

WAHOO CITY COUNCIL AGENDA
Tuesday, February 24, 2026 - 7:00 PM
Wahoo Public Library, 637 N Maple St, Wahoo, NE 68066

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

Individuals requiring physical or sensory accommodations, individual interpreter service, Braille, large print or recorded material, please contact the ADA Coordinator at City Hall, 637 N Maple St, Wahoo, Nebraska, 68066, telephone 402-443-3222 as far in advance as possible, but no later than 48 hours before the scheduled event.

{{Name: Agenda Item Name}}

Pledge of Allegiance

Announcement of the Open Meetings Act

Call to order and roll call

Proclamation

Audience comments on items not listed on the agenda

Department head reports

Consent Agenda

1. Acceptance of excused absence of Mayor or Council member(s)
2. Approval of the February 10, 2026 minutes of the City Council
3. Approval of claims

Public hearing and associated action items

Action items not requiring a public hearing

1. Authorize Mayor and Clerk to sign the necessary documents to meet the special conditions required, prior to receiving the grant agreement from NDED for CDBG #25-PP-12 (Downtown Revitalization Grant)
2. Consideration of approval of local borrowing for the purchase of a street trucks (approved at the Feb 10, 2026 City Council meeting)

3. Acceptance of the City of Wahoo audited financial statement for FY 2023-24
4. Approval of an audit waiver for Wahoo Public Building and Grounds Association for FY ending 12/31/2025
5. Approval of a Keno agreement
6. Approval of a Joint Pole Use Agreement with Windstream

Mayor's comments on items not listed on the agenda

Council Comments on items not listed on the agenda

Adjourn

Upcoming planned meeting dates and agenda deadlines

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

Building Inspector Beavers and Chief Baudler gave annual reports on their departments.

City Council Member Krejci motioned, and City Council Member Rappl seconded to approve the consent agenda which included: approval of the January 27, 2026, minutes of the City Council, approval of Patrick Bring as a part-time paramedic and approval of the following claims:

BEN – Benefits \$14,700.27,

BLD - Creighton Power & Communication \$5,411.50, Heartland Office Cleaning \$1,040.00, Jackson Services \$229.87, Koranda Snow Removal \$600.00, Menards \$638.89, Richard Lawver \$75.00, Simons \$531.49,

COM – Bizco \$19.46, Caselle \$1,362.33, Reditech \$4,634.78,

EQU - Breunig \$783.75, Frontier \$173.54, Hometown Leasing \$83.00, Hotsy \$6,945.00, Hydronic Energy \$11,170.21,

LIB – Center Point \$11.67, Midwest Tape \$499.96,

MED – BoundTree \$547.73, One Billing Solutions \$4,196.15,

MEM – ASFPM \$180.00, PCAN \$120.00,

MISC - First Interstate Bank \$1,600.00, Wahoo Area Econ Dev \$7,500.00, Wahoo Parks and Rec \$50,000.00,

PAY – Payroll \$104,490.52,

POS – Revolving Fund \$176.23,

PRO - Cline Williams \$6,420.00, Gilmore Bell \$1,375.00, JEO \$8,037.50,

PUB – American Legal Publishing \$2,803.34,

STR – Central Salt \$6,060.65, One Call Concepts \$7.96,

UNI – Rivalry \$61.00,

UTL - AT&T Mobility \$246.94, Butler Public Power \$36.95, US Cellular \$38.70, Verizon \$610.59, Wahoo Utilities \$8,585.64, Waste Connections \$313.13, Windstream \$150.69,

VEH - Cuda Auto \$75.00, Elite Vehicle Outfitters \$2,088.64, O'Reilly \$256.17, Ozzy's \$237.03,

Pomp's Tire \$3,271.73, Saunders Co Tire \$55.00, Sid Dillon \$378.33, Wahoo Auto Parts \$80.05.

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

A public hearing regarding the approval of the final plat for Dry Run Commons Phase I was opened at 7:19 pm. There were no comments from the public. City Council Member Warford motioned, and City

Council Member Ideus seconded to close the hearing at 7:20pm. Roll call vote Warford, yes; Ideus, yes; Krejci, yes; Nagle, yes; Rappl, yes; Sweet, yes. Motion carried.

City Council Member Warford motioned, and City Council Member Ideus seconded to approve the final plat for Dry Run Commons Phase I. Roll call vote Warford, yes; Ideus, yes; Krejci, yes; Nagle, yes; Rappl, yes; Sweet, yes. Motion carried.

A public hearing regarding the application for rezone for Dry Run Commons Phase I was opened at 7:21pm. There were no comments from the public. City Council Member Warford motioned, and City Council Member Sweet seconded close the public hearing at 7:22pm. Roll call vote Warford, yes; Sweet, yes; Krejci, yes; Ideus, yes; Rappl, yes; Nagle, yes. Motion carried.

Ordinance No.2495 was introduced by Council Member Warford entitled: AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WAHOO, NEBRASKA, BY CHANGING THE PRESENT ZONING OF THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, DRY RUN SUBDIVISION AS PLATTED IN THE CITY OF WAHOO; THENCE N88°16'57"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID DRY RUN SUBDIVISION AND THE SOUTH LINE OF LOT 3R, REPLAT OF LOT 2, DRY RUN SUBDIVISION, A DISTANCE OF 911.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3R; THENCE S00°23'37"E ON THE CENTERLINE OF VACATED WILLOW STREET, A DISTANCE OF 26.64 FEET; THENCE S09°35'37"E CONTINUING ON SAID CENTERLINE, A DISTANCE OF 5.48 FEET; THENCE S80°24'17"W, PERPENDICULAR TO SAID CENTERLINE, A DISTANCE OF 29.97 FEET TO THE EASTERLY LINE OF A TRACT OF LAND DESCRIBED IN DEED BOOK 143, PAGE 105; THENCE S01°17'32"W ON SAID EASTERLY LINE, A DISTANCE OF 358.40 FEET; THENCE S88°18'18"W, A DISTANCE OF 431.21 FEET; THENCE NORTHERLY ON A 530.00 FOOT RADIUS CURVE THE LEFT, AN ARC DISTANCE OF 51.15 FEET, THE CHORD OF SAID CURVE BEARS N16°51'57"W, A DISTANCE OF 51.13 FEET; THENCE S70°22'10"W, A DISTANCE OF 60.00 FEET; THENCE S88°16'57"W, A DISTANCE OF 361.24 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 77 AS DESCRIBED IN GENERAL BOOK 267, PAGE 696; THENCE N01°43'03"W ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 363.00 FEET TO THE POINT OF BEGINNING, CONTAINING 7.60 ACRES, MORE OR LESS.

FROM TA – TRANSATIONAL AGRACULTURE TO C2 - HIGHWAY COMMERCIAL DISTRICT.

Council Member Warford motioned and Council Member Sweet seconded that the statutory rules in regard to the passage and adoption of ordinances be suspended so that the said ordinance might be introduced, read by title, and then motioned for final passage at the same meeting. The Mayor put the question and instructed the Clerk to call for the roll for the vote thereon. Roll call vote: Roll call vote Warford, yes; Sweet, yes; Krejci, yes; Ideus, yes; Rappl, yes; Nagle, yes. The motion having been carried by the affirmative votes of no less than three-fourths of the members of the Council, the Mayor declared the statutory rules in regard to the passage and approval of ordinance be suspended so that Ordinance No. 2495 may be read by title and motioned for final passage in the same meeting.

Council Member Warford motioned and Council Member Sweet seconded that Ordinance No.2495 be approved and passed and its title agreed to. The Mayor instructed the Clerk to call the roll for the vote. Roll call vote: Roll call vote Warford, yes; Sweet, yes; Krejci, yes; Ideus, yes; Rappl, yes; Nagle, yes. Motion carried.

City Council Member Warford motioned, and City Council Member Sweet seconded waive the required three readings and approve Ordinance No 2495 to rezone Dry Run Commons Phase I from TA to C2.

City Council Member Krejci motioned, and City Council Member Ideus seconded to approve a waiver of separate submittals for a replat of lots 51 & 52 – North Highlands Subdivision. Roll call vote Krejci, yes; Ideus, yes; Sweet, yes; Warford, yes; Rappl, yes; Nagle, yes. Motion carried.

City Council Member Warford motioned, and City Council Member Krejci seconded to approve an interlocal agreement with Saunders County for Wellhead protection. Roll call vote Warford, yes; Krejci, yes; Ideus, yes; Sweet, yes; Rappl, yes; Nagle, yes. Motion carried.

City Council Member Warford motioned, and City Council Member Krejci seconded to approve the third and final reading of Ordinance No 2493 – The annexation of Dry Run Commons Phase I. Roll call vote Warford, yes; Krejci, yes; Ideus, yes; Sweet, yes; Rappl, yes; Nagle, yes. Motion carried.

City Administrator Harrell spoke to the BUILD grant application, detailing the need for a 20% match to make our grant application competitive. JEO committed funds to help the city to reach the suggested grant match funds.

City Council Member Krejci motioned, and City Council Member Rappl seconded approve Resolution No 2026-05 - a designation of grant match funds for the BUILD grant application for the 15th and Expressway/Dry Run and 10th Street improvements. Roll call vote Krejci, yes; Rappl, yes; Nagle, yes; Sweet, yes; Warford, yes; Ideus, yes. Motion carried.

City Council Member Sweet motioned, and City Council Member Krejci seconded approve the purchase of snow removal equipment. Roll call vote Sweet, yes; Krejci, yes; Ideus, yes; Warford, yes; Rappl, yes; Nagle, yes. Motion carried.

The meeting was adjourned at 8:08 pm

Approved:

Christina Fasel, City Clerk

Gerald D. Johnson, Mayor

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
GENERAL FUND						
101-01-550.315 GAS & DIESEL - REIMBURSEABLE						
101-01-550.315 GAS & DIESEL - REIMBURSEABLE	Breunig Supply Co.	1298 gal gas less tax	2104	02/12/2026	3,383.89	.00
101-01-550.315 GAS & DIESEL - REIMBURSEABLE	Breunig Supply Co.	764 gal diesel	2104	02/12/2026	2,307.28	.00
Total 101-01-550.315 GAS & DIESEL - REIMBURSEABLE:					5,691.17	.00
101-01-550.330 PRINTING & PUBLICATION						
101-01-550.330 PRINTING & PUBLICATION	Wahoo Newspaper	Casey's Liquor License Renewal	3767CEE7-023	01/21/2024	16.42	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Dry Run Commons rezone - PH - CC	3767CEE7-022	12/23/2025	15.17	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Dry Run Commons Phase I rezone - PH - CC	3767CEE7-022	12/23/2025	15.80	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 1-13-26	3767CEE7-022	01/21/2026	91.69	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Chips Liquor License renewal	3767CEE7-022	01/21/2026	16.42	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Super C Liquor License Renewal	3767CEE7-022	01/21/2026	16.42	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Family Fare Liquor License Renewal	3767CEE7-022	01/21/2026	16.42	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Vet's Club Liquor License Renewal	3767CEE7-022	01/21/2026	17.05	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	NP Mart Liquor License	3767CEE7-022	01/21/2026	16.42	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Acapulco Liquor License Renewal	3767CEE7-022	01/21/2026	16.42	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Otte's Amoco Liquor License Renewal	3767CEE7-023	02/24/2026	15.80	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Wahoo Distillery Liquor License Renewal	3767CEE7-023	01/21/2026	16.42	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Final plat Dry Run Commons Phase I	3767CEE7-023	01/21/2026	13.91	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Pizza Hut Liquor License Renewal	3767CEE7-023	01/21/2026	16.42	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	FOE Liquor License Renewal	3767CEE7-023	01/21/2026	17.05	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Final plat Robert's 2nd	3767CEE7-023	01/22/2026	13.91	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 1-27-26	3767CEE7-023	01/30/2026	70.99	.00
Total 101-01-550.330 PRINTING & PUBLICATION:					402.73	.00
101-01-550.410 EDUCATION & TRAINING EXPENSE						
101-01-550.410 EDUCATION & TRAINING EXPENSE	NPZA	2026 NPZA Conference registration - Fasel	26-0044	02/17/2026	235.00	.00
101-01-550.410 EDUCATION & TRAINING EXPENSE	Wonderful Life Project	training	22	02/19/2026	146.90	.00
101-01-550.410 EDUCATION & TRAINING EXPENSE	Wonderful Life Project	training	23	02/19/2026	83.33	.00
Total 101-01-550.410 EDUCATION & TRAINING EXPENSE:					465.23	.00
101-01-554.630 BUILDING MAINTENANCE						
101-01-554.630 BUILDING MAINTENANCE	Mead Signs	address signage and Wahoo Logo	3246	02/14/2026	52.50	.00
Total 101-01-554.630 BUILDING MAINTENANCE:					52.50	.00
101-01-923.050 CONSULTANTS - ACCOUNTANTS						
101-01-923.050 CONSULTANTS - ACCOUNTANTS	BMG, Cert. Pub. Acct., LLP	Progress billing on 2024-25 audit	69796	12/31/2025	15,000.00	.00
101-01-923.050 CONSULTANTS - ACCOUNTANTS	BMG, Cert. Pub. Acct., LLP	Final bill 2024-25 audit	69920	01/31/2026	5,000.00	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 101-01-923.050 CONSULTANTS - ACCOUNTANTS:					20,000.00	.00
Total GENERAL FUND:					26,611.63	.00
POLICE FUND						
102-01-550.310 MATERIALS & SUPPLIES						
102-01-550.310 MATERIALS & SUPPLIES	Bomgaars	light bulb	27382399	01/31/2026	13.99	.00
Total 102-01-550.310 MATERIALS & SUPPLIES:					13.99	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Charter Communications	Acct # 260862801 Police Department Internet 2/1/26 -2/28/26	260862801020	02/01/2026	170.00	.00
Total 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					170.00	.00
102-01-554.640 CAR/TRUCK MAINTENANCE						
102-01-554.640 CAR/TRUCK MAINTENANCE	Ryan's Repair	oil change	14566	02/05/2026	68.75	.00
Total 102-01-554.640 CAR/TRUCK MAINTENANCE:					68.75	.00
Total POLICE FUND:					252.74	.00
STREET FUND						
103-01-546.110 SALARIES & WAGES						
103-01-546.110 SALARIES & WAGES	Wahoo Utilities	GIS wage reimbursement	13026-GIS	01/30/2026	363.31	.00
103-01-546.110 SALARIES & WAGES	Wahoo Utilities	GIS wage reimbursement	21326-GIS	02/13/2026	389.65	.00
Total 103-01-546.110 SALARIES & WAGES:					752.96	.00
103-01-546.215 EMPLOYEE BENEFITS						
103-01-546.215 EMPLOYEE BENEFITS	Wahoo Utilities	GIS benefits reimbursement	13026-GIS	01/30/2026	27.79	.00
103-01-546.215 EMPLOYEE BENEFITS	Wahoo Utilities	GIS benefits reimbursement	21326-GIS	02/13/2026	38.14	.00
Total 103-01-546.215 EMPLOYEE BENEFITS:					65.93	.00
103-01-550.310 MATERIALS & SUPPLIES						
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	Saw blade and tape mesure	27382151	01/30/2026	60.75	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	saw blades	27382222	01/30/2026	50.00	.00
Total 103-01-550.310 MATERIALS & SUPPLIES:					110.75	.00
103-01-554.650 EQUIPMENT MAINTENANCE						
103-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	cutoff bolts	27379611	01/21/2026	5.70	.00
Total 103-01-554.650 EQUIPMENT MAINTENANCE:					5.70	.00
Total STREET FUND:					935.34	.00
CEMETERY FUND						
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Omaha Public Power Distri	Cemetery electrical service charge	FEB26	02/11/2026	89.07	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					89.07	.00
Total CEMETERY FUND:					89.07	.00
FIRE FUND						
106-01-550.000 RENTS-LAND/BLDG./EQUIP.						
106-01-550.000 RENTS-LAND/BLDG./EQUIP.	Hometown Leasing	copier lease - March 2026	31926	02/01/2026	41.50	.00
Total 106-01-550.000 RENTS-LAND/BLDG./EQUIP.:					41.50	.00
Total FIRE FUND:					41.50	.00
LIBRARY FUND						
108-01-550.310 MATERIALS & SUPPLIES						
108-01-550.310 MATERIALS & SUPPLIES	Amazon Capital Services	cork board sheets	14D7-XNJK-1T	02/06/2026	15.99	.00
108-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	glue and batteries	A330844	02/17/2026	26.98	.00
Total 108-01-550.310 MATERIALS & SUPPLIES:					42.97	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Charter Communications	Acct # 116378301 Library Internet	116378301020	02/01/2026	124.98	.00
Total 108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					124.98	.00
108-01-550.560 BOOKS						
108-01-550.560 BOOKS	Amazon Capital Services	books	14D7-XNJK-1T	02/06/2026	101.77	.00
108-01-550.560 BOOKS	Amazon Capital Services	books	1XG4-D1FX-F1	02/01/2026	85.23	.00
108-01-550.560 BOOKS	Cengage Learning Inc.	Books	999102337446	02/10/2026	168.68	.00
108-01-550.560 BOOKS	Center Point Publishing	Book	2228895	02/04/2026	29.96	.00
108-01-550.560 BOOKS	Paraclete Press	Books	768809	01/14/2026	10.19	.00
Total 108-01-550.560 BOOKS:					395.83	.00
108-01-554.620 LAND MAINTENANCE						
108-01-554.620 LAND MAINTENANCE	Eddie Lawn Service LLC	2026 lawn care for library	5619	01/26/2026	500.00	.00
Total 108-01-554.620 LAND MAINTENANCE:					500.00	.00
108-01-554.630 BUILDING MAINTENANCE						
108-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Library Mats	5746610	02/10/2026	27.86	.00
Total 108-01-554.630 BUILDING MAINTENANCE:					27.86	.00
Total LIBRARY FUND:					1,091.64	.00
KENO LOTTERY FUND						
113-01-940.720 OTHER EQUIPMENT						
113-01-940.720 OTHER EQUIPMENT	Cardio Partners	purchase of AED's 1 City Hall, 1 Library, 4 Parks approved 1/27/26 by City Council	600247845	02/10/2026	8,017.96	.00
Total 113-01-940.720 OTHER EQUIPMENT:					8,017.96	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total KENO LOTTERY FUND:					8,017.96	.00
1/2 CENT SALES TAX - CAP IMPR						
119-01-940.740 STRUCTURES, BLDG & IMPROV.						
119-01-940.740 STRUCTURES, BLDG & IMPROV.	Prairie Mechanical Corpora	hot water pump installation	94766	02/11/2026	10,719.00	.00
Total 119-01-940.740 STRUCTURES, BLDG & IMPROV.:					10,719.00	.00
Total 1/2 CENT SALES TAX - CAP IMPR:					10,719.00	.00
EMS						
121-01-550.000 RENTS-LAND/BLDG./EQUIP.						
121-01-550.000 RENTS-LAND/BLDG./EQUIP.	Hometown Leasing	copier lease - March 2026	31926	02/01/2026	41.50	.00
Total 121-01-550.000 RENTS-LAND/BLDG./EQUIP.:					41.50	.00
Total EMS:					41.50	.00
Grand Totals:					47,800.38	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

FINDING OF EXEMPT ACTIVITY [24 CFR 58.34(a)]

GRANTEE: **City of Wahoo**

GRANT #25PP012

DIRECTIONS: Certain CDBG, HOME, and NAHTF funded activities, which do not have a physical impact, require a grantee, as defined at 24 CFR Part 58.2, to determine whether the proposed activity is Exempt from the National Environmental Policy Act of 1969 (NEPA), as amended, and not subject to the environmentally-related statutory authorities listed at 24 CFR Parts 58.5.

This form provides a grantee with a format to make this determination. A description of the activity (or project) should be attached to this form and the documentation maintained in the Environmental Review Record (24 CFR Part 58.38). Note that the 24 CFR 58.6 requirements will also need to be completed. Consult HUD's environmental regulation (24 CFR Part 58) as necessary.

Check a single box that best describes or fits the proposed activity. Submit the completed form to your Responsible Entity Certifying Officer for review.

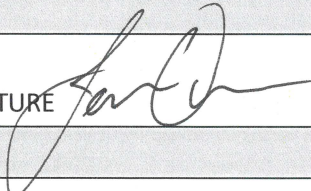
- Environmental and other studies, resource identification and the development of plans and strategies [58.34(a)(1)].
- Information and financial services [58.34(a)(2)].
- Administrative and management activities [58.34(a)(3)].
- Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs [58.34(a)(4)].
- Inspections and testing of properties for hazards or defects [58.34(a)(5)].
- Purchase of insurance [58.34(a)(6)].
- Purchase of tools [58.34(a)(7)].
- Engineering or design costs [58.34(a)(8)].
- Technical assistance and training [58.34(a)(9)].
- Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration [58.34(a)(10)].
- Payment of principal or interest on loans made or obligations guaranteed by HUD [58.34(a)(11)].
- Any of the categorical exclusions listed in §58.35(a) provided there are no circumstances which require compliance with any other Federal laws and authorities cited in §58.5 [58.34(a)(12)].

PROJECT DESCRIPTION: Provide a description of all project activities including those activities funded by sources other than CDBG, HOME, or NAHTF: (Attach additional pages as necessary.)

The City will be completing a Downtown Revitalization Plan to identify strategies for economic development and the elimination of substandard and blighted conditions. See the full project description (attached) for additional information.

In accordance with the provisions of 24 CFR 58.34(a), the grantee has determined that the subject CDBG, HOME, or NAHTF-assisted activity (or program) explained above is Exempt from the National Environmental Policy Act of 1969 (NEPA), as amended.

DETERMINATION BY (PREPARER)

PRINT NAME <i>James Owens</i>	SIGNATURE 	DATE <i>1/8/26</i>
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RESPONSIBLE ENTITY CERTIFYING OFFICER

PRINT NAME	SIGNATURE	DATE
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24 CFR §58.6 – OTHER REQUIREMENTS

Use this worksheet for projects that are EXEMPT, CATEGORICALLY EXCLUDED SUBJECT TO (CEST), and CATEGORICALLY EXCLUDED NOT SUBJECT TO (CENST) Related Federal Statutes and Authorities.

This 58.6 Form is a component of the Environmental Review Record (ERR) [§58.38]. Supplement the ERR, as appropriate, with photographs, site plans, maps, narrative and other information that describe the project.

1. AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES NOTIFICATION [24 CFR Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport Runway Clear Zone or a Military Airfield Clear Zone?

No. Cite or attach Source Documentation: **This project does not involve the sale or acquisition of any property.** [Project complies with 24 CFR 51.303(a)(3).]

Yes. Notice must be provided to the buyer. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in the ERR.

2. COASTAL BARRIERS RESOURCES ACT [Coastal Barrier Improvement Act of 1990 (16 USC 3501)]

Is the project located in a coastal barrier resource area?

No. Cite or attach Source Documentation: **No CBRA's in Nebraska according to <http://www.fema.gov/nfip/cobra.shtm>** [Proceed with project.]

Yes. Federal assistance may not be used in such an area.

3. FLOOD DISASTER PROTECTION ACT [Flood Disaster Protection Act of 1973, as amended (42 USC 4001-4128)]

Does the project involve acquisition, construction, or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area (SFHA)?

No. Cite or attach Source Documentation: **This project does not involve the acquisition, construction, or rehabilitation of any structures.** [Proceed with project.]

Yes. Cite or attach Source Documentation: _____

Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

Yes. Flood insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to the maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

No. Federal assistance may not be used in the Special Flood Hazard Area.

James Owens
Preparer Name

[Signature]
Preparer Signature

1/8/26
Date

RE Certifying Officer Name

RE Certifying Officer Signature

Date



AUTHORIZATION TO REQUEST FUNDS

This document certifies that the individuals listed below are authorized to request program funds from the Nebraska Department of Economic Development and that the signatures appearing below are the true signatures of the aforementioned individuals.

PROGRAM SELECT EACH PROGRAM FOR WHICH ENTITY HAS FUNDING.	PROJECT/GRANT NUMBER(S) LIST ALL PROJECT/GRANT NUMBER(S) BELOW.
<input checked="" type="checkbox"/> Community Development Block Grant	25PP012
<input type="checkbox"/> HOME Investment Partnerships Program
<input type="checkbox"/> HOME-ARP
<input type="checkbox"/> Middle Income Workforce Housing Fund
<input type="checkbox"/> National Housing Trust Fund
<input type="checkbox"/> Nebraska Affordable Housing Trust Fund
<input type="checkbox"/> Pandemic Relief Housing
<input type="checkbox"/> Rural Community Recovery Program
<input type="checkbox"/> Rural Workforce Housing Fund

THIS FORM MUST APPEAR ON OFFICIAL LETTERHEAD OR BE NOTARIZED ON THE NEXT PAGE. ALL SIGNATURES MUST BE WRITTEN IN **BLUE** INK.

SIGNATURE OF AUTHORIZED INDIVIDUAL 1

SIGNATURE OF AUTHORIZED INDIVIDUAL 2

PRINTED NAME

PRINTED NAME

TITLE

TITLE

EMAIL

EMAIL

DATE

DATE

INSTRUCTIONS TO COMPLETE AUTHORIZATION TO REQUEST FUNDS

General Instructions

- The Authorization to Request Funds form identifies two individuals who are authorized to request program funding on behalf of the awarded entity.
- The Authorization to Request Funds form on page one of this document must be completed prior to receiving funds related to any awarded program. Completion of this form is required for each new award.
- If the form appears on official letterhead, Acknowledgement by a Notary Public on page two is not required.
- If official letterhead is not used, Acknowledgement by a Notary Public on page two of this document must be submitted with the Authorization to Request Funds form on page one.
- The Authorization to Request Funds form will remain on file with the Department of Economic Development and will be valid for the duration of the award term or until an updated form is submitted. In the event of a change to the Authorized Individuals, the awarded entity must submit a new form. Do not delete previous versions of the Authorization to Request Funds form from the grant management system.

Instructions to complete Authorization to Request Funds form

- At the top of page, check the box corresponding to each program for which the entity has current funding. In the column to the right of the program name, provide the project number(s) or grant number(s) for each program, as applicable. Refer to the program contract or agreement to locate this information.
- Two (2) Authorized Individuals must sign this form in **blue** ink and provide their title and contact information.
- Authorized Individual 1 may be: Mayor, Board Chair, Owner, or General Partner, as applicable.
- Authorized Individual 2 may be: Clerk, Executive Director, Owner, or General Partner, as applicable.
- Authorized Individuals may not be third-party administrators.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT

City of Wahoo

25PP012

CDBG Subrecipient

CDBG Number

605 North Broadway

Address

Wahoo

NE 68066

City

State Zip Code

Melissa Harrell

402-443-3222

Contact Person

Telephone

FINANCIAL MANAGEMENT CERTIFICATION

Check "Yes" or "No" in the column to the left to indicate if your financial management system complies with these statements:

1. Does the financial management system provide for:

YES NO

- (a) proper recording and accounting for all CDBG receipts?
(b) control over and accountability for all funds, property, and other assets?
(c) records that identify the source and use of funds?
(d) the expenditure of CDBG funds within five days of the receipt of funds?
(e) the application of program income to the CDBG fund?
(f) the disbursing of program income prior to making additional drawdowns?
(g) accounting records that are supported by source documents?
(h) a comparison of actual expenditures with amounts budgeted for activities within the grant?
(i) audits to be conducted in accordance with 2 CFR Part 200, Subpart F?
(j) audits of non-profit subrecipients to be conducted in accordance with 2 CFR Part 200, Subpart F?

2. Are the individuals who are responsible for the financial management of the CDBG:

YES NO

- a) familiar with 2 CFR Part 200, Subpart E Treasury Circular 1075 (31 CFR Part 205)?
(b) aware that failure to comply these regulations will result in audit findings and the repayment of ineligible costs to the Department of Economic Development?

I certify that the above responses are an accurate indication of the status of the financial management system which will be used for the Community Development Block Grant Funds.

SIGNATURE OF MAYOR/CHAIRPERSON

Gerald D. Johnson

TYPED NAME

01/13/2026

DATE



CDBG INTERNAL CONTROL AND FINANCIAL MANAGEMENT FORM - NEW PROJECT

This form should be completed as part of the Special Conditions process, prior to any funds being drawn for the grant. Please answer the following questions to the best of your knowledge; should the internal control or financial management processes change throughout the course of the grant, please reach out to SENDD to have this form updated.

1. Internal Controls

- a) Identify the procedures and processes that will be used to review and approve invoices or billings for payment:

- b) Identify all individuals who will be responsible for processing payments. Include full name and title:

2. Financial Management

a) Will funds from the State of Nebraska be wired electronically ACH to the local government’s designated account? If yes, please complete the attached W-9 & ACH Enrollment Form.

Yes No

b) Will accounts used to hold CDBG funds be interest-bearing? Please note that funds deposited into an interest-bearing account must be transferred immediately (1-3 business days) to a non-interest-bearing account in order to be in accordance with CDBG regulations.

Yes No

c) Advancement or Reimbursement: which of the following procedures does the Local Unit of Government plan to follow regarding paying invoices?

The Local Unit of Government has enough funds on hand and plans to pay all invoices immediately, prior to requesting funds from DED (reimbursement).

The Local Unit of Government plans to request funds from DED prior to paying invoices (advancement). Only Public Works and Public Planning projects are eligible for advancement.

Please note that advanced funds (funds received from DED prior to paying invoices) must be disbursed to the vendor and cleared of the Local Unit of Government’s account within 5 business days of receipt in order to be in accordance with CDBG regulations.

d) Will financial records be reconciled?

Yes No

i. Who will perform the reconciliation? Include full name and title:

ii. How often will the reconciliation occur?

e) Does the Local Unit of Government track expenses on an accrual-basis or cash-basis?

Accrual-basis: the Local Unit of Government accounts for revenue and expenses when they are earned/accrued.

Cash-basis: the Local Unit of Governments accounts for revenue and expenses when they are received/expended.

f) Prior to implementing the project, does the Local Unit of Government have Program Income on hand?

Yes No

i. If the answer is yes, please provide a copy of the Re-use Plan and Program Guidelines from the project generating Program Income.

ii. Will the Program Income be invested/applied to this project? _____

g) Will this specific grant generate Program Income?

Yes No

i. If yes, how will Program Income be generated? _____

3. Acknowledgment of Compliance with Federal Internal Control Standards

I, as the Chief Elected Official of _____ (the recipient or subrecipient of Federal funds), acknowledge compliance with the following Federal Internal Control Standards, as established in 2 CFR 200.303 (eff. October 1, 2024):

The recipient and subrecipient must:

- (a) Establish, document, and maintain effective internal control over the Federal award that provides reasonable assurance that the recipient or subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should align with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control-Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award.
- (c) Evaluate and monitor the recipient's or subrecipient's compliance with statutes, regulations, and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified.
- (e) Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

Signed:

Chief Elected Official Signature

Chief Elected Official Printed Name, Title

Date



EXCESSIVE FORCE CERTIFICATION

On this 24th day of February, 2026, the Mayor, Gerald D. Johnson, of the City of Wahoo does hereby certify to the Nebraska Department of Economic Development that the City of Wahoo has adopted a policy and is enforcing:

- (i) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- (ii) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights.

(Chief Elected Official Signature)



CITY OF WAHOO, NEBRASKA PROCUREMENT PROCEDURES AND CODE OF CONDUCT

Procurement Procedures

The City of Wahoo, NE shall, in all cases of procurement for
(City/County/Village of Name of Local Government Unit)

professional services, construction services and materials needed for Community Development Block Grant (CDBG) programs, adhere to Code of Federal Regulation (2 CFR 200.320) and applicable State of Nebraska statutes. In all cases, the stricter requirement shall apply. The City/Village/County is **responsible for understanding and complying with all applicable federal and state requirements** as set forth in the original source documents. The following procedures *summarize* said laws and regulations.

- A. Procurement shall be made by one of the following methods:
- 1) **Micro Purchase Procedures** [2 CFR 200.320(a)(1)] – This method will generally be used to obtain very small quantities of supplies. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the *micro-purchase threshold* as defined in see 2 CFR 200.1, as may be amended from time to time. To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
 - 2) **Simplified Acquisition (Small Purchase) Procedures** [2 CFR 200.320(a)(2)] – This method will generally be used to obtain small quantities of supplies. Procurement by small purchase is the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the *simplified acquisition threshold* as defined in 2 CFR 200.1. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
 - 3) **Sealed Bids** [2 CFR 200.320(b)(1)] - This method will generally be used to obtain contractors for construction projects and for large quantities of goods or materials. Procurement by sealed bids is a procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
 - 4) **Proposals** [2 CFR 200.320(b)(2)] - This method will generally be used to obtain professional services. Procurement by proposal is a procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not

appropriate for the use of sealed bids. This method has two sub-parts—the Request for Proposal and the Request for Qualifications.

4a. Request for Proposals – Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered.

4b. Request for Qualifications - The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering professional services whereby offerors' qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of architectural/engineering professional services. It cannot be used to purchase other types of services though architectural/engineering firms that are a potential source to perform the proposed effort.

5) **Non-Competitive Procurement** [2 CFR 200.320(c)] – This method will only be used after approval from the Department of Economic Development. When requesting permission to use this method, the non-Federal entity will have to show that another method of procurement was not feasible because: the item or service is available only from a single source; a public exigency or emergency will not permit a delay resulting from competitive solicitation; or after solicitation of a number of sources, competition is determined to be inadequate.

- B. Cost and Price Analysis: The Non-Federal entity must perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals [**2 CFR 200.324(a)**]. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used [**2 CFR 200.324(d)**].
- C. Records Retention: The Non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of contract type; contractor selection or rejection; and the basis for the cost or price [**2 CFR 200.318(i)**].
- D. Contract Provisions: Contract provisions or conditions shall be included in all procurement contracts and subcontracts. See Appendix II to 2 CFR Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

Code of Conduct

Pursuant to **2 CFR Part 200** and **24 CFR Part 570** _____ City of Wahoo, NE shall,
(City/County/Village of Name of Local Government Unit)

govern the performance of elected or appointed officials, employees, agents, and members of any board or commission engaged in the selection, award and administration of contracts supported by federal funds under the Community Development Block Grant (CDBG) program.

- I. The provisions and requirements of the *Conflicts of Interest, at subpart (d)* of the **Nebraska Political Accountability and Disclosure Act**, Sections 49-1493 through 49-14,104 of the Nebraska Revised Statutes, are hereby incorporated in this Code of Conduct by reference. The provisions and requirements of **2 CFR 200.112** are likewise incorporated by reference. The requirements of these Nebraska state statutes and federal regulations shall be strictly followed. In the event of any inconsistency or conflict between applicable state and federal requirements, the more stringent provision shall govern.
- II. No employee, officer, agent or board member of the municipality may participate in the selection, or in the award or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent; any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract [**2 CFR 200.318(c)(1)**].
- III. The officers, employees, agents or board members may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts [**2 CFR 200.318(c)(1)**].
- IV. Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.

Adopted by _____ City Council _____ on February 24, 2026
(City Council, Village Board, etc.) (Date)

Chief Elected Official Signature

Gerald D. Johnson, Mayor

Chief Elected Official Printed Name, Title



February 24, 2026

Angie Taylor, CDBG Program Manager
Department of Economic Development
245 Fallbrook Blvd, Suite 002
Lincoln, Nebraska 68521

**Re: City of Wahoo, NE
CDBG Award #25PP012**

Dear Program Manager Taylor:

I certify that the City of Wahoo is a member of the Southeast Nebraska Development District (SENDDD) and has contracted with them to be the grant administrator for the CDBG Grant #25PP012 project. Initially, James Owens, Community Development Specialist, will be the SENDDD CDBG Certified Administrator assigned to this project, and will also serve as the recipient grant manager. Mr. Owens's certification is valid until December 31, 2026.

Any changes that are made in grant administrators will be reflected in the Subrecipient Information form within Euna. Please contact myself, or Mr. Owens, should you have any questions regarding this matter.

Sincerely,

Gerald D. Johnson
Mayor



Serving Our Communities... Investing in You.

Est. 1882

February 19, 2026

To: City of Wahoo
Melissa Harrell City Administrator

FirstBank of Nebraska is pleased to provide a proposal for financing two snow plow trucks.

Obligor/Borrower: The City of Wahoo, Nebraska
Purpose/loan amount: Up to \$400,000
Interest Rate: 3.44% Fixed to maturity
Maturity: 4 years. Final payment 10-15-2029
Total Interest Amount: Interest paid current annually, plus \$100,000 principal as requested.
Lenders's Preferred Repayment: Annual payments as requested starting October 15, 2026
Fees and expenses: \$250.00
Prepayment: no prepayment penalty
Length of Offer: Offer expires if not accepted by 3-31-2026
Special Conditions:

- 1) Validation/Verification of Tax Exempt Status on an annual basis

Point of Contact: Adam Thompson

Upon approval of this proposal, we can provide loan documents prior to closing for your review.

By accepting delivery of this term sheet, the recipient hereby agrees that it will not disclose to any person any of the terms of this document prior to the submission deadline date. However, recipient may disclose any of the forgoing to the Mayor of Wahoo, City Attorney or decision making committee, prior to a public meeting, as long as all parties are aware of the confidentiality of this document.

Thank you for this opportunity. We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads 'Doug Magill'.

Doug Magill
CEO

www.FirstBankNE.com

Wahoo Branch | P: 402.443.4117 | F: 402.443.5093
201 E. 5th Street, P.O. Box 68, Wahoo, NE 68066

Sterling Branch | P: 402.866.4191 | F: 402.866.4521
140 Broadway Street, P.O. Box 369, Sterling, NE 68443

Syracuse Branch | P: 402.269.2145 | F: 402.269.3171
320 5th Street, P.O. Box 340, Syracuse, NE 68446

Burchard Branch | P: 402.865.5325 | F: 402.865.5405
110 Pawnee, P.O. Box 157, Burchard, NE 68323



**City of Wahoo,
Nebraska**

**Independent Auditor's Report and
Financial Statements
September 30, 2025**

City of Wahoo, Nebraska

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September 30, 2025

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INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and the City Council
City of Wahoo, Nebraska
Wahoo, Nebraska

Adverse, Qualified, and Unmodified Opinions

We have audited the accompanying cash basis financial statements of the governmental activities, each major fund (except as described below), the aggregate remaining fund information, and the custodial fund of the City of Wahoo, Nebraska, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City of Wahoo, Nebraska's basic financial statements as listed in the table of contents.

Summary of Opinions

Table with 2 columns: Opinion Unit and Type of Opinion. Rows include Governmental Activities (Qualified), Business-Type Activities (Adverse), Major Funds (General, Street, Debt Service, 1/2 Cent Sales Tax, Capital Projects, Fire and EMS, Chestnut Street Project, New 1/2 Cent Sales Tax, Municipal Utilities - Adverse), Custodial Fund (Unmodified), and Aggregate Remaining Fund Information (Adverse).

Adverse Opinions on Business-Type Activities and on the Municipal Utilities Fund

In our opinion, because of the significance of the matter described in the Basis for Adverse, Qualified, and Unmodified Opinions section of our report, the financial statements referred to above do not present fairly the financial position of the Municipal Utilities Fund and the Business Type Activities of the City of Wahoo, Nebraska, as of September 30, 2025, or the changes in financial position for the year then ended in accordance with the cash basis of accounting.

Adverse Opinion on the Aggregate Remaining Fund Information

In our opinion, because of the significance of the matter discussed in the Basis for Adverse, Qualified, and Unmodified Opinions section of our report, the financial statements referred to above do not present fairly, the financial position of the aggregate remaining fund information of the City of Wahoo, Nebraska as of September 30, 2025 or the changes in financial position for the year then ended in accordance with the cash basis of accounting.

Qualified Opinion on the Governmental Activities

In our opinion, except for the matters described in the Basis for Adverse, Qualified, and Unmodified Opinions section of our report, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental-type activities of the City of Wahoo, Nebraska, as of September 30, 2025, and the respective changes in financial position thereof for the year then ended in accordance with the cash basis of accounting.

Unmodified Opinions on the General Fund, Street Fund, Debt Service Fund, ½ Cent Sales Tax Fund, Capital Projects Fund, Fire and EMS Fund, Chestnut Street Project, New ½ Cent Sales Tax Fund and Custodial Fund

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the General Fund, Street Fund, Debt Service Fund, ½ Cent Sales Tax Fund, Capital Projects Fund, Fire and EMS Fund, Chestnut Street Project, New ½ Cent Sales Tax Fund, and Custodial Fund of the City of Wahoo, Nebraska, as of September 30, 2025, and the respective changes in financial position, thereof for the year then ended in accordance with the cash basis of accounting.

Basis for Adverse, Qualified, and Unmodified Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Wahoo, Nebraska and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our adverse, qualified, and unmodified audit opinions.

Matter Giving Rise to Adverse Opinions on Business-Type Activities and on the Municipal Utilities Fund

Management has not included the Municipal Utilities Fund in the City of Wahoo, Nebraska's financial statements. The cash basis of accounting requires the Municipal Utilities Fund to be presented as a major enterprise fund and financial information about the Municipal Utilities Fund to be part of the business-type activities, thus reflecting that activity's assets, liabilities, revenues and expenses and changes in its net position. The amount by which this departure would affect the assets, liabilities, net position, revenues and expenses of the business-type activities and the omitted major fund has not been determined.

Matter Giving Rise to Adverse Opinion on the Aggregate Remaining Fund Information and Qualified Opinion on Governmental Activities

The financial statements referred to above do not include the financial data for the Wahoo Public Buildings and Grounds Association, which represents a blended component unit of the City of Wahoo, Nebraska. The cash basis of accounting requires the financial data for the component unit to be reported with the financial data of the City of Wahoo, Nebraska's primary government unless the City of Wahoo, Nebraska also issues financial statements for the financial reporting entity that include the financial data for its component unit. The City of Wahoo, Nebraska has not issued such reporting entity financial statements. The cash basis of accounting also requires that the financial data for the Wahoo Public Buildings and Grounds Association be part of the governmental activities, thus increasing that activity's assets, revenues, expenditures and changes in its net

position. The amount by which this departure would affect the assets, net position, revenues and expenditures of the governmental activities and the aggregate remaining fund information has not been determined.

Emphasis of Matter – Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting described in Note 1 and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Wahoo, Nebraska's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Wahoo, Nebraska's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information

Management is responsible for the other information as listed in the table of contents. Our opinions on the basic financial statements do not cover the other information and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 13, 2026 on our consideration of the City of Wahoo, Nebraska's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Wahoo, Nebraska's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Wahoo, Nebraska's internal control over financial reporting and compliance.

BMG Certified Public Accountants, LLP

A handwritten signature in black ink, consisting of the letters 'BMG' in a stylized, cursive font.

Lincoln, Nebraska
January 13, 2026

City of Wahoo, Nebraska
Statement of Net Position and Governmental Funds Balance Sheet - Cash Basis
September 30, 2025

	General	Street	Debt Service	1/2 cent Sales Tax	Capital Projects	Fire and EMS	Chestnut Street Project	New 1/2 Cent Sales Tax	Other Governmental Funds	Total Governmental Funds
ASSETS										
Cash and Cash Equivalents	\$ 558,897	\$ 1,754,771	\$ 740,315	\$ -	\$ (969,723)	\$ 706,818	\$ 51,868	\$ -	\$ 358,581	\$ 3,201,527
Restricted Cash	-	-	-	-	-	-	947,552	374,575	-	1,322,127
Cash at County Treasurer	49,713	14,447	25,381	-	-	9,739	-	-	-	99,280
TOTAL ASSETS	\$ 608,610	\$ 1,769,218	\$ 765,696	\$ -	\$ (969,723)	\$ 716,557	\$ 999,420	\$ 374,575	\$ 358,581	\$ 4,622,934
FUND BALANCES & NET POSITION										
Nonspendable / Restricted	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted / Restricted	278,983	-	-	-	-	29,915	947,552	374,575	197,711	1,828,736
Committed / Unrestricted	-	-	-	-	-	-	-	-	101,615	101,615
Assigned / Unrestricted	329,627	1,769,218	765,696	-	-	686,642	51,868	-	59,255	3,662,306
Unassigned / Unrestricted	-	-	-	-	(969,723)	-	-	-	-	(969,723)
TOTAL NET POSITION & FUND BALANCES	\$ 608,610	\$ 1,769,218	\$ 765,696	\$ -	\$ (969,723)	\$ 716,557	\$ 999,420	\$ 374,575	\$ 358,581	\$ 4,622,934

City of Wahoo, Nebraska
Statement of Activities and Governmental Funds Revenues, Expenditures, and Changes
In Fund Balances and Net Position - Cash Basis
For the Year Ended September 30, 2025

	General	Street	Debt Service	1/2 cent Sales Tax	Capital Projects	Fire and EMS	Chestnut Street Project	New 1/2 Cent Sales Tax	Other Governmental Funds	Total Governmental Funds
REVENUES										
Property Taxes	\$ 1,256,281	\$ 375,458	\$ 540,289	\$ -	\$ -	\$ 298,728	\$ -	\$ -	\$ -	\$ 2,470,756
Sales Taxes	875,011	204,646	88	-	-	-	491,670	423,454	-	1,994,869
Motor Vehicle and Other Taxes	114,178	28,812	-	-	-	-	-	-	-	142,990
Permits and Fees	101,334	-	-	-	-	-	-	-	600	101,934
Special Assessments	-	-	185,169	-	103,539	-	-	-	-	288,708
Intergovernmental	440,108	74,860	16,013	-	-	99,301	-	-	69,654	699,936
State Highway Allocation	-	683,688	-	-	-	-	-	-	-	683,688
Charges & Reimbursements for Services	855,526	19,520	-	-	-	313,017	-	-	-	1,188,063
Interest	59,633	2,000	29,279	-	-	12,763	27,889	-	162	131,726
Sale of Lots	11,800	-	-	-	-	-	-	-	-	11,800
Insurance Proceeds	-	7,839	-	-	-	142,466	-	-	-	150,305
Donations	328,769	-	-	-	-	438,462	-	10,000	-	777,231
Keno Receipts	-	-	-	-	-	-	-	-	33,757	33,757
Grants	11,101	500	-	-	-	26,010	-	-	576,591	614,202
Miscellaneous	135,190	22,410	-	-	-	4,360	-	-	24,744	186,704
TOTAL REVENUES	4,188,931	1,419,733	770,838	-	103,539	1,335,107	519,559	433,454	705,508	9,476,669
EXPENDITURES										
Current:										
General Government	933,395	-	61,732	-	-	-	-	-	30,345	1,025,472
Public Safety	850,441	-	-	-	-	631,323	-	-	-	1,481,764
Highways and Streets	-	819,984	-	-	-	-	-	-	-	819,984
Culture and Recreational	2,107,582	-	-	584	-	-	-	145,666	-	2,253,832
Economic Development	-	-	-	-	-	-	-	-	120,352	120,352
Capital Outlay	428,026	252,641	8,076	6,527	528,905	638,079	21,381	330,874	-	2,214,509
Debt Service:										
Tax Increment Finance Payments	-	-	259,468	-	-	-	-	-	-	259,468
Interest	-	-	107,729	-	83,083	-	44,061	1,138	-	236,011
Principal	-	-	385,000	-	-	-	305,000	60,988	-	750,988
TOTAL EXPENDITURES	4,319,444	1,072,625	822,005	7,111	611,988	1,269,402	370,442	538,666	150,697	9,162,380
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(130,513)	347,108	(51,167)	(7,111)	(508,449)	65,705	149,117	(105,212)	554,811	314,289
OTHER FINANCING SOURCES (USES)										
Repayments of Loans From Other Governments	-	-	-	-	-	-	-	-	-	-
Operating Transfers In	1,510,938	70,000	-	-	-	90,000	-	-	38,631	1,709,569
Operating Transfers Out	(1,709,569)	-	-	-	-	-	-	-	-	(1,709,569)
TOTAL OTHER FINANCING SOURCES (USES)	(198,631)	70,000	-	-	-	90,000	-	-	38,631	-
CHANGE IN NET POSITION/ EXCESS OF RECEIPTS OVER (UNDER) EXPENDITURES	(329,144)	417,108	(51,167)	(7,111)	(508,449)	155,705	149,117	(105,212)	593,442	314,289
NET POSITION/FUND BALANCES, BEGINNING OF YEAR	937,754	1,352,110	816,863	7,111	(461,274)	560,852	850,303	479,787	(234,861)	4,308,645
NET POSITION/FUND BALANCES, END OF YEAR	\$ 608,610	\$ 1,769,218	\$ 765,696	\$ -	\$ (969,723)	\$ 716,557	\$ 999,420	\$ 374,575	\$ 358,581	\$ 4,622,934

City of Wahoo, Nebraska
Statement of Fiduciary Assets and Liabilities - Cash Basis
September 30, 2025

	Custodial Fund
<u>ASSETS</u>	
Cash and Cash Equivalents	\$ 143,913
TOTAL ASSETS	143,913
<u>LIABILITIES</u>	
Due to Interlocal Agency	\$ -
TOTAL LIABILITIES	-
<u>FUND BALANCES & NET POSITION</u>	
Restricted / Restricted	143,913
TOTAL NET POSITION & FUND BALANCES	\$ 143,913

STATEMENT OF CHANGES IN FIDUCIARY ASSETS AND LIABILITIES - CASH BASIS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

<u>REVENUES</u>	
Member Contributions	\$ 245,524
Interest Income	7,471
TOTAL REVENUES	252,995
<u>EXPENDITURES</u>	
Public Safety	478,032
Capital Outlay	3,888
TOTAL EXPENDITURES	481,920
CHANGE IN NET POSITION/ EXCESS OF RECEIPTS OVER (UNDER) EXPENDITURES	(228,925)
NET POSITION/FUND BALANCE, BEGINNING OF YEAR	372,838
NET POSITION/FUND BALANCE, END OF YEAR	\$ 143,913

City of Wahoo, Nebraska
Notes to the Financial Statements
September 30, 2025

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General Matters: The City of Wahoo, Nebraska (the City), was incorporated September 1, 1874, and operates under a Mayor-Council form of government with an elected part-time chief executive, the Mayor, and an elected legislative body, the Council, composed of six members. All Council members are elected by voting wards. City government is administered under the direction of the Mayor through administrative departments. Services are provided to residents in many areas, including public safety (police-fire-ambulance), highways and streets, health, planning and zoning, parks, recreation, urban development, and general administrative services.

This summary of significant accounting policies of the City is presented to assist in understanding the City's financial statements. The financial statements and notes are representations of the City's management, which is responsible for their integrity and objectivity.

Basis of Accounting: These financial statements are presented on the cash basis of accounting, which differs from accounting principles generally accepted in the United States of America (GAAP). This basis of accounting involves the measurement of cash and cash equivalents and changes in cash and cash equivalents resulting from cash receipts and disbursement transactions.

As a result of the use of the cash basis of accounting, certain assets and their related revenues, and certain liabilities and their related expenses are not recorded in these financial statements.

If the City utilized the basis of accounting recognized as generally accepted, the fund financial statements would use the modified accrual basis of accounting, while the government-wide financial statements would be presented on the accrual basis of accounting.

Reporting Entity: In evaluating how to define the City's legal entity for financial reporting purposes, management has considered all potential component units. Component units are organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The City has determined that Wahoo Public Building and Grounds Association is a legally separate component unit of the City and is required to be included in the financial statements of the legal entity in order to conform with the cash basis of accounting. Management has elected not to include this component unit in these financial statements. The Wahoo Public Buildings and Grounds Association has a fiscal year ended December 31.

Management has also elected to exclude the City of Wahoo Municipal Utilities which is a business-type activity and major fund of the City. The City of Wahoo Municipal Utilities has a fiscal year ended December 31.

Separate financial statements for the Wahoo Public Building and Grounds Association and the City of Wahoo Municipal Utilities can be obtained from:

City of Wahoo
605 N. Broadway
Wahoo, NE 68066

The custodial fund noted in the financial statements is a fiduciary fund which is used to report assets held in a trustee or agency capacity for III Corps, an interlocal drug task force, and therefore, are not available to support City programs. The fund is held for the benefit of III Corps and cannot be used to address activities or obligations of the City. Therefore, the fund is not incorporated into the government-wide financial statements.

While the financial statements omit the legally separate component unit of the City and the business-type activities as noted above, they do include all remaining funds, organizations, institutions, agencies, departments and offices that comprise the City's legal entity. As such, the statements do present the activities of the governmental funds of the primary government of the City in conformity with the cash basis of accounting.

Basis of Presentation: A combined government-wide and fund basis financial statement has been presented. The government-wide financial statements include the financial activities of the overall government, whereas the fund financial statements provide information about specific funds, with the emphasis on major governmental funds. The

City of Wahoo, Nebraska
Notes to the Financial Statements
September 30, 2025

City has elected to present a combined government-wide and fund basis financial statement because the cash basis of accounting results in no difference between the two presentations. The City reports the following governmental funds and fiduciary funds:

Major Funds: The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Street Fund* is used to account for that portion of the State highway allocation, motor vehicle registration fees, and sales taxes generated from the sale of motor vehicles designated for maintenance of streets within the City.

The *Debt Service Fund* is used to account for the accumulation of financial resources for the payment of principal, interest and related costs on general long-term debt paid primarily from taxes levied by the City.

The *½ Cent Sales Tax Fund* is used to account for sales tax receipts and bond principal and interest payments issued for the construction of the City's Aquatic Center.

The *Capital Projects Fund* is used to account for capital acquisition or construction.

The *Fire and EMS Fund* is used to account for receipts and payments associated with fire department and emergency medical services activities.

The *Chestnut Street Project Fund* is classified as a debt service fund and the primary purpose is the collection of sales tax receipts and payment of bonds taken on behalf of the capital construction project on Chestnut Street.

The *New ½ Cent Sales Tax Fund* is used to account for sales tax receipts and payments for parks and recreation projects.

Nonmajor Funds: The Other Governmental Funds of the City accounts for all other activities of the City whose use is restricted to a particular purpose.

The fiduciary fund of the City is the *Custodial Fund* which accounts for assets held by the City as the agent for III Corps. Balances held in this fund are restricted for drug task force activities.

Interfund Transfers: Permanent reallocation of resources between funds of the reporting entity are classified as interfund transfers.

Property Taxes: The following is a summary of the tax payment dates for the City's property tax levies:

1. Real estate and personal property taxes

Lien date	January 1, 2024
Levy date	October 15, 2024
Tax bills mailed	December 1, 2024
Due date	December 31, 2024
First installment payment delinquent	May 1, 2025
Second installment payment delinquent	September 1, 2025

2. Property taxes are billed and collected by the County Treasurer of Saunders County, Nebraska.

The 2024-2025 tax levy was .469832.

The total assessed valuation for 2024-2025 was \$446,479,459.

Insurance: The City is a member of the League Association of Risk Management (LARM), which is an interlocal agency that pools together Nebraska municipalities for the ability to jointly self-insure or jointly purchase insurance coverage. The City utilizes LARM for property, general liability, and workers' compensation claims.

City of Wahoo, Nebraska
Notes to the Financial Statements
September 30, 2025

Fund Balances: In the fund basis financial statements, fund balances are displayed in five components – nonspendable, restricted, committed, assigned, and unassigned, as applicable. The classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- Nonspendable fund balance - amounts not in spendable form or required to be maintained intact;
- Restricted fund balance – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation;
- Committed fund balance - amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest level action to remove or change the constraint;
- Assigned fund balance – amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority;
- Unassigned fund balance – amounts that are available for any purpose; positive amounts are reported only in the general fund.

The City Council establishes (and modifies or rescinds) fund balance commitments by passage of an ordinance or resolution. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget document as a designation or commitment of the fund (such as for special incentives). Other committed funds are those in which a contractual agreement exists with an individual or other entity.

Net Position: In the government wide financial statements, net position is displayed in two components – restricted and unrestricted.

Restricted net position is comprised of nonspendable and restricted fund balances above.

Unrestricted net position is comprised of committed, assigned, and unassigned fund balances.

Fund Balances / Net Positions Flow Assumptions: Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted or unrestricted, a flow assumption must be made about the order in which resources are considered to be applied. It is the City's policy to consider restricted fund balances/net position to have been depleted before using any of the components of unrestricted fund balance/net position. Further, when components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Subsequent Events: Subsequent events have been evaluated through January 13, 2026, which is the date the financial statements were available to be issued.

NOTE 2: DEPOSITS AND INVESTMENTS

Statutes authorize the City to invest in collateralized bank certificates of deposit, time deposits, obligations of the United States Government and selected Federal Agency securities.

For the security of the funds so deposited, the City Treasurer shall require each depository bank to give bond for the safekeeping and payment of such deposits and the accretions thereof. Such bond shall be deposited with the City Clerk.

In lieu of bond requirement, any bank making application to become a depository of the City may deposit security with the City Clerk as provided in State Statute 16-714, provided that the penal sum of said bond or sum of said pledge of assets shall be of the value equal to or greater than the amount of deposit in excess of that portion of said deposit insured by the FDIC.

At the end of the fiscal year, the City's cash deposits were fully insured or collateralized by the Federal Deposit Insurance Corporation, U.S. Government securities subject to joint safeguarding receipts issued by the pledging

City of Wahoo, Nebraska
Notes to the Financial Statements
September 30, 2025

financial institution, or irrevocable letters of credit. No attorney's opinion has been obtained regarding the enforceability of claims which might arise under the custodial agreement.

NOTE 3: RESTRICTED CASH

A new ½ cent sales tax was established to provide for the payment of bonds for a swimming pool/water park which were paid in full in the year ended September 30, 2017. Subsequent to the payment of these bonds, proceeds from this sales tax are principally restricted to operations of the swimming pool/water park and parks and recreation expenditures as approved by the City Council as listed below.

In the year ended September 30, 2019, the City began improvements to Chestnut Street which are to be funded through the use of bonds and sales tax proceeds. These bond proceeds and sales tax proceeds are restricted to payments for the Chestnut Street improvement project and subsequent payments on the bonds taken for the project.

New ½ Cent Sales Tax Fund:

Capital Improvements, principally for Parks and Recreation, as approved by the City Council	\$ 374,575
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Chestnut Street Fund:

Chestnut Street Improvements and Associated Bonds and Loans	947,552
	<u>\$ 1,322,127</u>

NOTE 4: DEBT OBLIGATIONS

The following is a summary of long-term and short-term debt obligations of the City for the year ended September 30, 2025:

September 30, 2024 Balance		September 30, 2025 Balance
\$ 205,000	General Obligation Various Purpose Bonds, Series 2019, issued May 15, 2019, interest rate ranging from 2.2% to 2.7%. Interest is due in semi-annual installments on December 15 and June 15; Principal due in installments ranging from \$15,000 to \$20,000 from June 2020 to June 2028 with a final \$125,000 payment due June 2029.	\$ 185,000
2,420,000	Bond Anticipation Notes Series 2023 issued July 12, 2023; Interest rate of 4.0%; interest due in semi-annual installments on December 15 and June 15; Principal due in full on December 15, 2026.	2,420,000
1,365,000	General Obligation Various Purpose Bonds Series 2023 issued August 15, 2023; Interest rate ranging from 4.00% to 4.75%; interest due in semi-annual installments on December 15 and June 15; Principal due in annual installments ranging from \$115,000 to \$165,000 from December 15, 2024 to December 15, 2033.	1,250,000
1,940,000	Highway Allocation Fund Pledge Bonds, Series 2020 issued March 5, 2020; Interest rate ranging from 1.30% to 2.05%; Interest due in semi-annual installments on December 15 and June 15; Principal due in annual installments ranging from \$30,000 to \$295,000 with a final \$165,000 payment due December 15, 2031.	1,690,000
3,655,000	General Obligation Various Purpose, Series 2021 issued April 20, 2021; Interest rate ranging from 0.35% to 1.85%; Interest due in semi-annual installments on December 15 and June 15; Principal due in annual installments ranging from \$300,000 to \$340,000 with final \$155,000 payment due December 15, 2035.	3,350,000
81,569	Hackberry Lighting Bank Loan issued June 7, 2021; Interest rate of 1.22%; principal and interest payments of \$20,709 due semi-annually on December 15 and June 15 with final payment due June 15 2026. A board member is affiliated with the bank the City utilizes for this loan.	<u>20,582</u>
		<u>\$ 8,915,582</u>

City of Wahoo, Nebraska
Notes to the Financial Statements
September 30, 2025

Principal and interest due for the years ending September 30 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 705,582	\$ 224,481	\$ 930,063
2027	3,115,000	164,773	3,279,773
2028	750,000	103,963	853,963
2029	795,000	90,680	885,680
2030	705,000	73,771	778,771
2031 – 2035	2,690,000	150,921	2,840,921
2036	<u>155,000</u>	<u>1,434</u>	<u>156,434</u>
	<u>\$ 8,915,582</u>	<u>\$ 810,023</u>	<u>\$ 9,725,605</u>

The following is a summary of bond and note payable transactions of the City for the year ended September 30, 2025:

Bonds and notes payable at September 30, 2024	\$ 9,666,569
Bonds and notes issued	-
Bonds and notes retired	<u>(750,987)</u>
Bonds and notes payable at September 30, 2025	<u>\$ 8,915,582</u>

Conduit Debt Obligations: The City has issued Tax Increment Revenue Notes to provide financial assistance to private-sector entities for the acquisition of industrial and commercial facilities deemed to be in the public interest. The notes are a special obligation of the City payable solely from and secured as to the payment of principal and interest by a pledge of (a) TIF Revenues deposited in the City's Debt Service Fund, and (b) moneys in the Debt Service Fund. The taxing power of the City is not pledged to the payment of the Notes either as to principal or interest. The City is not obligated in any manner for repayment of the Notes. The remaining total on these Notes is \$3,418,312 as of September 30, 2025.

NOTE 5: RETIREMENT PLAN

The City provides retirement benefits for full-time employees through a contributory defined contribution plan, the City of Wahoo, Nebraska 457(B) Plan. Employees are eligible to participate upon attaining certain age and service requirements. Employees are able to contribute to a 457 plan, a Roth 457 plan, or any combination of the two, and the City matches employee contributions, subject to a maximum of 6% of annual compensation. Employees may authorize additional contributions above 6%, limited by Internal Revenue regulations, but this is not matched by the City. Participant contributions are fully vested, while city contributions vest over a period from two to six years of service. Forfeitures may be made available to reinstate previously forfeited account balances of participants and any remaining forfeitures may be used to satisfy any contribution that may be required by the City or to pay administrative expenses. The City's and employees' contributions to the defined contribution plan, 457 and Roth plan for the year ended September 30, 2025 were \$99,731 and \$136,013, respectively.

NOTE 6: FUND EQUITY

The City has implemented GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions.

City of Wahoo, Nebraska
Notes to the Financial Statements
September 30, 2025

Fund balance reservations as of September 30, 2025 are as follows:

	<u>General</u>	<u>Street</u>	<u>Debt Service</u>	<u>½ Cent Sales Tax</u>
Nonspendable:	\$ -	\$ -	\$ -	\$ -
Restricted:				
Police	278,983	-	-	-
Parks	-	-	-	-
Streets	-	-	-	-
Committed	-	-	-	-
Assigned:				
Police	98,117	-	-	-
Cemetery	93,292	-	-	-
Parks & Rec	-	-	-	-
Building & Zoning	106,413	-	-	-
Library	31,805	-	-	-
Debt Service	-	-	765,696	-
Streets	-	1,769,218	-	-
Unassigned	-	-	-	-
Total fund balances:	<u>\$ 608,610</u>	<u>\$ 1,769,218</u>	<u>\$ 765,696</u>	<u>\$ -</u>

	<u>Capital Projects</u>	<u>Fire and EMS</u>	<u>Chestnut Street Project</u>	<u>New ½ Cent Sales Tax</u>	<u>Other Governmental Funds</u>
Nonspendable:	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted:					
Community Betterment	-	-	-	-	171,688
Debt Service	-	-	947,552	-	-
Housing Rehab	-	-	-	-	20,389
Grants	-	-	-	-	5,634
Capital Improvements	-	-	-	374,575	-
Fire and EMS	-	29,915	-	-	-
Committed:					
Capital Improvements	-	-	-	-	-
Solid Waste	-	-	-	-	101,615
Assigned:					
Fire and EMS	-	686,642	-	-	-
Debt Service	-	-	51,868	-	-
Housing Rehab	-	-	-	-	105
Grants	-	-	-	-	42,685
Economic Development	-	-	-	-	-
Solid Waste	-	-	-	-	16,465
Unassigned	<u>(969,723)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total fund balances:	<u>\$ (969,723)</u>	<u>\$ 716,557</u>	<u>\$ 999,420</u>	<u>\$ 374,575</u>	<u>\$ 358,581</u>

The capital projects fund unassigned deficit balance of \$969,723 is due to expenditures in these funds in excess of fund balance. Grant proceeds as well as transfers from other City funds are expected to offset this deficit in future years. These funds are expected to remain appropriately funded. Transfers are made from fund to fund to maintain positive balances in specified funds.

City of Wahoo, Nebraska
Notes to the Financial Statements
September 30, 2025

NOTE 7: RISK MANAGEMENT

The City is exposed to various risks of loss from torts: theft of, damage to, and destruction of assets; business interruption; employee injuries and illnesses; natural disasters; and employee health, dental, and accident benefits. The City has purchased general liability, property, crime, automobile, workers' compensation, umbrella and other miscellaneous insurance coverage. There have been no significant reductions in insurance coverages.

There were no settlements exceeding insurance coverage in the past three fiscal years. No amount for estimated claims has been reported in the City's financial statements.

NOTE 8: COMMITMENTS AND CONTINGENCIES

Federal Grants: The City participates in a number of federal and state assisted grant programs. These programs are subject to financial and compliance audits. The amount of expenditures, if any, which may be disallowed by the granting agencies, is not determinable at this time. However, City officials do not believe that such amounts would be significant.

Nebraska Advantage: In 2013, a new business in the City made large capital purchases for which sales tax was paid and collected by the City. The business is eligible for a credit for the sales tax paid on these purchases through the Nebraska Advantage Act. The amount that the business is eligible for is unknown as exact data is not available for sales tax collected from these capital purchases. However, the City estimates that the total amount the business may be eligible for to be approximately \$48,000. During the year ended September 30, 2018, an amount of approximately \$22,300 was withheld from the City's sales tax collections from the State of Nebraska to accommodate this credit. It is unclear whether further amounts will be withheld for this purpose.

Project Commitments: As of September 30, 2025, the City was beginning projects for Storm Sewer Evaluation, City Facilities Improvements, and Highland Park improvements. The City contracted for a total of \$210,800 of engineering fees to begin these projects. During the year September 30, 2025, the City paid \$36,651. The City anticipates \$174,149 in remaining payments for the engineering of these projects. No construction contracts for these projects were agreed upon as of September 30, 2025.

Housing Grant: The City is partnering with Southeast Nebraska Affordable Housing Council (SENAHC) for an affordable housing grant with an award amount of \$586,875. The grant will be administered by SENAHC and the City has agreed to match \$75,000 for the project.

NOTE 9: LEASE OBLIGATIONS

The City leases the library building from a component unit, the Wahoo Public Building and Grounds Association (WPBGA). The lease is dated August 8, 2006 and has a forty-year term which ends August 7, 2046, and calls for monthly payments of \$4,455 for the first ten years, and \$4,050 per month for the remaining thirty years. The lease requires the City to pay all repairs, maintenance, insurance, and other expenditures related to the facility. At the end of the lease, ownership of the library building will transfer to the City.

Beginning October 2018, an updated lease agreement for the library building came into effect. The same payment obligations noted in the prior paragraph still apply, however, the City is being reimbursed the \$4,050 monthly payment from the Library Foundation for the duration of the lease with funds provided by a donation from an estate.

The City entered into a lease with the WPBGA in April 2019 for the use of a maintenance building. The lease runs through April 2058. The City agreed to pay WPBGA an annual payment of \$31,710 for the first 10 years of the lease and \$28,827 for the 29 years following. The first annual payment was made in the year ended September 30, 2020. The lease requires the City to pay all costs and assume all responsibilities associated with the operation, maintenance, repair, and alteration of the premises. At the end of the lease, ownership of the premises will transfer to the City.

In October 2020, the City signed a lease agreement with WPBGA for the use of Hackberry Park. The lease agreement runs from October 2020 through October 2040. The lease calls for payments equal to the payments

City of Wahoo, Nebraska
Notes to the Financial Statements
September 30, 2025

due by the lessor for its loan on the property. Payments on the lease are expected to include 11 annual payments of \$145,666 beginning October 2021.

In July 2025, the City signed a lease agreement for the use of a building on 608 N Linden Street. The initial term of the lease agreement runs from November 2025 through October 2028. The lease has two one-year renewal options that could extend the lease to five total years. The lease calls for monthly payments of \$1,600 for November 2025 through October 2027 and payments of \$1,700 for November 2027 through October 2028. The renewal payments call for monthly \$1,800 payments for November 2028 through October 2029 and \$1,850 for November 2029 through October 2030. The lessor is responsible for all real estate taxes and utilities. The renewal terms are not included in the lease obligations listed below.

Future payments on the three leases are as follows for the years ending September 30:

2026	\$ 243,576
2027	245,176
2028	246,276
2029	227,676
2030	223,093
2031 – 2035	678,467
2036 – 2040	387,135
2041 – 2045	387,135
2046 – 2050	176,535
2051 – 2055	144,135
2056 – 2058	86,481
	<u>\$ 3,045,684</u>

Rent expense for the year ended September 30, 2025 was \$225,976.

The City is a lessor of property for a cellular tower in the City. The lease includes payments to the City for \$2,100 per month for 50 years beginning in March 2017 as well as a provision for an additional 10% revenue sharing with the second carrier for each broadband telephone company sublease. Rent revenue for the year ended September 30, 2025 was \$30,444.

Expected base receipts on the lease are as follows:

2026	\$ 25,200
2027	25,200
2028	25,200
2029	25,200
2030	25,200
2031 – 2035	126,000
2036 – 2040	126,000
2041 – 2045	126,000
2046 – 2050	126,000
2051 – 2055	126,000
2056 – 2060	126,000
2061 – 2065	126,000
2066 – 2067	35,700
	<u>\$ 1,043,700</u>

NOTE 10: RELATED PARTIES

Two members of the City Council are also associated with local banks that the City utilizes. The City made \$51,003 payments to one bank for Tax Increment Financing during the year ended September 30, 2025. The City also made \$62,126 in loan payments to the other bank on the Hackberry Lighting Bank Loan noted in Note 4.

City of Wahoo, Nebraska
Notes to the Financial Statements
September 30, 2025

NOTE 11: BUDGETARY DATA

Appropriated budgeted amounts are adopted each fiscal year for receipts and disbursements of the General, Special Revenue, Capital Improvement, and Debt Service Funds. The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. A proposed budget is submitted to the City Council for the current fiscal year that commences October 1. The operating budget includes proposed disbursements and the means of financing them on a cash basis.
2. A public hearing is held to obtain taxpayer comments.
3. Prior to September 30, the budget is legally enacted through passage of an ordinance.
4. The City has elected to use a single, all-purpose levy budget. Any revisions that alter the total disbursements must be approved by the City Council. The City Council adopts the total budget, by resolution, on a per fund basis and budgetary control for internal purposes is exercised at the department level. The City Council must approve any supplemental appropriations to a fund or transfers between funds. Appropriations lapse at the end of the budget period.

The budgetary comparison schedules presented on pages 17 through 20 represent other information relating to the General Fund and to each major special revenue fund for which receipts and disbursements were budgeted. The City sets its budget on an entity-wide level, so the budget encompasses all funds. At September 30, 2025, the total expenditures did not exceed budgeted expenditures.

City of Wahoo, Nebraska
Budgetary Comparison Schedule - General Fund - Cash Basis
For the Year Ended September 30, 2025

<u>REVENUES</u>	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
Property Taxes	\$ 1,339,920	\$ 1,256,281	\$ (83,639)
Sales Taxes	872,000	875,011	3,011
Motor Vehicle and Other Taxes	112,300	114,178	1,878
Permits and Fees	119,300	101,334	(17,966)
Intergovernmental	351,815	440,108	88,293
Charges & Reimbursements for Services	824,300	855,526	31,226
Interest	28,000	59,633	31,633
Sale of Lots	14,000	11,800	(2,200)
Insurance Proceeds	-	-	-
Donations	313,000	328,769	15,769
Grants	-	11,101	11,101
Miscellaneous	222,325	135,190	(87,135)
TOTAL REVENUES	<u>4,196,960</u>	<u>4,188,931</u>	<u>(8,029)</u>
<u>EXPENDITURES</u>			
General Government	1,091,750	933,395	158,355
Public Safety	949,500	850,441	99,059
Cultural and Recreational	2,013,200	2,107,582	(94,382)
Economic Development	-	-	-
Capital Outlay	771,255	428,026	343,229
Debt Service - Interest	-	-	-
Debt Service - Principal	-	-	-
Bond Issuance Expense	-	-	-
TOTAL EXPENDITURES	<u>4,825,705</u>	<u>4,319,444</u>	<u>506,261</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(628,745)</u>	<u>(130,513)</u>	<u>498,232</u>
<u>OTHER FINANCING SOURCES (USES)</u>			
Repayments of Loans to Other Governments	-	-	-
Operating Transfers In	1,448,500	1,510,938	62,438
Operating Transfers Out	(1,641,183)	(1,709,569)	(68,386)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(192,683)</u>	<u>(198,631)</u>	<u>(5,948)</u>
NET CHANGE IN NET POSITION/FUND BALANCES	(821,428)	(329,144)	492,284
FUND BALANCES, BEGINNING OF YEAR	<u>937,754</u>	<u>937,754</u>	
FUND BALANCES, END OF YEAR	<u>\$ 116,326</u>	<u>\$ 608,610</u>	

See Independent Auditor's Report and Notes to the Financial Statements

City of Wahoo, Nebraska
Budgetary Comparison Schedule - Street Fund - Cash Basis
For the Year Ended September 30, 2025

<u>REVENUES</u>	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
Property Taxes	\$ 400,000	\$ 375,458	\$ (24,542)
Sales Taxes	222,000	204,646	(17,354)
Motor Vehicle and Other Taxes	29,600	28,812	(788)
Special Assessments	-	-	-
Intergovernmental	52,500	74,860	22,360
State Highway Allocation	707,521	683,688	(23,833)
Charges & Reimbursements for Services	15,000	19,520	4,520
Interest	2,000	2,000	-
Insurance Proceeds	-	7,839	7,839
Donations	-	-	-
Grants	100,000	500	(99,500)
Miscellaneous	25,000	22,410	(2,590)
TOTAL REVENUES	<u>1,553,621</u>	<u>1,419,733</u>	<u>(133,888)</u>
<u>EXPENDITURES</u>			
Highways and Streets	945,150	819,984	125,166
Capital Outlay	931,000	252,641	678,359
TOTAL EXPENDITURES	<u>1,876,150</u>	<u>1,072,625</u>	<u>803,525</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(322,529)</u>	<u>347,108</u>	<u>669,637</u>
<u>OTHER FINANCING SOURCES (USES)</u>			
Operating Transfers In	70,000	70,000	-
Operating Transfers Out	-	-	-
NET CHANGE IN NET POSITION/FUND BALANCES	(252,529)	417,108	669,637
FUND BALANCES, BEGINNING OF YEAR	<u>1,352,110</u>	<u>1,352,110</u>	
FUND BALANCES, END OF YEAR	<u>\$ 1,099,581</u>	<u>\$ 1,769,218</u>	

See Independent Auditor's Report and Notes to the Financial Statements

City of Wahoo, Nebraska
Budgetary Comparison Schedule - Fire and EMS Fund - Cash Basis
For the Year Ended September 30, 2025

<u>REVENUES</u>	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
Property Taxes	\$ 318,091	\$ 298,728	\$ (19,363)
Sales Taxes	-	-	-
Motor Vehicle and Other Taxes	-	-	-
Special Assessments	-	-	-
Intergovernmental	78,000	99,301	21,301
Charges & Reimbursements for Services	360,000	313,017	(46,983)
Interest	11,850	12,763	913
Insurance Proceeds	139,500	142,466	2,966
Donations	426,000	438,462	12,462
Grants	-	26,010	26,010
Miscellaneous	7,000	4,360	(2,640)
TOTAL REVENUES	<u>1,340,441</u>	<u>1,335,107</u>	<u>(5,334)</u>
<u>EXPENDITURES</u>			
Public Safety	690,620	631,323	59,297
Capital Outlay	<u>1,139,600</u>	<u>638,079</u>	<u>501,521</u>
TOTAL EXPENDITURES	<u>1,830,220</u>	<u>1,269,402</u>	<u>560,818</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(489,779)</u>	<u>65,705</u>	<u>555,484</u>
<u>OTHER FINANCING SOURCES (USES)</u>			
Operating Transfers In	90,000	90,000	-
Operating Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN NET POSITION/FUND BALANCES	(399,779)	155,705	555,484
FUND BALANCES, BEGINNING OF YEAR	<u>560,852</u>	<u>560,852</u>	
FUND BALANCES, END OF YEAR	<u>\$ 161,073</u>	<u>\$ 716,557</u>	

See Independent Auditor's Report and Notes to the Financial Statements

City of Wahoo, Nebraska
Budetary Comparison Schedule - New 1/2 Cent Sales Tax Fund - Cash Basis
For the Year Ended September 30, 2025

<u>REVENUES</u>	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
Property Taxes	\$ -	\$ -	\$ -
Sales Taxes	420,000.00	423,454	3,454
Motor Vehicle and Other Taxes	-	-	-
Special Assessments	-	-	-
Intergovernmental	-	-	-
Charges & Reimbursements for Services	-	-	-
Interest	-	-	-
Insurance Proceeds	-	-	-
Donations	10,000.00	10,000	-
Grants	-	-	-
Miscellaneous	-	-	-
TOTAL REVENUES	<u>430,000</u>	<u>433,454</u>	<u>3,454</u>
<u>EXPENDITURES</u>			
Culture and Recreational	145,666	145,666	-
Capital Outlay	672,000	330,874	341,126
Debt Service:			
Interest	1,385	1,138	247
Principal	<u>40,033</u>	<u>60,988</u>	<u>(20,955)</u>
TOTAL EXPENDITURES	<u>859,084</u>	<u>538,666</u>	<u>320,418</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(429,084)</u>	<u>(105,212)</u>	<u>323,872</u>
<u>OTHER FINANCING SOURCES (USES)</u>			
Operating Transfers In	-	-	-
Operating Transfers Out	-	-	-
NET CHANGE IN NET POSITION/FUND BALANCES	(429,084)	(105,212)	323,872
FUND BALANCES, BEGINNING OF YEAR	<u>479,787</u>	<u>479,787</u>	
FUND BALANCES, END OF YEAR	<u>\$ 50,703</u>	<u>\$ 374,575</u>	

See Independent Auditor's Report and Notes to the Financial Statements



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Honorable Mayor and the City Council
City of Wahoo, Nebraska
Wahoo, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and the custodial fund of the City of Wahoo, Nebraska, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City of Wahoo, Nebraska's basic financial statements, and have issued our report thereon dated January 13, 2026. Our report expressed an adverse opinion on the Municipal Utilities fund and the business-type activities. It also expressed an adverse opinion on the aggregate remaining fund information and a qualified opinion on governmental activities. Our report disclosed that, as described in Note 1 to the financial statements, the City of Wahoo, Nebraska's financial statements have been prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Wahoo, Nebraska's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Wahoo, Nebraska's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Wahoo, Nebraska's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control, described below, that we consider to be significant deficiencies.

Significant Deficiency: The City of Wahoo, Nebraska does not have adequate revenue reconciliation controls or segregation of duties in place for the thrift store, busy wheels, and senior meal programs receipt transactions. The control objective of reconciliation controls and segregation of duties is to prevent fraud or error.

Management Response: Management feels that the amounts collected from these programs is not significant and any misappropriation that would occur because of lack of controls in these areas would be immaterial. Management also noted it may increase controls in this area if it is feasible to do so in the future.

Significant Deficiency: Financial information from the parks and recreation department is not always properly reconciled to the City's financial information. Because of this, the interim financial reports of the City may not properly reflect the accurate financial information of the parks and recreation department.

Management Response: Management will take further precautions to ensure the proper parks and recreation financial information is imported to the City's financial information and will compare that information to the records of the parks and recreation department.

Significant Deficiency: The City did not have proper controls in place to adequately save and back up payroll information. Because of this, payroll tax returns and other payroll information were lost.

Management Response: Management has discussed proper backup procedures with payroll staff to ensure payroll information is saved and backed up appropriately going forward.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Wahoo, Nebraska's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the City of Wahoo, Nebraska, in a separate letter dated January 13, 2026.

City of Wahoo, Nebraska's Response to Findings

The City of Wahoo, Nebraska's response to the findings identified in our audit is described previously. The City of Wahoo, Nebraska's response was not subjected to audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

This purpose of this report is solely to describe the scope of our testing of internal control and compliance and on the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with the *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, the communication is not suitable for any other purpose.

BMG Certified Public Accountants, LLP



Lincoln, Nebraska
January 13, 2026

JOINT POLE USE AGREEMENT

Between

The City of Wahoo
("Wahoo")

and

WINDSTREAM NEBRASKA, INC.
("Windstream")

JOINT POLE USE AGREEMENT

THIS JOINT POLE USE AGREEMENT (the “Agreement”) is effective this _____ day of January, 2026 (the “Commencement Date”) by and between The City of Wahoo, hereinafter called “Wahoo”) and Windstream Nebraska, Inc., a Delaware corporation (hereinafter called “Windstream”).

WHEREAS, Wahoo and Windstream recognize mutually desirable advantages to be obtained under suitable conditions in the joint use of poles, and

WHEREAS, Wahoo has made clear that this Agreement does not pertain to street light poles as work or improvements on all such poles are strictly prohibited; and

WHEREAS, the Parties intend to enter into joint use of poles in all cases where the combination of circuits will not adversely affect the safety or service of either party.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained the parties hereto do hereby mutually covenant and agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT

1.1 Subject to the provisions of this Agreement and applicable law, the parties agree to allow for the attachment of each party’s facilities to each party’s poles for the purpose of providing any and all lawful communications services and utilities services by either party. This Agreement governs the fees, charges, terms and conditions under which the parties agree to the joint use of poles.

1.2 This Agreement supersedes all previous agreements, if any, between Wahoo and Windstream for the joint use of poles.

1.3 No use, however extended, of one party’s poles or payment of any fees or charges required under this Agreement shall create or vest in the other party any ownership or property rights in such poles, except as expressly provided by this Agreement.

1.4 Nothing contained in this Agreement shall be construed to require either party to construct, retain, extend, place, or maintain any pole or other facilities not needed for said party’s own service requirements, except as otherwise required by applicable law or as agreed to by the parties.

1.5 The parties acknowledge and agree that this Agreement shall not be construed as a limitation, restriction, or prohibition against Wahoo entering into agreements with other parties regarding the poles covered by this Agreement.

ARTICLE 2 TERM OF AGREEMENT

2.1 This Agreement shall continue in full force and effect and on the same terms and conditions from the Commencement Date until such time as either party has provided the other party with one (1) year written notice of termination. All days referenced herein are calendar days.

ARTICLE 3

SPECIFICATIONS

3.1 Each party's attachments constructed on the other party's poles shall be placed and maintained at all times in accordance with the requirements and specifications of the National Electrical Safety Code ("NESC") published by the Institute of Electrical and Electronics Engineers.

Notwithstanding anything in this Agreement to the contrary, Licensee is not required to update or upgrade its Attachments where not required to do so by codes or ordinances.

If the Specifications change during the term of this Agreement, Licensee will not be required to bring an existing Attachment into compliance with the revised Specifications until the next time Licensee performs work on such Attachment.

3.2 The parties acknowledge that, prior to entering into this Agreement, other users, having similar services, have been granted rights similar to those granted in this Agreement, and that this Agreement is not an exclusive contract for the grant of such rights to either party. No party shall move, remove, adjust or change the attachments of others without the specific written consent of all affected users and of the other party.

3.3 The Parties agree that in no event will either party be required to incur costs to accommodate any third party, or to correct an NESC safety violation of any other party. The cost-causer shall be solely responsible for any such accommodations or repairs of safety violations. Licensor and Licensee shall split all such costs if the public power facilities were not in compliance with the National Electric Safety Code (NESC) or the National Electric Code (NEC) at the time such facilities were initially constructed.

Should another licensee, for their own service requirements, need to attach additional facilities to any Pole to which Licensee is attached, Licensee will either rearrange its facilities on the Pole or transfer them to a replacement Pole as determined by the Licensor so that the additional facilities of the other licensee may be attached. Licensee shall not be required to bear any of the costs of rearranging or transferring Licensee's facilities unless the other licensee is another political subdivision or is deemed by Wahoo to be providing an emergency service to the community. Except as provided above, any rearrangement/transfer costs shall be borne by the third party entity or entities requesting the rearrangement or transfer, and Licensee shall not be required to move its facilities until payment for such work has been received.

ARTICLE 4 NEW CONSTRUCTION

4.1 When either party plans to erect new poles or a new pole line or extend or reconstruct an existing pole line within the area covered by this Agreement, notice shall be given to the other party as far in advance of construction as possible. Such notice shall show the proposed location, character of poles, and character of circuits to be carried thereon. The parties shall cooperate to determine whether joint use of the poles involved shall be established.

ARTICLE 5 EXISTING CONSTRUCTION

5.1 When either party desires to occupy space on any existing pole of the other party within the area covered by this Agreement, such party shall notify the owner of the pole and the parties shall then cooperate to determine whether joint use of the pole shall be established.

ARTICLE 6 OWNERSHIP OF POLES

6.1 In any case where the parties shall determine joint use of new poles is feasible, the constructing party shall be the owner thereof.

6.2 A count of jointly used poles may be made by representatives of both parties every five (5) years.

6.3 On or before January 31 of each year, Wahoo will send an invoice and Windstream shall pay Wahoo the then current annual fee as referenced in the City of Wahoo Board of Public Works manual. Provided, however, that Windstream shall receive a credit for the Windstream poles that Wahoo is using (e.g. if there are 800 poles in use and Wahoo owns 500 and Windstream owns 300 then Windstream shall only be responsible for the fees associated with the 200 excess that Wahoo owns and they use).

6.4 Wahoo and Windstream shall promptly seek to resolve any invoice or payment dispute made in good faith. Notwithstanding the above, neither party shall be liable to the other for errors or erroneous charges in any bill or statement originally issued more than two years prior to the day on which the error is subsequently determined to have occurred. Each party reserves its rights to avail itself of any remedy at law or equity for any dispute that cannot be resolved by the parties.

ARTICLE 7 POLE INSPECTION AND REPLACEMENT

7.1 Either party shall have the right to either themselves perform inspections of the poles in use or to hire a third party to do so.

7.2 Whenever deemed necessary by Wahoo and agreed to in writing by Windstream, Windstream authorizes Wahoo to replace poles. Once replaced, the replaced pole shall thenceforth be owned by Wahoo.

7.3 Whenever Windstream-owned poles are deemed unsafe or in poor condition, Wahoo shall have authority to require Windstream to replace such poles by providing written notice to Windstream of the location and condition of the pole. From the date of written notice from Wahoo, Windstream shall have forty-five (45) days or any other such mutually agreed upon time frame to replace the unsafe/poorly conditioned pole. Provided, however, that if Windstream shall disagree with this assessment then the parties agree to hire a neutral third party to perform the inspection and to make a recommendation.

7.4 As determined by the National Electrical Safety Code, whenever a taller or stronger pole is needed to provide for additional facilities of either party or for additional ground clearance or separation, the owner of the pole shall replace it with a pole of the proper height and strength at the owner's expense. Each party shall be responsible for transferring its attachments and facilities to the new pole at the parties' own expenses.

ARTICLE 8 EASEMENTS AND RIGHTS-OF-WAY FOR WINDSTREAM'S ATTACHMENTS

8.1 Wahoo does not warrant or assure to Windstream any right-of-way privileges, uses or easements. Windstream shall be responsible, as required by law, for obtaining its own governmental permits and lawful

easements from any third party property Wahoo(s), lien holder(s), and other necessary and appropriate parties. Under no circumstances shall Wahoo be liable to Windstream or any other party in the event Windstream is prevented by a third party from placing and/or maintaining its attachments on Wahoo's poles. Accordingly, Wahoo's acceptance of Windstream's Application and issuance of a Permit shall never be construed otherwise. To the extent applicable and to the extent Wahoo has the authority to do so, Wahoo agrees to act reasonably in determining whether to allow Windstream to utilize any existing easements or right-of-way agreements in favor of Wahoo for the placement of Windstream's attachments on the poles.

8.2 Windstream will defend and hold harmless Wahoo against any claims by third parties that the necessary easements were not obtained, any third party claims for trespass, or any other third party-instituted cause of action. Should a final order be entered by a court of competent jurisdiction requiring Windstream to remove its attachments, Windstream shall do so forthwith, and upon its failure to do so within the timeframe required by such Order, Wahoo may remove Windstream's facilities at Windstream's expense without incurring any obligation to Windstream for loss or damage to Windstream's facilities except to the extent of Wahoo's negligence or willful misconduct.

ARTICLE 9 MAINTENANCE

9.1 Windstream shall require that all employees, contractors, or employees of contractors who work on Wahoo's poles on behalf of Windstream are properly qualified and trained in climbing and working on Wahoo's poles safely. Windstream shall specifically and adequately warn, by reasonable means, each and every employee and contractor of the inherent dangers of making contact with Wahoo's electrical conductors and/or electrical equipment before such employees or contractors are permitted to perform work on or near Wahoo's facilities.

9.2 Wahoo makes no express or implied warranty or representation regarding the condition or safety of the poles or other facilities of Wahoo. Windstream expressly assumes responsibility for determining the condition of all poles to be used by Windstream, whether for the placement of attachments, maintaining or rearranging attachments, or for any other reasons. Except for performing transfer work from unserviceable poles to replacement poles, Windstream shall not permit its employees or contractors to work on poles that are known to be unserviceable until Wahoo has corrected the unserviceable condition or has determined that the pole is serviceable. Windstream will notify Wahoo if any of Windstream's employees, agents, contractors, or employees of contractors become aware of unserviceable poles or other conditions, whether hazardous or otherwise, that require the attention of Wahoo for evaluation and possible correction.

ARTICLE 10 UNAUTHORIZED ATTACHMENTS AND INVENTORY

10.1 Wahoo may assess a fee for any Windstream attachment that has not been authorized in accordance with this Agreement ("Unauthorized Attachment"). The fee for Unauthorized Attachments shall be equal to the fee established by the City of Wahoo Board of Public Works for the year of enforcement.

10.2 In order to confirm that an Unauthorized Attachment has not been authorized in accordance with this Agreement above, and confirm that an Unauthorized Attachment fee is warranted, Wahoo shall identify each Unauthorized Attachment in its notice by pole number and location and Windstream shall have a reasonable period of time to verify the results. Each party shall cooperate with the other during the verification period.

ARTICLE 11 SAFETY VIOLATIONS

11.1 No more than once every five years, unless demonstrable safety conditions which require more frequent inspections, the parties shall participate in a joint safety inspection of all pole facilities to determine whether those facilities. Each party shall be responsible for its own costs in participating in any such inspection.

11.2 If either party's attachments are out of compliance with the safety specifications, whether discovered during a safety inspection or otherwise, said party must either contest the non-compliance in writing or correct the noncompliance within thirty (30) days of receipt of the written notice or such longer period as may be necessary under the circumstances.

11.3 The cost of correcting any noncompliance shall be borne by the party that created the violation, and in no event will one party be required to incur any cost necessary to correct a noncompliance caused by any other party, including third parties.

ARTICLE 12 ATTACHMENTS REMAINING AT END OF TERM

12.1 If either party terminates this Agreement with both parties not intending to negotiate a new Agreement, both parties shall remove their attachments for poles owned by the other party.

ARTICLE 13 TRANSFERS, RELOCATION AND RESERVATION OF SPACE BY WAHOO

13.1 Wahoo may replace or relocate poles for a number of reasons, including without limitation when existing poles have deteriorated, when new attachers require additional pole space, and when poles must be relocated at the request of a governmental body or a private landowner. In such cases, Windstream shall, within sixty (60) business days after receipt of written notice, or any other time prescribed by applicable law, transfer its attachments to the new poles, provided that in the case of emergencies, Wahoo may reduce the time when a transfer must be performed. If Windstream's transfer is not timely performed, Wahoo may, at its option transfer Windstream's attachments and Windstream shall reimburse Wahoo for the actual costs of completing such work. Such transfer shall follow NESC guidelines. If Wahoo elects to do such work, it shall not be liable to Windstream for any loss or damage except when caused by Wahoo's negligence or willful misconduct. If Wahoo opts not to transfer Windstream's attachments, Windstream may become liable and own the old pole.

13.2 Should Wahoo, at any time, reasonably require the space Windstream's attachments occupy on its poles for the provision of its core electric service, Windstream shall, upon receipt of sixty (60) days' notice (a) rearrange its attachments to other space if available on the pole, at its own expense, or (b) vacate the space by removing its attachments at its own expense or (c) if no space is available and Windstream does not wish to remove its attachments, Windstream may request Wahoo replace the pole with a larger pole that can accommodate Windstream's attachments. Windstream shall bear its pro rata share of cost of such replacement, along with all other attachers benefitting from such replacement, and transfer its attachments to the new pole at its own expense. If Windstream's work is not timely performed, Wahoo may, at its option perform the work on behalf of Windstream and Windstream shall reimburse Wahoo for the actual costs of completing such work. If Wahoo elects to do such work, it shall not be liable to Windstream for any loss or damage except when caused by Wahoo's negligence or willful misconduct.

ARTICLE 14 ABANDONMENT OF POLES

14.1 Whenever the owner of a jointly used pole decides to abandon the use of one or more poles and the other party desires to keep its attachments on that pole, the owner may, by mutual agreement with the other party, sell the pole to the other party at a price mutually agreed upon, based on depreciated cost at the time of the abandonment, or may transfer ownership of that pole to the other party and take another jointly used pole in return.

**ARTICLE 15
RIGHTS OF OTHER PARTIES**

15.1 If either party has, prior to the execution of this Agreement, granted to any third party or third parties rights or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting such rights or privileges and the party granting such rights or privileges shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges. It is understood, however, that, for the purposes of this Agreement, the attachments of any such third party shall be treated as attachments belonging to the pole owner.

**ARTICLE 16
ASSIGNMENT OF RIGHTS**

16.1 Neither party shall assign or otherwise dispose of this Agreement, or of any of its rights or interests hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the successors and/or assigns of both parties.

**ARTICLE 17
WAIVER OF TERMS OR CONDITIONS**

17.1 The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

**ARTICLE 18
PAYMENT OF TAXES**

18.1 Each party shall pay all taxes and assessments lawfully levied on its own poles or property attached to poles. However, the portion of any tax (except income taxes), fee, or charge levied on a party's poles solely because of the other party's use of the pole shall be paid by the other party, except if those taxes are recovered in the fees established by Article 6 herein.

**ARTICLE 19
INSURANCE**

19.1 Both parties shall take out and maintain throughout the period during which this Agreement shall remain in effect the following minimum insurance:

A. Workers' compensation insurance covering all employees of Windstream pursuant to Nebraska law. Contractors, employees of contractors, subcontractors and employees of subcontractors who shall perform any of the obligations of the respective party hereunder, shall be required by the respective party to take out and maintain such insurance, whether or not such insurance is required by the laws of the state governing the employment of any such employee. If any employee is not subject to the workers' compensation laws of such state, such insurance shall

extend to such employee voluntary coverage to the same extent as though such employee were subject to such laws.

B. Commercial General Liability and property damage liability insurance covering all operations under this Agreement with limits for bodily injury or death in any one event not less than \$2,000,000.00 and limits for property damage not less than \$1,000,000.00.

C. Automobile liability insurance for owned and hired automobiles with limits of not less than \$2,000,000.00 for injury or death in any one event and limits for property damage not less than \$1,000,000.00.

19.2 The policies of insurance shall be in such form and issued by such insurer as shall be consistent with industry practices.

ARTICLE 20 SERVICE OF NOTICES

20.1 It is expressly agreed and understood between Wahoo and Windstream that any notice required to be given to either Wahoo or Windstream pursuant to this Agreement shall be in writing and sent by US Mail, or by recognized national overnight delivery service, or electronic mail and shall be deemed received upon actual delivery or refusal of delivery as evidenced by the records of the US Postal Service or delivery service as the case may be.

20.2 Notices shall be sent addressed as follows:

If to Windstream (for day-to-day operations):

Windstream

**233 SOUTH 13TH ST., STE. 1900
LINCOLN, NE 68508
Uniti.poles@uniti.com**

with a copy to (for legal notices):

Windstream: uniti.legal.notices@uniti.com

Invoices:

Windstream: uniti.invoices@razorflow.ai

If to Wahoo: **City of Wahoo
P.O. Box 398
Wahoo, NE 68066
Attention: Utilities General Manager**

or to such other address as either party may designate by notice to the other party from time to time in accordance with the terms of this Article.

ARTICLE 21 SUPPLEMENTAL AGREEMENTS

21.1 Neither Wahoo nor Windstream is under any obligation, express or implied, to amend, supplement or otherwise change or modify any of the provisions of this Agreement, provided, however, that in the event of a change in law, the parties shall work in good faith to amend, supplement or otherwise change or modify any of the provisions of this Agreement as such law may require. If the parties agree to amend, supplement or otherwise change or modify any of the provisions of this Agreement, then any such amendment, supplement, change or modification, to be enforceable, must be evidenced by written documentation duly executed by both parties. Without any such duly executed, written documentation of any amendment, supplement, change or modification, any oral discussions relating thereto shall not be binding upon Wahoo or Windstream.

21.2 Nothing in the foregoing shall preclude the parties to this Agreement from preparing in writing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement so long as each party has at least one copy of such operating routines and/or working procedures.

ARTICLE 22 DEFAULT

22.1 Except in the event of a bona fide dispute, if either party is in material default under this Agreement and fails to correct such default within the cure period specified below, Wahoo/Windstream (as applicable) may, at its option:

- (a) declare this Agreement to be terminated in its entirety;
- (b) terminate the authorization covering the pole(s) with respect to which such default shall have occurred;
- (c) decline to authorize additional attachments under this Agreement until such defaults are cured; and/or
- (d) correct such default; and the defaulting party shall reimburse the other for the actual costs of doing the work; and/or
- (e) either party may seek specific performance of the terms of this Agreement or applicable law through a court of competent jurisdiction or in the appropriate regulatory forum, upon the other party's default or failure to adhere to applicable law.

For a period of thirty (30) days following receipt of written notice from the non-defaulting party (or, for defaults of a nature not susceptible to remedy within this thirty (30) day period within a reasonable time period thereafter), the defaulting party shall be entitled to take all steps necessary to cure any defaults. The 30-day notice and cure period does not apply to any default by either party of its undisputed payment obligations under this Agreement.

Wahoo and Windstream shall schedule a meeting to resolve any alleged default within 10 days of receipt of the notice of default. If such alleged Default remains unresolved upon the expiration of the thirty (30) day period following a dispute notice, (provided that the parties may mutually agree to extend such negotiation period) the parties may pursue remedies available under applicable law or equity.

22.2 The remedies set forth in this Article are cumulative and in addition to any and all other remedies either party may have at law or in equity.

ARTICLE 23

INDEMNIFICATION

23.1 Indemnification of Wahoo. Windstream shall indemnify, protect and save harmless Wahoo from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may be caused by Windstream's negligence or willful misconduct. The foregoing indemnity shall not apply to the extent of Wahoo's negligence or willful misconduct.

23.2 Indemnification of Windstream. Wahoo shall indemnify, protect, and save harmless Windstream from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may be caused by Wahoo's negligence or willful misconduct. The foregoing indemnity shall not apply to the extent of Windstream's negligence or willful misconduct.

23.3 The obligations of this section shall survive termination or non-renewal of this Agreement, to the extent of the applicable statute of limitations.

23.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR THE OTHER PARTY'S CUSTOMERS FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OF THE OTHER PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

ARTICLE 24 FORCE MAJEURE

24.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement resulting from acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay.

ARTICLE 25 MISCELLANEOUS PROVISIONS

25.1 Nothing contained in this document, or in any amendment or supplement thereto, or inferable herefrom, shall be deemed or constructed to (1) make Windstream the agent, servant, employee, joint venturer, associate, or partner of Wahoo, or (2) create or establish any partnership, joint venture, agency relationship or other affiliation or association between Wahoo and Windstream. The parties hereto are and shall remain independent contractors. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

25.2 Each party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed.

25.3 This Agreement is deemed executed in and shall be construed under the laws of the State of Nebraska.

25.4 Within this Agreement, words in the singular number shall be held and construed to include the plural, and words in the plural number to include the singular, and the use of any gender shall be applicable to all genders unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only. They do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” shall, unless the context dictates otherwise, refer to this entire Agreement and not to any particular paragraph or provision. The term “person” and words importing persons as used in this Agreement shall include firms, associations, partnerships (including limited partnerships), limited liability companies, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

25.5 Unless the context clearly indicates otherwise, as used in this Agreement, the term “Windstream” means the party or parties named on the first page hereof or any of them. The obligations of Windstream hereunder shall be joint and several. If Windstream, or any signatory who signs on behalf of Windstream, is a corporation, partnership, limited liability company, trust, or other legal entity, Windstream and any such signatory, and the person or persons signing for Windstream, represent and warrant to Wahoo that this instrument is executed by Windstream’s duly authorized representatives.

25.6 Notwithstanding anything to the contrary contained in this Agreement, assignment or transfer shall not include, and any condition to assignment shall not apply in the event of (i) a transfer of this Agreement to an entity which is the parent of Licensee, subsidiary of Licensee, affiliate of Licensee, or shall directly or indirectly control, be controlled by, or be under common control with, Licensee; (ii) a sale of ownership interest or issuance of new ownership interests, directly or indirectly, in Licensee; (iii) a change of control; and/or (iv) a transaction in which any entity succeeds to all or substantially all of the assets of Licensee or to all or substantially all of the assets operated by Licensee in a specific geographic area containing the Poles whether by merger, consolidation, sale or otherwise provided such successor entity assumes in full the obligations of Licensee under this Agreement. Licensee shall notify Licensor, in writing, of any such assignment or sublease within ninety (90) days after its occurrence.

IN WITNESS WHEREOF, the City of Wahoo and Windstream Communications, LLC by their duly authorized representatives have executed this Joint Pole Use Agreement as of the day and year first written above.

THE CITY OF WAHOO

Signature: _____

Name: _____

Title: _____

Date: _____

WINDSTREAM NEBRASKA, INC.

Signature: _____

Name: _____

Title: _____

Date: _____