.	razor blades and scraper	5646-303667	05/09/2025	19.47	.00
Total 106-01-554.640 CAR/TRUCK MAINTENANCE:					19.47	.00
106-01-554.650 EQUIPMENT MAINTENANCE						
106-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	chainsaw repair	27291858	05/27/2025	53.82	.00
106-01-554.650 EQUIPMENT MAINTENANCE	Macqueen Equipment, LLC	gear repair	P49534	05/27/2025	224.90	.00
Total 106-01-554.650 EQUIPMENT MAINTENANCE:					278.72	.00
106-01-940.720 OTHER EQUIPMENT						
106-01-940.720 OTHER EQUIPMENT	Macqueen Equipment, LLC	port lights 530/550	P49955	06/04/2025	1,512.48	.00
106-01-940.720 OTHER EQUIPMENT	Macqueen Equipment, LLC	Gear	P50362	06/12/2025	740.15	.00
Total 106-01-940.720 OTHER EQUIPMENT:					2,252.63	.00
Total FIRE FUND:					4,608.72	.00

LIBRARY FUND

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Charter Communications	Acct # 116378301 Library Internet	116378301060	06/01/2025	124.98	.00
Total 108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					124.98	.00
108-01-550.560 BOOKS						
108-01-550.560 BOOKS	Baker & Taylor Enterlainme	Books	2039112280	06/02/2025	53.33	.00
108-01-550.560 BOOKS	Baker & Taylor Enterlainme	Books	2039123147	06/06/2025	72.00	.00
108-01-550.560 BOOKS	Center Point Publishing	Book	168066174731	06/16/2025	201.42	.00
108-01-550.560 BOOKS	Revolving Fund	Paid out for stork walk	2JUN25	06/15/2025	13.41	.00
Total 108-01-550.560 BOOKS:					340.16	.00
108-01-554.630 BUILDING MAINTENANCE						
108-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Library Mats	5582406	06/17/2025	26.83	.00
108-01-554.630 BUILDING MAINTENANCE	Simons Home Store	light bulb for staff bathroom	A310444	06/09/2025	14.49	.00
Total 108-01-554.630 BUILDING MAINTENANCE:					41.32	.00
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Biblionix LLC	Apollo software (7/16/25-7/15/26)	11205	06/19/2025	2,480.00	.00
Total 108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					2,480.00	.00
Total LIBRARY FUND:					2,986.46	.00
DEBT SERVICE FUND						
110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Caselle, Inc.	Contract Support and maintenance charges 7/1/25-7/31/25	INV-07151	06/01/2025	207.80	.00
Total 110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					207.80	.00
Total DEBT SERVICE FUND:					207.80	.00
EMS						
121-01-550.000 RENTS-LAND/BLDG./EQUIP.						
121-01-550.000 RENTS-LAND/BLDG./EQUIP.	Hometown Leasing	6 months copier rent April-Sept	JUN25	06/24/2025	132.00	.00
Total 121-01-550.000 RENTS-LAND/BLDG./EQUIP.:					132.00	.00
Total EMS:					132.00	.00
Grand Totals:					80,245.76	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
----------------------	-------------	-------------	----------------	--------------	--------------------	-------------

Dated: _____

Mayor: _____

City Administrator: _____

City Council : _____

Section 5.19 LWC – Lake Wanahoo Conservation District

5.19.01 *Intent:*

The intent of this district is to establish development standards that will allow for the continuation of existing land uses while protecting the public's interest. This District shall provide for the possible construction of a flood control and flood mitigation structure on Sand Creek and provide for public outdoor recreation and open space opportunities adjacent to said project. As the primary purpose of this district is the conservation of the area encompassed within this District, as it presently exists, with the addition thereto of a flood control and flood mitigation structure, it is intended that all requests to rezone any of the area within this District shall be permitted only if such requested change or rezoning preserves and/or protects the integrity and character of said District.

5.19.02 *Permitted Uses:* The following shall be permitted as uses by right:

1. Agricultural uses, excluding the expansion of existing or development of new intensive livestock facility operations exceeding one animal unit per acre.
2. Flood control and flood mitigation projects.
3. Public parks and recreational areas.
4. Community buildings and/or facilities owned and/or occupied by public agencies.
5. Signs in accordance with Section 7.06 – 7.09

5.19.03 *Conditional Uses:* A building or premises may be used for the following purposes in the LWC Lake Wanahoo Conservation District if a Conditional Use Permit for such use has been obtained in accordance with Article 6 of these regulations.

1. Single family farm dwellings
2. Accessory structures

5.19.04 *Minimum Area Requirements*

1. Same as TA - Transitional Agriculture District

CITY OF WAHOO, NEBRASKA -- APPLICATION FOR MINOR SUBDIVISION
(LOT SPLIT)

(All items must be filled out completely before acceptance of this application for processing)

1. Owner's Name:
Noha Estate ETAL Vivian Nohy
Vivian Noha
Address P.O. Box 175
Colon, Ne.
Telephone No. (Home) 402-277-0653
(Business) _____

2. Present Use of Subject Property:
Residential/Farmground
3. Desired Use of Subject Property:
Residential/Farmground
4. Present Zoning:
Transitional Ag

5. Legal Description of Property: See Attached Survey

6. Area of Subject Property (square feet and/or acres): 4.62 Acres

7. Exhibits attached to this application: Two copies of Record of Survey prepared by a registered land surveyor, including site plan showing existing structures, and the precise nature, location and dimensions of the proposed minor subdivision.

Signature of owner: V. J. Nohy
or
Signature of Authorized Agent: _____

Date submitted: 5-15-25
Filing fee paid: \$ 50
CRITERIA:
 No new street or alley needed or proposed
 No vacation of street, alley, setback lines, access control or easements
 No significant increase in service requirements (utilities, school, traffic control, street, repaving)
 Street right-of-way complies with requirements
 Easements comply with requirements
 Tracts created have direct access to a street
 Lots or parcels created are in conformance with zoning regulations, and are not substandard size
 Record of Survey meets requirements
This lot split Approved Disapproved on _____ by _____
Building Inspector/Zoning Administrator

NOTE: UPON APPROVAL BY BUILDING INSPECTOR/ZONING ADMINISTRATOR, IT IS THE RESPONSIBILITY OF APPLICANT TO FILE RECORD OF SURVEY AND PAY FILING FEE FOR LOT SPLIT WITH THE REGISTER OF DEEDS.

Recp. 0030466 pd 5/15/25

**CITY OF WAHOO
APPLICATION FOR CHANGE OF ZONING**

Applicant's Name Noha Estate Vivian Noha ETAL Vivian Novotny
 Applicant's Address 102 S. 2nd Colon, NE
 Phone Number(s): 402-277-0653
 Address or location of property to be rezoned 1488 Co. Rd. 16

Legal description of property to be rezoned See Attached

Area of property (Sq Ft or Acres) 4.62 Acres.
 Current use of property Transitional Ag. - Agriculture w/house
 Proposed use of property Sell off house for Acreage
 Present zoning Transitional Ag. Requested zoning Large Lot Residential
 Current zoning and use of adjoining properties:
 North: Transitional Ag. South: Transitional Ag.
 East: " " West: " "

Designated use of property on Future Land Use Map and Wahoo Comprehensive plan: Industrial

Applicant must furnish a survey plat of property proposed to be rezoned, and site plan showing existing and proposed structures, easements, water courses, curb cutbacks, etc.

Under the provisions of the City of Wahoo Zoning Regulations, the undersigned hereby applies for a change of zoning. This application authorizes representatives of the City of Wahoo to enter the above property for purposes of inspection, examination, and investigation related to this application, and posting of signs as required by Zoning Regulations.

Date: 5-15-25 Signed: Vivian J. Novotny
Owner or authorized agent
 Address: PO Box 175
Colon Ne. 68018
 Phone: 402-277-0653

FEE: \$ 250 Receipt # 0030469

Publication fees will be billed to applicant

Date of Hearing (Planning Commission) June 5th, 2025. Approved Denied
 Date of Hearing (City Council) _____, 20____. Approved Denied

Zoning Administrator

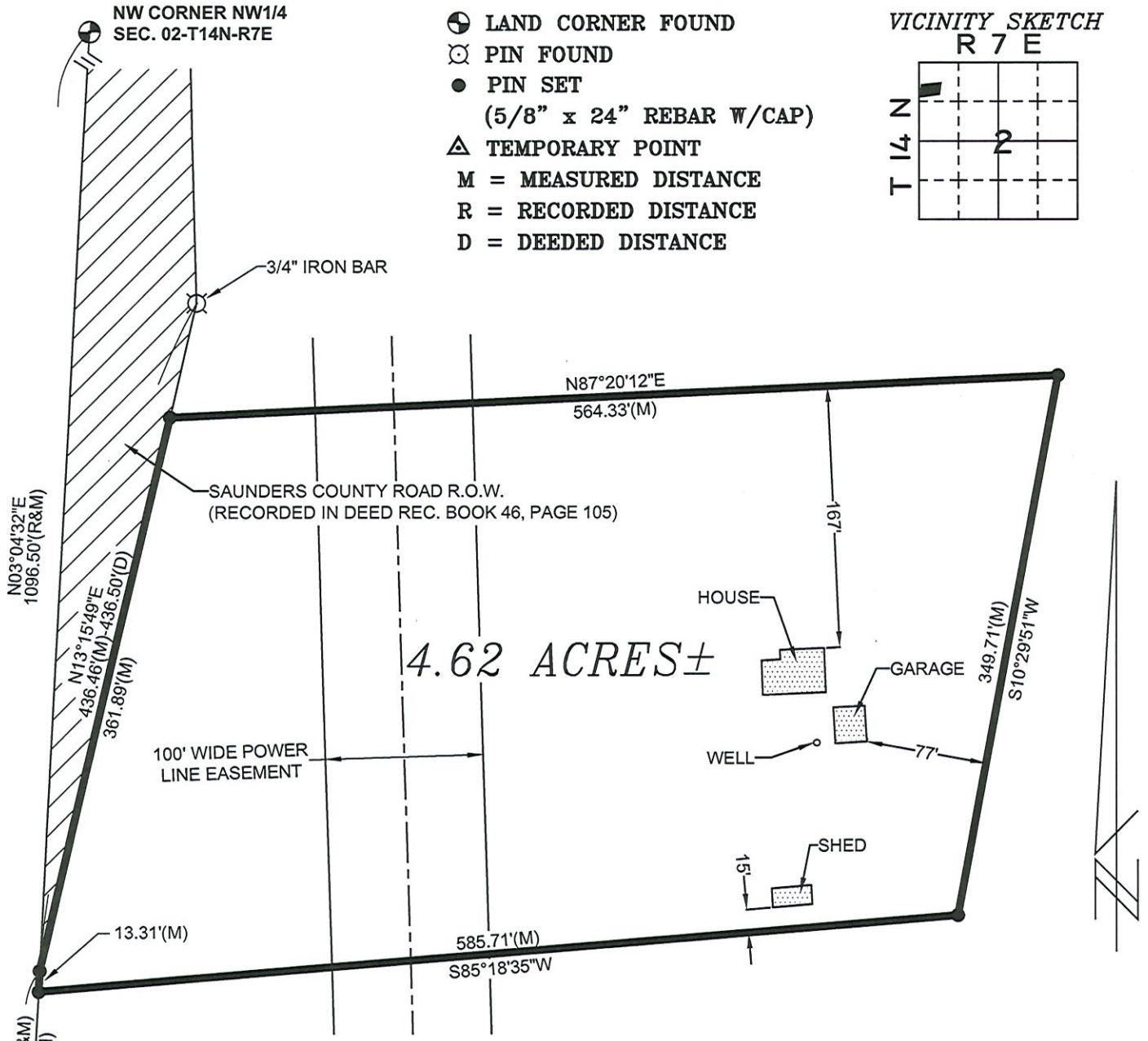
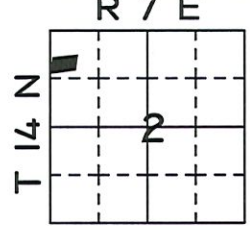
(Rev. 3/27/2018)

Pd 5-15-25

NW CORNER NW1/4
SEC. 02-T14N-R7E

- ⊙ LAND CORNER FOUND
- ⊙ PIN FOUND
- PIN SET
(5/8" x 24" REBAR W/CAP)
- △ TEMPORARY POINT
- M = MEASURED DISTANCE
- R = RECORDED DISTANCE
- D = DEEDED DISTANCE

VICINITY SKETCH



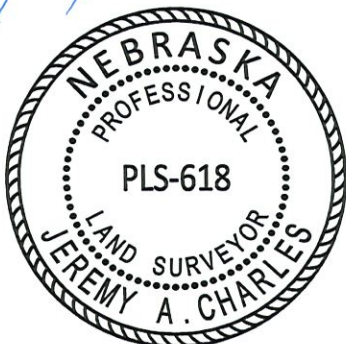
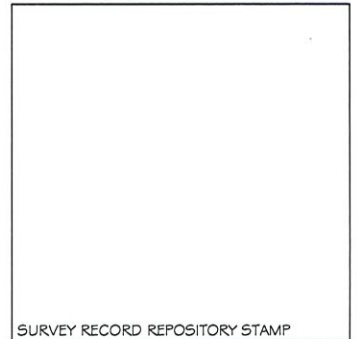
LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, THENCE N03°04'32"E, (ASSUMED BEARING), ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 103.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N03°04'32"E, ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 13.31 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 16 DEEDED TO SAUNDERS COUNTY IN DEED BOOK 46, PAGE 105; THENCE N13°15'49"E, ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 361.89 FEET; THENCE N87°20'12"E, A DISTANCE OF 564.33 FEET; THENCE S10°29'51"W, A DISTANCE OF 349.71 FEET; THENCE S85°18'35"W, A DISTANCE OF 585.71 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 4.62 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JEREMY A. CHARLES, NEBRASKA PROFESSIONAL LAND SURVEYOR No. 618, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AS BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY. PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS AS SHOWN ON THE PLAT AND ARE DESCRIBED IN THE LEGEND. ALL BEARINGS SHOWN ON THE PLAT ARE ASSUMED AND WERE USED FOR DESCRIPTIVE PURPOSES ONLY, THEY SHOULD NOT BE RELIED ON TO DETERMINE CARDINAL DIRECTIONS. ALL DIMENSIONS ARE CHORD MEASUREMENTS AND ARE IN FEET AND DECIMALS OF A FOOT. ALL ANGLES AND DISTANCES WERE MEASURED WITH AN SPECTRA PRECISION SP80 GPS, NIKON MODEL DTM-520 TOTAL STATION AND/OR A 200-FOOT SOKKIA NYCLAD TAPE.

JEREMY A. CHARLES L.S. 618



CHARLES SURVEYING LLC.
 JEREMY A. CHARLES
 21 N. 3RD CIRCLE
 MEAD NE 68041
 (402) 443-6955

SURVEY RECORD	scale:	1"=100'
	date:	04/14/2025
	drawn by:	JC
	field wk:	JC/CB
	sheet:	1 of 2

PT. NW1/4 NW1/4 SECTION 2 T14N R7E
 OF THE 6TH P.M., SAUNDERS COUNTY, NEBRASKA.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Saunders County of Nebraska
AND
City of Wahoo – Fire and EMS Department**

Grant No (referred to as “Award”): 15JCOPS-24-GG-02221-TECP

EQUIPMENT MANAGEMENT, MAINTENANCE, AND TRAINING

This Memorandum of Understanding (MOU) is made and entered into as of 6/24/2025, by and between Saunders County (hereinafter referred to as "County") and City of Wahoo – Fire and EMS Department (hereinafter referred to as "Department").

1. Purpose

The purpose of this MOU is to establish the responsibilities and terms under which the Department will use radio communication equipment owned by the County. This includes the Department’s responsibility for maintenance, upkeep, and associated costs for the radios while in their possession

2. Radio Communication Equipment & Supplies

The County will provide the Department with the following radio communication equipment for use in daily operations:

- Portable radios
- Mobile radios
- Base station radios
- Radio batteries and chargers
- Accessories (e.g., headsets, microphones)

The Department agrees to use the radios and accessories solely for official Fire Department operations and for no other purposes. The radios are the property of the County, but the Department is solely responsible for their maintenance, upkeep, and all associated costs during the period they are in the Department's possession.

3. Radio Communication Equipment Inventory

The County will provide the Department with the radio communication equipment outlined in the attached **Equipment List** (Appendix A). This list specifies the equipment the Fire Department will receive and for which they will be fully responsible.

By signing this MOU, the Fire Department acknowledges receipt of the equipment listed in the attached **Equipment List** (Appendix A) and accepts responsibility for its upkeep, maintenance, and any costs incurred during its use, as outlined in this agreement. The County and the Fire Department agree to the specified inventory of equipment, which will be provided, maintained, and used for the operation of fire services. This equipment inventory list will be reviewed and updated annually, or as required:

The Department shall maintain a comprehensive and up-to-date inventory record for all equipment, which includes serial numbers, purchase dates, location, usage, and the condition of each item. The inventory must also document the disposition status of equipment, including the date and details of any disposal.

3. Equipment Upkeep and Maintenance

The Department agrees to ensure that all listed equipment is maintained in safe and functional condition. The responsibilities for upkeep and maintenance include, but are not limited to:

- **Regular inspections:** Department personnel will conduct routine inspections of all equipment monthly to ensure it is operational and safe.
- **Repairs and replacement:** Risk of loss is with the Department. Any damaged, worn, or non-functional equipment will be repaired or replaced as soon as possible at the Department's expense. Any disposed equipment must be promptly reported to the County, including a detailed explanation of the date and the reason for its disposal.
- **Manufacturer guidelines:** Equipment will be maintained and serviced according to manufacturer guidelines, including necessary repairs, parts replacement, and regular servicing intervals.
- **Log records:** All maintenance and repair activities will be documented in maintenance logs, which will be submitted to the County annually or upon request.

4. Training

The Department will ensure that all personnel receive adequate training for the operation and use of the provided equipment. The Department will maintain training records, including the names of personnel trained, dates of training, and the type of equipment covered. Training logs will be made available to the County upon request.

5. County Responsibilities

The County agrees to:

- **Provide Radio Equipment:** Supply the Department with the necessary radios and accessories for operational use, in accordance with the approved inventory.
- **Ownership of Equipment:** Retain title and ownership of all radios and associated equipment provided to the Department under this agreement.
- **Insurance Coverage of Equipment:** The County shall maintain insurance coverage, as determined by its standard risk management policies, for the radio equipment provided under this grant during the grant period. Participating departments shall be responsible for any damages or losses to the equipment that are not covered by the County's insurance policy, including but not limited to damages resulting from negligence, misuse, or theft beyond the scope of the policy's coverage.
- **Grant Equipment Management:** Manage all administrative and compliance responsibilities related to radio equipment obtained through grants. This includes:
 - Ensuring compliance with grant requirements and reporting obligations.
 - Documenting and maintaining records related to grant-funded equipment.
 - Coordinating with grant agencies for audits, inventory verifications, or other requirements.
 - Notifying the Department of any specific terms or conditions associated with grant-funded equipment.
- **Support and Guidance:** Provide initial guidance on the setup and basic operation of the radios at the time of distribution.

6. Hold Harmless Provision

The Department will hold the county harmless for any claims related to the use of the equipment/supplies.

7. NO WARRANTIES. The County makes no warranties expressed nor implied, for merchantability or for a particular purpose on the condition or functionality of the equipment provided.

The equipment may have manufacture warranties that could apply, but the County extends no warranties to the Fire Department.

The Fire Department takes the equipment **AS IS**.

7. Term and Renewal

This MOU will be in effect for a period of 2 years or the life of the award, whichever comes first, commencing on the date of execution. The MOU may be renewed for successive terms by mutual written consent of both parties.

8. Dispute Resolution

In the event of any dispute arising under this MOU, the parties agree to resolve the matter through informal negotiations. If the dispute cannot be resolved through negotiation, the parties may seek alternative dispute resolution methods, such as mediation or arbitration, as appropriate.

9. Amendment

This MOU may be amended or modified only by a written agreement signed by authorized representatives of both the County and the Department.

10. Termination

Either party may terminate this MOU by providing [30/60] days' written notice to the other party. In the event of termination, all equipment and training responsibilities shall be completed as agreed until the termination date.

11. Signatures

This MOU is signed by the following authorized representatives:

For [County Name]:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Signature: _____

Date: Click or tap to enter a date.

For [Department Name]:

Name: Gerald D. Johnson

Title: Mayor, City of Wahoo

Signature: _____

Date: 6/24/2025

EXHIBIT "A"
Legal Description of the Project Site

The Project Site consist of two (2) lots legally described as follows:

Approximate Phase One Project Site – PID 6480000

Block Two (2), Dickinsons Addition, City of Wahoo, Saunders County, Nebraska.

Approximate Phase Two Project Site – PID 6482500

Block Five (5), Dickinsons Addition, City of Wahoo, Saunders County, Nebraska.

The general location of the Project Site is identified below:



Prior to the commencement of Phase Two of the Project, the Project Site will be replatted so that the private improvements are all located on one lot. This lot will be subjected to a condominium regime to create separate tax parcels for each Phase. The area in the southeast corner of parcel 6482500 will be retained by the CDA and conveyed to the City as a public park.

EXHIBIT "B"
Preliminary Site Plan

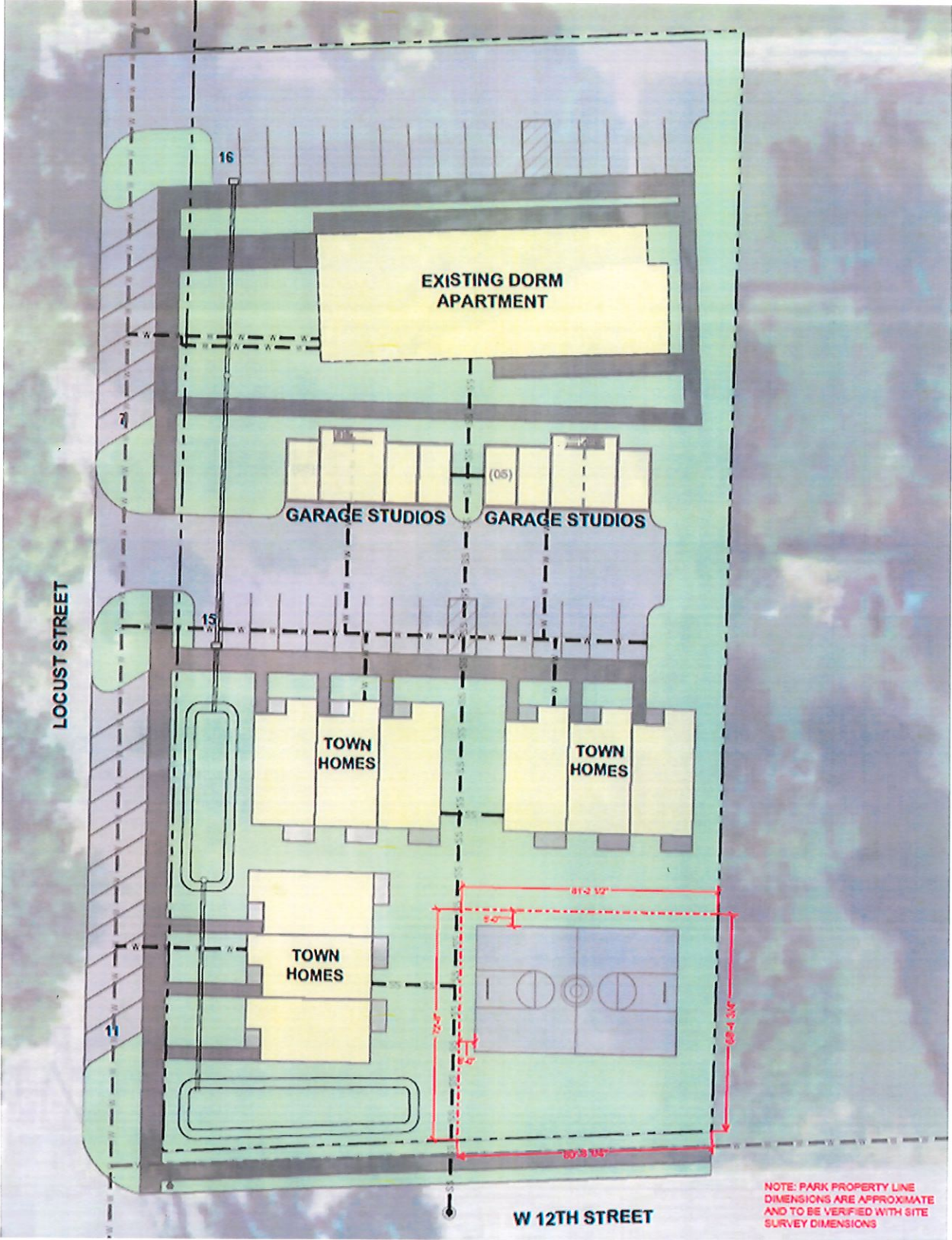
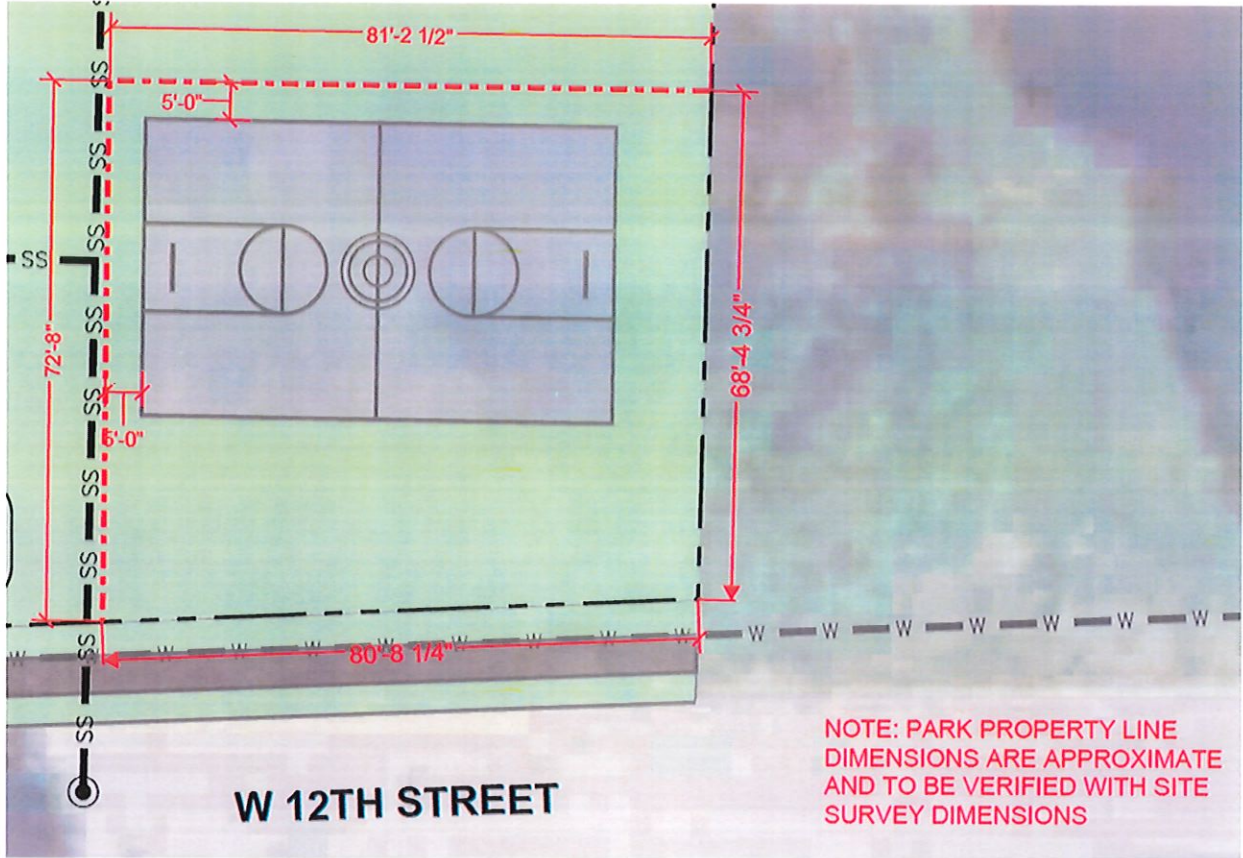


Exhibit "B"

Prior to the commencement of Phase Two of the Project, the Project Site will be replatted so that the private improvements are all located on one lot. This lot will be subjected to a condominium regime to create separate tax parcels for each Phase. The area in the southeast corner of the site plan will be conveyed to the City as a public park, as shown below:



**BASKETBALL COURT /PARK
ZOOMED SITE PLAN**

The Wahoo Board of Adjustment met in regular session and in accordance with published Notice of Public Hearing on request for variance and with agenda posted at City Hall, Post Office, and First Bank of Nebraska and was called to order by Chairperson Glen Wilcox at 6:03 p.m. The public was advised of the posted information regarding the State Open Meetings Act and Title VI. The following members were present and answering roll call: Mark Sutton, Chad Aldrich, Glen Wilcox, and Paul Eddie. Absent: Eric Thomalla, Louis Austin. Also present was Travis Beavers, Zoning Administrator and Jovan Lausterer, City Attorney.

Aldrich nominated, Eddie seconded Glen Wilcox as Chairman. Eddie nominated, Wilcox seconded Chad Aldrich to be Vice-Chairman of the Board. Both nominations were accepted. Roll call vote: Aldrich, yes; Eddie, yes; Sutton, yes; Wilcox, yes; Thomalla, absent and not voting; Austin, absent and not voting. Motion carried.

Wilcox covered the duties and responsibilities of the Board of Adjustments.

Wilcox asked for any changes to the agenda. There were none. Wilcox declared the agenda approved.

Eddie motioned, Sutton seconded to approve the minutes from the September 23, 2024, meeting of the Board of Adjustments.

Beavers informed the Board on the status of the last variance request. A permit had been pulled and a quote for the proposed work had come in at less than the 50% valuation of the property.

Wilcox opened the public hearing on a variance request submitted by Rick Dorothy for a stairway built within a platted alley at the address commonly known as 1119 N Spruce Street at 6:07pm. Rick Dorothy spoke to the application. He explained that he had previously received permission for the parking for this address to stay in the alley and that sidewalks do not require permits, so he had assumed that he did not need permission to use the alley for the sidewalk to the residences. This location would allow tenants to have the most direct access and would be less of a hazard in the winter months. He also noted that there has been no history of issues accessing the utilities within that alley. Dorothy stated that he would be willing to remove and replace the sidewalk at his own expense if there was a need to.

City Administrator Harrell reported that Mr. Dorothy had been given an opportunity to go in front of the City Council with a request for an easement in the alleyway. At the February meeting Dorothy did not attend and the City Council voted not to allow an easement and directed Mr. Dorothy to remove the sidewalk/stairway in a five-to-one vote. Harrell also noted that there is a utility pole located in the area that may likely need to be replaced within the next couple of years.

Beavers entered the following exhibits: 1. The notice of publication of the meeting notice for the Board of Adjustments meeting, 2. The zoning regulations addressing the use of right of way. 3. The specific section of the zoning regulations detailing the rights and responsibilities of the Board of Adjustments, 4. The application for variance submitted by Rick Dorothy, 5. The guidelines for the Board of Adjustments, 6. The minutes of the February 11, 2025, meeting of the City Council, 7. Emails between City Administrator Harrell and Rick Dorothy regarding the direction from the City to remove the stairs, decision from the City Council and the steps that he could take to request an appeal, 8. A letter from Rick Dorothy requesting the easement with pictures of the sidewalk/stairway in question.

Beavers spoke about the history of the parking area. He advised that the parking had existed before this project had been proposed and that the approval from the City Council regarding the parking had only been to allow that existing parking to count towards the total parking requirements. This parking area had been established before a parking approval process existed.

Eddie motioned and Sutton seconded to close the public hearing at 6:39pm. Roll call vote: Aldrich, yes; Eddie, yes; Sutton, yes; Wilcox, yes; Thomalla, absent and not voting; Austin, absent and not voting. Motion carried.

Sutton asked for clarification about easement into the area. Lausterer defined a revocable easement. Eddie asked about liability and Lauster commented that the city could be held liable if the variance was approved because the city allowed it to exist in the public space.

Lauster restated that this is essentially a question of undue hardship versus convenience and that the Board were to consider approval of a variance they would want to indicate that there still be access to utilities and that any liability be removed from the city.

Eddie stated that he looked at the property and that there are other vehicles that use that area as parking and that there is a tree within the alley that would prevent it from being accessed. Wilcox agreed with Eddie's statements and expressed that he would have preferred that the owner ask for permission and not forgiveness in this issue.

Wilcox asked if there were plans for a rail. Dorothy stated that if it was required, they would put a rail in.

Eddie motioned, seconded by Aldrich approval of a conditional variance subject to revocation by the city, contingent on a handrail to be installed by applicant and an indemnification signed in favor of the city. Reasoning provided for the motion was due to the undue hardship and safety risks for future tenants created by an access point into the building adjacent to the subject matter sidewalk.. Roll call vote: Aldrich, yes; Eddie, yes; Sutton, yes; Wilcox, yes; Thomalla, absent and not voting; Austin, absent and not voting. Motion carried.

There was no old business.

Discussion was held regarding establishing a standing quarterly meeting. The Board was in favor. Quarterly meetings will be scheduled for the first Monday of the second month of the quarter unless there is a holiday on which it will be the second Monday. City Clerk Fasel will send out calendar invites.

Meeting adjourned at 6:58 p.m.

Christina Fasel
City Clerk



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

Under the authority of the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13 of the Nebraska Revised Statutes, this Mutual Aid Agreement is hereby entered into by the communities and the rural/suburban/special fire districts within Douglas County Nebraska, Sarpy County Nebraska, Cass County Nebraska, Washington County Nebraska, Dodge County Nebraska, Saunders County Nebraska, and Pottawattamie County Iowa, as described in Section 1 below.

WHEREAS, The Interlocal Cooperation Act, Nebraska Revised Statutes Chapter 13, Article 8 (the "Act"), authorizes two or more political subdivisions to form a separate legal entity by an interlocal agreement such as this Agreement, and once formed, that entity holds any of the legal powers and authorities of either of the forming entities, as may be set forth in, or limited by, such interlocal agreement; and

WHEREAS, the Act authorizes local government agencies to enter into agreements in a cooperative undertaking for purposes of providing services to each other; and,

WHEREAS, the entities described in Section 1 below desire to create an association so that they may work together and mutually cooperate in fighting fires and responding to other emergencies which assume or threaten to assume proportions beyond the capacity of the fire and EMS defenses of any individual town, rural or suburban fire district, or of any community; and,

WHEREAS, the signatories to this Agreement have agreed to create the Tri-Mutual Aid Fire Fighters Association for purposes of providing this assistance to each other; and,

WHEREAS, this Agreement contemplates that these entities will provide mutual aid and protect the safety and lives of the property within the various communities from fire loss, medical emergencies, natural and man-made disasters, as set forth in this Agreement; and,

WHEREAS, Nebraska Law also provides that the parties may contemplate reimbursement for services and assistance rendered to other governmental agencies should such mutual aid extend beyond the agreed upon time; and,

WHEREAS, the Agreement also details the process by which the entities may recover from each other, and may seek reimbursement when contemplated under the Nebraska Emergency Management Act (NEMA) and the Federal Emergency Management Act (FEMA); and,

WHEREAS, the signatories to this Agreement have agreed as described herein.

NOW, THEREFORE, BASED ON THE PREMISES DESCRIBED HEREIN, THE PARTIES AGREE AS FOLLOWS:



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

1. Tri-Mutual Aid Fire Fighters Association. The signatories to this Agreement comprise the Tri-Mutual Aid Fire Fighters Association ('Association'), which is made up of the communities and rural/suburban/special fire protection districts of Douglas, Sarpy, Cass, Washington, Dodge and Saunders Counties of Nebraska and Pottawattamie County of Iowa, namely:

Springfield	Louisville	Waterloo
Carter Lake	Ponca Hills	Blair
Elkhorn Fire District	Omaha Airport Authority	Council Bluffs
Papillion	Murray	Ralston
Valley	Yutan	Boys Town
Wahoo	Offutt	Plattsmouth
Bellevue	Omaha	Irvington
Bennington	Fort Calhoun	Fremont
Gretna	Arlington	Fremont Rural
Kennard	Millard Fire District	Ashland

The Tri-Mutual Aid Fire Fighters Association herein shall be governed by a board of directors of three people elected by the member fire departments of the association as provided by the Constitution and By-laws of the Association. The main office of the Association shall be the Secretary-Treasurer of the Association. That office may change at the desire of the Association. A copy of the Constitution and By-laws of the Tri-Mutual Aid Fire Fighters Association shall be maintained in the office of the entity and shall be available for review by any member.

2. Purpose. The purpose of the Tri-Mutual Aid Fire Fighters Association is to better ensure the safety of the lives and property of citizens within communities from fire loss, medical emergencies, and natural disasters. Each entity that is a member of the association initiates their mutual cooperation in fighting fires and other emergencies, which assume or threaten to assume, proportions beyond the capacity of the fire and EMS defenses of any individual town, rural or suburban fire protection district, or of any community or mutual aid association adjoining the Tri-Mutual Aid Fire Fighter Association from which a request for assistance has been made. The entities initiate the assistance to each other in the use of fire apparatus, medic units, specialized units or apparatus, firefighter/EMTs, fire officials, fire, medical or HAZMAT/CBRN (Hazardous Material/Chemical, Biological, Radiological, Nuclear) equipment and any other items the fire defense required to control the fire, medical or HAZMAT/CBRN related emergency or disaster.



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

3. Term Duration and Termination. This Agreement supersedes any prior Interlocal Agreement between the Association and any other agency identified in Section 1. This Agreement shall become effective upon its execution and shall remain in effect for a period of ten (10) years absent further action from any party. Upon expiration, this Agreement may be extended or renewed for an additional term by mutual written Agreement of the party.

This Agreement may be terminated upon mutual written consent of the parties, or any individual party may withdraw from the Association by providing ninety (90) days written notice to the others of its intention to withdraw from the Agreement. At the end of the ninety (90) day period, such entity shall have no further obligation under this Agreement.

This Agreement may also be terminated by a Party for a material breach of the other Party's obligations under this Agreement if such breach is not cured within a reasonable time following written notice to the breaching Party that specifies the material breach or breaches. In no event shall the allowed reasonable time to cure be less than thirty (30) days following receipt of the notice, unless such breach is related to the performance of a duty for which Nebraska statutes prescribe specific dates or timeframes for performance. Following any such failure to cure, the breaching Party may notify the other Party in writing that the Agreement is terminated as to the breaching party effective in one (1) year following receipt of such notice. If any such breach cannot be cured within such allowed time period, but the breaching Party has commenced to cure such breach during such period, then to the fullest extent permitted by applicable law, for so long as the breaching Party diligently pursues cure, the non-breaching Party shall not be permitted to send the termination notice contemplated by the immediately preceding sentence.

4. Obligation of the Parties.
 - a. Provision of Aid and Assistance. When an entity within the Association needs aid or assistance, they shall request assistance that they need from that member or members from whom they need aid or assistance. Pursuant to the terms and conditions set forth in this Agreement, it shall not be construed to impose an obligation on any entity due to this Agreement to provide mutual aid when it has been requested. When requested, an individual entity may deem itself unavailable to respond and shall also inform their requester of its services.
 - b. Designation of Authorized Representative. Each agency who is a party to the Association shall designate an authorized representative. Such designation shall be



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

communicated to all parties upon execution of the Agreement. Such designation may be amended at any time by either party upon timely notice.

- c. Procedure for Requesting Assistance. The request for assistance shall be made by the authorized representative of a recipient agency to the authorized representative of the providing agency. This request must indicate that it is made pursuant to this Agreement.
5. Equipment Available. Parties to this Agreement agree to make all available equipment that they have as part of their stock available to mutual aid requests. Such equipment shall include all fire apparatus, medic units, specialized units or apparatus, firefighters, EMTs, fire officials, fire medical or HAZMAT/CBRN equipment and any other items that might be required to assist in a fire, medical or HAZMAT/CBRN related emergency or disaster.
- a. Supervision and Control. It is understood that any Fire Department that is part of the Association shall retain control of its own forces and that the Fire Chief and/or his/her designated representative of the local Fire Department requesting mutual aid shall be the coordinator, or incident commander, in charge of the entire task force for the duration of an emergency requiring the use of mutual aid. It is understood by the parties that incident command must be established and documented using the required Incident Command System (ICS) form agreed to by the parties (ICS Form 201). It is understood that all agencies that are a party to this Agreement shall operate under the National Incident Management System (NIMS) utilizing the Incident Command System (ICS) to ensure personnel accountability, resource management and ability to request additional resources from within or outside the jurisdictional area of responsibility. Additionally, where and when needed, the entities shall operate under a unified command structure which shall be documented on an ICS Form 201.
 - b. Documentation of Service/Services at Scene. It shall be the responsibility of the requesting department to document the scene specific details and summary of the incident to justify the request and services under this Agreement. Each individual party shall also document all services, personnel, and equipment utilized during an event under this Agreement. This documentation shall be retained for three (3) years following the date of the incident, or if a claim is made under the Nebraska Emergency Management Act (NEMA) or the Federal Emergency Management Act (FEMA) from the project close out date, whichever is later.
6. Reimbursement.



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

- a. Each member of the Tri-Mutual Aid Fire Fighters Association shall be responsible for its own expenses during the first twelve (12) hours of the operational period, except for HAZMAT/CBRN costs, which may always be recoverable. It is understood that the receiving agency shall reimburse the providing agency for the following costs and expenses set forth in this Section incurred by the providing agency because of extending aid and assistance after the operating period of twelve (12) hours. It is further understood that the reimbursement to the providing agency by the receiving agency shall not be conditioned or contingent upon the receiving agency being compensated or reimbursed through a claim made under NEMA or FEMA.

(1.) Personnel. – During the period of assistance, the providing agency shall continue to compensate its employees according to the then prevailing Ordinances, rules, regulations, and agreements, if applicable. During the first twelve (12) hours of the operational period, those expenses shall be considered to have been donated to the receiving agency. However, if the period of assistance exceeds twelve (12) hours, the receiving agency is required to reimburse the providing agency for any compensation owed to the providing agency's employees who are directly involved in the assistance.

(2.) Material, Equipment, Supplies, and Labor. – The providing agency shall be reimbursed for all materials, equipment, supplies, and labor furnished by, used or damaged after the first twelve (12) hours of the operational period. Such reimbursement shall not be conditioned or contingent upon the receiving agency obtaining reimbursement through a claim made under NEMA or FEMA. Any material, equipment and supplies provided during the initial twelve (12) hour operational period shall be considered donated resources. The receiving agency shall not be responsible for reimbursing the providing agency for the cost of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the providing agency's personnel. The providing agency shall be responsible for tracking their own materials, equipment, supplies and any other expenses that may be available for reimbursement. Any equipment damaged while providing mutual aid should be retained and the damage documented by the department providing. When payment is due and further reimbursement is requested, the providing agency shall submit invoices to the receiving agency for all costs and expenses and the receiving agency shall pay the amount due upon reimbursement. In the absence of a reimbursement fee and/or cost schedule for labor and equipment owned by the providing agency being provided to the requesting agency prior to responding to a mutual aid request, the most current and published FEMA Schedule of Equipment Rates



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

(Schedule) and the stipulations in 44 CFR 206.228 shall be used as a basis for reimbursement of same or similar costs and expenses. Prior to their use in mutual aid, if it is determined that there is no same or similar cost or expense rate for equipment owned by the providing agency listed in the Schedule, or if costs, rates, fees or services to be rendered are not stipulated in 44 CFR 206.228, then reimbursement shall be contingent upon the providing agency submitting the anticipated costs, expense or fee to the requesting agency prior to their engagement or use in mutual aid with payment subject to the actual final invoice for such costs, expense or fee. If an agency submits for FEMA reimbursement, the applicable requirements, and stipulations of 2 CFR 200 and 44 CFR 206.228 apply.

(3.) Notwithstanding the above, actual, and reasonable HAZMAT/CBRN costs will be paid to the providing department giving assistance by the receiving department and billed at rates no greater than the providing department's charges for its own jurisdiction. This shall include hazardous material expenses from the moment the operation commences. The receiving department requesting such HAZMAT/CBRN assistance may then recover such costs paid from the responsible party causing or allowing such hazardous materials spill or release.

- b. Record Keeping. The receiving entity shall provide information, directions and assistance for record keeping to the providing agency's personnel. The providing agency shall maintain records and invoices concerning reimbursement. In the event of a declaration of disaster when reimbursement expenses for mutual aid are attempted to be recovered from NEMA or FEMA, it shall be the responsibility of the department requesting assistance to certify and submit all eligible expenses and any accompanying documentation to NEMA/FEMA. The agency providing the assistance shall cooperate in providing that information, such as the billing and payment. The providing agency shall send an invoice for reimbursable costs and expenses, if applicable, together with appropriate documentation as required by the receiving agency, as soon as practical after such costs and expenses have been incurred. In instances where recovery is sought from NEMA or FEMA labor apparatus and equipment rates should be included for the reimbursement rates established by those entities. If those rates are determined not to be appropriate, the agency requesting the payments beyond the reimbursement schedule is responsible for providing the explanation as to why their rates may be unique and higher than the NEMA/FEMA Schedule of Equipment Rates in place at the time.



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

- c. Inspection of Records. All agencies subject to this Agreement shall make their records regarding cost and expenses for assistance provided under this Agreement available for audit upon request at any recipient of service under the Agreement.
7. Liability and Indemnity. Each department subject to this Agreement shall be responsible for any and all claims, damages, causes of action, demands, lawsuits, proceedings, losses, costs, liability, judgments, or expenses, including attorney fees, arising out of, connected with, in consequence of, or resulting from any acts or omissions, whether actual or alleged, whether or not meritorious, of its employees, officers, agents, and volunteers (collectively, their "Personnel") while performing services under this Agreement. Each Party to this Agreement agrees to indemnify and hold harmless any other Party to this Agreement and Tri-Mutual Aid Fire Fighters Association from any and all claims, damages, causes of action, demands, lawsuits, proceedings, losses, costs, liability, judgments, or expenses incurred, including attorney fees incurred in the defense, arising out of, connected with, in consequence of, or resulting from the alleged acts or omissions of their Personnel, whether or not the allegations are meritorious. Any Party seeking indemnification under this Section must give prompt, written notice of any claims, damages, causes of action, demands, lawsuits, proceedings, losses, costs, liability, judgments, or expenses which triggers obligations hereunder. Thereafter, the Party seeking indemnification shall cooperate in the defense or settlement negotiation of such claim, lawsuit, demand, or cause of action.

Each Party to this Agreement identified in Section 1 shall maintain insurance or self-insurance to provide coverage for such obligations as set forth in this Section 7. If such Party is insured, Tri-Mutual Aid Fire Fighters Association shall be named as an Additional Named Insured under such insurance policy, with a Certificate of Insurance provided to Tri-Mutual Aid Fire Fighters Association within thirty (30) days of execution of this Agreement. If such Party is self-insured, written confirmation of such self-insurance must be provided to Tri-Mutual Aid Fire Fighters Association within thirty (30) days of execution of this Agreement, and such written confirmation must state that the self-insured Party agrees to ensure Tri-Mutual Aid Fire Fighters Association for any obligations arising under this Section 7.

The indemnification and other obligations arising from this Section 7 shall survive the expiration and termination of this Agreement.

8. General Provisions.
- a. Independent Contractors. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

venture between the Parties. All acts that either Party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party, its officers, employees, agents, contractors or servants shall in no way be the responsibility of another Party. No Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

- b. Nondiscrimination. All parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
- c. Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- d. No Waiver: The failure of any Party to this Agreement to insist on strict performance of any covenants, conditions, or obligations hereunder, or to exercise any option herein conferred on any one more or instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions,



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

obligations, rights or options, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be made in writing and signed by an authorized representative of the waiving Party.

- e. Applicable Law and Venue. Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

- f. Amendments/Modification. This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- g. Drug Free Policy. All parties have established and maintain a drug free workplace policy.
- h. Conflict of Interest. In the performance of this Agreement, Requesting Agency will avoid all conflicts of interests or appearances of conflict of interest. Requesting Agency will report any conflict of interest immediately to the other party from whom aid is requested. Requesting Agency assures the other parties that no employee or volunteer will have a financial or personal interest in this Agreement.

Dated this 19th day of June, Year 2025

WAHOO FIRE DEPT

Fire Department/Agency Name (Print)

Cody Hull #501

Chief Officer of Department/Agency (Print)

Cody Hull

Chief Officer of Department/Agency (Signature)

ORDINANCE NO. 4778

AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO AMEND TITLE III: ADMINISTRATION OF THE WAHOO MUNICIPAL CODE BY AMENDING CHAPTER 35: FINANCE AND REVENUE, SPECIFICALLY SECTION 35.01 ENTITLED CONTRACTS AND PURCHASES; BIDDING AND OTHER REQUIREMENTS; 35.13 ENTITLED INVESTMENT OF FUNDS; 35.14 ENTITLED CREDIT CARDS; AUTHORITY TO ACCEPT; 35.58 PROPERTY TAX REQUEST; INCREASE BY MORE THAN ALLOWABLE GROWTH PERCENTAGE; PROCEDUER FOR SETTING; AND 35.74 ENTITLED PROPERTY TAX REQUEST; PROCEDURE FOR SETTING TO PROVIDE THAT THE MAYOR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE CITY OF WAHOO, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION OF THIS ORDINANCE FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST FIFTEEN (15) DAYS AFTER ITS PASSAGE AND APPROVAL, IN PAMPHLET FORM, IN THE CITY OF WAHOO, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED BY LAW, AND AS PROVIDED HEREIN; AND THAT IT IS THE INTENTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA, AND IT IS HEREBY ORDAINED, THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF WAHOO MUNICIPAL CODE, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, on January 24, 2002, the Mayor and Council of the City of Wahoo, Nebraska, did adopt the Wahoo Municipal Code, and,

WHEREAS, the 2024 Nebraska Legislature passed legislation that directly effects Municipalities within the state and requires that the Municipal Code reflect these changes, and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, deem it in the best interests of the citizens of the City of Wahoo, Nebraska, that Wahoo Municipal Code be amended to allow a municipal employer to be elected as City Council member,

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

1. That the findings hereinabove should be and are hereby made a part of this Ordinance as fully as if set out at length herein.

2. That there shall be added to the Wahoo Municipal Code, Chapter 35, of Title III, AMINISTRATION, pertaining to Finance and Revenue, to read as follows:

35.01 CONTRACTS AND PURCHASES; BIDDING AND OTHER REQUIREMENTS; LOWEST RESPONSIBLE BIDDER.

(A) Except as provided in Neb. RS 18-412.01 for a contract with a public power district to operate, renew, replace, or add to the electric distribution, transmission, or generation system of the city, no contract for

enlargement or general improvements, such as water extensions, sewers, public heating system, bridges, work on streets, or any other work or improvement when the cost of such enlargement or improvement is assessed to the property, costing over \$30,000, shall be made unless it is first approved by the City Council.

(B) Except as provided in Neb. RS 18-412.01, before the City Council makes any contract in excess of \$30,000 for enlargement or general improvements, such as water extensions, sewers, public heating system, bridges, work on streets, or any other work or improvement when the cost of such enlargement or improvement is assessed to the property, an estimate of the cost shall be made by the City Engineer and submitted to the City Council. In advertising for bids as provided in divisions (C) and (E) of this section, the City Council may publish the amount of the estimate.

(C) Advertisements for bids shall be required for any contract costing over \$30,000 entered into:

(1) For enlargement or general improvements, such as water extensions, sewers, public heating system, bridges, work on streets, or any other work or improvement when the cost of such enlargement or improvement is assessed to the property; or

(2) For the purchase of equipment used in the construction of such enlargement or general improvements.

(D) A city electric utility may enter into a contract for the enlargement or improvement of the electric system or for the purchase of equipment used for such enlargement or improvement without advertising for bids if the price is:

(1) \$30,000 or less;

(2) \$60,000 or less and the city electric utility has gross annual revenue from retail sales in excess of \$1,000,000;

(3) \$90,000 or less and the city electric utility has gross annual revenue from retail sales in excess of \$5,000,000;

(4) \$120,000 or less and the city electric utility has gross annual revenue from retail sales in excess of \$10,000,000.

(E) The advertisement provided for in division (C) of this section shall be published at least seven days prior to the bid closing in a legal newspaper published in or of general circulation in the city ~~and, if there is no legal newspaper published in or of general circulation in the city, then in some newspaper of general circulation published in the county in which the city is located, and if there is no legal newspaper of general circulation published in the county in which the city is located, then in a newspaper, designated by the County Board, having a general circulation within the county where bids are required, and if no newspaper is published in the city or county, or if no newspaper has general circulation in the county, then by posting a written or printed copy thereof in each of three public places in the city at least seven days prior to the bid closing.~~ In case of a public emergency resulting from infectious or contagious diseases, destructive windstorms, floods, snow, war, or an exigency or pressing necessity or unforeseen need calling for immediate action or remedy to prevent a serious loss of or serious injury or damage to life, health, or property, estimates of costs and advertising for bids may be waived in the emergency ordinance authorized by Neb. RS 17-613 when adopted by a $\frac{3}{4}$ vote of the City Council and entered of record.

(F) If, after advertising for bids as provided in this section, the City Council receives fewer than two bids on a contract or if the bids received by the City Council contain a price which exceeds the estimated cost, the City Council may negotiate a contract in an attempt to complete the proposed enlargement or general improvements at a cost commensurate with the estimate given.

(G) If the materials are of such a nature that, in the opinion of the manufacturer and with the concurrence of the City Council, Or Board of Public Works, no cost can be estimated until the materials have been manufactured or assembled to the specific qualifications of the purchasing city, the City Council or Board of Public Works may authorize the manufacture and assemblage of such materials and may thereafter approve the estimated cost expenditure when it is provided by the manufacturer.

(Neb. RS 17-568.01)

(H) Any city bidding procedure may be waived by the City Council or Board of Public Works:

(1) When materials or equipment are purchased at the same price and from the same seller as materials or equipment which have formerly been obtained pursuant to the state bidding procedure in Neb. RS 81-145 to 81-162; or

(2) When the contract is negotiated directly with a sheltered workshop pursuant to Neb. RS 48-1503. (Neb. RS 17-568.02)

(3) When required to comply with any federal grant, loan, or program. (NEB. RS 17-568.02)

(I)~~(1)~~ Notwithstanding any other provisions of law or a home rule charter, a city which has established, by an interlocal agreement with any county, a joint purchasing division or agency may purchase personal property without competitive bidding if the price for the property has been established by the federal General Services Administration or the materiel division of the Department of Administrative Services.

(2)For purposes of this division (I):

(1) **PERSONAL PROPERTY** includes but is not limited to supplies, materials, and equipment used by or furnished to any officer, office, department, institution, board, or other agency; and

(2) **PURCHASING** or **PURCHASE** means the obtaining of personal property by sale, lease, or other contractual means.

§ 35.13 INVESTMENT OF FUNDS.

(A) When the City Treasurer holds funds of the city in excess of the amount required for maintenance or set aside for betterments and improvements, the Mayor and City Council may, by resolution, direct and authorize the Treasurer to invest the surplus funds in the outstanding bonds or registered warrants of the city, bonds and debentures issued either singly or collectively by any of the 12 federal land banks, the 12 intermediate credit banks, or the 13 banks for cooperatives under the supervision of the Farm Credit Administration, or in interest-bearing bonds or the obligations of the United States. The interest on such bonds or warrants shall be credited to the fund out of which the bonds or warrants were purchased.

(Neb. RS 17-608)

(B) All income received by the city from public utilities and from the payment and collection of water taxes, rents, rates or assessments shall be applied to the payment of running expenses, interest on bonds or money borrowed and the erection and construction of public utilities; should there be any surplus, it shall be annually created into a sinking fund for the payment of public utility bonds or for improvements of the works, or into the General Fund as the Council may direct. The surplus remaining, if any, may, if the Council so directs, be invested in interest-bearing bonds or obligations of the United States.

(Neb. RS 17-540)

(C) The Mayor and City Council may, by resolution, direct and authorize the Treasurer to dispose of the surplus electric light, water, or gas funds, or the funds arising from the sale of electric light, water, or natural gas distribution properties, by the payment of outstanding electric light, water, or gas distribution bonds or water warrants then due. The excess, if any, after such payments may be transferred to the General Fund of the city.

(Neb. RS 17-609)

(D) Any surplus funds arising out of the operation of any system of waterworks, power plant, ice plant, gas plant, sewerage, heating or lighting plant, or distribution system by the Board of Public Works, or by the City Council where any of such utilities are not being operated by such a Board, may be invested, if not invested pursuant to the provisions of any other law upon the subject, in like manner and subject to the same conditions as the investment of similar funds of cities of the first class, as provided in Neb. RS 16-691.01.

(Neb. RS 17-803)

(E) (1) Whenever the city has accumulated a surplus of any fund in excess of its current needs or has accumulated a sinking fund for the payment of its bonds and the money in such sinking fund exceeds the amount necessary to pay the principal and interest of any such bonds which become due during the current year, the City Council may invest any such surplus in excess of current needs or such excess in its sinking fund in certificates of deposit, in time deposits, and in any securities in which the State Investment Officer is

authorized to invest pursuant to the State Capital Expansion Act, Neb. RS 17-1269 et seq., and the State Funds Investment Act, Neb. RS 17-1237 et seq., and as provided in the authorized investment guidelines of the State Investment Council in effect on the date the investment is made. The State Investment Officer shall, upon request, furnish a copy of current authorized investment guidelines of the State Investment Council.

(2) Nothing in division (E)(1) above shall be construed to authorize investments in venture capital or to expand the investment authority of a local government investment pool under the Public Entities Pooled Investment Act, Neb. RS 77-23, 109 et seq.

(Neb. RS 77-2341) Whenever a city has accumulated a surplus of any fund in excess of its current needs or has accumulated a sinking fund for the payment of its bonds and the money in such sinking fund exceeds the amount necessary to pay the principal and interest of any such bonds which become due during the current year, the City Council may invest any such surplus in certificates of deposit, in time deposits, and in any securities in which the state investment officer is authorized by law and as provided in the authorized investment guidelines of the Nebraska Investment Council in effect on the date the investment is made.

§ 35.14 CREDIT CARDS; AUTHORITY TO ACCEPT.

(A) ~~(1) If authorized by the~~ The City Council ~~any may authorize~~ city officials ~~to may~~ accept credit cards, charge cards, or debit cards whether presented in person or electronically, or electronic funds transfers as a method of cash payment of any tax, levy, excise, duty, custom, toll, interest, penalty, fine, license, fee, or assessment of whatever kind or nature, whether general or special, as provided by Neb. RS 77-1702.

~~(2) A county treasurer, county official, or political subdivision official shall not accept a central bank digital currency as a method of cash payment of any tax, levy, excise, duty, custom, toll, interest, penalty, fine, license, fee, or assessment of whatever kind or nature.~~

(B) The total amount of ~~such the~~ taxes, levies, excises, duties, customs, tolls, interest, penalties, fines, licenses, fees, or assessments of whatever kind or nature, whether general or special, paid for by credit card shall be collected by the city official.

~~(C) With respect to a facility which it operates in propriety capacity the city may choose to accept credit cards, charge cards, or debit cards, whether presented in person or electronically, or electronic funds transfers as a means of cash payment and may adjust the price for services to reflect the handling and payment costs.~~

~~(C) The City Council may choose to accept credit cards, charge cards, or debit cards as a means of cash payment to any facility it operates in a proprietary capacity and may adjust the price for services to reflect the handling and payment costs.~~

(D) ~~The city official shall obtain, for each transaction, authorization for use of any credit card, charge card, or debit card used pursuant to this section from the financial institution, vending service company, credit card or charge card company, or third-party merchant bank providing that service. The city official shall obtain, for each transaction, authorization for use of any credit card, charge card, or debit card used pursuant to this section from the financial institution, vending service company, credit card or charge card company, or third-party merchant bank providing such service.~~

(E) ~~(1) The types of credit cards, charge cards, or debit cards accepted and the payment services provided shall be determined by the State Treasurer and the Director of Administrative Services, with the advice of a committee convened by the State Treasurer and the Director. The Committee shall consist of the State Treasurer, the Tax Commissioner, the Director, and representatives from counties, cities, and other political subdivisions as may be appropriate.~~

~~(2) The Committee shall develop recommendations for the contracting of such services. The State Treasurer and the Director shall contract with one or more credit card, charge card, or debit card companies or third-party merchant banks for services on behalf of the state and those counties, cities, and political subdivisions that choose to participate in the state contract for such services. The State Treasurer and the Director shall consider, for the purpose of this section, any negotiated discount, processing, or transaction fee imposed by a credit card, charge card, or debit card company or third-party merchant bank as an administrative expense.~~

~~(3) If the City Council chooses not to participate in the state contract, it may choose the types of credit cards, charge cards, and debit cards and may negotiate and contract independently or collectively as a governmental entity with one or more financial institutions, vending service companies, credit card, charge card, or debit~~

~~card companies, or third-party merchant banks for the provision of these services. The City Council may choose to accept the types of credit cards, charge cards, or debit cards accepted by and the services provided to the state pursuant to the contract entered into by the state with one or more credit card, charge card, or debit card companies or third-party merchant banks for services on behalf of the state and those political subdivisions that choose to participate in the state contract. The City Council may choose not to participate in the state contract and may choose types of credit cards, charge cards, and debit cards and may negotiate and contract independently or collectively as a governmental entity with one or more financial institutions, vending service companies, credit card, charge card, or debit card companies, or third-party merchant banks for the provision of such services.~~

~~(F) Subject to the direction of the City Council, a city official authorizing the acceptance of credit card or charge card payments shall be authorized but not required to impose a surcharge or convenience fee upon the person making a payment by credit card or charge card so as to wholly or partially offset the amount of any discount or administrative fees charged to the city, but the surcharge or convenience fee shall not exceed the surcharge or convenience fee imposed by the credit card or charge card companies or third-party merchant banks which have contracted under division (E) above. The surcharge or convenience fee shall be applied only when allowed by the operating rules and regulations of the credit card or charge card involved or when authorized in writing by the credit card or charge card company involved. When a person elects to make a payment to the city by credit card or charge card and such a surcharge or convenience fee is imposed, the payment of the surcharge or convenience fee shall be deemed voluntary by that person and shall be in no case refundable. If a payment is made electronically by credit card, charge card, debit card, or electronic funds transfer as part of a system for providing or retrieving information electronically, the city official shall be authorized but not required to impose an additional surcharge or convenience fee upon the person making a payment. When authorizing acceptance of credit card or charge card payments, the City Council shall be authorized but not required to impose a surcharge or convenience fee upon the person making a payment by credit card or charge card so as to wholly or partially offset the amount of any discount or administrative fees charged to the city. The surcharge or convenience fee shall be applied only when allowed by the operating rules and regulations of the credit card or charge card involved or when authorized in writing by the credit card or charge card company involved. When a person elects to make a payment to the city by credit card or charge card and such a surcharge or convenience fee is imposed, the payment of such surcharge or convenience fee shall be deemed voluntary by such person and shall be in no case refundable.~~

~~(G) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~CENTRAL BANK DIGITAL CURRENCY. A digital medium of exchange, token, or monetary unit of account issued by the United States Federal Reserve System or any analogous federal agency that is made directly available to the consumer by such federal entities. CENTRAL BANK DIGITAL CURRENCY includes a digital medium of exchange, token, or monetary unit of account so issued that is processed or validated directly by such federal entities.~~

~~ELECTRONIC FUNDS TRANSFER. The movement of funds by nonpaper means, usually through a payment system, including, but not limited to, an automated clearinghouse or the Federal Reserve's Fedwire System.~~

~~(Neb. RS 13-609)~~

§ 35.58 PROPERTY TAX REQUEST; INCREASE BY MORE THAN ALLOWABLE GROWTH PERCENTAGE; PROCEDURE FOR SETTING.

(A) For purposes of this section, *POLITICAL SUBDIVISION* means any county, city, school district, or community college.

(B) If any political subdivision seeks to increase its property tax request by more than the allowable growth percentage, such political subdivision may do so, subject to the limitations provided in the School District Property Tax Limitation Act Neb. RS 79-3401 et seq., and the Property Tax Growth Limitation Act, Neb. RS 13-3401 et seq. if the if:

(1) A public hearing is held and notice of such hearing is provided in compliance with division (C) of this section; and

(2) The governing body of such political subdivision passes a resolution or an ordinance that complies with division (D) of this section.

(C) (1) Each political subdivision within a county that seeks to increase its property tax request by more than the allowable growth percentage shall participate in a joint public hearing. Each such political subdivision shall designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. At such hearing, there shall be no items on the agenda other than discussion of each political subdivision's intent to increase its property tax request by more than the allowable growth percentage.

(2) At least one elected official from each participating political subdivision shall attend the joint public hearing. An elected official may be the designated representative from a participating political subdivision. The presence of a quorum or the participation of elected officials at the joint public hearing does not constitute a meeting as defined by Neb. RS84-1409 of the Open Meeting Act.

(23) The joint public hearing shall be held on or after September 17⁴ and prior to September 24⁹ and before any of the participating political subdivisions file their adopted budget statement pursuant to Neb. RS 13-508.

(43) The joint public hearing shall be held after 6:00 p.m. local time on the relevant date.

(54) (a) The joint public hearing shall be organized by the County Clerk or his or her designee. At the joint public hearing, the representative of each political subdivision shall give a brief presentation on the political subdivision's intent to increase its property tax request by more than the allowable growth percentage and the effect of such request on the political subdivision's budget.

(b) The presentation shall include:

___ (a1) The name of the political subdivision;

___ (2b) The amount of the property tax request; and

___ (3e) The following statements:

___ -1a. The total assessed value of property differs from last year's total assessed value by ___ percent;

___ 2b. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$ ___ per \$100 of assessed value;

___ -3c. The (name of political subdivision) proposes to adopt a property tax request that will cause its tax rate to be \$ ___ per \$100 of assessed value;

___ -d.4. Based on the proposed property tax request and changes in other revenue, the total operating budget of (name of political subdivision) will exceed last year's by ___ percent; and

___ e.5. To obtain more information regarding the increase in the property tax request, citizens may contact the (name of political subdivision) at (telephone number and email address of political subdivision).

(65) Any member of the public shall be allowed to speak at the joint public hearing and shall be given a reasonable amount of time to do so.

(76) Notice of the joint public hearing shall be provided:

(a) By sending a postcard to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;

(b) By posting notice of the hearing on the home page of the relevant county's website, except that this requirement shall only apply if the county has a population of more than 2510,000 inhabitants; and

(c) By publishing notice of the hearing in a legal newspaper in or of general circulation in the relevant county.

(78) -each political subdivision that participates in the joint public hearing shall electronically send the information prescribed in division (C)(9) below to the County Assessor by September 4. The County Clerk shall notify the County Assessor of the date, time, and location of the joint public hearing not later than September 4. The County Clerk shall notify each participating political subdivision of the date, time, and

~~location of the joint public hearing. The County Assessor shall send the information required to be included on the postcards pursuant to division (C)(9) below to a printing service designated by the County Board. The initial cost for printing the postcards shall be paid from the county's General Fund. Such postcards shall be mailed at least seven calendar days before the joint public hearing. The cost of creating and mailing the postcards, including staff time, materials, and postage, shall be charged proportionately to the political subdivisions participating in the joint public hearing based on the total number of parcels in each participating political subdivision. Each participating political subdivision shall also maintain a prominently displayed and easily accessible link on the home page of the political subdivision's website to the political subdivision's proposed budget, except that this requirement shall not apply if the political subdivision is a county with a population of less than 10,000 inhabitants, a (city/village) with a population of less than 1,000 inhabitants, or, for joint public hearings prior to January 1, 2024, a school district. Each political subdivision that participates in the joint public hearing shall send the information prescribed in division (C)(8) of this section to the County Clerk by September 5. The County Clerk shall transmit the information to the County Assessor no later than September 10. The County Clerk shall notify each participating political subdivision of the date, time, and location of the joint public hearing. The County Assessor shall send the information required to be included on the postcards pursuant to division (C)(8) of this section to a printing service designated by the county board. The initial cost for printing the postcards shall be paid from the county general fund. Such postcards shall be mailed at least seven calendar days before the joint public hearing. The cost of creating and mailing the postcards, including staff time, materials, and postage, shall be charged proportionately to the political subdivisions participating in the joint public hearing based on the total number of parcels in each participating political subdivision.~~

(98) ~~(a)~~ The postcard sent under this division and the notice posted on the county's website, if required under division (C)(76)(b) of this section, and published in the newspaper shall include the date, time, and location for the joint public hearing, a listing of and telephone number for each political subdivision that will be participating in the joint public hearing, and the amount of each participating political subdivision's property tax request.

~~(b)~~ The postcard shall also contain the following information:

~~(a)~~ 1. The following words in capitalized type at the top of the postcard: NOTICE OF PROPOSED TAX INCREASE;

~~(b)~~ 2. The name of the county that will hold the joint public hearing, which shall appear directly underneath the capitalized words described in division (C)(89)(ab) of this section;

~~(c)~~ 3. The following statement: The following political subdivisions are proposing a revenue increase which would result in an overall increase in property taxes in (insert current tax year). THE ACTUAL TAX ON YOUR PROPERTY MAY INCREASE OR DECREASE. This notice contains estimates of the tax on your property as a result of this revenue increase. These estimates are calculated on the basis of the proposed (insert current tax year) data. The actual tax on your property may vary from these estimates;

~~(d)~~ 4. The parcel number for the property;

~~(e)~~ 5. The name of the property owner and the address of the property;

~~(f)~~ 6. The property's assessed value in the previous tax year;

~~(g)~~ 7. The amount of property taxes due in the previous tax year for each participating political subdivision;

~~(h)~~ 8. The property's assessed value for the current tax year;

~~(i)~~ 9. The amount of property taxes due for the current tax year for each participating political subdivision;

~~(j)~~ 10. The change in the amount of property taxes due for each participating political subdivision from the previous tax year to the current tax year; and

~~(k)~~ 11. The following statement: To obtain more information regarding the tax increase, citizens may contact the political subdivision at the telephone number provided in this notice.

(D) (1) After the joint public hearing required in division (C) of this section, the governing body of each participating political subdivision shall pass an ordinance or resolution to set such political subdivision's property tax request.

(2) If the political subdivision is increasing its property tax request over the amount from the prior year, including any increase in excess of the allowable growth percentage, then such ordinance or resolution shall include, but not be limited to, the following information:

~~(1)~~a. The name of the political subdivision;

~~(2)~~ b. The amount of the property tax request;

~~(3)~~c. The following statements:

~~(a)~~ 1. The total assessed value of property differs from last year's total assessed value by ___ percent;

~~(b)~~ 2. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$___ per \$100 of assessed value;

~~(e)~~ 3. The (name of political subdivision) proposes to adopt a property tax request that will cause its tax rate to be \$___ per \$100 of assessed value; and

~~(d)~~ 4. Based on the proposed property tax request and changes in other revenue, the total operating budget of (name of political subdivision) will exceed last year's by ___ percent; and

~~(4)~~d. The record vote of the governing body in passing such resolution or ordinance.

(E) Any resolution or ordinance setting a property tax request under this section shall be certified and forwarded to the County Clerk on or before October 15 of the year for which the tax request is to apply.

(F) (1) The County Clerk, or his or her designee, shall prepare a report which shall include

(a) the names of the representatives of the political subdivisions participating in the joint public hearing and

(b) the name and address of each individual who spoke at the joint public hearing, unless the address requirement is waived to protect the security of the individual, and the name of any organization represented by each such individual.

(c) the name of each political subdivision that participate in the joint public hearing

(d) the real growth value and real growth percentage for each participating political subdivision

(e) the amount each participating political subdivision seeks to increase its property tax request in excess of the allowable growth percentage; and

(f) the number of individuals who signed in to attend the joint public hearing

(2) Such report shall be delivered to the political subdivisions participating in the joint public hearing within ten days after such hearing.

§ 35.74 PROPERTY TAX REQUEST; PROCEDURE FOR SETTING.

(A) If the annual assessment of property would result in an increase in the total property taxes levied by a county, municipality, school district, learning community, sanitary and improvement district, natural resources district, educational service unit, or community college, as determined using the previous year's rate of levy, the city's property tax request for the current year shall be not more than its property tax request in the prior year, and the city's rate of levy for the current year shall be decreased accordingly when such rate is set by the County Board of Equalization pursuant to Neb. RS 77-1601. The City Council shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in division (C) of this section. If the City Council seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so, subject to the limitations provided in the School District Property Tax Limitations Act, Neb. RS 79-3401 et seq., and the Property Tax Growth Limitation Act, Neb. RS 13-3401 et seq., after holding a public hearing required in division (C) below to the extent allowed by law after holding the public hearing required in division (C) of this section and by passing a resolution or ordinance that complies with division (D) of this section. If any county, city, school district, or community college seeks to increase its property tax request by more than the allowable growth percentage, such political subdivision shall comply with the requirements of Neb. RS 77-1633 in lieu of the requirements in divisions (C) and (D) of this section.

(B) If the annual assessment of property would result in no change or a decrease in the total property taxes levied by a county, city, village, school district, learning community, sanitary and improvement district, natural resources district, educational service unit, or community college, as determined using the previous

year's rate of levy, the city's property tax request for the current year shall be no more than its property tax request in the prior year, and the city's rate of levy for the current year shall be adjusted accordingly when such rate is set by the County Board of Equalization pursuant to Neb. RS 77-1601. The City Council shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in division (C) of this section. If the City Council seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so subject to the limitations provided in the School District Property Tax Limitation Act, Neb. RS 79-3401 et seq., and the Property Tax Growth Limitation Act, Neb. RS 13-3401 et seq., a to the extent allowed by law after holding the public hearing required in division (C) of this section and by passing a resolution or ordinance that complies with division (D) of this section. If any county, city, school district, or community college seeks to increase its property tax request by more than the allowable growth percentage, such political subdivision shall comply with the requirements of Neb. RS 77-1633 in lieu of the requirements in divisions (C) and (D) of this section.

(C) The resolution or ordinance required under this section shall only be passed after a special public hearing called for the purpose is held and after notice is published in a newspaper of general circulation in the area of the city at least four calendar days prior to the hearing. For purposes of such notice, the four calendar days shall include the day of publication but not the day of hearing. If the city's total operating budget, not including reserves, does not exceed \$10,000 per year or \$20,000 per biennial period, the notice may be posted at the City Council's principal headquarters.

(D) The hearing notice shall contain the following information:

(1) The certified taxable valuation under Neb. RS 13-509 for the prior year, the certified taxable valuation under Neb. RS 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year;

(2) The dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request;

(3) The property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation;

(4) The proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request;

(5) The percentage increase or decrease in the property tax rate from the prior year to the current year; and

(6) The percentage increase or decrease in the total operating budget from the prior year to the current year.

(E) Any resolution or ordinance setting a city's property tax request under Neb. RS 77-1632 at an amount that exceeds the city's property tax request in the prior year shall include, but not be limited to, the following information:

(1) The name of the city;

(2) The amount of the property tax request;

(3) The following statements:

(a) The total assessed value of property differs from last year's total assessed value by ___ percent;

(b) The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$ ___ per \$100 of assessed value;

(c) The City of Wahoo proposes to adopt a property tax request that will cause its tax rate to be \$ ___ per \$100 of assessed value; and

(d) Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Wahoo will exceed last year's by ___ percent; and

(4) The record vote of the City Council in passing such resolution or ordinance.

(F) Any resolution or ordinance setting a property tax request under this section shall be certified and forwarded to the County Clerk on or before October 15 of the year for which the tax request is to apply.

4. That the Mayor and the appropriate Department, whether one or more, of the City of Wahoo, Nebraska, are hereby authorized and directed to implement this Ordinance.

5. That should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason be invalid, it is the intent of Mayor and Council of the City of Wahoo, Nebraska, that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

6. That all ordinances or parts of ordinances passed and approved prior to the passage, approval, and publication of this Ordinance and in conflict herewith, are hereby repealed.

7. That this Ordinance shall be published within the first fifteen (15) days after its passage and approval in pamphlet form within the City of Wahoo, Nebraska, and shall be effective on the fifteenth (15th) day from and after its passage and approval as provided by law.

8. That the provisions of this Ordinance shall become and be made a part of the Wahoo Municipal Code and the sections of this Ordinance may be renumbered to accomplish such intention.

PASSED AND APPROVED this _____ day of _____, ~~2012~~2025.

CITY OF WAHOO, NEBRASKA

By: _____
Gerald D. Johnson, Its Mayor

ATTEST:

Christina Fasel, City Clerk
(SEAL)

ORDINANCE NO. 4779

AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO AMEND TITLE III: ADMINISTRATION OF THE WAHOO MUNICIPAL CODE BY AMENDING CHAPTER 36: FINANCE AND REVENUE, SPECIFICALLY SECTION 36.01 ENTITLED GENERALLY; 36.07 ENTITLED SPECIAL ELECTIONS; 36.08 ENTITLED CANDIDATE FILING FORMS; DEADLINES; FILING OFFICER; SPECIAL ELECTION REQUIREMENTS; 36.09 ENTITLED PETITION, WRITE-IN, AND OTHER CANDIDATES FOR GENERAL ELECTION BALLOT; PROCEDURES; 36.13 ENTITLED RECALL PROCEDURES TO PROVIDE FOR SETTING TO PROVIDE THAT THE MAYOR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE CITY OF WAHOO, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION OF THIS ORDINANCE FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST FIFTEEN (15) DAYS AFTER ITS PASSAGE AND APPROVAL, IN PAMPHLET FORM, IN THE CITY OF WAHOO, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED BY LAW, AND AS PROVIDED HEREIN; AND THAT IT IS THE INTENTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA, AND IT IS HEREBY ORDAINED, THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF WAHOO MUNICIPAL CODE, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, on January 24, 2002, the Mayor and Council of the City of Wahoo, Nebraska, did adopt the Wahoo Municipal Code, and,

WHEREAS, the 2024 Nebraska Legislature passed legislation that directly effects Municipalities within the state and requires that the Municipal Code reflect these changes, and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, deem it in the best interests of the citizens of the City of Wahoo, Nebraska, that Wahoo Municipal Code be amended to allow a municipal employee to be elected as City Council member,

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

1. That the findings hereinabove should be and are hereby made a part of this Ordinance as fully as if set out at length herein.

2. That there shall be added to the Wahoo Municipal Code, Chapter 36, of Title III, ADMINISTRATION, pertaining to Finance and Revenue, to read as follows:

§ 36.01 GENERALLY.

(A) (1) All (city/village) issues and offices shall be combined on the statewide primary and general election ballots whenever possible. The issuance of separate ballots shall be avoided in a statewide election if (city/village) offices or issues can reasonably be combined with the nonpartisan ballot and state law does not require otherwise.

(2) All (city/village) elections involving the election of officers shall be held in accordance with the Election Act, Neb. RS 32-101 et seq., and in conjunction with the statewide primary or general election.

(Neb. RS 32-556)

(B) When the (city/village) holds an election in conjunction with the statewide primary or general election, the election shall be held as provided in the Election Act, Neb. RS 32-101 et seq. Any other election held by the (city/village) shall be held as provided in the Election Act unless otherwise provided by the charter, code, or bylaws of the (city/village).

(C) The (city/village) shall furnish to the Secretary of State and Election Commissioner or County Clerk any maps and additional information which the Secretary of State and Election Commissioner or County Clerk may require in the proper performance of their duties in the conduct of elections and the certification of results.

(Neb. RS 32-404)

§ 36.07 SPECIAL ELECTIONS.

(A) (1) Except as provided in Neb. RS 77-3444, any issue to be submitted to the registered voters at a special election by the (city/village) shall be certified by the (City/Village) Clerk to the Election Commissioner or County Clerk on or before the eighth Friday prior to the election. A special election may be held by mail as provided in Neb. RS 32- 952 through 32-959. Any other special election under this section shall be subject to division (B) below.

(2) In lieu of submitting the issue at a special election, the (city/village) may submit the issue at a statewide primary or general election or at any scheduled county election, except that no such issue shall be submitted at a statewide election or scheduled county election unless the issue to be submitted has been certified by the (City/Village) Clerk to the Election Commissioner or County Clerk by March 1 for the primary election and by September 1 for the general election.

(3) (a) After the Election Commissioner or County Clerk has received the certification of the issue to be submitted, he or she shall be responsible for all matters relating to the submission of the issue to the registered voters, except that the (City/Village) Clerk shall be responsible for the publication or posting of any required special notice of the submission of the issue other than the notice required to be given of the statewide election issues. The Election Commissioner or County Clerk shall prepare the ballots and issue ballots for early voting and shall also conduct the submission of the issue, including the receiving and counting of ballots on the issue.

(b) The election returns shall be made to the Election Commissioner or County Clerk. The ballots shall be counted and canvassed at the same time and in the same manner as the other ballots. Upon completion of the canvass of the vote by the County Canvassing Board, the Election Commissioner or County Clerk shall certify the election results to the (City Council/Board of Trustees). The canvass by the County Canvassing Board shall have the same force and effect as if made by the (City Council/Board of Trustees).

(B) (1) A (city/village) that has submitted an issue for a special election under division (A)(1) above may cancel the special election if the Secretary of State, Election Commissioner, or County Clerk receives a resolution adopted by the political subdivision canceling the special election on or before the fourth Thursday prior to the election. No cancellation shall be effective after such date. If a special election is canceled in such manner, the (city/village) shall be responsible for the costs incurred that are related to the canceled election. Such costs shall include all chargeable costs as provided in Neb. RS 32-1202 that are associated with preparing for and conducting a special election.

(2) A (city/village) that has submitted an issue at a statewide primary or general election or at any scheduled county election under division (A)(2) above may withdraw the issue from the ballot if the Secretary of State, Election Commissioner, or County Clerk receives a resolution adopted by the (city/village) withdrawing the issue from the ballot not later than March 1 prior to a statewide primary election or September 1 prior to a statewide general election. No withdrawal shall be effective after such date. Any issue withdrawn in this manner shall not be printed on the ballot.

(Neb. RS 32-559)

(C) Any special election under the Election Act, Neb. RS 32-101 et seq., shall be held on the first Tuesday following the second Monday of the selected month unless otherwise specifically provided. Except as otherwise specifically provided, no special election shall be held under the Election Act in April, May, June, October, November, or December of an even-numbered year unless it is held in conjunction with the statewide primary or general election. No special election shall be held under the Election Act in September of an even-numbered year except as provided in Neb. RS 32-564 and except for a special election by a political subdivision pursuant to Neb. RS 13-519 or 77-3444 to approve a property tax levy or exceed a property tax levy limitation.

§ 36.08 CANDIDATE FILING FORMS; DEADLINES; FILING OFFICER; SPECIAL ELECTION REQUIREMENTS

(A) Any candidate may place his or her name on the primary election ballot by filing a candidate filing form prescribed by the Secretary of State as provided in division (B) below. If a candidate is an incumbent of any elective office, the filing period for filing the candidate filing form shall be between January 5 and February 15 prior to the date of the primary election. No incumbent who resigns from elective office prior to the expiration of his or her term shall file for any office after February 15 of that election year. All other candidates shall file for office between January 5 and March 1 prior to the date of the general election.

(Neb. RS 32-606)

(B) Candidate filing forms shall be filed in the office of the Election Commissioner or County Clerk.

(Neb. RS 32-607)

(C) (1) Except as provided in Neb. RS 32-564, any candidate in a special election to fill a vacancy for an office of a political subdivision may have his or her name placed on the special election ballot by filing a candidate filing form prescribed by the Secretary of State as provided in Neb. RS 32-607 and this division (C).

(2) The filing period for filing the candidate filing form shall be:

(a) On or before March 1 for a special election to be held in conjunction with the statewide primary election;

(b) On or before August 1 for a special election to be held in conjunction with the statewide general election; and

(c) Between the eighth Friday prior to the election and the fifth Friday prior to the election for all other elections.

(3) A candidate filing form for such special election shall meet the requirements of Neb. RS 32-607, except that the form shall contain the following statement: "I hereby swear that I will abide by the laws of the State of Nebraska regarding the results of the special election, that I am a registered voter and qualified to be elected, and that I will serve if elected."

(4) A candidate filing form for such special election shall be filed with the filing officer specified in Neb. RS 32-607(2).

§ 36.09 PETITION, WRITE-IN, AND OTHER CANDIDATES FOR GENERAL ELECTION BALLOT; PROCEDURES.

(A) (1) Any registered voter who was not a candidate in the primary election and who was not registered to vote with a party affiliation on or after March 1 and before the general election in the calendar year of the general election may have his or her name placed on the general election ballot for a partisan office by filing petitions as prescribed in this section and Neb. RS 32-621 or by nomination by political party convention or committee pursuant to Neb. RS 32-627 or 32-710.

(2) Any candidate who was defeated in the primary election and any registered voter who was not a candidate in the primary election may have his or her name placed on the general election ballot if a vacancy exists on the ballot under Neb. RS 32-625(2) and the candidate:

(a) Files for the office by petition as prescribed in divisions (B) and (C) below;

(b) Files as a write-in candidate as prescribed in Neb. RS 32-615; or

(c) Is nominated by political party convention or committee pursuant to Neb. RS 32-710.

(B) (1) Petitions for nomination shall conform to the requirements of Neb. RS 32-628. Petitions shall state the office to be filled and the name and address of the candidate. Petitions for partisan office shall also indicate the party affiliation of the candidate. A sample copy of the petition shall be filed with the filing officer prior to circulation. Petitions shall be signed by registered voters residing in the city, if candidates are chosen at large, or in the ward in which the officer is to be elected, if candidates are chosen by ward, and shall be filed with the filing officer in the same manner as provided for candidate filing forms in § 34.07. Petition signers and petition circulators shall conform to the requirements of Neb. RS 32-629 and 32-630. (2) No petition for nomination shall be filed unless there is attached thereto a receipt showing the payment of the filing fee required pursuant to § 34.08. The petitions shall be filed by September 1 in the year of the general election, and all signed petitions not filed with the Secretary of State by such date shall become invalid.

(Neb. RS 32-617)

(C) (1) The number of signatures of registered voters needed to place the name of a candidate upon the nonpartisan ballot for the general election shall be at least 10% of the total number of registered voters voting for Governor or President of the United States at the immediately preceding general election in the city or in the ward in which the officer is to be elected, not to exceed 2,000.

(2) The number of signatures of registered voters needed to place the name of a candidate for an office upon the partisan ballot for the general election shall be as follows:

(a) For each partisan office to be filled by the registered voters of the entire state, at least 4,000, and at least 750 signatures shall be obtained in each congressional district in the state;

(b) For each partisan office to be filled by the registered voters of a county, at least 20 % of the total number of registered voters voting for Governor or President of the United States at the immediately preceding general election within the county, not to exceed 2,000, except that the number of signatures shall not be required to exceed 25% of the total number of registered voters voting for the office at the immediately preceding general election; and

(c) For each partisan office to be filled by the registered voters of a political subdivision other than a county, at least 20 % of the total number of registered voters voting for Governor or President of the United States at the immediately preceding general election within the political subdivision, not to exceed 2,000.

§ 36.13 RECALL PROCEDURE.

(A) For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.

FILING OFFICER. The Election Commissioner or County Clerk.

(Neb. RS 32-1301)

(B) (1) The Mayor, any member of the City Council, and any other elected official of the city may be removed from office by recall pursuant to this section.

(2) The recall procedure and special election provisions of this section shall apply to members of the City Council who are elected by ward. Only registered voters of such member's ward may sign a recall petition or vote at the recall election. The recall election shall be held within the member's ward. When a member of the City Council is nominated by ward in the primary election and elected at large in the general election, the recall provisions shall apply to the registered voters at the general election.

(Neb. RS 32-1302)

(C) (1) A petition demanding that the question of removing the Mayor, a member of the City Council, or any other elected official be submitted to the registered voters shall be signed by registered voters equal in number to at least 35 % of the total vote cast for that office in the last general election, except that for City Council office for which more than one candidate is chosen, the petition shall be signed by registered voters equal in number to at least 35 % of the number of votes cast for the person receiving the most votes for such office in the last general election. The signatures shall be affixed to petition papers and shall be considered part of the petition.

(2) Petition circulators shall conform to the requirements of Neb. RS 32-629 and 32-630

(3) The petition papers shall be procured from the filing officer. Prior to the issuance of such petition papers, a recall petition filing form shall be signed and filed with the filing officer by at least one registered voter. Such voter or voters shall be deemed to be the principal circulator or circulators of the recall petition. The filing form shall state the name and office of the official sought to be removed, shall include in concise language of 60 words or less the reason or reasons for which recall is sought, and shall request that the filing officer issue initial petition papers to the principal circulator for circulation.

(4) After receiving the filing form, the filing officer shall notify the official sought to be removed by any method specified in Neb. RS 25-505.01 or, if notification cannot be made with reasonable diligence by any of the methods specified in Neb. RS 25-505.01, by leaving a copy of the filing form at the official's usual place of residence and mailing a copy by first-class mail to the official's last known address. If the official chooses, he or she may submit a defense statement in concise language of 60 words or less for inclusion on the petition. Any such defense statement shall be submitted to the filing officer within 20 days after the official receives the copy of the filing form. The filing officer shall prepare the petition papers within five business days after receipt of the defense statement. The principal circulator or circulators shall gather the petition papers within 20 days after being notified by the filing officer that the petition papers are available. The filing officer shall notify the principal circulator or circulators that the necessary signatures must be gathered within 30 days from the date of issuing the petitions.

(5) The filing officer, upon issuing the initial petition papers or any subsequent petition papers, shall enter in a record, to be kept in his or her office, the name of the principal circulator or circulators to whom the papers were issued, the date of issuance, and the number of papers issued. The filing officer shall certify on the papers the name of the principal circulator or circulators to whom the papers were issued and the date they were issued. No petition paper shall be accepted as part of the petition unless it bears such certificate. The principal circulator or circulators who check out petitions from the filing officer may distribute such petitions to persons who may act as circulators of such petitions.

(6) Petition signers shall conform to the requirements of Neb. RS 32-629 and 32-630. Each signer of a recall petition shall be a registered voter and qualified by his or her place of residence to vote for the office in question.

(Neb. RS 32-1303)

(D) Each petition paper shall conform to the requirements of Neb. RS 32-1304.

(E) (1) The principal circulator or circulators shall file, as one instrument, all petition papers comprising a recall petition for signature verification with the filing officer within 30 days after the filing officer issues the initial petition papers to the principal circulator or circulators as provided in division (C) above.

(2) Within 15 business days after the filing of the petition, the filing officer shall ascertain whether or not the petition is signed by the requisite number of registered voters. No new signatures may be added after the initial filing of the petition papers. Any person may remove his or her name from a petition as provided in Neb. RS 32-632. If the petition is found to be sufficient, the filing officer shall attach to the petition a certificate showing the result of such examination. If the requisite number of signatures has not been gathered, the filing officer shall file the petition in his or her office without prejudice to the filing of a new petition for the same purpose.

(Neb. RS 32-1305)

(F) (1) If the recall petition is found to be sufficient, the filing officer shall notify the official whose removal is sought and the City Council that sufficient signatures have been gathered. Notification of the official sought to be removed shall be by any method specified in Neb. RS 25-505.01 or, if notification cannot be made with reasonable diligence by any of the methods specified in Neb. RS 25-505.01, by leaving such notice at the official's usual place of residence and mailing a copy by first-class mail to the official's last known address.

(2) The City Council shall, within 21 days after receipt of the notification from the filing officer pursuant to division (F)(1) above, order an election. The date of the election shall be the first available date that complies with Neb. RS 32-405 and that can be certified to the Election Commissioner or County Clerk at least 50 days prior to the election, except that if any other election is to be held in the city within 90 days after such notification, the City Council shall provide for the holding of the recall election on the same day.

(3) All resignations shall be tendered as provided in Neb. RS 32-562. If the official whose removal is sought resigns before the recall election is held, the City Council may cancel the recall election if the City Council notifies the Election Commissioner or County Clerk of the cancellation on or before the fourth Thursday prior to the election; otherwise, the recall election shall be held as scheduled.

(4) If a filing officer is subject to a recall election, the Secretary of State shall conduct the recall election. (Neb. RS 32-1306)

(G) The form of the official ballot at a recall election held pursuant to division (F) above shall conform to the requirements of Neb. RS 32-1307.

(H) (1) If a majority of the votes cast at a recall election are against the removal of the official named on the ballot or the election results in a tie, the official shall continue in office for the remainder of his or her term but may be subject to further recall attempts as provided in division (I) below.

(2) If a majority of the votes cast at a recall election are for the removal of the official named on the ballot, he or she shall, regardless of any technical defects in the recall petition, be deemed removed from office unless a recount is ordered. If the official is deemed removed, the removal shall result in a vacancy in the office, which shall be filled as otherwise provided in this section and Neb. RS 32-567 through 32-570, 32-574, and 32-606.01.

(3) If the election results show a margin of votes equal to 1 % or less between the removal or retention of the official in question, the Secretary of State, Election Commissioner, or County Clerk shall order a recount of the votes cast unless the official named on the ballot files a written statement with the filing officer that he or she does not want a recount.

(4) If there are vacancies in the offices of one-half or more of the members of the City Council or any other governing body at one time due to the recall of such members, a special election to fill such vacancies shall be conducted as expeditiously as possible by the Secretary of State, Election Commissioner, or County Clerk. Candidates for the special election shall file a candidate filing form pursuant to § 34.07(C).

(5) No official who is removed at a recall election or who resigns after the initiation of the recall process shall be appointed to fill the vacancy resulting from his or her removal or the removal of any other member of the same governing body during the remainder of his or her term of office.

(Neb. RS 32-1308)

(I) No recall petition filing form shall be filed against an elected official within 12 months after a recall election has failed to remove him or her from office or within six months after the beginning of his or her term of office or within six months prior to the incumbent filing deadline for the office.

4. That the Mayor and the appropriate Department, whether one or more, of the City of Wahoo, Nebraska, are hereby authorized and directed to implement this Ordinance.

5. That should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason be invalid, it is the intent of Mayor and Council of the City of Wahoo, Nebraska, that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

6. That all ordinances or parts of ordinances passed and approved prior to the passage, approval, and publication of this Ordinance and in conflict herewith, are hereby repealed.

7. That this Ordinance shall be published within the first fifteen (15) days after its passage and approval in pamphlet form within the City of Wahoo, Nebraska, and shall be effective on the fifteenth (15th) day from and after its passage and approval as provided by law.

8. That the provisions of this Ordinance shall become and be made a part of the Wahoo Municipal Code and the sections of this Ordinance may be renumbered to accomplish such intention.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF WAHOO, NEBRASKA

By: _____
Gerald D. Johnson, Mayor

ATTEST:

Christina Fasel, City Clerk
(SEAL)

ORDINANCE NO. 4780

AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO AMEND TITLE XI: BUSINESS LICENSING OF THE WAHOO MUNICIPAL CODE BY AMENDING CHAPTER 110, SPECIFICALLY SECTION 110.01 TOBACCO; LICENSE FOR SALE TO PROVIDE FOR SETTING TO PROVIDE THAT THE MAYOR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE CITY OF WAHOO, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION OF THIS ORDINANCE FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST FIFTEEN (15) DAYS AFTER ITS PASSAGE AND APPROVAL, IN PAMPHLET FORM, IN THE CITY OF WAHOO, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED BY LAW, AND AS PROVIDED HEREIN; AND THAT IT IS THE INTENTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA, AND IT IS HEREBY ORDAINED, THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF WAHOO MUNICIPAL CODE, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, on January 24, 2002, the Mayor and Council of the City of Wahoo, Nebraska, did adopt the Wahoo Municipal Code, and,

WHEREAS, the 2024 Nebraska Legislature passed legislation that directly effects Municipalities within the state and requires that the Municipal Code reflect these changes, and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, deem it in the best interests of the citizens of the City of Wahoo, Nebraska, that Wahoo Municipal Code be amended to allow a municipal employee to be elected as City Council member,

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

1. That the findings hereinabove should be and are hereby made a part of this Ordinance as fully as if set out at length herein.

2. That there shall be added to the Wahoo Municipal Code, Chapter 36, of Title XI, BUSINESS LICENSING, pertaining to Tobacco; License for Sale, to read as follows:

§ 110.01 TOBACCO; LICENSE FOR SALE.

REISSUANCE OF REVOKED AND FORFEITED LICENSE.

(A) If a license issued under Neb. RS 28-1420 through 28-1429 is revoked and forfeited as provided in Neb. RS 28-1425 for a violation of Neb. RS 28-1429.04 or 28-1429.05, no new license shall be issued to such licensee until the expiration of five years after the date of such revocation and forfeiture.

(B) If a license issued under Neb. RS 28-1420 through 28-1429 is revoked and forfeited as provided in Neb. RS 28-1425 for any other violation of Neb. RS 28-1418 through 28-1429.03, 28-1429.06, and 28-1429.07, no new license shall be issued to such licensee until the expiration of one year after the date of such revocation and forfeiture except as otherwise provided in Neb. RS 28-1423.

RIGHTS OF LICENSEE.

(A) The license provided for in §§ 110.01 and 112.02 shall, when issued, authorize the sale of cigars, tobacco, electronic nicotine delivery systems, cigarettes, and cigarette material by the licensee and employees to persons 21 years of age or over, at the place of business described in the license for the term therein authorized, unless the license is forfeited as a result of court action as provided in Neb. RS 28-1425. (Neb. RS 28-1424)

(B) If the license is revoked and forfeited pursuant to Neb. RS 28-1425, all rights under the license shall at once cease and terminate and a new license shall not be issued until the expiration of the period provided for in Neb. RS 28-1429.

LICENSE APPLICATION.

(A) Every person, partnership, limited liability company, or corporation desiring a license under Neb. RS 28-1420 through 28-1429 shall file with the (City/Village) Clerk a written application stating:

(1) The name of the person, partnership, limited liability company, or corporation for whom the license is desired;

(2) An email address for contacting such person, partnership, limited liability company, or corporation; and

(3) The exact location of the place of business.

(B) Each applicant shall also deposit with the application the amount of the license fee provided in § 112.03.

(C) If the applicant is an individual, the application shall include the applicant's Social Security number.

(D) Any Clerk or Finance Department that grants such a license shall notify the Tax Commissioner of such granting and transmit all applicable application materials received to the Tax Commissioner.

4. That the Mayor and the appropriate Department, whether one or more, of the City of Wahoo, Nebraska, are hereby authorized and directed to implement this Ordinance.

5. That should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason be invalid, it is the intent of Mayor and Council of the City of Wahoo, Nebraska, that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

6. That all ordinances or parts of ordinances passed and approved prior to the passage, approval, and publication of this Ordinance and in conflict herewith, are hereby repealed.

7. That this Ordinance shall be published within the first fifteen (15) days after its passage and approval in pamphlet form within the City of Wahoo, Nebraska, and shall be effective on the fifteenth (15th) day from and after its passage and approval as provided by law.

8. That the provisions of this Ordinance shall become and be made a part of the Wahoo Municipal Code and the sections of this Ordinance may be renumbered to accomplish such intention.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF WAHOO, NEBRASKA

By: _____
Gerald D. Johnson, Mayor

ATTEST:

Christina Fasel, City Clerk
(SEAL)

ORDINANCE NO. 4781

AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO AMEND TITLE III: ADMINISTRATION OF THE WAHOO MUNICIPAL CODE BY AMENDING CHAPTER 30: MAYOR AND CITY COUNCIL; ORDINANCES, SPECIFICALLY SECTION 30.18 ENTITLED VACANCY TO PROVIDE FOR SETTING TO PROVIDE THAT THE MAYOR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE CITY OF WAHOO, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION OF THIS ORDINANCE FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST FIFTEEN (15) DAYS AFTER ITS PASSAGE AND APPROVAL, IN PAMPHLET FORM, IN THE CITY OF WAHOO, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED BY LAW, AND AS PROVIDED HEREIN; AND THAT IT IS THE INTENTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA, AND IT IS HEREBY ORDAINED, THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF WAHOO MUNICIPAL CODE, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, on January 24, 2002, the Mayor and Council of the City of Wahoo, Nebraska, did adopt the Wahoo Municipal Code, and,

WHEREAS, the 2024 Nebraska Legislature passed legislation that directly effects Municipalities within the state and requires that the Municipal Code reflect these changes, and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, deem it in the best interests of the citizens of the City of Wahoo, Nebraska, that Wahoo Municipal Code be amended to allow a municipal employee to be elected as City Council member,

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

1. That the findings hereinabove should be and are hereby made a part of this Ordinance as fully as if set out at length herein.

2. That there shall be added to the Wahoo Municipal Code, Chapter 30, of Title III, MAYOR AND CITY COUNCIL; ORDINANCES, pertaining to City Council, to read as follows:

§ 30.18 VACANCY

(A) The office of a member of the City Council shall be vacant upon the happening of any of the events specified in Neb. RS 19-3101 and 32-560, except as provided in Neb. RS 32-561.

(B) Any vacancy on the City Council shall be filled as provided in division (C) below.
(Neb. RS 32-568)

(C) (1) (a) Except as otherwise provided in division (C)(2) or (C)(3) belowor § 30.03, vacancies in city elective offices shall be filled by the Mayor and Council for the balance of the unexpired term. Notice of a vacancy, except a vacancy resulting from the death of the incumbent, shall be in writing and presented to the

Council at a regular or special meeting and shall appear as a part of the minutes of such meeting. The Council shall at once give public notice of the vacancy by causing to be published in a newspaper of general circulation within the city or by posting in three public places in the city the office vacated and the length of the unexpired term.

(b) The Mayor shall call a special meeting of the Council or place the issue of filling such vacancy on the agenda at the next regular meeting, at which time, the Mayor shall submit the name of a qualified registered voter to fill the vacancy for the balance of the unexpired term. The regular or special meeting shall occur upon the death of the incumbent or within four weeks after the meeting at which such notice of vacancy has been presented. The Council shall vote upon the nominee, and if a majority votes in favor of the nominee, the vacancy shall be declared filled. If the nominee fails to receive a majority of the votes, the nomination shall be rejected and the Mayor shall, at the next regular or special meeting, submit the name of another qualified registered voter to fill the vacancy. If the subsequent nominee fails to receive a majority of the votes, the Mayor shall continue at that meeting to submit the names of qualified registered voters in nomination, and the Council shall continue to vote upon the nominations at such meeting until the vacancy is filled. The Mayor shall cast his or her vote for or against the nominee in case of a tie vote of the Council. All Council members present shall cast a ballot for or against the nominee. Any member of the Council who has been appointed to fill a vacancy on the Council shall have the same rights, including voting, as if that person were elected.

(2) The Mayor and Council may, in lieu of filling a vacancy in a city elected office as provided in division (C)(1) above, call a special city election to fill such vacancy.

(3) If vacancies exist in the offices of one-half or more of the members of the City Council, the Secretary of State shall conduct a special city election to fill such vacancies. Candidates for such special election shall file a candidate filing form pursuant to § 34.07(C).

4. That the Mayor and the appropriate Department, whether one or more, of the City of Wahoo, Nebraska, are hereby authorized and directed to implement this Ordinance.

5. That should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason be invalid, it is the intent of Mayor and Council of the City of Wahoo, Nebraska, that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

6. That all ordinances or parts of ordinances passed and approved prior to the passage, approval, and publication of this Ordinance and in conflict herewith, are hereby repealed.

7. That this Ordinance shall be published within the first fifteen (15) days after its passage and approval in pamphlet form within the City of Wahoo, Nebraska, and shall be effective on the fifteenth (15th) day from and after its passage and approval as provided by law.

8. That the provisions of this Ordinance shall become and be made a part of the Wahoo Municipal Code and the sections of this Ordinance may be renumbered to accomplish such intention.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF WAHOO, NEBRASKA

By: _____
Gerald D. Johnson, Mayor

ATTEST:

Christina Fasel, City Clerk
(SEAL)

ORDINANCE NO. 4782

AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO AMEND TITLE III: ADMINISTRATION OF THE WAHOO MUNICIPAL CODE BY AMENDING CHAPTER 32: GENERAL PROVISIONS SPECIFICALLY SECTION 32.09 ENTITLED PUBLIC PARTICIPATION TO PROVIDE FOR SETTING TO PROVIDE THAT THE MAYOR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE CITY OF WAHOO, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION OF THIS ORDINANCE FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST FIFTEEN (15) DAYS AFTER ITS PASSAGE AND APPROVAL, IN PAMPHLET FORM, IN THE CITY OF WAHOO, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED BY LAW, AND AS PROVIDED HEREIN; AND THAT IT IS THE INTENTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA, AND IT IS HEREBY ORDAINED, THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF WAHOO MUNICIPAL CODE, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, on January 24, 2002, the Mayor and Council of the City of Wahoo, Nebraska, did adopt the Wahoo Municipal Code, and,

WHEREAS, the 2024 Nebraska Legislature passed legislation that directly effects Municipalities within the state and requires that the Municipal Code reflect these changes, and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, deem it in the best interests of the citizens of the City of Wahoo, Nebraska, that Wahoo Municipal Code be amended to allow a municipal employee to be elected as City Council member,

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

1. That the findings hereinabove should be and are hereby made a part of this Ordinance as fully as if set out at length herein.

2. That there shall be added to the Wahoo Municipal Code, Chapter 32, of Title III, GENERAL PROVISIONS, pertaining to Meetings, to read as follows:

§ 32.09 PUBLIC PARTICIPATION

(A) Subject to this subchapter and the Open Meetings Act, Neb. RS 84-1407 et seq., 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 § 33. 07, 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. Except for closed sessions called pursuant to § 33. 07, a public body shall allow members of the public an opportunity to speak at each meeting.

(B) It shall not be a violation of division (A) above 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.

(C) 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.

(D) No public body shall, for the purpose of circumventing this subchapter or the Open Meetings Act, Neb. RS 84-1407 et seq., hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(E) 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.

(F) 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 member entity of the public body is located outside of this state and the other requirements of Neb. RS 84-1412 are met.

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

(H) Public bodies shall make available at the meeting, 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, Neb. RS 84-1407 et seq., 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. (Neb. RS 84-1412)

4. That the Mayor and the appropriate Department, whether one or more, of the City of Wahoo, Nebraska, are hereby authorized and directed to implement this Ordinance.

5. That should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason be invalid, it is the intent of Mayor and Council of the City of Wahoo, Nebraska, that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

6. That all ordinances or parts of ordinances passed and approved prior to the passage, approval, and publication of this Ordinance and in conflict herewith, are hereby repealed.

7. That this Ordinance shall be published within the first fifteen (15) days after its passage and approval in pamphlet form within the City of Wahoo, Nebraska, and shall be effective on the fifteenth (15th) day from and after its passage and approval as provided by law.

8. That the provisions of this Ordinance shall become and be made a part of the Wahoo Municipal Code and the sections of this Ordinance may be renumbered to accomplish such intention.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF WAHOO, NEBRASKA

By: _____
Gerald D. Johnson, Mayor

ATTEST:

Christina Fasel, City Clerk
(SEAL)

ORDINANCE NO. _____

AN ORDINANCE RELATING TO meetings of a public body; to harmonize with state law; to repeal conflicting ordinances and sections; and to provide an effective date.

BE IT ORDAINED BY THE GOVERNING BODY OF THE (CITY/VILLAGE) OF _____, NEBRASKA:

Section 1. The (city/village)'s Code of Ordinances is revised to read as follows regarding meetings of a public body:

OPEN TO PUBLIC; NOTICE; AGENDA.

(A) 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 State Constitution, federal statutes, and the Open Meetings Act, Neb. RS 84-1407 et seq.
(Neb. RS 84-1408)

(B) (1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in division (B)(2) below. The notice shall be transmitted to all members of the public body and to the public.

(2) The notice shall be given by:

(a) 1. a. Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting;

b. Posting on such newspaper's website, if available;
and

c. Posting on a statewide website established and maintained as a repository for such notices by a majority of state newspapers.

2. Such notice shall be placed in the newspaper and on the websites by the newspaper.

and (b) 1. a. Posting to the newspaper's website, if available;

b. Posting on a statewide website established and maintained as a repository for such notices by a majority of state newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting.

2. Such notice shall be placed in the newspaper and on the websites by the newspaper.

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

(3) (a) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall:

1. Post such notice on its website, if available;
2. Submit a post on a statewide website established and maintained as a repository for such notices by a majority of state newspapers; and
3. Post such notice in a conspicuous public place in such public body's jurisdiction.

(b) The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

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

(5) The 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, is readily available for public inspection at the 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 24 hours before the scheduled commencement of the meeting or 48 hours before the scheduled commencement of a meeting of the (City Council/Board of Trustees) scheduled outside the corporate limits of the (city/village). The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(Neb. RS 84-1411)

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

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

Passed and approved this _____ day of _____, 20 _____.

(Mayor/Chairperson)

(SEAL)

Clerk

ORDINANCE NO. 4784

AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO AMEND TITLE IX: GENERAL REGULATIONS OF THE WAHOO MUNICIPAL CODE BY AMENDING CHAPTER 91: FIRE REGULATIONS SPECIFICALLY SECTION 91.41 ENTITLED OPEN BURNING BAN; WAIVER TO PROVIDE FOR SETTING TO PROVIDE THAT THE MAYOR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE CITY OF WAHOO, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION OF THIS ORDINANCE FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST FIFTEEN (15) DAYS AFTER ITS PASSAGE AND APPROVAL, IN PAMPHLET FORM, IN THE CITY OF WAHOO, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED BY LAW, AND AS PROVIDED HEREIN; AND THAT IT IS THE INTENTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA, AND IT IS HEREBY ORDAINED, THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF WAHOO MUNICIPAL CODE, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, on January 24, 2002, the Mayor and Council of the City of Wahoo, Nebraska, did adopt the Wahoo Municipal Code, and,

WHEREAS, the 2024 Nebraska Legislature passed legislation that directly effects Municipalities within the state and requires that the Municipal Code reflect these changes, and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, deem it in the best interests of the citizens of the City of Wahoo, Nebraska, that Wahoo Municipal Code be amended to allow a municipal employee to be elected as City Council member,

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

1. That the findings hereinabove should be and are hereby made a part of this Ordinance as fully as if set out at length herein.

2. That there shall be added to the Wahoo Municipal Code, Chapter 91, of Title IX, GENERAL REGULATIONS, pertaining to FIRE REGULATIONS, to read as follows:

§ 91.41 OPEN BURNING BAN; WAIVER

(A) There shall be an open burning ban on all bonfires, outdoor rubbish fires, and fires for the purpose of clearing land.

(B) (1) The Fire Chief may waive an open burning ban under division (A) above for an area under the City Fire Department's jurisdiction by issuing an open burning permit to a person requesting permission to conduct open burning. The permit issued by the Fire Chief to a person desiring to conduct open burning shall at a minimum contain:

(a)The name and telephone number of the landowner;

- (b) The burn location;
- (c) The date and beginning and ending time of the burn;
- (d) A description of the material to be burned; and
- (e) The name and telephone number of the person responsible for the burn.

(2) The local Fire Department may have additional requirements for a burn to be permitted. The permit shall contain the signature, written or electronic, of the local Fire Chief. The State Fire Marshal shall provide a sample form with the minimum requirements on the website of the State Fire Marshal.

(C) The Fire Chief may waive the open burning ban in the City Fire Department's jurisdiction when conditions are acceptable to the Chief. Anyone intending to burn in that jurisdiction when the open burning ban has been waived shall notify the Fire Chief of his or her intention to burn prior to starting the burn.

(D) The Fire Chief may adopt standards listing the conditions acceptable for issuing a permit to conduct open burning under division (B) above.

(E) The Fire Department may charge a fee not to exceed \$10 for each such permit issued. This fee shall be remitted to the City Council for inclusion in the general funds allocated to the Fire Department. These funds shall not reduce the tax requirements for the Fire Department. No such fee shall be collected from any state or political subdivision to which such a permit is issued to conduct open burning under division (B) above in the course of that state's or political subdivision's official duties.

(Neb. RS 81-520.01) Penalty, see§ 10.99

4. That the Mayor and the appropriate Department, whether one or more, of the City of Wahoo, Nebraska, are hereby authorized and directed to implement this Ordinance.

5. That should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason be invalid, it is the intent of Mayor and Council of the City of Wahoo, Nebraska, that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

6. That all ordinances or parts of ordinances passed and approved prior to the passage, approval, and publication of this Ordinance and in conflict herewith, are hereby repealed.

7. That this Ordinance shall be published within the first fifteen (15) days after its passage and approval in pamphlet form within the City of Wahoo, Nebraska, and shall be effective on the fifteenth (15th) day from and after its passage and approval as provided by law.

8. That the provisions of this Ordinance shall become and be made a part of the Wahoo Municipal Code and the sections of this Ordinance may be renumbered to accomplish such intention.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF WAHOO, NEBRASKA

By: _____
Gerald D. Johnson, Mayor

ATTEST:

Christina Fasel, City Clerk

(SEAL)