

WAHOO CITY COUNCIL AGENDA
Tuesday, May 12, 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.

Pledge of Allegiance

Announcement of the Open Meetings Act

Call to order and roll call

Proclamation

Audience comments on items not listed on the agenda

Department head reports

1. Presentation by Kinetic/Uniti on upcoming improvements to fiber infrastructure in Wahoo

Consent Agenda

1. Acceptance of excused absence of Mayor or Council member(s)
2. Approval of the April 28, 2026, minutes of the City Council
3. Approval of a job description and pay scale for a Natural Gas Distribution Operator Intern
4. Approval of the Mayor's Appointment of John Miyoshi to the Board of Adjustments for a one-year term starting July 2027.
5. Approval of claims

Public hearing and associated action items

Action items not requiring a public hearing

1. Acceptance of Request for Reasonable Accommodation and Referral to the Reviewing Authority
2. Consideration of adoption of an Ordinance prohibiting sex offenders from residing within 500 feet of childcare facilities and/or schools as requested by Chase Landry
3. Approval of Ordinance No. 2498 amending municipal code to address multi-day events applying for an event permit.
4. Approval of a Resolution to amend the Master Fee Schedule to provide for a multi-day event permit.
5. Approval of an agreement with JEO Consulting for the Downton Revitalization Plan Process
6. Approval of Agreement with NE Department of Economic Development for the CCCFF Planning Grant.

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

NATURAL GAS DISTRIBUTION OPERATOR INTERN

SUPERVISOR: Natural Gas Distribution Supervisor, Assistant Natural Gas Distribution Supervisor
SUPERVISE: None
PAY SCALE: SPTO
APPROVED:
FLSA CATEGORY: Non-exempt
AUTHORIZED FTE: 1 Regular Part Time as needed (29 hours per week)



SUMMARY DESCRIPTION

Responsible for assisting and observing various activities associated with the construction, installation, inspection, maintenance, repair, and operation of the gas distribution system. The intern will work under the direct supervision of qualified personnel and will gain hands-on experience while learning industry practices, safety procedures, and regulatory requirements.

This position does not include on-call responsibilities.

EXAMPLES OF WORK PERFORMED

ESSENTIAL FUNCTIONS: *The following examples of work are illustrative only and are not intended to be all inclusive.*

Assists and observes in construction, installation, inspection, maintenance, repair, and operational activities related to the city's gas distribution system.

Observes testing of gas-related measuring devices and related facilities.

Assists crews with general labor tasks such as site preparation, material handling, and job site cleanup under supervision.

Observes the installation and repair of gas lines, valves, fittings, gas meters, regulators, and related equipment.

Assists in basic inspection and maintenance activities under direct supervision.

Observes gas line locate procedures and may assist with marking under supervision.

Assists with locating gas lines for excavation activities and may observe responses to 811 locate requests.

Observes gas leak survey procedures and the use of leak detection equipment in accordance with applicable regulations and standards.

Learns and follows all safety practices and procedures; participates in safety meetings and training.

Assists with loading, unloading, and transporting materials and equipment.

May operate basic tools and equipment under direct supervision and in accordance with safety guidelines.

Assists with the preparation and maintenance of basic records and reports related to assigned tasks.

Observes customer service interactions, including responses to gas-related concerns and complaints.

Assists with reading and updating maps of the gas distribution system.

Assists with routine maintenance and cleaning of tools and equipment.

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

Observes preventative maintenance procedures for vehicles and equipment.

Maintains positive working relationships with staff and demonstrates professionalism when interacting with the public.

Performs other duties as assigned in a learning and support capacity.

QUALIFICATIONS

The following generally describes the knowledge and ability expected of an intern entering the position and to be developed during the internship.

Knowledge of:

- Basic understanding or interest in natural gas distribution systems.
- General safety practices and procedures related to construction or utility work (preferred but not required)..

Ability to:

- Learn and follow safety rules, regulations, and instructions.
- Work effectively as part of a team under close supervision.
- Perform physical tasks in an outdoor work environment.
- Understand and follow both oral and written instructions.
- Communicate effectively with supervisors and coworkers.
- Demonstrate a willingness to learn and take direction.
- Interact with the public in a courteous and respectful manner.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is generally performed outdoors and requires a considerable amount of physical activity including walking, standing, kneeling, bending, crouching, reaching, stooping, and climbing. The incumbent must have the ability to transport themselves to and from various locations throughout the gas distribution system. Duties require the ability to tolerate an indoor and outdoor work environment which includes contact with dirt, dust, chemicals, cleaning solvents, noise and inclement weather conditions.

Physical: An incumbent must have the ability to lift up to 50 lbs. on a regular basis and must possess the coordination and manual dexterity necessary to operate hand and power tools and equipment utilized in the upkeep, repair and maintenance tasks. Must also possess the ability to lift, carry, push and pull heavy equipment and tools. Work hours may occasionally be required in times of darkness. Vision abilities required include close vision, distance vision, color vision, depth perception, and the ability to adjust focus. The employee occasionally works near moving mechanical parts, in precarious places and is occasionally exposed to fumes or airborne particles, toxic chemicals, risk of electrical shock, and vibration. The noise level may be moderate to intense depending on activity performed.

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and ability is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training

High school student, recent graduate, or college student in a related field (preferred).

Additional Requirement

Must possess a valid driver's license

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
GENERAL FUND						
101-01-142.200 ACCTS. REC.-MERCH. & SERVICES						
101-01-142.200 ACCTS. REC.-MERCH. & SERVICES	Revolving Fund	refund overpayment to Midwest Title	1MAY26	05/12/2026	30.00	.00
Total 101-01-142.200 ACCTS. REC.-MERCH. & SERVICES:					30.00	.00
101-01-550.000 RENTS-LAND/BLDGS/EQUIP						
101-01-550.000 RENTS-LAND/BLDGS/EQUIP	First Interstate Bank	Monthly lease payment for City Hall - June 2026	JUNE2026	05/01/2026	1,600.00	.00
Total 101-01-550.000 RENTS-LAND/BLDGS/EQUIP:					1,600.00	.00
101-01-550.310 MATERIALS & SUPPLIES						
101-01-550.310 MATERIALS & SUPPLIES	Amazon Capital Services	stamp and address lables	1RKY-1GF4-39	04/13/2026	35.32	.00
Total 101-01-550.310 MATERIALS & SUPPLIES:					35.32	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Paper Tiger Shredding	monthly Paper shredding plus addition - City of Wahoo	236075	04/30/2026	74.55	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split April 2026	83229	04/01/2026	38.40	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split May 2026	83424	05/01/2026	38.40	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	City Hall Utilities - 605 N Broadway	5426	05/12/2026	376.60	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	003 - 608 N Linden	7600435T054	05/01/2026	17.09	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	017- downtown cans	7600435T054	05/01/2026	49.95	.00
Total 101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					594.99	.00
101-01-550.410 EDUCATION & TRAINING EXPENSE						
101-01-550.410 EDUCATION & TRAINING EXPENSE	HireRight LLC	drug test - Harrell	P1317101	03/31/2026	65.35	.00
Total 101-01-550.410 EDUCATION & TRAINING EXPENSE:					65.35	.00
101-01-554.630 BUILDING MAINTENANCE						
101-01-554.630 BUILDING MAINTENANCE	Revolving Fund	Toilet Paper	1MAY26	05/12/2026	21.99	.00
Total 101-01-554.630 BUILDING MAINTENANCE:					21.99	.00
101-01-554.650 EQUIPMENT MAINTENANCE						
101-01-554.650 EQUIPMENT MAINTENANCE	Blue Valley Public Safety, I	Preventative maintenance for 4 civil defense sirens	19934	04/26/2026	1,295.00	.00
101-01-554.650 EQUIPMENT MAINTENANCE	Mittan Remodeling	repair and refinish 8 wooden chairs from City Hall	1291	04/23/2026	1,155.88	.00
Total 101-01-554.650 EQUIPMENT MAINTENANCE:					2,450.88	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Caselle, Inc.	Contract Support and maintenance charges 6/1/26-6/30/26	INV-18930	05/01/2026	1,186.40	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email April 2026	83229	04/01/2026	136.20	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
MAINTENANCE	PSP Solutions, LLC	Monthly Computer	83229	04/01/2026	234.00	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Maint/Security April 2026	83424	05/01/2026	149.20	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly Computer	83424	05/01/2026	234.00	.00
Total 101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					1,939.80	.00
101-01-923.010 CONSULTANTS-ATTORNEYS						
101-01-923.010 CONSULTANTS- ATTORNEYS	Bromm, Lindahl, Freeman-	CDBG planning grant	387	03/11/2026	60.00	.00
101-01-923.010 CONSULTANTS- ATTORNEYS	Bromm, Lindahl, Freeman-	Annexation	389	05/08/2026	120.00	.00
101-01-923.010 CONSULTANTS- ATTORNEYS	Bromm, Lindahl, Freeman-	County Econ Dev	389	05/08/2026	280.00	.00
101-01-923.010 CONSULTANTS- ATTORNEYS	Bromm, Lindahl, Freeman-	Asbestos Abatement	389	05/08/2026	200.00	.00
101-01-923.010 CONSULTANTS- ATTORNEYS	Bromm, Lindahl, Freeman-	Emotional Support Animals	389	05/08/2026	100.00	.00
Total 101-01-923.010 CONSULTANTS-ATTORNEYS:					760.00	.00
101-01-923.020 CONSULTANTS-ENGINEERING						
101-01-923.020 CONSULTANTS- ENGINEERING	JEO Consulting Group, Inc.	Dry Run Commons Annexation	173039	04/08/2026	420.00	.00
Total 101-01-923.020 CONSULTANTS-ENGINEERING:					420.00	.00
Total GENERAL FUND:					7,918.33	.00
POLICE FUND						
102-01-550.310 MATERIALS & SUPPLIES						
102-01-550.310 MATERIALS & SUPPLIES	Accredited Security	digital power magazine x3	5644	05/04/2026	829.85	.00
102-01-550.310 MATERIALS & SUPPLIES	Amazon Capital Services	tactical training items	1RKY-1GF4-39	04/13/2026	163.30	.00
102-01-550.310 MATERIALS & SUPPLIES	Amazon Capital Services	office supplies	1RKY-1GF4-39	04/13/2026	73.66	.00
102-01-550.310 MATERIALS & SUPPLIES	Amazon Capital Services	forearm guards	1VGL-9L4G-M	04/27/2026	32.44	.00
Total 102-01-550.310 MATERIALS & SUPPLIES:					1,099.25	.00
102-01-550.320 POSTAGE						
102-01-550.320 POSTAGE	Revolving Fund	PD postage	1MAY26	05/12/2026	20.96	.00
Total 102-01-550.320 POSTAGE:					20.96	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
102-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	Charter Communications	Acct # 260862801 Police Department Internet	260862801050	05/01/2026	340.00	.00
102-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split April 2026	83229	04/01/2026	72.60	.00
102-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split May 2026	83424	05/01/2026	72.60	.00
102-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	Verizon Wireless	Acct #483732120-00001 Police Hotspot	6142756734	05/04/2026	160.04	.00
102-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	Wahoo Utilities	216 W 3rd Street utilities	5426	05/12/2026	318.19	.00
102-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	Waste Connections of NE,	002 - 216 W 3rd	7600435T054	05/01/2026	17.09	.00
Total 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					980.52	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
102-01-550.410 EDUCATION & TRAINING EXPENSE						
102-01-550.410 EDUCATION & TRAINING EXPENSE	Benchmark Government S	meals for training - Jonas	23575	03/09/2026	427.45	.00
102-01-550.410 EDUCATION & TRAINING EXPENSE	Jonas, Caden	reimbursement for milage for academy	43026	04/30/2026	2,389.60	.00
Total 102-01-550.410 EDUCATION & TRAINING EXPENSE:					2,817.05	.00
102-01-550.500 UNIFORM EXPENSE						
102-01-550.500 UNIFORM EXPENSE	Accredited Security	holster	5645	05/04/2026	69.99	.00
102-01-550.500 UNIFORM EXPENSE	Accredited Security	holster	5646	05/04/2026	69.99	.00
102-01-550.500 UNIFORM EXPENSE	SAYLER SCREEN PRINTI	uniform items x11	28204	04/21/2026	123.00	.00
Total 102-01-550.500 UNIFORM EXPENSE:					262.98	.00
102-01-554.630 BUILDING MAINTENANCE						
102-01-554.630 BUILDING MAINTENANCE	K & S Mechanical, LLC	replacement of water heater	0211420	04/29/2026	1,582.50	.00
102-01-554.630 BUILDING MAINTENANCE	Simons Home Store	toilet repair	A336291	04/27/2026	17.77	.00
102-01-554.630 BUILDING MAINTENANCE	Simons Home Store	toilet repair	A336303	04/27/2026	7.89	.00
Total 102-01-554.630 BUILDING MAINTENANCE:					1,608.16	.00
102-01-554.640 CAR/TRUCK MAINTENANCE						
102-01-554.640 CAR/TRUCK MAINTENANCE	Sid Dillon Chevrolet	shocks/ alignment/ transmission fluid/ brake fluid/ replace lower control arm	CVCS1486653	04/22/2026	2,929.18	.00
Total 102-01-554.640 CAR/TRUCK MAINTENANCE:					2,929.18	.00
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly Computer Maint/Security April 2026	83229	04/01/2026	396.00	.00
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	business suscriptions April 2026	83318	04/01/2026	122.40	.00
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly Computer Maint/Security May 2026	83424	05/01/2026	396.00	.00
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	business suscriptions May 2026	83578	05/01/2026	151.40	.00
Total 102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					1,065.80	.00
Total POLICE FUND:					10,783.90	.00
STREET FUND						
103-01-546.110 SALARIES & WAGES						
103-01-546.110 SALARIES & WAGES	Wahoo Utilities	GIS wage reimbursement	41826-GIS	04/18/2026	456.82	.00
103-01-546.110 SALARIES & WAGES	Wahoo Utilities	GIS wage reimbursement	5226-GIS	05/02/2026	370.17	.00
Total 103-01-546.110 SALARIES & WAGES:					826.99	.00
103-01-546.215 EMPLOYEE BENEFITS						
103-01-546.215 EMPLOYEE BENEFITS	Wahoo Utilities	GIS benefits reimbursement	41826-GIS	04/18/2026	58.33	.00
103-01-546.215 EMPLOYEE BENEFITS	Wahoo Utilities	GIS benefits reimbursement	5226-GIS	05/02/2026	58.86	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 103-01-546.215 EMPLOYEE BENEFITS:					117.19	.00
103-01-550.310 MATERIALS & SUPPLIES						
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	marking paint	27396976	03/20/2026	9.99	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	hose	27398583	03/24/2026	6.98	.00
103-01-550.310 MATERIALS & SUPPLIES	O'Reilly Automotive, Inc.	electrical butt splice	5646-330217	04/27/2026	17.33	.00
Total 103-01-550.310 MATERIALS & SUPPLIES:					34.30	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Butler Public Power District	Walking Trail Tunnel Lt	MAY2026	04/30/2026	42.11	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split April 2026	83229	04/01/2026	12.80	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split May 2026	83424	05/01/2026	12.80	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	331 W A Street utilities	5426	05/12/2026	463.54	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	007-316 W A Street	7600435T054	05/01/2026	101.71	.00
Total 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					632.96	.00
103-01-550.420 INSURANCE & BONDS						
103-01-550.420 INSURANCE & BONDS	League Assn of Risk Mana	Insurance for 2 new trucks	115596	03/02/2026	4,935.37	.00
Total 103-01-550.420 INSURANCE & BONDS:					4,935.37	.00
103-01-550.480 ALCOHOL/DRUG TESTING EXPENSE						
103-01-550.480 ALCOHOL/DRUG TESTING EXPENSE	HireRight LLC	drug test - Bohaty	P1317101	03/31/2026	65.35	.00
Total 103-01-550.480 ALCOHOL/DRUG TESTING EXPENSE:					65.35	.00
103-01-550.490 DIGGER'S HOTLINE EXPENSE						
103-01-550.490 DIGGER'S HOTLINE EXPENSE	One Call Concepts	locate tickets	6040233	04/30/2026	40.16	.00
Total 103-01-550.490 DIGGER'S HOTLINE EXPENSE:					40.16	.00
103-01-554.650 EQUIPMENT MAINTENANCE						
103-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	Asphalt patch machine battery	27396941	03/20/2026	211.46	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	hose and pump for Johnston street sweeper	27401961	04/02/2026	299.04	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	battery for back hoe x2	27402072	04/02/2026	249.98	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	hose and filter for street sweeper	27402072	04/02/2026	70.98	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	extension wire for street sweeper	27402144	04/02/2026	10.99	.00
Total 103-01-554.650 EQUIPMENT MAINTENANCE:					842.45	.00
103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE						
103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly Computer Maint/Security April 2026	83229	04/01/2026	78.00	.00
103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email April 2026	83229	04/01/2026	87.80	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email May 2026	83424	05/01/2026	87.80	.00
103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly Computer Maint/Security May 2026	83424	05/01/2026	78.00	.00
Total 103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE:					331.60	.00
103-01-923.020 CONSULTANTS-ENGINEERING						
103-01-923.020 CONSULTANTS- ENGINEERING	JEO Consulting Group, Inc.	Wahoo Urban Drainage Evaluation Phase 2 final bill	171972	02/26/2026	6,725.00	.00
Total 103-01-923.020 CONSULTANTS-ENGINEERING:					6,725.00	.00
103-09-550.360 UTILITIES-ELEC./TELE./GARBAGE						
103-09-550.360 UTILITIES- ELEC./TELE./GARBAGE	Wahoo Utilities	Street Lights	5426	05/12/2026	1,523.46	.00
Total 103-09-550.360 UTILITIES-ELEC./TELE./GARBAGE:					1,523.46	.00
Total STREET FUND:					16,074.83	.00
CEMETERY FUND						
104-01-550.310 MATERIALS & SUPPLIES						
104-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	cemeter foundation forms	A335349	04/16/2026	66.97	.00
Total 104-01-550.310 MATERIALS & SUPPLIES:					66.97	.00
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
104-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	Waste Connections of NE,	016-Sunrise Cemetery	7600435T054	05/01/2026	17.09	.00
Total 104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					17.09	.00
104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email April 2026	83229	04/01/2026	15.00	.00
104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email May 2026	83424	05/01/2026	15.00	.00
Total 104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					30.00	.00
Total CEMETERY FUND:					114.06	.00
PARKS & RECREATION FUND						
105-01-142.600 DUE FROM OTHER FUNDS						
105-01-142.600 DUE FROM OTHER FUNDS	PSP Solutions, LLC	Monthly email April 2026	83229	04/01/2026	103.20	.00
105-01-142.600 DUE FROM OTHER FUNDS	PSP Solutions, LLC	Monthly Computer Maint/Security April 2026	83229	04/01/2026	24.00	.00
105-01-142.600 DUE FROM OTHER FUNDS	PSP Solutions, LLC	Monthly email May 2026	83424	05/01/2026	103.20	.00
105-01-142.600 DUE FROM OTHER FUNDS	PSP Solutions, LLC	Monthly Computer Maint/Security May 2026	83424	05/01/2026	24.00	.00
Total 105-01-142.600 DUE FROM OTHER FUNDS:					254.40	.00
105-01-940.720 OTHER EQUIPMENT						
105-01-940.720 OTHER EQUIPMENT	Bomgaars	pressure washer	27399581	03/27/2026	600.00	.00
105-01-940.720 OTHER EQUIPMENT	Bomgaars	air compressor	27399581	03/27/2026	749.99	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 105-01-940.720 OTHER EQUIPMENT:					1,349.99	.00
Total PARKS & RECREATION FUND:					1,604.39	.00
FIRE FUND						
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split April 2026	83229	04/01/2026	12.80	.00
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split May 2026	83424	05/01/2026	12.80	.00
Total 106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					25.60	.00
106-01-554.630 BUILDING MAINTENANCE						
106-01-554.630 BUILDING MAINTENANCE	Bomgaars	pellets for smoker	27404133	04/08/2026	10.99	.00
106-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Fire Hall mop, towels, mats	5798870	04/28/2026	137.76	.00
Total 106-01-554.630 BUILDING MAINTENANCE:					148.75	.00
106-01-554.650 EQUIPMENT MAINTENANCE						
106-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	battery x4 oil x8	27399245	03/25/2026	594.95	.00
Total 106-01-554.650 EQUIPMENT MAINTENANCE:					594.95	.00
106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email April 2026	83229	04/01/2026	24.60	.00
106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email May 2026	83424	05/01/2026	24.60	.00
Total 106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					49.20	.00
Total FIRE FUND:					818.50	.00
LIBRARY FUND						
108-01-550.310 MATERIALS & SUPPLIES						
108-01-550.310 MATERIALS & SUPPLIES	Revolving Fund	Library paid out	1MAY26	05/12/2026	54.95	.00
108-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	bolt for flag pole and tape	A336632	04/20/2026	30.16	.00
Total 108-01-550.310 MATERIALS & SUPPLIES:					85.11	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split April 2026	83229	04/01/2026	74.80	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split May 2026	83424	05/01/2026	74.80	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Library utilities - sprinklers	5426	05/12/2026	29.54	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Library utilities	5426	05/12/2026	900.00	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	010-Library	7600435T054	05/01/2026	17.09	.00
Total 108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					1,096.23	.00
108-01-550.410 EDUCATION & TRAINING EXPENSE						
108-01-550.410 EDUCATION &						

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
TRAINING EXPENSE	Southeast Library System	2026 SELS Training x3	26018	04/30/2026	75.00	.00
Total 108-01-550.410 EDUCATION & TRAINING EXPENSE:					75.00	.00
108-01-550.560 BOOKS						
108-01-550.560 BOOKS	Amazon Capital Services	books	1RQ7-9Q3J-X	04/24/2026	39.89	.00
108-01-550.560 BOOKS	Cengage Learning Inc.	Books	999102639236	04/22/2026	22.10	.00
108-01-550.560 BOOKS	Ingram	books	96091129	04/26/2026	15.83	.00
108-01-550.560 BOOKS	Ingram	books	96091130	04/23/2026	22.03	.00
108-01-550.560 BOOKS	Ingram	books	96091131	04/23/2026	76.53	.00
108-01-550.560 BOOKS	Ingram	books	96091132	04/23/2026	29.52	.00
108-01-550.560 BOOKS	Ingram	books	96129546	04/24/2026	14.62	.00
108-01-550.560 BOOKS	Ingram	books	96129548	04/24/2026	17.28	.00
108-01-550.560 BOOKS	Ingram	books	96187317	04/28/2026	29.77	.00
108-01-550.560 BOOKS	Ingram	books	96187318	04/28/2026	21.60	.00
108-01-550.560 BOOKS	Ingram	books	96187319	04/28/2026	135.61	.00
108-01-550.560 BOOKS	Ingram	books	96248380	04/30/2026	26.82	.00
108-01-550.560 BOOKS	Ingram	books	96248381	04/30/2026	13.37	.00
108-01-550.560 BOOKS	Ingram	books	96318493	05/04/2026	26.10	.00
Total 108-01-550.560 BOOKS:					491.07	.00
108-01-550.570 PERIODICALS						
108-01-550.570 PERIODICALS	Lincoln Journal Star	52 weeks subscription acct # 118-00079401	51626	04/14/2026	396.79	.00
Total 108-01-550.570 PERIODICALS:					396.79	.00
108-01-550.810 AV/VIDEO AND DIGITAL CONTENT						
108-01-550.810 AV/VIDEO AND DIGITAL CONTENT	Amazon Capital Services	audio video material	1RQ7-9Q3J-X	04/24/2026	20.76	.00
108-01-550.810 AV/VIDEO AND DIGITAL CONTENT	Midwest Tape, LLC	Audio digital	508801087	04/30/2026	498.03	.00
Total 108-01-550.810 AV/VIDEO AND DIGITAL CONTENT:					518.79	.00
108-01-554.630 BUILDING MAINTENANCE						
108-01-554.630 BUILDING MAINTENANCE	Eakes Office Solutions	Bath Tissue	9327906-0	04/24/2026	142.02	.00
108-01-554.630 BUILDING MAINTENANCE	Heartland Office Cleaners	Library Cleaning	26042	05/01/2026	1,040.00	.00
108-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Library Mats	5804624	05/05/2026	27.86	.00
108-01-554.630 BUILDING MAINTENANCE	Simons Home Store	light bulbs	A335867	04/20/2026	14.49	.00
Total 108-01-554.630 BUILDING MAINTENANCE:					1,224.37	.00
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email April 2026	83229	04/01/2026	62.40	.00
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly billing	83319	04/01/2026	484.00	.00
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email May 2026	83424	05/01/2026	62.40	.00
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly billing	83579	05/01/2026	484.00	.00
Total 108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					1,092.80	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total LIBRARY FUND:					4,980.16	.00
DEBT SERVICE FUND						
110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Caselle, Inc.	Contract Support and maintenance charges 6/1/26-6/30/26	INV-18930	05/01/2026	208.00	.00
Total 110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					208.00	.00
Total DEBT SERVICE FUND:					208.00	.00
CAPITAL IMPROVEMENT FUND						
111-01-923.060 CONSULTANTS - OTHER						
111-01-923.060 CONSULTANTS - OTHER	JEO Consulting Group, Inc.	Wahoo City Facilities Planning - EDU and Outreach through 3/13/26	172526	03/19/2026	1,556.25	.00
111-01-923.060 CONSULTANTS - OTHER	JEO Consulting Group, Inc.	Wahoo Public Safety Building - Concept Design prof services through 3/27/26	172849	04/02/2026	10,500.00	.00
Total 111-01-923.060 CONSULTANTS - OTHER:					12,056.25	.00
Total CAPITAL IMPROVEMENT FUND:					12,056.25	.00
SOLID WASTE FUND						
114-01-550.361 RECYCLING EXPENSE						
114-01-550.361 RECYCLING EXPENSE	Paper Tiger Shredding	Shred Day Event - Wahoo Library	237283	04/30/2026	600.00	.00
Total 114-01-550.361 RECYCLING EXPENSE:					600.00	.00
Total SOLID WASTE FUND:					600.00	.00
BUILDING & ZONING FUND						
115-01-546.110 SALARIES & WAGES						
115-01-546.110 SALARIES & WAGES	Wahoo Utilities	Reimbursement of Dave Henke's time	5226-DH	05/02/2026	275.00	.00
Total 115-01-546.110 SALARIES & WAGES:					275.00	.00
115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
115-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split April 2026	83229	04/01/2026	6.40	.00
115-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split May 2026	83424	05/01/2026	6.40	.00
Total 115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					12.80	.00
115-01-550.390 MEMBERSHIP & CERTIF. DUES						
115-01-550.390 MEMBERSHIP & CERTIF. DUES	International Code Council	Membership for Travis Beavers (exp 5/31/2027)	Q15.00042053	03/03/2026	170.00	.00
115-01-550.390 MEMBERSHIP & CERTIF. DUES	NFPA	ID # 2909203 Membership in NFPA (thru 4/30/27)	3105531M	04/22/2026	225.00	.00
Total 115-01-550.390 MEMBERSHIP & CERTIF. DUES:					395.00	.00
115-01-550.980 OCCUPANCY CERT DEP REFUND						
115-01-550.980 OCCUPANCY CERT DEP REFUND	Don Johnson Homes	Refund Occupancy 181 E 19th Street B-27-25	B-64-25	08/27/2025	500.00	.00
115-01-550.980 OCCUPANCY CERT DEP REFUND	Don Johnson Homes	Refund Occupancy 2150 N Linden B-65-25	B-65-25	08/27/2025	500.00	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 115-01-550.980 OCCUPANCY CERT DEP REFUND:					1,000.00	.00
115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email April 2026	83229	04/01/2026	15.00	.00
115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly Computer Maint/Security April 2026	83229	04/01/2026	78.00	.00
115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email May 2026	83424	05/01/2026	15.00	.00
115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly Computer Maint/Security May 2026	83424	05/01/2026	78.00	.00
Total 115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					186.00	.00
115-01-923.010 CONSULTANTS-ATTORNEYS						
115-01-923.010 CONSULTANTS- ATTORNEYS	Bromm, Lindahl, Freeman-	Zupancic Fence Issue	388	04/07/2026	140.00	.00
Total 115-01-923.010 CONSULTANTS-ATTORNEYS:					140.00	.00
Total BUILDING & ZONING FUND:					2,008.80	.00
EMS						
121-01-550.355 MEDICAL SUPPLIES						
121-01-550.355 MEDICAL SUPPLIES	BoundTree Medical LLC	Medical supplies	86186363	04/28/2026	26.01	.00
121-01-550.355 MEDICAL SUPPLIES	BoundTree Medical LLC	Medical supplies	86186364	04/28/2026	46.32	.00
121-01-550.355 MEDICAL SUPPLIES	BoundTree Medical LLC	Medical supplies	86195245	05/05/2026	231.84	.00
121-01-550.355 MEDICAL SUPPLIES	Stryker Sales LLC	medical supplies	9212176604	04/29/2026	150.80	.00
121-01-550.355 MEDICAL SUPPLIES	Teleflex Life Sciences II LL	medical supplies	9509866248	04/14/2025	1,330.00	.00
121-01-550.355 MEDICAL SUPPLIES	Teleflex Life Sciences II LL	medical supplies	9510238779	07/07/2025	665.00	.00
121-01-550.355 MEDICAL SUPPLIES	Teleflex Life Sciences II LL	medical supplies	9510897672	12/04/2025	665.00	.00
Total 121-01-550.355 MEDICAL SUPPLIES:					3,114.97	.00
121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
121-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split April 2026	83229	04/01/2026	19.20	.00
121-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly phone split May 2026	83424	05/01/2026	19.20	.00
121-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	Wahoo Utilities	Fire Hall utilities	5426	05/12/2026	589.85	.00
121-01-550.360 UTILITIES- ELEC./TELE./GARBAGE	Waste Connections of NE,	009 - Fire Hall	7600435T054	05/01/2026	42.80	.00
Total 121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					671.05	.00
121-01-550.410 EDUCATION & TRAINING EXPENSE						
121-01-550.410 EDUCATION & TRAINING EXPENSE	Southeast Community Coll	EMT Course - Moffatt	38451	05/06/2026	1,370.00	.00
Total 121-01-550.410 EDUCATION & TRAINING EXPENSE:					1,370.00	.00
121-01-550.700 CONTRACTED BILLING FEES						
121-01-550.700 CONTRACTED BILLING FEES	One Billing Solutions, LLC	Monthly Billing	INV279224	05/01/2026	4,760.05	.00
Total 121-01-550.700 CONTRACTED BILLING FEES:					4,760.05	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email April 2026	83229	04/01/2026	50.77	.00
121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly email May 2026	83424	05/01/2026	49.80	.00
121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Samsara Inc.	subscription for license for dash cam 4/17/26-4/17/27	315019554916	04/17/2026	1,890.00	.00
Total 121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					1,990.57	.00
Total EMS:					11,906.64	.00
Grand Totals:					69,073.86	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

REQUEST FOR REASONABLE ACCOMMODATION

This request is per Wahoo Municipal Code Chapter 99, The Rehabilitation Act, The Americans with Disabilities Act, the Federal Fair Housing Amendments Act, and The Nebraska Fair Housing Act.

Purpose: To provide or secure equal opportunity to use and enjoy a dwelling and/or otherwise receive services or participate in programs or activities provided by the City when the application of a City of Wahoo building code, fire or safety code, zoning law or other land use regulation, policy or practice acts as a barrier to such equal opportunities.

A request for reasonable accommodation may include a modification or exception to rules, standards and practices when such modification or exception is necessary to eliminate regulatory barriers and provide a person with a disability or handicap with equal opportunity to use and enjoy a dwelling and/or to otherwise receive services or participate in programs or activities provided by the City.

APPLICANT

Name (printed): Magen Schachta

Street address: 137 W 3rd Street

City/State/ZIP: Wahoo, NE 68066

Email address: mmcfadden1988@hotmail.com

Phone #: () _____

LOCATION FOR REQUESTED ACCOMMODATION

Street address: 137 W 3rd Street Wahoo, NE 68066

Legal description: BALANCE Lot 4 ALL LOT 5 BLOCK 169 SECOND COUNTY ADDITIION TO WAHOO

Assessor's parcel #: 006341500

Current actual use of the property: Single Family Residence

Law, provision, regulation or policy from which reasonable accommodation is being requested:

The prohibition of keeping poultry within Wahoo City limits

The following items must be ATTACHED to the application.

- A statement from the applicant describing the basis for the claim that the individual (or group of individuals, if application is made by an entity acting on behalf of a person or persons with disabilities or handicaps) is considered disabled or handicapped under the Acts.
- A statement as to why the requested accommodation is financially, therapeutically, or otherwise necessary to afford a handicapped or disabled person equal opportunity to use and enjoy a dwelling and/or to otherwise receive services or participate in programs provided by the City.
- Documentation supporting the financial, therapeutic, or other necessity for the accommodation.

Dated this 5 day of May, 2026.

Maggie Schachta

Printed Name of Applicant

Maggie Schachta Digitally signed by Maggie Schachta
Date: 2026.05.05 13:03:38 -05'00'

Signature of Applicant

NOTE: Upon the filing of the application, together with all information required above, the City Council shall refer a request for reasonable accommodation to the City Administrator and Mayor who will then together issue a written recommendation to the City Council at a public hearing.

***Return completed application to City Clerk, 608 N Linden, Ste 2,
PO Box 398, Wahoo, NE 68066***

Questions? Contact the City Clerk at (402) 443-3222.

AGENDA REQUEST WORKSHEET

Date of request: 5-4-2026

Date of Council Meeting for item to be on agenda: 5-12-2026

Item requested by: Chase Landry

Agenda item: Consideration of adopting a city ordinance prohibiting sex offenders from residing within 500 feet of childcare facilities and/or schools as defined in NRS §29-4017 and §29-4016

Explanation: Registered and convicted child sexual offenders should not be allowed to reside within 500 feet of schools/daycares. They are currently allowed to because Wahoo has no such ordinance prohibiting them. Help protect our kids.

Contact person – include address, email address, etc.: Chase Landry 544 W. 9th St. Wahoo callar1106@gmail.com 531-721-4075

Items to be included in Council packet? (Yes or no and what are they) NRS statutes granting municipal authority to regulate, municipal code from local cities, map of current offenders, map of current DHS licensed facilities, list of registered sex offenders that currently live within 500 feet of schools or child care facilities in Wahoo.

29-4017. Political subdivision restrictions on sex offender residency; requirements.

(1) A political subdivision may enact an ordinance, resolution, or other legal restriction prescribing where sex offenders may reside only if the restrictions are limited to sexual predators, extend no more than five hundred feet from a school or child care facility, and meet the requirements of subsection (2) of this section.

(2) An ordinance, resolution, or other legal restriction enacted by a political subdivision shall not apply to a sexual predator who:

(a) Resides within a prison or a correctional or treatment facility operated by the state or a political subdivision;

(b) Established a residence before July 1, 2006, and has not moved from that residence; or

(c) Established a residence after July 1, 2006, and the school or child care facility triggering the restriction was established after the initial date of the sexual predator's residence at that location.

(3) Any ordinance, resolution, or other legal restriction prescribing where sex offenders may reside which does not meet the requirements of this section is void, regardless of whether such ordinance, resolution, or legal restriction was adopted prior to, on, or after July 14, 2006.

Source: Laws 2006, LB 1199, § 29.

29-4016. Terms, defined.

For purposes of the Sexual Predator Residency Restriction Act:

(1) Child care facility means a facility licensed pursuant to the Child Care Licensing Act;

(2) Political subdivision means a village, a city, a county, a school district, a public power district, or any other unit of local government;

(3) School means a public, private, denominational, or parochial school which meets the requirements for accreditation or approval prescribed in Chapter 79;

(4) Sex offender means an individual who has been convicted of a crime listed in section 29-4003 and who is required to register as a sex offender pursuant to the Sex Offender Registration Act; and

(5) Sexual predator means an individual who is required to register under the Sex Offender Registration Act, who has committed an aggravated offense as defined in section 29-4001.01, and who has victimized a person eighteen years of age or younger.

Source: Laws 2006, LB 1199, § 28; Laws 2009, LB285, § 12.

Cross References

Child Care Licensing Act, see section 71-1908.

Sex Offender Registration Act, see section 29-4001.

29-4001.01 . Terms, defined.

For purposes of the Sex Offender Registration Act:

(1) Aggravated offense means any registrable offense under section 29-4003 which involves the penetration of, direct genital touching of, oral to anal contact with, or oral to genital contact with (a) a victim age thirteen years or older without the consent of the victim, (b) a victim under the age of thirteen years, or (c) a victim who the sex offender knew or should have known was mentally or physically incapable of resisting or appraising the nature of his or her conduct;

(2) DNA sample has the same meaning as in section 29-4103;

(3) Habitual living location means any place that an offender may stay for a period of more than three days even though the sex offender maintains a separate permanent address or temporary domicile;

(4) Minor means a person under eighteen years of age;

(5) State DNA Database means the database established pursuant to section 29-4104; and

(6) Temporary domicile means any place at which the person actually lives or stays for a period of at least three working days.

Source: Laws 2009, LB97, § 24; Laws 2009, LB285, § 3; Laws 2015, LB292, § 5.

Annotations

Following the 2009 amendments to the Sex Offender Registration Act, a sentencing court has the authority to find that a defendant committed an aggravated offense as defined in subdivision (1) of this section. *State v. Wilson*, 306 Neb. 875, 947 N.W.2d 704 (2020).

When a defendant pleads to an offense, such as first degree sexual assault pursuant to section 28-319, where the term "aggravated offense" is not a specifically included element of the offense, in order for lifetime community supervision to apply, a jury would need to find that the defendant had committed an aggravated offense, or the defendant must plead separately to the commission of an aggravated offense. *State v. Nelson*, 27 Neb. App. 748, 936 N.W.2d 32 (2019).

To constitute "direct genital touching" for purposes of finding an aggravated offense under this section, there must be evidence that the actor touched the victim's genitals under the victim's clothing. *State v. Kresha*, 25 Neb. App. 543, 909 N.W.2d 93 (2018).

The following individuals currently live within 500 feet of a school or Nebraska DHHS licensed childcare facility as defined in 29-4016

Daniel Strong 3/17/1950, within 500 feet of the Wahoo Public Middle School – Sexual Assault of a Child 3rd Degree - 25 year SOR offender

Dutch Cheevers 5/12/1990, within 500 feet of First Step Preschool – Child Abuse, 15 year SOR offender

Joshua Hagaman 2/13/1986, within 500 feet of Everyday Adventures Child Care – Sexual Assault of a Child 3rd Degree, 25 year SOR offender

Article 7 – Sex Offenders

(Adopted by Ord. 649, 12-20-05) (Am. by Ord. 653, 6-20-06)

SECTION 3-701: DEFINITIONS

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Child care facility” shall mean a facility licensed pursuant to the child care licensing act of the State of Nebraska.

“Reside” shall mean to sleep, live, or dwell at a place, which may include more than one location, and may be mobile or transitory.

“Residence” shall mean a place where an individual sleeps, lives or dwells, which may include more than one location, and may be mobile or transitory.

“School” shall mean a public, private, denominational, or parochial school which meets the requirements for state accreditation or approval.

“Sex offender” shall mean an individual who has been convicted of a crime listed under Neb. Rev. Stat. §29-4003 and who is required to register as a sex offender pursuant to the Sex Offender Registration Act, Neb. Rev. Stat. §29-4001 to §29-4713, inclusive, or any amendments thereto.

SECTION 3-702: RESIDENCY RESTRICTIONS

It is unlawful for any sex offender to reside within 500 feet from a school or child care facility. For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the residence to the nearest outer property line of the school or child care facility.

SECTION 3-703: EXCEPTIONS

This article shall not apply to a sex offender who:

1. Resides within a prison or correctional or treatment facility;
2. Established a residence before July 1, 2006, and has not moved from that residence; or
3. Established a residence after July 1, 2006, and the school or child care facility triggering the restriction was established after the initial date of the sexual predator's residence at that location.

Weston

SEXUAL PREDATORS

§ 130.45 FINDINGS AND INTENT.

(A) The Nebraska Legislature has found that certain sex offenders present a high risk to commit repeat offenses and has enabled municipalities to restrict such persons' place of residency as provided in the Sexual Predator Residency Restriction Act, being Neb. RS 29-4015 et seq.

(B) Repeat sex offenders who use physical violence and prey on children are sexual perpetrators who present an extreme threat to public safety. Certain sex offenders are extremely likely to use physical violence or to repeat their offenses. These offenders commit many offenses and have many more victims than are ever reported and are prosecuted for only a fraction of their crimes. This makes the cost of sex offender victimization to society at large while incalculable extremely exorbitant.

(C) It is the intent of this subchapter to serve the village's compelling interest to promote, protect and improve the health safety and welfare of the citizens of the village by creating certain areas around locations where children regularly congregate in concentrated numbers where certain sex offenders cannot reside.

(Ord. 2006-02, passed 6-12-2006)

§ 130.46 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CHILD CARE FACILITY. A place with a license issued under the Nebraska Child Care Licensing Act, being Neb. RS 71-1908 to 71-1923 as currently existing or hereafter amended. It shall include licensed places both inside and outside of the corporate limits of the village.

RESIDE. To sleep, live or dwell at a place, which may include more than one location, and may be mobile or transitory.

RESIDENCE. A place where the person regularly sleeps, where the person has established his or her home, where he or she is habitually present and to which when he or she departs or if he or she intends to return. A **RESIDENCE** may include more than one location and may be mobile or transitory. **RESIDENCY** may be shown by among other evidence, receipt of mail at the premises or identification of the premises as a **RESIDENCE** on a driver's license, vehicle registration or other document.

SCHOOL. A public, private, denominational or parochial school which meets the requirements for state accreditation or approval.

SEXUAL PREDATOR. An individual who is required to register under the Sex Offender Registration Act, who has been classified as Level 3 because of a high risk of recidivism as determined by the state patrol under Neb. RS 29-4013, and who has victimized a person 18 years of age or younger.

(Ord. 2006-02, passed 6-12-2006)

§ 130.47 SEX OFFENDER RESIDENCE PROHIBITIONS.

(A) *Prohibited location of residence.* It is unlawful for any sexual predator to reside within 500 feet from a school or child care facility.

(B) *Measurement of distance.* For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the

B. *Aiding and Abetting Public Nudity.* It shall be unlawful for anyone to aid, abet, assist, or direct another person to intentionally appear in a state of total or partial nudity in a public place, in any place open to the public, or while employed in providing any service, product, or entertainment in any business or commercial establishment.

C. *Definitions.*

1. "Nudity" means the showing of the human male or female genitals, buttocks, or pubic area, with less than a fully opaque covering; the showing of the female breast with less than a full opaque covering of any portion thereof below the top of the nipple; the exposure of any device, costume, or covering which gives the appearance of or simulates the genitals, pubic hair, natal cleft, perineum anal region, or pubic hair region, or the exposure of any device worn as a cover over the nipples and/or areola of the female breast, which device simulates and gives the realistic appearance of nipples and/or areola.
2. "Public place" includes all outdoor places owned by or open to the general public and all buildings and enclosed places owned by or open to the general public, including such places of entertainment, taverns, restaurants, clubs, theaters, dance halls, banquet halls, party rooms, or halls limited to specific members, restricted to adults or to patrons invited to attend, whether or not an admission charge is levied.

SECTION 3-112: SEX OFFENDERS AND PREDATORS

A. For purposes of this ordinance:

1. "Childcare facility" means a facility licensed pursuant to the Child Care Licensing Act;
2. "Reside" means to sleep, live, or dwell at a place, which may include more than one location and may be mobile or transitory;
3. "Residence" means a place where an individual sleeps, lives, or dwells, which may include more than one location and may be mobile or transitory;
4. "School" means a public, private, denominational, or parochial school which meets the requirements for state accreditation or approval;
5. "Sex offender" means an individual who has been convicted of a crime listed in Neb. Rev. Stat. §§29-4003 and who is required to register as a sex offender pursuant to the Sex Offender Registration Act; and
6. "Sexual predator" means an individual required to register under the Sex Offender Registration Act, who has committed an aggravated offense as defined in Neb. Rev. Stat. §§29-4001.01 and who has victimized a person

18 years of age or younger.

B. It is unlawful for any sex offender or sexual predator who is subject to the Nebraska Sex Offender Registration Act or similar requirement of another State to reside within 500 feet from a school or childcare facility. For purposes of determining the minimum distance separation, the distance shall be measured by following a straight line from the outer property line of the residence to the nearest outer boundary line of the school or childcare facility.

C. This ordinance shall not apply to a sex offender or sexual predator who (1) resides within a prison or correctional or treatment facility operated by the state or a political subdivision; (2) established a residence before July 1, 2006, and has not moved from that residence; or (3) established a residence after July 1, 2006, and the school or childcare facility triggering the restriction was established after the initial date of the sex offender's or sexual predator's residence at that location.

Neb. Rev. Stat. §§29-4016, 29-4017)

SECTION 3-113: WINDOW PEEPING

It shall be unlawful for any person to go upon the premises of another and look or peep into any window, door, or other opening in any building located thereon which is occupied as a place of abode.

SECTION 3-114: STALKING

A. Any person who willfully harasses another person or a family or household member of such person with the intent to injure, terrify, threaten, or intimidate commits the offense of stalking.

B. For purposes of this section, the following definitions shall apply:

1. "Harass" means to engage in a knowing and willful course of conduct directed at a specific person which seriously terrifies, threatens, or intimidates the person and which serves no legitimate purpose;
2. "Course of conduct" means a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose, including a series of acts of following, detaining, restraining the personal liberty of, or stalking the person or telephoning, contacting, or otherwise communicating with the person;
3. "Family or household member" means a spouse or former spouse of the victim, children of the victim, a person presently residing with the victim or who has resided with the victim in the past, a person who had a child in common with the victim, other persons related to the victim by consanguinity or affinity, or any person presently involved in a dating relationship with the victim or who has been involved in a dating relationship with the victim.

Article 6 – Sexual Predators

SECTION 3-601: DEFINITIONS

For purposes of this ordinance:

“Child care facility” means a facility licensed pursuant to the Child Care Licensing Act;

“Reside” means to sleep, live, or dwell at a place, which may include more than one location and may be mobile or transitory;

“Residence” means a place where an individual sleeps, lives, or dwells, which may include more than one location, and may be mobile or transitory;

“School” means a public, private, denominational, or parochial school which meets the requirements for state accreditation or approval;

“Sex offender” means an individual who has been convicted of a crime listed in Nebr. Rev. Stat. §29-4003 and who is required to register as a sex offender pursuant to the Sex Offender Registration Act; and

“Sexual predator” means an individual required to register under the Sex Offender Registration Act, who has committed an aggravated offense as defined in Neb. Rev. Stat. §29-4001.01 and who has victimized a person 18 years of age or younger.
(Neb. Rev. Stat. §29-4016)

SECTION 3-602: RESIDENCY RESTRICTIONS

It is unlawful for any sexual predator to reside within 500 feet from a school or child care facility. For purposes of determining the minimum distance separation, the distance shall be measured by following a straight line from the outer property line of the residence to the nearest outer boundary line of the school or child care facility. (Neb. Rev. Stat. §29-4017)

SECTION 3-603: EXCEPTIONS

This ordinance shall not apply to a sexual predator who (A) resides within a prison or correctional or treatment facility operated by the state or a political subdivision; (B) established a residence before July 1, 2006, and has not moved from that residence; or (C) established a residence after July 1, 2006, and the school or child care facility triggering the restriction was established after the initial date of the sexual predator's residence at that location. (Neb. Rev. Stat. §29-4017)

CODE Chapter 6

be immediately removed. Weeds and grass clippings are not to be mowed or to remain on any streets or sidewalks within village limits. Upon the failure of the owner, lessee, or occupant having control of any such real estate to cut and clear the said weeds, grasses and worthless vegetation as set forth hereinbefore, the same shall be declared a nuisance and notice provided as set forth in Chapter 4. In the event the property owner is a non-resident of the county in which the property lies, the Municipality shall, before levying any special assessment against that property, send a copy of any notice required by law to be published by means of certified mail, return receipt requested, to the last known address of the non-resident property owner. The last known address shall be that address listed on the current tax rolls at the time such required notice was first published. (*Ref. 17-563.01, 18-1719, 18-1720, 28-1321 RS Neb.*) (*Amended by Ord. No. 311, 8/4/87; Ord. No. 545, 2/8/05; Ord. No. 735; 11/12/19; Ord. No. 820, 9/12/23*)

§6-311 CURFEW IN PARKS; PERMIT REQUIRED.

No one shall be permitted in the village park or parks after ten thirty (10:30) P.M., unless attending a function for which a Park Permit has previously been obtained. Anyone desiring to have a function in the village park which may result in persons attending the function in the park after ten thirty (10:30) P.M. shall first obtain a permit for the function, which permit shall be in a form prescribed by the Village Clerk, and which permit shall be obtained from the Village Clerk in advance of the function. (*Ord. No. 246, 7/6/82*)

§6-312 MISDEMEANORS; CURFEW.

It shall be unlawful for any minor under the age of eighteen (18) years to ride in or operate any vehicle in or upon any street, alley, or other public place, or to loiter, wander, stroll, loaf, or play in or upon any of the streets, alleys, or other public places between the hours of twelve (12:00) o'clock Midnight of any day and five (5:00) o'clock A.M. of the following day unless accompanied by a parent, guardian or other adult person having the care, custody or control of said minor, or the minor is engaged in lawful employment or is on an emergency errand; Provided, when an activity of the kind normally attended by minors under eighteen (18) years of age, within the Village, terminates after, or less than one (1) hour prior to twelve (12:00) o'clock Midnight. The curfew shall commence one (1) hour after the termination of such activity. (*Ord. No. 340, 12/4/89*)

§6-313 SEX OFFENDERS; FINDINGS AND INTENT.

- A. The Nebraska Legislature has found that certain sex offenders present a high risk to commit repeat offenses and has enabled municipalities to restrict such persons' place of residency as provided in the Sexual Predator Residency Restriction Act.
- B. Sex offenders who prey on children and who are high risks to repeat such acts present an extreme threat to public safety. The cost of sex offender victimization to these children and to society at large, while incalculable, is exorbitant.
- C. It is the intent of this ordinance to serve the Village's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the Village by creating certain areas around locations where children regularly congregate in concentrated numbers where certain sexual predators cannot reside.

(*Ord. No. 547, 4/11/06; Amended by Ord. No. 554, 6/13/06*)

§6-314 DEFINITIONS. For purposes of this ordinance:

1. Child care facility means a facility licensed pursuant to the Child Care Licensing Act;
2. School means a public, private, denominational, or parochial school which meets the requirements for state accreditation or approval;
3. Reside means to sleep, live, or dwell at a place, which may include more than one location, and may be mobile or transitory;
4. Residence means a place where an individual sleeps, lives, or dwells, which may include more than one (1) location, and may be mobile or transitory;
5. Sex offender means an individual who has been convicted of a crime listed in Nebr. Rev. Stat. Section 29-4003 and who is required to register as a sex offender pursuant to the Sex Offender Registration Act; and
6. Sexual predator means an individual who is required to register under the Sex Offender Registration Act, who has committed an aggravated offense as determined by the Nebraska State Patrol under Nebr. Rev. Stat. Section 29-4013, and who has victimized a person eighteen (18) years of age or younger.

CODE Chapter 6

(Ord. No. 547, 4/11/06; Amended by Ord. No. 616, 5/10/11)

§6-315 SEXUAL PREDATOR RESIDENCY RESTRICTIONS; PENALTIES; EXCEPTIONS.

- A. **PROHIBITED LOCATION OF RESIDENCE.** It is unlawful for any sexual predator to reside within five hundred (500') feet from a school or childcare facility.
- B. **MEASURE OF DISTANCE.** For purposes of determining the minimum distance separation, the distance shall be measured by following a straight line from the outer property line of the residence to the nearest outer boundary line of the school or child care facility.
- C. **PENALTIES.** A person who violates this Section as provided in this Chapter of the code shall be punished as provided generally in the code.
- D. **EXCEPTIONS.** This ordinance shall not apply to a sexual predator who:
 - 1. Resides within a prison or correctional or treatment facility operated by the state or a political subdivision;
 - 2. Established a residence before July 1, 2006, and has not moved from that residence; or
 - 3. Established a residence after July 1, 2006, and the school or childcare facility triggering the restriction was established after the initial date of the sexual predator's residence at that location.

(Statutory Reference: The Sexual Predator Residency Restriction Act, Laws 2006, LB 1199, §§27 to 29; Neb. Rev. Stat. Sec. 29-4003 and Sec. 29-4013) (Ord. No. 547, 4/11/06; Amended by Ord. No. 554, 6/13/06)

Article 4. Penal Provisions

§6-401 VIOLATION; PENALTY.

Any person, who shall violate or refuse to comply with the enforcement of any of the provisions of this Chapter, set forth at full length herein or incorporated by reference shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined not more than five hundred (\$500.00) dollars for each offense. A new violation shall be deemed to have been committed every twenty-four (24) hours of such failure to comply. (Ref. 18-2315 RS Neb) (Amended by Ord. 661, 5/12/15)

Should any Section, paragraph, sentence or word of this Chapter be declared invalid for any reason, it is the intent of the Chairman and Board of Trustees that all other portions of this Chapter would be passed independent of the elimination here from of any such portion as may be declared invalid. (Amended by Ord. No. 248, 12/6/82)

§6-402 ABATEMENT OF NUISANCE.

Whenever a nuisance exists as defined in this Chapter, the Municipality may proceed by a suit in equity to enjoin and abate the same, in the manner provided by law. Whenever, in any action, it is established that a nuisance exists, the court may together with the fine or penalty imposed, enter an order of abatement as part of the judgment in the case. (Ref. 18-1720, 18-1722 RS Neb.)

§6-502 RETURNED CHECK.

A twenty (\$20.00) dollar check return fee shall be assessed on all insufficient funds and / or no-account checks. (Ord. No. 528, 5/13/03)

Article 4 – Sexual Predators

§6-401 FINDINGS AND INTENT

(1) Sexual predators who use physical violence and prey on children present an extreme threat to public safety. Sexual predators are extremely likely to use physical violence or to repeat their offenses. Most sexual predators commit many offenses, have many more victims that are never reported, and are prosecuted for only a fraction of their crimes. This makes the cost of sex offender victimization to society at large, while incalculable, extremely exorbitant.

(2) It is the intent of this article to serve the City's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the City by creating certain areas around locations where children regularly congregate in concentrated numbers where certain sexual predators are prohibited from establishing temporary or permanent residence.

(Ord No. 1014, 11/17/05) (Am. by Ord No. 1025, 6/20/06)

§6-402 DEFINITIONS

The following words, terms and phrases, when used in this article, shall have the following meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

“Child care facility” shall mean a facility licensed pursuant to the Nebraska Child Care Licensing Act.

“Reside” or “residence” shall mean a place where a person abides, lodges, lives or sleeps for five or more aggregate working days.

“School” shall mean any public, private, denominational or parochial school that meets the requirements for accreditation or approval prescribed by Nebraska law.

“Sexual predator” shall mean an individual who is required to register under Nebraska Sex Offender Registration Act, who has a high risk of recidivism as determined by the Nebraska State Patrol under Neb. Rev. Stat. §29-4013, and who has victimized a person 18 years of age or younger.

(Ord No. 1014, 11/17/05) (Am. by Ord. No. 12025, 6/20/06)

§6-403 SEX OFFENDER RESIDENCY

(1) *Prohibited Location of Residence.* It is unlawful for any sexual predator to reside within 500 feet of any school or child care facility.

(2) *Measurement of Distance.* For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the residence to the nearest outer property line of a school or child care facility.

(3) *Penalties.* A person who violates this section shall be punished by a fine not exceeding \$500.00 for each violation. Each day that a person is in violation of this section shall constitute a separate offense and violation.

(4) *Exceptions.* A person residing within 500 feet of any school or child care facility does not commit a violation of this section if any of the following apply:

(a) The person was a minor when he/she committed the offense or is a minor and not subject to the Nebraska Sex Offender Registration Act because he/she was not convicted as an adult;

(b) The person resides within a prison or a correctional or treatment facility operated by the State or a political subdivision;

(c) The person established residence before July 1, 2006, and has not moved from that residence; or

(d) That person established a residence after July 1, 2006, and the school or child care facility triggering the restriction was established after the initial date of the sexual predator's residence at that location.

(Ord. No. 1014, 11/17/05) (Am. by Ord. No. 1025, 6/20/06)

§6-404 PROPERTY OWNERS; PENALTIES

(1) It is unlawful to let or rent any place, structure or part thereof, trailer or other conveyance with the knowledge that it will be used as residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to this article.

(2) A property owner's failure to comply with the provisions of this section shall constitute a violation of this section and shall subject the property owner to a fine of \$500.00. The City may seek any other relief as otherwise provided by law. Each day a person is in violation of this section shall constitute a separate offense and violation.

(Ord. No. 1014, 11/17/05) (Am. by Ord. No. 1025, 6/20/06)

CHAPTER 132: SEX OFFENDER REGISTRY

Section

- 132.01 Findings
- 132.02 Definitions
- 132.03 Sex offender residence prohibition
- 132.04 Exceptions

- 132.99 Penalty

§ 132.01 FINDINGS.

(A) The Nebraska Legislature has found that certain sex offenders present a high risk to commit repeat offenses and has enabled municipalities to restrict such persons' place of residency as provided in the Sexual Predator Residency Restriction Act.

(B) Sex offenders who prey upon children and who are at high risk to repeat such offenses present an extreme threat to public safety. The cost of sex offender victimization to children and to society at large, while incalculable, is exorbitant.

(C) It is the intent of this chapter to serve the village's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the village. To wit, by creating certain areas and locations where children regularly congregate in concentrated numbers as areas where sexual predators are prohibited from establishing temporary or permanent residence.

(Ord. 2006-6, passed 5-18-2006)

§ 132.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CHILD CARE FACILITY. Any facility licensed pursuant to the Child Care Licensing Act, being Neb. RS 71-1908 et seq.

RESIDE. To sleep, live, dwell, abide or lodge at a place, which may include more than one location, whether fixed, mobile or transitory.

RESIDENCE. A place where the person abides, lodges or resides, which may include more than one location, whether fixed, mobile, or transitory.

SCHOOL. Any public, private, denominational or parochial school which meets the requirements for state accreditation or approval.

SEXUAL PREDATOR. Anyone subject to the Nebraska Sex Offender Registration Act (Neb. RS 29-4016) or any amendments thereto, who has a high risk of recidivism and is classified as a sex offender

as determined by the Nebraska State Patrol under Neb. RS 29-4016, and who has victimized a person 18 years of age or younger.

(Ord. 2006-6, passed 5-18-2006)

§ 132.03 SEX OFFENDER RESIDENCE PROHIBITION; EXCEPTIONS.

(A) *Prohibited location of residence.* It is unlawful for any person who is a sexual predator as defined by § 132.02, to reside within 500 feet of any school or child care facility.

(B) *Measurement of distance.* For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the residence to the nearest outer property line of the school or child care facility.

(Ord. 2006-6, passed 5-18-2006) Penalty, see § 132.99

§ 132.04 EXCEPTIONS.

A person residing within 500 feet of any school or child care facility does not commit a violation of this chapter if any of the following apply:

(A) The school or child care facility within 500 feet of the persons residence was opened after the person established the residence and reported and registered the residence pursuant to the Sex Offender Registration Act;

(B) The residence was established by the person prior to July 1, 2006, and that person has not moved, and the residence was reported and registered in accordance with the Nebraska Sex Offender Registration Act; or

(C) Resides within a prison or correctional facility or treatment facility operated by the state or a political subdivision.

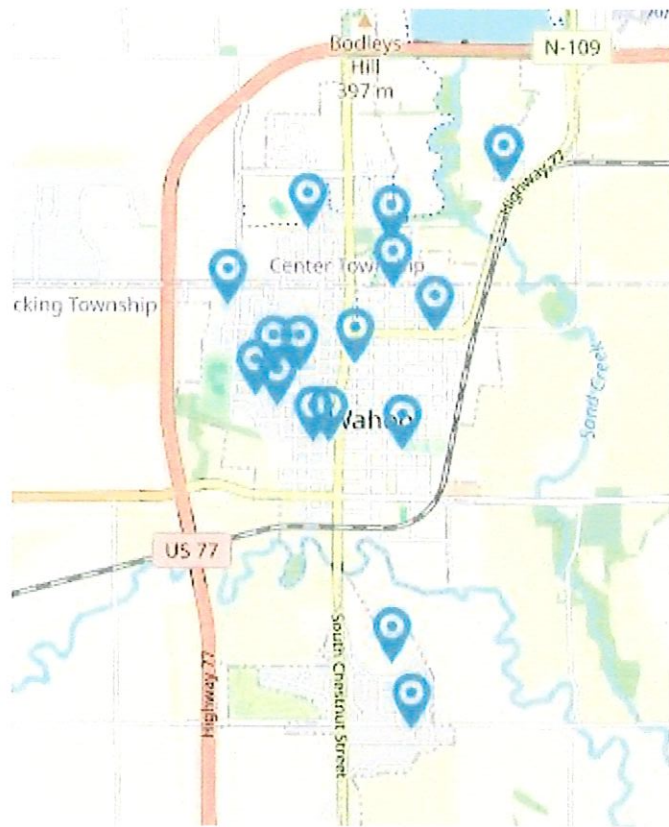
(Ord. 2006-6, passed 5-18-2006)

§ 132.99 PENALTY.

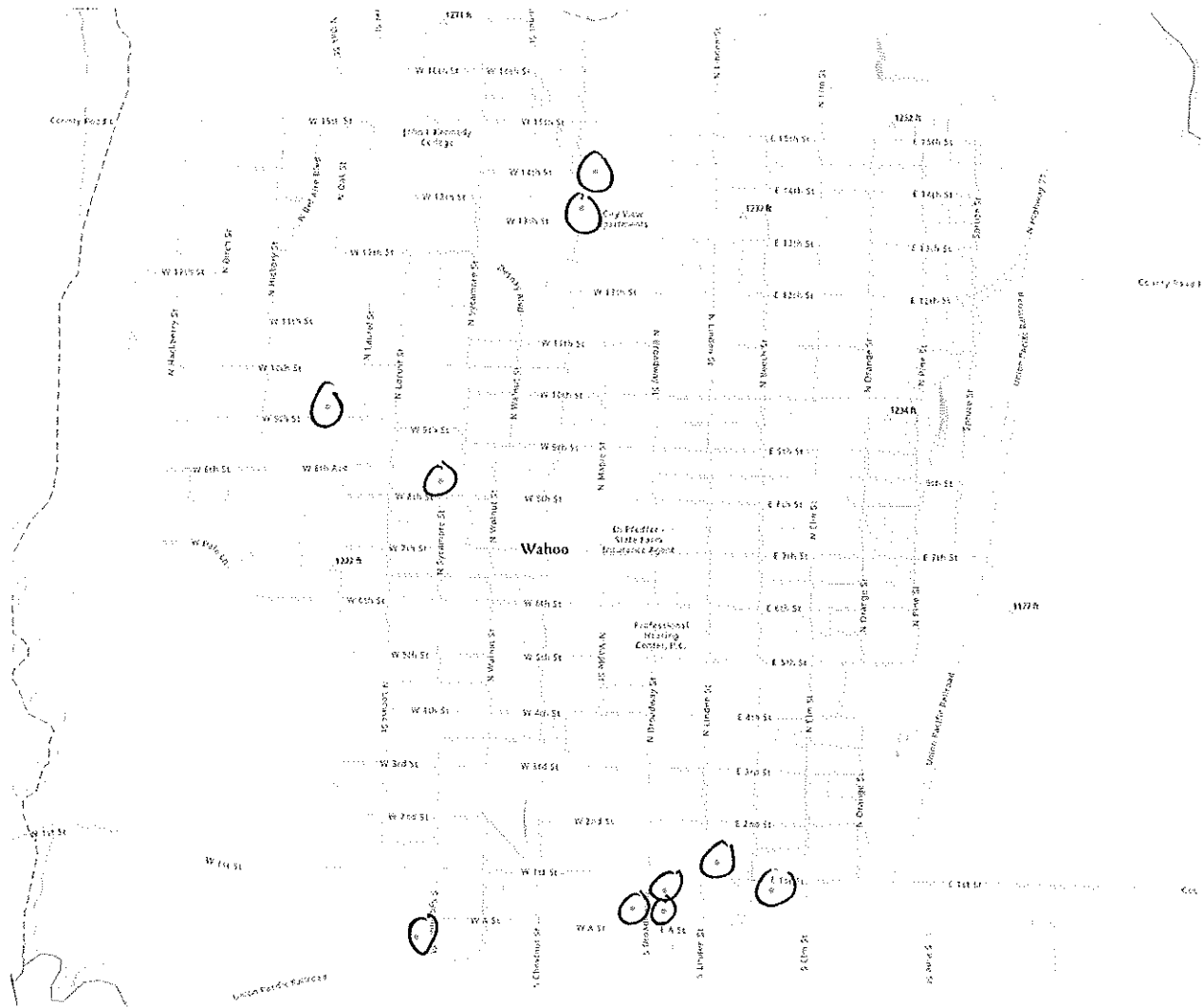
A person who violates this section shall be punished by a fine not to exceed the amount as set forth in the village master fee list. Each 24-hour period shall constitute a new offense.

(Ord. 2006-6, passed 5-18-2006)

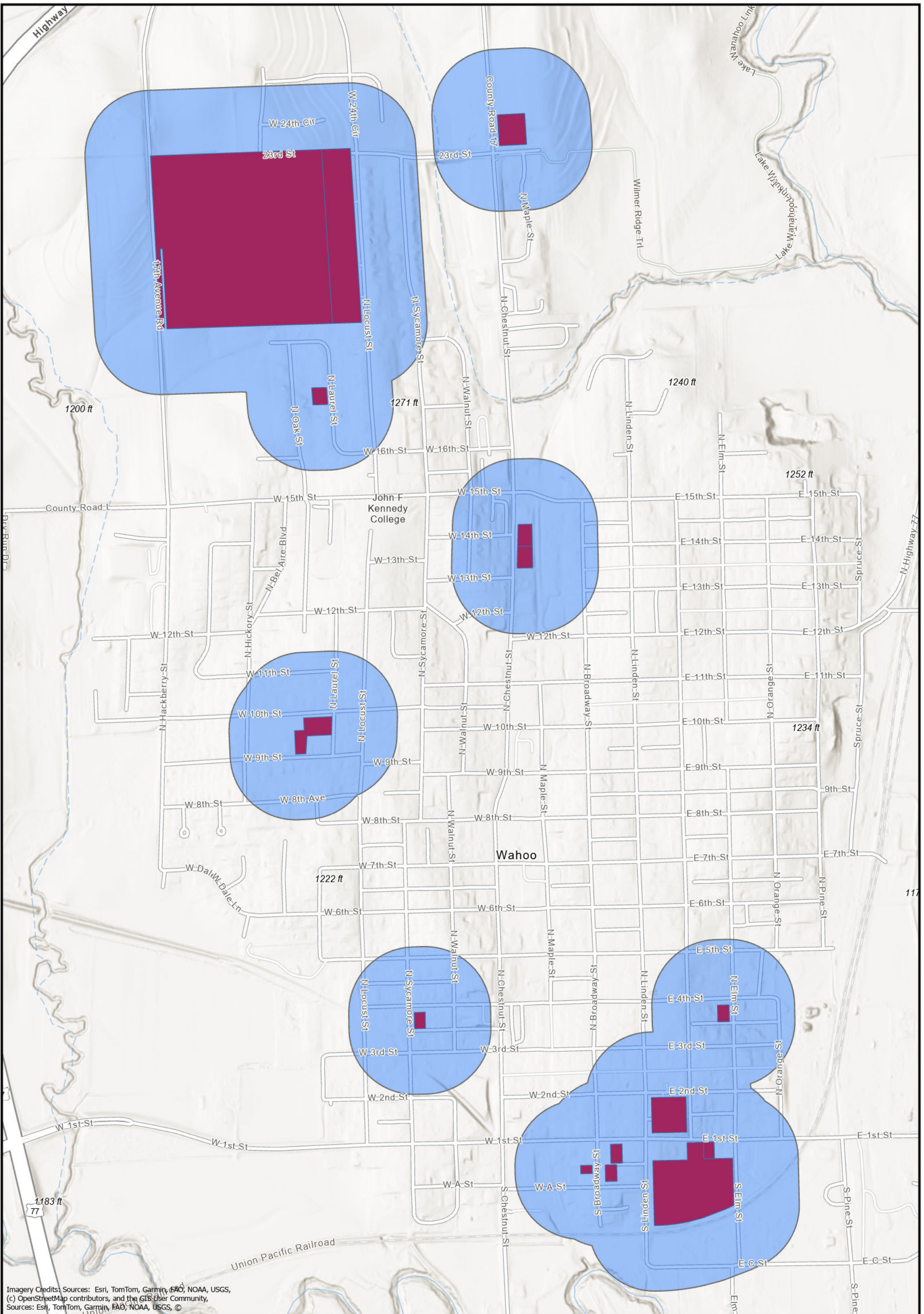
Current map of Registered Sex Offenders Wahoo, NE



Current map of DHHS Licensed Childcare Facilities



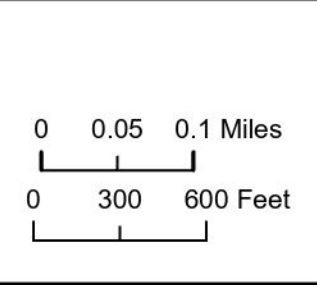
Wahoo Public - 2056 N Hackberry / 2201 N Locust
 Bishop Neumann - 202 S Linden
 St Wenceslaus - 108 N Linden



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 Date: 5/12/2026
 Created by:
 GIS Coordinator
 Wahoo Utilities



Legend

- 500' Buffer
- Parcels

School/Childcare Locations

ORDINANCE NO.2498

AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO AMEND TITLE XI: ADMINISTRATION OF THE WAHOO MUNICIPAL CODE BY THE AMENDMENT OF CHAPTER 95: PUBLIC WAYS AND PROPERTY, SECTION 95.100-95.112; TO PROVIDE THAT THE MAYOR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE CITY OF WAHOO, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION OF THIS ORDINANCE FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST FIFTEEN (15) DAYS AFTER ITS PASSAGE AND APPROVAL, IN PAMPHLET FORM, IN THE CITY OF WAHOO, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED BY LAW, AND AS PROVIDED HEREIN; AND THAT IT IS THE INTENTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA, AND IT IS HEREBY ORDAINED, THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF WAHOO MUNICIPAL CODE, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

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

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, deem it in the best interests of the citizens of the City of Wahoo, Nebraska, that the Wahoo Municipal Code be amended to provide changes to Business Regulations specifically relating to Professional Licenses,

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

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

2. That Chapter 95, Public Ways and Property, of Title IX, GENERAL REGULATIONS, of the Wahoo Municipal Code, shall be amended to provide changes, which shall read as follows:

EVENT PERMIT AND REGULATIONS FOR USE OF CITY STREETS

§ 95.100 DEFINITIONS.

Unless the context otherwise requires, the definitions of terms as used in this chapter shall be as follows:

EVENT. Any parade, march, ceremony, show, exhibition, pageant or procession of any kind, sponsored run or walk event, block party, or any similar display, in or upon any city street.

EVENT PERMIT. A permit as required by this chapter.

PERSON. Includes a firm, partnership, association or persons, corporation, organization or any other group acting as a unit, as well as an individual.

(Ord. 2047, passed 9-23-10)

§ 95.101 PERMIT REQUIRED.

No person shall engage in, participate in, aid, form or start any event, unless an event permit has been obtained from the City of Wahoo.

(Ord. 2047, passed 9-23-10)

§ 95.102 PERMIT APPLICATION; PROCEDURE FOR FILING.

Any person seeking issuance of an event permit shall file an application with the City Clerk on forms provided by the City of Wahoo.

(A) *Filing period.* An application for an event permit for all events except those described below shall be filed with the City Clerk not less than seven fourteen days before the date on which the event is proposed to be conducted:

- (1) Not less than 14 days before the date of a sponsored walk or run event;
- (2) Not less than 30 days for an event that requires a liquor license, security, or other approval by the City Council, as deemed necessary by the Chief of Police and Mayor of the City of Wahoo.

(B) *Contents.* The application for an event permit shall set forth the following information:

- (1) The date when the event is to be conducted;
- (2) The route to be traveled, the starting point and the termination point, or the location of the event;
- (3) The hours when such event will start and terminate including set up, take down and the times of the actual event;
- (4) The location of the event including route, pre and post staging areas, or areas to be blocked off from public use;
- (5) The time at which units of the event will begin pre-event staging at any such area or areas;
- (6) The location of streets or parking areas of any staging areas for such event;
- (7) The approximate number of persons who attend the event and in the case of a parade, the type of animals and the description of the vehicles which will constitute such parade;
- (8) Any additional information which the City Clerk shall find reasonably necessary to make a fair determination as to whether a permit should issue;
- (9) The name, address and telephone number of the person who will be the event chairman and who will be responsible for its conduct;
- (10) The name, address and telephone number of the person seeking to conduct such event, or if the event is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization;
- (11) If the event is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the a communication in writing from the person proposing to hold the event, authorizing the applicant to apply for the permit on his behalf;

(C) *Late applications.* The City Clerk where good cause is shown therefore shall have the authority to consider any application under this chapter which is filed less than the dates described in division (A) before the date such event is proposed to be conducted.

(D) *Fee.* There shall be paid at the time of filing the application for an event permit a fee of \$10 for a single day event, or a fee of \$10 per day not to exceed \$100 for events that span multiple days, excepting all events sponsored by the City of Wahoo.

(E) *Late Fee.* There shall be paid at the time of filing a late application a late fee of \$10

(F) *Liability insurance.* All applicants shall present a certificate of insurance, covering the City of Wahoo as an additional insured. A statement of pending coverage shall be presented with the

application. The certificate may be presented after approval of a permit is given but must be presented prior to the event. If the certificate is not presented, the Chief of Police shall revoke the permit and the event shall be cancelled. The following limits are required:

General Aggregate	\$1,000,000
Bodily Injury/Property Damage	\$1,000,000 each occurrence
Personal Injury Damage	\$1,000,000 each occurrence
Contractual Liability	\$1,000,000 each occurrence
Products Liability & Completed Operations	\$1,000,000 each occurrence
Fire Damage	\$100,000 any one fire
Medical Expense	\$5,000 any one person

(Ord. 2047, passed 9-23-10)

§ 95.103 PERMIT APPLICATION STANDARDS.

The City Clerk shall issue a permit as provided for under this chapter when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:

- (A) The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;
- (B) The conduct of the event will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city;
- (C) The conduct of such event will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto;
- (D) The concentration of persons, animals and vehicles at the event or at the assembly points of the event (in the case of a parade) will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas;
- (E) The conduct of such event will not interfere with the movement of firefighting equipment in route to a fire;
- (F) The conduct of the event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance;
- (G) The event is scheduled appropriately, with substantial time for set up, take down, and staging;
- (H) The event is not to be held for the sole purpose of advertising any product, goods, or event, and is not designed to be held purely for private profit.

(Ord. 2047, passed 9-23-10)

§ 95.104 PERMIT APPLICATION NOTICE OF REJECTION.

The City Clerk shall act upon the application for an event permit within reasonable time after the filing thereof.

(Ord. 2047, passed 9-23-10)

§ 95.105 PERMIT APPLICATION; NOTICE TO CITY AND OTHER OFFICIALS.

Immediately upon the issuance of an event permit, the City Clerk shall send a copy thereof to the following:

- (A) Mayor;
 - (B) City Administrator;
 - (C) Street Supervisor;
 - (D) Fire Chief; and
 - (E) Parks and Recreation Director.
- (Ord. 2047, passed 9-23-10)

§ 95.106 PERMIT APPLICATION APPROVAL.

An application shall be considered approved after the City Clerk has signed the area designated for approval on the application. However, ~~if permit applications for events that will span multiple days must be approved~~approval of a permit requires consideration by the Mayor and Council. ~~The~~ application shall be considered approved only after action has been taken by the Council to approve the request, and the application has been signed by the Mayor.

(Ord. 2047, passed 9-23-10)

§ 95.107 PERMIT REVOCATION.

The City Administrator or Chief of Police shall have the authority to revoke an event permit issued under this chapter upon application of the standards for issuance as set forth in this chapter.

(Ord. 2047, passed 9-23-10)

§ 95.108 APPEAL PROCEDURE.

Any person aggrieved shall have the right to appeal the denial of an event permit to the City Council. The appeal must be filed within ten days after receipt of a notice of denial.

(Ord. 2047, passed 9-23-10)

§ 95.109 ALTERNATIVE PERMIT.

The ~~City Clerk and/or Mayor and City Council~~, in denying an application for an event permit, shall be empowered to authorize the conduct of the event on a date, at a time, or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within ten days after notice of the action of the ~~City Clerk and/or Mayor and City Council~~, file a written notice of acceptance with the City Clerk. An alternate event permit shall conform to the requirements of and shall have the effect of an event permit under this chapter.

(Ord. 2047, passed 9-23-10)

§ 95.110 DUTIES OF PERMITTEE.

A permittee under this chapter shall comply with all permit directions and conditions and with all applicable laws and ordinances.

(Ord. 2047, passed 9-23-10)

§ 95.111 PUBLIC CONDUCT DURING EVENTS.

Provisions relating to the conduct of the public during an event shall be as follows:

- (A) *Interference.* No person shall unreasonably hamper, obstruct, or impede, or interfere with any event or event assembly or with any person, vehicle or animal participating or used in an event.
- (B) *Driving through events.* No driver of a vehicle, street or trackless trolley shall drive between the vehicles or persons comprising an event when such vehicles or persons are in motion and are conspicuously designated as an event, such as a parade.
- (C) *Parking on route.* The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the

route or location of an event. The Chief of Police shall post signs to such effect, and it is unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this chapter.

(Ord. 2047, passed 9-23-10)

§ 95.112 EXCEPTIONS.

This chapter shall not apply to:

- (A) Funeral processions;
- (B) Students going to and from school classes or participating in educational activities; provided that such conduct is under the immediate direction and supervision of the proper school authorities;
- (C) A governmental agency acting within the scope of its functions.

(Ord. 2047, passed 9-23-10)

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

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

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

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

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

PASSED AND APPROVED this 12- day of May, 2026

CITY OF WAHOO, NEBRASKA

By: _____
Gerald D. Johnson, Its Mayor

ATTEST:

Christina Fasel, Its Clerk
(SEAL)

RESOLUTION NO. 2026-10

CITY OF WAHOO MASTER FEE RESOLUTION

WHEREAS, it is necessary for the staff of the City of Wahoo to provide services, materials and products, permits, and facilities for use by the public, that will be reimbursed by said members of the public, and,

WHEREAS, it is necessary for the Mayor and City Council of the City of Wahoo to establish and adopt, by resolution, a schedule of appropriate fees and charges as are necessary to recover City costs in providing City services, materials, permits, and products,

WHEREAS, it is desirable to maintain a Master Fee Schedule which provides a compilation of fees and charges assessed by the departments of the City of Wahoo, as attached herein,

WHEREAS, the City did, on March 11, 2021 adopt a Master Fee Scheduled, containing Attachments 1 to 9 as follows:

- Attachment 1: General Fund Fees and Charges
- Attachment 2: Police Department Fees and Charges
- Attachment 3: Street Department Fees and Charges
- Attachment 4: Cemetery Fees and Charges
- Attachment 5: Park and Recreation Fees and Charges
- Attachment 6: Rescue Squad Fees and Charges
- Attachment 7: Wahoo Public Library Fees and Charges
- Attachment 8: Building Department Fees and Charges
- Attachment 9: Zoning Department Fees and Charges

WHEREAS, it is necessary to update particular Attachments to adopt changes to said fees and charges, specifically Attachment 1: General Fund Fees and Charges.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wahoo that the following amendments to Attachment 1: General Fund Fees and Charges are hereby adopted and are to be incorporated into the City of Wahoo's Master Fee Resolution, and

BE IT FURTHER RESOLVED that the effective date of this amendment shall be May 12, 2026.

PASSED AND APPROVED this 12 Day of May 2026

Gerald D Johnson, Mayor

ATTEST:

Christina Fasel, City Clerk

[SEAL]

**ATTACHMENT 1 TO MASTER FEE RESOLUTION
GENERAL FUND FEES AND CHARGES**

§10.20 PUBLIC RECORDS

Photocopies

\$.25 per page

For copying records which cannot be reproduced by the City of Wahoo's copying equipment, the actual cost, including staff time, of preparing the records will be charged

§112.01 OCCUPATION TAXES:

Liquor License Occupation tax

Alcoholic Beverages (Based on License Class, except non-profits):

Class A, Beer Only, On Premise Consumption	\$100
Class B, Beer Only, Off Premise Consumption	\$100
Class C, Alcoholic Liquor, On and Off Premise Consumption	\$300
Class D, Alcoholic Liquor, Off Premise Consumption	\$200
Class I, Alcoholic Liquor, On Premise Consumption	\$250
Non-Profits	\$50

Liquor License

Alcoholic Beverages (Based on License Class):

Class A, Beer Only, On Premise Consumption	\$100
Class B, Beer Only, Off Premise Consumption	\$100
Class C, Alcoholic Liquor, On and Off Premise Consumption	\$300
Class D, Alcoholic Liquor, Off Premise Consumption	\$200
Class I, Alcoholic Liquor, On Premise Consumption	\$250
Class Z, Micro Distillery	\$250

§110.51 Sidewalk Café permit

\$100.00 per year (May 1 – April 30)

§113.10 Beer Garden license

\$100.00 per year (May 1 – April 30)

Contractors

Electricians, yearly licensing, per year	\$60
New Application Fee	\$25
HVAC Contractor (mechanical), yearly licensing, per year	\$60
New Application Fee	\$25
Plumbers, yearly licensing, per year	\$60
New Application Fee	\$25
Tree Contractor, yearly licensing, per year	\$30
New Application Fee	\$25
Lawn Sprinkler installers, yearly licensing	\$30
New Application Fee	\$25
Late Fee for all contractors (April 1-July 1)	\$20

§110.20 Peddlers, Itinerant Merchants, and Solicitors

Per day	\$10
Per year	\$100

§116 Mobile Food Vendors

Application fee: One-year, renewable January 1 of each year	\$100
Renewal of one year permit	\$50
One-day permit	\$50

Miscellaneous:

Bowling Alley:	
First two alleys or less, per year	\$25
For each additional alley, per year	\$10
Buses, per year	\$10
Fire Insurance Companies, per year	\$5
Railroad Companies, per year	\$25
Trailer Camps, first 2 lots, per year	\$10
Each additional lot, per year	\$5

§110.10 Fireworks permit

Fireworks applications accepted January 1 to April 1	
Application fee (non-refundable)	
If sale location is in NRC, C-1 or C-2 Zoning District	\$50.00
If sale location is in other Zoning District	\$100.00
Cash bond (refunded after cleanup of site)	\$500.00
Occupation tax (per day)	\$60

§110.01 Tobacco License

Tobacco licenses	\$10.00 per year (January 1 – December 31)
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114.01 Bingo License

Bingo License	\$10.00 per year (October 1 – September 30)
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§112.03 Electric Utility

Occupation tax for use of public right-of-way	.002 per kilowatt hour
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§112.06 Natural Gas Utility

Occupation tax for use of public right-of-way	
Residential, Commercial and Industrial Customers:	
a) \$.025 per CCF from October 1 to March 31	
b) \$.060 per CCF from April 1 to September 30	
City Power Plant Generation	
a) \$.03 per CCF all year	

§112.04 Lodging Tax

Occupation tax on charges for lodging 4%

§112.26 Telecommunication Tax

Occupation tax on charges for telecommunications services 4%

§50.12 Solid Waste Haulers permit

\$200.00 per year (March 1 – February 28)

Occupation tax of 5% of charge for service provided.

§95.102 Event permit

Fee-PerSingle Day Events \$10

Multi-Day Events \$10/day not to exceed \$100

Late fee for permits submitted after 14 days prior to event \$10

§36.06 Filing fee for elected office

1% of annual salary

(no fee for offices with salary less than \$500 per year)

ATV Registration

Vehicle Registration \$100 per year (Jan 1- Dec 31)

Replacement Registration Sticker \$25

Dealer Registration Sticker \$300 per year (Jan 1- Dec 31)

UTV Registration

Vehicle Registration \$100 per year (Jan 1- Dec 31)

Replacement Registration Sticker \$25

Dealer Registration Sticker \$300 per year (Jan 1- Dec 31)

Golf Cart Registration

Vehicle Registration \$100 per year (Jan 1- Dec 31)

Replacement Registration Sticker \$25

Dealer Registration Sticker \$300 per year (Jan 1- Dec 31)

CDBG PROFESSIONAL SERVICE/CONSULTANT AGREEMENT

Project Title: 2026 City of Wahoo Downtown Revitalization Plan

THIS AGREEMENT made and entered into by and between the City of Wahoo, Nebraska (hereinafter referred to as the City) and JEO Consulting Group, Inc. (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the City [608 Linden St., Wahoo, NE 68066] and the Consultant [2000 Q Street, Suite 500, Lincoln, NE 68503] are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City, as part of its 2025 CDBG grant agreement with the Department, under contract number 25-PP-012, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City 's approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (Exhibit A).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

2. Time of Performance

The start of the contract shall be May 4, 2026. The termination date of the contract shall be May 19, 2028. The effective date of this contract shall be the date the parties sign and complete execution of the contract.

3. Compensation

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Exhibit B for all allowable expenses agreed upon by the parties to complete the Scope of Work. Contract will not use cost-plus or percentage of cost basis. In no event shall the total amount reimbursed by the City exceed the sum of \$60,000 (Sixty thousand dollars). Reimbursement under this Agreement shall be based on invoices that are supported by appropriate documentation of costs incurred.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

4. Record Maintenance, Record Retention, and Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective action or investigation, effective not less than seven days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
 - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - iii. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

- b. **Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.
 - i. The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
 - ii. The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
 - iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds: This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Build America, Buy America Act (BABA)

The City must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The City shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subgrantees, developers and/or contractors.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project,

binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101 et. seq.)

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts/subcontracts (that exceed \$10,000) and non-construction/service contracts and subcontracts (that exceed \$50,000). The Subrecipient and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

21. Conflict of Interest 2 CFR §200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

24. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska. This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this Agreement are identified as follows:

EXHIBIT A

SCOPE OF WORK and FEES for WAHOO, NEBRASKA for the 2026 City of Wahoo Downtown Revitalization Plan for the City of Wahoo, Nebraska, consisting of five pages.

EXHIBIT B

PAYMENT SCHEDULE for WAHOO, NEBRASKA for 2026 City of Wahoo Downtown Revitalization Plan for the City of Wahoo, Nebraska, consisting of one page.

EXHIBIT C

JEO GENERAL CONDITIONS for WAHOO, NEBRASKA for the 2026 City of Wahoo Downtown Revitalization Plan for the City of Wahoo, Nebraska, consisting of two pages.

IN WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY (City of Wahoo, NE)

CONSULTANT (JEO Consulting Group, Inc.)

By: _____

By: _____

Printed Name: Gerald D. Johnson

Printed Name: Kristen Ohnoutka

Title: Mayor

Title: Planner

Address: 608 Linden St., Wahoo, NE 68066

Address: 2000 Q St., Suite 500, Lincoln, NE 68503



APPROVED as to legal form:

City Attorney

By: _____

Printed Name: _____

Title: _____

Address: _____

Date: _____

SCOPE OF SERVICES

City of Wahoo
Downtown Revitalization Plan
JEO Project Number: R251998.00

PROJECT OVERVIEW

JEO Consulting Group (Consultant) appreciates this opportunity to provide professional services for a Downtown Revitalization Plan for the City of Wahoo.

The following outlines a proposed scope of services and fee for this project.

SCOPE OF SERVICES

1. PROJECT MANAGEMENT & TEAM COORDINATION

a. Project Coordination & Meetings

- i. One kick-off meeting with City staff and Steering Committee
- ii. Up to four (4) additional progress meetings (in-person) with the City and project Steering Committee (no more than 20 community members, plus City staff).
- iii. Email communication, phone calls, etc.

b. Billings & Administrative

- i. Update reports and invoices

c. Internal Team Coordination

- i. Internal team meetings

Task 1 Deliverables

- JEO to provide meeting agenda and minutes for one kick-off meeting and up to four (4) additional progress meetings.
- JEO to provide update reports and invoices.

Task 1 Assumptions

- The City will provide a direct liaison with the JEO team for instruction and direction on behalf of the City of Wahoo.
- The City will assist in the identification and invitation of steering committee members for the project.
- Update reports and invoices will be on a monthly schedule, unless otherwise agreed upon by the City and Consultant.

2. DISCOVERY & DATA COLLECTION

a. Data Analysis

- i. 2020 U.S. Census Bureau

- ii. 2023 American Community Survey
 - iii. Local public utilities
 - iv. City of Wahoo staff
 - v. Geospatial data
- b. Review of Existing City Plans**
- i. Comprehensive Plan 2017
 - ii. Housing Study 2023
 - iii. Future Land Use Map 2017
 - iv. Zoning & Subdivision Regulations
 - v. Update Blight & Substandard Report 2024 of Downtown Area
 - vi. Downtown Water Main Improvement project
 - vii. Storm Sewer mapping project for Downtown Area
 - viii. Other relevant planning documents as determined by Consultant and City
- c. Basemap & Asset Inventory Development**
- i. Site visit and inventorying of conditions
 - ii. ArcGIS inventory, including 2026 aerial imagery
 - iii. Project area map development
- d. Existing Conditions Report**
- i. Summary of existing conditions for infrastructure, property, public spaces, utilities, and uses.
- e. Downtown Needs Survey & Downtown Business Owner Survey**
- i. Downtown Needs Survey – community-wide
 - 1. Focused on learning community priorities for downtown, how the community uses the space, and what are challenges that currently exist within the project area.
 - ii. Downtown Business Owner Survey –downtown business owners only
 - 1. Focused on identifying needs for downtown businesses, understanding existing building conditions, opportunities to grow or improve properties, and discover challenges for businesses.
 - iii. Both surveys to be offered in English and Spanish and available in physical form (City Hall) and online (Survey Monkey).
 - iv. Surveys to be available no more than 30 days.

Task 2 Deliverables

- JEO will provide a final Existing Conditions Summary report in pdf format for the City to review and provide feedback on.
- JEO will deliver final maps in PDF format and GIS shapefiles as requested at project completion.

Task 2 Assumptions

- City staff will assist in collecting data that is not available online.
- City will view and provide feedback on draft maps.

3. COMMUNITY & STAKEHOLDER ENGAGEMENT

a. Public Involvement Plan (PIP)

- i. Document all public engagement strategies and outreach planned for the project as well as a schedule for execution of those tasks.

b. Digital Outreach Campaign

- i. Develop a project information campaign to share purpose and goals of plan.
- ii. Partner with local organizations and agencies to share this information to their individual networks and the larger community. Examples include but are not limited to:
 1. Host a Wahoo Downtown Revitalization conversation on the Chamber Chat with Kate & Kat
 2. Present at a Greater Wahoo Development Foundation meeting
 3. Other engagement as identified by City and Steering Committee
- iii. Utilize the We Are Wahoo app to share project updates and latest news
- iv. Share project news and information on City's social media accounts
- v. Create a project webpage to be hosted on the City's website

c. Stakeholder Workshop (1 in-person workshop hosted with a total of 3 Consultant staff present)

- i. Consultant to host a 2-hour design workshop with project stakeholders
 1. Identify potential improvements to Downtown streetscape, façade improvements, and identify goals/priorities for the Downtown Revitalization Plan.

d. Information/Promotional Materials

- i. Create project branding unique to Downtown Wahoo to be used throughout the project and on all project materials.
- ii. Develop project fact sheets/promotional materials to be printed and available at City Hall and other primary locations in the community

e. Pop-Up Events (up to 2 hosted with 2 total Consultant staff present)

- i. Two (2) Consultant staff will host a total of two (2) pop-up events for the entire project.
 1. First Event – Share Downtown Needs Survey and seek feedback on priorities, needs, and challenges of the existing Downtown area.
 2. Second Event – Share preliminary recommendations and projects with community following design workshop to verify goals and priorities of the plan.
- ii. The Consultant will provide additional support to the City in preparing for and hosting their own pop-up events outside of the two hosted by the Consultant.
- iii. Potential community events to set up a pop-up table will be decided by City Staff and the project Steering Committee.

f. Public Meeting (1 in-person meeting with 3 total Consultant staff present)

- i. The Consultant will facilitate an in-person public meeting and develop meeting materials/presentation to be shared.
 1. Meeting purpose: To share final plan and recommendations and visualizations with the community prior to the plan's adoption.

- ii. Meeting to be held in-person at a public space for 2 hours, with an additional half hour before and after for set-up and tear down.

Task 3 Deliverables

- JEO to develop and share a PIP with City and provide updates as needed to the plan throughout the planning process.
- JEO to host two pop-up events, each not to exceed 3 hours.
- JEO to host one in-person design workshop, not to exceed 2 hours, with an additional 30 minutes before and after for set-up and take down. Hours planned allow for up to three JEO staff to attend the meeting.
- JEO to host one in-person public meeting, not to exceed 2 hours, with an additional 30 minutes before and after for set-up and take down. Hours planned allow for up to three JEO staff to attend the meeting.

Task 3 Assumptions

- City staff to assist in facilitating the design workshop and public meeting in-person.
- City to coordinate meeting locations and provide assistance to JEO with planning logistics and invitations to meeting participants.

4. DESIGN CONCEPT DEVELOPMENT

a. 60% Design

- i. 2D aerial maps of potential projects
 1. Streetscape
 2. Building façade improvements
 3. Public spaces
 4. Other map elements to be decided between the City and JEO with consideration of available project budget and hours.

b. Preliminary Recommendations Survey

- i. Consultant will develop a second-round community-wide survey to share preliminary plan recommendations following design workshop and seek community input prior to final selection of prioritized projects.
- ii. Both surveys to be offered in English and Spanish and available in physical form (City Hall) and online (Survey Monkey).
- iii. Survey to be available no more than 30 days.

c. 90% Design

- i. 2D aerial maps of finalized projects for recommendation based on low/high impact and feasibility level and community feedback.
- ii. Preliminary cost estimates provided.

d. Final Renderings

- i. High level 3D visualizations of potential streetscape design and other projects recommended in final plan

Task 4 Deliverables

- JEO to provide all final design renderings to the City along with associated cost opinions for recommended projects.
- JEO to provide preliminary and final cost estimates for proposed projects as well as implementation timelines.

Task 4 Assumptions

- City to provide feedback on the proposed design and projects at the 60% and 90% project milestone mark. Feedback period to include a minimum of 14 days.

5. DOWNTOWN REVITALIZATION PLAN

a. Draft Plan Development

- i. Development of a draft Downtown Revitalization Plan document to be shared with the City and Steering Committee for review.
- ii. To be presented to the community at the final public meeting/pop-up events

b. Final Plan & Presentation

- i. Final compiled Downtown Revitalization Plan that incorporates feedback from the City, Steering Committee, and community.
- ii. Presentation to the Wahoo City Council for adoption – February 2027
 1. Planning Commission members to attend presentation

Task 5 Deliverables

- JEO to provide a draft and final plan to the City for review before plan adoption.
- JEO to present final plan and recommendations to the Wahoo City Council for adoption

Task 5 Assumptions

- City and Steering Committee members to provide feedback on first draft. City staff to review final plan. City to be given at minimum 14 days to provide feedback to the Consultant on the draft and final plan before its adoption.

Payment Schedule
2026 City of Wahoo Downtown Revitalization Plan

The City shall reimburse the Consultant monthly for services rendered, based on a percentage of completion of the attached Scope of Work (Attachment #1). In no event shall the total amount reimbursed by the City exceed the sum identified in Section 3. Consideration of this Agreement shall be subject to any change to the Scope of Work authorized and approved by the City. Reimbursement under this Agreement shall be based on invoices supported by appropriate documentation of incurred costs.

It is expressly understood that claims for reimbursement shall not be submitted in excess of the actual, immediate cash requirements necessary to carry out the purpose of this Agreement.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

~~If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.~~

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

~~**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages,~~

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

~~and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.~~

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

~~**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.~~

~~**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.~~

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and

to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
CIVIC AND COMMUNITY CENTER FINANCING FUND
ASSISTANCE AWARD CONTRACT NO. 26-03-084**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Wahoo, Nebraska ("Recipient"), upon the date of signature by both parties.

RECITALS:

A. The Nebraska Civic and Community Center Financing Act ("Act"), found in Neb. Rev. Stat. §13-2701 through §13-2710, was enacted to support the development of civic, community, and recreation centers throughout Nebraska that foster the maintenance or growth of communities. To provide funding for these development activities, the Act created the Civic and Community Center Financing Fund ("Fund") and directed the Department to award and administer grants of funds ("Act Funds") to eligible recipients. The requirements of the Act are incorporated herein by this reference.

B. The Recipient has submitted an application and all of the necessary supplementary materials (collectively, the "Application"). The Application sets forth a project involving a recreation center conceptual plan for Wahoo, Nebraska ("Project"), which is an activity that is eligible for assistance under the Act.

C. The Project was conditionally approved by the Department in accordance with the Act, and Act Funds were subsequently appropriated by the Nebraska Legislature for use on the Project. Because Act Funds were appropriated by the Legislature, the grant of assistance to the Recipient is considered finally approved, and this grant agreement is intended to govern the Department's administration of Act Funds disbursed to the Recipient for the Project.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount and Initial Disbursement of Act Funds; Matching Funds.

The Department will disburse Act Funds to the Recipient for the Project in a total amount not to exceed the lesser of: Fifteen Thousand Dollars (\$15,000), or fifty percent (50%) of the actual planning costs of the Project.

The Department will disburse fifty percent (50%) of the award of Act Funds for the Project to the Recipient after the Department receives a fully executed grant agreement. The

remaining fifty percent (50%) of the award of Act Funds will be disbursed as reimbursement for costs incurred in completing the Project.

Matching funds from local sources (as required by the Act) must be contributed to the Project prior to disbursement of Act Funds. The matching funds must be at least equal to the amount of Act Funds requested and at least fifty percent (50%) must be in cash.

§1.02 Period of Performance and Contract Term.

The Period of Performance for Recipient, meaning the time during which the Recipient may incur new obligations to carry out activities under this Agreement, pursuant to the requirements of §1.03 Use of Act Funds, shall begin on March 31, 2026 and shall terminate on March 30, 2028 (“Termination Date”). Under no circumstances shall obligations incurred after June 30 (of the second year of the Award) be reimbursed. All required activities, services, and deliverables, except for submission of final reports, must be completed by or before the Termination Date.

Final reports and closeout activities shall be due to the Department no later than ninety (90) days following the end of the Period of Performance (or termination, if earlier) (“Contract Term”), meaning that all final reports and closeout activities must be completed by the Recipient no later than June 30, 2028, or as otherwise approved by the Department in writing based on demonstrated progress provided by the Recipient.

§1.03 Use of Act Funds.

The Act Funds must be used solely for the purposes and as allowed and restricted by the Act and this agreement. Some specific restrictions which are applicable to the Project include, but are not limited to, the following:

- (a) Act Funds may only be used for the planning of the Project, but Act Funds may not be used for the construction, renovation, or expansion of the Project, and may not be used for programming, marketing, advertising, and related activities.
- (b) The Project shall be required to be physically located within the Recipient’s municipal boundaries or, for any city of the first class, city of the second class, or village, within the Recipient’s extraterritorial zoning jurisdiction.
- (c) If the Project involves construction, renovation, or expansion, the Recipient must maintain ownership of the benefiting real property for at least five (5) years after the start of the Contract Term.

§1.04 Disbursement of Act Funds; 50% Reserve/Escrow Until Project Completed.

Disbursements of Act Funds will be made to the Recipient in the form and manner prescribed by the Department if such disbursements are determined to be in conformance with the requirements of the Act.

In order to receive disbursements, the Recipient must submit the State of Nebraska ACH Enrollment Form to the Department. For disbursements after the initial fifty percent (50%), the Recipient must provide, upon request by the Department, documentation substantiating the expenditure of Project costs and the use of adequate local matching funds for the requested disbursement.

Disbursements will be made by electronic deposit to the account designated by the Recipient on the State of Nebraska ACH Enrollment Form and in accordance with the requirements of this contract.

No more than fifty percent (50%) of the total Act Funds will be disbursed to the Recipient prior to the Department receiving a certification of the commitment and expenditure of the required minimum match or an amount of local sources equaling the total grant award. Upon a determination that Project costs have been properly documented by the Recipient and the minimum level of matching funds have been committed, the Department will disburse the remainder of the Act Funds.

§1.05 Final Planning Products.

Prior to closeout of the Project, the Recipient must submit the resulting final planning product electronically to the Department.

§1.06 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of the contract via this reference and by agreement of the parties.

PART II: [RESERVED].

PART III: [RESERVED].

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Recipient or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

Either party may request amendments to this contract; however, amendments will not be effective until mutually agreed to in writing by both parties.

§4.02A Period of Performance; Project Outcome/Impact Performance Reports Required.

The period of performance for Recipient, meaning the time during which the Recipient may incur obligations to carry out activities under this agreement, shall be for twenty-four (24) months, beginning March 31, 2026 and concluding March 30, 2028 (“Period of Performance”). All of the Recipient’s performance obligations under this contract must be completed within the Contract Term. Please also see §1.02 Period of Performance and Contract Term.

To assist the Department in obtaining information on the outcomes and impacts of grant-funded projects, the Recipient must prepare and submit performance reports on the Project. All performance reports must be submitted in the form and manner specified by the Department.

Performance reports are due every six (6) months during the Contract Term and must include a narrative of the progress, Project expenditures to date, data reflecting the current status of the Project, any perceived changes to the budget for the Project, and any other information the Department may request to establish the timeliness of the Project.

The Recipient may also be required to submit interim performance reports upon request. These reports will be subject to reasonable requirements and due dates as determined by the Department.

A final performance report must be submitted to the Department no later than thirty (30) days prior to the end of the Contract Term. The report must include a final narrative on the outcome of the Project, including information on what was and was not successful in completing the Project as described in the Application, and any other Project information that may be requested by the Department. The Department may withhold up to ten percent (10%) of the Act Funds awarded under this contract until the Department receives and approves the final performance report.

All performance reports must be submitted to the Department electronically as prescribed by the Department.

Failure to provide required performance reports by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. If that happens, the Department may immediately terminate this contract, in whole or in part, and/or require repayment of any or all Act Funds disbursed to the Recipient.

§4.02B Project Outcome and Impact Performance Reports Required.

The Recipient agrees to submit complete progress, performance, financial, and compliance reports on the Project (“Reports”). The Department uses these Reports to obtain information on the outcomes and impacts of grant-funded projects and Project

compliance under the Act. The Recipient must prepare and submit performance reports on the Project, including a final report. All Reports must be submitted in the form and manner specified by the Department throughout the Contract Term, unless otherwise approved by the Department in writing, or until closeout (whichever comes first).

Performance reports are due every six (6) months during the Contract Term and must include a narrative of the progress, Project expenditures to date, data reflecting the current status of the Project, any perceived changes to the budget for the Project, and any other information the Department may request to establish the timeliness of the Project. The Recipient agrees to submit performance reports until the Department notifies the Recipient of closeout.

The Recipient may also be required to submit interim performance reports upon request. These reports will be subject to reasonable requirements and due dates as determined by the Department. See also §4.04 Compliance with State and Act Regulations and Performance Monitoring.

A final performance report must be submitted to the Department no later than thirty (30) days prior to the end of the Contract Term. The report must include a final narrative on the outcome of the Project, including information on what was and was not successful in completing the Project as described in the Application, and any other Project information that may be requested by the Department. The Department may withhold up to ten percent (10%) of the Act Funds awarded under this contract until the Department receives and approves the final performance report.

All performance reports must be submitted to the Department electronically as prescribed by the Department.

Failure to provide required performance reports by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. If that happens, the Department may immediately terminate this contract, in whole or in part, and/or require repayment of any or all Act Funds disbursed to the Recipient.

§4.03 Accounting for Act Funds; Record Access.

The Recipient must account for Act Funds in a manner consistent with generally accepted accounting principles. All expenditures of Act Funds by the Recipient must be for obligations incurred in furtherance of the Project and must be supported by documentation evidencing the necessity for such expenditures. The Recipient must keep such records as the Department may require for compliance with the Act.

The Department and any other duly authorized official of the State of Nebraska must have full access to and the right to examine, audit, excerpt, or transcribe any of the Recipient's records pertaining to this contract. The records must be retained for at least three (3) years after termination of this contract.

§4.04 Compliance with State and Act Regulations and Performance Monitoring.

The Recipient must comply with all applicable state law, Act regulations, and any reasonably equivalent procedures and requirements that the Department may prescribe. In particular, the Recipient agrees to establish internal controls in order to provide the Department with reasonable assurance that it is carrying out the Project in compliance with state statutes, regulations, and the terms and conditions of this contract.

The Recipient shall also conform with the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat. §§ 81-3401 to 81-3455), which governs the practice of engineering and architecture in the state of Nebraska in order to safeguard life, health, property, and promote the public welfare through licensing and enforcement of state statutes.

The Department may conduct performance review monitoring visits to determine compliance with this contract. Monitoring may be conducted on-site or via desktop review of materials submitted for the Department's review.

§4.05 Early Termination; Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Recipient.

This contract may also be terminated, in whole or in part, prior to the completion of Project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Recipient must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Recipient for allowable expenses incurred before the effective date of termination.

§4.06 Termination Due to Loss of Funds.

This contract may terminate, in full or in part, in the event the Department suffers a loss of funding which permits it to fund the Recipient. In such an event, the Department will provide the Recipient written notice setting forth the effective date of full or partial termination.

§4.07 Termination for Cause.

In the event:

- (a) the terms of this contract have not been, nor are anticipated to be, fulfilled within the Contract Term as stated herein (or extended by a later amendment);
- (b) the Department determines the Application contained material omissions, errors, or misrepresentations; or

(c) the Department determines Act Funds have been used for purposes other than eligible Project activities or in a manner contrary to the requirements of the Act.

Then, the Department may revoke the grant and terminate this contract, seek repayment of Act Funds paid to the Recipient, or both. Payments made to the Recipient or recoveries by the Department will be in accordance with the legal rights of the parties.

§4.08 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Recipient is prevented from performing by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Recipient. To obtain release based on a Force Majeure Event, the Recipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.09 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) business days following deposit in the mail.

§4.10 Waivers in Writing; Severability; Assignment of Interest.

No conditions or provisions of this contract will be waived unless approved by the Department in writing.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

The Recipient may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

§4.11 Relationship of the Parties.

Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party. Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against the Recipient, its officers, or its agents will in no way be the responsibility of the Department.

§4.12 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Recipient, and the Recipient will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Recipient must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Labor registration requirements, including any registration requirements pertaining to types of business entities (e.g., sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Recipient for its records.

§4.13 State of Nebraska Non-Liability/Hold Harmless.

The Recipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Recipient or by their officials, officers, employees, agents, or associates under this contract.

§4.14 Authorization of Project Publicity and Information Sharing.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient shall inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the Project.

The Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

§4.15 Verification of Work Eligibility Status for New Employees.

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with its subcontractors. A failure by the Recipient to adhere to these requirements is a violation of the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Recipient to be in default on the contract.

§4.16 Drug Free Workplace Policy.

The Recipient acknowledges the State of Nebraska requires a Drug Free Workplace Policy on the part of the Recipient as a term and condition of contracting with the Department.

§4.17 Civil Rights Law and Equal Opportunity Employment.

The Recipient must comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. The Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin.

§4.18 Americans with Disabilities Act (ADA).

The Recipient must comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices including the reasonable accommodation of persons with disabilities in hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

§4.19 Governing Law; Binding Effect; Counterparts; Entire Agreement.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.



This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This instrument, any attachments, and those items incorporated by reference contain the entire agreement between the parties.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<p>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>Signed by:  By: _____ (Director or Designee)</p> <p>Stacey Parr (Typed or Printed Name)</p> <p>Deputy Director (Title)</p> <p>5/3/2026 (Date)</p>	<p>RECIPIENT → CITY OF WAHOO, NEBRASKA</p> <p>Signed by:  By: _____ (Authorized Official)</p> <p>Gerald Johnson (Typed or Printed Name)</p> <p>Mayor of WAhoo (Title)</p> <p>5/1/2026 (Date)</p>
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