

WAHOO CITY COUNCIL AGENDA
Thursday, December 4, 2025 - 7:00 PM
City Hall, 605 N Broadway, 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

Advise the public of the location of posting of Open Meetings Act and Title VI information

Roll Call

Public hearings and associated actions

1. Public Hearing regarding a resolution to declare the property commonly known as 139.27 acres located Southeast of the Hwy 77/109/92 roundabout as blighted and substandard.
2. Public hearing regarding an application for Tax Increment Financing (TIF) for Old Casey's property.
3. Public Hearing regarding the preliminary plat for Krumel Industrial Subdivision
4. Public Hearing regarding a proposed amendment to the zoning regulations regarding section 7.01.14 Design Requirements for parking lots regarding parking plan approval requirements

Items Not Requiring a Public Hearing

1. Action regarding an application for a Change of Zoning at 1685 County Road M from R3 - High Density Residential to LLR - Large Lot Residential submitted by David and Renee Meyer

Report on current and upcoming projects

Miscellaneous and correspondence

Approve minutes of the November 5, 2025, meeting.

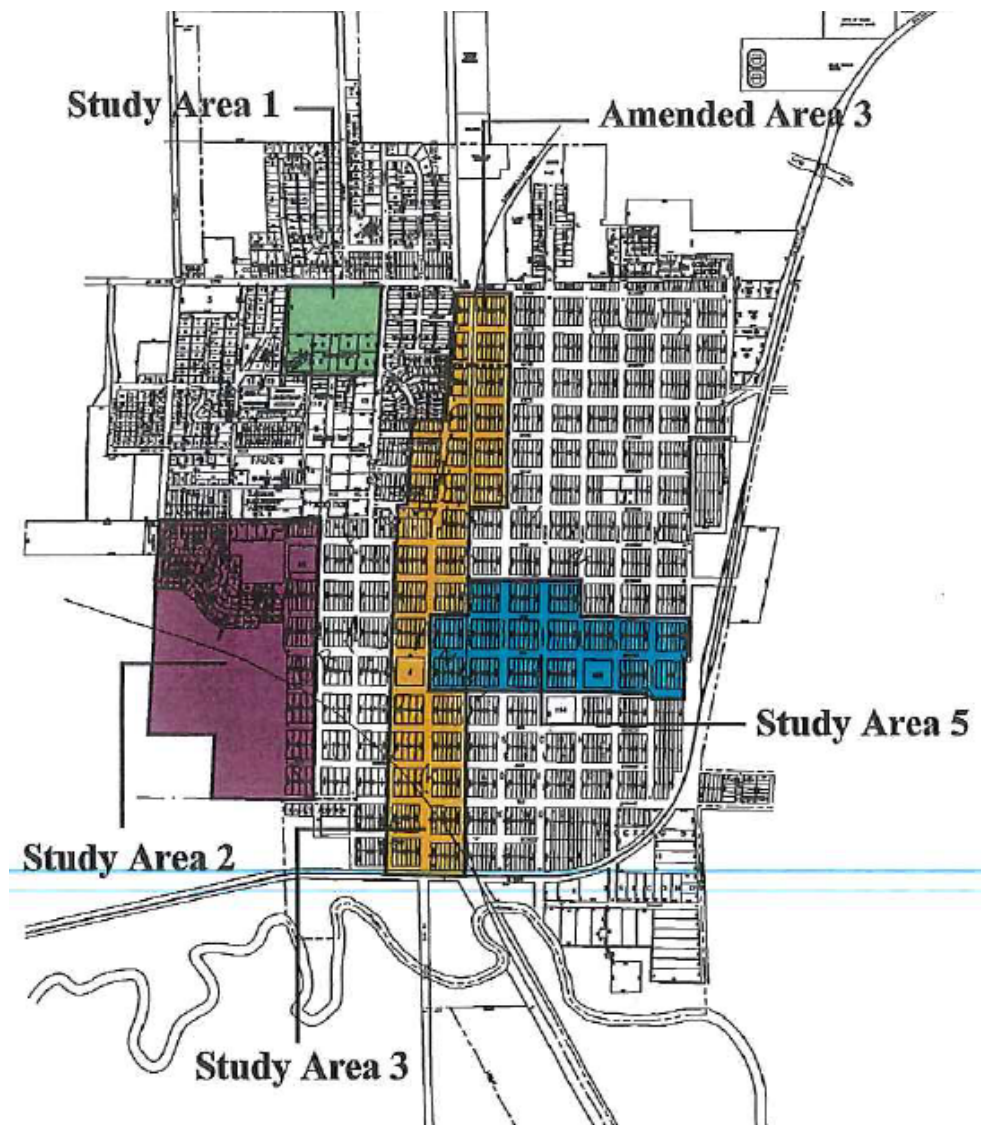
Adjournment

**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF WAHOO, NEBRASKA**

(250 W 12TH STREET LLC REDEVELOPMENT PROJECT)

INTRODUCTION

The City of Wahoo, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Original Wahoo Redevelopment Plan prepared by JEO Consulting Group, Inc. and originally approved in 2001 (the “Redevelopment Plan”). The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas defined in the Redevelopment Plan (the “Redevelopment Area”).



The Redevelopment Plan was approved by the City Council of the City, and has subsequently been amended from time to time pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2158 (the “Act”).

Pursuant to the Act, the City created the Community Development Agency of the City of Wahoo, Nebraska (“CDA”), which administers the Redevelopment Plan for the City.

The purpose of this Amendment to the Redevelopment Plan is to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions, which property is identified and legally described on the attached and incorporated Exhibit “A” (the “Project Site”), and to identify a proposed redevelopment project on the Project Site.

The Project Site is located within Redevelopment Area 3 of the City:



250 W 12TH STREET LLC REDEVELOPMENT PROJECT

Project Site

The Project Site is in need of redevelopment. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the

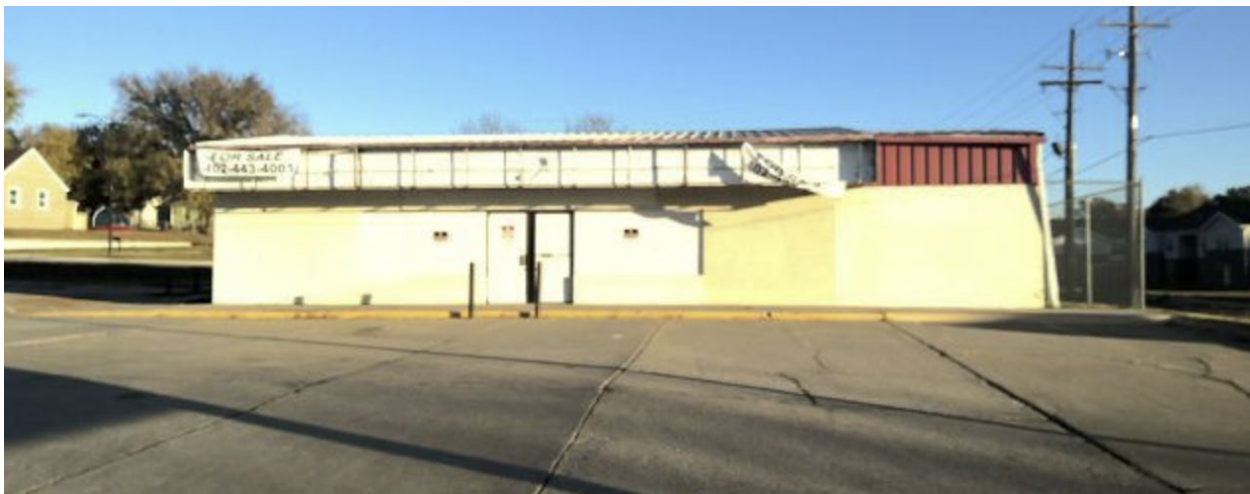
general welfare of the community including, among other things, adequate provisions for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

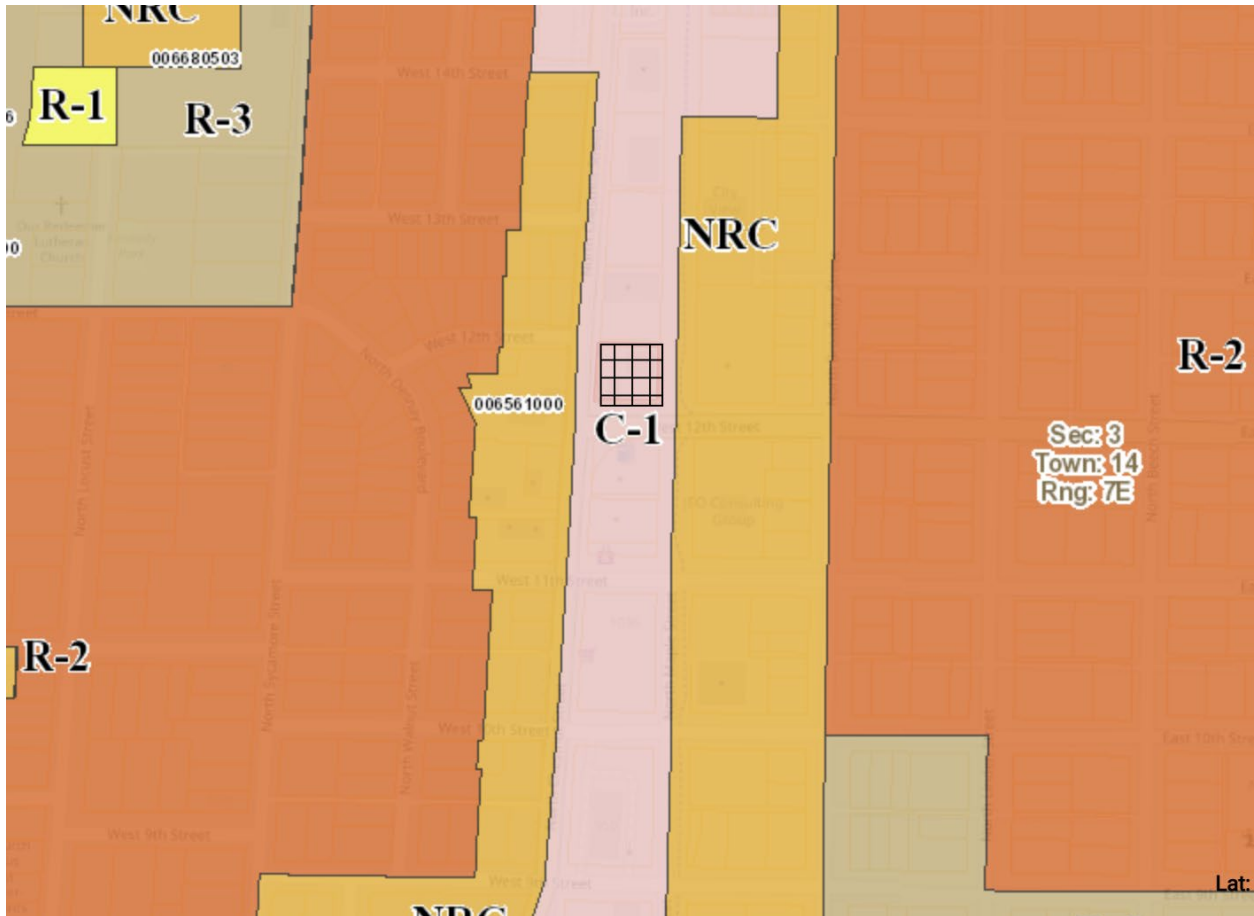
The Project Site is the site of a former Casey’s gas station/convenience store. The gas station/store is no longer operational, and the building is in disrepair. Due to the condition of the building, the property valuation has decreased by more than 66% since 2021:

Current Value Information			
Land Value	Dwelling Value	Improvement Value	Total Value
\$65,962	\$0	\$56,184	\$122,146

Prior Year Value Information				
Year	Land Value	Dwelling Value	Improvement Value	Total Value
2024	\$31,841	\$0	\$55,075	\$86,916
2023	\$31,841	\$0	\$55,075	\$86,916
2022	\$31,841	\$0	\$55,075	\$86,916
2021	\$31,840	\$331,203	\$0	\$363,043
2020	\$31,840	\$260,790	\$0	\$292,630

A photograph of the Project Site is set forth below:





The Project Site requires significant up-front costs in order to be developed, including demolition, site preparation, and street access improvements at a minimum. Because of these additional upfront costs to prepare the Project Site, the CDA has determined that the Project is not feasible without the use of tax increment financing.

The Redevelopment Project

250 W 12th Street LLC, a wholly owned subsidiary of JEO Building Company, a Nebraska corporation (“Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The proposed project consists of the redevelopment of 250 W 12th Street - formerly the Casey's General Store property. Redeveloper will redevelop and rehabilitate the 2,400 square foot building, along with significant site and landscaping improvements to utilize the property as a professional services office building (the “Project”). The Project Site will be landscaped to exceed the Gateway Corridor Overlay requirements. The current plan for the project is to consolidate the three vehicular access points off of West 12th and North Chestnut down to two access points, one off each street, respectively. The Project will also include façade enhancements above building code requirements that will contribute to the aesthetic improvements to site at this important intersection for the community. The Project Site and building located thereon will

be used and operated as a professional office building. The Redeveloper or an affiliated entity will own the Project Site and lease out space in the office building to to-be-determined tenants.

A preliminary site layout and rendering for the Project is set forth on the attached and incorporated Exhibit “B”. The plans are preliminary in nature and subject to change.

Pursuant to this Project, Redeveloper will pay the costs of the private improvements and the public improvements. As part of the Project, the CDA shall utilize tax increment financing (“TIF”) on the Project Site to assist in payment of the public improvements, but Redeveloper shall pay all the costs of the public improvements not covered by TIF.

Redeveloper estimates that the total Project costs shall be approximately \$1,171,000. The current projected TIF Uses for the Project are set forth below:

Cost of Issuance	TBD - \$7,500
Administration Fee	\$2,000
Site Acquisition	\$150,000
Demolition	\$43,600
Site Work	\$20,000
Street Access/Public Parking/Landscaping	\$106,500
Arch/Engineering	\$75,000
Legal	\$10,000
Total	\$414,600

Based upon the TIF Projections provided in Exhibit “D”, attached hereto and incorporated herein, it is projected that the Project could support TIF Indebtedness in the amount of approximately \$270,600.¹ The CDA will issue one TIF Note for the Project in the total principal amount of \$270,600, with a 0% interest rate. Details regarding the issuance of the TIF Indebtedness will be set forth in the redevelopment agreement for the Project.

The list of TIF Uses is preliminary and subject to change, and the costs are estimates. The actual cost of all TIF Uses must be certified to the CDA to be eligible for reimbursement. In addition, TIF-eligible expenditures will include, and Redeveloper shall pay, the CDA’s cost of issuance, including attorney fees, and the CDA’s administration fee in the amount of \$2,000.

Redeveloper anticipates construction commencement in February, 2026,

¹ For the purpose of the TIF Projections for this Project, the CDA: (1) has assumed the Project will capture the full 15 years of tax increment and there will not be a partial valuation in the first year; (2) has not factored any annual changes to the applicable tax levy, and (3) has not accounted for any increase in the assessed value of the Project Site during the 15 year tax increment financing period. All of these assumptions will change the actual amount of the tax increment generated by the Project.

pending TIF approval, and construction completion is approximately July, 2026. The effective date for the division of taxes for the Project shall be January 1, 2027.

The use of TIF to assist with the costs of the public improvements will make the Project as designed feasible. The Project cannot be completed as designed without the site work, demolition, and street access improvements, and the public improvements require the use of TIF to assist with the costs. The Project will also include certain façade and landscaping enhancements, which are improvements above minimum code requirements that will enhance the area and decrease blighted and substandard conditions in the area, but those enhancements add additional costs to that Project and not feasible without TIF. The redevelopment of the Project Site pursuant to the Project identified in this Amendment to the Redevelopment Plan will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. Redeveloper states in the TIF application that: “TIF is necessary for the feasibility of this project due to the cost burden of acquisition, site preparation, and construction of this redevelopment proposal. The difference in the project rate of return with TIF versus without TIF make this project feasible provided the level of risk when undertaking this form of redevelopment.”

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to assist with payment for those eligible expenditures as set forth in the Act. The additional costs of the public improvements and all the costs of the private improvements shall be paid by Redeveloper; the City and/or CDA shall not be required to incur any costs or expenses with respect to this Project other than the issuance of the TIF Indebtedness. Redeveloper shall arrange all financing necessary for the Project, including any financing relating to the TIF Indebtedness.

Statutory Elements

This section includes a consideration of the statutory elements identified under the Act.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, is necessary to accomplish the Project. Redeveloper has contracted to purchase the Project Site from the current owner. The existing building on the site that will be renovated is a vacant gas station that is not currently in use for any purpose.

B. Population Density

The proposed development at the Project Site is a commercial office building. No increase in population density is anticipated within the Project Site.

C. Land Coverage

The Project Site is approximately 19,841 square feet. The existing building will be redeveloped and rehabilitated, and the land coverage should be substantially the same as it is currently. The Project is subject to and must comply with the applicable land-coverage ratios and zoning requirements as required by the City of Wahoo.

D. Traffic Flow, Street Layouts, and Street Grades

The Project Site was formerly used as a gas station/convenience store, so it had a large amount of commercial traffic. The streets in this area are sufficient and designed for significant traffic. No further street improvements should be required based on the Project. Redeveloper is proposing to reduce the three vehicular access points on the Project Site down to two access points. This should increase safety and improve street traffic flow on the adjacent streets.

E. Parking

The exact number and configuration of parking stalls for the Project is still to be determined by the City, but Redeveloper shall be required to construct adequate parking for the Project. Redeveloper will be responsible for ensuring that the Project meets or exceeds the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is zoned C-1 Downtown Commercial District and the proposed use is permitted in said zoning district as a permitted use. No zoning, building code, or ordinance changes will be necessary for the Project. Redeveloper shall be responsible for obtaining all building permits, and for compliance with the local subdivision and zoning regulations and building codes.

Cost-Benefit Analysis

Pursuant to section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and incorporated by this reference.

Comprehensive Plan

The Wahoo Comprehensive Plan was approved by the City Council of the City on December 14, 2017, pursuant to Ordinance #2258 (the "Comprehensive Plan"). Several goals of the Comprehensive Plan will be furthered by this Project, including, but not limited to:

Energy Goal 1: To reduce energy use per capita in Wahoo

- a. Ensure efficient use of land resources
 - i. Encourage new development adjacent to existing development

- ii. Encourage infill development
- iii. Encourage mixed use development

Environmental Goals

ENV-2 Zoning and subdivision regulations should reflect conservation by promoting walkable, mixed-use development and utilizing conservation easements and other regulatory tools.

Economic Development Goals

ED-5 Continually evaluate existing incentive program availability to ensure the competitiveness of Wahoo in business recruitment, retention, and expansion efforts.

ED-6 Develop an incentive program to promote redevelopment and investment in the Central Business District

The Project meets and furthers the goals set forth in the Comprehensive Plan and is thus in conformance with the Comprehensive Plan.

Note: This section is not a comprehensive analysis of the Project's conformance with the Comprehensive Plan but is meant to highlight and summarize the key points on this topic.

Additional Project Information from Redeveloper

Redeveloper has represented that: (i) without the use of TIF, this Project would not be feasible and the Redeveloper could not develop this Project on the Project Site; (ii) no families will be displaced or relocated from the Project Site based upon this Project, and (iii) Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

EXHIBIT "A"
Legal Description of the Project Site

The Project Site is identified as PID 006089000 and legally described as follows:

Lots 3 and 4, Block 88, County Addition to Wahoo, Saunders County,
Nebraska

The general location of the Project Site is identified below:

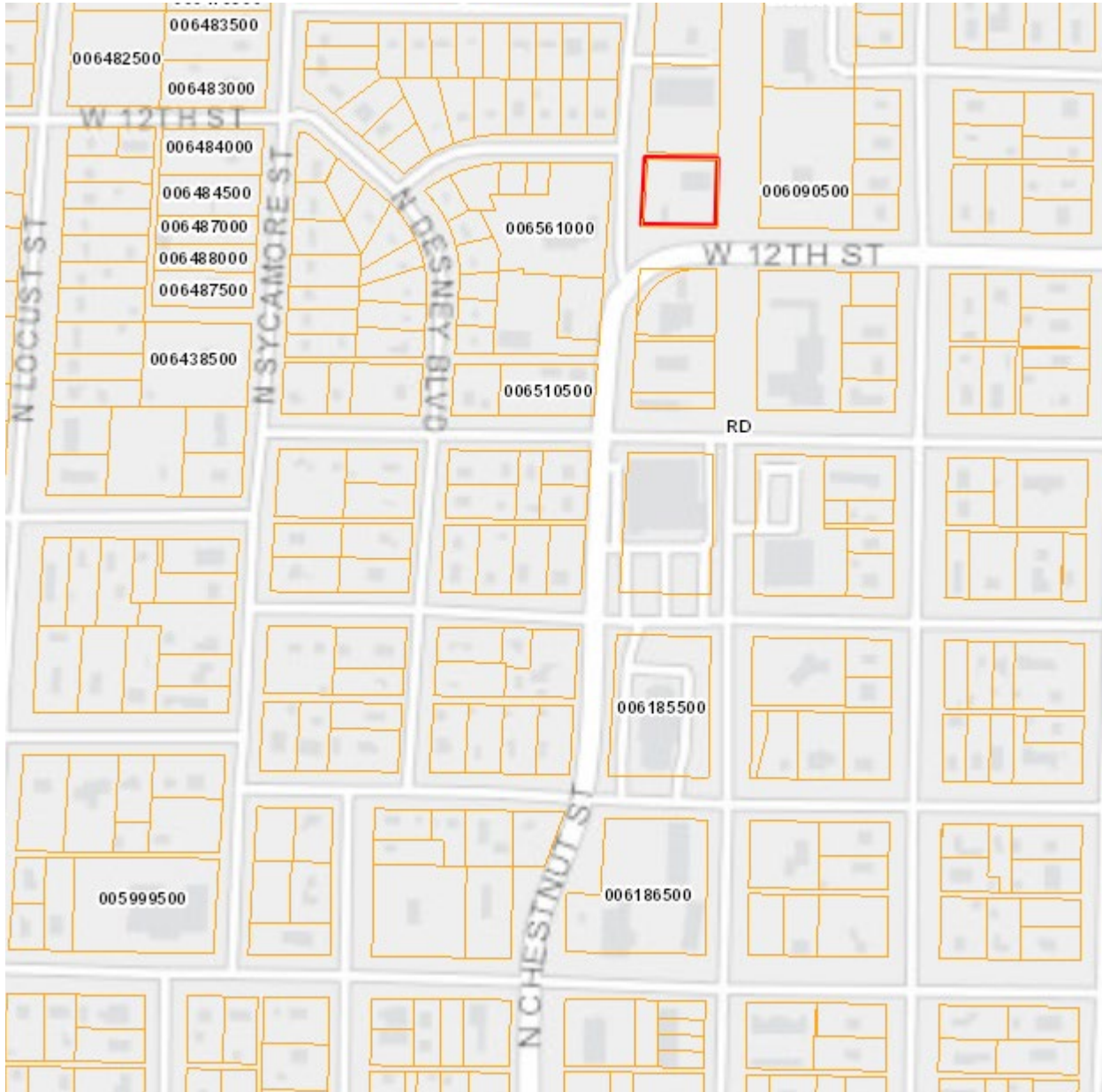


EXHIBIT "B"
Preliminary Site Layout and Rendering



Exhibit "B"



Exhibit "B"

EXHIBIT “C”
Cost Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the 250 W 12th Street LLC Redevelopment Project, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by Neb. Rev. Stat. § 18-2147.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15 year tax shift for the entire Project (both phases combined) is as follows:

a.	Base Valuation:	\$122,146
b.	Projected Completed Project Assessed Valuation:	\$1,171,000
c.	Projected Tax Increment Base:	\$1,048,854
d.	Estimated Tax Levy:	1.72
e.	Annual Projected Tax Shift:	\$18,040

Additionally, as stated in the Redevelopment Plan Amendment, the valuation of the property has decreased by \$240,000 since 2019, which equates to approximately \$4,200 per year in lost property taxes. It is not unreasonable to anticipate further decrease in value of the property if the building is allowed to deteriorate further with no redevelopment of the site.

Note: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is an assumed levy rate set forth above. There has been no accounting for a partial valuation in the first year of the TIF period for either phase. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

The Project is an infill development of a previously used commercial site, so it is not anticipated to have a material impact on public infrastructure

improvements. The Project Site will include site work and demolition, improvements to the site access from the public streets which should have a positive impact on traffic overall in the area, public parking improvements, and other public improvements. The CDA and Redeveloper do not anticipate that the Project will have a negative impact on now-existing City infrastructure or any community public services.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. It is anticipated that the tenants of the building may generate sales tax, will pay personal property taxes on the personal property associated with the businesses that are located in the new space, and will require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

The Project is anticipated to have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create additional office space for expansion or relocation of businesses. The tenants are not known at this time, and could change over the course of the TIF period, but the creation of additional general office space should not be considered a material adverse effect on businesses.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project will create office space for businesses to relocate or expand. This should increase the overall robustness and vibrancy of the employment sector in the Redevelopment Area. The businesses are unknown at this time, but the Project should increase the need for services and products from existing businesses. New office uses will naturally increase traffic to other local businesses and restaurants, and will need services provided by other local businesses. This should create a positive effect on all businesses in the City.

5. Impacts on the student populations of school districts within the City:

It is not anticipated that the Project will have a material impact on the student populations of the school district within the City. The Project will result in additional office space in the City, but the actual increase in jobs, and therefore potential population increase, is unknown and too speculative to calculate. However, based on the size of the project and the fact that there is no residential component, the overall potential impact on the student population is deemed to not be material or substantial.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

7. Summary of Findings:

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.

**EXHIBIT “D”
TIF Projections**

TIF SOURCES

1. General Assumptions

Tax Levy	1.72
Interest Rate	0%
Number of Years	15

2. Property Valuation Assumptions

Base Value	\$122,146
Final Value	\$1,171,000

3. TIF Calculations

	Assessed Value	Est. Taxes
Base Value	\$122,146	\$2,101
Final Value	\$1,171,000	\$20,141
<hr/>		
Increment	\$1,048,854	\$18,040
Annual TIF Amount	\$18,040	
Total TIF	\$270,600	
TIF Indebtedness	\$270,600	

TIF USES

Cost of Issuance	\$7,500
Administration Fee	\$2,000
Site Acquisition	\$150,000
Demolition	\$43,600
Site Prep	\$20,000
Parking/landscaping	\$106,500
Arch/Engineering	\$75,000
Legal	\$10,000
Total	\$414,600

2025

City of Wahoo East Industrial Area Blight Study

Adopted XXX, XX, 2025 – Resolution XX-XXXX



Executive Summary

This report presents the findings of the East Industrial Area Blight and Substandard Study conducted by Ray Planning Solutions for the City of Wahoo. The study evaluates the designated area for conditions that meet the statutory definitions of "blighted" and "substandard" under Nebraska Community Development Law. Based on field surveys, data analysis, and statutory criteria, the study concludes that the area qualifies for designation as blighted and substandard, enabling the city to pursue redevelopment strategies.

Purpose of the Study

This East Industrial Area Blight and Substandard Study of the designated study area is intended to give the Community Development Agency and City Council the basis for considering the existence of blight and substandard conditions within the delineated study area. Through this process, the City of Wahoo's Community Development Agency may employ and exercise the power authorized in Nebraska Community Development Law to eliminate and prevent blighted and substandard conditions that are detrimental to the future public health, safety, morals, and general welfare of the entire community as well as the surrounding region. If the City of Wahoo finds and determines, based on substantial evidence in the record before it, that the recommended Blight and Substandard Area (detailed below and referred to herein as "East Industrial Area Blight Study Area") meets the statutory conditions for an area that is blighted, substandard, and in need of redevelopment, the designated study area will become a Redevelopment Area under the Community Development Law (Neb. Rev. Stat. §§ 18-2101 to 18-2158).

Through the redevelopment process, the City of Wahoo can guide future development in the community and provide financial incentives for development. The use of the Nebraska Community Development Law by the City of Wahoo is intended to improve the community and enhance the quality of life for all residents by eliminating conditions that contribute to the spread of blight or hinder private reinvestment in the area due to these factors. Using the Nebraska Community Development Law, Wahoo can eliminate negative factors and implement programs and/or projects identified to improve conditions, thereby removing, or preventing blight and substandard conditions.

This blight and substandard study examines the existing conditions of land use, physical and other constraints, buildings, and structures within the designated study area in the City of Wahoo to determine its eligibility for redevelopment activities. Potential opportunities for redevelopment exist throughout the designated study area, which would allow the City of Wahoo to overcome blighted and substandard conditions and avoid issues that could lead to blight and substandard conditions. When evaluating blight and substandard conditions, the City of Wahoo must adhere to Nebraska Community Development Law.

Nebraska Revised State Statutes

The Community Development Law provides guidelines under which municipalities may address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating area, as well as the prevention and elimination of substandard and blighted area. The Legislature has declared, in pertinent part:

It is hereby found and declared that there exist in cities of all classes and villages of this state area which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses...These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided...It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by area which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue. §18-2102

Consistent with these findings, municipalities have been granted the power to address deterioration, substandard conditions, and blight through any number of means, including “the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” Neb. Rev. Stat. §18-2104.

Nebraska Revised Statute §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions, shall afford maximum opportunity, consistent with sound needs of the city, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements.

The process of improving an area begins with the creation of a municipality-wide workable program for utilizing appropriate private and public resources to address the specific conditions to be improved. Such workable programs may include “provision for the prevention of the

spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted area or portions thereof by re-planning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof.” Neb. Rev. Stat. §18-2105.

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community. Nebraska Revised Statute §18-2105 also grants authority to the governing body to formulate a redevelopment program. The statute reads:

The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted area, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted area or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof. §18-2105

Prior to the adoption of a redevelopment plan, a municipality must have an adopted comprehensive plan (§18-2110) and shall have declared the redevelopment area to be a substandard and blighted area in need of redevelopment (§18-2109).

The important community development terms are defined in Nebraska Revised Statute §18-2103, several of which are shown below (organization and emphasis added):

Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

Blighted area means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,

(b) in which there is at least one of the following conditions:

(i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;

(ii) the average age of the residential or commercial units in the area is at least forty years;

(iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;

(iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or

(v) the area has had either stable or decreasing population based on the last two decennial censuses.

In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted.

Substandard and Blight Analysis

As set forth in section 18-2103(31), **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. Dilapidation/deterioration*

Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)

- Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).

2. Age or obsolescence

Estimate age of structures (40+ years criteria)

3. Inadequate provision for ventilation, light, air, sanitation, or open spaces

Overall sight conditions

- Examples include junked cars or debris, cluttered alleyways, antiquated infrastructure systems (overhead power lines), outdoor storage/sanitation facilities, unpaved parking/outdoor storage.

4. Other substandard conditions

- (a) High density of population and overcrowding (census); or
- (b) The existence of conditions which endanger life or property by fire and other causes or unsanitary and unsafe conditions ; or
- (c) Any combination of such factors which is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health, safety, morals, or welfare (includes sanitation concerns, inadequate infrastructure systems (sewer, water service mains, storm sewers), poor lighting, crime statistics, floodplain area, outdoor storage, site clutter).

As set forth in the Community Development Law, a **blighted area** shall mean an area, which by reason of the presence of:

1. A substantial number of deteriorated or deteriorating structures*

Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)

- Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).

2. Existence of defective or inadequate street layout

Condition of streets/inadequate access including sidewalks

- Examples include street conditions, dead ends, railroad crossings, linear downtown, narrow alleyways, blind crossings, and sidewalk condition.

3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Conditions associated with accessibility/usefulness of the lots

- Examples include land locked parcels, odd shaped lots, undersized lots, lots with accessibility concerns.

-
- 4. Unsanitary or unsafe conditions**
Conditions which pose a threat to public health and safety
 - Examples include age and physical condition of structures, floodplain, lack of public infrastructure systems, unsanitary conditions, ventilation concerns.
 - 5. Deterioration of site or other improvements**
Field observation of age and condition of public utilities, debris, and inadequate public improvements
 - Examples include lack of off-street parking, storm drainage, junk cars, dilapidated structures, debris, on-site storage, congested overhead power lines.
 - 6. Diversity of ownership**
The total number of unduplicated owners
 - Examples include the necessity to acquire numerous lots is a hindrance to redevelopment. However, land assemblage of larger proportions necessary for major developments, is more economically feasible and will attract financial support, as well as public patronage required to repay such financial support. Such assemblage is difficult without public intervention.
 - 7. Tax or special assessment delinquency exceeding the fair value of the land**
Examination of public records to determine the status of taxation of properties
 - Examples include delinquent taxes, real estate taxes or special assessments exceeding the fair market value.
 - 8. Defective or unusual conditions of title**
Examine public records to determine any defective or unusual title defects
 - Examples include improper filings, liens, defective titles, etc.
 - 9. Improper subdivision or obsolete platting**
Examine public records to determine improper subdivision and obsolete platting
 - Examples include undersized lots, improper zoning, lot configuration, easement concerns, never recorded vacated streets, accessibility concerns.
 - 10. The existence of conditions which endanger life or property by fire or other causes**
Examine conditions which endanger life or property
 - Examples include inadequate, undersized, or inoperative public infrastructure systems, floodplain, building materials, site access, on-site storage (cars), secluded area for pests and vermin to thrive, inadequate surface drainage, street/sidewalk conditions, etc.
 - 11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, hinders the provision of housing accommodations, or constitutes an economic or social liability**
Economic and/or socially undesirable land uses
 - Examples include incompatible land uses, economic obsolescence, functional obsolescence which relates to the property's ability to compete in the marketplace.
 - 12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:**
 - (a) Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average (Census statistics);

- (b) The average age of the residential or commercial units in the area is at least 40 years (Public Records);
- (c) More than half of the plotted and subdivided property in the area is unimproved land that has been within the city for 40 years and has remained unimproved during that time (Public records);
- (d) The per capita income of the designated blighted area is lower than the average per capita income of the city or village in which the area is designated (Census); or
- (e) The area has had either stable or decreasing population based on the last two decennial censuses (Census).

*Where structural conditions are evaluated, individual structures are rated in accordance with the following rating schedule as defined by the U.S. Department of Housing and Urban Development: no problem, adequate condition, deteriorating condition, or dilapidated condition. The following descriptions define the rating schedule used to assess and evaluate building and structure conditions:

No Problem

- No structural or aesthetic problems are visible.

Adequate Condition

- Slight damage to porches, steps, roofs, etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window frames.

Deteriorating Condition

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls (up to one-quarter of the wall), or roof (up to one-quarter of roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked windowpanes,
- Some rotted or loose windows or doors (no longer wind or waterproof),
- Missing bricks or other masonry of chimney, and
- Makeshift (un-insulated) chimney.

Dilapidated Condition

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large area of foundation, on walls or on roof,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood, or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

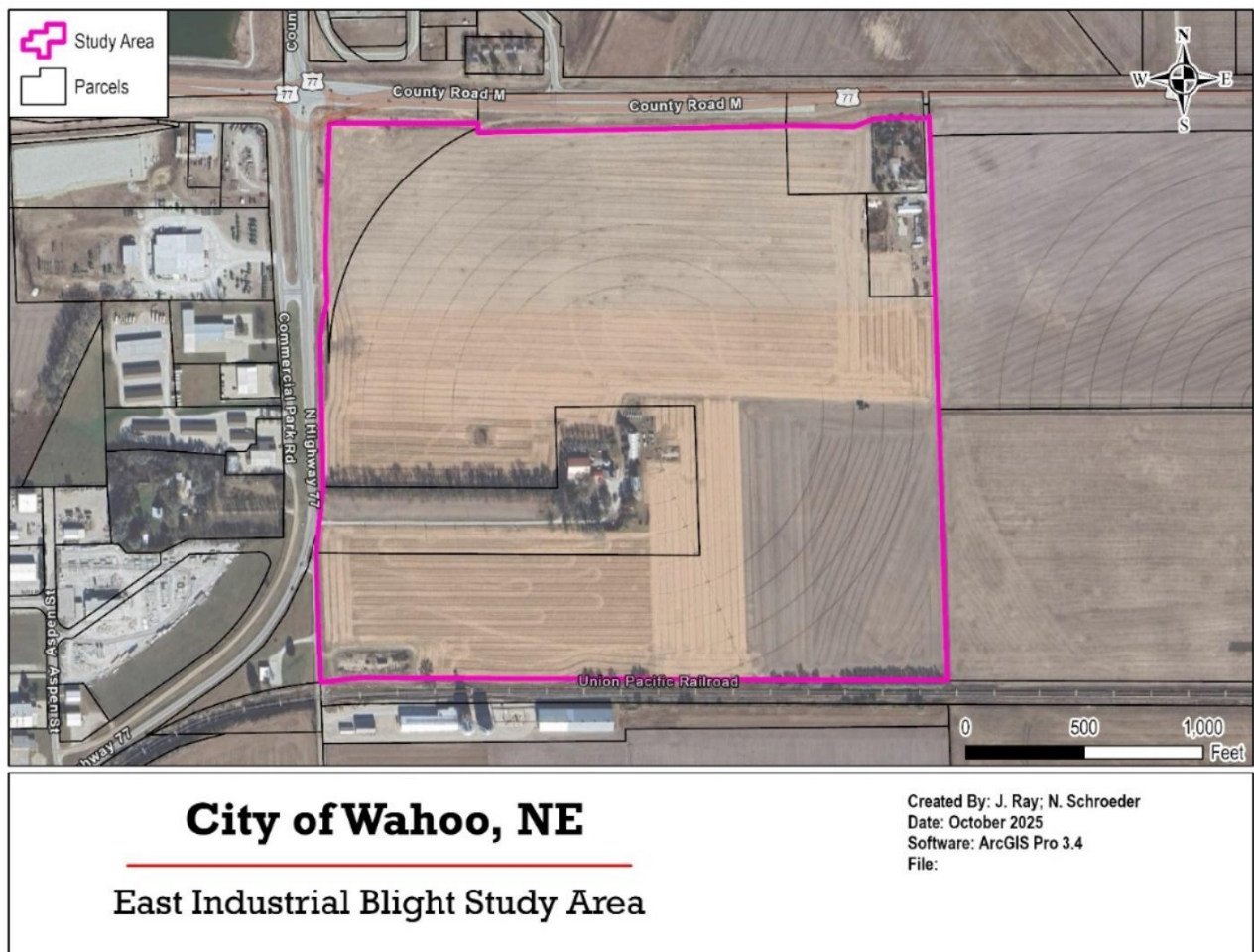
Designated Study Area

The designated study area is property outside the current Corporate Limits of the City of Wahoo. The designated study area was selected for a number of reasons, including:

1. The presence of blighted and substandard characteristics within the study area.
2. The potential for private development and redevelopment activities in the study area.
3. The need for improvements in infrastructure due to specific existing conditions.
4. The economical and functional obsolescence of certain properties within the study area.
5. The need for public intervention to stimulate the development and redevelopment of vital infrastructure systems and housing to support these private redevelopment efforts.

The study area as identified can be found in Figure 1. For this study, the study area will be known as the “Designated Study Area” which was reviewed for substandard and blight characteristics.

Figure 1: Designated Study Area



The designated study area is located outside but adjacent to the corporate limits of the City of Wahoo and within the City’s extra-territorial jurisdiction. Because the designated study area is not yet located within the corporate limits, the area or portions thereof will need to be annexed to be included in the Community Development Agency’s area of operation to become eligible for Tax Increment Financing, as specific projects make application to the CDA for a redevelopment project.

Recommended Blight and Substandard Area

Based upon the review of the designated study area, and its context with the community, Ray Planning Solutions recommends the designated study area be recommended as a Blight and Substandard Area. This area consists of approximately 139.3 acres. The following boundary description delineates the Recommended Area:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE S04°03'15"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 151.55 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 77 AND NEBRASKA HIGHWAY 92 AND THE POINT OF BEGINNING; THENCE CONTINUING S04°03'15"E ON SAID EAST LINE, A DISTANCE OF 2340.86 FEET OT THE NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S88°18'33"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2425.97 FEET TO A POINT OF CURVATURE; THENCE WESTERLY CONTINUING ON SAID NORTH RIGHT OF WAY LINE, ON A 1820.67 FOOT RADIUS CURVE TO THE LEFT AND ARC DISTANCE OF 226.89 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N04°14'10"W ON SAID WEST LINE, A DISTANCE OF 765.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 77; THENCE NORTHERLY ON SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING 5 COURSES: N85°45'51"E, 33.00 FEET; N01°01'23"E, 72.27 FEET; N00°23'23"W, 452.95 FEET; N04°14'09"W, 391.18 FEET; N00°23'46"E, 526.01 FEET; THENCE EASTERLY ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 77 AND NEBRASKA HIGHWAY 92 THE FOLLOWING 12 COURSES: N62°52'08"E, 157.00 FEET; N67°08'02"E, 187.45 FEET; N89°14'03"E, 354.93 FEET; S31°04'44"W, 20.13 FEET; THENCE N86°05'31"E, A DISTANCE OF 1577.01 FEET; THENCE N87°12'23"E, A DISTANCE OF 698.71 FEET; THENCE N89°00'21"E, A DISTANCE OF 286.48 FEET; THENCE N65°53'31"E, A DISTANCE OF 88.35 FEET; THENCE N83°16'20"E, A DISTANCE OF 81.56 FEET; THENCE N88°13'21"E, A DISTANCE OF 82.02 FEET; THENCE S86°36'43"E, A DISTANCE OF 48.88 FEET; THENCE S04°03'07"E, A DISTANCE OF 40.31 FEET; THENCE N83°21'22"E, A DISTANCE OF 24.02 FEET TO THE POINT OF BEGINNING, CONTAINING 139.27 ACRES, MORE OR LESS..

Findings and Contributing Factors

The intent of this study is to determine whether the East Industrial Area Blight Study Area within the community has experienced structural and site deterioration or if there are other negative factors which are decreasing the development potential for the area. The field survey conducted on September 5, 2025, indicated the study area has such, thus the study area warrants further examination regarding blighted and substandard conditions. The following factors were evaluated to determine if there is a reasonable presence of blight and substandard conditions within the East Industrial Area Blight Study Area.

This section reviews the building and structure conditions, infrastructure, site conditions, county assessor's records and land use found within the East Industrial Area Blight Study Area based upon the statutory definitions, planning team observations during the field survey, and explains the identified contributing factors. Appendix A provides a visual description and documents examples of the different conditions that led to each factor's determination. See Appendix A for a visual description of the site conditions, debris, condition of public infrastructure, deteriorating structures, and other observed conditions within the East Industrial Area Blight Study Area.

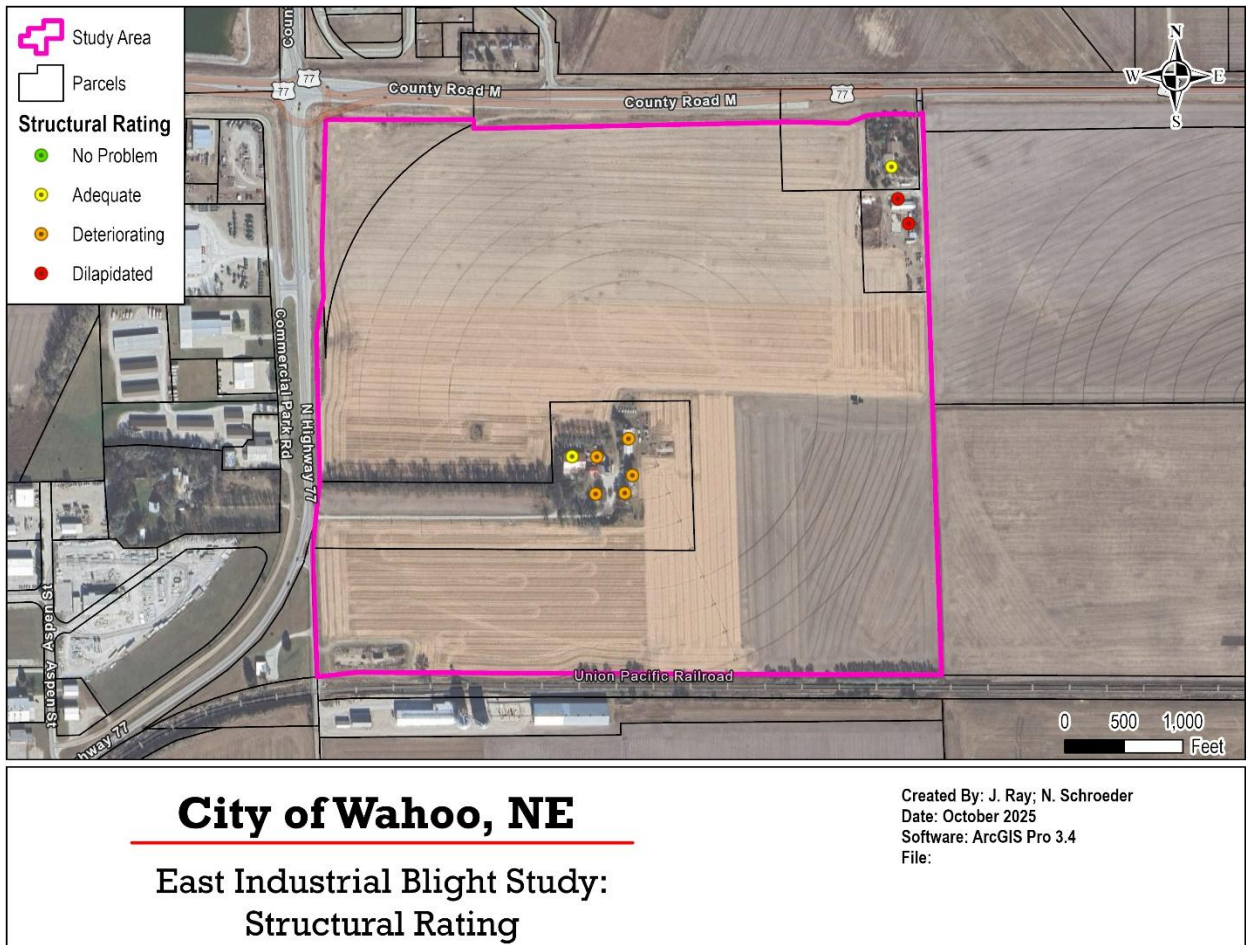
BLIGHTED CRITERIA CONDITIONS

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of the following.

Substantial Number of Deteriorated or Deteriorating Structures

The structures for each parcel within the East Industrial Area Blight Study Area were examined: two residential and seven agricultural accessory structures. Fifty percent of the primary residential structures and 86% of the accessory structures within the designated study area were graded as deteriorating or dilapidated. Figure 2 illustrates the distribution of the structural ratings within the study area. This is considered a significant contributing factor.

Figure 2, Structural Rating

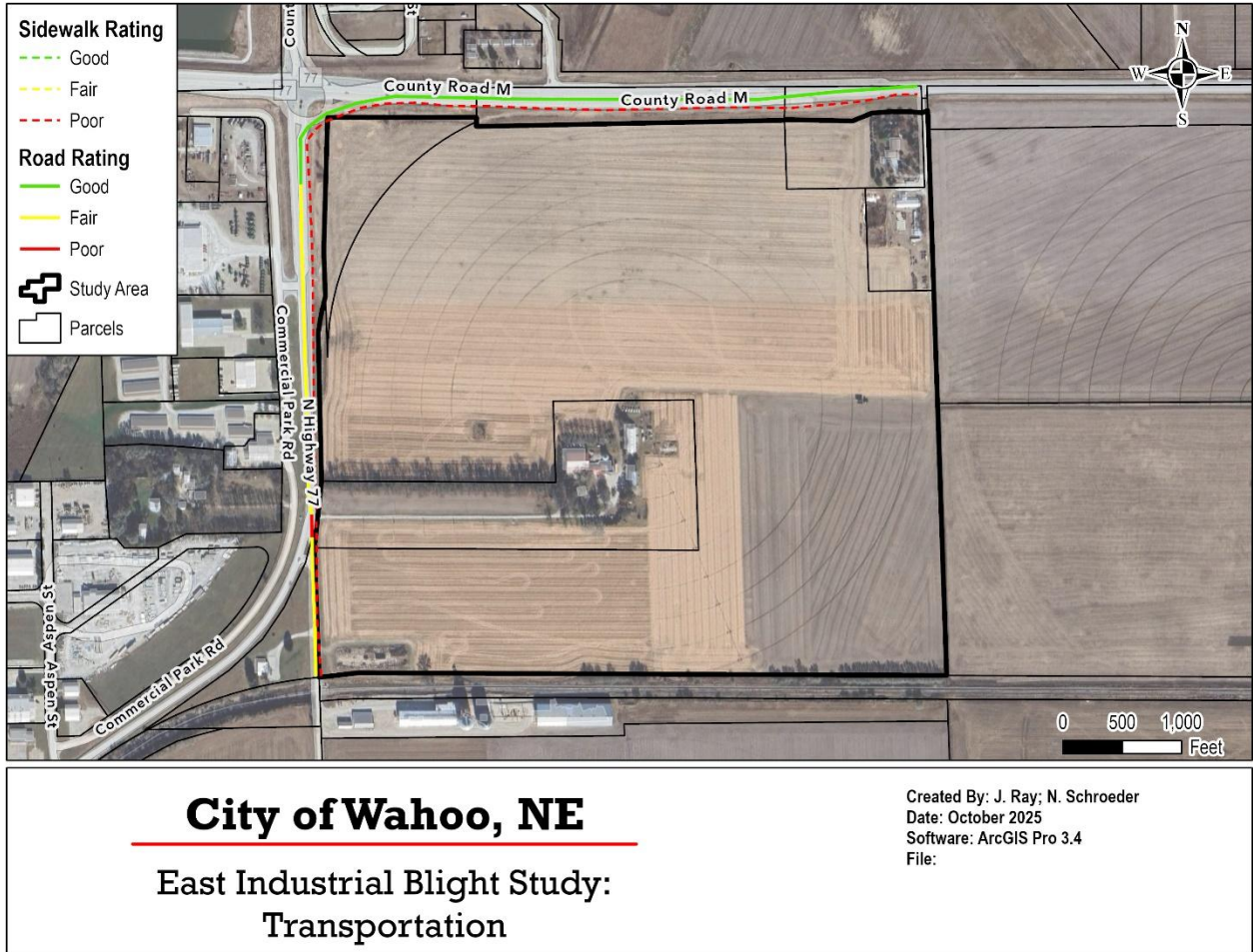


Defective or Inadequate Street Layout

Street Conditions and Accessibility

Street and sidewalk conditions within the East Industrial Area Blight Study Area were evaluated in relation to the provision of safe and efficient public circulation and access, and with regard to ease of travel and appearance. The transportation infrastructure conditions are illustrated on Figure 3.

Figure 3, Transportation



The surface of the streets is generally in good condition. However, all are rural section roads and lack sidewalks and curb and gutter. While this may pose difficulty for pedestrians, it is not considered significant enough to warrant a contributing factor designation.

Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Throughout the East Industrial Area Blight Study Area, the lot sizes and shapes vary. The Highway 92 and 109/16 roundabout results in a curve in the northwestern portion of the study area. While the majority is one lot with a peninsula lot cut out and a land locked lot. The large irregular shaped lot is too large for modern commercial or residential development and needs to be subdivided. These characteristics diminish the usefulness and



accessibility to adequately accommodate building standards. Overall, this factor is considered to be a contributing factor.



Unsanitary or unsafe conditions

Conditions which pose a threat to public health and safety

Rubbish Pit

The unprotected basement remnant of a structure has been partially filled with tree debris and vegetation. This poses a potential unsafe condition for people and or vehicles in the area. In addition, the debris can pose a fire hazard and provide rodent habitat, which can

spread disease to people.

Sidewalks

The lack of sidewalks through the study area and broken and displaced pavement on sites pose hazards to pedestrians via tripping hazards or conflicts with vehicles by walking in the roadway.

Age of Structure

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling. The two-thirds of the structures may contain this potential hazard.

Junked Vehicles

The site contains two areas with junked vehicles or farm equipment. The vehicles can leak petroleum and other pollutants into the soil.

As a result, this factor is contributing to the recommended blight designation.

Deterioration of site or other improvements

The age of the structures and condition of public utilities, debris, and inadequate public improvements.

Dilapidated and Deteriorating Buildings

Multiple dilapidated and deteriorating Buildings were noted in the field analysis.

Parking and driveways

The field analysis noted parking areas, driveways and outdoor storage areas that lacked hard surfaces and were in poor condition.

Sidewalks

The lack of sidewalks throughout the study on sites pose hazards to pedestrians via tripping hazards or conflicts with vehicles by walking in the roadway.

Public Utilities

The lack of public water and sanitary sewer systems in the area an impediment to urban development.

As a result, this factor is considered to be contributing the recommended blight designation.

Defective or unusual conditions of title

There was no evidence identified of defective or unusual conditions of title of the parcels in the study area. As a result, this factor is not considered to be contributing to the recommended blight designation.

Improper subdivision or obsolete platting

Obsolete platting

For the majority of the area, the existing parcels too large and obsolete for urban development.

Improper Subdivision

One lot does not abut a public right of way and is considered improper platting.

As a result of the obsolete platting, this factor is not significant enough to be considered a contributing to the recommended blight designation.

Diversity of ownership

The diversity of ownership is not evident in the East Industrial Area Blight Study Area. There are three unique private property owners for the properties in the East Industrial Area Blight Study Area. As a result, this factor is not considered to be contributing to the recommended blight designation.



Tax or special assessment delinquency exceeding the fair value of the land

There was no evidence identified of taxes or special assessments exceeding the fair market value of the parcels in the study area.

The existence of conditions which endanger life or property

Conditions which pose a threat to public health and safety

Dilapidated and Deteriorating Buildings

Multiple dilapidated and deteriorating Buildings were noted in the field analysis.

Rubbish Pit

The unprotected basement remnant of a structure with steep walls has been partially filled with tree debris and vegetation. This poses a potential unsafe condition for people and or vehicles in the area. In addition, the debris can pose a fire hazard and provide rodent habitat, which can spread disease to people.

Junked Vehicles

The site contains two areas with junked vehicles or farm equipment. The vehicles can leak petroleum and other pollutants into the soil.

Debris

Debris piles were noted in the field survey. These can endanger life or property by harboring rodents and vermin which carry diseases or can pose a potential fire hazard.

Transportation

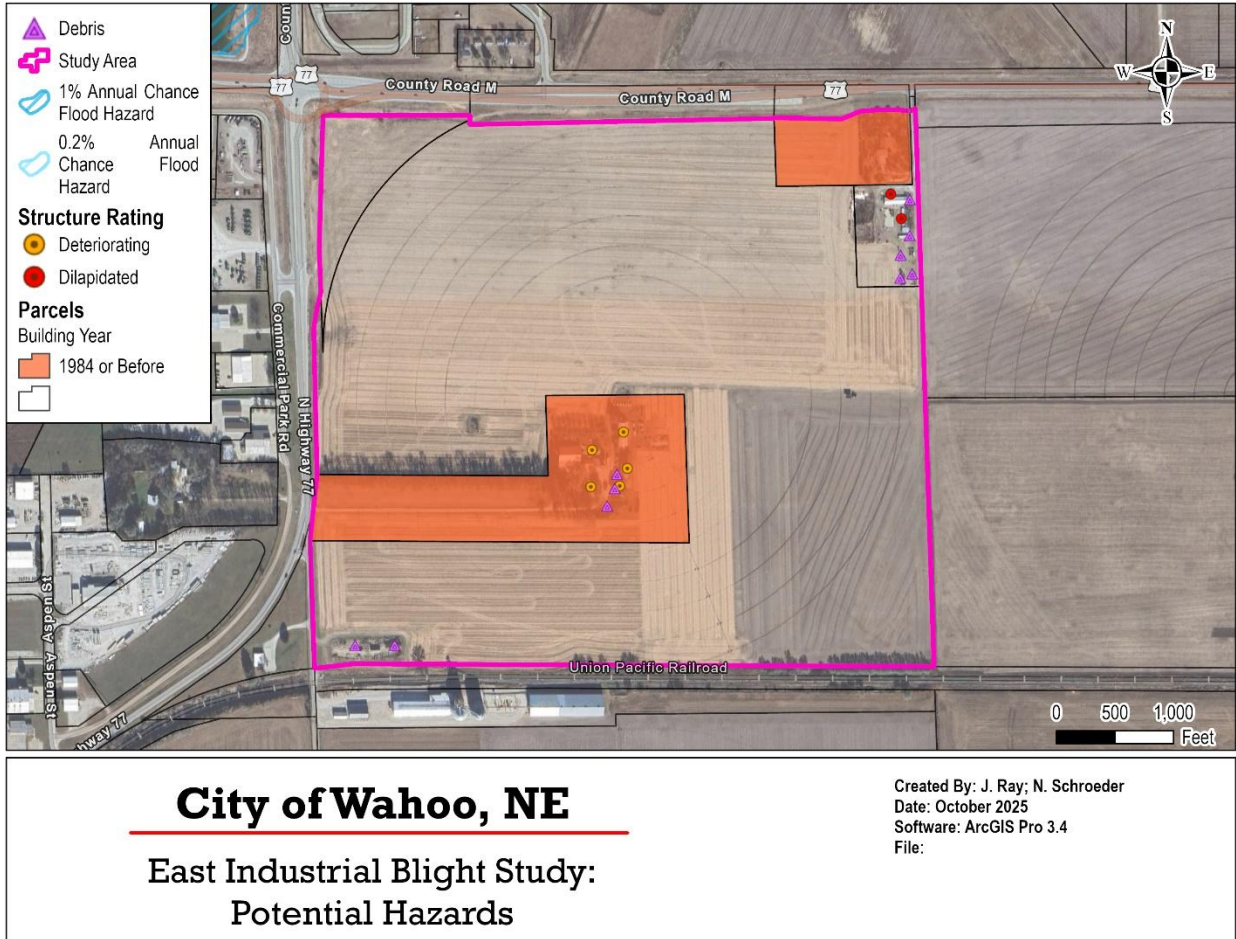
The lack of sidewalks throughout the study area and broken and displaced pavement in the study area pose hazards to vehicles and pedestrians via potholes, tripping hazards, or conflicts with vehicles by walking in the roadway.

Age of Structure

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling. The two-thirds of the structures may contain this potential hazard.

As a result of these contributing factors, conditions which endanger life or property is considered a contributing factor.

Figure 4: Potentially Hazardous Conditions



Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability.

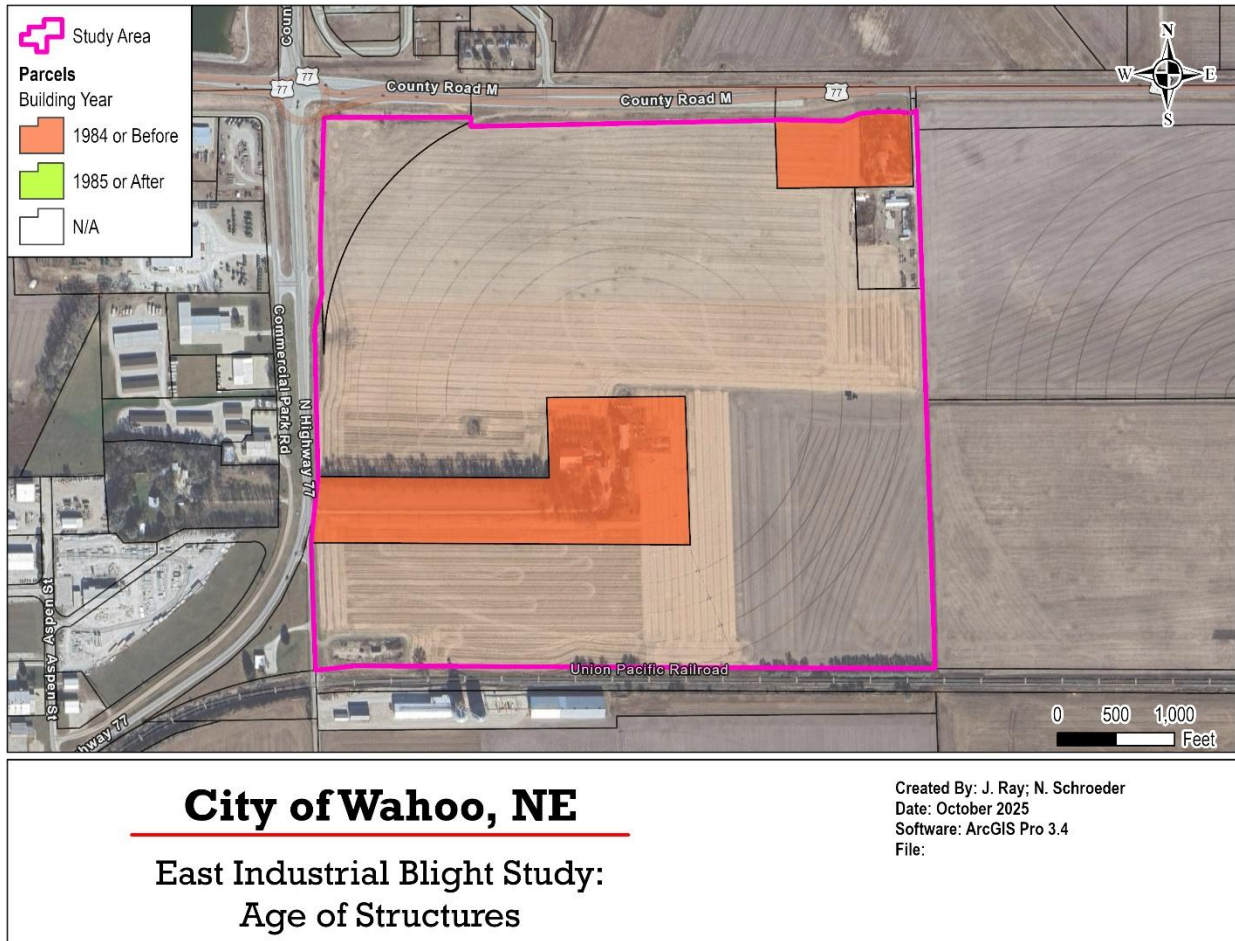
The combination of deterioration of the structures, the condition or lack of site improvements, junked vehicles and debris are factors observed in the field analysis that could impair sound growth or redevelopment of the community and is a significant factor impacting growth. As a result, it is considered a substantial contributor to the East Industrial Area Blight Study Area to be considered blighted.

Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:

Average Age of Structure Greater than 40 years

The age of the residential structure is 58 years old according to the Saunders County Assessor. This is considered a substantial contributor to the East Industrial Area Blight Study Area to be considered blighted.

Figure 5: Age of Structures



SUBSTANDARD CRITERIA

A **standard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

Dilapidation/deterioration

As part of the Blight and Substandard Study, a Structural Conditions Survey was completed along with an analysis of the land-use patterns in the East Industrial Area Blight Study Area.

Fifty percent of the primary residential structures and 86% of the accessory structures within the designated study area were graded as deteriorating or dilapidated. Figure 2 illustrates the distribution of the structural ratings within the study area. This is considered a significant contributing factor.

Age or obsolescence

Information regarding the age of the permanent structures within the East Industrial Area Blight Study Area was provided by the Saunders County Assessor’s Office.

The majority of the agricultural accessory buildings were rated as deteriorating or dilapidated. The age of the residential structure is 58 years old according to the Saunders County Assessor. Thus, Age and obsolescence is considered a contributing factor.

Inadequate provision for ventilation, light, air, sanitation, or open spaces

Junked Vehicles and Debris

The East Industrial Area Blight Study Area contains areas of junked vehicles and debris. However, this is not considered significant to be a contributing factor.

Other Substandard Conditions

The existence of conditions which endanger life or property by fire or other unsanitary conditions.

Dilapidated and Deteriorating Buildings

Multiple dilapidated and deteriorating Buildings were noted in the field analysis.

Rubbish Pit

The unprotected basement remnant of a structure with steep walls has been partially filled with tree debris and vegetation. This poses a potential unsafe condition for people and or vehicles in the area. In addition, the debris can pose a fire hazard and provide rodent habitat, which can spread disease to people.

Junked Vehicles

The site contains two areas with junked vehicles or farm equipment. The vehicles can leak petroleum and other pollutants into the soil.

Debris

Debris piles were noted in the field survey. These can endanger life or property by harboring rodents and vermin which carry diseases or can pose a potential fire hazard.

Transportation

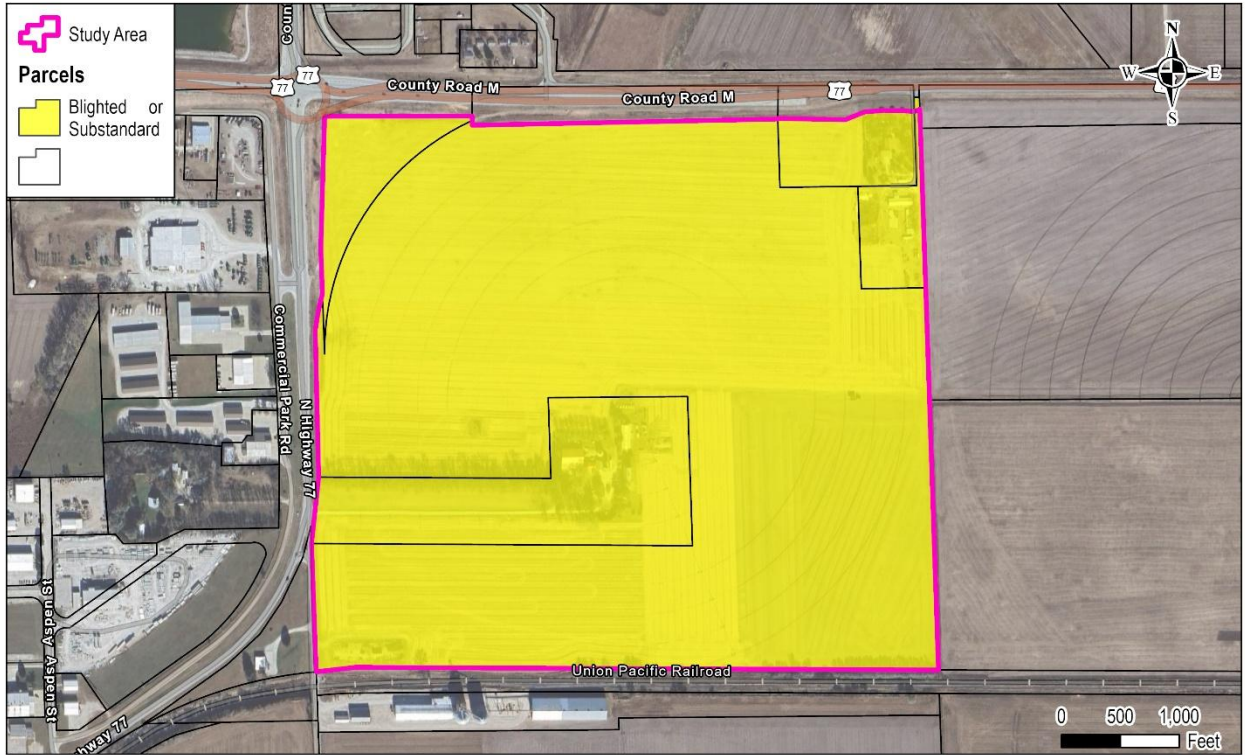
The lack of sidewalks throughout the study area and broken and displaced pavement in the study area pose hazards to vehicles and pedestrians via potholes, tripping hazards, or conflicts with vehicles by walking in the roadway.

Age of Structure

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling. The two-thirds of the structures may contain this potential hazard.

The combination of these factors is considered significant and a contributing factor.

Figure 6: Parcels Showing Blight and Substandard Criteria



City of Wahoo, NE

East Industrial Blight Study: Characteristics of Blight & Substandard Area

Created By: J. Ray; N. Schroeder
Date: October 2025
Software: ArcGIS Pro 3.4
File:

Blighted and Substandard Findings

The East Industrial Area Blight Study Area has many items contributing to the blight and substandard conditions. Based on the information collected and analyzed pursuant to Nebraska Revised Statutes, the area has a myriad of items that were considered beyond the remedy and control of the normal regulatory process of the City of Wahoo or impossible to reverse through the ordinary operations of private enterprise. These conditions include:

Table 1: Summary Matrix

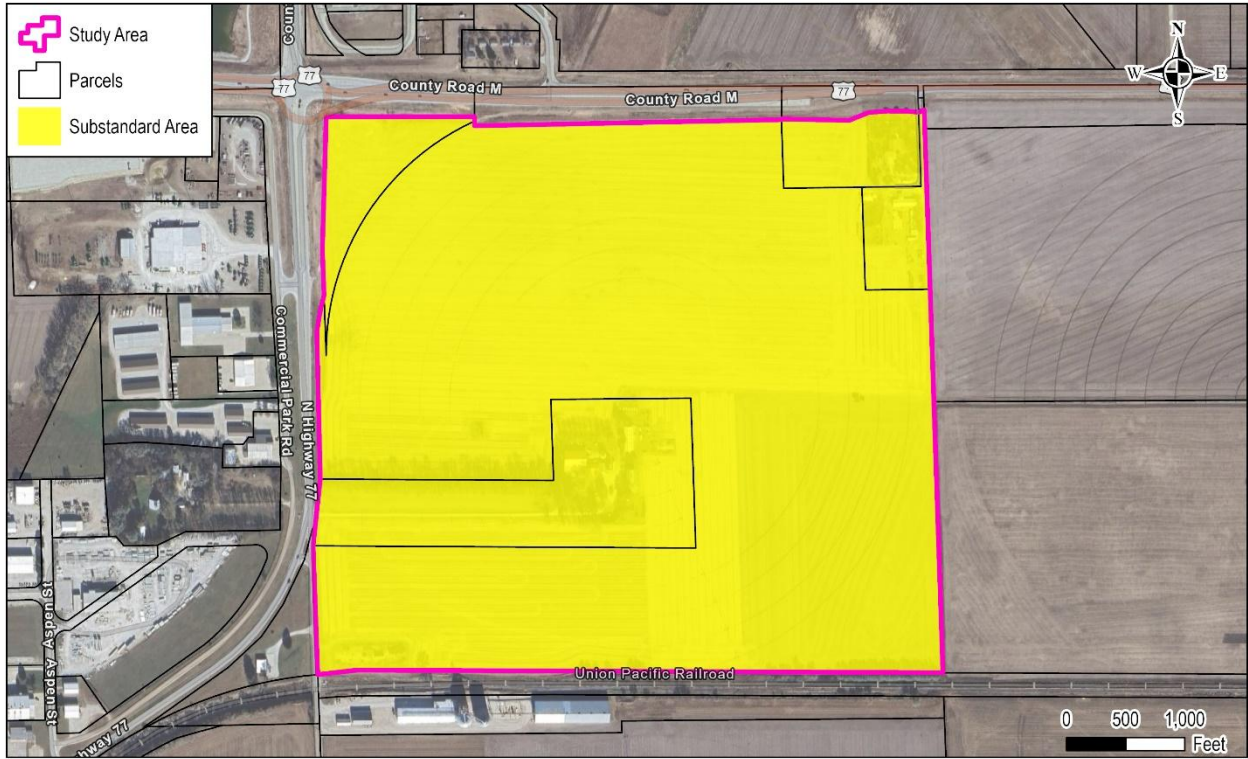
Criteria	
Structure condition	Yes
Street layout	No
Faulty lot layout	Yes
Unsanitary or unsafe conditions	Yes
Deterioration of site	Yes
Diversity of owners	No
Tax special assessment	No
Titles conditions	No
Obsolete platting	Yes
Endanger life/property	Yes
Any combination	Yes
Age of structure	Yes
BLIGHT TOTALS	8/12
Exterior inspection of structures	Yes
Age of structures	Yes
Inadequate provision for ventilation, sanitation	No
Other Substandard – (conducive to ill health, floodplain, endanger life)	Yes
SUBSTANDARD TOTALS	3/4
TOTALS	11/16

Conclusion

Approximately two-thirds of the criteria conditions within the East Industrial Area were observed during the field survey or analysis which warrant a designation as blighted and substandard. The conditions showing evidence of blight are interspersed throughout the East Industrial Area Blight Study Area, and as such, parcels within the boundaries of the East Industrial Area Blight Study Area are recommended for further action.

It is the professional opinion of the consultant, based on the information collected and analyzed pursuant to Nebraska Revised Statutes, that the East Industrial Area Blight Study Area contains the required conditions that would warrant a designation as blighted and substandard by the City of Wahoo and the Community Development Agency. The City of Wahoo should review this Blight and Substandard Study, and if satisfied with the findings contained in this study, may, by resolution, designate the East Industrial Area Blight Study Area as “Blighted and Substandard” as provided for in the Community Development Law.

Figure 7 Recommended Blight and Substandard Designation

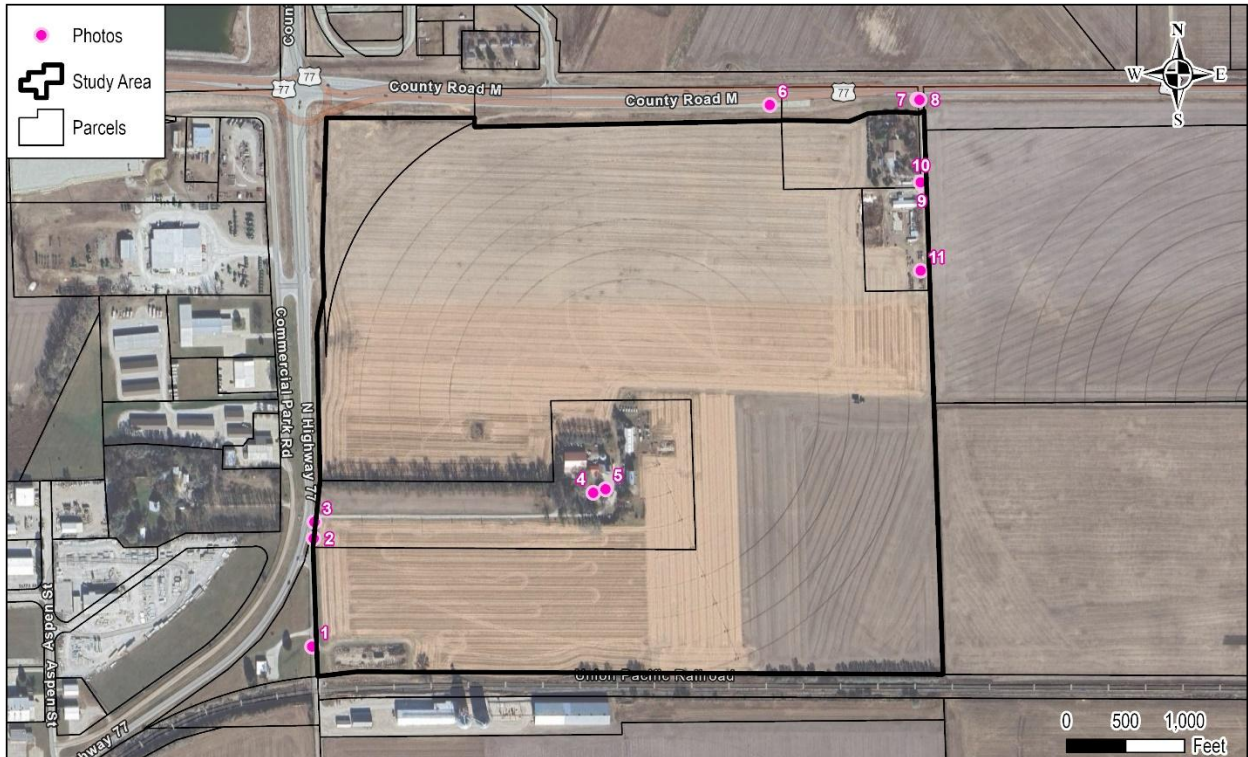


City of Wahoo, NE

East Industrial Blight Study: Recommended Blight & Substandard Area

Created By: J. Ray; N. Schroeder
Date: October 2025
Software: ArcGIS Pro 3.4
File:

**Appendix A
Photo Exhibit**



City of Wahoo, NE

East Industrial Blight Study: Photo Guide

Created By: J. Ray; N. Schroeder
Date: October 2025
Software: ArcGIS Pro 3.4
File:

Location 1



Location 1



Location 3



Location 3



Location 4



Location 5



Location 6



Location 7



Location 8



Location 9



Location 9



Location 10



Location 11



Location 11



**PLANNING COMMISSION
CITY OF WAHOO, NEBRASKA**

RESOLUTION # _____
(Redevelopment Plan Amendment –
JBC Office Redevelopment Project)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WAHOO, NEBRASKA, MAKING A RECOMMENDATION TO THE COMMUNITY DEVELOPMENT AGENCY AND THE CITY COUNCIL OF THE CITY OF WAHOO, NEBRASKA, WITH RESPECT TO THE AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE CITY OF WAHOO, NEBRASKA, INCLUDING THE JBC OFFICE REDEVELOPMENT PROJECT.

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2158, as amended (the “Act”), the City of Wahoo, Nebraska (“City”) has adopted a General Redevelopment Plan for that certain portion of the City identified as Redevelopment Area 3 (the “Redevelopment Area”), a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”).

B. The Community Development Agency of the City of Wahoo, Nebraska (“CDA”) has submitted the question of whether the Redevelopment Plan should be amended to include a project for the redevelopment of certain real property within the Redevelopment Area identified in said amendment (the “Project Site”).

C. The proposed amendment to the Redevelopment Plan (“Redevelopment Plan Amendment”) is on file and available for public inspection with the City Clerk.

D. The Redevelopment Plan Amendment includes a redevelopment project identified as the JBC Office Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

E. Notice of public hearing regarding the question of whether the Redevelopment Plan Amendment should be recommended to the City Council and ultimately be adopted and approved by the City was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Act, and Nebraska law.

F. On December 4, 2025, the Planning Commission held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be recommended to the City Council and ultimately be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

G. The Planning Commission has reviewed the Redevelopment Plan Amendment and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Wahoo, Nebraska, in accordance with the Act, as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
2. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Wahoo, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Wahoo as a whole, as set forth in the Wahoo Comprehensive Plan, as amended.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Planning Commission does hereby recommend: (i) recommendation of the Redevelopment Plan Amendment by the CDA to the City Council; and (ii) approval of the Redevelopment Plan Amendment by the City Council as the governing body for the City of Wahoo.

Passed and approved by the Planning Commission on this 4th day of December, 2025.

PLANNING COMMISSION OF THE CITY OF
WAHOO, NEBRASKA

By: _____
Chairperson

**REDEVELOPMENT AGREEMENT
(JBC Office Redevelopment Project)**

This Redevelopment Agreement is made and entered into effective as of the 9th day of December, 2025, by and between the Community Development Agency of the City of Wahoo, Nebraska (“CDA”) and JEO Building Company, a Nebraska corporation (“Redeveloper”).

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City, in furtherance of the purposes and pursuant to the provisions of the Act, has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper is under contract to purchase the Project Site which is located in the Redevelopment Area, and Redeveloper has site control of the Project Site.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. Redeveloper’s proposed redevelopment project will consist of the construction of a commercial building for operation as a professional office building and associated improvements on the Project Site.

F. The CDA has approved Redeveloper’s proposed Redevelopment Plan, including the utilization of tax-increment financing to assist in the cost of the Public Improvements and expenses defined in this Redevelopment Agreement.

G. The CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such

definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2158, as amended, and acts amendatory thereof and supplemental thereto.

B. “CDA” means the Community Development Agency of the City of Wahoo, Nebraska.

C. “City” means the City of Wahoo, Nebraska.

D. “County” means Saunders County, Nebraska.

E. “Effective Date” means January 1, 2027.

F. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.

G. “Minimum Project Valuation” means the amount of One Million One Hundred Seventy-One Thousand and No/100 Dollars (\$1,171,000.00).

H. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A”.

I. “Project” means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”.

J. “Project Completion Date” means on or before December 31, 2026.

K. “Project Site” means all that certain real property situated in the City, more particularly described on Exhibit “A”.

L. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

M. “Redeveloper” means JEO Building Company, a Nebraska corporation.

N. “Redevelopment Agreement” means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

O. “Redevelopment Area” means Redevelopment Area 3 as set forth in the Redevelopment Plan.

P. “Redevelopment Plan” means the Original Wahoo Redevelopment Plan prepared by JEO and originally approved in 2001, as amended from time to time.

Q. “Tax Increment” means, in accordance with Neb. Rev. Stat. § 18-2147, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site starting with the year prior to the Effective Date (defined in Neb. Rev. Stat. § 18-2103(29) as the “Redevelopment Project Valuation”), and the portion of the ad valorem tax in excess of the Redevelopment Project Valuation which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

R. “TIF Indebtedness” means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by Tax Increment.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(d) The word “including” shall be construed as meaning “including, but not limited to.”

(e) The words “will” and “shall” shall each be construed as mandatory.

(f) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

**ARTICLE II
REPRESENTATIONS**

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing community development agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing the tax base and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CDA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska corporation in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions contemplated herein will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns the Project Site or has site control and shall own the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, Redeveloper certifies to the CDA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in the Redevelopment Area without the use of tax increment financing.

ARTICLE III OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing with the tax year of the Effective Date and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements pursuant to the Act. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA. The effective date of this provision shall be the Effective Date. The CDA shall file with the Saunders County Assessor the “Notice to Divide Tax” on or prior to July 1 in the year of the Effective Date.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed Two Hundred Seventy Thousand Six Hundred and No/100 Dollars (\$270,600.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit “E” (“Note”). The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Notes solely as a conduit.

The TIF Indebtedness shall be issued to Redeveloper, or otherwise collaterally assigned to a lender of Redeveloper. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Notes for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF

Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Notes, except as otherwise provided herein.

In addition, at or prior to the issuance of the Note, Redeveloper shall pay to the CDA an amount equal to: (a) the CDA's cost of issuance, including attorney fees; and (b) the CDA's administration fee in the amount of Two Thousand and No/100 Dollars (\$2,000.00). The cost of issuance and CDA fees are TIF-eligible expenses.

Section 3.03 Use of TIF Indebtedness.

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C".

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

(a) Prior to commencing construction on the Project, Redeveloper shall provide to the CDA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with construction of the Public Improvements and the Private Improvements which may come in a form of a letter by Redeveloper's construction lender. To the extent allowed by law, the CDA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Public Improvements and the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Public Improvements and the Private Improvements. Such information shall be provided in a form reasonably satisfactory to the CDA, and evidence of loan commitments shall include all of the documents evidencing the loan

commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan.

(b) Timely submittal of such financial information set forth above in a form reasonably satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

(a) Prior to commencing construction on the Project, Redeveloper shall provide satisfactory documentation to the CDA that Redeveloper has entered into a construction contract and is ready, willing, and able to timely commence construction of the Private Improvements. Timely submittal of such information set forth above in a form reasonably satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

(b) Redeveloper shall commence construction of the Project within thirty (30) days following the CDA's acceptance and approval of the required documentation set forth in Section 4.01(a) and 4.02(b), but Redeveloper shall have no right to commence construction prior to CDA's acceptance and approval. Redeveloper acknowledges that any delay in construction of the Private Improvements will result in less tax increment overall based on the delay in achieving projected final valuation.

(c) If Redeveloper does not commence construction of the Project (following the CDA required approval) prior to June 1, 2026, this Agreement shall terminate and be of no further force and effect, and neither party shall have any obligations hereunder.

(d) Redeveloper shall permit the representatives of the CDA to enter Project Site at any and all reasonable times, as the CDA may deem necessary for the purposes of this Redevelopment Agreement, including but not limited to work and inspection of all work being performed in connection with the construction of the Project. The CDA shall provide notice at least 24 hours prior to any requested access to the Project Site. The CDA's right of access granted under this Section shall terminate upon issuance by the CDA of the Redeveloper's Certificate of Completion.

(e) Redeveloper shall complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual

progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements.

(f) Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CDA a Certificate of Completion in the form attached hereto as Exhibit "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing by the CDA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

(g) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). The CDA, the City, and Redeveloper shall be named as additional insureds. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

(h) Pursuant to Neb. Rev. Stat. § 18-2151, Redeveloper shall furnish or cause to be furnished to the CDA, prior to commencement of construction of the Project, a penal bond in an amount equal in the amount of all work to be performed in the public right-of-way and/or on any public property with a corporate surety authorized to do business in the State of Nebraska. The form of the Penal Bond or such other acceptable alternative form of assurance that the Public Improvements shall be completed shall be approved by the CDA, which approval shall not be unreasonably withheld. Such penal bond shall stay in place until the CDA executes the Certificate of Completion for the Project and shall be conditioned upon Redeveloper or Redeveloper's contractor making payment of all amounts lawfully due to all persons supplying or furnishing Redeveloper, Redeveloper's contractor, or his or her subcontractors with labor or materials performed or used in the prosecution of the Public Improvements and Private Improvements. Proof of such penal bond or such other alternative form of assurance acceptable to the CDA shall be supplied to and approved by the CDA prior to the start of construction of the Project.

Section 4.03 Cost Certification.

(a) Redeveloper shall submit to the CDA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "G" ("Eligible Project Costs Certification"), after expenditure of such project costs.

Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress.

(b) All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

(c) No Tax Increment shall be paid to the Redeveloper prior to the CDA's acceptance of Redeveloper's cost certification.

(d) The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness, the CDA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CDA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

(a) Redeveloper shall create a taxable real property valuation of the Project and the Project Site of not less than the Minimum Project Valuation no later than January 1 after the Completion Date. During the period of this Redevelopment Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project Site to a sum less than the Minimum Project Valuation; and (2) and not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Redevelopment Agreement, the Project Site is assessed at less than the Minimum Project Valuation: (1) if a lender or third party other than Redeveloper funds and holds the Notes, Redeveloper shall be solely responsible for all payments ("Deficiency Payments") due to such lender or third

party; and (2) in the event of a shortfall of Tax Increment available as debt service on the Notes, Redeveloper agrees to defer receipt of any such shortfall. If Redeveloper defers the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall amounts to the extent Tax Increment later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper shall and hereby does unconditionally forgive any such shortfall amounts remaining unpaid on the Note at the end of the TIF Period for all reasons except for default of the CDA.

Section 4.06 Use Restrictions.

Redeveloper hereby represents and agrees that no portion of the Project Site shall be used, directly or indirectly, for the following uses:

- (1) any business whose predominant operation is the retail sale of alcoholic beverages for consumption on and off the premises (predominant shall mean retail gross sales of alcoholic beverages in excess of 50% of gross sales on the premises); except that up to 50% of the overall retail space contained in the New Building may be used for restaurants wherein the gross sales of alcoholic beverages exceed 50% of gross retail sales, provided such restaurants have a licensed kitchen and offer a full menu during the hours of 5:00 p.m. to 8:00 p.m. or any such business that has an unreasonable pattern of unlawful disturbances or liquor law violations (this restriction shall not include micro-breweries, craft distilleries, wine bars, pharmacies, or grocery stores);
- (2) any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations (does not include pharmacies, cigar bars, or grocery stores);
- (3) any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service;
- (4) any business involving gambling or wagering even if otherwise permitted by law including keno, bingo, slot machines, video lottery machines, casino games, or off-site pari-mutuel wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law

- (5) any business whose predominant operation is the retail sale of guns or other weapons; or
- (6) any business providing payday loans, liens, check cashing services, or other similar services except for banks, savings and loans, insurance companies, investment companies, stockbrokers, credit unions, and automated teller machines.

Section 4.07 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to: (1) the termination of the fifteen (15) year period commencing on the Effective Date, or (2) the payment of the TIF Indebtedness, whichever occurs first, without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyance, which shall be permitted without consent of the CDA: (i) any conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement; or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

**ARTICLE V
FINANCING PROJECT; ENCUMBRANCES**

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip and otherwise operate the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any

such lien is discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of Redeveloper receiving notice thereof.

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 **Default.**

In the event Redeveloper fails to perform or comply with any term, condition, or obligation of this Redevelopment Agreement and does not cure such defect within thirty (30) days after receiving written notice from the CDA specifying the nature of the breach of the Redevelopment Agreement, then Redeveloper shall be in default.

Section 6.02 **Remedies.**

In the event that Redeveloper is in default pursuant to Section 6.01, the CDA may pursue any remedy available at law or in equity, including without limitation, one or more of the following: (1) the CDA may terminate this Redevelopment Agreement and neither party shall have any further obligation hereunder; and/or (2) the CDA may terminate the Note and declare said Note void and thereafter shall not be obligated to remit any Tax Increment as debt service thereon.

Section 6.03 **Other Rights and Remedies; No Waiver by Delay.**

The CDA shall have the right to institute any such action or proceeding as it may deem desirable for effectuating the purposes of this Redevelopment Agreement. Any delay in instituting or prosecuting any action or proceeding or otherwise asserting its rights under this Redevelopment Agreement shall not operate as a waiver of such rights to deprive the CDA of or limit such rights in any way.

Section 6.04 **Rights and Remedies Cumulative.**

The rights and remedies of the CDA, whether provided by law or by this Redevelopment Agreement, shall be cumulative and the exercise by the CDA of any one or more such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for any other default or breach by the Redeveloper. A waiver of any right of the CDA conferred by this Redevelopment Agreement shall be effective only if such waiver is in writing and only to the extent as so specified in writing.

Section 6.05 **Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or

monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the CDA, City, nor their officers, directors, employees, agents or their governing bodies shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA, City, and their respective officers, directors, employees, agents and governing bodies from and agrees that the CDA, City, and their respective officers, directors, employees, agents and governing bodies shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, that such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper shall indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the County Register of Deeds. The form of the Memorandum is attached as Exhibit "D" and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run

with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (i) the CDA and/or the City; and (ii) Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

For the purpose of any notice requirement set forth in this Redevelopment Agreement, Redeveloper's address shall be:

JEO Building Company
Attn: Kevin Anderson
1937 N. Chestnut Street
Wahoo, NE 68066
Email: kandersen@jeo.com

(Signature page follows)

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

“CDA”
COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF WAHOO,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

“REDEVELOPER”
JEO BUILDING COMPANY,
a Nebraska corporation

By: _____
Name: _____
Title: _____

EXHIBIT “A”
DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, consisting of the real estate identified as PID 006089000 legally described as:

Lots 3 and 4, Block 88, County Addition to Wahoo, Saunders County, Nebraska

shall consist of the following:

- (a) **Private Improvements.** The redevelopment and renovation of an approximately 2,400 square foot building that was formerly used as a gas station/convenience store, and the conversion of said building into a professional services office building, and associated improvements on the Project Site.

- (b) **Public Improvements.** Site acquisition, demolition, site preparation, street access improvements, landscaping and façade enhancements, public parking, architectural fees, engineering fees, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$122,146
2. Projected Minimum Final Value: \$1,171,000
3. Projected Incremental Valuation: \$1,048,854
4. Assumed Tax Levy: 1.72
5. Anticipated Tax Increment: \$18,040
6. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be \$270,600.
 - b. **Interest Rate.** The interest rate for the TIF Indebtedness shall be 0%.
 - c. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year of the Effective Date. The final payment on the TIF Indebtedness shall occur when real estate taxes are fully collected for the fifteenth (15th) year of the TIF Period. In no case whatsoever shall the annual debt service payment on the TIF Indebtedness exceed the amount of Tax Increment received by the CDA in said year of the payment. The CDA shall only be obligated to make payments up to the actual amount of Tax Increment received by the CDA for the Project.
 - d. **Maturity Date.** On or before December 15, 2042.
 - e. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, anticipated to commence on the Effective Date of January 1, 2027 (2027 taxes paid in 2028) and terminating on December 31, 2041 (2041 taxes paid in 2042). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year.

**EXHIBIT “C”
PROJECTED TIF SOURCES AND USES**

TIF SOURCES

1. General Assumptions

Tax Levy	1.72
Interest Rate	0%
Number of Years	15

2. Property Valuation Assumptions

Base Value	\$122,146
Final Value	\$1,171,000

3. TIF Calculations

	Assessed Value	Est. Taxes
Base Value	\$122,146	\$2,101
Final Value	\$1,171,000	\$20,141
Increment	\$1,048,854	\$18,040
Annual TIF Amount	\$18,040	
Total TIF	\$270,600	
TIF Indebtedness	\$270,600	

TIF USES

Cost of Issuance	\$7,500
Administration Fee	\$2,000
Site Acquisition	\$150,000
Demolition	\$43,600
Site Prep	\$20,000
Parking/landscaping	\$106,500
Arch/Engineering	\$5,000
Total	\$334,600

Note: All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

EXHIBIT “D”

After recording please return to:
Melissa Harrell
City Administrator/Treasurer
605 North Broadway
Wahoo, NE 68066

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(JBC Office Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made effective as of the 9th day of December, 2025, by and between the Community Development Agency of the City of Wahoo, Nebraska (“CDA”) and JEO Building Company, a Nebraska corporation (“Redeveloper”).

1. **Redevelopment Agreement.** The CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements and the private improvements being made to real property owned by Redeveloper legally described as:

Lots 3 and 4, Block 88, County Addition to Wahoo, Saunders County, Nebraska (the “Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date set forth in the Redevelopment Agreement. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Wahoo, Nebraska.

“CDA”
COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF WAHOO, NEBRASKA

ATTEST:

By: _____ By: _____
Secretary Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF SAUNDERS)

The foregoing instrument was acknowledged before me this ___ day of December, 2024, by _____ and _____, Chairperson and Secretary respectively of the Community Development Agency of the City of Wahoo, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

“REDEVELOPER”
JEO BUILDING COMPANY,
a Nebraska corporation

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SAUNDERS)

The foregoing instrument was acknowledged before me this ___ day of December, 2024, by _____, _____ of JEO Building Company, a Nebraska corporation, on behalf of the corporation.

Notary Public

**EXHIBIT “E”
FORM OF TIF PROMISSORY NOTE**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAHOO, NEBRASKA

REDEVELOPMENT REVENUE NOTE
(JBC OFFICE REDEVELOPMENT PROJECT)

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2042	0%	

Registered Holder	Principal Amount
JEO Building Company	\$270,600.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2028, December 15, 2028, and each June 15 and December 15 thereafter through December 15, 2042, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency

of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated the Community Development Agency of the City of Wahoo, Nebraska Redevelopment Revenue Note (JBC Office Redevelopment Project), aggregating Two Hundred Seventy Thousand Six Hundred and No/100 Dollars (\$270,600.00) (the "Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2158, as amended and supplemented (the "Act") and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and JEO Building Company, a Nebraska corporation, for the JBC Office Redevelopment Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this Note.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA, OR THE CITY OF WAHOO, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA, OR THE CITY OF WAHOO, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Wahoo, Nebraska,

pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees, relating to the transfer of the Note. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its chairperson and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAHOO, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of Wahoo
as Paying Agent and Registrar

By: _____
Authorized Signatory

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(JBC Office Redevelopment Project)

The undersigned certifies, represents and warrants to the City of Wahoo, Nebraska, and the Community Development Agency of the City of Wahoo, Nebraska ("CDA") with regard to the following real property situated in the City of Wahoo, Saunders County, Nebraska, to wit:

Lots 3 and 4, Block 88, County Addition to Wahoo, Saunders County, Nebraska

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above-described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated December 9, 2025.

"REDEVELOPER"

JEO Building Company,
a Nebraska corporation

By: _____
Name: _____
Title: _____

ACCEPTED by the Community Development Agency of the City of Wahoo, Nebraska this ____ day of _____, _____.

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF WAHOO,
NEBRASKA

ATTEST:

By: _____ By: _____
Secretary Chairperson

EXHIBIT "G"
FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS
(JBC Office Redevelopment Project)

Date: _____

JEO Building Company, a Nebraska corporation ("Redeveloper"), hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Development Agency of the City of Wahoo, Nebraska. The portion of the Project as indicted herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

Cost of Issuance	\$ _____
Administration Fee	\$ _____
Site Acquisition	\$ _____
Site Preparation	\$ _____
Utilities	\$ _____
Street/Alley	\$ _____
Façade Enhancements	\$ _____
Architectural/Engineering Fees	\$ _____
<hr/> Total:	\$ _____ *

***Principal Amount of TIF Indebtedness shall not exceed \$270,600.**

JEO Building Company, a Nebraska
corporation

By: _____
Name: _____
Title: _____

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairperson of the CDA:

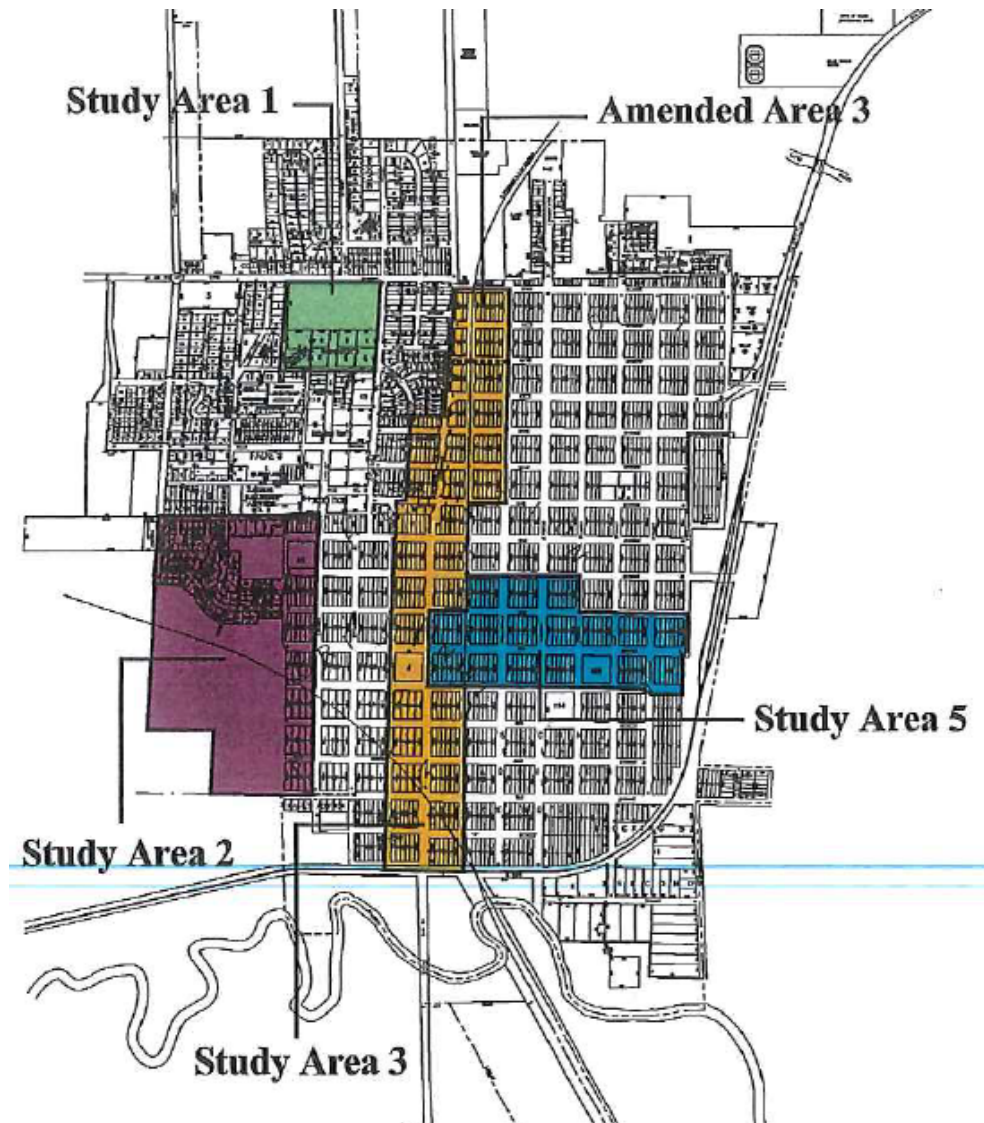
Chairperson

**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF WAHOO, NEBRASKA**

(JBC OFFICE REDEVELOPMENT PROJECT)

INTRODUCTION

The City of Wahoo, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Original Wahoo Redevelopment Plan prepared by JEO and originally approved in 2001 (the “Redevelopment Plan”). The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas defined in the Redevelopment Plan (the “Redevelopment Area”).



The Redevelopment Plan was approved by the City Council of the City, and has subsequently been amended from time to time pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2158 (the “Act”).

Pursuant to the Act, the City created the Community Development Agency of the City of Wahoo, Nebraska (“CDA”), which administers the Redevelopment Plan for the City.

The purpose of this Amendment to the Redevelopment Plan is to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions, which property is identified and legally described on the attached and incorporated Exhibit “A” (the “Project Site”), and to identify a proposed redevelopment project on the Project Site.

The Project Site is located within Redevelopment Area 3 of the City:



JBC OFFICE REDEVELOPMENT PROJECT

Project Site

The Project Site is in need of redevelopment. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the

general welfare of the community including, among other things, adequate provisions for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

The Project Site is the site of a former Casey’s gas station/convenience store. The gas station/store is no longer operational, and the building is in disrepair. Due to the condition of the building, the property valuation has decreased by more than 66% since 2021:

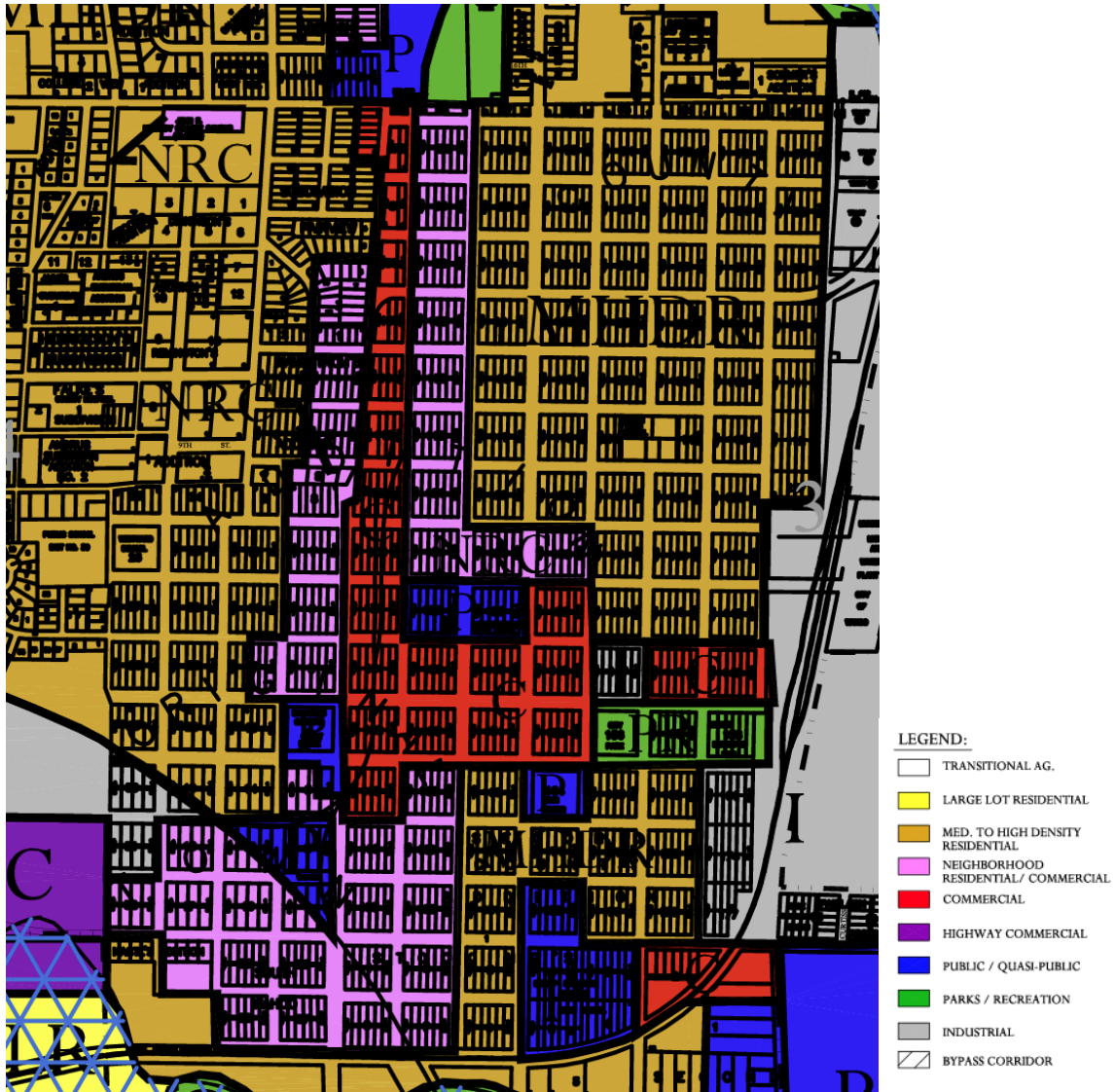
Current Value Information			
<u>Land Value</u>	<u>Dwelling Value</u>	<u>Improvement Value</u>	<u>Total Value</u>
\$65,962	\$0	\$56,184	\$122,146

Prior Year Value Information				
<u>Year</u>	<u>Land Value</u>	<u>Dwelling Value</u>	<u>Improvement Value</u>	<u>Total Value</u>
2024	\$31,841	\$0	\$55,075	\$86,916
2023	\$31,841	\$0	\$55,075	\$86,916
2022	\$31,841	\$0	\$55,075	\$86,916
2021	\$31,840	\$331,203	\$0	\$363,043
2020	\$31,840	\$260,790	\$0	\$292,630

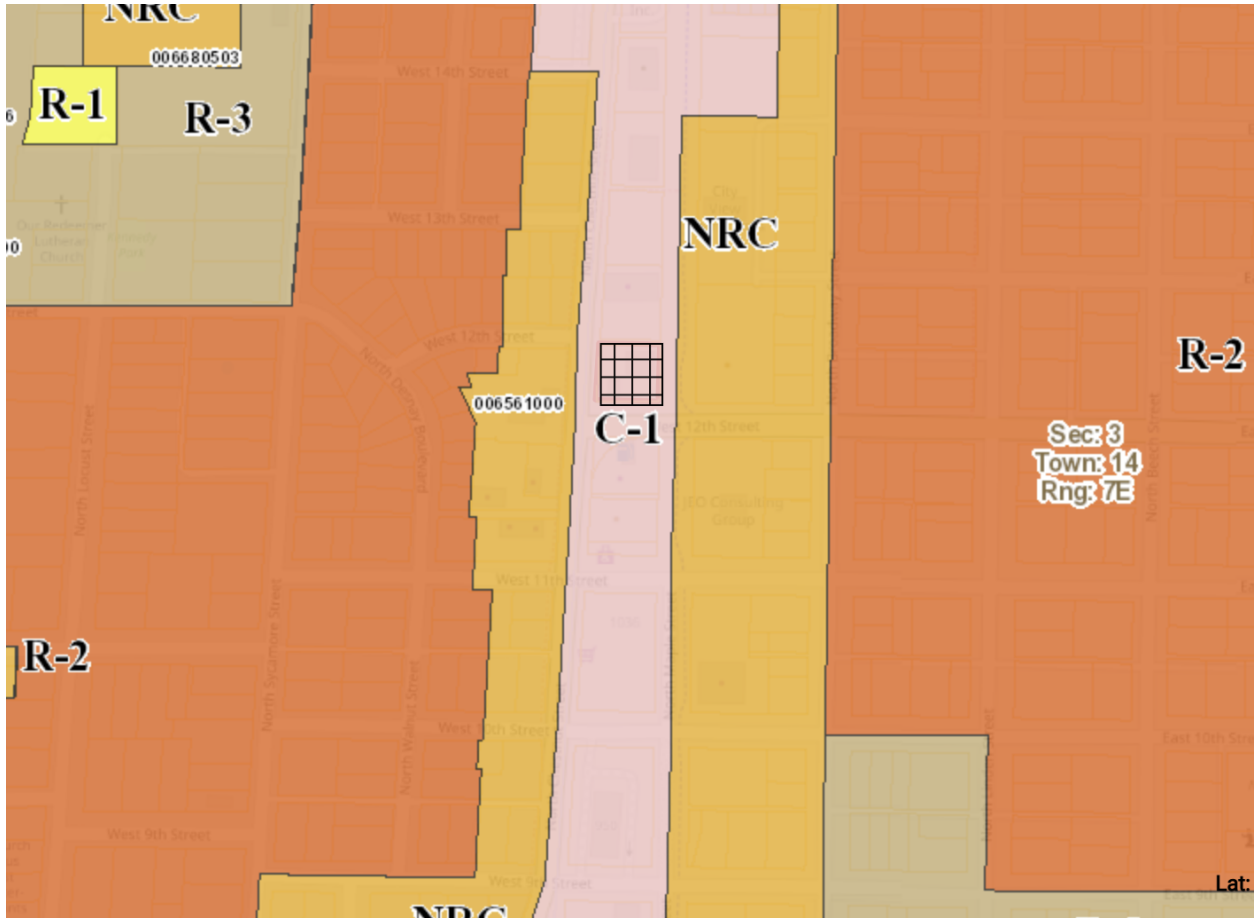
A photograph of the Project Site is set forth below:



The Future Land Use Map of the City identifies the future land use of the Project Site as Neighborhood Residential/Commercial (NRC). The portion of the Future Land Use Map which includes the Project Site and the surrounding area, along with the legend, are depicted below:



The Zoning Map of the City identifies the current zoning of the Project Site as C-1 Downtown Commercial District. That portion of the Zoning Map which includes the Project Site and the surrounding area is depicted below:



The Project Site requires significant up-front costs in order to be developed, including demolition, site preparation, and street access improvements at a minimum. Because of these additional upfront costs to prepare the Project Site, the CDA has determined that the Project is not feasible without the use of tax increment financing.

The Redevelopment Project

JEO Building Company, a Nebraska corporation (“Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The proposed project consists of the redevelopment of 250 W 12th Street - formerly the Casey's General Store property. Redeveloper will redevelop and rehabilitate the 2,400 square foot building, along with significant site and landscaping improvements to utilize the property as a professional services office building (the “Project”). The Project Site will be landscaped to exceed the Gateway Corridor Overlay requirements. The current plan for the project is to consolidate the three vehicular access points off of West 12th and North Chestnut down to two access points, one off each street, respectively. The Project will also include façade enhancements above building code requirements that will contribute to the aesthetic improvements to site at this important intersection for the community. The Project Site and building located thereon will be used and operated as a professional office building. The Redeveloper

or an affiliated entity will own the Project Site and lease out space in the office building to to-be-determined tenants.

A preliminary site layout and rendering for the Project is set forth on the attached and incorporated Exhibit “B”. The plans are preliminary in nature and subject to change.

Pursuant to this Project, Redeveloper will pay the costs of the private improvements and the public improvements. As part of the Project, the CDA shall utilize tax increment financing (“TIF”) on the Project Site to assist in payment of the public improvements, but Redeveloper shall pay all the costs of the public improvements not covered by TIF.

Redeveloper estimates that the total Project costs shall be approximately \$1,171,000. The current projected TIF Uses for the Project are set forth below:

Cost of Issuance	TBD - \$7,500
Administration Fee	\$2,000
Site Acquisition	\$150,000
Demolition	\$43,600
Site Work	\$20,000
Street Access/Public Parking/Landscaping	\$106,500
Arch/Engineering	\$75,000
Legal	\$10,000
Total	\$414,600

Based upon the TIF Projections provided in Exhibit “D”, attached hereto and incorporated herein, it is projected that the Project could support TIF Indebtedness in the amount of approximately \$270,600.¹ The CDA will issue one TIF Note for the Project in the total principal amount of \$270,600, with a 0% interest rate. Details regarding the issuance of the TIF Indebtedness will be set forth in the redevelopment agreement for the Project.

The list of TIF Uses is preliminary and subject to change, and the costs are estimates. The actual cost of all TIF Uses must be certified to the CDA to be eligible for reimbursement. In addition, TIF-eligible expenditures will include, and Redeveloper shall pay, the CDA’s cost of issuance, including attorney fees, and the CDA’s administration fee in the amount of \$2,000.

Redeveloper anticipates construction commencement in February, 2026, pending TIF approval, and construction completion is approximately July, 2026.

¹ For the purpose of the TIF Projections for this Project, the CDA: (1) has assumed the Project will capture the full 15 years of tax increment and there will not be a partial valuation in the first year; (2) has not factored any any annual changes to the applicable tax levy, and (3) has not accounted for any increase in the assessed value of the Project Site during the 15 year tax increment financing period. All of these assumptions will change the actual amount of the tax increment generated by the Project.

The effective date for the division of taxes for the Project shall be January 1, 2027.

The use of TIF to assist with the costs of the public improvements will make the Project as designed feasible. The Project cannot be completed as designed without the site work, demolition, and street access improvements, and the public improvements require the use of TIF to assist with the costs. The Project will also include certain façade and landscaping enhancements, which are improvements above minimum code requirements that will enhance the area and decrease blighted and substandard conditions in the area, but those enhancements add additional costs to that Project and not feasible without TIF. The redevelopment of the Project Site pursuant to the Project identified in this Amendment to the Redevelopment Plan will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. Redeveloper states in the TIF application that: "TIF is necessary for the feasibility of this project due to the cost burden of acquisition, site preparation, and construction of this redevelopment proposal. The difference in the project rate of return with TIF versus without TIF make this project feasible provided the level of risk when undertaking this form of redevelopment."

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to assist with payment for those eligible expenditures as set forth in the Act. The additional costs of the public improvements and all the costs of the private improvements shall be paid by Redeveloper; the City and/or CDA shall not be required to incur any costs or expenses with respect to this Project other than the issuance of the TIF Indebtedness. Redeveloper shall arrange all financing necessary for the Project, including any financing relating to the TIF Indebtedness.

Statutory Elements

This section includes a consideration of the statutory elements identified under the Act.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, is necessary to accomplish the Project. Redeveloper has contracted to purchase the Project Site from the current owner. The existing building on the site that will be renovated is a vacant gas station that is not currently in use for any purpose.

B. Population Density

The proposed development at the Project Site is a commercial office building. No increase in population density is anticipated within the Project Site.

C. Land Coverage

The Project Site is approximately 19,841 square feet. The existing building

will be redeveloped and rehabilitated, and the land coverage should be substantially the same as it is currently. The Project is subject to and must comply with the applicable land-coverage ratios and zoning requirements as required by the City of Wahoo.

D. Traffic Flow, Street Layouts, and Street Grades

The Project Site was formerly used as a gas station/convenience store, so it had a large amount of commercial traffic. The streets in this area are sufficient and designed for significant traffic. No further street improvements should be required based on the Project. Redeveloper is proposing to reduce the three vehicular access points on the Project Site down to two access points. This should increase safety and improve street traffic flow on the adjacent streets.

E. Parking

The exact number and configuration of parking stalls for the Project is still to be determined by the City, but Redeveloper shall be required to construct adequate parking for the Project. Redeveloper will be responsible for ensuring that the Project meets or exceeds the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is zoned C-1 Downtown Commercial District and the proposed use is permitted in said zoning district as a conditional use. No zoning, building code, or ordinance changes will be necessary for the Project. Redeveloper shall be responsible for obtaining all building permits, and for compliance with the local subdivision and zoning regulations and building codes.

Cost-Benefit Analysis

Pursuant to section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and incorporated by this reference.

Comprehensive Plan

The Wahoo Comprehensive Plan was approved by the City Council of the City on December 14, 2017, pursuant to Ordinance #2258 (the "Comprehensive Plan"). Several goals of the Comprehensive Plan will be furthered by this Project, including, but not limited to:

Energy Goal 1: To reduce energy use per capita in Wahoo

- a. Ensure efficient use of land resources
 - i. Encourage new development adjacent to existing development
 - ii. Encourage infill development

- iii. Encourage mixed use development

Environmental Goals

ENV-2 Zoning and subdivision regulations should reflect conservation by promoting walkable, mixed-use development and utilizing conservation easements and other regulatory tools.

Economic Development Goals

ED-5 Continually evaluate existing incentive program availability to ensure the competitiveness of Wahoo in business recruitment, retention, and expansion efforts.

ED-6 Develop an incentive program to promote redevelopment and investment in the Central Business District

The Project meets and furthers the goals set forth in the Comprehensive Plan and is thus in conformance with the Comprehensive Plan.

Note: This section is not a comprehensive analysis of the Project's conformance with the Comprehensive Plan but is meant to highlight and summarize the key points on this topic.

Additional Project Information from Redeveloper

Redeveloper has represented that: (i) without the use of TIF, this Project would not be feasible and the Redeveloper could not develop this Project on the Project Site; (ii) no families will be displaced or relocated from the Project Site based upon this Project, and (iii) Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

EXHIBIT "A"
Legal Description of the Project Site

The Project Site is identified as PID 006089000 and legally described as follows:

Lots 3 and 4, Block 88, County Addition to Wahoo, Saunders County,
Nebraska

The general location of the Project Site is identified below:

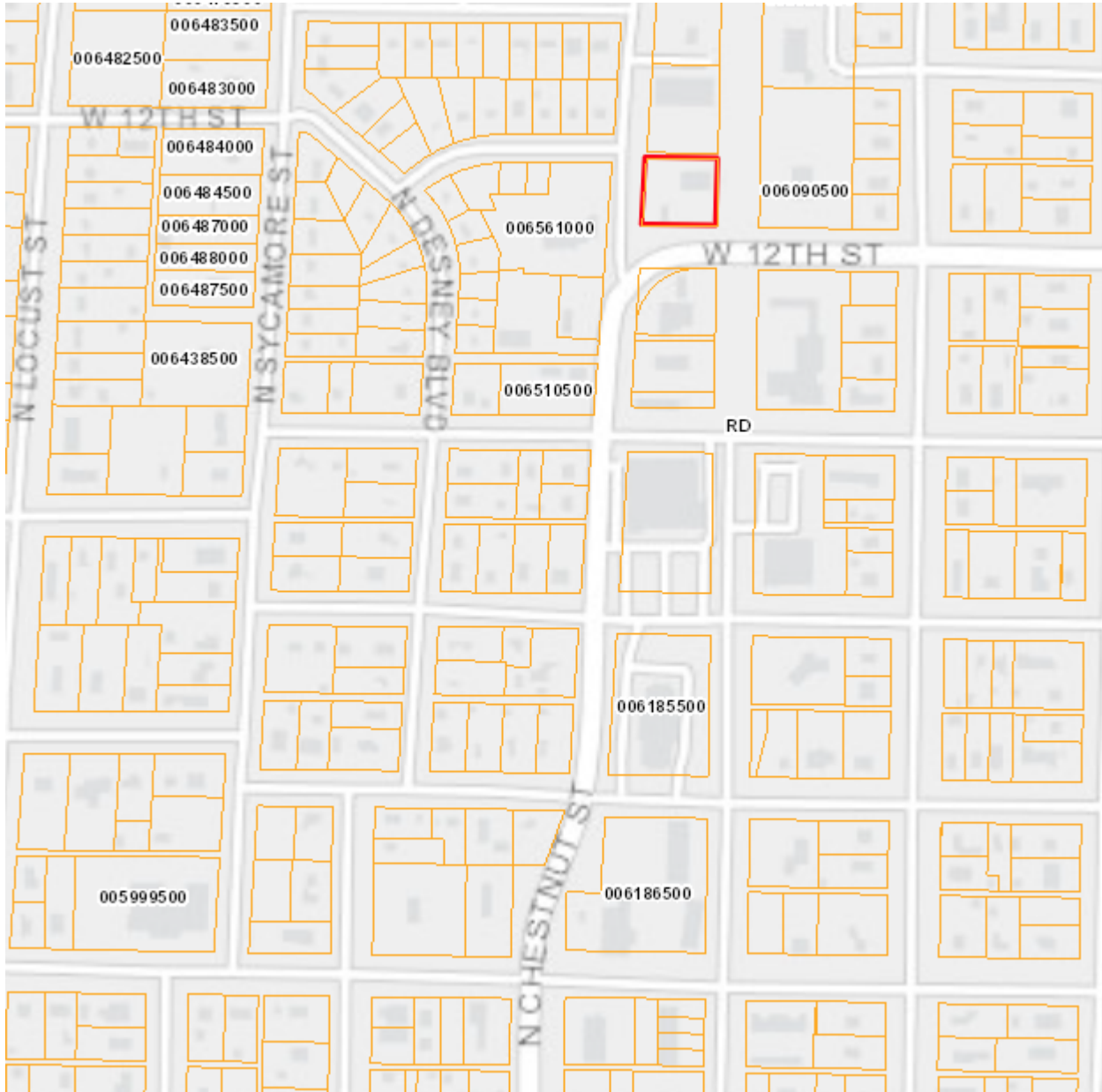


EXHIBIT "B"
Preliminary Site Layout and Rendering



Exhibit "B"



Exhibit "B"

EXHIBIT “C”
Cost Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the JBC Office Redevelopment Project, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by Neb. Rev. Stat. § 18-2147.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15 year tax shift for the entire Project (both phases combined) is as follows:

a.	Base Valuation:	\$122,146
b.	Projected Completed Project Assessed Valuation:	\$1,171,000
c.	Projected Tax Increment Base:	\$1,048,854
d.	Estimated Tax Levy:	1.72
e.	Annual Projected Tax Shift:	\$18,040

Additionally, as stated in the Redevelopment Plan Amendment, the valuation of the property has decreased by \$240,000 since 2019, which equates to approximately \$4,200 per year in lost property taxes. It is not unreasonable to anticipate further decrease in value of the property if the building is allowed to deteriorate further with no redevelopment of the site.

Note: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is an assumed levy rate set forth above. There has been no accounting for a partial valuation in the first year of the TIF period for either phase. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

The Project is an infill development of a previously used commercial site, so it is not anticipated to have a material impact on public infrastructure

improvements. The Project Site will include site work and demolition, improvements to the site access from the public streets which should have a positive impact on traffic overall in the area, public parking improvements, and other public improvements. The CDA and Redeveloper do not anticipate that the Project will have a negative impact on now-existing City infrastructure or any community public services.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. It is anticipated that the tenants of the building may generate sales tax, will pay personal property taxes on the personal property associated with the businesses that are located in the new space, and will require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

The Project is anticipated to have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create additional office space for expansion or relocation of businesses. The tenants are not known at this time, and could change over the course of the TIF period, but the creation of additional general office space should not be considered a material adverse effect on businesses.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project will create office space for businesses to relocate or expand. This should increase the overall robustness and vibrancy of the employment sector in the Redevelopment Area. The businesses are unknown at this time, but the Project should increase the need for services and products from existing businesses. New office uses will naturally increase traffic to other local businesses and restaurants, and will need services provided by other local businesses. This should create a positive effect on all businesses in the City.

5. Impacts on the student populations of school districts within the City:

It is not anticipated that the Project will have a material impact on the student populations of the school district within the City. The Project will result in additional office space in the City, but the actual increase in jobs, and therefore potential population increase, is unknown and too speculative to calculate. However, based on the size of the project and the fact that there is no residential component, the overall potential impact on the student population is deemed to not be material or substantial.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

7. Summary of Findings:

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.

**EXHIBIT “D”
TIF Projections**

TIF SOURCES

1. General Assumptions

Tax Levy	1.72
Interest Rate	0%
Number of Years	15

2. Property Valuation Assumptions

Base Value	\$122,146
Final Value	\$1,171,000

3. TIF Calculations

	Assessed Value	Est. Taxes
Base Value	\$122,146	\$2,101
Final Value	\$1,171,000	\$20,141
<hr/>		
Increment	\$1,048,854	\$18,040
Annual TIF Amount	\$18,040	
Total TIF	\$270,600	
TIF Indebtedness	\$270,600	

TIF USES

Cost of Issuance	\$7,500
Administration Fee	\$2,000
Site Acquisition	\$150,000
Demolition	\$43,600
Site Prep	\$20,000
Parking/landscaping	\$106,500
Arch/Engineering	\$5,000
Total	\$334,600



November 3, 2025

Melissa Harrell
City of Wahoo
605 N. Broadway St.
Wahoo, NE 68066

RE: Krumel Industrial Subdivision Preliminary Plat and Change of Zoning Request

Dear Ms. Harrell,

Attached herein are the draft application materials for the application for subdivision and consideration of a rezone of the Krumel Industrial Subdivision development, located at U.S. Highway 77 and Old Highway 77.

In this submission you will find:

- An Application for Subdivision
 - Preliminary Plat
 - Legal description
 - Preliminary Drainage Memo
 - Draft Traffic Impact Study
- Application for Change of Zoning
 - Rezone Justification Narrative
 - Legal description
 - Rezone request area map
 - Soil survey
 - Referenced future request to Design Corridor Overlay

On behalf of JEO Investments, Inc. (JEO) I'd like to thank you for your assistance, support, and consideration on this matter. We will be seeking a rezone from the site's current C-3 and TA classification to a C-2 and I-3 classification. As a function of this rezone, we will be requesting a rezone to amend the boundary of the Gateway Corridor Design Overlay District for the area within the City's jurisdiction east of Old Highway 77. We request that the new southern termination of this overlay corridor be at what is proposed in our plat as 'A' Street, effectively at the 1/8th mile south of Highway 77 versus the current 1/4 mile.

Krumel Industrial Subdivision is being proposed as a mixed-use flex development consisting of opportunities for Highway Commercial development along the frontages of U.S. Highway and Old Highway 77 to the point of the southern-most access of the platted 'C' Street. The remaining 28 acres of the approximately 48-acre site will be for I-2 Industrial uses and supporting stormwater detention areas.

As has been a standardized and very beneficial practice, we request a meeting of the City's Development Committee to introduce this exciting project. We appreciate the opportunity to discuss this exciting opportunity for an attractive job center in this part of Wahoo.

On behalf of JEO Investments, I thank you for your consideration. I look forward to working with you on this and other projects.

Sincerely,



Kevin Andersen,
Strategic Consultant

Enclosures

cc: Travis Beavers
City of Wahoo Planning Commission
Wahoo City Council

CITY OF WAHOO, NEBRASKA -- APPLICATION FOR SUBDIVISION

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

1. Subdivision Name: Krumel Industrial Subdivision

2. Owner's Name:
JEO Investments, Inc.
Address 1937 N Chestnut St.
Wahoo, NE 68066
Telephone No. (Home) _____
(Business) 402-444-7455

2. Developer's Name:
JEO Investments, Inc.
Address: 1937 N Chestnut St.
Wahoo, NE 68066

3. Engineer's Name:
JEO Consulting Group, Inc.
Address: 1937 N Chestnut St.
Wahoo, NE 68066

4. Present Use of Subject Property: Agricultural

5. Desired Use of Subject Property: Industrial and Highway Commercial

6. Present Zoning: C-3 (AHO) (GCO) and AG (AHO) (GCO)

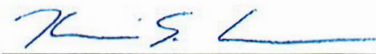
7. Legal Description of Property: A part of the west half of the northwest quarter in
Section 35, Township 15 North Range 7 East
Wahoo, Nebraska

8. Area of Subject Property (square feet and/or acres): 48.89 acres

9. Please list exhibits attached to this application (plat, site plan showing existing and proposed structures, easements, water courses, curb cutbacks, etc.) Plat, Legal Description, Neighboring Addresses
Drainage Memo, Rezone Request

Signature of Owner: _____

or

Signature of Authorized Agent: 

Date submitted: _____
Filing fee paid: \$ _____
Preliminary Plat approved on: _____
Final Plat:
P.C. recommendation: Approved Disapproved on _____
Council action: Approved Disapproved on _____
School Board: Approved Disapproved on _____

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE N04°14'09"W (ASSUMED BEARING), ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 206.67 FEET TO THE NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N04°14'09"W ON SAID WEST LINE, A DISTANCE OF 765.15 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 77 AS DESCRIBED IN GENERAL BOOK 494, PAGE 425; THENCE NORTHERLY ON SAID EASTERLY LINE, THE FOLLOWING 5 COURSES: N85°45'51"E, 33.00 FEET; N01°01'23"E, 72.27 FEET; N00°23'23"W, 452.92 FEET; N04°14'09"W, 500.00 FEET; N01°36'05"E, 417.67 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 77 AND NEBRASKA HIGHWAY 92 AS DESCRIBED IN INSTRUMENT NO. 2023-07188; THENCE N62°52'08"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 157.00 FEET; THENCE N67°08'02"E CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 187.45 FEET; THENCE N89°14'03"E ON SAID SOUTHERLY RIGHT OF WAY LINE AS DESCRIBED IN GENERAL BOOK 494, PAGE 425, A DISTANCE OF 354.93 FEET; THENCE SOUTHWESTERLY CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE ON A 1055.22 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 46.19 FEET, THE CHORD OF SAID CURVE BEARS S65°10'24"W, A DISTANCE OF 46.19 FEET; THENCE N86°05'31"E CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE AS DESCRIBED IN GENERAL BOOK 297, PAGE 317, A DISTANCE OF 134.22 FEET; THENCE S04°14'09"E, A DISTANCE OF 1777.24 FEET TO THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN GENERAL BOOK 413, PAGE 880; THENCE N88°15'57"E ON SAID SOUTH LINE, A DISTANCE OF 400.38 FEET; THENCE S04°14'09"E, A DISTANCE OF 537.87 FEET TO THE NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S88°17'27"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1063.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY CONTINUING ON SAID NORTH RIGHT OF WAY LINE, ON A 2095.80 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 217.89 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS S85°25'54"W, A DISTANCE OF 217.79 FEET, CONTAINING 48.89 ACRES, MORE OR LESS.

- LEGEND**
- 1 IMPROVEMENT POINTS 5/1" BEAR (UNLESS NOTED OTHERWISE)
 - 2 MONUMENT SET 5/1" X 1/4" BEAR WITH PLASTIC CAP STAMPED "SAUNDERS L.E. 196"
 - 3 CALICATED POINT
 - 4 BEARING DISTANCE
 - 5 GOVERNMENT DISTANCE
 - 6 MEASURED DISTANCE
 - 7 PLATTED DISTANCE
 - 8 ESTIMATED DISTANCE
 - 9 RECORDED DISTANCE - SURVEYS 2013
 - 10 RECORDED DISTANCE - SURVEYS 2014
 - 11 RECORDED DISTANCE - SURVEYS 2016

OWNER / DEVELOPER:
 JEO INVESTMENTS INC.
 ROB BRIGHAM
 1937 N CHESTNUT STREET
 WAHOO, NE 68066

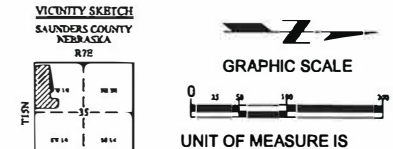
ENGINEER / SURVEYOR:
 JEO CONSULTING GROUP
 ISAAC KREIKEMEIER AND JOSH BORCHERS
 1937 N CHESTNUT STREET
 WAHOO, NE 68066

"PRELIMINARY PLAT" KRUMEL INDUSTRIAL SUBDIVISION

A PART OF THE WEST HALF OF THE
 NORTHWEST QUARTER
 IN SECTION 35, TOWNSHIP 15 NORTH,
 RANGE 7 EAST
 WAHOO, NEBRASKA

ZONING INFORMATION
 EXISTING ZONING:
 EAST OF OLD HIGHWAY 77: TRANSITION ZONE
 WEST OF OLD HIGHWAY 77: HEAVY INDUSTRIAL (I-2)
 PROPOSED ZONING:
 LOTS 1-9: HIGHWAY COMMERCIAL (C-2)
 LOTS 10-11: HEAVY INDUSTRIAL (I-2)

BUILDING SETBACK RESTRICTIONS
 HIGHWAY COMMERCIAL DISTRICT (C-2)
 FRONT YARD 25 FEET
 SIDE YARD 10 FEET
 REAR YARD 20 FEET
 HEAVY INDUSTRIAL (I-2)
 FRONT YARD 25 FEET
 SIDE YARD 10 FEET
 REAR YARD 10 FEET



JEO CONSULTING GROUP
 1937 N CHESTNUT ST
 WAHOO, NE 68066
 800.723.8567 | JEO.com

JEO CONSULTING, INC.
 ORGANIZATION CERTIFICATE OF
 AUTHORIZATION NUMBER: CA-0069

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 30%
 DATE:
 09.22.2025
 PRELIMINARY
 PRELIMINARY
 [09.22.2025]
 Isaac Kreikenmeier - Civil Engineer
 E-20028

ISSUE

MARK	DATE	DESCRIPTION
-	00/00/0000	XX

**KRUMEL INDUSTRIAL
 SUBDIVISION**

JEO INVESTMENTS, INC.
 1937 N CHESTNUT STREET
 WAHOO, NE 68066

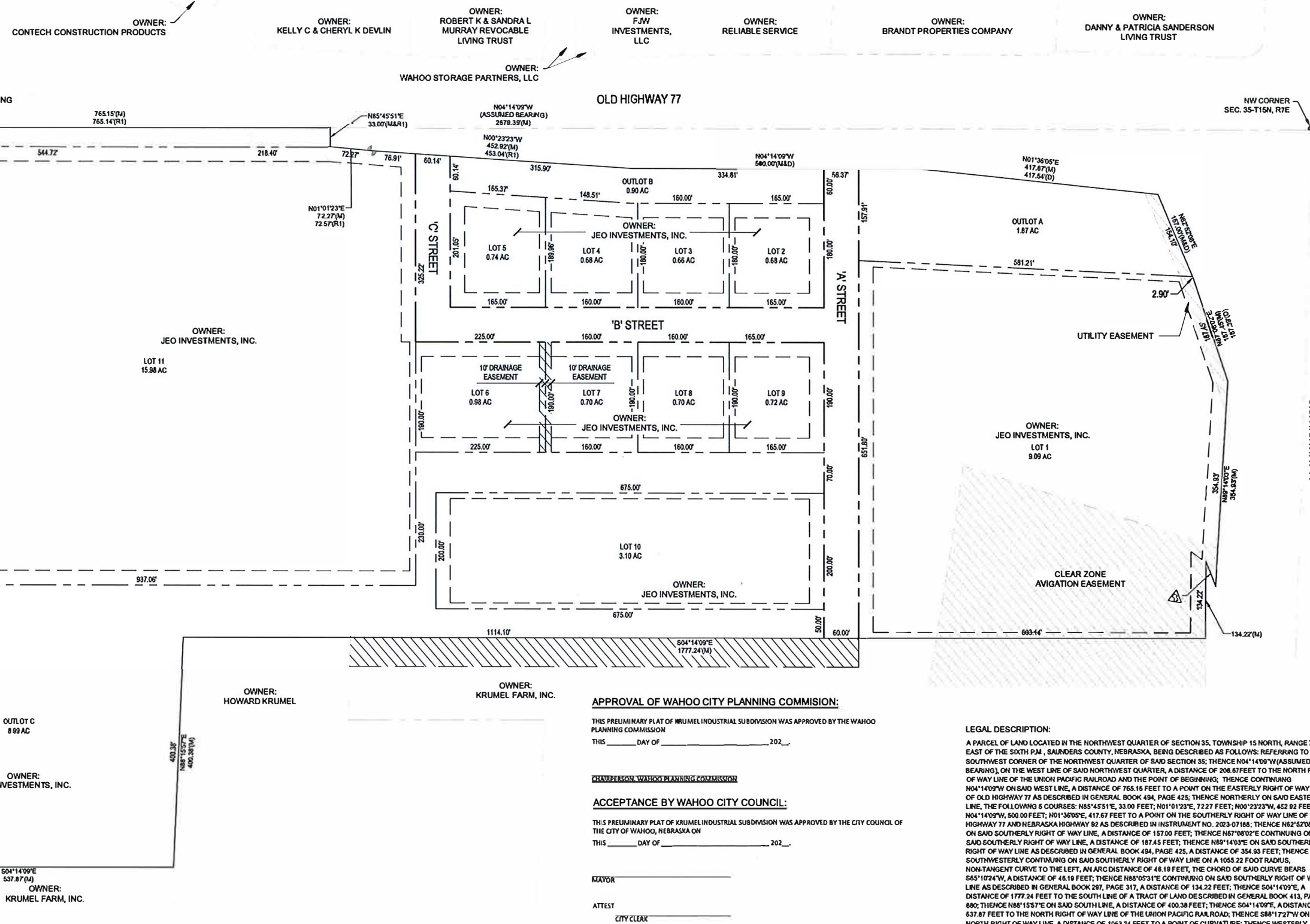
JEO PROJECT NO.: [242471.00]
 DRAWN BY: [BEG]
 QAQC: [IK]



Know what's Below.
 Call before you dig.

US SURVEY FEET (sft)

PRELIMINARY PLAT



CURVE DATA TABLE

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	46.19'	1055.22'	002°30'29"	23.10'	S65°10'24"W	46.19'
C2	217.89'	2095.80'	005°57'24"	109.04'	S65°25'54"W	217.79'

APPROVAL OF WAHOO CITY PLANNING COMMISSION:

THIS PRELIMINARY PLAT OF KRUMEL INDUSTRIAL SUBDIVISION WAS APPROVED BY THE WAHOO PLANNING COMMISSION
 THIS _____ DAY OF _____, 202__.

ACCEPTANCE BY WAHOO CITY COUNCIL:

THIS PRELIMINARY PLAT OF KRUMEL INDUSTRIAL SUBDIVISION WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WAHOO, NEBRASKA ON
 THIS _____ DAY OF _____, 202__.

MAYOR _____
 ATTEST _____
 CITY CLERK _____

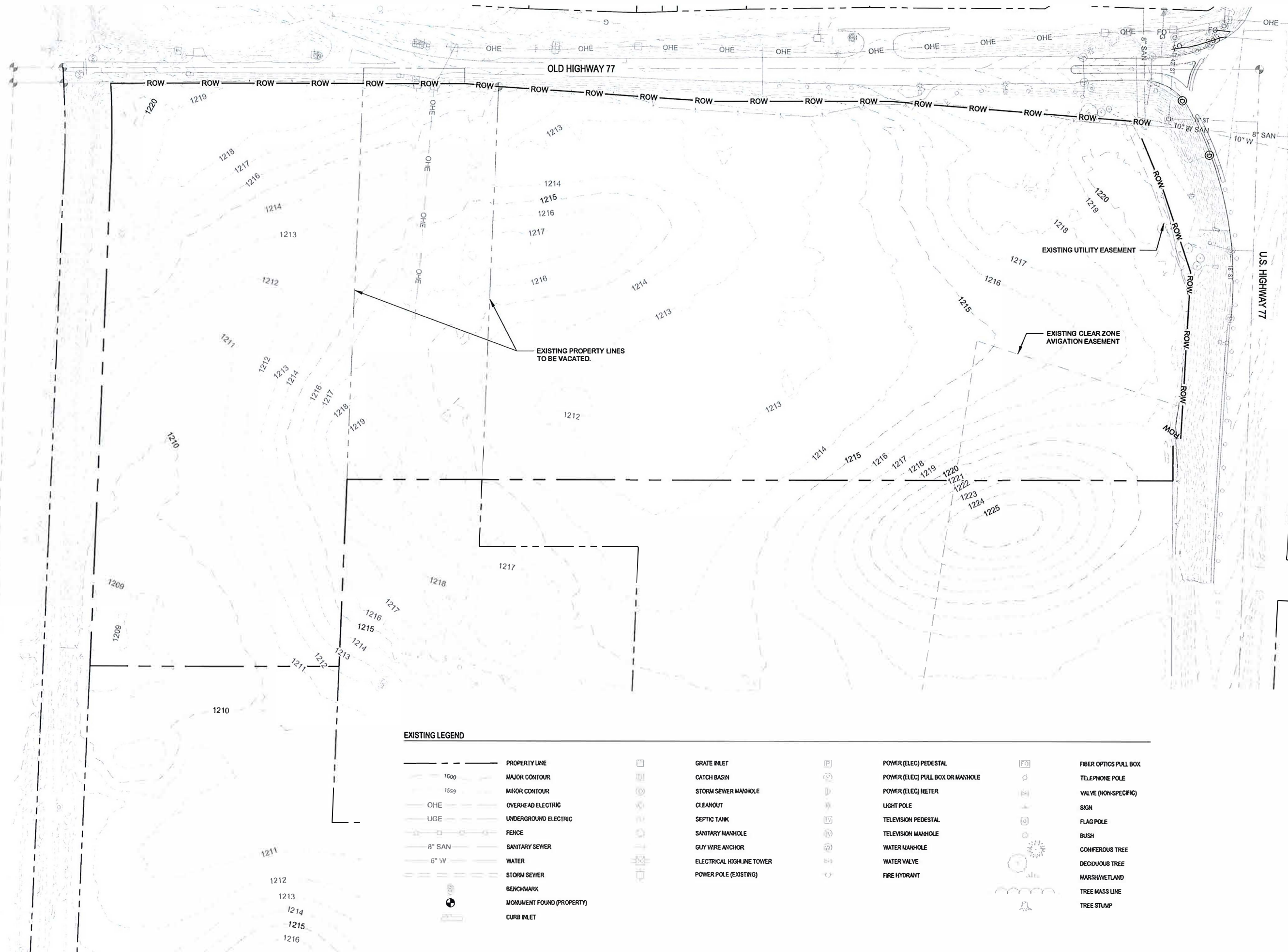
ACCEPTANCE BY WAHOO CITY ENGINEER:

THIS PRELIMINARY PLAT OF KRUMEL INDUSTRIAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE WAHOO CITY ENGINEER ON
 THIS _____ DAY OF _____, 202__.

WAHOO CITY ENGINEER _____

LEGAL DESCRIPTION:

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EXISTING LEGEND

	PROPERTY LINE		GRATE INLET		POWER (ELEC) PEDESTAL		FIBER OPTICS PULL BOX
	MAJOR CONTOUR		CATCH BASIN		POWER (ELEC) PULL BOX OR MANHOLE		TELEPHONE POLE
	MINOR CONTOUR		STORM SEWER MANHOLE		POWER (ELEC) METER		VALVE (NON-SPECIFIC)
	OVER-HEAD ELECTRIC		CLEANOUT		LIGHT POLE		SIGN
	UNDERGROUND ELECTRIC		SEPTIC TANK		TELEVISION PEDESTAL		FLAG POLE
	FENCE		SANITARY MANHOLE		TELEVISION MANHOLE		BUSH
	SANITARY SEWER		GUY WIRE ANCHOR		WATER MANHOLE		CONIFEROUS TREE
	WATER		ELECTRICAL HIGHLINE TOWER		WATER VALVE		DECIDUOUS TREE
	STORM SEWER		POWER POLE (EXISTING)		FIRE HYDRANT		MARSH/WETLAND
	BENCHMARK						TREE MASS LINE
	MONUMENT FOUND (PROPERTY)						TREE STUMP
	CURB INLET						

EXISTING CONDITIONS



JEO CONSULTING GROUP

1937 N CHESTNUT ST
 WAHOO, NE 68066
 800.723.8567 | jeo.com

JEO CONSULTING, INC.
 ORGANIZATION CERTIFICATE OF
 AUTHORIZATION NUMBER: CA-0069

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 30%
 DATE:
 09.22.2025
 PRELIMINARY

[09.22.2025]
 Isaac Kreikenmeier - Civil Engineer
 E-20028

ISSUE

MARK	DATE	DESCRIPTION
-	00/00/0000	XX

**KRUMEL INDUSTRIAL
 SUBDIVISION**

JEO INVESTMENTS, INC.
 1937 N CHESTNUT STREET
 WAHOO, NE 68066

JEO PROJECT NO.: [242471.00]
 DRAWN BY: [BEG]
 QAQC: [IK]




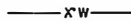

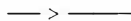


Know what's Below.
 Call before you dig.

US SURVEY FEET (sFT)

EXISTING CONDITIONS

SITE LAYOUT LEGEND

-  STANDARD DUTY 7" CONCRETE PAVEMENT MODT 478-3500PSI
-  6" CONCRETE INTEGRAL CURB
-  8" SAN PROPOSED SANITARY
-  8" W PROPOSED WATER MAIN
-  PROPOSED STORM
-  PROPOSED DRAINAGE DITCH



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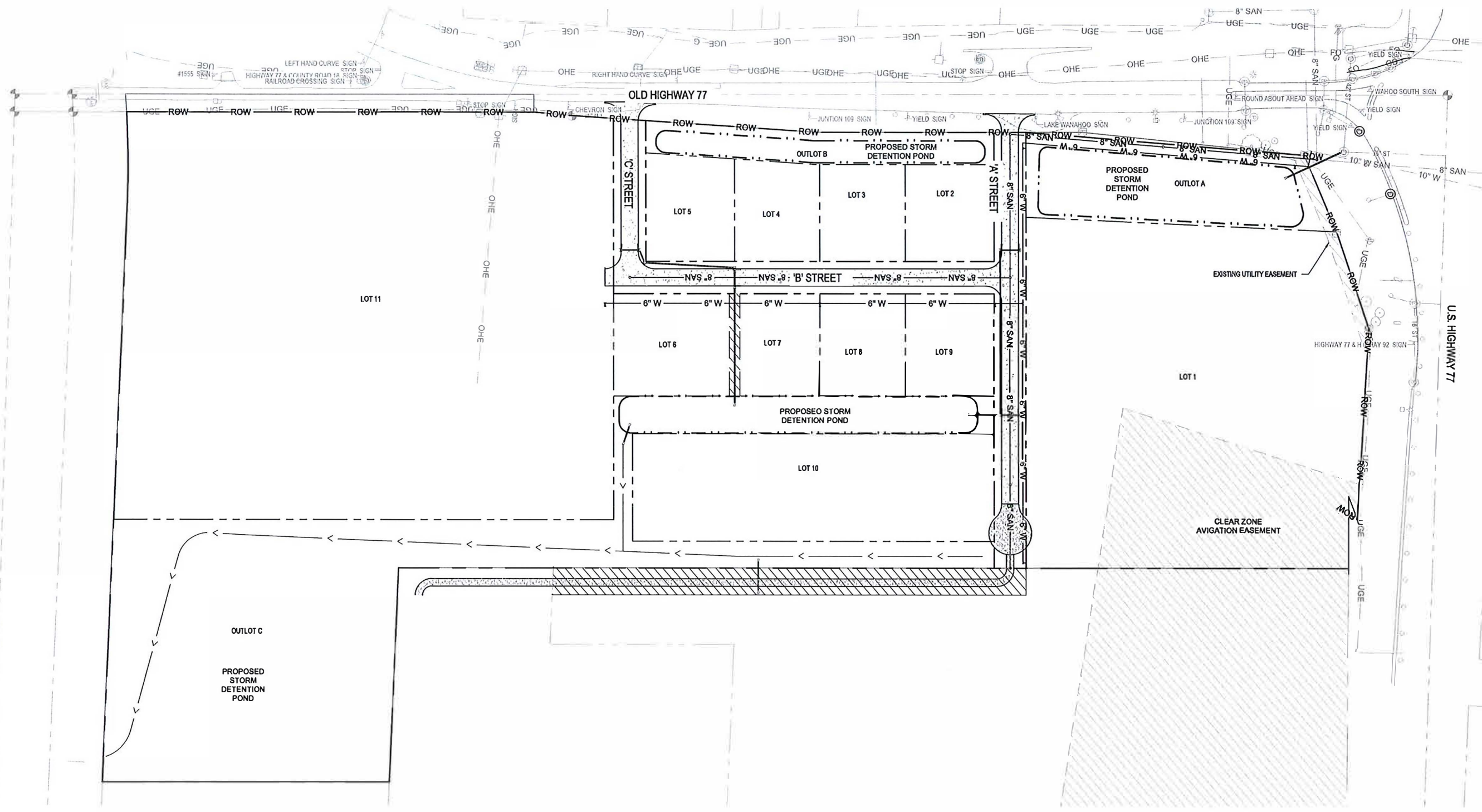
JEO PROJECT NO.: [242471.00]
 DRAWN BY: [BEG]
 QAQC: [IK]



Know what's Below.
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 US SURVEY FEET (sFT)

OVERALL LAYOUT PLAN



PROPOSED SITE PLAN

SITE LAYOUT LEGEND

- STANDARD DUTY 7" CONCRETE PAVEMENT MOOT 478-3500PSI
- 6" CONCRETE INTEGRAL CURB



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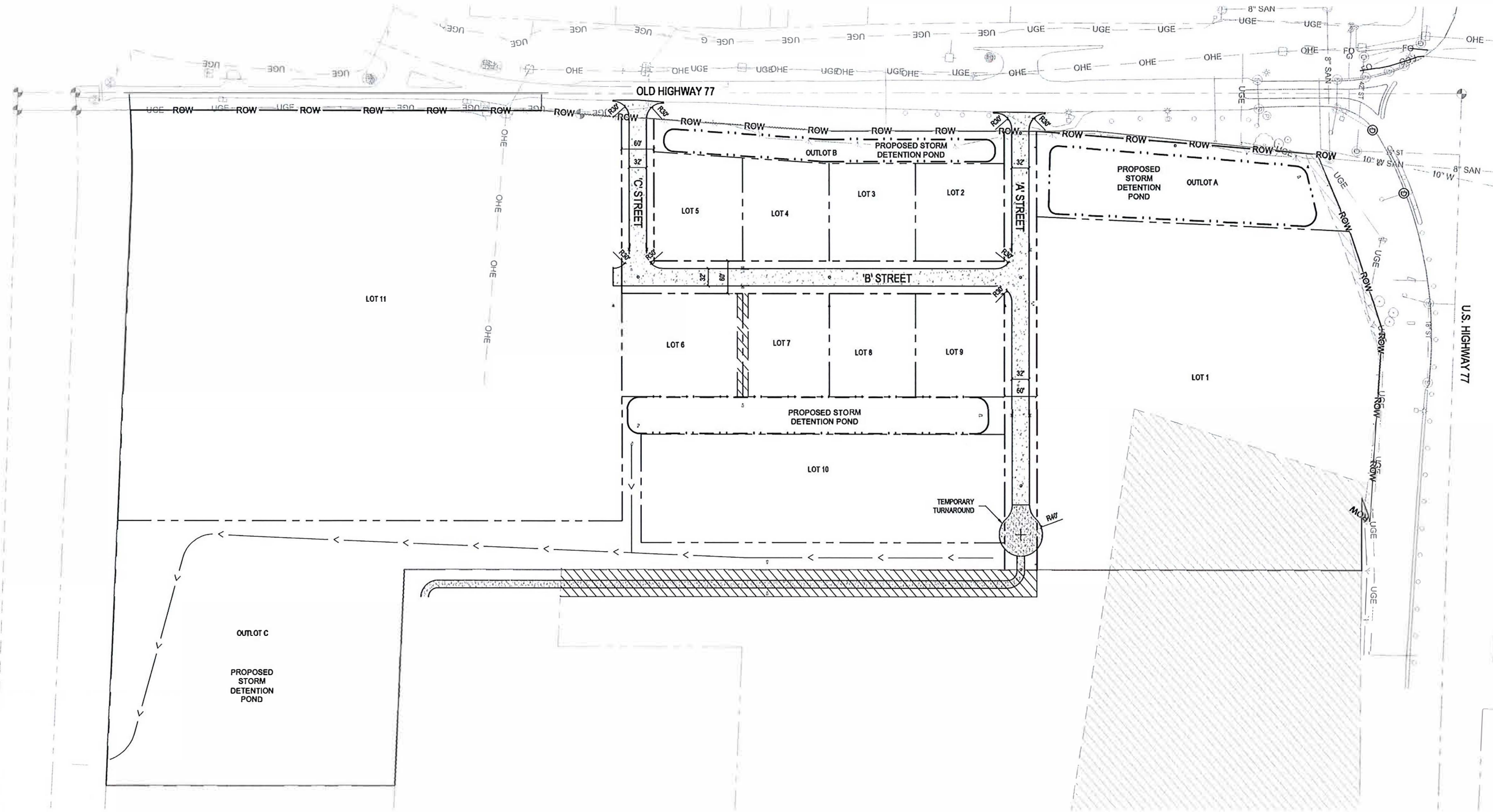
JEO PROJECT NO.: [242471.00]
 DRAWN BY: [BEG]
 QAQC: [IK]



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US SURVEY FEET (sFT)

OVERALL PAVING PLAN



APPROXIMATE EARTHWORK QUANTITIES		
CUT	FILL	NET
47,091 CY	101,247 CY	54,156 CY (FILL)

* NOTE: EARTHWORK QUANTITIES ARE FOR INFORMATION ONLY. PAVEMENT AND BUILDING PADS WERE NOT DEDUCTED FROM THE FILL QUANTITY.
 **A FILL FACTOR OF 1.3 HAS BEEN ADDED.

SITE GRADING LEGEND	
	1490 PROPOSED MAJOR CONTOUR
	1489 PROPOSED MINOR CONTOUR
	1600 EXISTING MAJOR CONTOUR
	1599 EXISTING MINOR CONTOUR
	PROPOSED DRAINAGE DITCH



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 WAHOO, NE 68066
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KRUMEL INDUSTRIAL SUBDIVISION

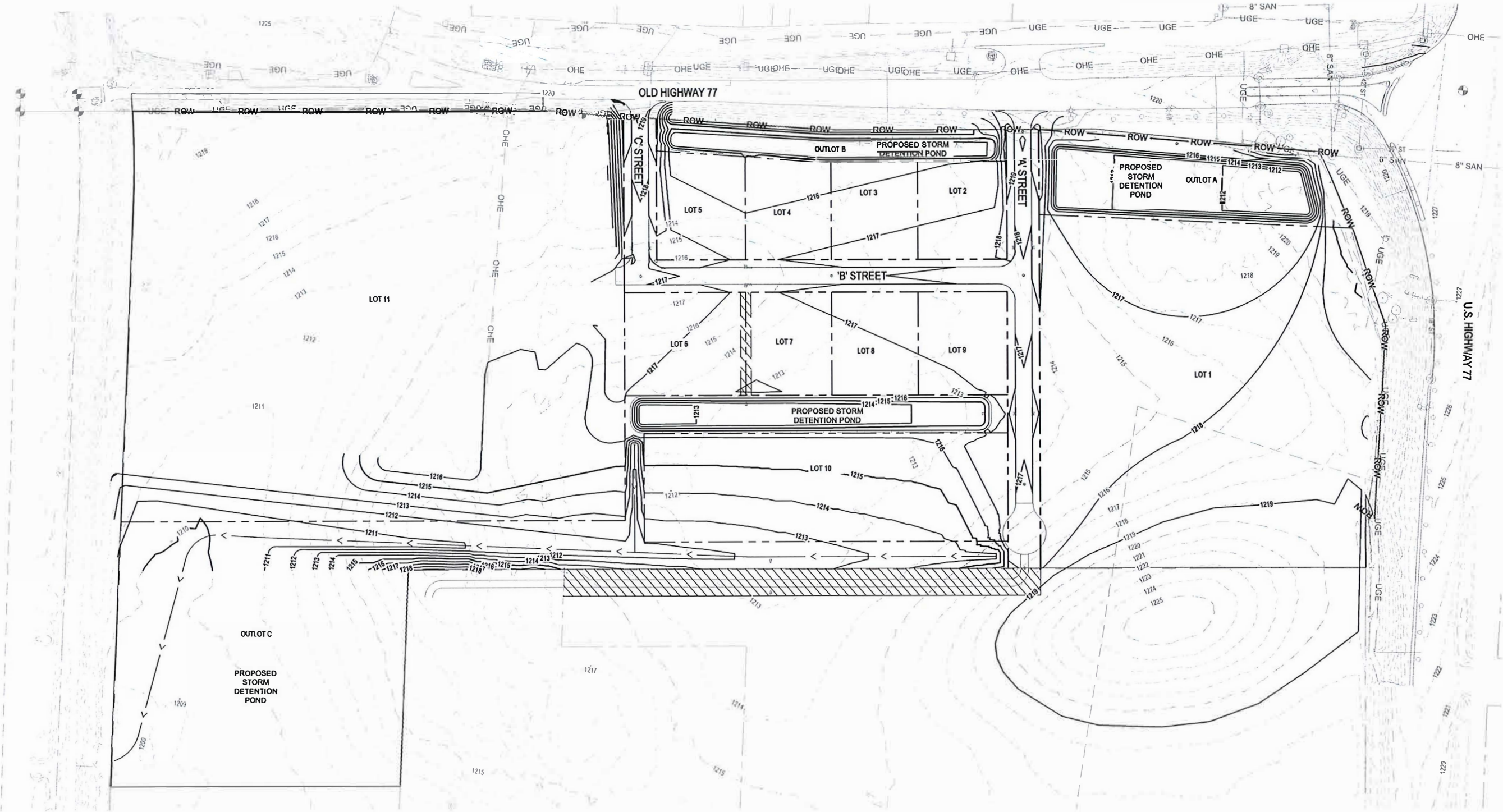
JEO INVESTMENTS, INC.
 1937 N CHESTNUT STREET
 WAHOO, NE 68066

JEO PROJECT NO.: [242471.00]
 DRAWN BY: [BEG]
 QA/QC: [IK]



Know what's below.
 Call before you dig.
 US SURVEY FEET (sFT)

OVERALL GRADING PLAN





JEO CONSULTING GROUP

1937 N CHESTNUT ST
 WAHOO, NE 68066
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 E-20028

ISSUE

MARK	DATE	DESCRIPTION
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**KRUMEL INDUSTRIAL
 SUBDIVISION**

JEO INVESTMENTS, INC.
 1937 N CHESTNUT STREET
 WAHOO, NE 68068

JEO PROJECT NO.: [242471.00]
 DRAWN BY: [BEG]
 QAQC: [IK]



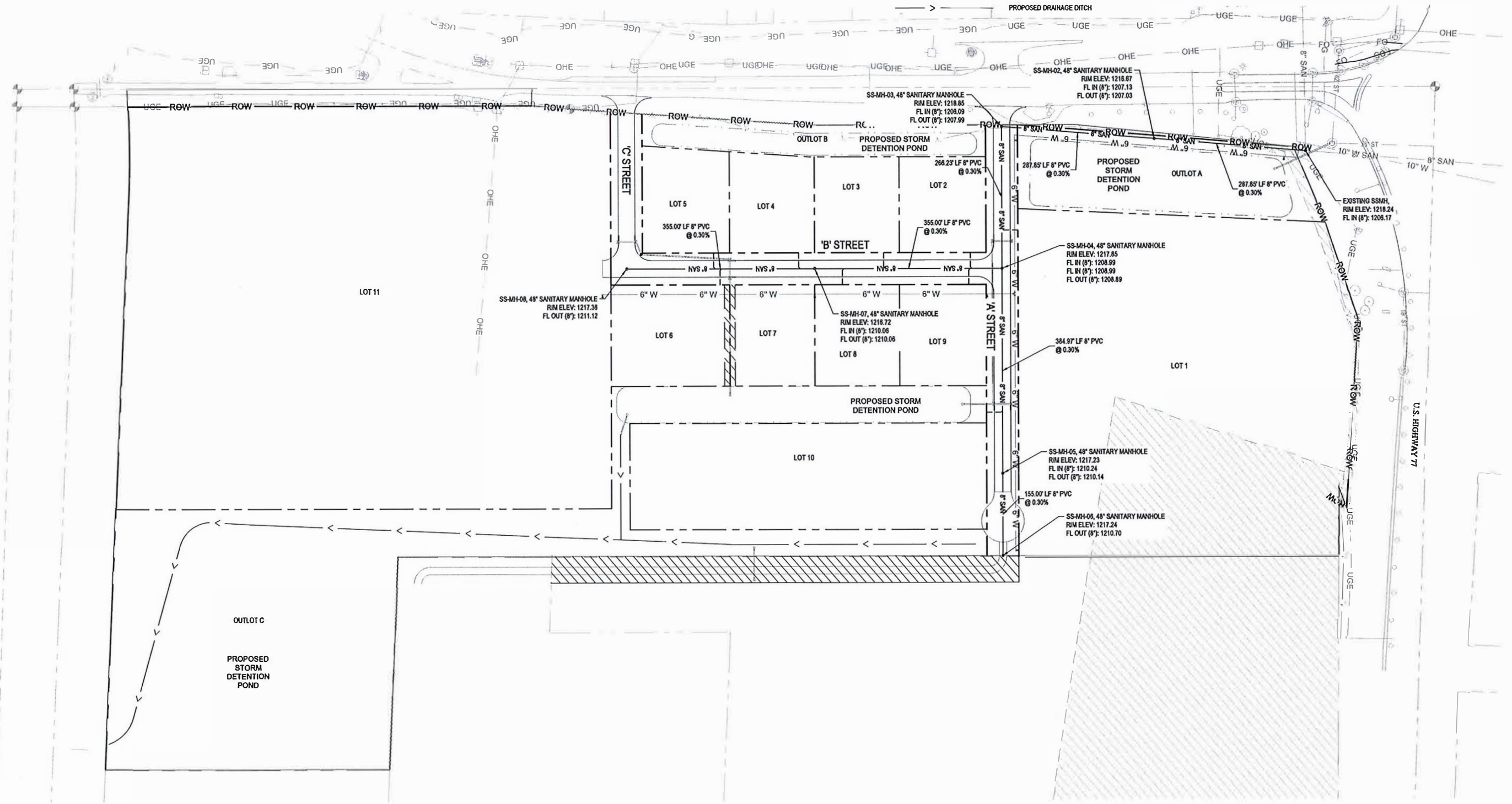
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US SURVEY FEET (sFT)

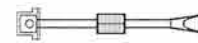



**UTILITIES -
 SANITARY SEWER PLAN**

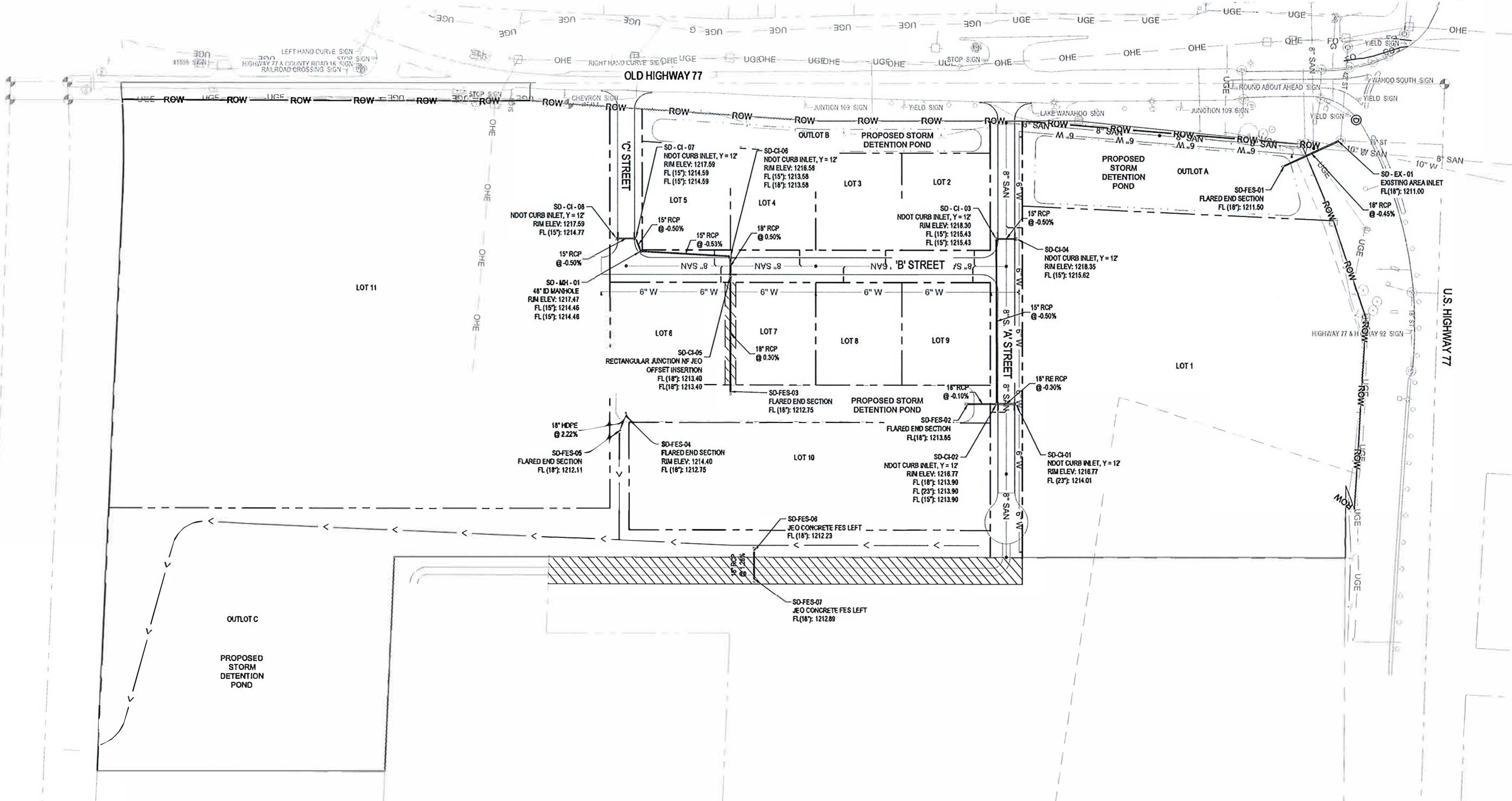
SITE UTILITY LEGEND

- X" SAN — PROPOSED SANITARY
- X" W — PROPOSED WATER SERVICE
- G — G — PROPOSED GAS SERVICE
- P — P — PROPOSED ELECTRICAL SERVICE
- [Symbol] — PROPOSED STORM
- PVC [Symbol] POST INDICATOR VALVE
- GV [Symbol] GATE VALVE
- FH [Symbol] FIRE HYDRANT
- [Symbol] — PROPOSED DRAINAGE DITCH



SITE UTILITY LEGEND

- X" SAN — PROPOSED SANITARY
- X" W — PROPOSED WATER SERVICE
- G — G — PROPOSED GAS SERVICE
- P — P — P — PROPOSED ELECTRICAL SERVICE
-  PROPOSED STORM
-  POST INDICATOR VALVE
-  GATE VALVE
-  FIRE HYDRANT
- > — PROPOSED DRAINAGE DITCH



SITE UTILITIES PLAN



JEO CONSULTING GROUP

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 WAHOO, NE 68066
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


Know what's below.
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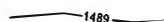
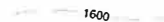
 US SURVEY FEET (sFT)

**UTILITIES -
 STORM SEWER PLAN**

EROSION CONTROL / SWPPP LEGEND

- LOC — LIMITS OF CONSTRUCTION
- SF — SF — SILT FENCE
- > — PROPOSED DRAINAGE DITCH
-  INLET PROTECTION
-  STABILIZED CONSTRUCTION ENTRANCE
-  SEEDING - ALL DISTURBED AREAS
(MILLER SEED SUB DIVISION MIX OR APPROVED EQUAL)

SITE GRADING LEGEND

-  1490 PROPOSED MAJOR CONTOUR
-  1489 PROPOSED MINOR CONTOUR
-  1600 EXISTING MAJOR CONTOUR
-  1599 EXISTING MINOR CONTOUR



JEO CONSULTING GROUP

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 WAHOO, NE 68066
 800.723.8567 | jeo.com

JEO CONSULTING, INC.
 ORGANIZATION CERTIFICATE OF
 AUTHORIZATION NUMBER: CA-0069

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 30%
 DATE:
 09.22.2025
 PRELIMINARY
 PRELIMINARY
 [09.22.2025]
 Isaac Kreikenmeier - Civil Engineer
 E-20028

ISSUE

MARK	DATE	DESCRIPTION
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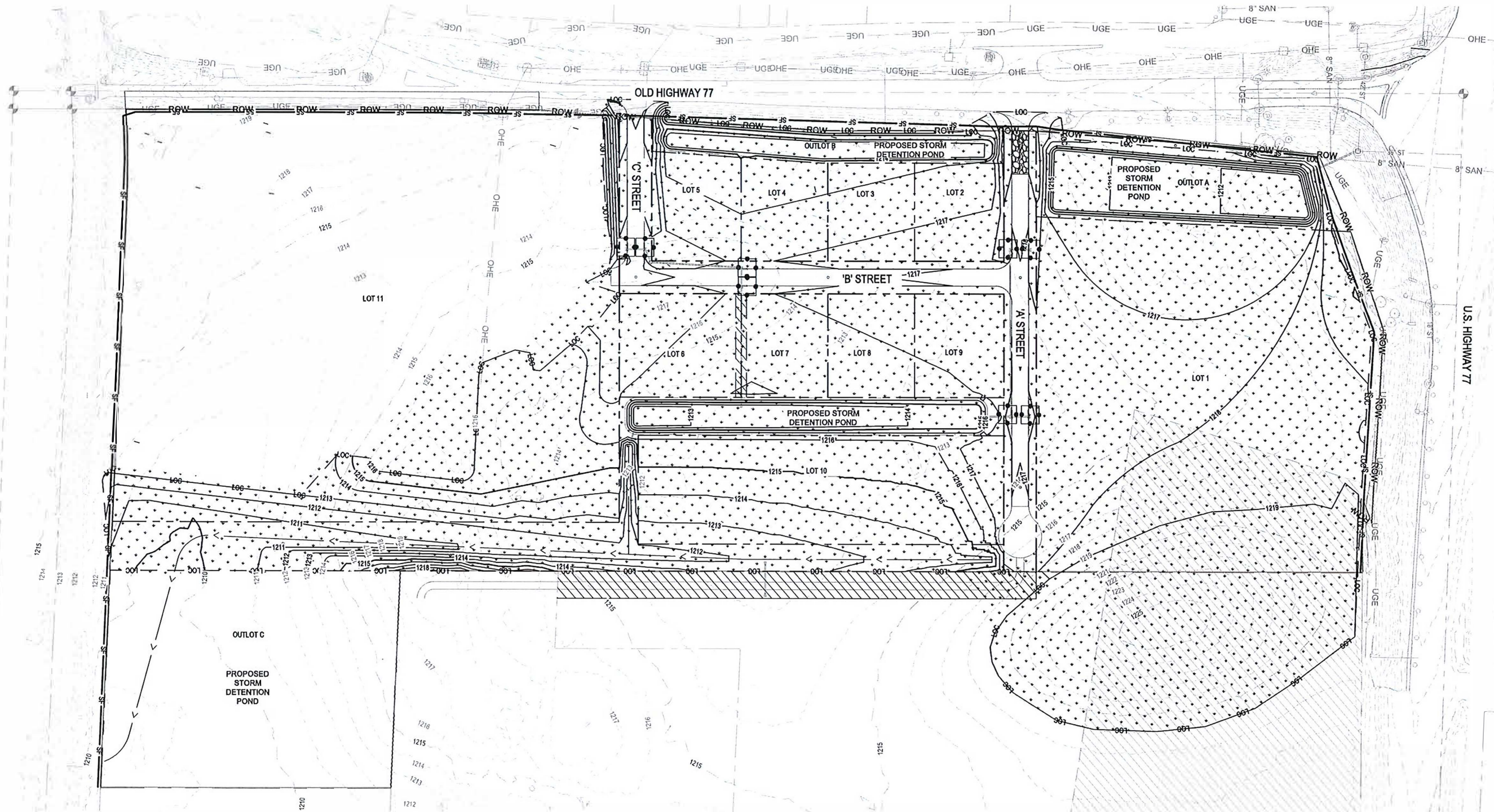
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 DRAWN BY: [BEG]
 QAQC: [IK]



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SITE EROSION CONTROL PLAN





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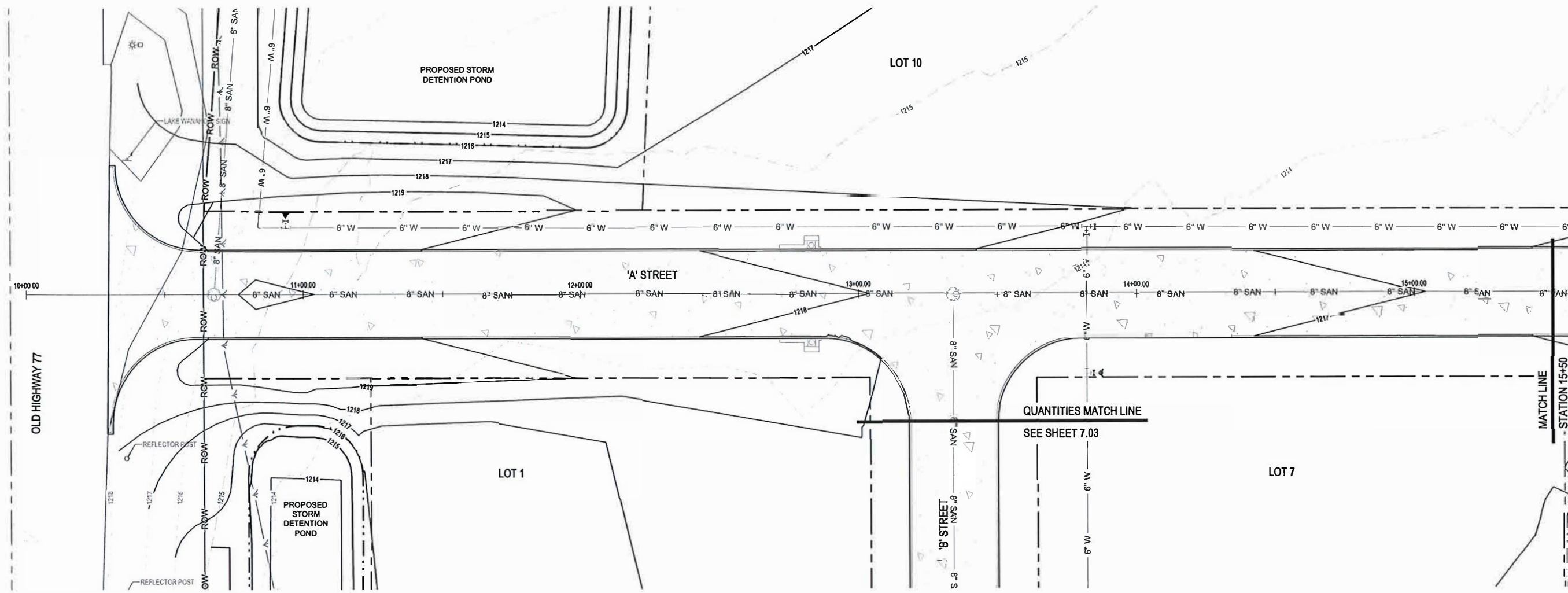
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 DRAWN BY: [BEG]
 QAQC: [IK]



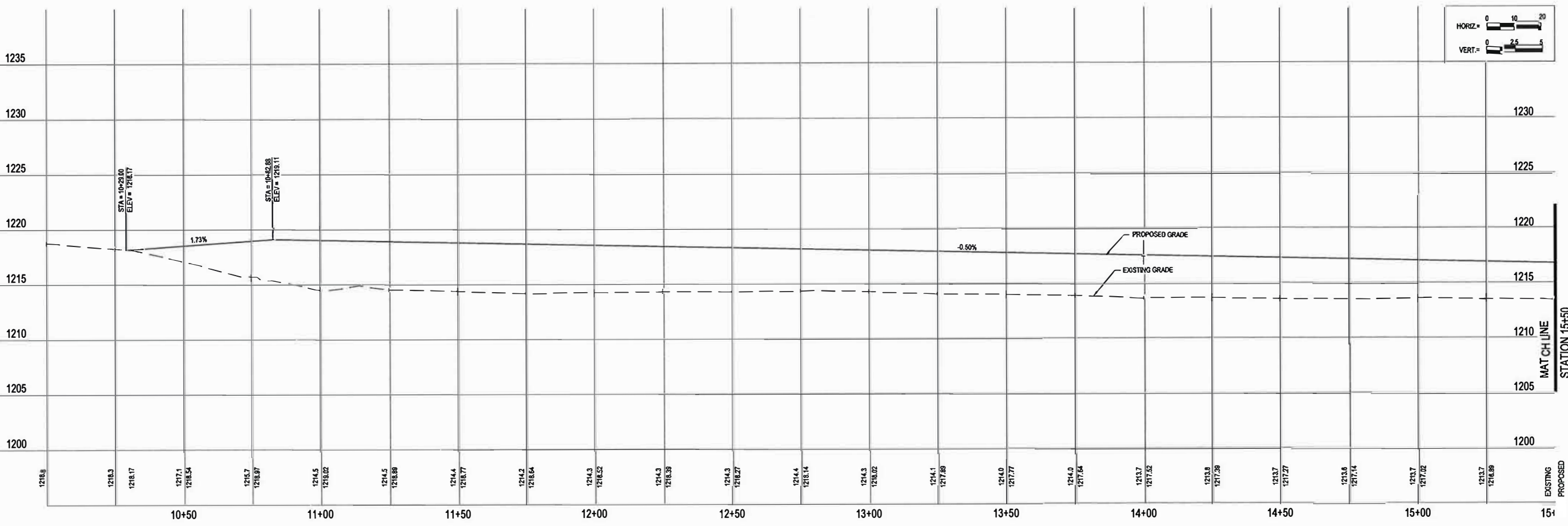
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**STREET PLAN
 AND PROFILE**



'A' STREET PLAN AND PROFILE





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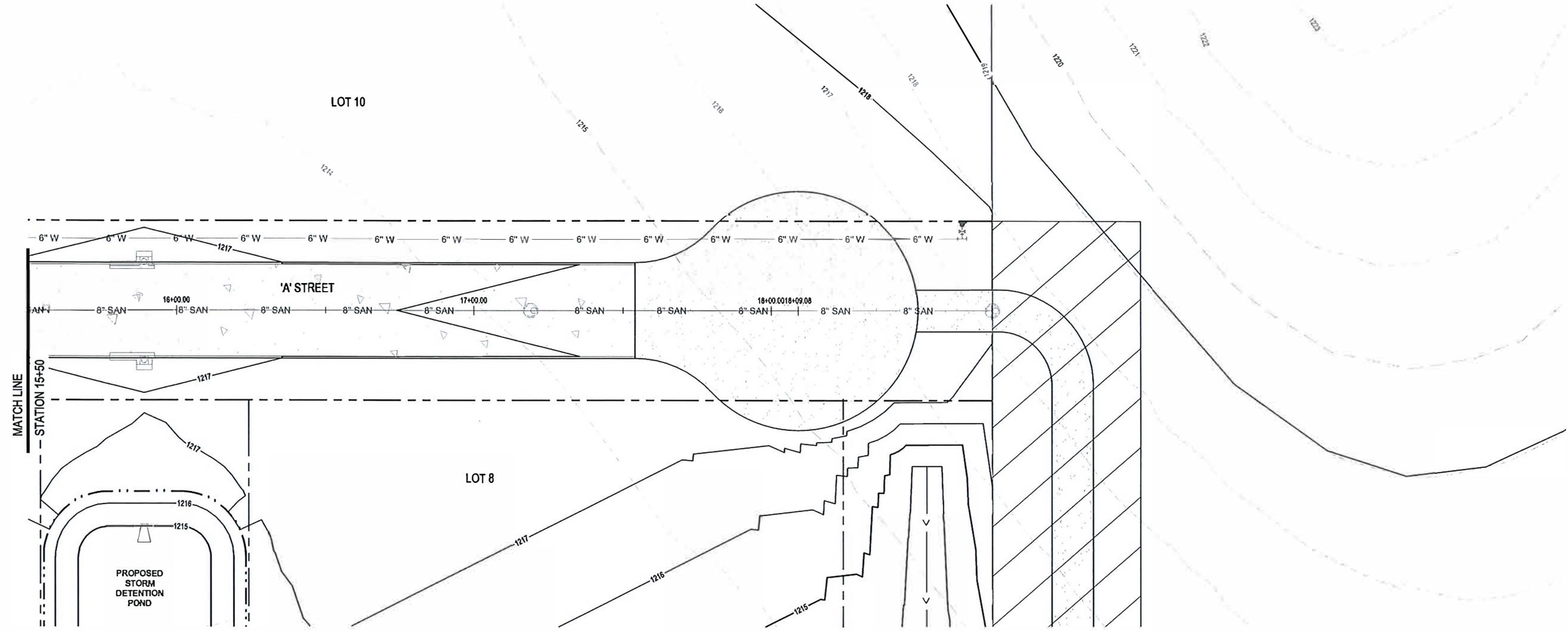
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 DATE: 09.22.2025
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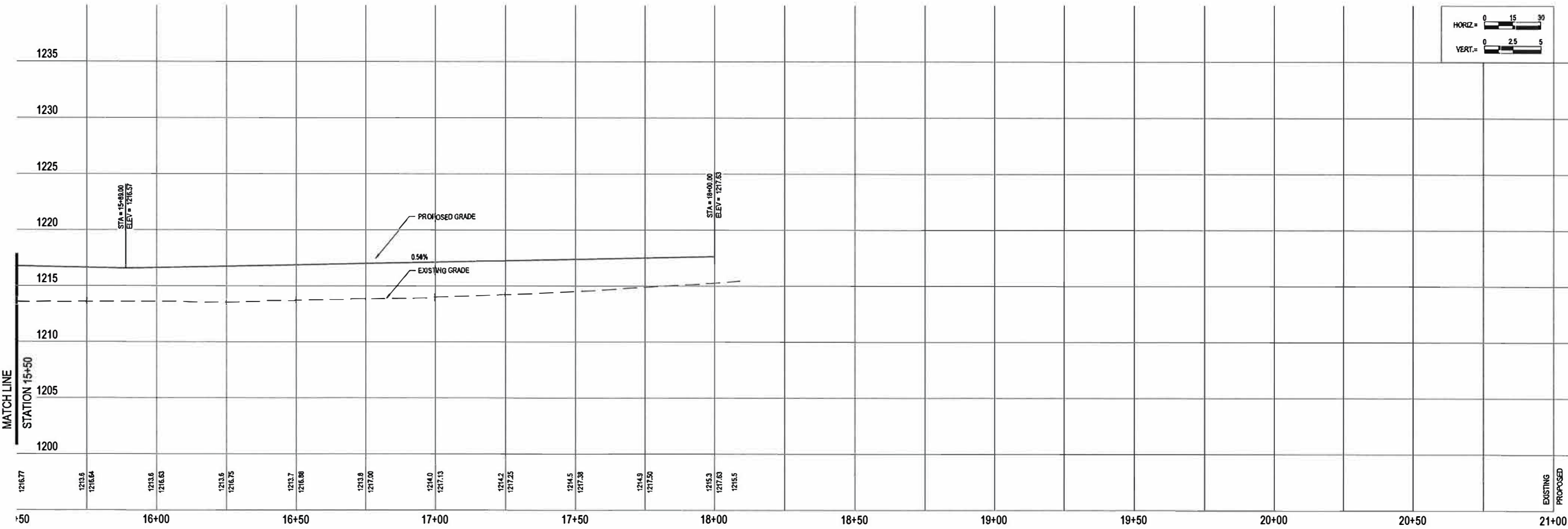
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'A' STREET PLAN AND PROFILE



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JEO PROJECT NO.: [242471.00]
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STREET PLAN AND PROFILE



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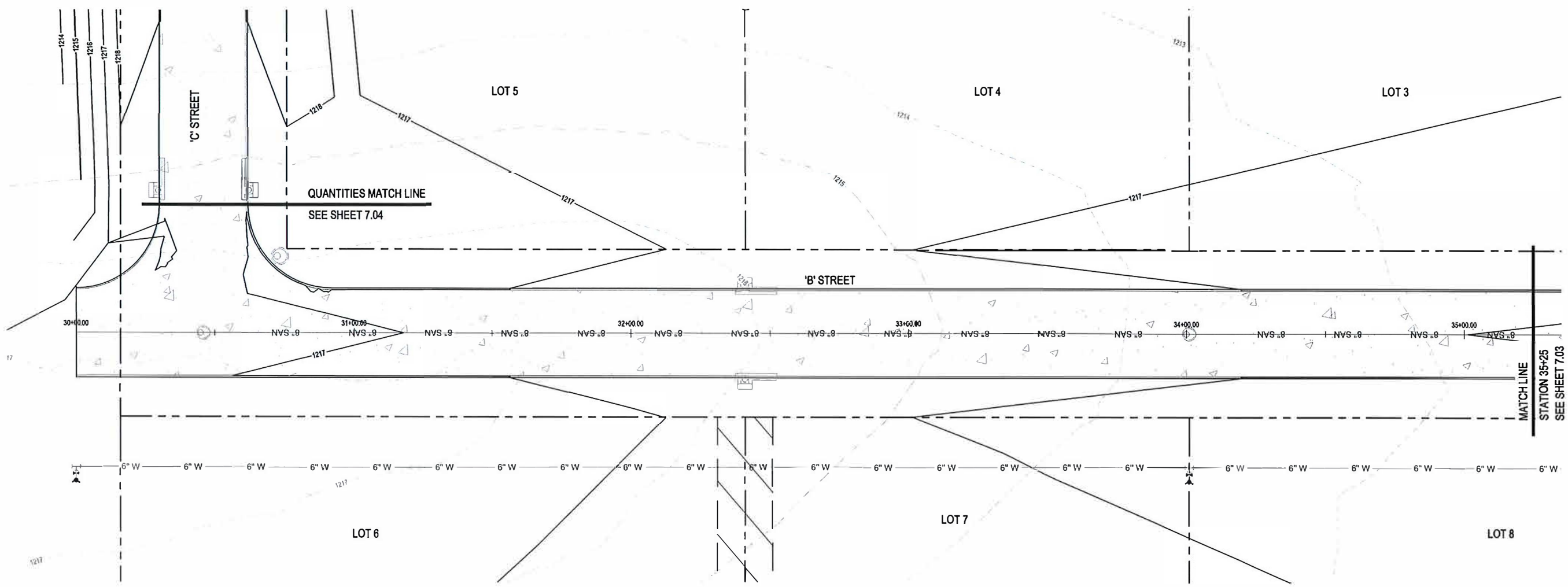
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 QA/QC: [IK]



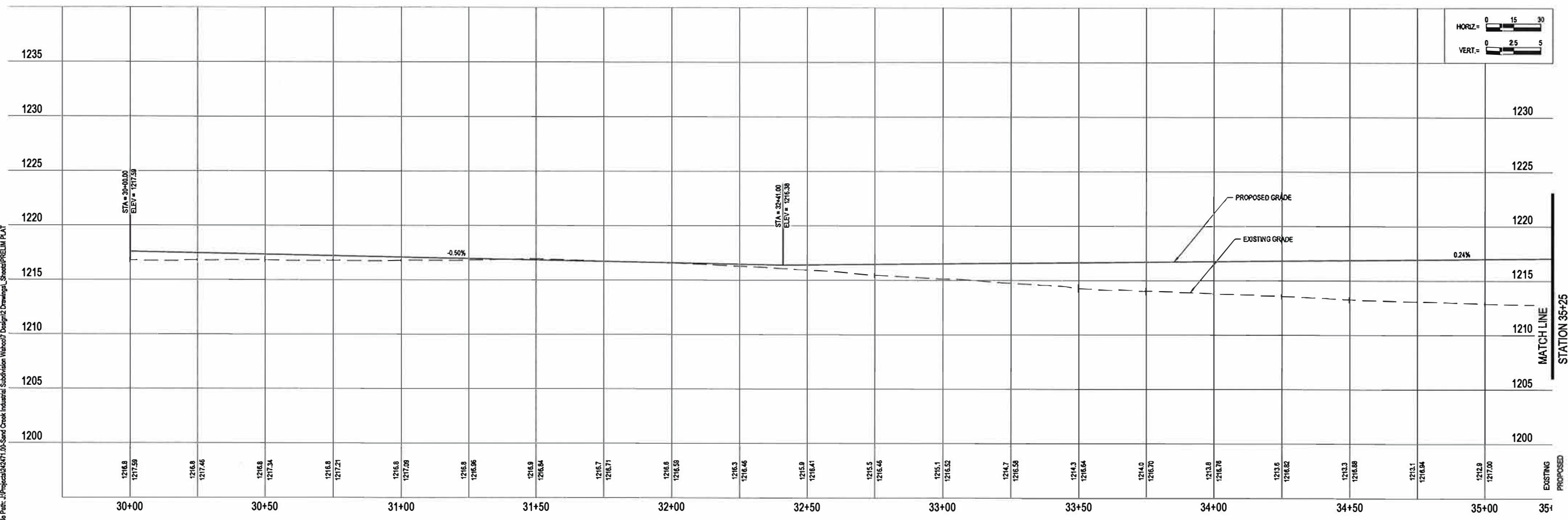
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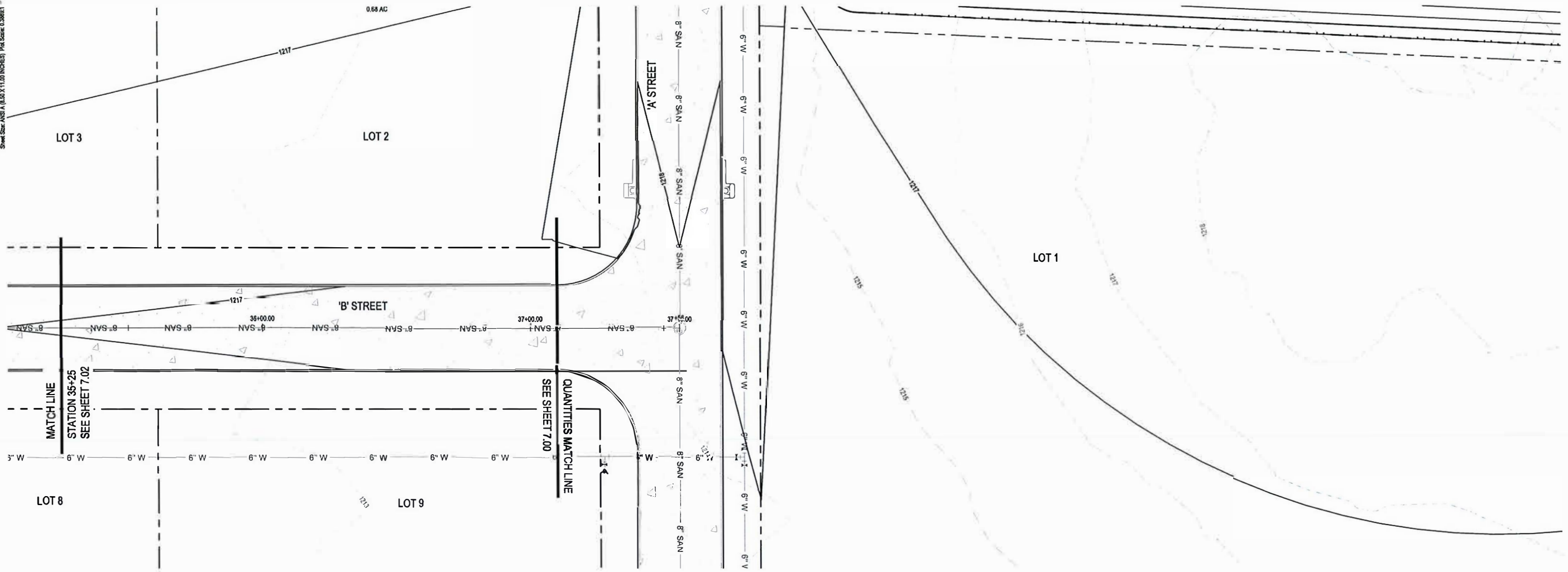
**STREET PLAN
 AND PROFILE**



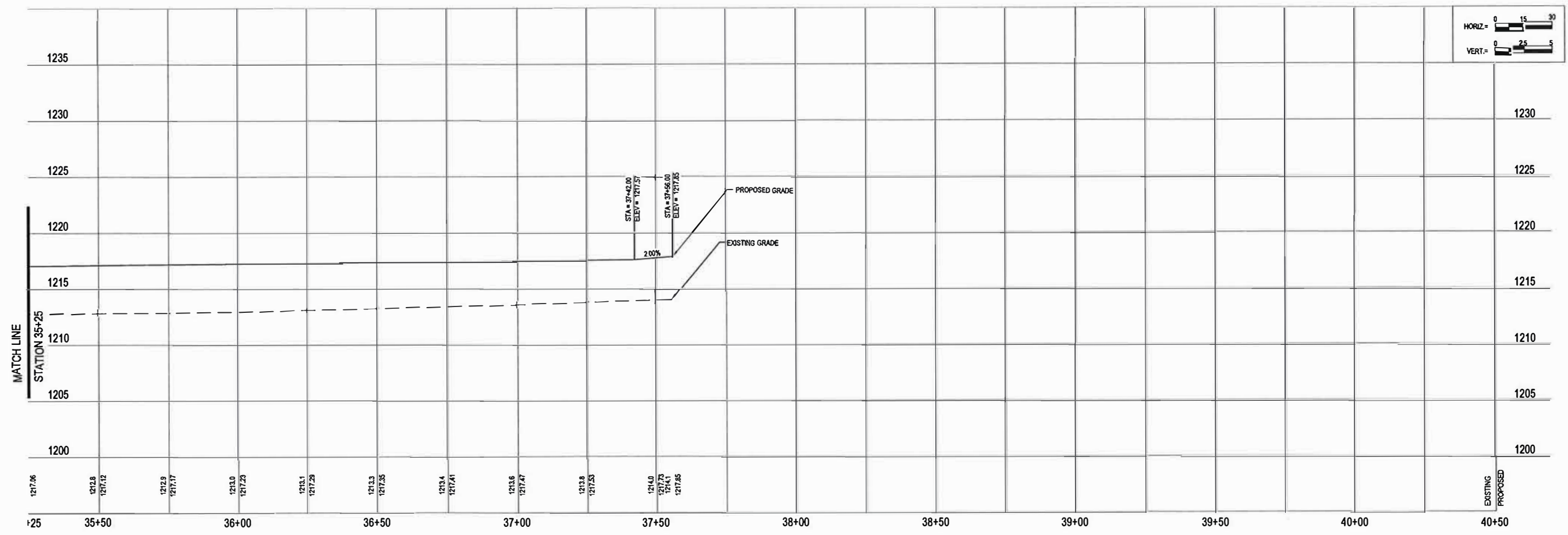
'B' STREET PLAN AND PROFILE



Prepared by CHARLES MCPARLAND
 Sheet Size: A (36" x 48") (1:5000) (1/4" = 1'-0") (1/8" = 1'-0")



B' STREET PLAN AND PROFILE



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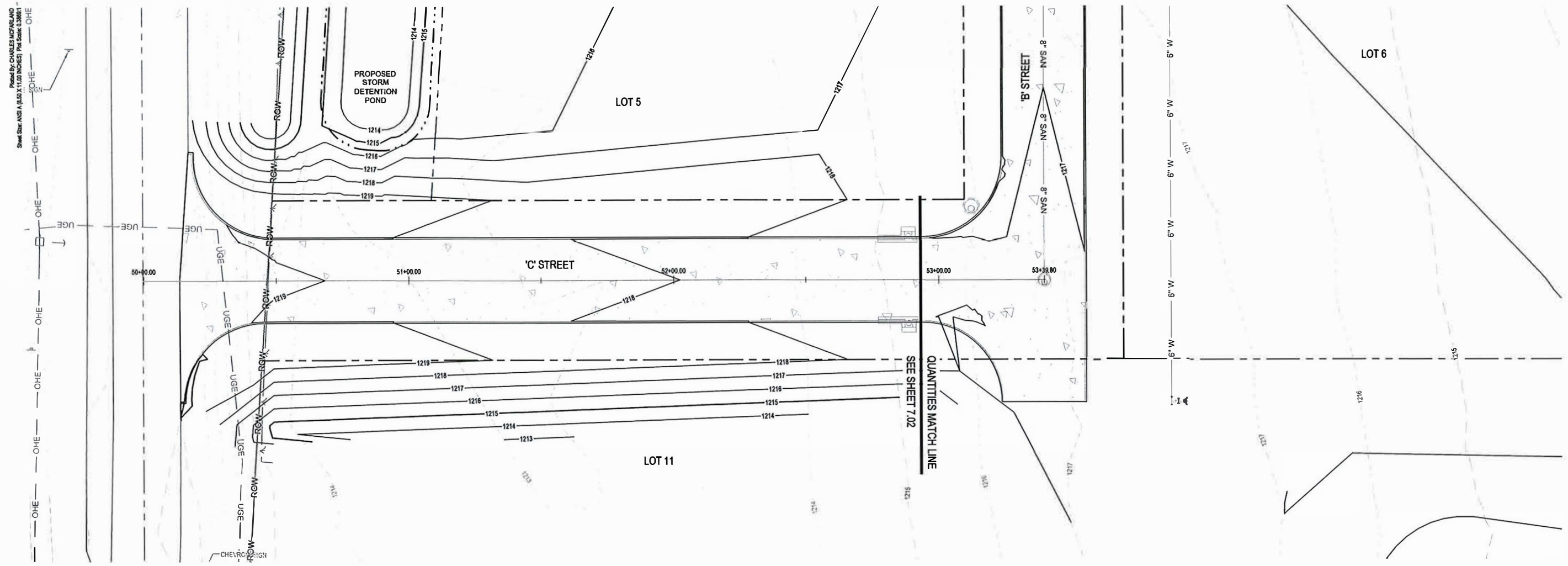


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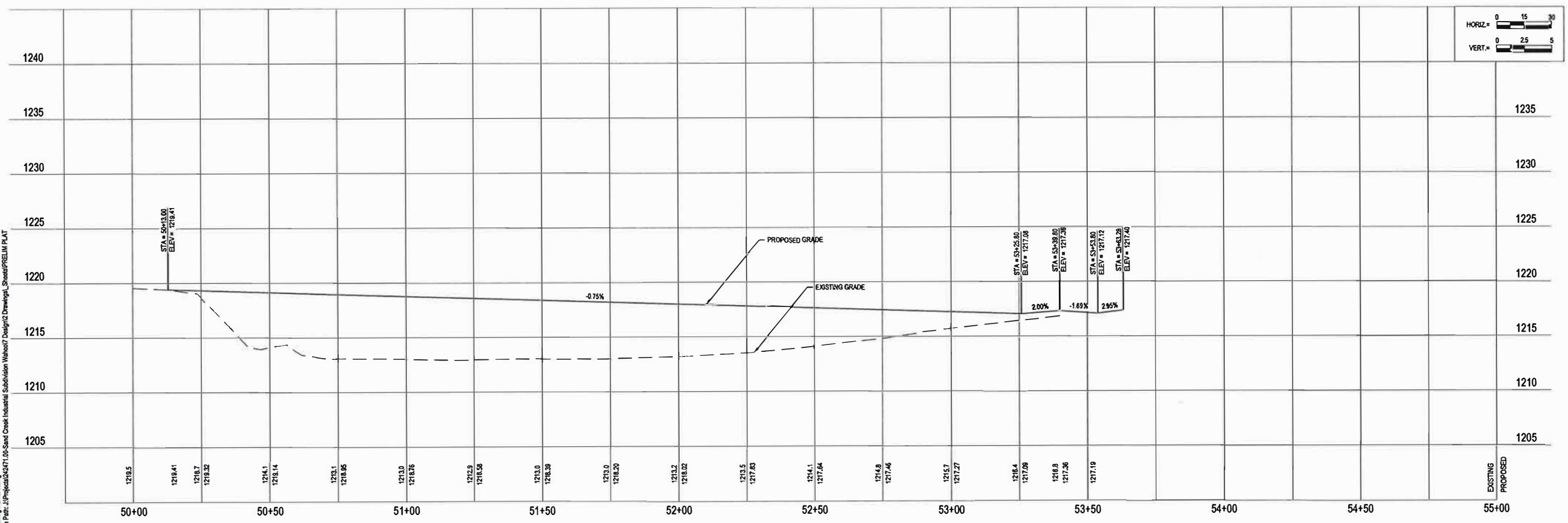
US SURVEY FEET (sFT)

STREET PLAN AND PROFILE

Drawing Name: 7.dwg
 File Path: J:\Projects\242471_00-Sand Creek Industrial Subdivision\Wood07 Design\Drawings\Sheet\PRELIM PLAT



'C' STREET PLAN AND PROFILE



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09.22.2025
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[09.22.2025]
Isaac Kreikenmeyer - Civil Engineer
E-20028

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WAHOO, NE 68066

JEO PROJECT NO.: [242471.00]
DRAWN BY: [BEG]
QAQC: [IK]



Know what's below.
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**STREET PLAN
AND PROFILE**

7.01.01 Design Requirements for parking lots

1. Areas used for standing and maneuvering of vehicles shall be composed of a suitable surface material either asphalt or concrete. A waiver for the use of other materials may be approved by the Planning Commission and the City Council.; ~~to be reviewed and approved by the Planning Commission and City Council.~~
2. Said surfacing shall be maintained adequately for all weather use and drained in a manner to avoid the flow of water across sidewalks.
3. The structural load capacity of the surfacing should be analyzed and designed accordingly. In some instances, thicker or reinforced sections may be desirable.
4. Artificial lighting, when provided, shall be deflected so the light does not create a shine or glare in any residential district or adjacent residential use.
5. Access aisles shall be a sufficient width for all vehicles to turn and maneuver.
6. Except for dwelling units, parking spaces shall be located and served by a driveway that will not require any backing movements or other maneuvering within a street right-of-way other than an alley.
7. Drainage of all parking lots shall be designed to develop proper site drainage. Proper site drainage is required to dispose of all storm water that is accumulated on the site.
8. The completion schedule for constructing the parking lot shall be provided to the City as part of the application. The schedule must be reviewed and agreed to by the City prior to construction. Said schedule shall be reasonable for all parties and the completion time shall be followed by the applicant. Variations to the schedule may be granted only in the case of inclement weather delays.
9. All parking lots within the Transportation Corridor Overlay District are to be surfaced with asphalt and/or concrete and have curbed edging.

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

Applicant's Name David + Renee Meyer
Applicant's Address 7155 Lakota Lane, Fort Calhoun, NE 68023
Phone Number(s): 402-981-4546 - 402-639-5222
Address or location of property to be rezoned 1685 County Road M, Wahoo, NE
Township 15 N, Range 7 E of the 6th Principal Meridian, Saunders County, NE
Legal description of property to be rezoned Part of the NW 1/4 of the NW 1/4 of Section 34,

Area of property (Sq Ft or Acres) 4.33 Acres
Current use of property Residential
Proposed use of property Residential with 2-3 Animals & 10 chickens
Present zoning R-3 Residential Requested zoning Large Lot Residential
Current zoning and use of adjoining properties:
North: N/A - HWY 77 South: R3 - Residential
East: TA - Transitional Ag West: R3 - Residential
Designated use of property on Future Land Use Map and Wahoo Comprehensive plan: _____

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: 10-9-25 Signed: [Signature]
Owner or authorized agent
Address: 7155 Lakota Lane
Fort Calhoun, NE 68023
Phone: 402-981-4546

FEE: \$ 250.00 Receipt # 30842
Publication fees will be billed to applicant Pa 10/10/25

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

Zoning Administrator

JUSTIFICATION:

Questions 1 through 10 must be answered completely. Use additional sheets if needed.

1. Explain how this request is compatible with the future land use elements of the Wahoo, Nebraska Comprehensive Plan.

This is an acreage with an old house. This land has a great view of the lake & is a perfect spot to build a new house but nobody wants an acreage without being

2. What type of development does the Wahoo, Nebraska comprehensive Plan recommend for this general area?

By the zoning apparently town homes or apartments able to have any roads.

3. Can soil conditions support the kinds of development in the proposed zoning district? What is the soil classification of the area?

yes, ?

4. Is the proposed zoning district in the floodplain hazard area as delineated under the federal flood insurance program?

No

5. Provide reasons to support the need for the proposed zoning in this area.

Tax \$\$\$ for City/County - old farmhouse vs. new high value house

6. How would the proposed district conform with adjacent zoning districts?

Same as the rest of the lake district.

7. What is the general character of the area? Describe

Acreage w/ pasture & trees with lake views

8. What type of sewer and water system will be used?

well & septic

9. Does the change affect any proposed public projects?

No

10. How will the proposed zoning district affect traffic in the area?

Not at all.

WAHOO PLANNING COMMISSION

Meeting Minutes

November 5, 2025

The Wahoo Planning Commission met in regular session and in accordance with the agenda posted at City Hall, the Post Office, and First Bank of Nebraska with each board member being notified of the agenda prior to the meeting. The meeting was called to order at 7:00 p.m. by Chair Glen Wilcox and opened with the Pledge of Allegiance. The Chair advised the public of the posted information regarding the Nebraska Open Meetings Act and Title VI. The following Commission members were present, answering the roll call: Gabel, Miyoshi, Pearson, Pfligler, Wilcox. Absent and not voting: Brooks, Fick, and Iversen.

A public hearing regarding an application for conditional use permit for a pole sign was opened at 7:01pm. Stan Daniels, North River Auto, spoke to the application. The sign would be located on the west side of the intersection of Ponderosa Street and the expressway.

A motion was made by Pfligler, seconded by Pearson to close the public hearing at 7:03pm. Roll call vote: Brooks: absent and not voting, Fick: absent and not voting, Gabel: yes, Iversen: absent and not voting, Miyoshi: yes, Pearson: yes, Pfligler: yes, Wilcox: yes. Motion carried.

A motion was made by Pearson, seconded by Pfligler, to recommend approval of the application for the conditional use permit. Roll call vote: Brooks: absent and not voting, Fick: absent and not voting, Gabel: yes, Iversen: absent and not voting, Miyoshi: yes, Pearson: yes, Pfligler: yes, Wilcox: yes. Motion carried.

A public hearing regarding an application for a conditional use permit for an electronic message board was opened at 7:07pm. Jason Pinkelman, Otte oil and Propane, spoke to the application stating that the intention is to change the branding from a BP to an Amoco sign and change the message board attached to an electronic version that would be added to the existing structure. Beavers stated that if it was only a face change then this would have been able to be approved administratively. The addition of the message board makes it require a conditional use permit and that electronic message boards of any kind require a Conditional Use Permit.

A motion was made by Pfligler, seconded by Wilcox, to close the public hearing at 7:09pm. Roll call vote: Brooks: absent and not voting, Fick: absent and not voting, Gabel: yes, Iversen: absent and not voting, Miyoshi: yes, Pearson: yes, Pfligler: yes, Wilcox: yes. Motion carried.

Pfligler stated that the pole signs are not permitted in this zoning area but that this particular one is grandfathered in so the original structure could not be taken down and replaced. A motion was made by Pearson, seconded by Pfligler, to recommend approval for the conditional use permit for an electronic message sign with the understanding that the sign is permitted to be updated not replaced. Roll call vote: Motion carried. Brooks: absent and not voting, Fick: absent and not voting, Gabel: yes, Iversen: absent and not voting, Miyoshi: yes, Pearson: yes, Pfligler: yes, Wilcox: yes. Motion carried.

A public hearing regarding an application for a Change of Zoning at 1685 County Road M from R3 - High Density Residential to LLR - Large Lot Residential submitted by David and Renee

Meyer was opened at 7:20pm. Curtis Hohn spoke to the application. He is the neighbor to this property and his application for rezone was discussed at the September 4 Planning Commission meeting. Renee Meyer, 1685 County Road M, asked to table any action as the property has a potential buyer and they may not want the zoning changed. Pfligler spoke to the issue with the application including spot zoning and the future land use map. Wilcox stated that he felt that there would be a hardship to justify this request being taken to the Board of Adjustments for a variance. Gable disagreed that there is a true hardship and spoke to the future development.

A motion was made by Pfligler, seconded by Miyoshi, to close the public hearing at 7:28pm. Roll call vote: Brooks: absent and not voting, Fick: absent and not voting, Gabel: yes, Iversen: absent and not voting, Miyoshi: yes, Pearson: yes, Pfligler: yes, Wilcox: yes. Motion carried.

A motion was made by Wilcox, seconded by Miyoshi, to table action on the application to the next meeting. Roll call vote: Brooks: absent and not voting, Fick: absent and not voting, Gabel: yes, Iversen: absent and not voting, Miyoshi: yes, Pearson: yes, Pfligler: yes, Wilcox: yes. Motion carried.

A motion was made by Pearson, seconded by Gabel, to recommend approval of the parking plan for North River Auto. Roll call vote: Brooks: absent and not voting, Fick: absent and not voting, Gabel: yes, Iversen: absent and not voting, Miyoshi: yes, Pearson: yes, Pfligler: yes, Wilcox: yes. Motion carried.

Mike Sullivan, Lincolnshire Investments, was present to answer question regarding the parking plan for Market Suites. He stated that the parking spaces adjacent to First Bank of Nebraska could be angled.

A motion was made by Pearson, seconded by Gabel, to recommend approval of the parking plan for Market Suites. Roll call vote: Brooks: absent and not voting, Fick: absent and not voting, Gabel: yes, Iversen: absent and not voting, Miyoshi: yes, Pearson: yes, Pfligler: yes, Wilcox: yes. Motion carried.

General discussion was held regarding parking in the downtown area of Wahoo.

Discussion was had regarding the date of the January 2026 meeting. It was decided that that meeting will be held on January 8, 2026.

A motion was made by Pearson, seconded by Pfligler, to approve the minutes from the October 2, 2026, meeting. Roll call vote: Brooks: absent and not voting, Fick: absent and not voting, Gabel: yes, Iversen: absent and not voting, Miyoshi: yes, Pearson: yes, Pfligler: yes, Wilcox: yes. Motion carried.

Meeting adjourned at 8:47pm

Approved:

Christina Fasel
City Clerk
City of Wahoo