

WAHOO CITY COUNCIL AGENDA
Monday, December 15, 2025 - 4:30 PM
Council Chambers, 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}}

Announcement of location of Open Meetings Act

Call to Order and Roll Call

Airport Engineer Report and associated actions

1. Items related to Project # 3-31-0085-18 - 2026 Combination Hangar Project
 - 1.A. Approval of Pay App #7 to Kirkham Michael in the amount of \$14,493.05 for the 2026 Combination Hangar Project

Action Items

1. Acceptance of Grant Agreement from the NE Department of Aeronautics Commission for taxiway improvements and authorization for Chairman to sign applicable documents.
2. Agreement between Wahoo Airport and Kirkham Michael for engineering of the taxiway improvements, to be funded with the State Aid Grant funding from the NE Department of Aeronautics Commission
3. Approval of the 2026 retainer agreement with Bromm, Lindahl, Freeman-Caddy, and Lausterer.
4. Approval for call for bids for Hay ground for 2026
5. Change of February meeting from Feb 16, 2026 to Feb 17, 2026 due to Presidents' Day

Chairperson's Report and associated actions

Maintenance Contractor Report and associated actions

Ex-Officio Report and associated actions

1. Review of fuel sales, hangar rentals and rents recieved.
2. Claims submitted for payment and acceptance of prior month bank reconciliation
3. Minutes

Adjournment

Next meeting date: Janurary 20, 2026

**RETAINER AGREEMENT
CITY OF WAHOO, NEBRASKA
WAHOO BOARD OF PUBLIC WORKS
AIRPORT AUTHORITY OF THE CITY OF WAHOO, NEBRASKA**

Jovan W. Lausterer and Maureen Freeman-Caddy, Attorneys at Law, hereinafter referred to as Attorneys, will provide legal services to the Mayor and Council of the City of Wahoo, Nebraska, the Wahoo Board of Public Works, and the Airport Authority of the City of Wahoo, Nebraska, upon the following terms and conditions.

1. **Annual/Monthly Retainer.** \$12,600.00, payable monthly at the rate of \$1050.00 per month, commencing December, 2025. No separate statement from Attorneys shall be required.

2. **Term.** The term of this Agreement shall commence as of the first regular meeting of the Mayor and Council, the Wahoo Board of Public Works, and the Airport Authority of the City of Wahoo, Nebraska, in December of 2025, and terminate at the first regular meeting of each body in December of 2026. At that time, this Retainer Agreement will be reviewed by both Attorneys and each of the aforementioned entities.

3. **Scope of Services Under Retainer.**

- A. Attorneys are retained to provide advice and representation for all legal matters brought to Attorney's attention by the City and for which City expressly requests legal services. The City understands and agrees that Attorney's representation does not include active monitoring of the City's actions or inactions and City agrees that Attorney's representation is limited to those matters for which the City actively consults with Attorney about;
- B. Issuance of audit letter per auditors' request reference the City of Wahoo, Nebraska and/or Wahoo Board of Public Works, and/or the Airport Authority of the City of Wahoo, Nebraska;
- C. Review all legal documents as to form only. For clarification, drafting of legal documents as well as edits will incur an additional hourly charge;
- D. Payment of ordinary postage, photocopying and long distance related costs associated with this Section;
- E. Representation of City at all regular meetings of the Mayor and Council; and
- F. Issuance of notices pertaining to, and administration of, traffic related citations.

4. **Representation.** Attorneys will represent no clients having an interest adverse to the interest of the City of Wahoo, Nebraska, and/or the Airport Authority of the City of Wahoo, Nebraska. Both the City Administrator and the Mayor shall have the authority to waive any conflicts on the part of the City should they elect to do so.

5. **Services Not Included With Retainer.** All matters not covered under Section 3.

6. **Legal Fees, Costs and Other Charges for Services Not Included Within Retainer.** Attorneys would propose that any costs which exceed the aforementioned retainer shall be approved by the Mayor or by the City Administrator for the City of Wahoo. Such costs would include the following:

- A. \$215.00 per hour for Attorneys performing legal services, except for all matters described under the subparagraphs hereof;
- B. \$90.00 per hour for law clerks, paralegals and legal assistants of said Attorneys;
- C. Government relations (lobbying) services will be negotiated and agreed to separately should such services be desired; and
- D. Actual costs incurred by Attorneys including but not limited to fees fixed by law or assessed by public agencies, long distance telephone calls, and postage, except for long distance telephone calls and postage for services included within Scope of Services, parking and other travel expenses, mileage, if travel is by personal auto outside of the city limits, to be at rate established from time to time by Internal Revenue Service, photocopying, and other reproduction costs. Costs and charges will be at cost to Attorneys.

7. **Consultants, Investigators and Experts.** To aid in the preparation or presentation of legal matters for the Mayor and Council and/or the Wahoo Board of Public Works, and/or the Airport Authority of the City of Wahoo, Nebraska, Attorneys may hire consultants, investigators or experts. Said persons will not be hired without prior approval of the Mayor, City Administrator, the Chair of the Wahoo Board of Public Works, or the Chair of the Airport Authority of the City of Wahoo, Nebraska, as applicable, and the agreement of the respective entity to pay their fees and charges. The Attorneys will select and hire said consultants, investigators and experts.

8. **Billing Statements.** Attorneys will send City monthly statements for fees and costs incurred pursuant to Sections 6 and 7 of this Agreement. Said statements will be promptly paid by the City pursuant to its normal claim handling policy.

9. **Discharge and Withdrawal.** The Council of the City of Wahoo, the Wahoo Board of Public Works, and/or the Airport Authority of the City of Wahoo, may discharge Attorneys at any time. Attorneys may withdraw with the consent of the Mayor, Council, the

Wahoo Board of Public Works, or the Airport Authority of the City of Wahoo, or for good cause. Good cause includes either the City of Wahoo's, the Wahoo Board of Public Works', and/or the Airport Authority of the City of Wahoo's breach of this Agreement, their refusal to cooperate with Attorneys, or to follow Attorneys' advice on a material matter or any fact or circumstance that would render Attorneys' continuing representation unlawful or unethical. When services conclude, all unpaid charges will immediately become due and payable. After services conclude and upon payment in full of all outstanding fees and costs, Attorneys will, upon request, deliver all original documents in Attorneys' file to the City of Wahoo, along with any funds or property of the City of Wahoo in Attorneys' possession.

10. **Disclaimer of Guarantee.** Nothing in this Agreement and nothing in Attorneys' statements to the Mayor and Council will be construed as a promise or guarantee about the outcome of any matter. Attorneys make no promises or guarantees. Attorneys' comments about the outcome of any matter are expressions of opinion only.

11. **Construction.** This Agreement shall be construed under the laws of the State of Nebraska.

12. **Record Retention.** We will retain your client file for ten (10) years or such longer period as required by statute. At your request, we will return your files to you or any other person designated by you. If you have not requested that we return your files, we may destroy or otherwise dispose of your files.

DATED this 24th day of November, 2025.

FOR THE FIRM:



By:

Jovan W. Lausterer, Partner
551 North Linden
Wahoo, NE 68066
Phone (402) 443-3225
Facsimile (402) 443-4005
jlaus@wahoolaw.com
Attorney at Law

THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA, hereby state that they have read and understand the foregoing terms and conditions, agree to them, and by proper motion duly seconded and adopted, authorizes the Mayor of the City of Wahoo to sign this Agreement on behalf of the City of Wahoo, Nebraska.

DATED this ____ day of _____, 2025.

CITY OF WAHOO, NEBRASKA

By: _____
Its Mayor

THE WAHOO BOARD OF PUBLIC WORKS, WAHOO, NEBRASKA, hereby state that they have read and understand the foregoing terms and conditions, agree to them, and by proper motion duly seconded and adopted, authorizes the Chair of the Wahoo Board of Public Works to sign this Agreement on behalf of the Wahoo Board of Public Works.

DATED this ____ day of _____, 2025.

WAHOO BOARD OF PUBLIC WORKS,
WAHOO, NEBRASKA

By: _____
Its Chair

THE AIRPORT AUTHORITY OF THE CITY OF WAHOO, NEBRASKA, hereby state that they have read and understand the foregoing terms and conditions, agree to them, and by proper motion duly seconded and adopted, authorizes the Chair of the Airport Authority of the City of Wahoo, Nebraska to sign this Agreement on behalf of the Airport Authority of the City of Wahoo, Nebraska.

DATED this ____ day of _____, 2025.

AIRPORT AUTHORITY OF THE CITY OF
WAHOO, NEBRASKA

By: _____
Its Chair

The Wahoo Airport Authority, in accordance with agenda posted at City Hall, Post Office and First Bank of Nebraska, met in regular session. Chairperson Brian Homes called the meeting to order at 4:30 PM. Homes indicated the Open Meetings Law was located in the room for the public's use. The following board members answered roll call: Homes: Present, Lawver: Present, Schmit: Present, Virgl: Present, Landry: Present. Also in attendance were Paul Taylor, airport maintenance and Eric Johnson, Engineer.

Eric Johnson from Kirkham-Michael reported that the temporary tie down locations had been marked for the Wahoo Utilities to place the anchors needed. He also reported on the design of the in hangar project suggesting that we utilize flat lights instead of goosenecks for the outside lighting of the hangars.

A motion was made by Lawver, seconded by Landry approve to approve the installation of a pin pad system for gate access onto the airport. Call to vote Yay: 5, No: 0. Motion carried.

A motion was made by Virgl, seconded by Homes to approve the write off of the wasted fuel from the jet pump repairs in the amount of \$367.65. Call to vote Yay: 5, No: 0. Motion carried.

The board reviewed the report on the grounds that Chris Vasa had hayed. In his report he noted areas that were weedy or where ground was uneven. Paul Taylor was directed to work with Chris Vasa to address those areas of issue. The bidding for the rights to hay the area was discussed. There is one year before bidding of this hay ground could align with the bidding process of other City grounds. The board agreed that sending this to bid in November or December for a one year term would be the best option. Staff will bring the bidding to the Board for approval at a future meeting.

City Clerk Fasel noted that there were four hangars that were currently available for rent. Some of the individuals that are at the top of the waiting list have noted that they do not currently have an aircraft as they were waiting for a hangar before purchasing one. Fasel asked for additional direction from the board regarding hangar fees for hangars that would sit empty. The Board agreed that a storage rate fee would be appropriate for hangars that did not have aircraft and that that would only be allowed for six months per the recent amendments to the lease agreement.

Landry motioned, Schmit seconded to approve the following claims submitted for payment:

1104	Amazon Capital Services	\$45.89
1105	Midwest Petroleum	\$2,777.88
8997	Auto Alley	\$509.87
8998	Bomgaars	\$426.14
8999	City of Wahoo	\$112.39
9000	Column	\$35.87
9001	DH Pace	\$1,660.88
9002	Hinton, Jacob	\$720.00
9003	Jackson Services	\$105.21
9004	Kirkham Michael	\$14,493.05
9005	Papa Tango	\$4,060.00
9006	Revolving Fund	\$142.26
9007	Mike Lawver	\$30.00

9008	Richmond, George	\$720.00
9009	Schnatz, Andrew	\$720.00
9010	Simons Home Store	\$3.49
9011	Svoboda, Jon	\$720.00
9012	Taylor, Paul	\$41.83
9013	Treadway, Matthew	\$480.00
9014	Twibell, David	\$720.00
9015	Ty's Outdoor Power	\$16,356.40
9016	Waste Connections	\$42.80
9017	Amazon	\$201.91
9018	DH Pace	\$1,410.00
10202501	Marsh & McLennan	\$32,694.10
10202502	NDOT	\$1,025.00
10202503	Wahoo Utilities	\$480.68
10202504	Windstream	\$361.31
10202501	World Fuel	\$32,964.10
10202502	World Fuel	\$30.00
		\$99,102.96

Call to vote Yay: 4, No: 0, Lawver: Abstain. Motion carried.

Lawver motioned, Landry seconded to approve the minutes of the September Airport Authority meeting as presented. Call to vote Yay: 5, No: 0 Motion carried.

The meeting was adjourned at 5:18pm.

Christina Fasel, City Clerk