

WAHOO CITY COUNCIL AGENDA

Tuesday April 25, 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 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 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

Library Director Denise Lawver

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 of the Jan 20, 2023, Work Session of the City Council.
3. Acceptance of the April 6, 2023, meeting of the planning commission.
4. Approval of Drawdown #11 for \$19,228.75 including approval of claims for payment from SENDD for \$1,593.75 for Administration, \$850.00 to SENDD for Housing Management, \$2,055.00 to SENDD for Lead, \$7980.00 to Crewline Exteriors, and \$6,750.00 to Welch Masonry.

Public hearing and associated action items

Tabled business

1. Approval of 3rd reading of Ordinance No 2429 regarding ATV/UTV's within city limits

Action items not requiring a public hearing

1. Approval of 3rd reading of Ordinance No 2431 regarding amendment to zoning regulations as recommended by the Planning Commission to increase required parking stalls for multi-family residences.
2. Acceptance of annual TIF report.
3. Discussion and action on Joint Pole Agreement with Charter Communications
4. Discussion and action on Joint Pole Agreement with Great Plains Communications
5. Approval of joint purchase with Wahoo Utilities for a Jet/Vac Combo Truck
6. Approval of Ordinance No 24xx an amendment to change rate policy 38.19 regarding customer owned generation excess power rate.
7. Action regarding sewer backup claim at 1025 N Hackberry.
8. Declaration of surplus property
9. Waiver of Separate Submittals for preliminary and Final Plats for Menn Commercial Park First Replat, a replat of lots 2 and 3, Menn Commercial Park to the City of Wahoo, Saunders County, Nebraska
10. Approval of Ordinance No 24xx an amendment to municipal code defining amusement devices requiring permit.
11. Authorization for City Administrator to sign Underwriting Engagement and Disclosure Letter with D.A. Davidson for permanent financing for North Highlands Subdivision infrastructure improvements and interim financing for the Wilmer Ridge Subdivision infrastructure improvements.
12. Resolution to set the date, time and location for the Board of Equalization to meet to consider the levying of special assessments for the North Highlands Subdivision (May 9, 2023, at 7:00 p.m.)
13. Resolution to consent to the assignment and assumption of the redevelopment contract for the Sid Dillon Wahoo Inc. Project
14. Approval of Waiver of required surfacing materials for commercial parking lots for Destiny Campus/Kennedy Campus

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. May 9, 2023 (agenda deadline = 5:00pm May 4, 2023)
2. May 23, 2023 (agenda deadline = 5:00pm May 18, 2023)
3. June 13, 2023 (agenda deadline = 5:00pm June 8, 2023)

Consent Agenda

Wahoo Public Library

Wahoo, Nebraska

April 20, 2023

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, Carl Warford, Chris Rappl, Patrick Nagel and Ryan Ideus, and Shane Sweet. Council Members absent: None.

Council Member Rappl motioned, and Council Member Ideus seconded to approve the minutes of the April 11th, 2023, meeting of the city council. Roll call vote Rappl, yes; Ideus, yes; Nagle, yes; Warford, yes; Sweet, yes; and Krejci, yes. Motion carried.

City Administrator Harrell gave a history of current city facilities, past improvements, and detailed the facility needs for the City, Utilities, Police, Fire, and EMS departments. Department heads for EMS and Utilities addressed specific needs for their department.

The council discussed the undeniable facility improvements needed for the Police, the need for a public safety facility and agreed that the current city hall would be a prime location to house Police and EMS departments adjacent to the Fire Hall. Regardless of the use of City Hall, there was a consensus that that building needs to be updated. If remodeled to be a public safety facility, city staff and utilities department would be displaced. The council then discussed potential locations for the city offices and utility department.

Parks and Recreation Director Stuhr reported on the needs of his department including expansion of the current civic center.

General direction was provided to city staff for investigation into options discussed.

Council Member Krejci motioned, and Council Member Warford seconded to adjourn the meeting at 6:50pm.

The next regular meeting is April 25, 2023, at 7:00pm at the Wahoo Public Library, 637 N Maple Street.

Approved:

Christina Fasel, City Clerk

Gerald D. Johnson, Mayor

WAHOO PLANNING COMMISSION

Meeting Minutes

April 6, 2023

The Wahoo Planning Commission met in regular session and in accordance with the agenda posted at City Hall, the Post Office, and First Bank of Nebraska with each board member being notified of the agenda prior to the meeting. The meeting was called to order at 7:00 p.m. by Chair Mike Kleffner and opened with the Pledge of Allegiance. The Chair advised the public of the posted information regarding Nebraska Open Meetings Act and Title VI. The following Board members were present, answering roll call: Kleffner, Brooks, Pfligler, Fick, and Iversen. Absent: Pearson, Gabel, Wilcox, and Baumert. Travis Beavers, Building Inspector/Zoning Administrator, and Jerry Johnson, Mayor, were also present.

The Chair reviewed how the presentations for the meeting will proceed and the order for business.

The Chair announced the first discussion and action to recommend/not recommend approval of the proposed parking plan for Peoples Destiny Ministry located on property described as Lot 2 Colony Subdivision replat to Wahoo and part of vacated Oak Street (2.64 acres). The applicant, Pastor Rich Vernon, was invited to speak. Vernon spoke about issues with drainage, showed an informational video for Core Landscape Products, distributed a handout to the members, and demonstrated the product. Several questions were raised and addressed, including the temperature range of the product, the lifespan of the product, the aggregate of the rock for the product, issues with the transportation corridor design standards and changing zoning regulations for a single project, and the probability of the product becoming impervious. Vernon explained the preparation and maintenance costs and reviewed the layout of the parking lot with the members. Motion by Pfligler, seconded by Iversen, to not recommend approval of the proposed parking plan for Peoples Destiny located on property described as Lot 2 Colony Subdivision replat to Wahoo and part of vacated Oak Street based on not meeting the surfacing, curbing, or landscaping requirements spelled out within the zoning requirements as well as the transportation corridor design standards. Roll call vote: Pfligler, yes; Iversen, yes; Brooks, yes; Fick, yes; and Kleffner, yes. Absent and not voting was Baumert, Pearson, Gabel, and Wilcox. Motion carried. Beavers stated he will add the issue to the agenda for the next City Council meeting.

Beavers reported his monthly report was not yet complete, however he provided the following updates on current and upcoming projects:

- They are moving dirt at the site of the Wahoo Public High School addition.
- The North Highlands site has continued activity. Two houses have already been framed, and a hole is dug for another one.
- Dirt work has begun at the Wilmer Ridge site, which will have both residential and commercial development.

- They are working on a new sign for the old street building by Sam Crawford field. The building was renovated into a Parks & Rec building.

Miscellaneous and correspondence:

- Beavers announced the members will discuss a possible amendment to the sign regulations pertaining specifically to canopies at the next meeting. They will also discuss the replat for the Peoples Destiny Ministry campus.
- Beavers attended a meeting about the roundabout scheduled to be constructed at the Highway 109/Highway 77 intersection.
- Beavers also attended the NPZA annual meeting last month and received the Professional Award for recognition and appreciation of outstanding service in leadership and support of community planning efforts as the Zoning Administrator and Building Inspector in Wahoo. Beavers stated he attended a session at that meeting where discussion was held regarding curb and gutter requirements for 1-acre or larger lots. General consent was that even though a proposed development without curb and guttering might be cheaper up front, it is better to require curb and gutter for storm drainage to address runoff long term instead of having maintenance issues later that will be more costly for the City. He stated that Grand Island does not prohibit large lot residential, but they do require water and sewer lines be installed within the development as part of the plat approval so that they are available once the city grows into the area and city utilities can be provided.
- Beavers addressed questions regarding the addition of a large garage onto a home at 15th and Linden streets commonly known as 1458 N Linden. Documents regarding the building permit application and approval process were shared with the members. The property owner provided a survey as well as engineered footings and engineered building drawings when applying for the permit. The structure is attached to the primary and meets all height, setbacks, and percent of lot coverage requirements. Discussion was held regarding the type of building, the lot specifications, and construction specifications.
- Fick suggested the city consider building pickleball courts in town. He explained that Ashland is building 6 pickleball courts with a bar and grill, and he wondered if Wahoo has considered anything like it.

There were no corrections to the March 2, 2023, minutes. Motion was made by Fick, seconded by Iversen, to approve the minutes from the March 2, 2023, meeting. Roll call vote: Fick, yes; Iversen, yes; Brooks, yes; Pfligler, yes; Kleffner, yes. Absent and not voting was Pearson, Baumert, Gabel, and Wilcox. Motion passed.

The meeting was adjourned at 8:24 p.m.



April 20, 2023

Christina Fasel
 City of Wahoo
 605 N. Broadway
 Wahoo, NE 68066

RE: **Drawdown #11 Admin & Project Expenses for 19-HO-16103**

Dear Christina,

Enclosed is Drawdown #11 for the Owner-Occupied Housing Rehab program. After you have reviewed the material, please have Gerald Johnson, Mayor & Christina Fasel, City Clerk sign the DD as noted and mail the original DD form back to SEND D for processing. Please sign all documents in **“BLUE INK”** and place a copy of this documentation in File #4 – Financial Management located in your grant folder.

After submittal of the Drawdown for Project #**19-HO-16103**, in 5 to 10 days, when the automatic transfer is received from NDED and deposited into the City CDBG account and following City Council action on such bills, please write the following check(s):

| | TOTAL | CDBG | Match |
|--|--------------------|--------------------|---------------|
| (Drawdown #11). The following CDBG Activity Code 0181, 0580 & 0580 bills have not yet been paid. Please mail copies of all checks to the Lincoln SEND D Office. | | | |
| SEND D Invoice #'s: (27-29) Project # 19-HO-36100 - Admin | \$1,593.75 | \$1,593.75 | \$0.00 |
| SEND D Invoice #'s: (25-27) Project # 19-HO-36100 - HM | \$850.00 | \$850.00 | \$0.00 |
| SEND D Invoice #'s: (2-3) Project # 19-HO-36100 - Lead | \$2,055.00 | \$2,055.00 | \$0.00 |
| Crewline Exteriors Project #019 | \$4,880.00 | \$4,880.00 | \$0.00 |
| Crewline Exteriors Project #010 | \$3,100.00 | \$3,100.00 | \$0.00 |
| Welch Masonry Project #010 | \$6,750.00 | \$6,750.00 | \$0.00 |
| Totals: | \$19,228.75 | \$19,228.75 | \$0.00 |

LINCOLN OFFICE
 7407 O Street
 Lincoln, NE 68510
 Office: 402-475-2560

www.sendd.org



SEND D is an Equal Opportunity Provider and Employer



According to the above figures, the City of Wahoo should make the following payments:

****CDBG FUNDS PAYMENTS****

\$1,593.75 total to: SEND D (from Activity Code 0181) – Administration

\$850.00 total to: SEND D (from Activity Code 0580) – Housing Management

\$2,055.00 total to: SEND D (from Activity Code 0580a) – Lead

\$7,980.00 total to: Crewline Exteriors (from Activity Code 0530) – Rehab

\$6,750.00.00 total to: Welch Masonry (from Activity Code 0530) – Rehab

**** Please include a copy of this letter and a copy of the checks with your payment****

Please feel free to give me a call at (402) 475-2560 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Warrelmann", is written over a light blue horizontal line.

James Warrelmann

Director of Housing Services

LINCOLN OFFICE
7407 O Street
Lincoln, NE 68510
Office: 402-475-2560

www.sendd.org



SEND D is an Equal Opportunity Provider and Employer



Request for Funds (Drawdown/Payment Request)
Community Development Block Grant Program
 Nebraska Department of Economic Development

| | | | | | | | |
|---|--|---------------------------------|--|--|---|--------------------|---|
| Name of Subrecipient (Local Unit of Government) City of Wahoo | | | Mailing Address 605 North Broadway | | City Wahoo | State NE | ZIP 68066 |
| CDBG Agreement Number 19-HO-16103 | Federal Identification Number 47-6006400 | DUNS Number 009029203 | UEI Number LDZJPM8ZAG89 | SAM Expiration Date 06/03/2023 | Number sequence order of funds 11 | Final Drawdown | DED Program Representative Amy Kienzler |

Part I – STATUS OF FUNDS

| | |
|---|---------------------|
| 1. CDBG Funds Received to Date | \$220,958.34 |
| 2. Add: Program Income Received to Date (exclude RLF) | |
| 3. Subtotal | \$220,958.34 |
| 4. Less: Federal Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3) | \$220,958.34 |
| 5. Total: Federal Funds On Hand (Must Agree To Part II, Line 6) | |

Part II – CASH REQUIREMENTS (Identify all activities listed in the CDBG Agreement, even if funds are not being requested.)

| Activity/Budget Category | 0181 | 0580 | 0580a | 0530 | | | TOTAL |
|--|--------------------|--------------------|-------------------|---------------------|--|--|---------------------|
| 1. Total Cash Requirements To Date | \$16,218.39 | \$35,697.13 | \$9,690.00 | \$223,581.57 | | | \$285,187.09 |
| 2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income) | | \$5,500.00 | \$3,000.00 | \$36,500.00 | | | \$45,000.00 |
| 3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF) | \$14,624.64 | \$29,347.13 | \$4,635.00 | \$172,351.57 | | | \$220,958.34 |
| 4. Total Current Cash Requirements | \$1,593.75 | \$ 850.00 | \$2,055.00 | \$14,730.00 | | | \$19,228.75 |
| 5. Less: Unpaid Previous Request. | | | | | | | |
| 6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5) | | | | | | | |
| 7. Net Amount of Federal Funds Requested | | | | | | | \$19,228.75 |

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award, I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). I also certify that the amount of the request for federal funds is not in excess of current needs.

| | | | |
|---|---|--|--|
| Signature of Authorized Official (Mayor/Board Chairman) | Typed Name of Authorized Official Gerald Johnson, Mayor | Date | |
| Signature of Authorized Official (Clerk/Treasurer) | Typed Name of Authorized Official Christina Fasel, City Clerk | Date | |
| Person Preparing Request for CDBG Funds Form Name: Jim Warrelmann | Organization: SEND | Telephone Number: 402-475-2560 | Email: jwarrelmann@sendd.org |

***PLEASE REFER TO INSTRUCTIONS FOR ADDITIONAL GUIDANCE. INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED**

****To update calculations, either tab two (2) fields or click on a different field with your mouse.**

Southeast Nebraska Development District

7407 O St
Lincoln, NE 68510-2444 US
402-475-2560
astutzman@sendedd.org
www.sendedd.org

INVOICE

BILL TO
City of Wahoo
605 N. Broadway
Wahoo, NE 68066-1697

INVOICE 27
DATE 12/31/2022
TERMS Net 60
DUE DATE 03/01/2023

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|-------------------------------|--|------|-------|--------|
| 11/17/2022 | Hsg Admin 1.2 Record Keeping | Reviewing contractor / SENDD invoices and preparing DD #10 | 2:00 | 85.00 | 170.00 |
| 11/18/2022 | Hsg Admin 1.2 Record Keeping | Reviewing contractor / SENDD invoices and preparing DD #10 | 1:00 | 85.00 | 85.00 |
| 11/22/2022 | Hsg Admin 1.3 Reports | Upload of NOAA to Amplifund | 0:15 | 85.00 | 21.25 |
| 12/06/2022 | Hsg Admin 1.1 Certified Admin | Meeting with Jim, Nichole, Ryan to reassess grant extensions/edit them. Fixing source doc tracker and invoice. | 1:00 | 85.00 | 85.00 |
| 12/09/2022 | Hsg Admin 1.2 Record Keeping | Preparing and submitting DD #10 | 2:00 | 85.00 | 170.00 |
| 12/12/2022 | Hsg Admin 1.2 Record Keeping | Preparing invoices and other documents for DD#10 | 2:00 | 85.00 | 170.00 |
| 12/28/2022 | Hsg Admin 1.1 Certified Admin | Drawdown 10 and submit DD9 proof of pay. | 0:45 | 85.00 | 63.75 |
| 12/30/2022 | Hsg Admin 1.1 Certified Admin | Try to fix drawdown issue in amplifund; notify DED. | 0:15 | 85.00 | 21.25 |

BALANCE DUE

\$786.25

Southeast Nebraska Development District

7407 O St
Lincoln, NE 68510-2444 US
402-475-2560
astutzman@sendedd.org
www.sendedd.org

INVOICE

BILL TO
City of Wahoo
605 N. Broadway
Wahoo, NE 68066-1697

INVOICE 28
DATE 01/31/2023
TERMS Net 60
DUE DATE 04/01/2023

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|-------------------------------|--|------|-------|--------|
| 01/03/2023 | Hsg Admin 1.1 Certified Admin | Drawdown issue; correspondence. | 0:15 | 85.00 | 21.25 |
| 01/04/2023 | Hsg Admin 1.1 Certified Admin | Webex with DED to fix drawdown issue. Submit DD10. Calls with Jim to go over amplifund issue and DD. | 1:00 | 85.00 | 85.00 |
| 01/06/2023 | Hsg Admin 1.1 Certified Admin | Completing DD #10. Updating spreadsheets, electronic and hard copy documents | 2:00 | 85.00 | 170.00 |
| 01/13/2023 | Hsg Admin 1.1 Certified Admin | Fix & resubmit DD10 | 0:15 | 85.00 | 21.25 |
| 01/25/2023 | Hsg Admin 1.1 Certified Admin | Work with new PSR internal spreadsheet. Input old info and prepare for new. | 0:45 | 85.00 | 63.75 |
| 01/27/2023 | Hsg Admin 1.1 Certified Admin | Fill out and submit PSR on amplifund. | 0:30 | 85.00 | 42.50 |
| 01/30/2023 | Hsg Admin 1.1 Certified Admin | Meeting to review PSR and program updates | 1:00 | 85.00 | 85.00 |

BALANCE DUE

\$488.75

Southeast Nebraska Development District

7407 O St
Lincoln, NE 68510-2444 US
402-475-2560
astutzman@sendedd.org
www.sendedd.org

INVOICE

BILL TO
City of Wahoo
605 N. Broadway
Wahoo, NE 68066-1697

INVOICE 29
DATE 02/28/2023
TERMS Net 60
DUE DATE 04/29/2023

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|-------------------------------|---|------|-------|--------|
| 02/03/2023 | Hsg Admin 1.3 Reports | Preparing files and report | 2:00 | 85.00 | 170.00 |
| 02/22/2023 | Hsg Admin 1.1 Certified Admin | Generating invoices and matching payment in QBO to recent drawdown. | 1:30 | 85.00 | 127.50 |
| 02/28/2023 | Hsg Admin 1.1 Certified Admin | Look into extension request status for Ryan. | 0:15 | 85.00 | 21.25 |

BALANCE DUE

\$318.75

Southeast Nebraska Development District

7407 O St
Lincoln, NE 68510-2444 US
402-475-2560
astutzman@sendedd.org
www.sendedd.org

INVOICE

BILL TO
City of Wahoo
605 N. Broadway
Wahoo, NE 68066-1697

INVOICE 25
DATE 12/31/2022
TERMS Net 60
DUE DATE 03/01/2023

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|-----------------------------|--|------|-------|--------|
| 11/23/2022 | HM B. Application Screening | Organizing files; preparing completed projects for audit | 2:00 | 85.00 | 170.00 |
| 12/06/2022 | HM I. Additional Services | Coordinating work with applicant #019 for window install | 2:00 | 85.00 | 170.00 |

BALANCE DUE

\$340.00

Southeast Nebraska Development District

7407 O St
Lincoln, NE 68510-2444 US
402-475-2560
astutzman@senedd.org
www.senedd.org

INVOICE

BILL TO
City of Wahoo
605 N. Broadway
Wahoo, NE 68066-1697

INVOICE 2
DATE 11/30/2022
TERMS Net 60
DUE DATE 01/29/2023

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|--------------------|---|------|-------|--------|
| 11/22/2022 | LEAD C. Amendments | Reviewing applications requiring LBP SWP measures | 2:00 | 85.00 | 170.00 |

BALANCE DUE **\$170.00**

Southeast Nebraska Development District

7407 O St
Lincoln, NE 68510-2444 US
402-475-2560
astutzman@sendedd.org
www.sendedd.org

INVOICE

BILL TO
City of Wahoo
605 N. Broadway
Wahoo, NE 68066-1697

INVOICE 3
DATE 02/28/2023
TERMS Net 60
DUE DATE 04/29/2023

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|-------------------------------|--|------|-------|--------|
| 02/02/2023 | LEAD A. Lead Hazard Screen | Preparing lead files and reports | 2:00 | 85.00 | 170.00 |
| 02/02/2023 | LEAD B. Clearance Examination | Lead based paint license renewal | | | 100.00 |
| 02/03/2023 | LEAD A. Lead Hazard Screen | Preparing lead files and reports | 1:00 | 85.00 | 85.00 |
| 02/13/2023 | LEAD B. Clearance Examination | Reviewing lead test results | 1:00 | 85.00 | 85.00 |
| 02/14/2023 | LEAD B. Clearance Examination | Reviewing LBP files and filing | 1:00 | 85.00 | 85.00 |
| 02/15/2023 | LEAD A. Lead Hazard Screen | Reviewing client files lead reports and filing | 2:00 | 85.00 | 170.00 |
| 02/16/2023 | LEAD A. Lead Hazard Screen | Reviewing client files lead reports and filing | 3:00 | 85.00 | 255.00 |
| 02/20/2023 | LEAD A. Lead Hazard Screen | Updating grant folders and files. Preparing and reviewing reports accuracy | 2:00 | 85.00 | 170.00 |
| 02/21/2023 | LEAD A. Lead Hazard Screen | Updating grant folders and files. Preparing and reviewing reports accuracy | 2:00 | 85.00 | 170.00 |
| 02/22/2023 | LEAD B. Clearance Examination | Updating grant folders and files. Preparing and reviewing reports accuracy | 2:00 | 85.00 | 170.00 |
| 02/23/2023 | LEAD B. Clearance Examination | Updating grant folders and files. Preparing and reviewing reports for accuracy | 1:00 | 85.00 | 85.00 |
| 02/24/2023 | LEAD B. Clearance Examination | Updating grant folders and files. Preparing and reviewing reports accuracy | 1:00 | 85.00 | 85.00 |
| 02/27/2023 | LEAD B. Clearance Examination | Reviewing lead test results and preparing reports | 2:00 | 85.00 | 170.00 |
| 02/28/2023 | LEAD B. Clearance Examination | Reviewing lead test results | 1:00 | 85.00 | 85.00 |

BALANCE DUE

\$1,885.00



CREWLINE EXTERIORS
9243 South 71st Street,
Lincoln, NE 68516

INVOICE

Job: 104: Cara Weichman
Invoice Name: 953 9th St
Invoice Number: 104-1
Terms: Upon Receipt

Location Address
953 9th Street
Wahoo, NE 68066

Cara Weichman
SEND D
953 9th Street
Wahoo, NE 68066

| | PRICE |
|--------------------------|-------------------|
| INVOICE | |
| Windows Section | \$4,880.00 |
| Subtotal: Invoice | \$4,880.00 |
| Grand Total | \$4,880.00 |

Invoice Balance Due: \$4,880.00

REMIT TO:
9243 South 71st Street, Lincoln,
NE 68516

Company Representative:
Jeff Menagh (402) 890-4040
jeff@CrewlineExteriors.com



CREWLINE EXTERIORS
 2430 Production Drive #1
 Lincoln NE 68430

INVOICE

Job: 135: Lisa Jaskulski
Invoice Name: (2) Windows
Invoice Number: 135-1
Invoice Date: 03/17/2023
Terms: Upon Receipt

Location Address
 224 North Locust Street
 Wahoo, NE 68066

Lisa Jaskulski
 SENDD
 224 North Locust Street
 Wahoo, NE 68066

PRICE

INVOICE

| | |
|--|------------|
| Windows Section | \$3,100.00 |
| <ul style="list-style-type: none"> - Remove and Dispose of existing windows - Install (2) Provia Endure Vinyl Windows - Spray foam around opening to insulate around window - Install custom bend wraps around exterior trim - Caulk and seal around window - Clean up job-site - Crewline provides a 5 year workmanship warranty | |

| | |
|--------------------------|-------------------|
| Subtotal: Invoice | \$3,100.00 |
|--------------------------|-------------------|

| | |
|--------------------|-------------------|
| Grand Total | \$3,100.00 |
|--------------------|-------------------|

Invoice Balance Due: **\$3,100.00**

REMIT TO:
 2430 Production Drive #1
 Lincoln NE 68430

Company Representative:
 Jeff Menagh
 (402) 890-4040
 jeff@CrewlineExteriors.com

Tabled Business

ORDINANCE NO. 2429

AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO APPROVE AN ORDINANCE PERMITTING THE USE OF ALL-TERRAIN AND UTILITY-TYPE VEHICLES WITHIN THE CORPORATE LIMITS OF THE CITY OF WAHOO UNDER TERMS SPECIFICIED HEREIN; 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, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL, 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 NOT BECOME AND BE MADE A PART OF THE WAHOO MUNICIPAL CODE OF THE CITY OF WAHOO, NEBRASKA.

WHEREAS, a number of citizens of the City of Wahoo, Nebraska, have requested the City to adopt regulations allowing the use of All-Terrain, Utility-Type Vehicles within the corporate limits of the City of Wahoo, Nebraska, and,

WHEREAS, Neb. Rev. Stat. § 60-6,356(7) gives cities the authority to adopt ordinances relating to use of All-Terrain and Utility-Type Vehicles, and,

WHEREAS, Title VII: TRAFFIC Code; Chapter 70 GENERAL PROVISIONS; Section 70.03 currently provides a process from which an off-road designed vehicle shall be permitted to operate within the City of Wahoo, and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, are willing to permit the use of All-Terrain and Utility-Type Vehicles within the corporate limits of the City of Wahoo, subject to certain conditions as contained herein, and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, deem the adoption of this Ordinance to be in the best interests of the citizens of the City of Wahoo, Nebraska, and,

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

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

2. That Title VII: TRAFFIC Code; Chapter 70 GENERAL PROVISIONS; Section 70.03 shall be amended to read as follows:

(A) ATVs and UTVs; DEFINITIONS

- (1) All-Terrain Vehicle (ATV) is defined pursuant to Neb. Rev. Stat. § 60-103 and means any motorized off-highway vehicle which: (a) is fifty inches (50") or less in width, (b) has a dry weight of twelve hundred (1,200) pounds or less, (c) travels on four (4) or more non-highway tires, and (d) is designed for operator use only with no passengers or is specially designed by the original manufacture for the operator and one (1) passenger. ATVs are declared to be motor vehicles subject to Nebraska Rules of the Road and traffic laws in addition to this Chapter.
- (2) Utility-Type vehicle (UTV) is defined pursuant to Neb. Rev. Stat. § 60-135.01 and means any motorized off-highway device which (a) is seventy-four inches (74") in width or less, (b) is not more than one hundred eighty inches (180"), including the bumper, in length, (c) has a dry weight of two thousand (2,000) pounds or less, and (d) travels on four (4) or more non-highway tires. UTV does not include ATVs, golf car vehicles, or low-speed vehicles as the same are defined by Nebraska law. UTVs are declared to be motor vehicles subject to Nebraska Rules of the Road and traffic laws in addition to this Chapter.

(B) ATVs and UTVs; OPERATION AND EQUIPMENT

An ATV or UTV may be operated upon city streets and highways within the corporate limits of the City only if the operator and vehicle is in compliance with the following provisions in addition to the Nebraska Rules of the Road and City Codes:

1. Such ATV or UTV must be registered with City Hall as provided in this Chapter, unless the same is owned by the City itself.
2. An ATV or UTV shall not be operated at a speed faster than thirty (30) miles per hour or the posted speed limit, whichever is less. When in operation, the headlights and taillights of the vehicle shall be on.
3. Any person operating an ATV or UTV as authorized by this Code shall:
 - a. Have a valid Class O operator's license as provided for in Neb. Rev. Stat. § 60-4,126;
 - b. Have liability insurance coverage for the ATV or UTV while in operation upon a street or highway and provide such insurance proof of coverage upon the demand of any peace officer requesting such proof within five (5) days of such request; such insurance shall be within the limits stated in Neb. Rev. Stat. § 60-509, as amended from time to time;

- c. Only operate such ATV or UTV between sunrise and sunset.
 - d. Only operate such ATV or UTV less than 30 MPH
 - e. Only have as many riders as the manufacturers intended.
4. Every ATV and UTV shall be equipped with:
- a. A braking system maintained in good operating condition;
 - b. An adequate muffler system in good working condition and without a cutout, bypass or similar device, or any modifications to the muffler system which increases the volume of the noise of the exhaust system. No portion of the system shall be permitted to contact the ground when weighted by its operator;
 - c. A United States Forest Service-qualified spark arrester;
 - d. Headlights, taillights, and break lights;
 - e. A reflective sign must be affixed to the rear of the vehicle; and,
 - f. Equipped with a safety flag which extends no less than five (5) feet above the ground and is attached to the rear of such vehicle. The flag shall be day-glow in color, triangular in shape, and of a size with an area of not less than thirty (30) square inches.

(C) ATVs and UTVs; Usage in Parades; Usage on Public Roads, Sidewalks and Trails.

ATVs and UTVs may be operated without complying with this section only: (1) during parades which have been authorized by the State or any department, board, commission, or political subdivision of the State, (2) if the operation is removing snow from driveways or sidewalks within 48 hours after cessation of a snow storm, or (3) on public trails and streets only if engaged by the public entity for snow removal.

(D) ATVs and UTVs; Controlled-Access Highways and Off-Limit Streets.

An ATV or UTV shall not be operated on any controlled-access highway with more than two (2) marked traffic lanes, or the following City streets; Chestnut street, 1st Street, 15th Street west of Chestnut, and J Road west of Chestnut.

Unless engaged by the City for municipal government purposes, it shall be unlawful to operate an ATV or UTV anywhere on. Provided, however, the crossing of said streets shall be permissible subject to the restrictions identified herein.

(E) ATV and UTV; Crossing Highways and Chestnut street, 1st Street, 15th Street west of Chestnut, and J Road west of Chestnut.

For the purpose of this Article, the crossing of a highway shall be permitted only if:

1. The crossing is made at an angle of approximately ninety degrees (90°)

- perpendicular to the direction of travel being made on such highway and at a place where no obstruction prevents a timely and safe crossing;
2. The vehicle is brought to a complete stop before crossing shoulder or roadway of said highway;
 3. The operator yields the right of way to all traffic which constitutes an immediate or potential hazard;
 4. In crossing a divided highway, the crossing shall only be made at an intersection of another highway or roadway; and,
 5. Both headlights and taillights must be on when crossing is made.

(F) ATV and UTV; Registration.

Only ATVs or UTVs registered with City Hall or owned by the City shall be authorized for operation on streets or highways within the corporate limits of the City. A registration sticker shall be issued by City Hall upon the owner submitting the following:

1. Certification from the Wahoo Police Department stating that the ATV or UTV has been inspected and is in compliance with the equipment requirements identified by City Code.
2. Proof of liability insurance coverage for the vehicle specifically listing the vehicle as referenced by year, make, model, and serial number; and,
3. A one hundred dollar (\$100.00) annual fee for registration of the vehicle.

The registration sticker shall entitle the vehicle to be operated on the streets and highways of the City as provided by Code during the calendar year of issuance. The annual fee will not be prorated and is not transferrable. No refunds shall be allowed for any reason. Registration will expire on December 31 of each year.

A reflecting, self-destructing sticker with an assigned number will be provided to the registering owner upon registration of such vehicle at City Hall. This registration sticker shall be affixed on the vehicle's lower driver's side windshield if equipped, or if the vehicle is not equipped with a windshield, then the sticker shall be affixed on the driver's side front of such vehicle. A duplicate sticker at a cost of twenty-five dollars (\$25.00) may be issued by City Hall in the event of a lost or destroyed registration sticker.

(G) ATV and UTV; Dealer Registration.

A dealer of ATVs or UTVs located within the City shall make application to City Hall for a dealer registration sticker, in lieu of registering each ATV and UTV which the dealer owns, to be used solely for the purposes of transporting, testing, demonstrating, or use in the daily use and conduct of business of the dealer.

A dealer registration sticker shall be issued upon the dealer submitting the following:

1. Certification from the dealer stating that ATVs and UTVs to be operated in accordance with the dealer registration sticker comply with the equipment requirements identified by City Code;
2. Proof of liability insurance coverage for the fleet of ATVs and UTVs to be operated pursuant to this Section;
3. A three hundred dollar (\$300.00) annual fee is paid for the dealer registration sticker.

Displaying the dealer registration sticker entitles the vehicle to be operated as provided by City Code on the streets and highways of the City during the calendar year of issuance of the dealer registration sticker for uses described in this Section. The annual fee shall not be prorated and no refunds will be allowed for any reason. A dealer registration sticker may be allowed to be placed on a placard or other item so as to allow for its transferability from vehicle to vehicle and shall be displayed upon the vehicle during its operation. A duplicated dealer registration sticker at a cost of twenty-five (\$25.00) may be issued by City Hall in the event of a lost or destroyed dealer registration sticker.

(H) ATV and UTV; Accident; Report Required.

If an accident involving an ATV or UTV results an injury to any person resulting in the examination or treatment of the injured person by a physician, or results in the death of any person, then the operator of each ATV or UTV involved in the accident shall give notice of the accident in the same manner as provided in Neb. Rev. Stat. § 60-699.

(I) ATV and UTV; Penalty; Impoundment.

Any person who violates any provision of this Article or violates the provisions defined by Chapter 39 or Chapter 60 of the Revised Statutes of Nebraska while operating an ATV or UTV shall be subject to the penalties under the provisions of Chapter 39 and Chapter 60 of the Revised Statutes of Nebraska and additionally all City-issued registrations for all of the operator's and the owner's ATVs and UTVs shall be revoked as follows:

1. For the operator's first offense, the operator shall be fined two hundred dollars (\$200.00);
2. For the operator's second offense occurring within two (2) years of the first offense, the operator shall be fined four hundred dollars (\$400.00)
3. For the operator's third offence occurring within two (2) years of the first offense, the operator shall be fined four hundred dollars (\$400.00), impoundment of vehicle, and all City-issued registrations of both the operator and the owner shall be revoked for a period of two (2) years from the date of offense.
4. For the operator's fifth offence occurring within five (5) years of the first offense, all City-issued registrations of both the operator and the owner shall be revoked for a

period of ten (10) years from the date of offense.

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, to include, but not be limited to, the filing of a certified copy of this Ordinance with the Saunders County Register of Deeds.

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 the 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 days after its passage and approval, in pamphlet form, and shall be in full force and be effective on June 1, 2023, from and after its passage and approval, and publication, as provided herein.

7. That it is the intention of the Council and Mayor of the City of Wahoo, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Wahoo Municipal Code of the City of Wahoo, Nebraska, and the sections of this Ordinance may be renumbered to accomplish such intention.

PASSED AND APPROVED this 11th day of April 2023.

CITY OF WAHOO, NEBRASKA

BY:

Gerald D. Johnson, Its Mayor

ATTEST:

Christina Fasel, Its Clerk
(SEAL)

1st reading: March 14, 2023

2nd reading: March 28, 2023

3rd reading:

Item 1

ORDINANCE NO. 2431

AN ORDINANCE OF THE CITY OF WAHOO, NEBRASKA, TO AMEND ORDINANCE NO. 1886, KNOWN, AND CITED, AS THE ZONING ORDINANCE OF THE CITY OF WAHOO, NEBRASKA, ADOPTED JANUARY 27, 2005, BY THE AMENDMENT OF 7.02.01 SCHEDULE OF MINIMUM OFF-STREET PARKING AND LOADING REQUIREMENTS, TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, PROVISION OR PORTION 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 AND APPROVAL, 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 THE ZONING ORDINANCE OF THE CITY OF WAHOO, NEBRASKA, AND THAT THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, on January 27, 2005, the Mayor and Council of the City of Wahoo, Nebraska, did adopt Ordinance No. 1886, known and cited as the Zoning Ordinance of the City of Wahoo, Nebraska, and,

WHEREAS, an application for amendment of zoning regulation text has been filed by The Wahoo Planning Commission, who desires to amend the Zoning Regulations, Section 7.02.01 Schedule of Minimum Off-street Parking and Loading Requirements and,

WHEREAS, the Wahoo Planning Commission did hold a public hearing upon said proposed changes and has submitted, in writing, its recommendations to the Mayor and Council of the City of Wahoo, and,

WHEREAS, it is in the best interests of the citizens of the City of Wahoo, Nebraska, that Section 7.02.01 of the Zoning ordinance of the City of Wahoo, Nebraska, be amended as set forth herein,

WHEREAS, notice of said proposed changes was given by publication in the Wahoo Newspaper, a newspaper of general circulation in Wahoo, at least one time ten days prior to the hearing upon said changes,

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 Section 7.02.01, shall be amended to add the following language and that sections of said ordinance may be renumbered to accomplish such amendment and addition:

7.02.01 The following table indicates the formulas necessary to calculate the needed parking spaces for a specific use:

| | |
|--|---|
| Multi-family / Apartments | 1.5 spaces per 1-bedroom or sleeping unit; 2 spaces per 2-bedroom unit; 2.5 spaces for 3-bedroom unit; additional .5 spaces per bedroom over 3 bedrooms; spaces to be sited on premise of where the sleeping units are located; refer to 7.01.02 if number of stalls cannot be met on premise |
| One space per sleeping unit — spaces to be sited in the general proximity of where the sleeping units are located | |

3. That should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the 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.

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

5. 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, approval, and publication according to law.

6. That the provisions of this Ordinance shall become and be made a part of the Zoning Ordinance of the City of Wahoo, Nebraska, and that the Sections of this Ordinance may be renumbered to accomplish such intention.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF WAHOO, NEBRASKA

By: _____
Gerald D. Johnson, Its Mayor

ATTEST:

Christina Fasel, Its Clerk

(SEAL)

1st Reading: March 28, 2023

2nd Reading: _____

3rd Reading: _____

Item 2

Annual TIF report submitted by Melissa Harrell. This report includes all TIF projects in the City of Wahoo. This is a requirement per statues adopted by the Nebraska State Legislature in 2018.

There are currently 6 TIF projects. Two projects were completed in 2022 and another project will be completed in 2023.

This report also includes a breakdown of 2022 projects compared to peer communities.

Currently the City of Wahoo has 35% of the acers located within the City Limits classified as blighted and substandard, having this designation is a requirement for the acceptance of a TIF funded project. As a city of the second class, we cannot exceed 50%.

CITY OF WAHOO, NEBRASKA - ANNUAL TIF SUMMARY REPORT

Dated May 1, 2023

Percentage of City designated as blighted = 35%

PAID IN FULL IN 2022

| Project (Year approved - #) | Project Title | Estimated Project Costs (Developer) | Pmts to Developer to date | Balance (unpaid to developer) | Est Project Costs City | Pmts to City | Balance (unpaid to City) | Base Valuation | Estimated Project Valuation (from redev contract) | Assessed value as of Jan 1, 2022 | Status | Notes |
|--|---------------------------------|-------------------------------------|---------------------------|-------------------------------|------------------------|--------------|--------------------------|----------------|---|----------------------------------|------------------------|---|
| 2006-01 | Chestnut Townhome, 20th & Maple | \$ 333,000 | \$ (239,921) | \$ 93,079 | \$ - | \$ - | \$ - | \$ 27,900 | \$ 3,105,000 | \$ 847,810 | Completed - 2021 Taxes | 2022 taxes will be disbursed to all taxing entities. Any surplus collections were returned to the County for re-distribution. |
| 2008-01 | Rock Creek Fur, 3214 Ponderosa | \$ 32,776 | \$ (32,776) | \$ - | \$ - | \$ - | \$ - | \$ 32,000 | \$ 170,680 | \$ 289,885 | Completed - 2021 Taxes | 2022 taxes will be disbursed to all taxing entities. Any surplus collections were returned to the County for re-distribution. |
| TOTAL TAX VALUE ADDED DUE TO REDEVELOPMENT PROJECTS | | | | | | | | | | \$ 1,137,695 | | |

ACTIVE TIF PROJECTS

| Project (Year approved - #) | Project Title | Estimated Project Costs (Developer) | Pmts to Developer to date | Balance (unpaid to developer) | Est Project Costs City | Pmts to City | Balance (unpaid to City) | Base Valuation | Estimated Project Valuation (from redev contract) | Assessed value as of Jan 1, 2022 | Status | Notes |
|----------------------------------|----------------------------------|-------------------------------------|---------------------------|-------------------------------|------------------------|---------------------|--------------------------|-------------------|---|----------------------------------|--------|--|
| 2013-01 | Omaha Steel Castings, 921 E 12th | \$ 2,500,000 | \$ (497,277) | \$ 2,002,723 | \$ 650,000 | \$ (497,277) | \$ 152,723 | \$ 51,110 | \$ 3,500,000 | \$ 7,097,066 | Active | |
| 2014-01 | Wahoo Locker, 205 W 5th | \$ 63,929 | \$ (59,015) | \$ 4,914 | \$ 3,500 | \$ (3,500) | \$ - | \$ 302,210 | \$ 450,000 | \$ 916,081 | Active | Final TIF payment will be made to the developer in 2023 and property will return to tax rolls. |
| 2016-01 | Sid Dillons, 1750 County Road J | \$ 744,228 | \$ (84,112) | \$ 660,116 | \$ 304,772 | \$ (102,803) | \$ 201,969 | \$ 47,340 | \$ 1,607,000 | \$ 2,568,335 | Active | Estimate that project will not be fully funded for the developer. |
| 2017-01 | Bomgaars, 1310 34th Street | \$ 600,000 | \$ (137,407) | \$ 462,593 | \$ 12,000 | \$ (12,000) | \$ - | \$ 63,030 | \$ 2,400,000 | \$ 2,623,747 | Active | Estimate that project will be fully funded within 14 years of project start. |
| 2019-01 | Wahoo State Bank, 164 E 5th | \$ 1,015,000 | \$ (188,623) | \$ 826,378 | \$ 8,000 | \$ (8,000) | \$ - | \$ 34,880 | \$ 5,679,000 | \$ 2,802,193 | Active | |
| 2019-02 | JEO, 1937 N Chestnut | \$ 748,000 | \$ (79,598) | \$ 668,402 | \$ 14,000 | \$ (14,000) | \$ - | \$ 8,758 | \$ 2,500,000 | \$ 2,553,890 | Active | |
| TOTAL ACTIVE TIF PROJECTS | | \$ 5,671,157 | \$ (1,046,030) | \$ 4,625,127 | \$ 992,272 | \$ (637,580) | \$ 354,692 | \$ 507,328 | \$ 16,136,000 | \$ 18,561,312 | | |

Item 3

POLE ATTACHMENT LICENSE AGREEMENT

Between

The City of Wahoo
("Owner")

and

SPECTRUM MID-AMERICA, LLC
("Licensee")

POLE ATTACHMENT LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is effective this _____ day of _____ (the "Commencement Date") by and between The City of Wahoo, hereinafter called "Owner") and Spectrum Mid America, LLC, a Delaware limited liability company and subsidiary of Charter Communications, Inc. (hereinafter called "Licensee").

WHEREAS, Licensee furnishes lawful communications services to residents in the State of Nebraska and desires to place and maintain aerial cables, wires and associated facilities and equipment on the poles of Owner in the area to be served, and

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

WHEREAS, the Parties acknowledge and agree that written permits are specifically conditioned upon Licensee performing any make-ready work proposed by Licensor so that Licensee will not create structural, safety and/or other liabilities to the Owner or the public at large; and

WHEREAS, Owner shall permit, to the extent it is lawfully and contractually required to do so, the attachment of said aerial cables, wires, and facilities to its poles subject to the terms and conditions of this Agreement and applicable law where Owner owns poles.

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

ARTICLE 1 SCOPE OF AGREEMENT

1.1 Subject to the provisions of this Agreement and applicable law, Owner agrees to issue to Licensee, for the attachment of Licensee's facilities to Owner's poles for the purpose of providing any and all lawful communications services, a revocable, non-exclusive license hereinafter referred to as a "Permit" authorizing the attachment of Licensee's facilities to Owner's poles. This Agreement governs the fees, charges, terms and conditions under which Owner issues such Permit(s) to Licensee. This Agreement is not in and of itself a license, and before making any attachment to any utility pole except as otherwise provided herein, Licensee must apply for and obtain a Permit.

1.3 This Agreement supersedes all previous agreements, if any, between Owner and Licensee for the attachment of Licensee's facilities to the poles of Owner. This Agreement shall govern all existing licenses, permits, and other forms of permission for pole attachments of Licensee's facilities to Owner's Poles as well as all Permits issued subsequent to execution of this Agreement.

1.4 No use, however extended, of Owner's pole or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles, except as expressly provided by this Agreement.

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

1.6 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Owner entering into agreements with other parties regarding the poles covered by this Agreement, provided that Owner provide nondiscriminatory access to its poles at just and reasonable rates, terms, and conditions.

1.7 Owner may deny Licensee's request for a Permit if, on a nondiscriminatory basis, the proposed attachment cannot reasonably be accommodated because of insufficient capacity or for reasons such as safety, reliability, fair opportunity to access by others and/or generally applicable engineering principles.

1.8 Should Owner acquire ownership of poles through purchase or by relinquishment of ownership from another system or source and Licensee's facilities are already attached to said poles, the Owner shall notify Licensee of such acquisition and preclude said poles from questions of authorization during the next inventory and said poles and Licensee facilities shall be covered under this Agreement and considered authorized.

ARTICLE 2 TERM OF AGREEMENT

2.1 This Agreement shall continue in force and effect for a period of five (5) years from and after the Commencement Date. The Agreement shall automatically extend on the same terms and conditions for successive one-year terms. Either party may terminate this Agreement after the initial five (5) year term or successive terms by giving no less than one hundred-eighty (180) days written notice to the other party. All days referenced herein are calendar days. Notwithstanding any such termination, this Agreement shall continue in full force and effect to the extent the parties are entering into a replacement agreement but good faith negotiations have not yet concluded.

ARTICLE 3 SPECIFICATIONS

3.1 Licensee's attachments constructed on Owner's poles shall be placed and maintained at all times in accordance with the requirements and specifications of the National Electrical Safety Code ("NESC") published by the Institute of Electrical and Electronics Engineers and with Owner's standards in effect on the date of the installation. Such requirements and specifications may be modified, revised, supplemented or replaced from time to time, upon sixty (60) days written notice to Licensee, but in all cases, including with respect to Owner's standards, NESC grandfathering provisions shall apply, except as otherwise required by law or at Licensee's option.

3.2 Licensee acknowledges that other users, having similar services, have been granted and may hereafter be granted rights similar to those granted in this Agreement, and that this Agreement is not an exclusive contract for the grant of such rights to Licensee. Owner will maintain such Agreements without favor to any particular party, service, or licensees, including Owner's communications affiliate, if any. No party shall move, remove, adjust or change the attachments of others without the specific written consent of all affected users and of Owner. The Parties agree that in no event will Licensee be required to incur costs to accommodate any third party, including Owner's communications affiliate, if any, or to correct an NESC safety violation of any other party, including Owner. The cost-causer shall be solely responsible for any such accommodations (except for Owner) or repairs of safety violations, including Owner

ARTICLE 4 ATTACHMENT FEES

4.1 Licensee shall pay an annual fee per pole (“Attachment Fees”) in the amount as established by the fee policy of the City of Wahoo Board of Public Works and as later amended by the Board (no more frequently than on an annual basis). The 2024 fee is \$15.00.

4.2 On or before the first day of January of each year, Owner shall invoice Licensee for the annual Attachment Fees, provided that Owner shall provide sixty (60) days’ notice prior to imposing any increase in Attachment Fees from the previous year for Licensee’s review and comment. The rental period shall cover the twelve-month period between January 1 and December 31 of the current year; and, the annual Attachment Fees shall be based upon the number of Owner poles occupied by Licensee’s existing attachments as of December 31 of the prior year. Licensee shall pay any undisputed invoice within forty-five (45) days of receipt thereof. Interest on undisputed shall accrue on the unpaid undisputed Attachment Fees at the rate set for that period by the IRS for individual underpayments pursuant to Section 6621 of the IRS Code.

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

ARTICLE 5 PROCESS FOR PERMITTING ATTACHMENTS

5.1 To obtain a Permit, Licensee must submit the Permit Application (the “Application”). Licensee’s Application shall be accompanied by Licensee’s construction plans and drawings.

5.2 Owner shall review Licensee’s Application for completeness. An Application is complete if it provides the Owner with the information necessary to begin to survey affected poles.

5.3 Owner shall complete a survey of poles for which access has been requested using best efforts to respond to the application within a reasonable time following receipt of a complete Application. If Owner fails to complete the survey within a reasonable timeframe, Licensee may conduct a survey using its own approved contractor. If Licensee provides the survey, Owner must grant, deny or grant conditional access within a reasonable time.

If the response is that access is conditioned on the performance of make-ready, Owner shall present an itemized estimate, on a pole-by-pole basis, if requested, of charges to perform all necessary make-ready within a reasonable time following the response.

5.4 Owner may withdraw an outstanding estimate beginning 30 days after the estimate is presented. Licensee may accept the estimate and make payment any time after receipt of the estimate, except after the estimate is withdrawn. If the final cost of the work is greater than the estimate, the Owner shall also send Licensee a itemized final invoice of the actual make-ready charges incurred, on a pole-by-pole basis. If the final invoice is less than the estimate, Owner shall refund any overages.

5.5 After Licensee pays Owner the amount specified in the estimate, Owner will proceed with the make-ready work and shall use best efforts to complete such work within a reasonable timeframe. Upon completion of the make-ready work, Licensor shall sign and return a copy of the approved Application for Permit authorizing Licensee to make its Attachment(s). The parties may mutually agree to an alternative process for addressing make-ready work, such as allowing the Licensee to hire approved contractors of the Licensor for Licensor’s make-ready work.

5.6 When the Make Ready Work is complete, Owner shall notify Licensee and Licensee shall then have the right to install its facilities in accordance with the approved Application. Except as otherwise agreed to by the parties, Licensee must make its attachments to Owner's poles within one hundred twenty (120) days of receipt of notification that the make-ready work is complete. Such timeframe may be extended by Owner provided Licensee makes a written request for such extension and is diligently pursuing its work.

ARTICLE 6 OVERLASHING

6.1 Licensee may overlash its existing attachments without prior consent of or notice to Owner. Licensee shall notify Owner of any overlashing within 15 days of completion of the overlash. Owner shall have 45 days from receipt of such notice to inspect the overlash. Owner has 14 days after completion of its inspection to notify the Licensee of any damage or code violations caused by the overlash, providing adequate documentation of such damage or code violations. Owner may either complete any necessary remedial work itself and bill Licensee for the reasonable costs related to fixing the damage or code violations, or require Licensee to fix the damage or code violations at its expense within 14 days following notice from Owner.

ARTICLE 7 EASEMENTS AND RIGHTS-OF-WAY FOR LICENSEE'S ATTACHMENTS

7.1 Owner does not warrant or assure to Licensee any right-of-way privileges, uses or easements. Licensee shall be responsible, as required by law, for obtaining its own governmental permits and lawful easements from any third party property owner(s), lien holder(s), and other necessary and appropriate parties. Under no circumstances shall Owner be liable to Licensee or any other party in the event Licensee is prevented by a third party from placing and/or maintaining its attachments on Owner's poles. Accordingly, Owner's acceptance of Licensee's Application and issuance of a Permit shall never be construed otherwise.

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

ARTICLE 8 MAINTENANCE

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

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

ARTICLE 9 UNAUTHORIZED ATTACHMENTS AND INVENTORY

9.1 Owner may assess a fee for any Licensee attachment that has not been authorized in accordance with this Agreement ("Unauthorized Attachment"). The fee for Unauthorized Attachments shall be equal to five (5) times the current annual Attachment Fee.

9.2 Owner may conduct an inventory of Licensee's attachments to verify the number of Licensee's billable attachments. All inventories shall include all attachers, including Owner's communications affiliate, if any, and each attacher shall pay its proportionate share of the cost, allocated based on the number of poles each attacher occupies. Prior to such inventory, the projected costs of the inventory shall be submitted to Licensee for approval. Licensee may provide input regarding the scope of the inventory and the selection of the contractor to perform the inventory, but the final decision regarding scope of the inventory and choice of the contractor shall rest with Owner unless the cost is above industry standard. All records, reports, and results of an inventory will be made available to Licensee. If the inventory discloses Licensee is attached to more poles than Licensee has been paying Annual Attachment Fees for, the excess attachments shall be deemed Unauthorized Attachments and subject to the Unauthorized Attachment fee described above.

9.3 In order to confirm that an Unauthorized Attachment has not been authorized in accordance with this Agreement under Section 9.1 above, and confirm that an Unauthorized Attachment fee is warranted under Section 9.2 above, Owner shall identify each Unauthorized Attachment in its notice by pole number and location and Licensee shall have a reasonable period of time to verify the results. Each party shall cooperate with the other during the verification period.

ARTICLE 10 SAFETY VIOLATIONS

10.1 No more than once every five years, unless demonstrable safety conditions caused by Licensee requires more frequent inspections, Owner may require all attachers, including Owner and Owner's communications affiliate, if any, to participate in a joint safety inspection of all pole facilities to determine whether those facilities comply with the requirements of Section 3.1. Each party shall be responsible for its own costs in participating in any such inspection, and Owner shall not seek reimbursement for the inspection from Licensee. Owner shall provide at least ninety (90) days' advance notice of any such inspection so that all parties may budget, prepare for and fully participate in the inspection.

10.2 If Licensee's attachments are out of compliance with the safety specifications, whether discovered during a safety inspection or otherwise, then Owner will provide written notice to Licensee of the non-compliant attachment containing the pole number, location, and description of the problem.

Licensee must either contest the notice of non-compliance in writing or correct them within 30 days of receipt of the written notice or such longer period as may be necessary under the circumstances.

10.3 The cost of correcting any violation shall be borne by the party that created the violation, and in no event will Licensee be required to incur any cost necessary to correct a violation caused by any other party, including Owner or Owner's affiliate. In cases where Licensee assists in the correction of a violation caused by another party, including Owner, Licensee shall be reimbursed for any and all costs incurred by such party.

ARTICLE 11 ATTACHMENTS REMAINING AT END OF TERM

11.1 Licensee may make additional attachments to Owner's poles after this Agreement has been terminated provided that Owner and Licensee intend to enter into a replacement agreement.

11.2 If either party terminates this Agreement with both parties not intending to negotiate a new Agreement Licensee shall remove its attachments from the poles of Owner.

ARTICLE 12 TRANSFERS, RELOCATION AND RESERVATION OF SPACE BY OWNER

12.1 Owner may replace or relocate poles for a number of reasons, including without limitation when existing poles have deteriorated, when new attachers require additional pole space, and when poles must be relocated at the request of a governmental body or a private landowner. In such cases, Licensee shall, within 30 days after receipt of written notice, or any other time prescribed by applicable law, transfer its attachments to the new poles, provided that in the case of emergencies, Owner may reduce the time when a transfer must be performed. If Licensee's transfer is not timely performed, the Owner may, at its option transfer Licensee's attachments and Licensee shall reimburse Owner for the actual costs of completing such work. If Owner elects to do such work, it shall not be liable to Licensee for any loss or damage except when caused by Owner's negligence or willful misconduct. If Owner opts not to transfer Licensee's attachments, Licensee may become liable and own the old pole.

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

12.3 Existing Permit(s) shall remain valid and transfer with any attachment transfers to new poles when replacement or relocation is necessary.

ARTICLE 13 ABANDONMENT OF POLES

13.1 Upon thirty (30) days' notice to Licensee, Owner may in its sole discretion abandon or remove any attached pole. Within this 30 day period, unless granted additional time by Owner, Licensee shall remove its Attachments and may place its facilities underground if authorized to place its facilities underground, transfer its facilities to the nearest facilities owned by Owner if authorized by Owner, or take other action not inconsistent with this Agreement. If, at the expiration of the 30 day period, Owner shall have no attachments on such pole but Licensee shall not have removed all of its attachments, Owner may remove Licensee's attachments and Licensee shall reimburse Owner for the actual costs of completing such work. If Owner elects to do such work, it shall not be liable to Licensee for any loss or damage except when caused by the Owner's negligence or willful misconduct. If Owner opts not to address Licensee's attachments, Licensee may become liable and own the old pole.

ARTICLE 14 RIGHTS OF OTHER PARTIES

14.1 Nothing herein shall be construed to limit the right of Owner, by contract or otherwise, to confer upon others, not parties to this Agreement, nondiscriminatory rights or privileges to use the poles covered by this Agreement. Rights granted to third parties shall not infringe upon the rights of the Licensee in this Agreement.

14.2 Licensee does not have the right to rearrange the facilities of others except with written permission from that attacher.

14.3 If other users require the rearrangement of Licensee's Attachments in order to attach their facilities under the authority of Make Ready Construction plans approved by Owner for such other user's work, Licensee agrees to reasonably cooperate with such user in scheduling and performing the work.

ARTICLE 15 ASSIGNMENT OF RIGHTS

15.1 Licensee shall not assign or otherwise dispose of this Agreement, or of any of its rights or interests hereunder without the prior written consent of Owner, such consent not to be unreasonably withheld, conditioned or delayed. Provided, however, Licensee may assign or transfer this Agreement and the rights and obligations hereunder to any entity controlling, controlled by, or under common control with Licensee without the consent of Owner, so long as Licensee provides written notice to Owner within a reasonable timeframe thereafter. No such permitted assignment shall relieve Licensee, the permitted assignee, or any other party liable to Owner from any obligations, duties, responsibilities, or liabilities to Owner under this Agreement. This Agreement shall be binding upon the successors and/or assigns of both parties.

15.2 Nothing contained herein is intended to allow Owner to interfere with Licensee's leasing of dark fiber or capacity in its facilities, provided that the renting or leasing of dark fiber or capacity in Licensee's facilities does not give Licensee's customer the right to any kind of physical access Owner's poles and Licensee's customer is specifically prohibited from climbing Owner's poles or otherwise working on the facilities that are attached to Owner's poles.

ARTICLE 16 WAIVER OF TERMS OR CONDITIONS

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

ARTICLE 17
PAYMENT OF TAXES

17.1 Each party shall pay all taxes and assessments lawfully levied on its own poles or property attached to poles. Taxes and the assessments which are levied on its poles shall be paid by Owner thereof, but the portion of any tax (except income taxes), fee, or charge levied on Owner's poles solely because of their use by Licensee shall be paid by Licensee, except if those taxes are recovered in the Attachment Fee.

ARTICLE 18
INSURANCE

18.1 Licensee shall take out and maintain throughout the period during which this Agreement shall remain in effect the following minimum insurance:

A. Workers' compensation insurance covering all employees of Licensee pursuant to Nebraska law. Contractors, employees of contractors, subcontractors and employees of subcontractors who shall perform any of the obligations of Licensee hereunder, shall be required by Licensee to take out and maintain such insurance, whether or not such insurance is required by the laws of the state governing the employment of any such employee. If any employee is not subject to the workers' compensation laws of such state, such insurance shall extend to such employee voluntary coverage to the same extent as though such employee were subject to such laws.

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

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

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

18.3 Licensee shall furnish to Owner, within thirty days of the Commencement Date and upon renewal a certificate evidencing compliance with the requirements of this Article 18. This certificate will list Owner as an additional insured and will provide that in the event of cancellation of any of the said policies of insurance, the insuring company shall give all parties named as insureds notice of such cancellation.

ARTICLE 19
SERVICE OF NOTICES

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

19.2 Notices shall be sent addressed as follows:

If to Licensee (for day-to-day operations):
Spectrum Mid-America, LLC

with a copy to (for legal notices):

**Charter Communications
Legal Department-Operations
12405 Powerscourt Drive
St. Louis, MO 63131**

Invoices (for pole attachment rent only):
Charter Communications, c/o TEOCO
Attn: MS-CCF
12150 Monument Drive, Ste 700
Fairfax, VA 22033

If to Owner: **City of Wahoo
605 North Broadway
Wahoo, NE 68066
Attention: Utilities General Manager**

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

ARTICLE 20 SUPPLEMENTAL AGREEMENTS

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

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

ARTICLE 21 DEFAULT

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

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

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

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

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

ARTICLE 22 INDEMNIFICATION

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

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

22.3 The obligations of this Section 22 shall survive termination or non-renewal of this Agreement, to the extent of the applicable statute of limitations.

22.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR THE OTHER PARTY'S CUSTOMERS FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OF THE OTHER PARTY FOR LOST

PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

**ARTICLE 23
FORCE MAJEURE**

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

**ARTICLE 24
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

IN WITNESS WHEREOF, the City of Wahoo and Spectrum Mid-America, LLC by their duly authorized representatives have executed this Pole Attachment License Agreement as of the day and year first written above.

THE CITY OF WAHOO

Signature: _____

Name: _____

Title: _____

Date: _____

SPECTRUM MID-AMERICA, LLC

By: Charter Communications, Inc., its Manager

Signature: _____

Name: _____

Title: _____

Date: _____

Item 4

POLE ATTACHMENT LICENSE AGREEMENT

Between

The City of Wahoo
("Owner")

and

GREAT PLAINS COMMUNICATIONS LLC
("Licensee")

POLE ATTACHMENT LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is effective this _____ day of _____ (the "Commencement Date") by and between The City of Wahoo, hereinafter called "Owner" or "Licensor") and Great Plains Communications LLC, a Delaware limited liability company (hereinafter called "Licensee").

WHEREAS, Licensee furnishes lawful communications services to residents in the State of Nebraska and desires to place and maintain aerial cables, wires and associated facilities and equipment on the poles of Owner in the area to be served, and

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

WHEREAS, the Parties acknowledge and agree that written permits are specifically conditioned upon Licensee performing any make-ready work proposed by Licensor so that Licensee will not create structural, safety and/or other liabilities to the Owner or the public at large; and

WHEREAS, Owner shall permit, to the extent it is lawfully and contractually required to do so, the attachment of said aerial cables, wires, and facilities to its poles subject to the terms and conditions of this Agreement and applicable law where Owner owns poles.

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

ARTICLE 1 SCOPE OF AGREEMENT

1.1 Subject to the provisions of this Agreement and applicable law, Owner agrees to issue to Licensee, for the attachment of Licensee's facilities to Owner's poles for the purpose of providing any and all lawful communications services, a revocable, non-exclusive license hereinafter referred to as a "Permit" authorizing the attachment of Licensee's facilities to Owner's poles. This Agreement governs the fees, charges, terms and conditions under which Owner issues such Permit(s) to Licensee. This Agreement is not in and of itself a license, and before making any attachment to any utility pole except as otherwise provided herein, Licensee must apply for and obtain a Permit.

1.3 This Agreement supersedes all previous agreements, if any, between Owner and Licensee for the attachment of Licensee's facilities to the poles of Owner. This Agreement shall govern all existing licenses, permits, and other forms of permission for pole attachments of Licensee's facilities to Owner's Poles as well as all Permits issued subsequent to execution of this Agreement.

1.4 No use, however extended, of Owner's pole or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles, except as expressly provided by this Agreement.

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

1.6 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Owner entering into agreements with other parties regarding the poles covered by this Agreement, provided that Owner provide nondiscriminatory access to its poles at just and reasonable rates, terms, and conditions.

1.7 Owner may deny Licensee's request for a Permit if, on a nondiscriminatory basis, the proposed attachment cannot reasonably be accommodated because of insufficient capacity or for reasons such as safety, reliability, fair opportunity to access by others and/or generally applicable engineering principles.

1.8 Should Owner acquire ownership of poles through purchase or by relinquishment of ownership from another system or source and Licensee's facilities are already attached to said poles, the Owner shall notify Licensee of such acquisition and preclude said poles from questions of authorization during the next inventory and said poles and Licensee facilities shall be covered under this Agreement and considered authorized.

ARTICLE 2 TERM OF AGREEMENT

2.1 This Agreement shall continue in force and effect for a period of five (5) years from and after the Commencement Date. The Agreement shall automatically extend on the same terms and conditions for successive one-year terms. Either party may terminate this Agreement after the initial five (5) year term or successive terms by giving no less than one hundred-eighty (180) days written notice to the other party. All days referenced herein are calendar days. Notwithstanding any such termination, this Agreement shall continue in full force and effect to the extent the parties are entering into a replacement agreement but good faith negotiations have not yet concluded.

ARTICLE 3 SPECIFICATIONS

3.1 Licensee's attachments constructed on Owner's poles shall be placed and maintained at all times in accordance with the requirements and specifications of the National Electrical Safety Code ("NESC") published by the Institute of Electrical and Electronics Engineers and with Owner's standards in effect on the date of the installation. Such requirements and specifications may be modified, revised, supplemented or replaced from time to time, upon sixty (60) days written notice to Licensee, but in all cases, including with respect to Owner's standards, NESC grandfathering provisions shall apply, except as otherwise required by law or at Licensee's option.

3.2 Licensee acknowledges that other users, having similar services, have been granted and may hereafter be granted rights similar to those granted in this Agreement, and that this Agreement is not an exclusive contract for the grant of such rights to Licensee. Owner will maintain such Agreements without favor to any particular party, service, or licensees, including Owner's communications affiliate, if any. No party shall move, remove, adjust or change the attachments of others without the specific written consent of all affected users and of Owner. The Parties agree that in no event will Licensee be required to incur costs to accommodate any third party, including Owner's communications affiliate, if any, or to correct an NESC safety violation of any other party, including Owner. The cost-causer shall be solely responsible for any such accommodations (except for Owner) or repairs of safety violations, including Owner

ARTICLE 4 ATTACHMENT FEES

4.1 Licensee shall pay an annual fee per pole (“Attachment Fees”) in the amount as established by the fee policy of the City of Wahoo Board of Public Works and as later amended by the Board (no more frequently than on an annual basis). The 2024 fee is \$15.00.

4.2 On or before the first day of January of each year, Owner shall invoice Licensee for the annual Attachment Fees, provided that Owner shall provide sixty (60) days’ notice prior to imposing any increase in Attachment Fees from the previous year for Licensee’s review and comment. The rental period shall cover the twelve-month period between January 1 and December 31 of the current year; and, the annual Attachment Fees shall be based upon the number of Owner poles occupied by Licensee’s existing attachments as of December 31 of the prior year. Licensee shall pay any undisputed invoice within forty-five (45) days of receipt thereof. Interest on undisputed shall accrue on the unpaid undisputed Attachment Fees at the rate set for that period by the IRS for individual underpayments pursuant to Section 6621 of the IRS Code.

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

ARTICLE 5 PROCESS FOR PERMITTING ATTACHMENTS

5.1 To obtain a Permit, Licensee must submit the Permit Application (the “Application”). Licensee’s Application shall be accompanied by Licensee’s construction plans and drawings.

5.2 Owner shall review Licensee’s Application for completeness. An Application is complete if it provides the Owner with the information necessary to begin to survey affected poles.

5.3 Owner shall complete a survey of poles for which access has been requested using best efforts to respond to the application within a reasonable time following receipt of a complete Application. If Owner fails to complete the survey within a reasonable timeframe, Licensee may conduct a survey using its own approved contractor. If Licensee provides the survey, Owner must grant, deny or grant conditional access within a reasonable time.

If the response is that access is conditioned on the performance of make-ready, Owner shall present an itemized estimate, on a pole-by-pole basis, if requested, of charges to perform all necessary make-ready within a reasonable time following the response.

5.4 Owner may withdraw an outstanding estimate beginning 30 days after the estimate is presented. Licensee may accept the estimate and make payment any time after receipt of the estimate, except after the estimate is withdrawn. If the final cost of the work is greater than the estimate, the Owner shall also send Licensee a itemized final invoice of the actual make-ready charges incurred, on a pole-by-pole basis. If the final invoice is less than the estimate, Owner shall refund any overages.

5.5 After Licensee pays Owner the amount specified in the estimate, Owner will proceed with the make-ready work and shall use best efforts to complete such work within a reasonable timeframe. Upon completion of the make-ready work, Licensor shall sign and return a copy of the approved Application for Permit authorizing Licensee to make its Attachment(s). The parties may mutually agree to an alternative process for addressing make-ready work, such as allowing the Licensee to hire approved contractors of the Licensor for Licensor’s make-ready work.

5.6 When the Make Ready Work is complete, Owner shall notify Licensee and Licensee shall then have the right to install its facilities in accordance with the approved Application. Except as otherwise agreed to by the parties, Licensee must make its attachments to Owner's poles within one hundred twenty (120) days of receipt of notification that the make-ready work is complete. Such timeframe may be extended by Owner provided Licensee makes a written request for such extension and is diligently pursuing its work.

ARTICLE 6 OVERLASHING

6.1 Licensee may overlash its existing attachments without prior consent of or notice to Owner. Licensee shall notify Owner of any overlashing within 15 days of completion of the overlash. Owner shall have 45 days from receipt of such notice to inspect the overlash. Owner has 14 days after completion of its inspection to notify the Licensee of any damage or code violations caused by the overlash, providing adequate documentation of such damage or code violations. Owner may either complete any necessary remedial work itself and bill Licensee for the reasonable costs related to fixing the damage or code violations, or require Licensee to fix the damage or code violations at its expense within 14 days following notice from Owner.

ARTICLE 7 EASEMENTS AND RIGHTS-OF-WAY FOR LICENSEE'S ATTACHMENTS

7.1 Owner does not warrant or assure to Licensee any right-of-way privileges, uses or easements. Licensee shall be responsible, as required by law, for obtaining its own governmental permits and lawful easements from any third party property owner(s), lien holder(s), and other necessary and appropriate parties. Under no circumstances shall Owner be liable to Licensee or any other party in the event Licensee is prevented by a third party from placing and/or maintaining its attachments on Owner's poles. Accordingly, Owner's acceptance of Licensee's Application and issuance of a Permit shall never be construed otherwise.

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

ARTICLE 8 MAINTENANCE

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

8.2 Owner makes no express or implied warranty or representation regarding the condition or safety of the poles or other facilities of Owner. Licensee expressly assumes responsibility for determining the

condition of all poles to be used by Licensee, whether for the placement of attachments, maintaining or rearranging attachments, or for any other reasons. Except for performing transfer work from unserviceable poles to replacement poles, Licensee shall not permit its employees or contractors to work on poles that are known to be unserviceable until Owner has corrected the unserviceable condition or has determined that the pole is serviceable. Licensee will notify Owner if any of Licensee's employees, agents, contractors, or employees of contractors become aware of unserviceable poles or other conditions, whether hazardous or otherwise, that require the attention of Owner for evaluation and possible correction.

ARTICLE 9 UNAUTHORIZED ATTACHMENTS AND INVENTORY

9.1 Owner may assess a fee for any Licensee attachment that has not been authorized in accordance with this Agreement ("Unauthorized Attachment"). The fee for Unauthorized Attachments shall be equal to five (5) times the current annual Attachment Fee.

9.2 Owner may conduct an inventory of Licensee's attachments to verify the number of Licensee's billable attachments. All inventories shall include all attachers, including Owner's communications affiliate, if any, and each attacher shall pay its proportionate share of the cost, allocated based on the number of poles each attacher occupies. Prior to such inventory, the projected costs of the inventory shall be submitted to Licensee for approval. Licensee may provide input regarding the scope of the inventory and the selection of the contractor to perform the inventory, but the final decision regarding scope of the inventory and choice of the contractor shall rest with Owner unless the cost is above industry standard. All records, reports, and results of an inventory will be made available to Licensee. If the inventory discloses Licensee is attached to more poles than Licensee has been paying Annual Attachment Fees for, the excess attachments shall be deemed Unauthorized Attachments and subject to the Unauthorized Attachment fee described above.

9.3 In order to confirm that an Unauthorized Attachment has not been authorized in accordance with this Agreement under Section 9.1 above, and confirm that an Unauthorized Attachment fee is warranted under Section 9.2 above, Owner shall identify each Unauthorized Attachment in its notice by pole number and location and Licensee shall have a reasonable period of time to verify the results. Each party shall cooperate with the other during the verification period.

ARTICLE 10 SAFETY VIOLATIONS

10.1 No more than once every five years, unless demonstrable safety conditions caused by Licensee requires more frequent inspections, Owner may require all attachers, including Owner and Owner's communications affiliate, if any, to participate in a joint safety inspection of all pole facilities to determine whether those facilities comply with the requirements of Section 3.1. Each party shall be responsible for its own costs in participating in any such inspection, and Owner shall not seek reimbursement for the inspection from Licensee. Owner shall provide at least ninety (90) days' advance notice of any such inspection so that all parties may budget, prepare for and fully participate in the inspection.

10.2 If Licensee's attachments are out of compliance with the safety specifications, whether discovered during a safety inspection or otherwise, then Owner will provide written notice to Licensee of the non-compliant attachment containing the pole number, location, and description of the problem. Licensee must either contest the notice of non-compliance in writing or correct them within 30 days of receipt of the written notice or such longer period as may be necessary under the circumstances.

10.3 The cost of correcting any violation shall be borne by the party that created the violation, and in no event will Licensee be required to incur any cost necessary to correct a violation caused by any other party, including Owner or Owner's affiliate. In cases where Licensee assists in the correction of a violation caused by another party, including Owner, Licensee shall be reimbursed for any and all costs incurred by such party.

ARTICLE 11 ATTACHMENTS REMAINING AT END OF TERM

11.1 Licensee may make additional attachments to Owner's poles after this Agreement has been terminated provided that Owner and Licensee intend to enter into a replacement agreement.

11.2 If either party terminates this Agreement with both parties not intending to negotiate a new Agreement Licensee shall remove its attachments from the poles of Owner.

ARTICLE 12 TRANSFERS, RELOCATION AND RESERVATION OF SPACE BY OWNER

12.1 Owner may replace or relocate poles for a number of reasons, including without limitation when existing poles have deteriorated, when new attachers require additional pole space, and when poles must be relocated at the request of a governmental body or a private landowner. In such cases, Licensee shall, within 30 days after receipt of written notice, or any other time prescribed by applicable law, transfer its attachments to the new poles, provided that in the case of emergencies, Owner may reduce the time when a transfer must be performed. If Licensee's transfer is not timely performed, the Owner may, at its option transfer Licensee's attachments and Licensee shall reimburse Owner for the actual costs of completing such work. If Owner elects to do such work, it shall not be liable to Licensee for any loss or damage except when caused by Owner's negligence or willful misconduct. If Owner opts not to transfer Licensee's attachments, Licensee may become liable and own the old pole.

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

12.3 Existing Permit(s) shall remain valid and transfer with any attachment transfers to new poles when replacement or relocation is necessary.

ARTICLE 13 ABANDONMENT OF POLES

13.1 Upon thirty (30) days' notice to Licensee, Owner may in its sole discretion abandon or remove any attached pole. Within this 30 day period, unless granted additional time by Owner, Licensee shall remove its Attachments and may place its facilities underground if authorized to place its facilities underground, transfer its facilities to the nearest facilities owned by Owner if authorized by Owner, or take other action

not inconsistent with this Agreement. If, at the expiration of the 30 day period, Owner shall have no attachments on such pole but Licensee shall not have removed all of its attachments, Owner may remove Licensee's attachments and Licensee shall reimburse Owner for the actual costs of completing such work. If Owner elects to do such work, it shall not be liable to Licensee for any loss or damage except when caused by the Owner's negligence or willful misconduct. If Owner opts not to address Licensee's attachments, Licensee may become liable and own the old pole.

ARTICLE 14 RIGHTS OF OTHER PARTIES

14.1 Nothing herein shall be construed to limit the right of Owner, by contract or otherwise, to confer upon others, not parties to this Agreement, nondiscriminatory rights or privileges to use the poles covered by this Agreement. Rights granted to third parties shall not infringe upon the rights of the Licensee in this Agreement.

14.2 Licensee does not have the right to rearrange the facilities of others except with written permission from that attacher.

14.3 If other users require the rearrangement of Licensee's Attachments in order to attach their facilities under the authority of Make Ready Construction plans approved by Owner for such other user's work, Licensee agrees to reasonably cooperate with such user in scheduling and performing the work.

ARTICLE 15 ASSIGNMENT OF RIGHTS

15.1 Licensee shall not assign or otherwise dispose of this Agreement, or of any of its rights or interests hereunder without the prior written consent of Owner, such consent not to be unreasonably withheld, conditioned or delayed. Provided, however, Licensee may assign or transfer this Agreement and the rights and obligations hereunder to any entity controlling, controlled by, or under common control with Licensee without the consent of Owner, so long as Licensee provides written notice to Owner within a reasonable timeframe thereafter. No such permitted assignment shall relieve Licensee, the permitted assignee, or any other party liable to Owner from any obligations, duties, responsibilities, or liabilities to Owner under this Agreement. This Agreement shall be binding upon the successors and/or assigns of both parties.

15.2 Nothing contained herein is intended to allow Owner to interfere with Licensee's leasing of dark fiber or capacity in its facilities, provided that the renting or leasing of dark fiber or capacity in Licensee's facilities does not give Licensee's customer the right to any kind of physically access Owner's poles and Licensee's customer is specifically prohibited from climbing Owner's poles or otherwise working on the facilities that are attached to Owner's poles.

ARTICLE 16 WAIVER OF TERMS OR CONDITIONS

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

ARTICLE 17 PAYMENT OF TAXES

17.1 Each party shall pay all taxes and assessments lawfully levied on its own poles or property attached to poles. Taxes and the assessments which are levied on its poles shall be paid by Owner thereof, but the portion of any tax (except income taxes), fee, or charge levied on Owner's poles solely because of their use by Licensee shall be paid by Licensee, except if those taxes are recovered in the Attachment Fee.

ARTICLE 18 INSURANCE

18.1 Licensee shall take out and maintain throughout the period during which this Agreement shall remain in effect the following minimum insurance:

A. Workers' compensation insurance covering all employees of Licensee pursuant to Nebraska law. Contractors, employees of contractors, subcontractors and employees of subcontractors who shall perform any of the obligations of Licensee hereunder, shall be required by Licensee to take out and maintain such insurance, whether or not such insurance is required by the laws of the state governing the employment of any such employee. If any employee is not subject to the workers' compensation laws of such state, such insurance shall extend to such employee voluntary coverage to the same extent as though such employee were subject to such laws.

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

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

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

18.3 Licensee shall furnish to Owner, within thirty days of the Commencement Date and upon renewal a certificate evidencing compliance with the requirements of this Article 18. This certificate will list Owner as an additional insured and will provide that in the event of cancellation of any of the said policies of insurance, the insuring company shall give all parties named as insureds notice of such cancellation.

ARTICLE 19 SERVICE OF NOTICES

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

19.2 Notices shall be sent addressed as follows:

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

**Great Plains Communications
1600 Great Plains Centre
P.O. Box 500
Blair, NE 68008
Attention: Colin Lodl, Director of FTTH and New Market Development**

With a copy to (for legal notices):

**Great Plains Communications
1600 Great Plains Centre
P.O. Box 500
Blair, NE 68008
Attn: Legal**

Invoices (for pole attachment rent only):

**Great Plains Communications
1600 Great Plains Centre
P.O. Box 408
Blair, NE 68008
Attn: Accounts Payable**

If to Owner:

**City of Wahoo
605 North Broadway
Wahoo, NE 68066
Attention: Utilities General Manager**

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

ARTICLE 20 SUPPLEMENTAL AGREEMENTS

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

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

ARTICLE 21 DEFAULT

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

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

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

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

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

ARTICLE 22 INDEMNIFICATION

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

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

22.3 The obligations of this Section 22 shall survive termination or non-renewal of this Agreement, to the extent of the applicable statute of limitations.

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

ARTICLE 23 FORCE MAJEURE

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

ARTICLE 24 MISCELLANEOUS PROVISIONS

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

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

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

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

24.5 Unless the context clearly indicates otherwise, as used in this Agreement, the term "Licensee" means the party or parties named on the first page hereof or any of them. The obligations of Licensee hereunder shall be joint and several. If any Licensee, or any signatory who signs on behalf of any Licensee, is a corporation, partnership, limited liability company, trust, or other legal entity, Licensee and any such

signatory, and the person or persons signing for Licensee, represent and warrant to Owner that this instrument is executed by Licensee's duly authorized representatives.

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

THE CITY OF WAHOO

Signature: _____

Name: _____

Title: _____

Date: _____

GREAT PLAINS COMMUNICATIONS LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Item 5



ROSE EQUIPMENT

Estimate

| DATE | ESTIMATE # |
|-----------|------------|
| 4/14/2023 | E2019-884 |

Rose Holding Inc, dba Rose Equipment
 8055 Fletcher Ave
 Lincoln, NE 68507

| BILL TO |
|--|
| CITY OF WAHOO 605 N BROADWAY WAHOO, NE 68066 |

| SHIP TO |
|---|
| CITY OF WAHOO 331 WEST A STREET WAHOO, NE 68066 baker@wahoo.ne.us, wynn@wahoo.ne.us (402) 443-3222 |

| Item | Description | Qty | Rate | Amt |
|---------------------|--|-----|-------------|-------------|
| 662706 VAC CON V230 | USED 2004 VAC-CON COMBO SEWER TRUCK INTERNATIONAL 4300 CHASSIS 1193 HOURS 14,852 MILES VIN#1HTMMAAL/41166.705 Sale to include 600' of new sewer hose | 1 | \$49,950.00 | \$49,950.00 |
| | | | SUBTOTAL | \$49,950.00 |
| | | | SHIPPING | \$0.00 |
| | | | DISCOUNT | \$0.00 |
| | | | TAX | \$0.00 |
| | | | TOTAL | \$49,950.00 |

Customer Acceptance Signature

Date

Effective Jan.1, 2023. All credit card payments of over \$1,000.00 will incur an additional fee of 3% of the invoice amount

Item 6

ORDINANCE NO. 2433

AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO AMEND TITLE III: ADMINISTRATION OF THE WAHOO MUNICIPAL CODE OF THE CITY OF WAHOO, NEBRASKA, BY AMENDING SECTIONS OF CHAPTER 38 ENTITLED UTILITY RATES PERTAINING TO RATES TO BE CHARGED THE CONSUMERS OF THE UTILITIES OF THE CITY OF WAHOO, NEBRASKA; TO PROVIDE THE EFFECTIVE DATES FOR EACH RESPECTIVE UTILITY RATE; 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, PROVISION OR PORTION HEREOF FOUND UNCONSTITUTIONAL OR INVALID; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE EFFECTIVE DATE THEREOF; TO PROVIDE THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE PART OF THE 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 City of Wahoo, Nebraska, maintains and operates four (4) utility services to residents and non-residents of the City of Wahoo, Nebraska, namely, electrical, natural gas, sewer, and water utility services, and,

WHEREAS, on October 24, 2002, the Mayor and Council of the City of Wahoo, Nebraska, did adopt Ordinance No. 1815 creating a Board of Public Works to provide specialized governance to said utilities, and,

WHEREAS, said Ordinance No. 1815 has been codified into the Wahoo Municipal Code and is found at Section 33.07 thereof, and,

WHEREAS paragraph (F) (6) of Section 33.07 of the Wahoo Municipal Code provides that all portions of Chapters 50, 51, 52, 53, and 54 of Title IV Public Works of the Wahoo Municipal Code, except those Chapters and Sections thereof relative to utility rate setting, were assigned and transferred to the Board of Public Works and are codified in the Wahoo Board of Public Works Code Book, and,

WHEREAS, on February 19, 2009, the Mayor and Council of the City of Wahoo, Nebraska, did adopt Ordinance No. 2010 which created Chapter 38 for the ease and administration of utility rates and incorporated current utility rates of the City of Wahoo into said Chapter 38, and,

WHEREAS, the Board of Public Works has recommended to the Mayor and Council of the City of Wahoo that said utility rates be amended,

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

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

Section 2. That there be added a Chapter 38 to Title III: Administration, of the Wahoo Municipal Code, entitled Utility Rates.

Section 3. That TITLE III: ADMINISTRATION, CHAPTER 38, UTILITY RATES, of the Wahoo Municipal Code shall read as follows:

CHAPTER 38: UTILITY RATES

§38.19 Customer Owned Generation Excess Power Rate

(A) Availability - to a customer signing an Interconnection Agreement with the Electric Department and who owns and operates cogeneration and small power production facilities with production capacity of ~~100 kW~~ 25kW and less that qualify under the guidelines for implementing PURPA Sections 201 and 210 and as outlined in the Electric Department's Policy and Guideline for Customer Owned Generation.

(B) Character of Service - Unless otherwise provided by in the interconnection agreement, the character of purchased power will be single or three phase alternating electric current of 60 hertz. Voltage shall be determined by the voltage of the Electric Department's distribution system in the vicinity unless otherwise agreed.

(C) Purchase Of Output From Qualifying Facilities - Owners of qualifying Facilities will be allowed the option to either (1) sell the entire electrical output to their Qualifying Facilities to the Electric Department, or (2) use the electrical output of their Qualifying Facilities to instantaneously supply all or a portion of their own load and sell the instantaneous surplus to The Electric Department.

(D) Purchase Price - Energy from qualifying facilities will be paid for on the following basis:

(1) For Qualifying Facilities of 100 kW and less without time of day metering, payment on a monthly basis of an amount of \$0.0295 per kilowatt hour for the summer season and \$0.0216 per kilowatt hour for the winter season for all power and/or energy delivered to the Electric Department.

(2) The purchase price shall be adjusted up or down to reflect the savings or costs resulting from variations in losses

compared to if the Electric Department had generated or purchased elsewhere an equivalent amount of energy. Such an adjustment factor shall be identified in the Interconnection Agreement.

(E) Accounting Charge - The owner of the Qualifying Facility will pay to the Electric Department the following monthly charges for additional energy accounting expenses incurred by the Electric Department:

- | | |
|-----------------------------|-------------|
| (1) kWh Meter meter * | \$4.00 per |
| (2) Interval Meter meter | \$20.00 per |

*For qualifying facilities utilizing kWh meters, the energy accounting charges will be waived until December 31, 2012

Section 5. 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.

Section 6. That should any section, paragraph, sentence, or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the 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.

Section 7. That all Ordinances and parts of Ordinances passed and approved prior to the passage, approval, and publication of this Ordinance, in conflict herewith, are hereby repealed.

Section 8. That this Ordinance shall be published in pamphlet form and shall be effective the 15th day after it is passed and approved, provided it has been published, as aforementioned, within the first fifteen (15) days after its passage and approval.

Section 9. 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 part of the Wahoo Municipal Code of the City of Wahoo, Nebraska, and the sections of this Ordinance may be renumbered to accomplish such intention.

PASSED AND APPROVED this ___ day of _____, 2022

CITY OF WAHOO, NEBRASKA

Item 7

January 27, 2023

City of Wahoo
Office of the City Clerk
605 North Broadway
Wahoo, NE 68066

RE: Our Claim No.: P2228682
Our Insureds: Cook, Bryce and Elizabeth
Date of Loss: December 18, 2022

To Whom It May Concern:

This letter is in regard to a sewer backup that occurred on the above date of loss at our insureds' residence, 1025 N Hackberry St, Wahoo, NE 68066.

We have now paid \$7,847.62 to repair damage to our insured's residence from the sewer backup and this amount includes our insured's \$1,500.00 deductible. Supporting documents are enclosed. (Color photographs are available by email on request, from jlostroh@fmne.com.)

We look forward to hearing from you or your insurance carrier soon. If you have questions, please contact this office.

Sincerely,

FARMERS MUTUAL OF NEBRASKA



Jon Lostroh, AIC
Recovery Specialist
402-473-5845

Encl.

Photos, All Care Inc water mitigation invoice, Farmers Mutual repair estimate, proof of payment

Item 8

RESOLUTION NO. 2023-04

WHEREAS, the City of Wahoo, Saunders County, Nebraska, is the owner of the following described personal property, to wit:

See Exhibit "A"

and,

WHEREAS, the City of Wahoo, Nebraska, does not have a present need to retain ownership of said above described personal property, and,

WHEREAS, the City of Wahoo, Nebraska, deems it in the best interests of the citizens of the City of Wahoo, Nebraska, that said personal property be disposed of, as set forth herein,

WHEREAS, the City of Wahoo, Nebraska, has determined that the fair market value of said personal property is greater than \$5,000.00, as stated in the attached Exhibit "A"

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WAHOO, NEBRASKA, AS FOLLOWS:

1. That the above described personal property be sold by either sealed bid and/or public sale on a date, time, as advertised in a Notice of Sale of Personal Property posted in three public places in the City of Wahoo, Nebraska, immediately after the passage of said Resolution and not later than seven (7) days prior to the sale of said items, as shall be evidenced by a Notice of Posting of the City of Wahoo Clerk, and,
2. That pursuant to Neb. Rev. Stat. §17-503.01, confirmation of the sale of said personal property by an ordinance is not required.
3. That the City of Wahoo, Nebraska, through the Clerk of the City of Wahoo, Nebraska, shall provide a bill of sale and/or certificate of title to the above personal property indicating that said personal property is being sold "as is" without warranty as to fitness or merchantability for any purpose and that buyer thereof assumes all risks from the utilization of said personal property upon buyer's possession of said items of personal property.
4. That buyer shall receive possession of the above-described items of personal property upon payment in full of the purchase price for each item.

PASSED AND APPROVED this 25th day of April 2023

CITY OF WAHOO, NEBRASKA

By: _____

Gerald Johnson, Its Mayor

ATTEST:

Christina Fasel, Clerk

Exhibit "A"
To Resolution No. 2023-04

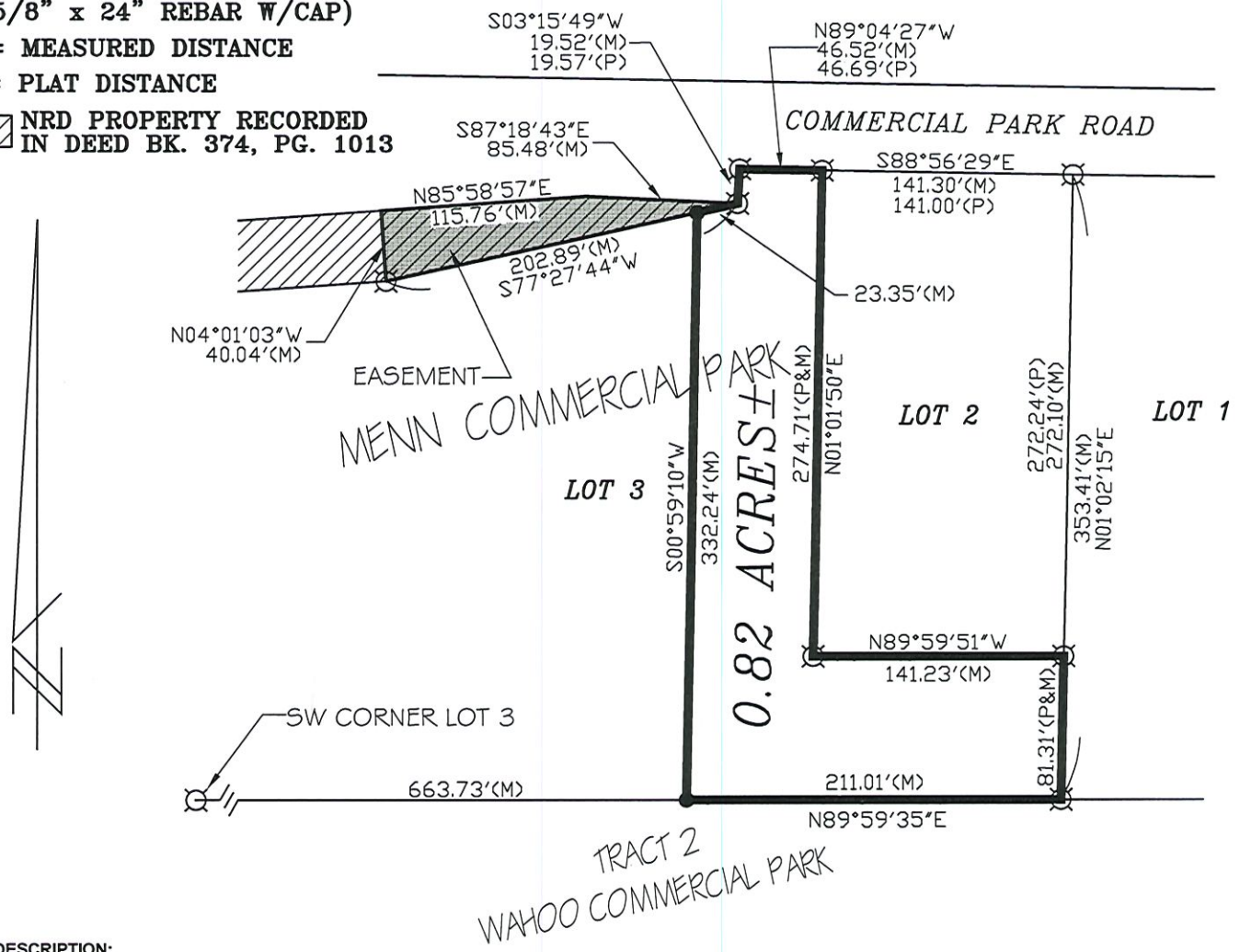
Vehicles/Equipment to be declared as surplus:

| <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Machine Number</u> | <u>Estimated Value</u> |
|-------------|-------------|--------------|-----------------------|------------------------|
| | JCB | Backhoe | USA 21400C PE412317 | \$15,000.00 |

Item 9

- ⊗ PIN FOUND
(5/8" REBAR)
- PIN SET
(5/8" x 24" REBAR W/CAP)
- M = MEASURED DISTANCE
- P = PLAT DISTANCE

 NRD PROPERTY RECORDED IN DEED BK. 374, PG. 1013



LEGAL DESCRIPTION:

THAT PART OF LOT 3, MENN COMMERCIAL PARK, CITY OF WAHOO, IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT 3, (NORTHWEST CORNER OF LOT 2), MENN COMMERCIAL PARK; THENCE N89°04'27"W (ASSUMED BEARING), ON THE NORTH LINE OF LOT 3, A DISTANCE OF 46.52 FEET, THENCE S03°15'49"W, ON THE NORTH LINE OF LOT 3, A DISTANCE OF 19.52 FEET; THENCE S77°27'44"W, ON THE NORTH LINE OF LOT 3, A DISTANCE OF 23.35 FEET; THENCE S00°59'10"W, A DISTANCE OF 332.24 FEET TO A POINT ON THE SOUTH LINE OF LOT 3; THENCE N89°59'35"E, ON THE SOUTH LINE OF LOT 3, A DISTANCE OF 211.01 FEET TO THE SOUTHEAST CORNER OF LOT 3, THENCE N01°02'15"E, ON THE EAST LINE OF LOT 3, A DISTANCE OF 81.31 FEET TO THE SOUTHEAST CORNER OF LOT 2, MENN COMMERCIAL PARK; THENCE N89°59'51"W, ON THE SOUTH LINE OF LOT 2, A DISTANCE OF 141.23 FEET TO THE SOUTHWEST CORNER OF THE LOT 2; THENCE N01°01'50"E, ON THE WEST LINE OF LOT 2, A DISTANCE OF 274.71 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 0.82 ACRES MORE OR LESS.

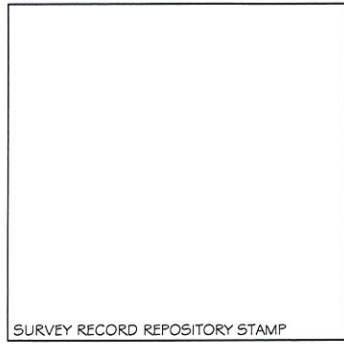
EASEMENT DESCRIPTION:

THAT PART OF PARCEL 1A, WAHOO COMMERCIAL PARK, CITY OF WAHOO, IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF LOT 3, (NORTHWEST CORNER OF LOT 2), MENN COMMERCIAL PARK; THENCE N89°04'27"W (ASSUMED BEARING), ON THE NORTH LINE OF LOT 3, A DISTANCE OF 46.52 FEET, THENCE S03°15'49"W, ON THE NORTH LINE OF LOT 3, A DISTANCE OF 19.52 FEET TO THE POINT OF BEGINNING; THENCE S77°27'44"W, ON THE NORTH LINE OF LOT 3, A DISTANCE OF 202.89 FEET; THENCE N04°01'03"W, A DISTANCE OF 40.04 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL CONVEYED BY THE DEED RECORDED IN DEED BOOK 374, PAGE 1013; THENCE N85°58'57"E, ON THE NORTH LINE OF SAID TRACT, A DISTANCE OF 115.76 FEET; THENCE S87°18'43"E, A DISTANCE OF 85.48 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I, JEREMY A. CHARLES, NEBRASKA REGISTERED LAND SURVEYOR No. 618, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AS BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY. PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS AS SHOWN ON THE PLAT AND ARE DESCRIBED IN THE LEGEND. ALL BEARINGS SHOWN ON THE PLAT ARE ASSUMED AND WERE USED FOR DESCRIPTIVE PURPOSES ONLY, THEY SHOULD NOT BE RELIED ON TO DETERMINE CARDINAL DIRECTIONS. ALL DIMENSIONS ARE CHORD MEASUREMENTS AND ARE IN FEET AND DECIMALS OF A FOOT. ALL ANGLES AND DISTANCES WERE MEASURED WITH AN SPECTRA PRECISION SP80 GPS, NIKON MODEL DTM-520 TOTAL STATION AND/OR A 200-FOOT SOKKIA NYCLAD TAPE.


 JEREMY A. CHARLES L.S. 618



CHARLES SURVEYING LLC.
 JEREMY A. CHARLES
 21 N. 3RD CIRCLE
 MEAD NE 68041
 (402) 443-6955

| | | |
|----------------------|-----------|------------|
| SURVEY RECORD | scale: | 1"=100' |
| | date: | 03/31/2023 |
| | drawn by: | CB |
| | field wk: | JC/KC |
| | sheet: | 1 of 1 |

PT. LOT 3, MENN COMMERCIAL PARK & PARCEL 1A, WAHOO COMMERCIAL PARK, CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA.

Item 10

ORDINANCE NO.2434

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 114: AMUSEMENT, SECTION 114.50-114.54; 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 114, Amusement, Mechanical Amusement Devices, of the Wahoo Municipal Code, shall be amended to provide changes, which shall read as follows:

MECHANICAL AMUSEMENT DEVICES

§ 114.50 DEFINITIONS.

The term "mechanical amusement device" hereinafter referred to as "machine," shall mean any machine, table, device, or contrivance which, upon insertion of a coin, slug, token, plate, disc, or by any other method of payment of money or other consideration, may be operated, played upon, or used by a person for amusement and entertainment only, and which does not dispense any form of merchandise, ticket, card, prize, award, or payoff. Such term shall include by way of example, but not by way of limitation, pinball, fooseball, pool tables, electronic arcade games, juke box machines, and shuffleboards and shall apply to both operational and nonoperational machines. Such term shall not include any machine, device, or contrivance now or hereafter made unlawful by the ordinances of the city or laws of

~~the state of Nebraska, nor any gambling device or contrivance, and shall not include mechanical kiddie amusement rides. The term "person" shall include persons, firms, partnerships, corporations, and associations.~~

Mechanical amusement device means any machine which, upon insertion of a coin, currency, credit card, or substitute into the machine, operates or may be operated or used for a game, contest, or amusement of any description, such as, by way of example, but not by way of limitation, pinball games, shuffleboard, bowling games, radio-ray rifle games, baseball, football, racing, boxing games, electronic video games of skill, and coin-operated pool tables. Mechanical amusement device also includes game and draw lotteries and coin-operated automatic musical devices. Mechanical amusement device does not mean vending machines which dispense tangible personal property, devices located in private homes for private use, pickle card dispensing devices which are required to be registered with the department pursuant to section [9-345.03](#),

(Neb. RS 17-120, Neb. RS 77-3001) ('72 Code, § 10-215) (Am. Ord. 1191, passed 4-14-83)

§ 114.51 PERMIT REQUIRED.

No person shall display for the use or permit to be used any machine as defined in §1 14.50 hereof without first securing a permit therefore and paying an occupation tax thereon as provided in Ch. 112.

(Neb. RS 17-120) ('72 Code, § 10-216) (Am. Ord. 1191, passed 4-14-83)

§ 114.52 APPLICATION FOR PERMIT; CONTENTS.

(A) Application for such permit shall be made to the City Clerk upon a form to be furnished by the city, which application shall set forth the following:

- (1) Full name, age, and address of the applicant;
- (2) Name of business and address where such machines are to be located and operated;
- (3) Description of any other business to be conducted on the premises referred to in subsection (2);
- (4) Description of each machine and the number of machines at the location for which a permit is desired;
- (5) Name and address of owner(s) of such machines.

(B) Such application shall include such other information as the City Council may require by resolution.

(Neb. RS 17-120) ('72 Code, § 10-217) (Am. Ord. 1191, passed 4-14-83)

§ 114.53 PERMIT FEE.

The City Clerk shall issue a permit to the application upon payment by the applicant of a permit fee of \$25 dollars and upon payment of the occupation tax provided in Ch. 112; provided, that no such permit shall be issued upon any application made by a person under 19 years of age.

(Neb. RS 17-120) ('72 Code, § 10-218) (Am. Ord. 1191, passed 4-14-83)

§ 114.54 INFORMATION ON PERMIT.

Such permit shall set forth the name of the permittee, the premises for which issued, the date of issuance and expiration of such permit, and the number of machines for which it is used.

(Neb. RS 17-120) ('72 Code, § 10-219) (Am. Ord. 1191, passed 4-14-83)

§ 114.55 PERMIT TO BE POSTED.

Such permits shall be conspicuously posted at all times in that part of the premises wherein such machines are located.

(Neb. RS 17-120) ('72 Code, § 10-220) (Am. Ord. 1191, passed 4-14-83)

§ 114.56 SUBSTITUTE MACHINES.

The permittee may substitute machines under such permit, provided the occupation tax required by Ch. 112 is paid on such machines. The number of machines in any premises shall at no time exceed the number set forth on the permit for the premises.

(Neb. RS 17-120) ('72 Code, § 10-221) (Am. Ord. 1191, passed 4-14-83)

§ 114.57 PERMIT NOT TRANSFERABLE.

Such a permit shall not be transferable from one person to another or from one location to another.

(Neb. RS 17-120) ('72 Code, § 10-222) (Ord. 1191, passed 4-14-83)

§ 114.58 REVOCATION OF PERMIT.

Any permit so granted shall be subject to revocation by the City Council for good cause after notice has been served and the permittee has been allowed a hearing.

(Neb. RS 17-120) ('72 Code, § 10-223) (Ord. 1191, passed 4-14-83)

§ 114.59 LOCATION; DESIGNATION IN PERMIT.

No machine shall be displayed or operated on or in any premises except the premises described in a permit issued under this chapter.

(Neb. RS 17-120) ('72 Code, § 10-225) (Ord. 1191, passed 4-14-83)

§ 114.60 EXPIRATION OF PERMIT.

Each permit shall expire on and shall be renewed by the first day of May of each year.

(Neb. RS 17-120) ('72 Code, § 10-226) (Ord. 1191, passed 4-14-83)

§ 114.61 PROHIBITED PRACTICES.

It shall be unlawful for any person:

- (A) To use slugs, tokens, plates, discs, or any objects other than United States coins to operate such machines, except for slugs, tokens, plates, discs, or any other object furnished by the owner of such machines at the location of the owner's machines for use in the owner's machines only and having no redemption in cash value other than play or amusement;
- (B) To give or furnish or permit the giving or furnishing of any merchandise, ticket, card, prize, reward, money, or payoff to any person playing or operating any such machines;
- (C) To permit the free operation of any such machines unless such machine is so constructed that it automatically provides for or permits free games upon the securing of a certain score thereon; or
- (D) To use or permit the use of any such machines as a gambling device or for or in connection with gambling.

(Neb. RS 17-120) ('72 Code, § 10-224) (Ord. 1191, passed 4-14-83) Penalty, see §10.99

§ 114.62 SEIZURE AND IMPOUNDING OF EQUIPMENT; PROCEDURE; FEE.

If any such machine is found being operated, kept, displayed, or maintained in violation of this subchapter, it may be seized by the police together with the money in such machine, which machine and money shall be conveyed to the headquarters of the Police Department and there be kept in the custody of the Chief of Police who shall be responsible therefore, until the owner has paid all necessary fees and has otherwise fully complied with this chapter. An additional fee of ~~\$10~~ \$75 to cover the cost of removing and caring for said machines shall be charged by the Police Department for each such machine taken to the Police Department Headquarters. Upon proof of payment of all of said fees and a full compliance with provisions of this subchapter, such machines shall be returned to the owner, otherwise such machines, together with the money therein, shall be disposed of as provided by state law for the disposal of other property held by the Police Department. Any person violating these ordinances shall be guilty of a Class II misdemeanor. Each day on which any person engages in or conducts the business of operating or distributing the machines or devices subject to these ordinances, without having obtained a permit or being in violation thereof, shall constitute a separate offense.

(Neb. RS 17-120) ('72 Code, § 10-227) (Ord. 1191, passed 4-14-83)

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 ____ day of _____ 2023.

CITY OF WAHOO, NEBRASKA

By: _____
Gerald D. Johnson, Its Mayor

ATTEST:

Christina Fasel, Its Clerk
(SEAL)

Item 11



D | A | DAVIDSON
FIXED INCOME CAPITAL MARKETS

450 Regency Parkway, Suite 400
Omaha, NE 68114
(402) 397-5777
(800) 206-7523
FAX (402) 392-7908
dadavidson.com
D.A. Davidson & Co. member SIPC

March 27, 2023

Melissa Harrell, City Administrator/Treasurer
City of Wahoo
605 North Broadway
Wahoo, NE 68066

Re: Underwriting Engagement and Disclosure Letter

Dear Melissa:

On behalf of D.A. Davidson & Co. (“we” or “Davidson”), thank you for the opportunity to serve as underwriter for City of Wahoo, Nebraska (the “Issuer”) on the Issuer’s proposed offering and issuance of General Obligation Various Purpose Bonds, Series 2023 and Bond Anticipation Notes, Series 2023 (collectively hereinafter referred to as the “Bonds”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Bonds are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as managing underwriter of the proposed offering and issuance of the Bonds, and in such capacity Davidson agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Bonds
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Bonds are to be rated, assist in preparing materials to be provided to securities ratings agencies and in developing strategies for meetings with the ratings agencies
- Consult with counsel and other service providers with respect to the offering and the terms of the Bonds
- Inform the Issuer of the marketing and offering process

- Negotiate the pricing, including the interest rate, and other terms of the Bonds
- Obtain CUSIP number(s) for the Bonds and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Bonds
- Perform such other usual and customary underwriting services as may be requested by the Issuer

As underwriter, Davidson will not be required to purchase the Bonds except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Bonds.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer.; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

In addition, the Issuer acknowledges receipt of certain regulatory disclosures as required by the Municipal Securities Rulemaking Board and as outlined under the heading "REGULATORY DISCLOSURES" below. The Issuer further acknowledges Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. Davidson's proposed underwriting fee/spread shall not exceed 1.25% of the principal amount of the Bonds issued. The underwriting fee/spread will represent the difference between the price that Davidson pays for the Bonds and the public offering price stated on the cover of the final official statement. In addition to the underwriting fee/spread, the Issuer shall pay to Davidson a fee equal to \$-0- as compensation for its services in assisting in the preparation of the official statement and providing various financial analyses, and for the use of Davidson's capital to advance certain costs prior to settlement. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond counsel, underwriter's counsel, rating agency fees and expenses, third-party disclosure review, CUSIP, DTC, IPREO (electronic book-running/sales order system), printing and mailing/distribution charges and all other expenses incident to the performance of the Issuer's obligations under the proposed Bonds.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Bonds except as may be superseded pursuant to a Purchase Agreement. Notwithstanding the forgoing, either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the Issuer, the Issuer agrees to compensate Davidson for the services provided and to reimburse Davidson for its out-of-pocket fees and expenses incurred to the date of termination.

5. Limitation of Liability. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Nebraska. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

REGULATORY DISCLOSURES

The Issuer has engaged D.A. Davidson & Co. (“Davidson”) to serve as an underwriter, and not as a Municipal Advisor, in connection with the issuance of the Bonds. The primary role of an underwriter is to purchase, or arrange for the placement of, securities in an arm’s-length commercial transaction between the issuer and the underwriter and that the underwriter has financial and other interests that differ from those of the issuer. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. The specific terms of our engagement will be as set forth in a purchase agreement to be entered into by the parties if and when the Bonds are priced following successful completion of the offering process.

1. Dealer-Specific Conflicts of Interest Disclosures

Davidson has not identified any actual or potential material conflicts¹ that require disclosure.

2. Transaction-Specific Disclosures

Since Davidson has not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a “complex municipal securities financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

3. Standard Disclosures

A. Disclosures Concerning the Underwriters’ Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) An underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

¹ Reference to *potential* material conflicts throughout this letter, refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17

- (iv) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
- (v) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- (vi) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²

B. Disclosures Concerning the Underwriters' Compensation:

- (i) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

4. Questions and Acknowledgment.

Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please sign and return this letter to me either via email or to the address set forth on Page 1 of this letter.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding

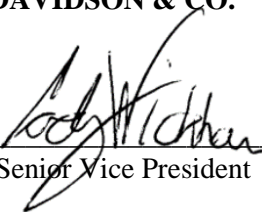
² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Again, we thank you for the opportunity to assist you with your financing and the confidence you have placed in us.

Very truly yours,

D.A. DAVIDSON & CO.

By: 
Title: Senior Vice President

Accepted this ___ day of _____, 2023

CITY OF WAHOO, NEBRASKA

By: _____
Title: _____

Item 12

RESOLUTION NO. 2023-__

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAHOO, NEBRASKA, AS FOLLOWS:

Section 1. That the Mayor and City Council will meet as a Board of Equalization at 7:00 o'clock p.m., on the 9th day of May, 2023, at the Wahoo Public Library in Wahoo, Nebraska to consider the levy of special assessments in Street Improvement District No. 2021-01, Sanitary Sewer District No. 2021-01, and Storm Water Sewer District No. 2021-01, including the North Highlands Subdivision improvements constructed therewith, and

Section 2. That the above notice of said meeting be provided by personal service to the property owner as allowed per Nebraska Revised Statutes §17-524, and

Section 3. That at said time and place, the Mayor and City Council of said City will grant a hearing to all persons interested and will pass a resolution making said special assessments as provided by law.

Passed this ____ day of _____, 2023.

ATTEST:

Mayor _____

City Clerk

[SEAL]

NOTICE OF MEETING OF CITY OF WAHOO BOARD OF EQUALIZATION

Notice is hereby given that the plats of Street Improvement District No. 2021-01, Sanitary Sewer District No. 2021-01, and Storm Water Sewer District No. 2021-01 including the North Highlands Subdivision improvements constructed therewith, in the City of Wahoo, Nebraska, and a schedule of proposed special assessments of the property within the Districts or Projects heretofore stated, as prepared by City staff, are on file in the office of the City Clerk.

You are further noticed that the Mayor and Council will sit as a Board of Equalization in the Wahoo Public Library in the City of Wahoo, Nebraska, at 7:30 p.m. on the 9th day of May, 2023, to consider objections to and adjust and equalize the proposed assessments with reference to the benefits resulting from the improvements and the levy of special assessments therefore, any objector may appear in person or by representative and submit such additional information as they may desire.

Dated this 25th day of April, 2023.

CITY OF WAHOO, NEBRASKA

By: _____
City Clerk

Item 13

CITY OF WAHOO, NEBRASKA

RESOLUTION # _____
(Sid Dillon Wahoo Inc. Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAHOO, NEBRASKA, CONSENTING TO THE ASSIGNMENT AND ASSUMPTION OF THE REDEVELOPMENT CONTRACT FOR THE SID DILLON WAHOO INC. PROJECT.

RECITALS

- A. The City of Wahoo, Nebraska (the “City”) and Sid Dillon Wahoo Inc., a Nebraska corporation (“Redeveloper”), entered into that certain Redevelopment Contract dated October 8, 2015 (the “Redevelopment Contract”).
- B. Pursuant to Section 703 of the Redevelopment Contract, the City must consent to the assignment of the Redevelopment Contract to anyone other than a Lender.
- C. Redeveloper desires to convey the Project Area to MBH Landholdings, LLC, a Nebraska limited liability company (“Buyer”), and is seeking the City’s consent in connection therewith.
- D. Buyer is not exempt from the payment of real estate taxes.
- E. Attached hereto as Exhibit “A” is a copy of the Assignment and Assumption of Redevelopment Contract (“Assignment”).

NOW THEREFORE, BE IT RESOLVED, that the City hereby consents to the sale, transfer, and conveyance of the Project Area by Redeveloper, subject to the following conditions:

- 1. Redeveloper and Buyer each execute the Assignment on or before the closing date;
- 2. Redeveloper pays all of the City’s fees as set forth in the Assignment.

BE IT FURTHER RESOLVED, the City hereby authorizes the Mayor to execute and enter into the Assignment on the City’s behalf, and take all other actions necessary to effectuate this Resolution.

The City hereby rescinds any other resolutions or actions that are contradictory or incompatible with this Resolution.

Dated this ____ day of _____, 2023.

CITY OF WAHOO, NEBRASKA

By: _____
Gerald D. Johnson, Mayor

ATTEST: _____
_____, City Clerk

EXHIBIT "A"
Assignment and Assumption of Redevelopment Contract

[Attached]

4869-9680-4438, v. 1

Exhibit "A"

When recorded, please return to:

City of Wahoo
Attn: Melissa Harrell
605 North Broadway
Wahoo, NE 68066

ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT CONTRACT

This Assignment and Assumption of Redevelopment Contract (“Agreement”) is entered into on this ___ day of _____, 2023, by and between the City of Wahoo, Nebraska (the “City”), Sid Dillon Wahoo Inc., a Nebraska corporation (“Original Redeveloper”), and MBH Landholdings, LLC, a Nebraska limited liability company (“Successor Redeveloper”).

RECITALS

- A. The City and Original Redeveloper entered into a Redevelopment Contract dated October 8, 2015 (the “Redevelopment Contract”) for a redevelopment project (the “Project”) on the property that is identified in the Redevelopment Contract and legally described as:

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE N03°28'16"W (ASSUMED BEARING) ON THE EAST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 45.57 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY NO. 77, AND THE POINT OF BEGINNING; THENCE N75°06'53"W ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 32.61 FEET; THENCE S83°51'54"W CONTINUING ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 39.08 FEET; THENCE N03°28'16"W, A DISTANCE OF 405.30 FEET; THENCE S86°31'44"W, A DISTANCE OF 268.85 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE N00°31'43"W ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 594.91 FEET;

THENCE N86°31'44"E, A DISTANCE OF 308.30 FEET TO THE EAST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER; THENCE S03°28'16"E ON SAID EAST LINE, A DISTANCE OF 1007.88 FEET TO THE POINT OF BEGINNING, CONTAINING 5.07 ACRES, MORE OR LESS (the "Project Area").

- B. Successor Redevelopment is an affiliate of Original Redeveloper.
- C. Original Redeveloper desires to convey the Project Area to Successor Redeveloper.
- D. Successor Redeveloper desires to acquire the Project Area from Original Redeveloper.
- E. The terms of the Redevelopment Contract run with the land.
- F. In connection with the conveyance of the Project Area, Original Redeveloper desires to assign the Redevelopment Contract to Successor Redeveloper and Successor Redeveloper agrees to assume all of the obligations of the "Redeveloper" under the Redevelopment Contract.
- G. Pursuant to Section 703 of the Redevelopment Contract, the City must consent to the assignment of the Redevelopment Contract to anyone other than a Lender.

NOW THEREFORE, in consideration of these mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Assignment. Effective as of the date of this Agreement, Original Redeveloper assigns all of its right, title and interest in and to the Redevelopment Contract to Successor Redeveloper, except as set forth in Section 3 hereof.

2. Assumption. Effective as of the date of this Agreement, Successor Redeveloper assumes and agrees to perform all the obligations of Original Redeveloper under the Redevelopment Contract and to assume and to perform and to be bound by all of the obligations and undertakings of Original Redeveloper to the City as provided in the Redevelopment Contract, except as set forth in Section 3 hereof.

3. TIF Indebtedness. Original Redeveloper is the Registered Owner of the Taxable Tax Increment Revenue Note (Sid Dillion Wahoo Inc. Project), Series 2015A in the principal amount of \$200,000.00 issued on October 8, 2015, and the Taxable Tax Increment Revenue Note (Sid Dillion Wahoo Inc. Project), Series 2015C, in the principal amount of \$544,228.00 issued on October 8, 2015 (collectively, the "Notes"). The Notes shall not be assigned by this Agreement, and Successor Redeveloper shall have no claim to the TIF Revenues.

4. Warranties and Representations. In addition to the general assumption of all obligations and duties set forth in the Redevelopment Contract set forth in Section 2 of this Agreement, Successor Redeveloper hereby warrants and represents that: (i) it is not exempt from paying real estate taxes and will not apply for an exemption from real estate taxes during the term of the Redevelopment Contract, and (ii) it understands and acknowledges its obligation to pay all real estate taxes due on the Project Area.

“ORIGINAL REDEVELOPER”

SID DILLON WAHOO INC.,
a Nebraska corporation

By: _____
Name: Sidney R. Dillon
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Sidney R. Dillon, President of Sid Dillon Wahoo Inc., a Nebraska corporation, on behalf of the corporation.

Notary Public

“SUCCESSOR REDEVELOPER”

MBH LANDHOLDINGS, LLC,
a Nebraska limited liability company

By: _____
Name: Sidney R. Dillon
Title: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Sidney R. Dillon, Manager of MBH Landholdings, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

Item 14

April 21, 2023

TO: Mayor & Council

FROM: Melissa Harrell, City Administrator 

RE: Kennedy Campus – Parking Lot surfacing

At the meeting on 4/11/2023 the Council heard information about permeable surfacing that the developers of the Kennedy Campus project were hoping could be used instead of hard surfacing for their parking lot needed for their facility improvements. As the City Attorney indicated in that meeting the options for the Council to consider which are:

1. Deny the request for alternative material as was recommended by the Planning Commission;
2. Make findings that support a decision of a waiver as described in Section 7.27 of our Zoning Regulations; or
3. Require there to be an amendment process considered to change the zoning regulations regarding surfacing materials for parking lots.

Following the meeting I did investigate whether other communities have provisions in their regulations to allow for permeable surfacing in parking lots and I have not been able to find any that have. I also spoke with LTAP about this thinking they would have recommendations or literature available on this topic, but they did not.

Therefore, it is my recommendation, after speaking with staff, that if this is something you are interested in allowing in an investigatory spirit, there need to be conditions that should be met to ensure there is compliance with our development standards which were created to provide protection to surrounding property owners. If a waiver would be considered, I recommend an engineered drainage study, the same as would be required for a paved surface parking lot, be completed. In addition, the soil conditions must be known so the saturation point can be considered. Our Street Supt, Joe Wynn, and I discussed the permeable surfacing and, in his experience, when it is installed a drainage basin is included/necessary for any possible over-saturation or overflow. Furthermore, it seems appropriate to require hard surfacing (not permeable paving) for the ADA parking stalls, and that all stall markings (meeting size requirements of our zoning regulations) be required.

I have attached the relevant sections regarding the waiver provision as well as the storm water regulation requirements from our subdivision regulations. If you approve a waiver, it would be appropriate for the Planning Commission to require the engineered drainage study be included with the complete parking plan submittal for approval (drainage study, surfacing information, parking stall marking plans, ADA compliance, landscaping requirements, access/sidewalk connections, etc.). All documents should be submitted by the developer before placed on any agenda for consideration so the entire parking plan package can be considered at one time (surfacing, drainage, ADA, landscaping).

- i. That the occupancy of viewing rooms less than 150 square feet is limited to one person.
 - ii. That specified sexual activity on the premises is prohibited.
 - iii. That the making of openings between viewing rooms is prohibited.
 - iv. That violators will be required to leave the premises.
 - v. That violations of these regulations are unlawful.
- F. It shall be the duty of the operator of an adult establishment to enforce the regulations articulated in e.i. through e.v. above.
- G. The interior of the premises shall be configured in such a manner that there is an unobstructed view from an operator of the adult establishment's station of every area of the premises, including the interior of each viewing room but excluding restrooms, to which any patron is permitted access for any purpose. An operator's station shall not exceed thirty-two (32) square feet of floor area. If the premises has two (2) or more operator's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose, excluding restrooms, from at least one of the operator's stations. The view required in this paragraph must be by direct line of sight from the operator's station. It is the duty of the operator of an adult establishment to ensure that at least one employee of an adult establishment is on duty and situated in each operator's station at all times that any patron is on the premises. It shall be the duty of the operator of an adult establishment, and it shall also be the duty of any employees of an adult establishment present on the premises, to ensure that the view area specified in this paragraph remains unobstructed by any doors, curtains, walls, merchandise, display racks or other materials or enclosures at all times that any patron is present on the premises.
- H. It shall be the duty of the operator of an adult establishment to ensure that no porous materials are used for any wall, floor, or seat in any booth or viewing room.
- I. It shall be unlawful for a person having a duty under subsections 9.a. through 9.h above to knowingly or recklessly fail to fulfill that duty.
- J. No patron shall knowingly or recklessly enter or remain in a viewing room less than 150 square feet in area that is occupied by any other patron.
- K. No patron shall knowingly or recklessly be or remain within one foot of any other patron while in a viewing room that is 150 square feet or larger in area.
- L. No person shall knowingly or recklessly make any hole or opening between viewing rooms.
- 10. It shall be the duty of the operator of an adult establishment to ensure that the interior premises shall be equipped with overhead lighting of sufficient intensity to illuminate every place to which customers are permitted access at an illumination of not less than five (5.0) foot candles as measured at the floor level and the illumination must be maintained at all times that any customer is present in or on the premises.
- 11. Unless a culpable mental state is otherwise specified herein, a showing of a reckless mental state shall be sufficient to establish a violation of a provision of this section 7.26.03.

Section 7.27 Granting of Waivers (Exceptions) and Conditions.

In addition to exceptions contained in this Ordinance, the Planning Commission may recommend and the City Council may grant waivers for use of property from the provisions of this Ordinance, but only after determining that: 1) there are unique circumstances or conditions affecting the property that are not the result of actions by the requestor and/or property owner; 2) the waivers are necessary for the reasonable and acceptable use of the property in question; 3) the granting of waivers will not be detrimental to the public or injurious to adjacent and nearby properties.

This process is not intended to take the place of procedures under Article 6: Conditional Use Permits, or Article 8: Board of Adjustment.

Section 2.07 Permits.

Unless a lot shall have been platted in accordance with the provisions of this Article, no building permit shall be issued.

Section 2.08 Amendments.

Any provisions of this Ordinance may from time to time be amended, supplemented, changed, modified, or repealed by the City Council; provided, however, that such amendments shall not become effective until after public hearing and consideration by the Planning Commission; and a public hearing by the City Council in relation thereto has been held, public notice of which shall have been published in a newspaper of general circulation within the City of Wahoo at least one time, 10 days prior to such hearing.

Section 2.09 Modifications.

Where, in the case of a particular proposed subdivision, the subdivider can show that the strict compliance with this Ordinance would result in extraordinary hardship to the subdivider because of unusual topography; or other such conditions not inflicted by the applicant; or where conditions would result in inhibiting the achievement of the objectives of this Ordinance, the Board of Adjustment, after receiving a report from the Planning Commission, may vary, modify, or waive the requirements so that substantial justice may be done and the public interest secured. Provided, that such modifications or waiver will not adversely affect the development, the character of which shall be in conformance with recommended platting and development practices in the general area of the proposed subdivision; will not have the effect of nullifying the intent and purpose of the regulations; and, will not interfere with carrying out the Comprehensive Development Plan of the City.

Section 2.10 Storm Run-off Control.

Where in the case of a proposed development, which requires the grading of the site, redistribution of storm water run-off, increase of storm water run-off above the prescribed amount as allowed in section 4.18, or other conditions noted by City Council, Planning Commission and/or City Engineer, said development shall contain all necessary control measures for siltation and run-off control as deemed necessary by the City and/or City Engineer.

Section 2.11 Review Fees.

A fee schedule for administrative costs associated with the review of preliminary plats, final plats, replats, lot splits, plans and specifications of proposed improvements and construction review has been adopted by the City and such fees shall be paid by the subdivider.

Section 4.14 Blocks.

The lengths, widths and shapes of blocks shall be determined with due regard to the provisions of adequate access and circulation, building sites suitable to the needs of the use contemplated, zoning requirements regarding minimum lot sizes, widths and frontages and the limitations or opportunities presented by the topography. Block lengths, except in unusual circumstances, shall not exceed 1,320 feet and shall be a minimum length of 300 feet. Pedestrian easements 10 feet wide shall be provided through or near the center of blocks more than 600 feet long in order to provide for pedestrian circulation.

Section 4.15 Lots.

The lot sizes, width, depth, shape and orientation shall be appropriate for the location of the subdivision and for the type of development and use contemplated. Corner lots for residential uses shall have additional width to permit appropriate building setback distances and orientation to both streets. The subdividing of land shall be such as to provide each lot with satisfactory vehicular access by means of public street or approved private street. Side lot lines shall be substantially at right angles or radial to curved street lines.

Section 4.16 Through (Double Frontage) Lots.

Double frontage lots, shall be avoided except where essential to provide separation of residential development from arterial streets or to overcome specific disadvantages of topography. Where such lots are used in relation to an arterial street, a landscape screen of at least 10 feet in width shall be provided along the line of lots abutting such arterial street and the subdivider shall install trees, shrubbery or fences or a combination thereof to screen the residential development from the arterial street and dampen the noise generated by traffic on the arterial street. Such screen shall be installed prior to the issuance of a certificate of occupancy.

Section 4.17 Easements.

Easements for sanitary or storm sewers, where necessary, shall be provided and shall be a total of at least 15 feet wide or wider when required by the City.

Where a subdivision is traversed by a major watercourse, drainageway, channel, or stream, there shall be provided to the City a permanent storm water easement or drainage right-of-way such width as will be adequate for both water flow and maintenance operations as determined by the City. No other surface improvements or fill, except trails, bank stabilization, and stabilization structures, shall be placed in any such easement right-of-way.

Where a subdivision is traversed by a river or one of its tributaries, there shall be provided to the City and the Lower Platte North Natural Resources District a permanent easement adequate for construction, operation, and maintenance of channel and flood control improvements and public recreation trails. No other surface improvements or fill, except bank stabilization structures, shall be placed in any such easement right-of-way.

Perpetual easements shall be granted to the City of Wahoo and any telecommunications entity or other corporation transmitting communication signals authorized to use the city streets, to erect, operate, maintain, repair and renew poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a five (5)-foot wide strip of land abutting all front and side boundary lot lines, and eight-foot wide strip of land abutting the rear boundary lines of all interior lots, and a sixteen (16)-foot wide strip of land abutting the rear boundary lines of all exterior lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen (16)-foot wide easement will be reduced to an eight (8)-foot wide strip when the adjacent land is surveyed, platted and recorded. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the afore-said uses or rights herein granted.

Perpetual easements shall be granted to all other utility providers, and their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas, sanitary sewer, and water on, through under and across a five-foot-wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the afore-said uses or rights herein granted.

Section 4.18 Storm Sewer and Drainage System.

A drainage system, including pipes, inlets, drainage structures, bridges, ditches, detention cells and other structures shall be designed and constructed by the subdivider to provide for proper drainage of surface water of the subdivision and the drainage area of which it is a part of. The storm sewer system shall be constructed and installed to provide for adequate drainage.

Storm drainage, including drain tile around basements and discharge from basement sump pumps shall not be permitted to discharge into any sanitary sewer facility, but shall be connect to an adequate drainage outlet.

The subdivider shall submit, a drainage report prepared by a registered professional engineer licensed in the State of Nebraska describing the existing and proposed drainage conditions. A Preliminary Drainage Report shall be included with the Preliminary plat. The Final Drainage Report shall be submitted with the Final Plat and shall include an evaluation of the ability of the proposed improvements pertaining to drainage in the subdivision to handle the run-off. The report shall also consider the impacts of the upstream and downstream drainage systems.

The Preliminary Drainage Report shall include:

1. Preliminary estimates of the quantity of storm water entering the subdivision naturally and upon full development of lots within the subdivision for a 2-year, 10-year and 100-year frequency storm events.
2. Existing conditions of the watershed that may affect the proposed subdivision, such as soil type, drainage channels, obstructions, flood plain, floodway, wetlands, etc.
3. A preliminary grading plan illustrating the proposed drainage improvements and storm water management.

The Final Drainage Report shall include:

1. Calculations of the quantity of storm water entering the subdivision naturally and estimates of such storm water upon full development within the subdivision based on the proposed zoning.
2. Quantities of flow at each pick-up point.
3. Estimates and type of erosion control measures necessary to control erosion during construction.
4. A description of an adequate drainage system within the subdivision and its design capacities based on a 2-year, 10-year and 100-year frequency storm events.

In determining the size or type of storm sewer system, the design shall be sufficient to handle the computed runoff based on the Nebraska Department of Roads "Drainage Design and Erosion Control Manual, latest addition" and the Rational Method as described in said document. No storm sewer pipe shall be less than 15" in diameter. All storm sewers shall be designed to allow for a minimum of 12" between the bottom of the pavement slab to the top of said storm sewer pipe.

Based on the findings of the Drainage Reports, improvements shall be made to limit the peak rate of storm water discharge from the subdivision. Post development runoff (cubic feet per second) shall reflect a "no net" increase in runoff based on 2-year, 10-year and 100-year frequency storm events. Pre-development shall be the condition prior to improvements being completed, including cultivated row crops. Storm routing shall be performed as described in Technical Release 55 "Urban Hydrology for Small Watersheds" prepared by the US Department of Agriculture and the Natural Resources Conservation Service. The city shall require retention or detention basins (storage facilities) or other flow attenuation or reduction method in order to control the post-development run-off. All temporary stored runoff shall be drained within 48 hours.

The outlet works of any storage facility shall include a principal outlet as well as an emergency overflow. Flow through the emergency overflow must be demonstrated to discharge in a safe manner. Outlet works must operate without requiring attendance or operation. During the design and construction of any storage facility public safety shall be the highest concern. Consideration shall be made for fencing, flattening approach slopes or other safety measures.

Section 4.19 Sanitary Sewer System.

Design standards for sanitary sewers shall conform to standards of the Nebraska Department of Environmental Quality and the Recommended Standards for Water Works, latest edition (aka 10 States Standards) by Great Lakes – Upper Mississippi River Board of State Public Health and Environmental Managers.

Section 4.20 Water.

All water improvements will meet the requirements of the Nebraska Department of Health and Human Services and the Recommended Standards for Water Works, latest edition (aka 10 States Standards) by Great Lakes – Upper Mississippi River Board of State Public Health and Environmental Managers.