

# WAHOO CITY COUNCIL AGENDA

Tuesday January 10, 2023 – 7:00 p.m.  
Wahoo Public Library, 637 N Maple St, Wahoo, NE

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Wahoo meet on the second and fourth Tuesdays of each month in the Council Chamber of City Hall at 605 North Broadway, 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 First Bank of Nebraska, at least 24 hours before the special meeting. All Council meetings are open to the public and the agenda, which is kept continually current, is available for public inspection at the office of the City Clerk at City Hall during normal business hours.

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

## **Pledge of Allegiance**

## **Announcement of the Open Meetings Act**

(A copy of the Act is posted on the west wall of the Council Chambers for public review. The Act is also available in pamphlet form on request.) All those wishing to speak at a meeting, under the Open Meetings Act, must announce their name and address, unless the information would be a risk to one’s security.

## **Call to order and roll call**

## **Proclamation**

## **Audience comments on items not listed on the agenda**

(The public may address the Council at this time with items that are not on the agenda. No action can be taken but the Council can hear your concerns and either the Mayor can direct them to the appropriate Department or Council Committee or ask that the item be placed on the next regular agenda for action.)

## **Department head reports**

Police Chief Joe Baudler

## **Consent agenda**

(The consent agenda is approved by one motion. Any item listed on the Consent Agenda may, by the request of any single Councilmember or public in attendance, be considered as a separate item under the Regular Agenda.)

1. Acceptance of excused absence of Mayor or Council member(s)
2. Approval of Minutes from the December 27<sup>th</sup> City Council Meeting
3. Acceptance of the minutes from the December 13<sup>th</sup> Library Board meeting
4. Approval of Mayors Appointment of Don Fick to the Planning and Zoning Commission

## **Discussion items not requiring action**

1. Special Assessments for North Highlands

## **Public hearing and associated action items**

## **Old business**

## **Tabled business**

## **Action items not requiring a public hearing**

1. Review of bids received for Wilmer Ridge Subdivision. Resolution to accept all bid received and authorize entering into contract with K2 Construction for the infrastructure (street, storm sewer, sanitary sewer, and water) improvements for \$2,131,577.10
2. Approval of Mayor to sign Electronic Government Service Level agreement with NIC to allow for direct deposit of Liquor License fees paid.
3. Status update for Kennedy Campus/Destiny Ministries project.
4. Authorization for private utility line to occupy public Right of Way (new Wahoo Locker Building)
5. Discuss Real Estate acquisition – Closed Session Recommended.

## **Mayor’s comments on items not listed on the agenda**

## **Council comments on items not listed on the agenda**

## **Upcoming planned meeting dates and agenda deadlines**

1. January 24, 2023 (agenda deadline = 5:00pm January 19, 2023)
2. February 14, 2023 (agenda deadline = 5:00pm February 9, 2023)
3. February 28, 2023 (agenda deadline = 5:00pm February 23, 2023)

# Department Reports



## December Recreation Report

### Youth Programs:

Youth Basketball (3<sup>rd</sup> & 4<sup>th</sup> Grade)  
87 participants

Gymnastics (Session #1)  
20 participants

Afterschool Program  
20 participants

Preschool Program  
8 participants

### Adult Programs:

AM Water Aerobics  
111 participants

Civic Center Classic  
17 participants

### Special Events & Rentals:

Movie Night  
18 attendees

Santa at the Civic  
81 kids w/72 adults

4 Meeting Room Rentals  
61 attendees

### Upcoming Programs & Events:

Gymnastics – 2<sup>nd</sup> Session begins January 2<sup>nd</sup>  
Youth Swim Lessons – Begin January 7<sup>th</sup>  
1<sup>st</sup> & 2<sup>nd</sup> Grade Basketball Clinics – Begin January 8<sup>th</sup>  
Adult Volleyball Leagues – Women's and Coed Leagues begin in January  
Beginner's Yoga – Classes begin January 4<sup>th</sup>



## MONTHLY REPORT

for

**December, 2022**

### Building Maintenance

Repair work included the roof drains at the Civic Center and dealing with sewer line issues at the Senior Center and Civic Center men's locker room. Lights were replaced in City facilities.

### Parks

Staff completed the transition into the new parks shop at the Orange St. building and began to organize and arrange equipment and supplies. Park picnic tables were repaired and painted. Work began also on the Aquatic Center picnic tables to sand and repaint. Snow and ice removal twice during the month at City facilities.

### Membership Update

Total Civic Center Memberships (as of 12/31/22)	676
Total Civic Center Members (as of 12/31/22)	2,179

### Civic Center Usage

Informal "Drop-in" Patrons	4,679	*Closed on 12/25 & 12/26
Rec Program Participants	1,200	
Total Facility Use	5,879	

Daily Average: 203/day

Highest Use Day of Month: 293 informal "drop-in" patrons

Respectfully Submitted By:

Kevin Stuhr  
Director

# Wahoo Senior Services Manager's Report December 2022

<u>Informational Programs</u>	<u>Sessions</u>	<u># of participants &amp; usage</u>
Board of Directors Meeting	1	7 participants
<u>Health Programs</u>		
Tai Chi	9	18 participants/140 times
Exercise Room	20	22 participants/151 times
City Meal Program	19	15 participants/476 meals
<u>Recreational Programs</u>		
Christmas/Birthday Party---Lombardo Family	1	35 participants
10 point pitch	8	18 participants/110 times
Bridge & tournament	4	8 participants/24 times
Pinochle & tournament	10	8 participants/60 times
Bingo Games	4	7 participants/25 times
Tarocks	1	5 participants/5 times
Bunco	4	12 participants/32 times

## Other Programs and Services:

- Busy Wheels provided 119 rides (12 days possible-closed week of Christmas. BW also drove on Saturday, Dec 3, providing rides for Wahooville and was in the Christmas lights parade.)
- 27 volunteers donated 480 hours (Busy Wheel Drivers, Sr. Center vol. & Thrift Store vol.)
- 453 names were signed-in throughout the month (19 days possible)
- There was a Foot Clinic assisting 12 seniors.
- We held our 2<sup>nd</sup> annual Holiday Soup Luncheon. We had an excellent community turn out.
- Sarah delivered gifts to the "Angel for a Senior" program. (12 participants)

[illegible]

MONTH: **DECEMBER**

[illegible]

## Director's Report DECEMBER 2022

### Library Open 23 days

**Statistics: Door Count: 2181; Reference: 117; Internet-in-library: 106; Wi-Fi 162; Kids 35 // Facebook Engagements 5183 //Study Room—21//Meeting Room Use: 230 //Inter-Library Loan 4 //Library story times 6 w/155 attendees//Outreach visits to schools & daycares—289//125 users had 780 Overdrive downloads-//HOOPLA downloads: 38 users had 119 downloads//News Bank Views 57 Log-ins w/1022 views// Donations: 13 gave 1500 items to the library. Items removed: 239 --//Items added: 171**

December was steady & despite the weather we had good visits to the library for children's programs & our annual Christmas Sale. Story time with Santa was our best attendance in 2 years so we are glad we had good weather & fun times with Santa—the cookies & cocoa are always a big hit.

The annual report to the Nebraska Library Commission was submitted on December 21. This is a fairly large statistical report that tracks many parts of the library collection usage, public internet use, meeting room use, staffing & so much more!! In completing & submitting this annual report our library is eligible to apply for grants & receive State Aid to Libraries from the Library Commission & Nebraska State Legislature.

We have been using the quiet times to repurpose spaces in the library to create better access & functionality. This is ongoing so more changes are coming! Website is very close to being live.

Our children's department received a Youth Grant for Excellence in the amount of \$1270 from the Nebraska Library Commission. Over \$60,000 was awarded to libraries across the State & we are very thankful for the amount we received. Our project is to create a special outdoor space that features musical instruments for play. We will expand on this at later date.

We received many kindness donations of treats for staff & we enjoyed them all! One library patron donated over 1400 books, DVD's, music CD's & magazines. We are sorting & putting some into the collection & planning for a large book sale this summer.

Denise Lawver, Library Director

**TOTAL LIBRARY USE & CIRCULATION for DECEMBER 4701**



# JEO Project Status Report



To: City of Wahoo: Melissa Harrell, City Administrator

Date: January 2, 2023

Prepared By: Steve Parr

JEO #	Project	Funding Source #	Status	JEO Action	City Action	Schedule
141219*Jon Mooberry	Wahoo Elementary SRTS	State/Local	Construction completed. Project closeout initiated.	None	None	
150096*Jon Mooberry	Chestnut Street, 1 <sup>st</sup> Street, 5 <sup>th</sup> Street and 12 <sup>th</sup> Street Improvements	Local	Extended warranty period for street lighting to be issued.	Resolve street light issue with contractor	None	Project closeout TBD
171859/150096*Jon Mooberry	Chestnut Street Lighting 14 <sup>th</sup> Street to Highway 77	Local	Extended warranty period for street lighting to be issued.	Resolve street light issue with contractor	None	Project closeout TBD
221821* Kevin Kruse	2021 Update to North Study Area Drainage Evaluation	Local	Project completed	None	None	
980973*Steve Parr	Road Program	State/Local	Completed for FY 2022/2023	None	None	
170694.01*Jon Mooberry	2019 Intersection and Curb Ramp Improvements	Local	Project completed	None	None	1 Year Warranty Period
211278* Dave Henke	North Highlands Development	Local	Construction is complete except for electrical	None	None	TBD
202154*Dave Henke	Wahoo – Dog Park	Local/donations	Waterers installed but not connected. Shade shelters and other amenities to follow,	None	None	TBD
191406*Jon Mooberry	2022 Asphalt Overlay and Street Improvements	Local	Construction completed	None	None	1 Year Warranty Period
222326* Eric Casper	Parks Master Plan	Local	Start work in January 2023. Schedule kickoff meeting w/City	None	None	Completion March 2023

Note: Items in Red are new from previous report.

# Consent Agenda

The Council met in regular session in the Wahoo Public Library, 637 N Maple, in compliance with the agenda posted at City Hall, Post Office and First Bank of Nebraska, and the City of Wahoo website, with each Council member being notified of the agenda prior to the meeting. The meeting was called to order by Mayor Gerald D. Johnson at 7:00 p.m. and opened with the Pledge of Allegiance. The public was informed of the location of posting of the Open Meetings Law. Roll call was taken with the following Council members present: Stuart Krejci, Chris Rappl, Shane Sweet, Carl Warford, and Patrick Nagle. Council Members absent: Ryan Ideus

Council Member Rappl motioned, and Council Member Krejci seconded to approve the consent agenda which included Approval of Pay App No. 6 to M.E. Collins in the amount of \$74,449.53 for the 2022 Asphalt overlay project, Approval of Change Order No. 4 M.E. Collins in the amount of \$-124,929.15 for the 2022 Asphalt Overlay project, and Approval of Volunteer EMT Jamieson Battistella. Roll call vote: Rappl, yes; Krejci, yes; Nagle, yes; Warford, yes; Sweet, yes; and Ideus, absent and not voting. Motion carried.

A public hearing regarding the issuance of a class D liquor License to Hergert Oil Company dba Super C at 1142 North Chestnut Street Wahoo, NE was opened at 7:03 p.m. Joel Larsen from Hergert Oil Company spoke on behalf of the company. There was no other public comment. Council Member Rappl motioned and Council Member Krejci seconded to close the public meeting at 7:05 p.m. Roll call vote: Rappl, yes; Krejci, yes; Nagle, yes; Warford, yes; Sweet, yes; and Ideus, absent and not voting. Motion carried.

Council Member Warford motioned and Sweet seconded to approve the issuance of a class D liquor license to Hergert Oil. Roll call vote: Warford, yes; Sweet, yes; Rappl, yes; Krejci, yes; Nagle, yes; and Ideus, absent and not voting. Motion carried.

Ordinance No. 2414 was introduced by Council Member Warford entitled: AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WAHOO, NEBRASKA, PERTAINING TO THE FOLLOWING-DESCRIBED REAL ESTATE, TO WIT: LOTS 1-4, PART OF LOTS 5-8 AND ALL OF LOTS 9-12, BLOCK 155, COUNTY ADDITION TO WAHOO AND PART OF VACATED ALLEY BY ALLOWING THEREON A PERMITTED CONDITIONAL USE, THAT BEING ON STREET PARKING SPACES ALONG BEECH STREET AND 4<sup>TH</sup> STREET TO BE COUNTED TOWARDS TOTAL NUMBER OF SPACES REQUIRED BY PERMITTED CONDITIONAL USES LISTED UNDER C-1 DOWNTOWN COMMERCIAL ZONING DISTRICT OF WAHOO ZONING REGULATIONS SECTION 5.12.03.

Council Member Warford moved that the statutory rules in regard to the passage and adoption of ordinances be suspended so that the said ordinance might be introduced, read by title, and then moved for final passage at the same meeting. Council Member Krejci seconded said motion. The Mayor put the question and instructed the Clerk to call for the roll for the vote thereon. The Clerk called the roll, and the following was the vote on the motion to suspend the rules: Warford yes; Krejci, yes; Nagle, yes; Rappl, yes; Sweet, yes; and Ideus, absent and not voting. Motion carried. The motion having been carried by the affirmative votes of no less than three-fourths of the members of the Council, the Mayor declared the statutory rules in regard to the passage and approval of ordinance be suspended so that Ordinance No. 2414 may be read by title and moved for final passage in the same meeting.

Council Member Warford moved that Ordinance No. 2414 be approved and passed, and its title agreed to. Council Member Krejci seconded the motion. The Mayor instructed the Clerk to call the roll for the vote and the following was the vote on this motion: Roll call vote: Warford, yes; Krejci, yes; Rappl, no; Sweet, yes; Nagel, yes. and Ideus, absent and not voting. Motion carried.

The passage and adoption of said Ordinance having been concurred then by a majority of all members of the Council, the Mayor declared the Ordinance adopted and the Mayor, in the presence of the Council, signed and approved the Ordinance and Clerk attested the passage and approval of the same and affixed her signature thereto. The Mayor ordered the Ordinance to be published in pamphlet form and that said Ordinance be kept in a separate and distinct Ordinance volume record, and that said and distinct Volume be incorporated and made a part of these proceedings the same as though it was read at large herein.

Council Member Warford motioned, and Council Member Rappl seconded to take the third reading of Ordinance No. 2398 – Conditional Use Permit for Ground Level Apartments in C-1 downtown commercial district from the table. Roll call vote: Warford, yes; Rappl, yes; Krejci, yes; Nagle, yes; Sweet, yes; and Ideus, absent and not voting. Motion carried.

Council Member Warford motioned to amend Ordinance No. 2398 to add conditions regarding parking, total number of units, and giving City Council final approval for building plan set for the project. Council Member Warford motioned and Council Member Krejci seconded to approve the final reading of Ordinance No. 2398 as amended. Roll call vote: Warford, yes; Krejci, yes; Nagle, yes; Rappl, yes; Sweet, yes; and Ideus, absent and not voting. Motion carried

Council Member Rappl motioned, and Council Member Krejci seconded to approve Resolution 2022-28 amending the master fee schedule to update building permit fees.

#### **RESOLUTION NO. 2022-28**

#### **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 Und Fees and Charges and Attachment 2: Police Department Fees and Charges.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wahoo that the following amendments to Attachment 8: Building Department 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 January 1<sup>st</sup>, 2023.

#### ATTACHMENT 8 TO MASTER FEE SCHEDULE BUILDING DEPARTMENT FEES AND CHARGES

PURSUANT TO TITLE XV: LAND USAGE, Chapter 150, Building Regulations, and specifically §150.049 FEES of the Wahoo Municipal Code as amended from time to time, the following shall be the Building Permit Fees for the City of Wahoo, Nebraska, effective as of October 1, 2008.

#### I.

The Building Permit Fee for the erection of any new building or for any alteration or remodeling of any building shall be the total of paragraphs A, B, C, D and E, hereof, computed as follows, subject to Section IV hereof.

#### A. CONSTRUCTION COSTS:

- |     |   |   |
|-----|---|---|
| (1) | <i>Apartments, Duplexes, Dwellings</i>                              |   |
|     | Frame Construction  | \$115.00  |
|     | Finished Basement   | \$55.00   |
|     | Unfinished Basement   | \$15.00   |
|     | Each additional floor   | \$40.00   |
| (2) | <i>Garages (attached or unattached, brick or frame)</i>             |   |
|     | Garage  | \$40.00 per sq. ft.<br>or contractor's<br>estimated cost,<br>whichever is greater |
|     | Single Carport  | \$1,000.00  |
|     | Double Carport  | \$1,500.00  |
|     | Each additional carport   | \$700.00  |
| (3) | <i>Commercial-Recreational Buildings (with or without basement)</i> |   |
|     | Masonry, concrete,<br>or frame construction                         | \$120 per sq. ft. or contractor's est. cost,<br>whichever is greater              |

	Steel construction	\$100 per sq. ft. or contractor's est. cost, whichever is greater
	Each additional floor	\$60 per sq. ft. or contractor's est. cost, whichever is greater
(4)	<i>Warehouse Storage (with or without basement-unfinished interior)</i>	
	Masonry, concrete, or frame construction	\$80 per sq. ft. or contractor's est. cost, whichever is greater
	Steel construction	\$70 per sq. ft. or contractor's est. cost, whichever is greater
	Each additional floor	\$40 per sq. ft. or contractor's est. cost, whichever is greater
(5)	Miscellaneous Building Permits Fence, Egress Window, Driveway, Sidewalks	\$20.00
(6)	<i>Remodeling any residence, garage, commercial building</i> – use contractor's estimated cost	
<b>B.</b>	<b>VALUATION FEE:</b>	
(1)	\$1.00 to \$500.00	\$20.00
(2)	\$501.00 to \$2,000.00	\$20.00 for the first \$500.00, plus \$2.00 for each Additional \$100.00 or fraction thereof, to and including \$1,900.00
(3)	\$2,001.00 to \$25,000.00	\$90.00 for the first \$2,000.00 plus \$10.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
(4)	\$25,001.00 to \$50,000.00	\$320.00 for the first \$25,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
(5)	\$50,001.00 to \$100,000.00	\$520.00 for the first \$50,000.00 plus \$6.00 for each Additional \$1,000.00 fraction thereof, to and including \$100,000.00
(6)	\$100,001.00 to \$300,000.00	\$820.00 for the first \$100,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$200,000.00
(7)	\$300,001.00 to \$500,000.00	\$1620.00 for the first \$300,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof, to and including \$300,000.00
(8)	\$500,001.00 and up	\$2020.00 for the first \$500,000.00 plus \$1.00 for each Additional \$1,000.00 or fraction thereof
<b>C.</b>	<b>BUILDING PERMIT ISSUANCE ADMINISTRATIVE FEE</b>	\$30.00
<b>D.</b>	<b>CERTIFICATE OF OCCUPANCY Refundable Deposit</b>	(SEE Section III hereof) \$500.00

Certificate of Temporary Occupancy \$750.00

E. **Certificate of Zoning Compliance** \$25.00

F. **DISCOUNTED FEES:** Any political subdivision applying for a Building Permit is eligible for a 50% discount on the valuation fee calculated in paragraph B of the above section. All other permit fees and charges shall apply.

II.

The following fees shall be charged for the specific items and shall be in addition to the Building Permit Fee as set forth in Section I hereof:

A. **Moving Building.** Before any building is moved, a permit for such removal shall be obtained. The fee for such permit shall be the sum of \$50 except in the case of private garages and small buildings not exceeding 240 sq. ft. of floor area, in which case the fee shall be the sum of \$15.00.

B. **Demolish Buildings.** Before any building is demolished, a permit to do so shall be obtained and County Assessor's and County Treasurer's offices notified, and all taxes are to be paid on said property. The fee for such permit shall be \$30.00 for 240 sq. ft. or less. For buildings over 240 sq. ft., \$30.00 plus \$3.00 for each additional 100 sq. ft. or fraction thereof.

C. **Erection of Signs.** Before any sign is erected a permit shall be obtained. The City of Wahoo shall charge and collect the following fee:

For signs valued at \$50 - \$500	\$25.00
All over \$500	Use above fee schedule

Mechanical Permit	
Permit issuance fee:	\$25.00
Up to 100,000 BTU	\$20.00
Over 100,000 BTU	\$30.00
Air Conditioner or Heat Pump	\$20.00

Plumbing Permit	
Permit issuance fee:	\$25.00
Sewer or Septic	\$20.00
Water Service or Well	\$20.00
Gas System	\$10.00
Water heater	\$ 7.00
Each fixture	\$ 7.00

Occupancy certificate will not be issued until final State Electrical Inspection is complete.

III.

After the construction and/or remodeling of a building is completed, the owner thereof shall contact the Building Inspector/Zoning Administrator to conduct an occupancy inspection of said building pursuant to Section 9.05 of the Zoning Ordinance of the City of Wahoo, Nebraska. Upon the Building Inspector's/Zoning Administrator's determination that all Ordinances, Codes, Rules and Regulations of the City of Wahoo, Nebraska, reference the construction of said building have been complied with, the

Building Inspector/Zoning Administrator shall issue a Certificate of Occupancy and refund to the owner thereof the aforementioned Certificate of Occupancy Permit Fee of \$250.00. If there are violations of said Ordinances, Codes, Rules and Regulations, the Building Inspector/Zoning Administrator shall not issue the Certificate of Occupancy until all violations have been corrected. If the owner has moved into the newly constructed and/or remodeled building prior to the issuance of the Certificate of Occupancy, or if the owner is using the newly constructed and/or remodeled building prior to the issuance of the Certificate of Occupancy, the Building Inspector/Zoning Administrator, in his/her discretion, may deduct from the Certificate of Occupancy Permit Fee a reasonable amount for said violation and/or violations, prior to the issuance of the Certificate of Occupancy.

IV.

All building permits as set forth in the Building Permit Fee Schedule must be applied for and obtained before construction or any work is begun upon the building or remodeling of a building. If construction or work is begun prior to obtaining of the permit, the City of Wahoo shall charge and collect double the amount of fee otherwise specified. All fees for building permits of any type shall be collected before said permit is issued. All such fees for obtaining building permits shall cover the costs of inspections required by the City of Wahoo and no additional fees shall be required for anyone applying for such permit. All fees for building permits of any type shall be payable to the City Clerk and the City of Wahoo and shall be deposited for the use and purposes of the General Fund of the City of Wahoo, Nebraska.

Ordinance No. 2415 was introduced by Council Member Krejci entitled: AN ORDINANCE OF THE CITY OF WAHOO, NEBRASKA, PROVIDING FOR THE TERMS OF THE APPOINTED OFFICERS AND FIXING THE SALARIES AND BENEFITS OF THE APPOINTED OFFICERS OF THE CITY OF WAHOO, NEBRASKA; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES IN CONFLICT AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND TAKE EFFECT.

Council Member Krejci moved that the statutory rules in regard to the passage and adoption of ordinances be suspended so that the said ordinance might be introduced, read by title, and then moved for final passage at the same meeting. Council Member Warford seconded said motion. The Mayor put the question and instructed the Clerk to call for the roll for the vote thereon. The Clerk called the roll, and the following was the vote on the motion to suspend the rules: Krejci, yes; Warford yes; Nagle, yes; Rappl, yes; Sweet, yes; and Ideus, absent and not voting. Motion carried. The motion having been carried by the affirmative votes of no less than three-fourths of the members of the Council, the Mayor declared the statutory rules in regard to the passage and approval of ordinance be suspended so that Ordinance No. 2415 may be read by title and moved for final passage in the same meeting.

Council Member Krejci moved that Ordinance No. 2415 be approved and passed, and its title agreed to. Council Member Warford seconded the motion. The Mayor instructed the Clerk to call the roll for the vote and the following was the vote on this motion: Krejci, yes; Warford, yes; Rappl, yes; Sweet, yes; Nagel, yes. and Ideus, absent and not voting. Motion carried.

Council Member Rappl motioned and Warford seconded to approve the 2021-22 KENO report. Roll call vote: Rappl, yes; Warford, yes; Krejci, yes; Sweet, yes; Nagel, yes. and Ideus, absent and not voting. Motion carried.

James Craft asked if the KENO agreement that the city had with the current KENO operator was exclusive because other businesses would like the opportunity to bring in a different Keno operator. City



Administrator Harrell advised that she would review the agreement and reach out to him with more information.

Council Member Krejci motioned, and Council Member Nagel seconded to approve Change Order #1 for the North Highlands Subdivision project in the amount of \$11,266.50 to M.E. Collins. Roll call vote: Krejci, yes; Nagel, yes; Sweet, yes; Rappl, yes; Warford, yes; and Ideus, absent and not voting. Motion carried.

Council Member Krejci motioned, and Council Member Nagel seconded to approve Final Pay App #3 for the North Highlands Subdivision project in the amount of \$90,547.12 to M.E. Collins. Roll call vote: Krejci, yes; Nagel, yes; Sweet, yes; Rappl, yes; Warford, yes; and Ideus, absent and not voting. Motion carried.

Council Member Krejci motioned, and Council Member Nagel seconded to approve the acceptance of substantial completion for the North Highlands Subdivision. Roll call vote: Krejci, yes; Nagel, yes; Sweet, yes; Rappl, yes; Warford, yes; and Ideus, absent and not voting. Motion carried.

Council Member Warford motioned and Council Member Sweet seconded to enter into closed session for the purpose of protection of public interest at 7:54 p.m. Roll call vote: Warford, yes; Sweet, yes; Rappl, yes; Krejci, yes; Nagel, yes; and Ideus, absent and not voting. Motion carried.

The Mayor announced the Council, City Administrator Harrell, and City Attorney Lausterer would be entering into closed session for the protection of public interest.

Council Member Rappl motioned, and Council Member Nagel seconded to return to regular session at 8:47 p.m. Roll call vote: Rappl, yes; Nagel, yes; Warford, yes; Sweet, yes; Krejci, yes; and Ideus, absent and not voting. Motion carried.

Mayor Johnson outlined his priorities for 2023 and beyond. Comments were made about the possibility of a retreat, C-1 to C-3 zoning, food truck regulations, and traffic patterns along 3<sup>rd</sup> Street near the Civic Center.

Council Member Warford motioned and Council Member Sweet seconded to adjourn the meeting at 9:04 p.m. Warford, yes; Sweet, yes; Rappl, yes; Krejci, yes; Nagel, yes; and Ideus, absent and not voting. Motion carried.

The next regular meeting is January 10th, 2023, at 7:00pm at the Wahoo Public Library, 637 N. Maple St.

Approved:

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Christina Fasel, City Clerk

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Gerald D. Johnson, Mayor

The regular monthly meeting of the Wahoo Public Library Board of Trustees took place on Tuesday December 13, 2022 at 7:00 p.m. in Meeting Room B (Former Computer Lab)

Present: **Amber Francis, Kal Lausterer, Gene Mercer, Teresa Urlacher, and Library Director Denise Lawver.**

Guests: None Absent: Jenny Wagner-Kramer

**AGENDA:**

- I. **Open Meetings Compliance Law:** addressed and noted, meeting called to order at 7:02 p.m. by President Teresa Urlacher.
- II. **Roll Call, Absences, & Recognition of guests**—all present except Jenny Wagner-Kramer, no guests.
- III. **Approval & adjustments to the agenda**—Motion by Francis, Second by Mercer to approve the agenda. Voting yes to approve: Francis, Mercer, Lausterer, & Urlacher.
- IV. **Approval of Library Board minutes of November 8, 2022**—Motion by Lausterer, Second by Mercer to approve the minutes: Voting yes to approve: Lausterer, Mercer, Francis and Urlacher.
- V. **Review of Bills & Budget/Revenue Sheets**—
- VI. **Director's Report**—Denise—
- VII. **Old Business:**
  - A. Update on meeting room kitchen addition & submission of bid for service from Veskerna plumbing.
  - B. Project proposal for January Library Foundation meeting—Amber as the new Library Board representative to the Foundation will present a request for funding for future projects that will include the kitchen project in the main meeting room, technology upgrades that would eliminate the large computer station with a table with power access for patron PC's, Children's Activity room plans, & upgrades to the staff circulation areas.
- VIII. **New Business:**
  - A. Items not on agenda may be added during action of item III.
  - B. Employee Evaluation—Carrie Trutna—started her 16<sup>th</sup> year at the library this month, very good evaluation, she is eligible for step raise.
  - C. Youth Service Grant Submission—if awarded this grant which is just under \$20K would need a 25% partner match. We are hoping to get matches from the Library Foundation (Milrae Anderson Endowment), Library Friends & Wahoo Area Kiwanis. The grant is for the outdoor music space that would be located on the south-east side of the library.
- IX. **Adjournment:** Motion by Mercer, Second by Francis; **to adjourn at 8:02 p.m.: Voting yes: Mercer, Francis, Lausterer, and Urlacher.**

**Next Regular Meeting: Tuesday** January 10, 2023 at 7:00 p.m.  
Denise Lawver Recording Secretary

# Resolution for Wilmer Ridge

RESOLUTION NO. 2023-\_\_

RESOLUTION ACCEPTING THE BIDS FOR THE CONSTRUCTION OF IMPROVEMENTS IN STREET IMPROVEMENT DISTRICT NO. 2022-01, SANITARY SEWER DISTRICT NO. 2022-01, WATER IMPROVEMENT DISTRICT 2022-01, AND STORM WATER SEWER DISTRICT NO. 2022-01; AND APPURTENANCES FOR THE WILMER RIDGE SUBDIVISION, ALL LOCATED IN THE CITY OF WAHOO, NEBRASKA.

BE IT RESOLVED THAT THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA:

Section 1. That bids for the furnishing of labor, tools, materials, and equipment required to construct improvements and such other work as may be incidental thereto in Street Improvement District No. 2022-01, Sanitary Sewer District No. 2022-01, Water Improvement District No. 2022-01, and Storm Water Improvement District No. 2022-01 and appurtenances for the Wilmer Ridge Subdivision, in the City of Wahoo, Nebraska, were submitted by the following contractors:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
K2 Construction, Inc., Lincoln, NE	\$2,131,577.10
M.E. Collins Contracting Co., Inc., Wahoo, NE	\$2,654,711.00

Section 2. That K2 Construction., Inc. is the lowest and best bid received;

Section 3. That the bids as above set forth, filed with the City Clerk in accordance with the terms of published notice calling for the proposals for furnishing of labor, tools, materials and equipment required to construct said improvements and such other work as may be incidental thereto in Street Improvement Project No. 2022-01, Sanitary Sewer District No. 2022-01, Water Improvement District No. 2022-01, and Storm Water Improvement District No. 2022-01 and appurtenances for the Wilmer Ridge Subdivision, in the City of Wahoo, Nebraska, be and the same are hereby accepted, and the Mayor and City Clerk are authorized and instructed to execute the necessary construction contracts and agreements on behalf of the City with K2 Construction, Inc., as submitted.

PASSED this 10th day of January, 2023.

CITY OF WAHOO, NEBRASKA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

[SEAL]



## Tab Sheet

**PROJECT** | Wilmer Ridge Addition Infrastructure Improvements

**JEO PROJECT NO.** | 220195.00

**LOCATION** | Wahoo, Nebraska

				K2 CONSTRUCTION		M E COLLINS	
GROUP A - PAVING - INTERNAL							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$40,000.00		\$15,757.00
2	Bonding and Insurance	1	LS		\$16,500.00		\$2,101.00
3	Remove Pavement	646	SY	\$10.00	\$6,460.00	\$13.00	\$8,398.00
4	Subgrade Preparation	14,140	SY	\$2.00	\$28,280.00	\$2.00	\$28,280.00
5	7" Concrete Pavement	14,140	SY	\$53.60	\$757,904.00	\$77.00	\$1,088,780.00
6	6" Concrete Pavement	65	LF	\$78.00	\$5,070.00	\$64.00	\$4,160.00
7	Construct Concrete Header	62	LF	\$25.00	\$1,550.00	\$17.00	\$1,054.00
8	5" Concrete Sidewalk	6,610	SF	\$6.50	\$42,965.00	\$56.00	\$370,160.00
9	ADA Dome Panels	112	SF	\$46.00	\$5,152.00	\$50.00	\$5,600.00
10	Crushed Rock Surface Course (Trail, 5" Thick)	270	TONS	\$80.00	\$21,600.00	\$65.00	\$17,550.00
11	Supply and Construct Street Sign and Post	13	EA	\$400.00	\$5,200.00	\$415.00	\$5,395.00
TOTAL GROUP A					\$930,681.00		\$1,547,235.00
GROUP B.1 - WATER - INTERNAL							
1	Mobilization	1	LS		\$12,000.00		\$5,608.60
2	Bonding and Insurance	1	LS		\$1,000.00		\$2,101.00
3	6" PVC C-900 DR-18 Water Main	4,643	LF	\$62.20	\$288,794.60	\$40.40	\$187,577.20
4	Install 6" x 6" Tapping Tee with 6" FL x MJ Gate Valve and Box (Materials and Installation)	1	EA	\$6,200.00	\$6,200.00	\$7,291.10	\$7,291.10
5	Install 16" x 6" Tapping Tee with 6" FL x MJ Gate Valve and Box (Materials and Installation)	1	EA	\$7,400.00	\$7,400.00	\$22,546.40	\$22,546.40
6	6" Gate Valve and Box, MJ	12	EA	\$2,000.00	\$24,000.00	\$187.00	\$2,244.00
7	6" 11.25° Bend, MJ	4	EA	\$445.00	\$1,780.00	\$560.90	\$2,243.60
8	6" 45° Bend, MJ	18	EA	\$500.00	\$9,000.00	\$560.90	\$10,096.20
9	6" 90° Bend, MJ	2	EA	\$520.00	\$1,040.00	\$616.90	\$1,233.80
10	6" x 6" x 6" Tee, MJ	12	EA	\$650.00	\$7,800.00	\$774.00	\$9,288.00
11	6" Cross, MJ	1	EA	\$960.00	\$960.00	\$953.50	\$953.50
12	6" Plug, MJ	2	EA	\$158.00	\$316.00	\$392.60	\$785.20
13	Remove and Relocate Fire Hydrant 10' South	1	EA	\$2,200.00	\$2,200.00	\$2,243.40	\$2,243.40
SUBTOTAL GROUP B.1					\$362,490.60		\$254,212.00
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP B.1 @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)							
TOTAL GROUP B.1					\$362,490.60		\$254,212.00

				K2 CONSTRUCTION		M E COLLINS	
GROUP B.2 - WATER - FIRE HYDRANTS							
Item	Description	Qty.	Unit	Unit Price	Total	Unit	Total
1	6" Fire Hydrant Assembly	8	EA	\$9,000.00	\$72,000.00	\$8,861.50	\$70,892.00
TOTAL GROUP B.2					\$72,000.00		\$70,892.00
GROUP C - SANITARY SEWER							
1	Mobilization	1	LS		\$11,000.00		\$5,608.60
2	Bonding & Insurance	1	LS		\$1,000.00		\$2,101.00
3	8" PVC Sanitary Sewer Main, SDR 35	3,906	LF	\$48.00	\$187,488.00	\$55.00	\$214,830.00
4	8" x 4" Wye, PVC	70	EA	\$145.00	\$10,150.00	\$224.30	\$15,701.00
5	4" PVC Sanitary Sewer Service, SDR 26	2,149	LF	\$41.00	\$88,109.00	\$40.40	\$86,819.60
6	48" Dia. Concrete Manhole	124	VF	\$650.00	\$80,600.00	\$880.50	\$109,182.00
7	Connect to Existing Sanitary Sewer Main	1	EA	\$2,000.00	\$2,000.00	\$2,467.80	\$2,467.80
8	8" PVC Sanitary Sewer Plug	2	EA	\$80.00	\$160.00	\$336.50	\$673.00
TOTAL GROUP C					\$380,507.00		\$437,383.00
GROUP D - STORM SEWER							
1	Mobilization	1	EA		\$12,000.00		\$15,757.00
2	Bonding and Insurance	1	EA		\$1,000.00		\$2,101.00
3	15" RCP, Class III	17	LF	\$73.00	\$1,241.00	\$54.00	\$918.00
4	18" RCP, Class III	735	LF	\$86.50	\$63,577.50	\$63.00	\$46,305.00
5	24" RCP, Class III	321	LF	\$112.00	\$35,952.00	\$90.00	\$28,890.00
6	30" RCP, Class III	657	LF	\$125.00	\$82,125.00	\$107.00	\$70,299.00
7	15" RCP Flared End Section	2	EA	\$1,000.00	\$2,000.00	\$1,052.00	\$2,104.00
8	18" RCP Flared End Section	2	EA	\$1,125.00	\$2,250.00	\$1,161.00	\$2,322.00
9	24" RCP Flared End Section	3	EA	\$1,355.00	\$4,065.00	\$1,477.00	\$4,431.00
10	30" RCP Flared End Section	2	EA	\$1,400.00	\$2,800.00	\$1,648.00	\$3,296.00
11	48" Dia. Storm Sewer Manhole	1	EA	\$3,500.00	\$3,500.00	\$4,275.00	\$4,275.00
12	60" Dia. Storm Sewer Manhole	2	EA	\$5,500.00	\$11,000.00	\$6,331.00	\$12,662.00
13	Curb Inlet (y=10')	5	EA	\$6,200.00	\$31,000.00	\$6,492.00	\$32,460.00
14	Curb Inlet (y=18')	7	EA	\$7,890.00	\$55,230.00	\$8,385.00	\$58,695.00
15	Remove RCP Storm Sewer Pipe	658	LF	\$24.50	\$16,121.00	\$15.00	\$9,870.00
16	Rip Rap Type "B"	15	TON	\$120.00	\$1,800.00	\$93.00	\$1,395.00
17	Area Inlet at Outlet Structure	3	EA	\$6,700.00	\$20,100.00	\$5,010.00	\$15,030.00
18	Curb Inlet (y=10') (Depth Greater than 7'6")	1	EA	\$7,750.00	\$7,750.00	\$8,306.00	\$8,306.00
19	Curb Inlet (y=18') (Depth Greater than 7'6")	1	EA	\$10,000.00	\$10,000.00	\$9,416.00	\$9,416.00
TOTAL GROUP D					\$363,511.50		\$328,532.00
GROUP E - EROSION CONTROL							
Item	Description	Qty.	Unit	Unit Price	Total	Unit	Total
1	Curb Inlet Sediment Filter	14	EA	\$120.00	\$1,680.00	\$105.00	\$1,470.00
2	Area Inlet Sediment Filter	3	EA	\$265.00	\$795.00	\$105.00	\$315.00
3	Erosion Control Mat with Seed	10,480	SY	\$1.90	\$19,912.00	\$1.40	\$14,672.00

	K2 CONSTRUCTION	M E COLLINS	
TOTAL GROUP E	\$22,387.00		\$16,457.00
TOTAL GROUPS A, B.1, B.2, C, D & E	\$2,131,577.10		\$2,654,711.00

# Liquor License Payment Agreement



**Electronic Government Service Level Agreement  
with  
City of Wahoo, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, dba NIC Nebraska, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and City of Wahoo, Nebraska, a state governmental entity or political subdivision of Nebraska ("the Partner").

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. APPLICATION SUPPORT
  - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
  - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
  - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
  - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. **PARTNER'S FEES** – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. **TECHNOLOGY STANDARD** – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. **CONFIDENTIALITY** – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
7. **AGREEMENT REPRESENTATIVES AND NOTICES** – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address:	City of Wahoo, Nebraska, Mayor 605 N Broadway Wahoo, Nebraska 68066
Phone:	(402) 443-3222
Email:	<a href="mailto:fasel@wahoo.ne.us">fasel@wahoo.ne.us</a>

Mailing Address:	Nebraska Interactive dba NIC Nebraska 1135 M Street, Suite 220 Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	<a href="mailto:ne-general-manager@nicusa.com">ne-general-manager@nicusa.com</a>

Mailing Address: Nebraska State Records Board  
Secretary of State  
1445 K Street, Suite 2300  
Lincoln, NE 68509  
Phone: 402-471-1572  
Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. **INTERFACE AND DATABASE DEVELOPMENT** – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. **SWIPE HARDWARE PROVISION AND SUPPORT**
  - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
  - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
  - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most

current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

- e. **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
  - i. **Credit Card and Electronic Check Payments through State-Selected Processor** – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
  - ii. **Credit Card and Electronic Check Payments through the Contractor-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii. **Return or Chargeback** – If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
  - iv. **Refunds** – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v. **Credit Card Chargebacks** – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi. **Check Returns** – Returned checks will be deducted from future Partner Disbursement at the time the return is processed from the State Treasurer or

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

- vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.

- 15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.
- 18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
- 20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:

  
8E27E149F82B46E

1/3/2023

Brent Hoffman  
General Manager

Date

**City of Wahoo, Nebraska**

Gerald D. Johnson  
Mayor

Date

**Nebraska State Records Board (NSRB)**

Secretary of State, Robert B Evnen  
Chairperson

Date



1/3/2023



# Private Utility

157 W 5th St  
Wahoo Locker Sewer Service

5th street

New way

← 6 ft →

sewer main in alley to the south

old way

can't run sewer this way due  
to storm sewer in the way  
storm sewer

sewer main to the west