

WAHOO CITY COUNCIL AGENDA

Tuesday May 23, 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

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 May 9, 2023, City Council Meeting
3. Acceptance of Minutes of the May 5, 2023, Planning Commission Meeting

Public hearing and associated action items

1. Approval of Final Plat for Menn's Subdivision
2. Approval of Final Plat for Destiny Campus
3. Approval of amendment to zoning regulations regarding signage requirements
4. Approval of liquor license for Victor Sanchez Rodriguez dba Adelita's Mexican Restaurant, 111 S Chestnut Street, Wahoo NE

Action items not requiring a public hearing

1. Approval of second reading and possible waiver of third reading of Ordinance No 2435 for Bonding for Wilmer Ridge
2. Approval of a Waiver of separate submittals as requested by Rodger Harders
3. Approval of authorization to allow for Mayor to sign a Municipality Agreement with the State of Nebraska Department of Transportation regarding the city's responsibilities for the 77/109 roundabout.
4. Approval of Resolution No 2023-09 adopting and approving the execution of an agreement with the Department of Transportation for 77/109 roundabout project.
5. Approval of Resolution No 2023- 10 Declaring property as surplus

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. June 13, 2023 (agenda deadline = 5:00pm June 8, 2023)
2. June 27, 2023 (agenda deadline = 5:00pm June 22, 2023)
3. July 11, 2023 (agenda deadline = 5:00pm July 6, 2023)

Consent Agenda

Wahoo Public Library**Wahoo, Nebraska****May 09, 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, Chris Rappl, Patrick Nagle and Ryan Ideus. Council Members absent: Shane Sweet and Carl Warford.

The Council met as the Board of Equalization at 7:01pm. A public hearing regarding Special Assessments for Street Improvement District No 2021-01, Sanitary Sewer District No 2021-01, and Stormwater Sewer District No 2021-01 for North Highlands Subdivision was opened at 7:02pm. City Administrator Melissa Harrell reported on the assessments. There were no comments from the public. Council Member Rappl motioned, and Council Member Ideus seconded to close the public meeting at 7:06pm. Roll call vote: Rappl, yes; Ideus, yes; Krejci, yes; Nagel, yes; Sweet, absent and not voting, Warford, absent and not voting. Motion carried.

Council Member Krejci motioned, and Council Member Nagel seconded to approve Resolution No 2023-08 approving the schedule of assessment and authorizing a levying of that assessment. Roll call vote: Krejci, yes; Nagel, yes; Rappl, yes; Ideus, yes; Sweet, absent and not voting, Warford, absent and not voting. Motion carried.

Council Member Krejci motioned, and Council Member Nagel seconded to adjourn the meeting of the Board of Equalization and return to regular session at 7:14pm. Roll call vote: Krejci, yes; Nagel, yes; Rappl, yes; Ideus, yes; Sweet, absent and not voting, Warford, absent and not voting. Motion carried.

Parks and Recreation Director Kevin Stuhr gave his department head report.

City Clerk Christina Fasel reported on the new process for ATV/UTV permitting.

Council Member Krejci motioned, and Council Member Ideus seconded to approve the consent agenda which included acceptance of excused absence of Council members, approval of minutes of the April 25, 2023, meeting of the City Council, acceptance of Minutes of the April 11, 2023, Library Board meeting, authorization for Mayor to sign contract for bailing of hay ground at Landfill cover site. Roll call vote: Krejci, yes; Ideus, yes; Nagel, yes; Rappl, yes; Sweet, absent and not voting, Warford, absent and not voting. Motion carried.

Cody Wickham from DA Davidson presented information on the current market and options for the bonding of the Wilmer Ridge Subdivision. Council Member Krejci motioned, and Council Member Nagel seconded to approve the first reading of Ordinance No 2435 authorizing bonding for Wilmer Ridge Subdivision. Roll call vote: Krejci, yes; Nagel, yes; Rappl, yes; Ideus, yes; Sweet, absent and not voting, Warford, absent and not voting. Motion carried.

Council Member Krejci motioned, and Council Member Ideus seconded to approve Resolution No 2023-07 to authorize the City's participation in the Saunders County Mutual Finance Organization and to indicate our intent to allocate \$.04 of the levy to the Fire Department of the City. Roll call vote: Krejci, yes; Ideus, yes; Nagel, yes; Rappl, yes; Sweet, absent and not voting, Warford, absent and not voting. Motion carried.

Discussion was held regarding the 77/109 roundabout project. Councilmembers had concerns about the impact of detour traffic on City streets and directed city staff to relay their comments to the Department of Transportation.

Council member Rappl motioned, and Council Member Krejci seconded to approve the Memorandum of Understanding with Three Rivers Public Health. Roll call vote: Rappl, yes; Krejci, yes; Ideus, yes; Nagel, yes; Sweet, absent and not voting, Warford, absent and not voting. Motion carried.

Council Member Krejci motioned, and Council Member Nagel seconded to approve the waiver of height requirements, front yard setback, and use of barbed wire for security fencing for MENN Commercial Park. Roll call vote: Krejci, yes; Nagel, yes; Rappl, yes; Ideus, yes; Sweet, absent and not voting, Warford, absent and not voting. Motion carried.

Discussion was held regarding the use of city owned property at 23rd and Chestnut streets. No action was taken.

Council Member Ideus motioned, and Council Member Rappl seconded to adjourn the meeting at 8:01pm. Roll call vote: Ideus, yes; Rappl, yes; Krejci, yes; Nagel, yes; Sweet, absent and not voting, Warford, absent and not voting. Motion carried.

The next regular meeting is May 23, 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

May 4, 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 7:01 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, Pearson, Iversen, Brooks, Pfligler, and Fick. Absent: Gabel, Wilcox, and Baumert. Travis Beavers, Building Inspector/Zoning Administrator, was also present.

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

The meeting was declared open for the public hearing at 7:02 p.m. on a proposed amendment to Ordinance 1886, the Wahoo Zoning Ordinance, by amending section 7.06 Sign Regulations regarding canopy signs as filed by Sid Dillon. The Chair called for comments either for or against the proposed amendment from the public. Beavers explained the regulations of section 7.06 for canopy signage state one sign is allowed per building or structure. Jesse Henderson of Sid Dillon explained the reasons for the proposed amendment and the desire to open signage to the dual front of the structure. Hendersen explained the speed of traffic through the area and the limited access to the business, especially for northbound traffic, spurred their proposal. He also stated the new signs will mirror the existing signs on the structure which are backlit letters, and that they want to work with the community to get signs on both the west and south sides of the structure. There were no comments presented against the proposal, an no written comments for the record were submitted. A motion was made by Pfligler, seconded by Pearson, to close the public hearing at 7:06 p.m. Roll call vote: Pfligler, yes; Pearson, yes; Iversen, yes; Brooks, yes; Fick, yes. Absent and not voting were Wilcox, Baumert, and Gabel. Motion carried.

Discussion was held between the members, and included lighting and design standards, backlighting versus using spot lights, the size of the canopy, the current zoning for the affected area, the addition of a new Ford showroom, and avoiding sign pollution.

Gabel arrived at 7:26 p.m.

A motion was made by Fick, seconded by Iversen, to recommend the proposed amendment to Ordinance 1886, the Wahoo Zoning Ordinance, by amending section 7.06 Sign Regulations regarding canopy signs, to allow two signs per canopy on a corner lot or dual frontage within C-2 highway commercial zoning district. Further discussion was held that the wording will affect canopies only. Roll call vote: Fick, yes; Iversen, yes; Pearson, yes; Brooks, yes; Pfligler, yes; Gabel, yes; Kleffner, yes. Absent and not voting were Wilcox and Baumert. Motion carried. The Chair announced the proposal will now go before the City Council.

The Chair announced the next item on the agenda was discussion of the Final Plat for Menn Commercial Park First Replat, as filed by Dan Sanderson. Beavers explained the layout of the Final Plat involving Lots 2 and .82 acres of Lot 3, which Sanderson would like to add to Lot 2. Beavers stated there is an easement and the NRD will give access to the area from the area they own. Beavers further explained the area is currently zoned as I-2, and the plan is to have camper storage on Lot 3. Beavers clarified that the replat will not create an undersized lot under the current I-2 zoning. A short discussion was held. Motion by Pfligler, seconded by Pearson, to recommend the Final Plat for Menn Commercial Park First Replat, a replat of Lots 2 and 3, Menn Commercial Park to the City of Wahoo, Saunders County, Nebraska, as filed by Dan Sanderson. Roll call vote: Pfligler, yes; Pearson, yes; Brooks, yes; Fick, yes; Iversen, yes; Gabel, yes; Kleffner, yes. Absent and not voting was Baumert and Wilcox. Motion carried.

The members then began discussion of the Final Plat for Destiny Campus as filed by Richard Vernon. Beavers explained the Final Plat combines Lot 2 with a green space, the gymnasium lot, and the Colony Subdivision. Discussion was held, and it was noted the map provided to the members did not include the utilities easement. Beavers further explained the Final Plat is only changing the property lines. Motion by Kleffner, seconded Pfligler, to recommend approval of the Final Plat for Destiny Campus, a replat of Lot 2, Colony Subdivision Replat, Lots 1, 2 and 6, Kennedy College Subdivision, and a portion of vacated Oak Street, City of Wahoo, Saunders County, Nebraska, as filed by Richard Vernon on the condition that, prior to City Council approval, the utilities easement be added to the Final Plat. Roll call vote: Kleffner, yes; Pfligler, yes; Pearson, yes; Iversen, yes; Brooks, yes; Fick, yes; Gabel, yes. Absent and not voting was Baumert and Wilcox. Motion carried.

Discussion was held on the approval of a 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). Beavers explained that the description was amended as the description of the parking lot changed. Beavers further explained that the City Council suggested a waiver on the surfacing requirements for the parking lot so the Planning Commission could reconsider the parking plan. Beavers stated the members need to look at the layout of the parking lot, including landscaping. A lengthy discussion was held regarding how the parking spaces will be marked to indicate boundaries of the individual stalls, how they plan to address stalls for bicycles, cross traffic in the parking lot, runoff and drainage, middle aisle landscaping requirements and screening requirements, and the set of waivers requested.

Motion by Kleffner, seconded by Gabel, to recommend not allowing a waiver for landscaping in the right-of-way. Roll call vote: Kleffner, yes; Gabel, yes; Pearson, yes; Iversen, yes; Brooks, yes; Fick, yes; Pfligler, yes. Absent and not voting was Baumert and Wilcox. Motion carried.

Motion by Kleffner, seconded by Pearson, to table the waiver on curbing until detailed plans are received regarding an adequate drainage plan. Roll call vote: Kleffner, yes; Pearson, yes; Iversen, yes; Brooks, yes; Fick, yes; Gabel, yes; Pfligler, yes. Absent and not voting was Baumert and Wilcox. Motion carried.

Motion by Pfligler, seconded by Fick, to recommend the waiver for Core permeable surfacing material be used for the parking lot provided a complete parking plan is submitted which includes all items, especially landscaping, drainage, elevations and parking configurations.

Motion by Kleffner, seconded by Pearson, to amend the motion to include a drainage basin, adequately sized as if the surface is nonpermeable, and drainage structures constructed as such. Roll call vote: Kleffner, yes; Pearson, yes; Pfligler, yes; Fick, yes; Gabel, yes; Iversen, yes; Brooks, yes. Absent and not voting were Baumert and Wilcox. Amendment to motion carried.

Roll call vote on original motion as amended: Pfligler, yes; Fick, yes; Pearson, yes; Iversen, yes; Brooks, yes; Gabel, yes; Kleffner, no. Absent and not voting were Baumert and Wilcox. Motion as amended carried.

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

- Four new housing permits were granted in April, and two new permits are pending for May. North Highlands and Ludvik developments are busy.
- Dirt work continues at the Wilmer Ridge site, and infrastructure work has also begun.

Miscellaneous and correspondence:

- Pearson attended the NPZA annual meeting in March and learned that the Nebraska Forestry Department has grant monies available to help communities with drainage and runoff issues. Pearson stated she informed JEO about the grant monies as they have issues with drainage behind their new building. Pearson stated that JEO intends to discuss the matter and the grant monies with the City Administrator.
- Beavers distributed packets to each member from the City Administrator regarding home-based businesses. He stated the City Administrator requested the members to review the packet carefully. The packet contains information and an article written by the City Administrator for York, NE, pertaining to restrictions and the effect they have on home-based businesses.

There were no corrections to the April 6, 2023, minutes. Motion was made by Pfligler, seconded by Iversen, to approve the minutes from the April 6, 2023, meeting. Roll call vote: Pfligler, yes; Iversen, yes; Brooks, yes; Fick, yes; Pearson, yes; Gabel, yes; Kleffner, yes. Absent and not voting were Baumert and Wilcox. Motion passed.

The meeting was adjourned at 8:45 p.m.

Approved:

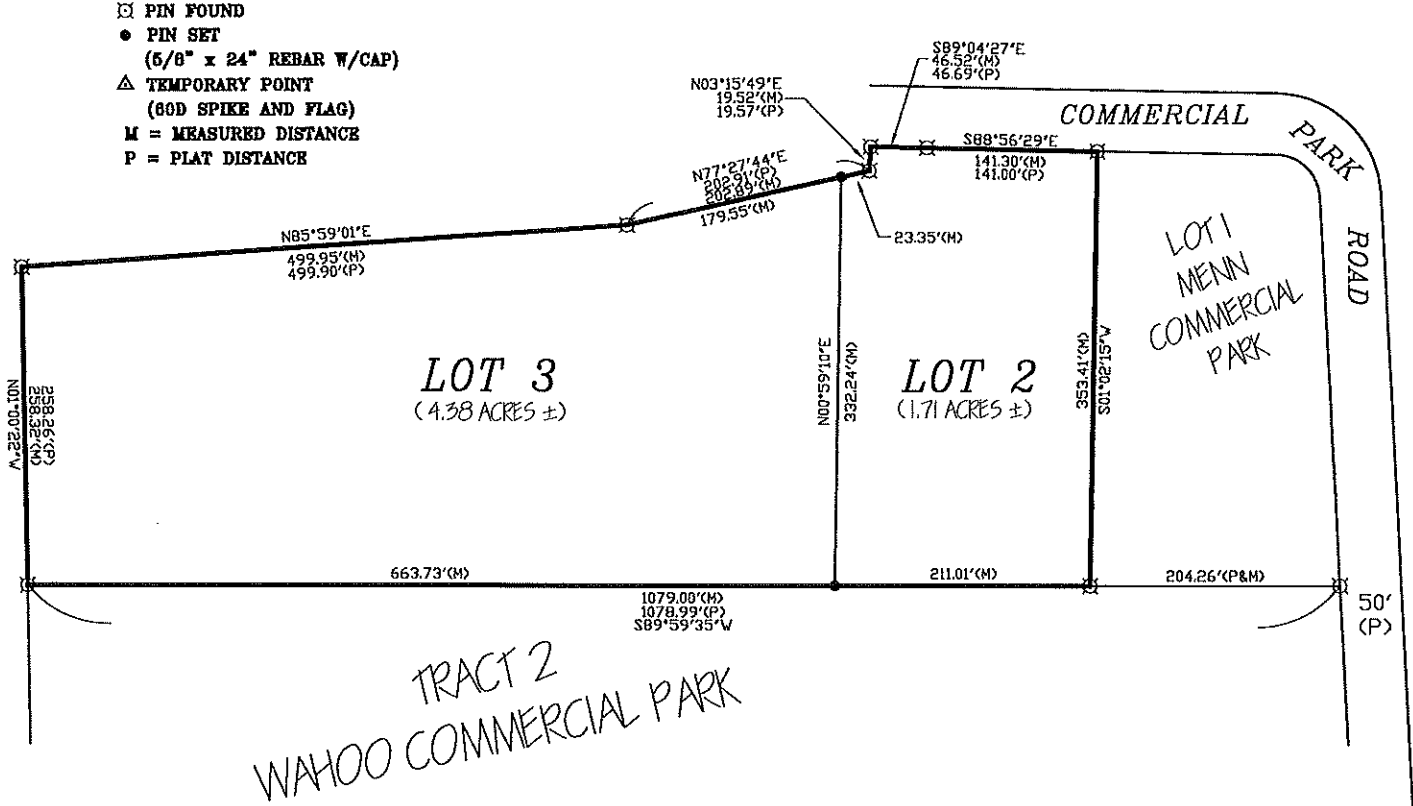
Sally Klein, Office Assistant
City of Wahoo

Public Hearing

#1

FINAL PLAT
"MENN COMMERCIAL PARK FIRST REPLAT"

A REPLAT OF LOTS 2 AND 3, MENN COMMERCIAL PARK
TO THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA.



CONSENT OF LIEN HOLDER:

WE, FIRST NORTHEAST BANK OF NEBRASKA, BEING THE LIEN HOLDER OF LOT 2, MENN COMMERCIAL PARK, IN THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, SAUNDERS COUNTY, NEBRASKA, IN DEED RECORDED BOOK 516, PAGE 348, DO HEREBY CONSENT TO THE FINAL PLAT OF MENN COMMERCIAL PARK FIRST REPLAT REFLECTED HEREIN.

FIRST NORTHEAST BANK OF NEBRASKA

NAME & TITLE DATE

ACKNOWLEDGEMENT OF NOTARY:

STATE OF NEBRASKA)
) SS.
COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF , 2023 BY

OF FIRST NORTHEAST BANK OF NEBRASKA.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED THE SUBDIVISION TO BE KNOWN AS "MENN COMMERCIAL PARK FIRST REPLAT", A REPLAT OF LOTS 2 AND 3, MENN COMMERCIAL PARK, CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA.

THIS IS A TRUE AND ACCURATE PLAT OF A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION. 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 DIMENSION ARE CHORD MEASUREMENTS AND ARE IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS DAY OF , 2023.

JEREMY A. CHARLES L.S. 618



REGISTER OF DEED RECORDING STAMP

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT HIGH VOLTAGE INDUSTRIES LLC., AND MIDWEST AGRICULTURE INTERNATIONAL LLC., BEING THE OWNERS AND PROPRIETORS OF THE REAL ESTATE DESCRIBED IN THE SURVEYORS CERTIFICATE AND EMBRACED WITHIN THIS PLAT, DO HEREBY REPLAT SAID REAL ESTATE INTO TWO LOTS AS SHOWN ON THE ATTACHED PLAT, TO BE HEREINAFTER KNOWN AS LOTS 2 AND 3, MENN COMMERCIAL PARK FIRST REPLAT. SAID DEDICATION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS THEREOF. SAID OWNERS HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY AS SHOWN ON THIS PLAT.

GRAHAM RUPE, MANAGER
HIGH VOLTAGE INDUSTRIES

TIMOTHY VERNON, MANAGER
MIDWEST AGRICULTURE INTERNATIONAL LLC.

YUYAN VERNON, MANAGER
MIDWEST AGRICULTURE INTERNATIONAL LLC.

ACKNOWLEDGE OF NOTARY:

STATE OF NEBRASKA)
) SS.
COUNTY OF SAUNDERS)

ON THIS DAY OF , 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, QUALIFIED IN SAID COUNTY, PERSONALLY CAME, GRAHAM RUPE, KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAME IS AFFIXED TO THE FOREGOING PLAT AND DEDICATION, ACKNOWLEDGE THE EXECUTION OF THE SAME TO BE THEIR VOLUNTARY ACT AND DEED. WITNESS MY HAND AND NOTORIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

ACKNOWLEDGE OF NOTARY:

STATE OF NEBRASKA)
) SS.
COUNTY OF SAUNDERS)

ON THIS DAY OF , 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, QUALIFIED IN SAID COUNTY, PERSONALLY CAME, TIMOTHY VERNON AND YUYAN VERNON, KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAME IS AFFIXED TO THE FOREGOING PLAT AND DEDICATION, ACKNOWLEDGE THE EXECUTION OF THE SAME TO BE THEIR VOLUNTARY ACT AND DEED. WITNESS MY HAND AND NOTORIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

TREASURER:

I HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO TAXES DELINQUENT ON THE LAND ENCOMPASSED BY THE OUTER BOUNDARY DESCRIPTION WHICH APPEARS ON THIS PLAT.

COUNTY TREASURER

COUNTY SURVEYOR:

I HEREBY APPROVE THE NUMBERING OF THE LOTS IN MENN COMMERCIAL PARK FIRST REPLAT, LOCATED IN THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, THIS DAY OF , 2023.

COUNTY SURVEYOR

WAHOO PLANNING COMMISSION:

THIS PLAT OF MENN COMMERCIAL PARK FIRST REPLAT WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WAHOO AT ITS MEETING ON THE DAY OF , 2023.

CHAIRPERSON

WAHOO CITY COUNCIL:

THIS PLAT OF MENN COMMERCIAL PARK FIRST REPLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WAHOO AT ITS MEETING ON THE DAY OF , 2023.

MAYOR

ATTEST: CITY CLERK

WAHOO CITY ENGINEER:

THE PLAT OF MENN COMMERCIAL PARK FIRST REPLAT WAS REVIEWED AND APPROVED BY THE WAHOO CITY ENGINEER ON THIS DAY , 2023.

WAHOO CITY ENGINEER

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

FINAL PLAT REPLAT OF LOTS 2 AND 3, MENN COMMERCIAL PARK, CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA.	scale:	1"=100'
	date:	04/17/2023
	drawn by:	CB
	field wk:	JC/KC
	sheet:	1 of 1

Public Hearing

2

FINAL PLAT
"DESTINY CAMPUS"

A REPLAT OF LOT 2, COLONY SUBDIVISION REPLAT, LOTS 1, 2 AND 6, KENNEDY COLLEGE SUBDIVISION
AND A PORTION OF VACATED OAK STREET, CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT PEOPLE OF DESTINY MINISTRIES, INC. A NEBRASKA NON-PROFIT CORPORATION, BEING THE OWNERS AND PROPRIETORS OF THE REAL ESTATE DESCRIBED IN THE SURVEYORS CERTIFICATE AND EMBRACED WITHIN THIS PLAT, DO HEREBY REPLAT SAID REAL ESTATE INTO ONE LOT AS SHOWN ON THE ATTACHED PLAT, TO BE HEREINAFTER KNOWN AS LOT 1, DESTINY CAMPUS. SAID DEDICATION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER THEREOF. SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY AS SHOWN ON THIS PLAT.

RICHARD D. VERNON
MANAGER
PEOPLE OF DESTINY MINISTRIES, INC

ACKNOWLEDGE OF NOTARY:

STATE OF NEBRASKA)
) SS.
COUNTY OF SAUNDERS)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, QUALIFIED IN SAID COUNTY, PERSONALLY CAME, RICHARD D. VERNON, KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAME IS AFFIXED TO THE FOREGOING PLAT AND DEDICATION, ACKNOWLEDGE THE EXECUTION OF THE SAME TO BE THEIR VOLUNTARY ACT AND DEED. WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

TREASURER:

I HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO TAXES DELINQUENT ON THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE WHICH APPEARS ON THIS PLAT.

COUNTY SURVEYOR:

I HEREBY APPROVE THE NUMBERING OF THE LOT IN DESTINY CAMPUS, A SUBDIVISION LOCATED IN THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, THIS 8TH DAY OF SEPTEMBER, 2022.

WAHOO PLANNING COMMISSION:

THIS PLAT OF DESTINY CAMPUS WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WAHOO AT ITS MEETING ON THE _____ DAY OF _____, 20____.

WAHOO CITY COUNCIL:

THIS PLAT OF DESTINY CAMPUS WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WAHOO AT ITS MEETING ON THE _____ DAY OF _____, 20____.

ATTEST: _____
CITY CLERK

WAHOO CITY ENGINEER:

THE PLAT OF DESTINY CAMPUS WAS REVIEWED AND APPROVED BY THE WAHOO CITY ENGINEER ON THIS _____ DAY _____, 20____.

WAHOO CITY ENGINEER

CHARLES SURVEYING LLC.

JEREMY A. CHARLES

21 N. 3RD CIRCLE

MEAD NE 68041

(402) 443-6955

FINAL PLAT

scale: 1"=100'

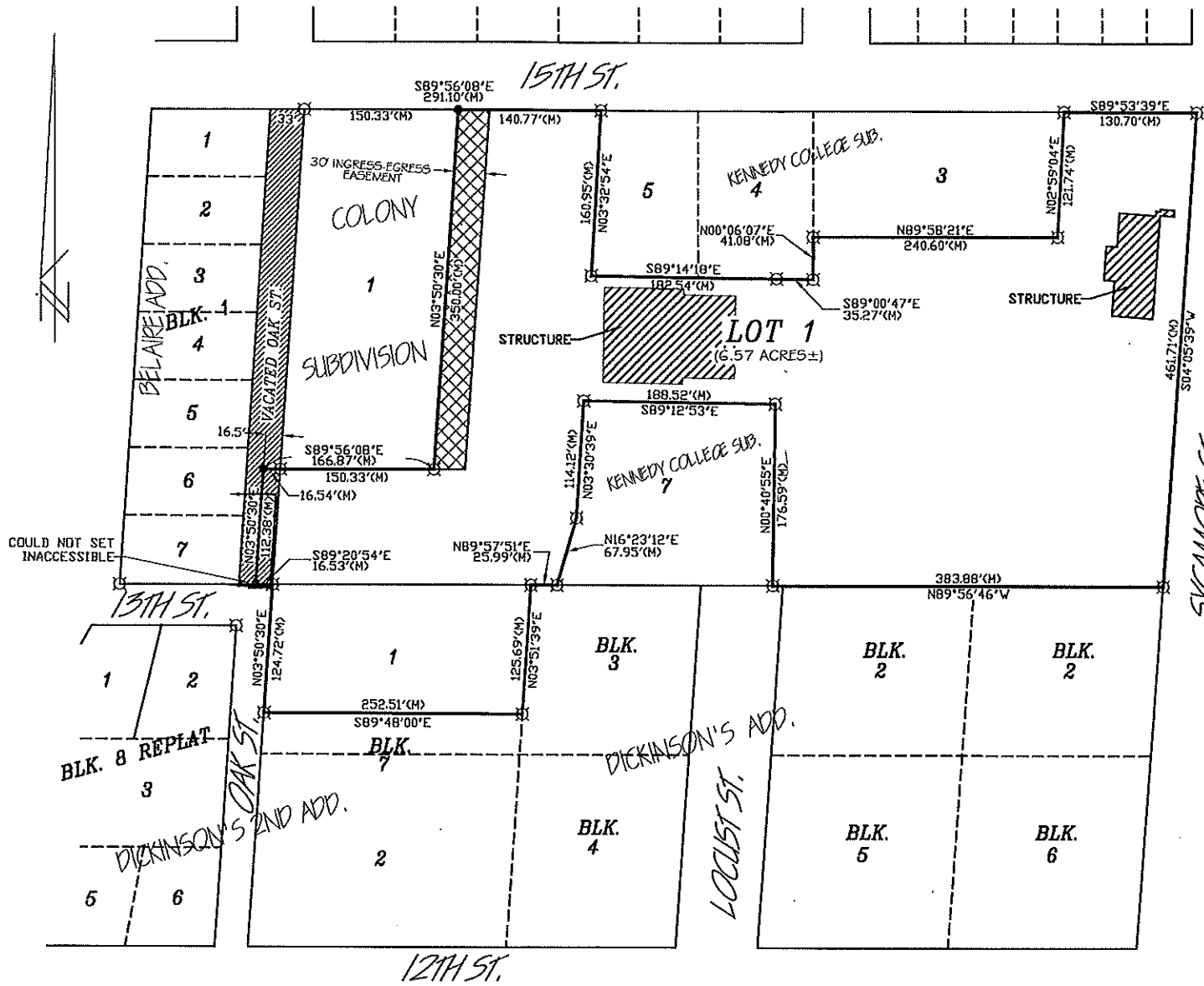
date: 05/02/2023

drawn by: JC

field w/c: JC/CB/KC

sheet: 1 of 1

A REPLAT OF LOT 2, COLONY SUB., LOT 6, KENNEDY COLLEGE SUB. AND A PORTION OF VACATED OAK ST., CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA.



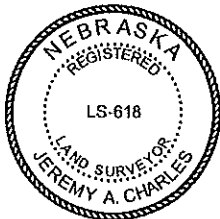
SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED THE SUBDIVISION TO BE KNOWN AS "DESTINY CAMPUS", A REPLAT OF LOT 2, COLONY SUBDIVISION REPLAT, LOTS 1, 2, AND 6, KENNEDY COLLEGE SUBDIVISION AND THE EAST HALF OF VACATED OAK STREET LYING NORTH OF THE NORTH BOUNDARY LINE OF 13TH STREET CONTIGUOUS TO LOT 2, COLONY SUBDIVISION REPLAT, ALL IN THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA.

THIS IS A TRUE AND ACCURATE PLAT OF A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION. 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 DIMENSION ARE CHORD MEASUREMENTS AND ARE IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS _____ DAY OF SEPTEMBER, 20____.

JEREMY A. CHARLES L.S. 618



REGISTER OF DEEDS STAMP

- ☒ PIN FOUND (5/8" REBAR)
- ☒ PIN SET (5/8" x 24" REBAR W/CAP)
- ☒ TEMPORARY POINT
- ☒ M = MEASURED DISTANCE

Public Hearing

#3

ORDINANCE NO. 2436

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 7.06.05 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 7.06 Sign Regulations 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 7.06, shall be amended to add the following language and that sections of said ordinance may be renumbered to accomplish such amendment and addition:

7.06.05 two signs per canopy on a corner lot or dual frontage within C-2 highway commercial zoning district

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 23 day of May 2023.

CITY OF WAHOO, NEBRASKA

By:

Gerald D. Johnson, Its Mayor

ATTEST:

Christina Fasel, Its Clerk

(SEAL)

Public Hearing

#4

NEBRASKA

Good Life. Great Service.

DEPARTMENT OF REVENUE

Nebraska Change Request

Use Form 22A for individual income tax name/address changes.

FORM

22

1 Nebraska ID Number

13767844

3 County of Business Location in Nebraska
(if applicable)

SAUNDERS

Please Do Not Write In This Space

2 Federal Employer ID Number

4 Business Classification Code

Name and Location Address

Names on your Certificate, License, or Permit

ELIZABETH SANCHEZ

111 S CHESTNUTS

Address (Number and Street)

WAHOO, NE 68066

City

State

Zip Code

Name and Mailing Address

Names on your Certificate, License, or Permit

ELIZABETH SANCHEZ

1300 A ST

Street or Other Mailing Address

LINCOLN, NE 68502

City

State

Zip Code

5 Check All Tax Programs Affected by Request:

☒ Sales Tax (01)☐ Retailer's Use Tax (02)☐ Use Tax (04)☐ Prepaid Wireless Surcharge (19)☒ Income Tax Withholding (21)☐ Fiduciary Income Tax (23)☐ Corporation Income Tax (24)☐ Financial Institution Tax (24)☐ Partnership Income Tax (25)☐ Severance and Conservation Tax (45)☐ Wholesale Cigarette Dealer (47)☐ Tobacco Products (56)☐ Unstamped Cigarette Transporter (63)☒ Waste Reduction & Recycling Fee (64)☐ Tire Fee (66)☒ Litter Fee (67)☐ Lodging Tax (68)☐ Other

Indicate Type of Action Requested by Checking Appropriate Boxes Below

If you have a change in the ownership of your business, or have obtained a different federal employer ID number, you must cancel your certificates, licenses, and permits. The new entity must file a Nebraska Tax Application, Form 20, to obtain its own certificates, licenses, and permits.

6 ☒ Cancellation

Date of Last Transaction

Month 12 Day 31 Year 2022

Location of Records

111 S CHESTNUTS WAHOO, NE 68066

7 ☐ Reinstatement

Date of Reinstatement

Month ____ Day ____ Year ____

Year the Account was
Cancelled

Location of Records

8 ☐ Change in
Filing Frequency

Returns are Presently Filed:

☐ Monthly☐ Quarterly☐ Annually

Request Permission to File Future Returns:

☐ Monthly☐ Quarterly☐ Annually

Average Annual Tax Liability

\$

Average is Based on:

☐ Estimate☐ Reported Amounts

Number of Months Used to Compute Average

9 ☐ Change in Name and Address

If you are changing the names or addresses on your certificates, licenses, or permits (for example, due to a name change, relocation, or correction, and not from a change in ownership or federal ID number), please complete the following information.

New Name and Location Address of Business

Name Doing Business As (DBA)

New Name and Mailing Address

Name

Business Legal Name

Business Address (Number and Street)

Street or Other Mailing Address

City

State

Zip Code

City

State

Zip Code

10 Is this a Nebraska location within the city limits?

(1) ☐ Yes(2) ☐ No11 ☐ Change in Officers, Members, or Partners (Attach list. See instructions.)

12 Reason for Request

sign
here

Under penalties of law, I declare that I have examined this request, and to the best of my knowledge and belief, it is correct and complete.

Signature of Owner, Partner, Member, Corporate Officer, or
Authorized Individual

Owner

Title

Date

Phone Number

Email Address

You may fax this request to 402-471-5927, or mail it to: Nebraska Department of Revenue, PO Box 98903, Lincoln, NE 68509-8903.
revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729
Retain a copy for your records.

Business Purchase AgreementPurchase Date: 03/01/23

Name of Business Being Purchased:

Adelitas Mexican Restaurant

Address of Business:

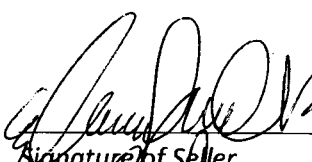
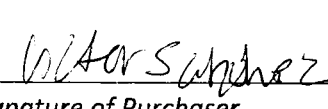
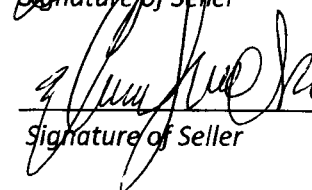
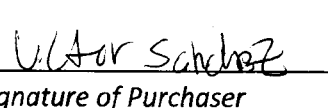
1115 Chesnut St Wahoo NE 68066

Purchaser: (LLC or NC)

Victor Sanchez

Seller (s): (LLC or INC)

Elizabeth Sanchez

	<u>4-25-2023</u>		<u>4-25-2023</u>
Signature of Seller	Date	Signature of Purchaser	Date
	<u>4-25-2023</u>		<u>4-25-2023</u>
Signature of Seller	Date	Signature of Purchaser	Date

* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED*

Temporary Operating Permit

Nebraska Liquor Control Commission

23 – 560 Class I

Issued: 5-5-2023 – Expires: 8-3-2023

VICTOR SANCHEZ RODRIGUEZ

DBA: ADELITA'S MEXICAN RESTAURANT

111 S CHESTNUT ST, WAHOO, NE 68066 SAUNDERS County

Description: ONE STORY BLDG APPROX 45 X 30



Hobert B Rupe - Executive Director
Nebraska Liquor Control Commission
301 Centennial Mall South, 1st Floor
Lincoln, NE 68509
(402) 471 – 2571



Item 1

ORDINANCE NO. 2435

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES OF THE CITY OF WAHOO, NEBRASKA, OF THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$2,450,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR A PORTION OF THE COSTS OF CONSTRUCTING IMPROVEMENTS FOR THE FOLLOWING: (I) STORM WATER SEWER DISTRICT NO. 2022-01; (II) SANITARY SEWER DISTRICT NO. 2022-01; (III) STREET IMPROVEMENT DISTRICT NO. 2022-01; AND (IV) WATER IMPROVEMENT DISTRICT NO. 2022-01; PENDING THE ISSUANCE OF PERMANENT GENERAL OBLIGATION BONDS; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE GENERAL OBLIGATION BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; FIXING CERTAIN TERMS OF THE NOTES AND AUTHORIZING THE FIXING OF OTHER TERMS OF THE NOTES; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID NOTES; AND PUBLISHING THE ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAHOO, NEBRASKA:

Section 1. The Mayor and City Council of the City of Wahoo, Nebraska (the “City”) hereby find and determine:

(a) That by an Ordinance of the City heretofore adopted, Street Improvement District No. 2022-01, (the “Street Improvement District”) has been created; that JEO, the engineers for the City, have prepared estimates for the cost of construction of certain street and related improvements in the aforesaid District; that bids have been opened and tabulated; that the City has entered into contracts for construction of the improvements; and, that there has been placed on file the City’s engineer’s estimate showing the City’s estimated costs for improvements in the Street Improvement District;

(b) That by an Ordinance of the City heretofore adopted, Water Improvement District No. 2022-01, (the “Water Improvement District”) has been created; that JEO, the engineers for the City, have prepared estimates for the cost of construction of certain water and related improvements in the aforesaid District; that bids have been opened and tabulated; that the City has entered into contracts for construction of the improvements; and, that there has been placed on file the City’s engineer’s estimate showing the City’s estimated costs for improvements in the Water Improvement District;

(c) That by a resolution of necessity of the City heretofore adopted, Storm Water Sewer District No. 2022-01, (the “Storm Water Sewer District”) has been created; for certain storm sewer and related

improvements in the Storm Water Sewer District, that JEO, the engineers for the City, have prepared estimates for the cost of construction of certain storm water sewer and related improvements in the aforesaid District; that bids have been opened and tabulated; that the City has entered into contracts for construction of the improvements; and, that there has been placed on file the City's engineer's estimate showing the City's estimated costs for improvements in the Storm Water Sewer District;

(d) That by a resolution of necessity of the City heretofore adopted, Sanitary Sewer District No. 2022-01, (the "Sanitary Sewer District" and together with the Street Improvement District, the Water Improvement District, and the Storm Water Sewer District, the "Districts") has been created; for certain sanitary sewer and related improvements in the Sanitary Sewer District, that JEO, the engineers for the City, have prepared estimates for the cost of construction of certain sanitary sewer and related improvements in the aforesaid District; that bids have been opened and tabulated; that the City has entered into contracts for construction of the improvements; and, that there has been placed on file the City's engineer's estimate showing that the City's engineer's estimate showing the City's estimated costs for improvements in the Sanitary Sewer District;

(e) that it is necessary for the City to have funds available to meet its payment obligations under the terms of contracts for the cost of the improvements to be constructed relative to the aforesaid Districts and to provide for payment of a portion of the interest accruing on the Notes authorized herein prior to their maturity, pending the completion of improvements and issuance of permanent financing pursuant to Sections 17-516, 17-520, 17-534, 17-925, 18-1801 and 18-1802, R.R.S. Neb., as amended, and other applicable Sections; that the City has authority under Section 10-137, R.R.S. Neb., as amended, to issue notes for the purpose of providing interim financing for the construction of said improvements, including a portion of the interest to accrue on such notes and the costs of issuance thereof, all as set out above; that all conditions, acts and things required by law to exist or to be done precedent to the issuance of Bond Anticipation Notes; that to provide for payments of a portion of said total costs, it is now necessary to issue Bond Anticipation Notes in the amount of not to exceed \$2,450,000, to pay a portion of the costs of the aforesaid improvements, the

costs of issuance of said notes and a portion of the interest to accrue on said notes, do exist and have been done as required by law.

Section 2. For the purpose of providing interim financing for a portion of the costs set out in Section 1 pending the issuance of permanent General Obligation Various Purpose Bonds by the City, there shall be and there are hereby ordered issued bond anticipation notes of the City of Wahoo, Nebraska, to be known as "Bond Anticipation Notes" of the aggregate principal amount of not to exceed Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000) (herein referred to as the "Notes" or the "notes"), consisting of fully registered notes numbered from 1 upwards in the order of issuance, in the denomination of \$5,000 each, or integral multiples thereof. The Notes shall bear interest at the rates per annum and become due and bear such other terms as set forth in a designation of final terms, which may be in the form of a note purchase agreement, (the "Designation") subject to and in accordance with the following:

The Mayor or City Administrator/Treasurer (each, an "Authorized Officer") may negotiate for the sale of the Notes in one or more series with an underwriting discount or placement agent fee of not more than 1.00% of the principal amount thereof (which sale price may be adjusted to take into account any original issue discount or original issue premium), with D.A. Davidson & Co. (the "Underwriter") serving as underwriter or placement agent, as determined by an Authorized Officer. In connection with and as a part of such sale or sales, an Authorized Officer shall fix (which may be done in connection with a Purchase Agreement between the City and the Underwriter or bank) (a) the series designation of such series of Notes; (b) the final maturity of such series of the Notes, which shall not be later than December 15, 2029; (c) the principal amount of such series of the Notes; provided, however that the aggregate stated principal amount of all series of Notes shall not exceed the aggregate stated amount of \$2,450,000 but may be less than that amount; (d) the rate or rates of interest to be borne by each maturity of such series of the Notes, provided that the Notes shall not bear interest at a true interest cost in excess of 4.75% per annum; (e) the date or dates upon which semiannual interest shall be payable, and the record date for the purpose of determining the owners of each series of the Notes for the payments of interest; (f) the date or dates upon which such series of the Notes will be subject to redemption at the option of the City; (g) the identity of the Paying Agent and Registrar for each series of the Notes and the form and contents of any agreement or agreements under which the Paying Agent and Registrar would serve in such respective capacities with respect to each series of the Notes; (h) whether the Notes are sold pursuant to an underwritten transaction or a direct placement with a bank; and (i) all such other terms and provisions of the Notes not otherwise fixed or established by this Ordinance.

Interest on the Notes shall be payable on such dates as shall be determined in the Designation. The principal of said notes and any interest due on said notes upon maturity or earlier call for redemption shall be payable at the office of the Paying Agent and Registrar (identified herein), upon presentation and surrender of the note

or notes when due or when called for payment prior to maturity. The payment of interest on said notes, falling due prior to maturity or call for redemption, shall be made by the Paying Agent and Registrar to the registered owners by mailing payment to the address of such registered owner or owners thereof as such address shall appear on the note register maintained by said Paying Agent and Registrar. The record date for each interest payment date (the "Record Date") shall be the fifteenth day immediately preceding the interest payment date. Payments of interest shall be mailed to the registered owner of each note as of the Record Date for each interest payment date.

Section 3. The City Treasurer, Wahoo, Nebraska, (or such other entity as may be determined in the Designation) is hereby designated as Paying Agent and Registrar for the Bond Anticipation Notes herein ordered issued and is hereby authorized to make payments of interest and principal from funds available for such purposes as provided herein as the same fall due. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Notes. The names and registered addresses of the registered owner or owners of the Notes shall at all times be recorded in such books. Any Note may be transferred pursuant to its provisions by said Paying Agent and Registrar by surrender of such Note for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by his duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new note or notes of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the notes by this ordinance, one note may be transferred for several such notes of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such notes may be transferred for one or several such notes, respectively of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a note, the surrendered note shall be canceled and destroyed. All notes issued upon transfer of the notes so surrendered shall be valid obligations of the City evidencing the same obligations as the notes surrendered and shall be entitled to all the benefits and protection of this ordinance to the same extent as the notes upon

transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any note during any period from any Record Date until its immediately following interest payment date or to transfer any note called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. Said Notes shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk and shall have the City's seal imprinted or impressed on each Note. Said Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The City and the Paying Agent and Registrar shall not be required to transfer any Note during the period from any Record Date to the next following interest payment date transfer any Note called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. Said notes shall be substantially in the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SAUNDERS
BOND ANTICIPATION NOTE
OF THE CITY OF WAHOO, NEBRASKA
SERIES 2023

No. R-1

\$

Interest Rate
%

Maturity Date
_____,
20____

Date of Original Issue
_____, 2023

CUSIP

Registered Owner: [Cede & Co.]

Principal Amount: _____ THOUSAND DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wahoo, in the County of Saunders, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above and as shown on the registration books of the City on the maturity date shown above, the principal amount shown above in lawful money of the United States of America with interest thereon from the date of original issue shown above to maturity or earlier redemption, at the rate per annum shown above, payable semiannually on _____ and _____ of each year, commencing _____, 2023. The principal of this note and any interest due upon maturity or earlier call for redemption is payable at the office of _____, as Paying Agent and Registrar, in _____, Nebraska, upon presentation and surrender of the note when due or when called for payment prior to maturity. The payment of interest hereon, falling due prior to maturity or call for redemption, shall be made by the Paying Agent and Registrar to the registered owner by mailing payment to the address of such registered owner hereof as such address shall appear on the note register maintained by said Paying Agent and Registrar.

This note is redeemable at the option of the City prior to maturity anytime on or after _____, 20____ at par and accrued interest to date fixed for redemption. Notice of call of any note for redemption prior to maturity shall be sufficient if given in writing and mailed by first class mail, postage prepaid, to the registered owner at the address shown on the note register not less than thirty days prior to the date fixed for redemption.

This note is one of an issue of notes numbered from 1 upwards in order of issuance, of the total principal amount of _____ Dollars (\$ _____) in the denomination of \$5,000 or integral multiples thereof, of even date and like tenor herewith, issued by the City of Wahoo for the purpose of providing interim financing to pay _____, to pay the cost of issuance of said notes and to pay a portion of the interest to accrue on said notes, pending the issuance of permanent general obligation bonds. The issuance of this note and the other notes of this issue has been lawfully authorized by ordinance duly passed, signed and published by the Mayor and City Council of said City in strict compliance with Section 10-137, Reissue Revised Statutes of Nebraska, 2012, and all other applicable laws.

The City agrees that the principal and interest of this note shall be payable from the proceeds of the issuance and sale of its general obligation bonds, the issuance and sale of its bond anticipation notes, or from other monies of the City lawfully available for such purposes.

The City reserves the right to issue additional Bond Anticipation Notes for the purpose of paying the balance of the costs of the projects financed in part by this issue of notes or of other improvement projects of the City, for the purpose of refunding the notes of this issue at or prior to maturity and for the purpose of paying for additional improvements for the City. The ordinance under which these notes are issued constitutes an irrevocable contract between the City and the holders of all of said notes and said contract cannot be changed or altered without the written consent of the holders of seventy-five percent (75%) in principal amount of the notes of this series then outstanding.

[AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS NOTE MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL

AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.]

[UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY NOTE ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.]

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this note did exist, did happen and were done and performed in regular and due form and time as provided by law.

IN WITNESS WHEREOF the Mayor and Council of the City of Wahoo, Nebraska, have caused this note to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

CITY OF WAHOO, NEBRASKA

Mayor

ATTEST:

City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This note is one of the notes of the issue designated therein and issued under the provisions of the ordinance authorizing said issue.

_____, NEBRASKA
Acting as Paying Agent and Registrar

(Form of Assignment)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Note on the Note Register kept by the
Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name of the Registered Owner
as it appears upon the face of the within Note in
every particular.

Medallion Signature Guarantee:

Section 6. Each of the Notes shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. Is sold pursuant to an underwritten transaction with the Underwriter, the Notes shall be issued initially as "book-entry-only" notes using the services of The Depository Trust Company (DTC), with one typewritten note certificate per maturity being issued to DTC. In such connection, said officers are authorized to execute and deliver a Letter of Representations in the form required by DTC, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon the issuance of the Notes as "book-entry-only" notes, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Note from a Bond Participant while the Notes are in book-entry form (each, a "Beneficial Owner") with respect to the following:

- (i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Notes,
- (ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption, or
- (iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Notes. The Paying Agent and Registrar shall make payments with respect to the Notes only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Notes to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Note.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Notes requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the Bond Participants and/or Beneficial Owners of the Notes and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of note certificates representing the Notes. In such event, the Paying Agent and Registrar shall issue, transfer and exchange note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all payments with respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Notes may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Notes may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accordance with the provisions of Section 2 of this ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note as is then outstanding and all of the Notes issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed note certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement Notes upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and City Clerk of such City. In case any officer whose signature or facsimile thereof shall appear on any Note shall cease to be such officer before the delivery of such Note (including any note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the City until authenticated by the Paying

Agent and Registrar. The City Treasurer shall cause the Notes to be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Notes, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter (if pursuant to an underwritten transaction) or bank (if pursuant to a direct placement), as the initial purchaser thereof, upon receipt of the purchase price as determined in the Designation, plus accrued interest thereon to date of payment for the Notes. The Underwriter shall have the right to direct the registration of the Notes and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Mayor or Clerk of the City are each individually hereby authorized to execute a Note Purchase Agreement for the sale of the Notes to the Underwriter, as initial purchaser of the Notes. D.A. Davidson & Co., and its agents, representatives and counsel (including the City's bond counsel for the Notes) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Notes, including, without limitation, authorizing the release of the Notes by the Depository at closing. The officers of the City, or any one or more of them are hereby further authorized to take any and all actions and enter into any and all agreements deemed necessary or appropriate in connection with the issuance and sale of the Notes, and any such actions previously taken are hereby ratified and confirmed.

Section 7. The proceeds of the Notes will be used to pay costs of the improvements described in Section 1 hereof, and may be used to pay costs of issuance of the Notes and a portion of interest accrued on the Notes. The City covenants and agrees that it will take all steps required to complete the improvements described in Section 1 hereof in a manner to allow it to issue and sell its Various Purpose Bonds or other bonds. The City further covenants and agrees to issue and sell its Various Purpose Bonds or other bonds in a sufficient amount and at such times as will enable it to take up and pay off the Notes herein authorized, both principal and interest, at or prior to maturity, to the extent not paid from other sources.

Section 8. The City hereby reserves the right to issue additional bond anticipation notes for the purpose of paying the balance of the cost of the projects of the City set out in Section 1 hereof, for the purpose of refunding the Notes herein ordered issued at or prior to maturity and for the purpose of paying for additional improvements for the City.

Section 9. The City Clerk shall make and certify a complete transcript of the proceedings had and done by said City precedent to the issuance of said Notes, a copy of which shall be delivered to the initial purchaser of the Notes. After being executed by the Mayor and Clerk said Notes shall be delivered to the City Treasurer who shall be responsible therefor under her official bond. The City Treasurer is authorized and directed to deliver said Notes to the purchaser upon receipt of payment of the purchase price in accordance with the contract of the City with said purchaser.

Section 10. The City hereby covenants to the purchasers and holders of the Notes, that it will make no use of the proceeds of said Notes issue, including money held in any sinking fund attributable to said Notes which would cause said Notes to be arbitrage bonds within the meaning of the Internal Revenue Code of 1986, as amended, and further covenants and agrees to take all actions necessary under current federal law to maintain the tax-exempt status (as to taxpayers generally) of interest payable on the Notes. The City hereby authorizes the Authorized Officers to designate the Notes as the City's qualified tax-exempt obligations under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended, and to covenant and warrant, on behalf of the City, that the City does not reasonably anticipate issuance of tax-exempt bonds or other obligations, not including private activity bonds (other than qualified 501(c)(3) bonds), in the aggregate principal amount of more than \$10,000,000 in calendar year 2023. The City agrees to take all further actions, if any, necessary to qualify the Notes herein authorized for such treatment if available.

Section 11. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 12. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of said conflict hereby repealed.

Section 13. The Authorized Officers (or any one or more of them) are hereby authorized to approve, deliver and deem final a Preliminary Official Statement and a final Official Statement with respect to the Notes for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 14. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Notes, a continuing disclosure undertaking in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “Rule”) in such form as determined necessary and appropriate by such Authorized Officer (the “Continuing Disclosure Undertaking”) and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Note (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section, and under the Continuing Disclosure Undertaking.

Section 15. All documents, agreements, certificates, and instruments related to the Notes shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Notes may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 16. This Ordinance shall be published in pamphlet or electronic form as provided by law. This Ordinance shall take effect immediately upon its publication in pamphlet form.

PASSED AND APPROVED this ____ day of May, 2023.

City Clerk

[SEAL]

Mayor

I, the undersigned City Clerk for the City of Wahoo, Nebraska, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council on May __, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; kept continually current, was available for public inspection at the office of that such subjects were contained in said agenda for at least 24 hours prior to said meeting; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held; that at least one copy of all ordinances or other reproducible materials discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

City Clerk

[SEAL]

NOTICE OF PUBLICATION

OF ORDINANCE NO. 2435

IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of Wahoo, Nebraska, held at 7:00 o'clock p.m. on May 23, 2023, there was passed and adopted Ordinance No.2435 entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES OF THE CITY OF WAHOO, NEBRASKA, OF THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$2,450,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR A PORTION OF THE COSTS OF CONSTRUCTING IMPROVEMENTS FOR THE FOLLOWING: (I) STORM WATER SEWER DISTRICT NO. 2022-01; (II) SANITARY SEWER DISTRICT NO. 2022-01; (III) STREET IMPROVEMENT DISTRICT NO. 2022-01; AND (IV) WATER IMPROVEMENT DISTRICT NO. 2022-01; PENDING THE ISSUANCE OF PERMANENT GENERAL OBLIGATION BONDS; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE GENERAL OBLIGATION BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; FIXING CERTAIN TERMS OF THE NOTES AND AUTHORIZING THE FIXING OF OTHER TERMS OF THE NOTES; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID NOTES; AND PUBLISHING THE ORDINANCE.

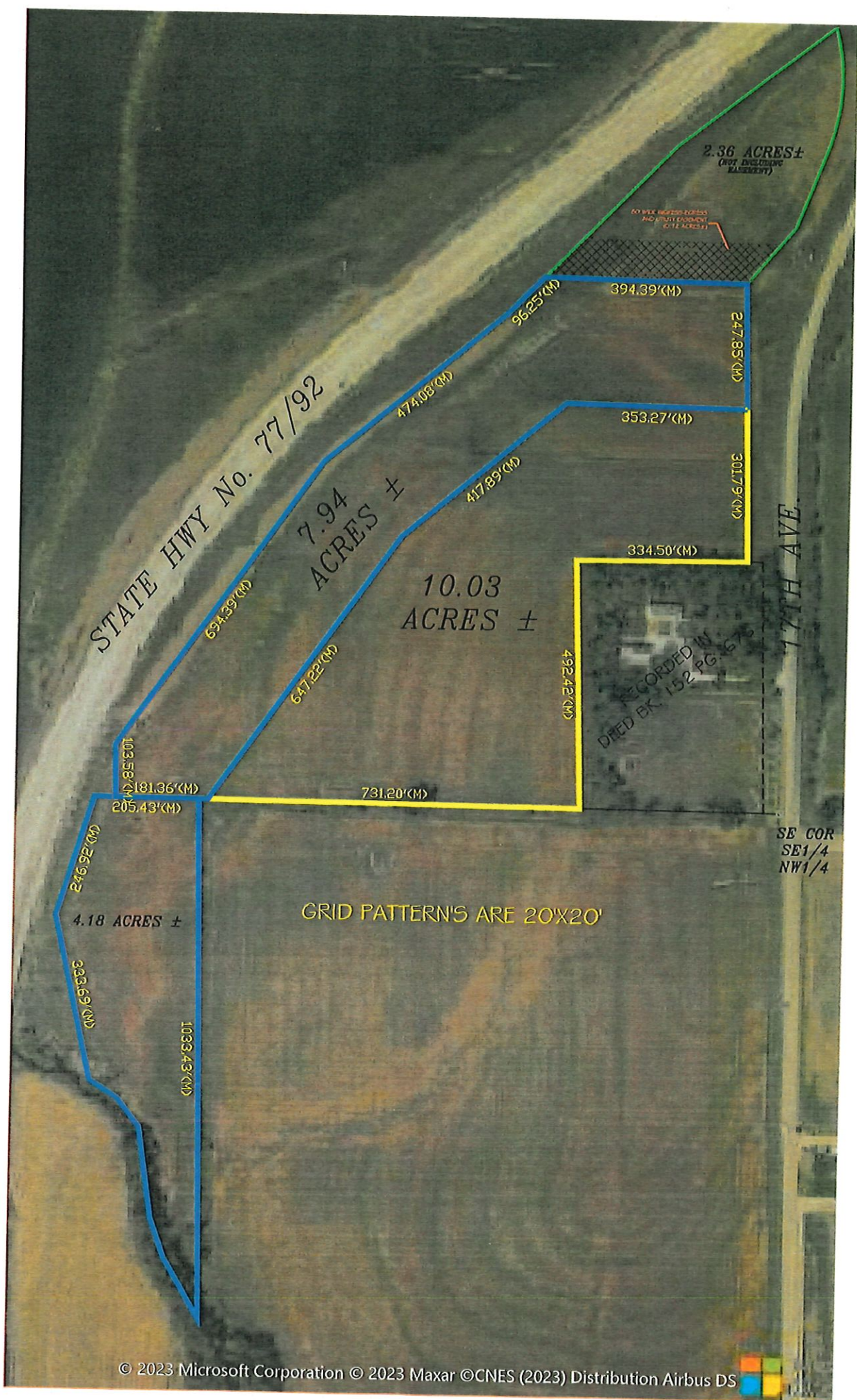
Said Ordinance was published in pamphlet form. Copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk, in the City of Wahoo, Nebraska.

City Clerk

[SEAL]

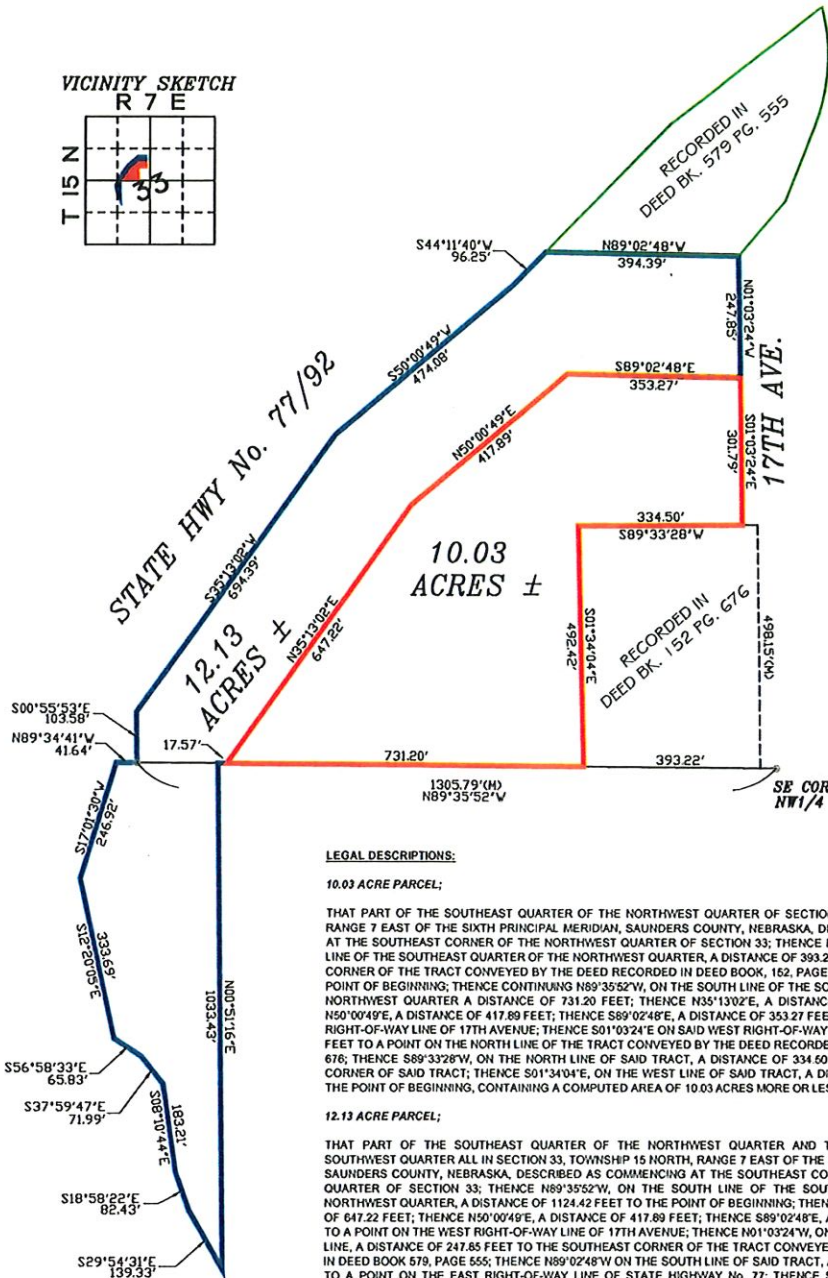
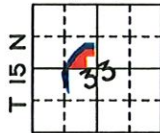
Publish One Time: _____, 2023

Item 2



VICINITY SKETCH

R 7 E



LEGAL DESCRIPTIONS:

10.03 ACRE PARCEL;

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 33; THENCE N89°35'52\"/>

12.13 ACRE PARCEL;

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER ALL IN SECTION 33, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 33; THENCE N89°35'52\"/>

NOTE:

THESE LEGALS WERE WRITTEN ON BEHALF OF ROGER HARDERS FROM A CAD DRAWING PRODUCED BY A COMPILATION OF PREVIOUS SURVEYS COMPLETED. NO SURVEY OR FIELD WORK WAS DONE AT THIS TIME ON THE ABOVE TRACTS.

CHARLES SURVEYING LLC.

JEREMY A. CHARLES

21 N. 3RD CIRCLE

MEAD NE 68041

(402) 443-6955

LEGALS

PT. SE1/4 NW1/4 & N1/2 SW1/4 SEC. 33 T15N R7E
OF THE 6TH P.M., SAUNDERS COUNTY, NEBRASKA.

scale:	1"=300'
date:	05/15/2023
drawn by:	JC
field wk:	NONE
sheet:	1 of 1

Item 3

RESOLUTION

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEBRASKA FOR PROJECT NO.

_____.

Be it resolved by the City Council or Chairman of the Board of the City, Village or County of _____, Nebraska, that:

1. The City Village or County shall enter into a Agency Agreement with the Nebraska Department of Transportation for Project No. _____ for the purpose of highway improvements on Highway _____ within the corporate limits of the City/Village of _____ or County.
2. The City Council of the City _____ Chairman of the Board a is hereby authorized and directed to execute said agreement on behalf of the City/Village of _____, or County of _____ and the City/Village Clerk or County Clerk is authorized to attest said execution.
3. This resolution will be marked Exhibit “_” and a copy attached to each Original Agreement.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Mayor /Chairman of the Board

City/Village Clerk County Clerk

Item 4

MUNICIPALITY AGREEMENT
STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF WAHOO
PROJECT NO. MISC-77-6(1080)
CONTROL NO. 13502
WAHOO INTERSECTION

THIS AGREEMENT is between City of Wahoo, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State intends to reconstruct the existing intersection of US-77 and N-109 in Saunders County, northeast of Wahoo, with a roundabout. The project was developed under the designation of Project No. MISC-77-6(1080) as shown on Exhibit "A".

WHEREAS, this Agreement is related to the portion of the project on US Highway 77, N-109, and Old Highway US-77 (East 12th Street) located within Municipality's corporate limits. Old Highway US-77 is no longer on the State Highway System. The funds administered by State will be made available for the construction of this project; and

WHEREAS, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

WHEREAS, after State has accepted the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps and drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4); and

WHEREAS, City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council dated the _____ day of _____, 2023, attached as Exhibit "C", and incorporated herein by this reference; and

WHEREAS, the project work within the corporate limits is described below in Section 2.

Project No. MISC-77-6(1080)
Control No. 13502
City of Wahoo

Page 1 of 11

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 Effective Date** -This Agreement is effective immediately on the date it is fully executed by the Parties.
- 1.2 Renewal, Extension or Amendment** -This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 Identifying Date** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 Duration** - This Agreement will remain in full force and effect for future responsibilities of Municipality described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.
- 1.5 Termination** - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS

- 2.1** The Parties agree State will develop plans and specifications and cause the project to be constructed at the location shown on Exhibit "A", attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. Generally, the improvements to be constructed within the corporate limits are shown in Exhibit "B", attached and incorporated herein by this reference, and as described below:
 - 2.1.1** Reconstruction of US-77, N-109, and Old Highway US-77 (East 12th Street) intersection with a roundabout.
 - 2.1.2** New pavement, grading, pavement work, storm sewer, signing and striping. This includes the south leg of the intersection, Old Highway US-77 (East 12th Street) which maintained by the Municipality.
 - 2.1.3** The existing lighting will be modified, and new lighting will be constructed to illuminate the intersection.

SECTION 3. STATE RESPONSIBILITIES

State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will coordinate the development of the plans and specifications with Municipality. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.
- 3.2 Acquire all property rights for Right of Way (ROW) for the project that will not be acquired by Municipality.
- 3.3 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.4 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project within Municipality's corporate limit. State will notify the Municipality of any contractor change orders-supplemental agreements that increase Municipality's cost.
- 3.5 Reimburse, when applicable, Municipality for the nonbetterment relocation of municipally owned utility facilities as provided in SECTION 10. UTILITY RELOCATION WORK.

SECTION 4. MUNICIPALITY RESPONSIBILITIES

Municipality shall, with respect to the portion of the project within its corporate limits, and at no cost to State:

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.
- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality approval or Municipality issuing a building permit for the site.
- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality

also agrees to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.

- 4.4 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.
- 4.5 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.6 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.
- 4.7 Amend ordinances, as necessary, to establish pavement or ground elevations shown in the plans when proposed construction involves a change in elevations established by a pre-existing ordinance.
- 4.8 If the Municipality procures consultant services for preliminary engineering and construction engineering for non-betterment rehabilitation of municipally owned and operated utilities by the Municipality, the Municipality agrees to comply with Chapter 4 of the "Nebraska Department of Transportation LPA Guidelines Manual for Federal-Aid Projects".
- 4.9 After State has accepted the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps storm drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4).
- 4.10 Establish, enforce, and continue in effect an ordinance for the following conditions or restrictions within the project limits.

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project. It is anticipated that the project will be in the November 2023 letting with construction beginning in 2024. Once the project is awarded, the construction schedule will be developed and provided to the City.

SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY

- 6.1 Encroachments: Municipality and State will cooperate to cause the removal of encroachments from public ROW, or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project.
- 6.2 Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW, to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires work on the state highway right of way unless State has given advanced written approval of the proposed plans.
- 6.3 Special Assessments: Municipality shall not use special assessments to defray Municipality's costs under this Agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

SECTION 7. ROADWAY LIGHTING SYSTEM

- 7.1 Ownership: The project roadway lighting system is the property of State.
- 7.2 Electrical Energy: Municipality shall, without any cost to State, provide and pay for the electrical energy for all the luminaires of the roadway lighting system which may be constructed as a part of this project, including the electrical energy which may be required during the construction period of the project for lamp stabilization, luminaire adjustment, and system testing. Municipality shall provide electrical energy to maintain a uniform and constant light level for dusk-to-dawn lighting.
- 7.3 Repair and Maintenance Responsibilities: Municipality shall be responsible for the inspection, maintenance, and repair of the roadway lighting system, at Municipality's cost. Municipality's duties shall include, but are not limited to, the following:

- repair or replacement of all defective and burned out lamps;
 - routine cleaning of luminaires; and
 - repair or replacement of any part of the roadway lighting system.
- 7.4 Right to Recoup Costs: Municipality shall be responsible for collecting from the responsible party all Municipality's costs for repairing damage to the lighting system.
- 7.5 Specifications and Standards: Municipality agrees that repair or replacement parts furnished by Municipality in the maintenance or repair of the roadway lighting system shall comply with State specifications and standards.
- 7.6 Modifications: Municipality shall not make, or allow to be made, modifications to the roadway lighting systems without the written consent of State.

SECTION 8. TRAFFIC SIGNAL EQUIPMENT

This section has intentionally been left blank

SECTION 9. PERMISSION TO USE STATE RIGHT OF WAY

State hereby grants to Municipality permission to use the State ROW in the vicinity where roadway lighting system will be constructed, for ingress and egress for the purpose of operating, inspecting, repairing and maintaining the roadway lighting system in accordance with this Agreement. Municipality further agrees to comply with SECTION 12. TRAFFIC CONTROL

SECTION 10. UTILITY RELOCATION WORK

10.1 Overview

The Parties understand that existing Municipality and non-Municipality owned utility facilities may conflict with State's project. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

10.2 State Highway Right-of-Way

Municipality shall obtain a permit from the State for utility relocation work that occupies State Highway ROW.

SECTION 11. MUNICIPALITY'S FINANCIAL RESPONSIBILITIES

State will construct the highway improvements, as described in Section 2, at no cost to Municipality. Municipality shall bear its own costs in performing its duties under this Agreement.

SECTION 12. PROJECT TEMPORARY TRAFFIC CONTROL

- 12.1 All temporary traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.
- 12.2 If Municipality is to perform or contract for any work on the state highway within the project limits, Municipality will develop a traffic control plan related to that work. The plan will be provided to State's Project Manager for review and acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its accepted traffic control plan.
- 12.3 Municipality's work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. Municipality shall use caution when working in State ROW.

SECTION 13. PLANS AND SPECIFICATIONS

The plans and specifications for this project will be on file in the Lincoln central headquarters office of the Nebraska Department of Transportation.

SECTION 14. PROJECT SCHEDULE ADJUSTMENTS AND TERMINATION

- 14.1 The planning, environmental, design and obtaining necessary funding for this project may be a complicated and time-consuming process. Project schedule adjustments should be expected.
- 14.2 State has the sole discretion to adjust the schedule in completing of the work in part or in whole and such action on its part will in no event be deemed a breach of this Agreement by State. State will provide Municipality with updates to the project schedule and, when Municipality is sharing in the project costs or has included additional work with State's project, State will discuss in detail adjustments made to the project schedule.
- 14.3 State has the sole discretion to terminate this Agreement for any reason, and such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such termination.

SECTION 15. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

- 16.1 **Policy:** Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
- 16.2 **Disadvantaged Business Enterprises Obligation:** Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Municipality shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Municipality shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.
- Municipality acting as a sub-recipient of Federal-aid funds on this project agrees to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.
- Failure of Municipality to carry out the requirements set forth above on any work performed by Municipality shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the Agreement or contract by State or such remedy as State deems appropriate.

SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Municipality, for itself, its assignees and successors in interest agrees as follows:

- 17.1 **Compliance with Regulations:** The Municipality shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 17.2 **Nondiscrimination:** The Municipality, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of

race, color, sex, age, religion, disability or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Municipality shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the Municipality for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Municipality of the Municipality's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, religion, disability or national origin.

17.4 Information and Reports: The Municipality shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Municipality shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 Sanctions for Noncompliance: In the event of the Municipality's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to the Municipality under this Agreement until the Municipality complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

17.6 Incorporation of Provisions: The Municipality shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Municipality shall take such action with respect to any subcontract

or procurement as State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Municipality may request State to enter into such litigation to protect the interests of State, and in addition, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 18. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the arrangement between the Parties, and supersedes all proposals, oral or written, and all other communications between the Parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto. The terms of existing written agreements between the Parties remain in effect, unless expressly modified herein, or when the context of this Agreement clearly requires otherwise.

SECTION 19. SEVERABILITY

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a waiver or a subsequent breach of the same by the other party.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this _____ day of _____, 2023.

WITNESS:

CITY OF WAHOO

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 2023.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Mick Sylso, P.E.

State Roadway Design Engineer

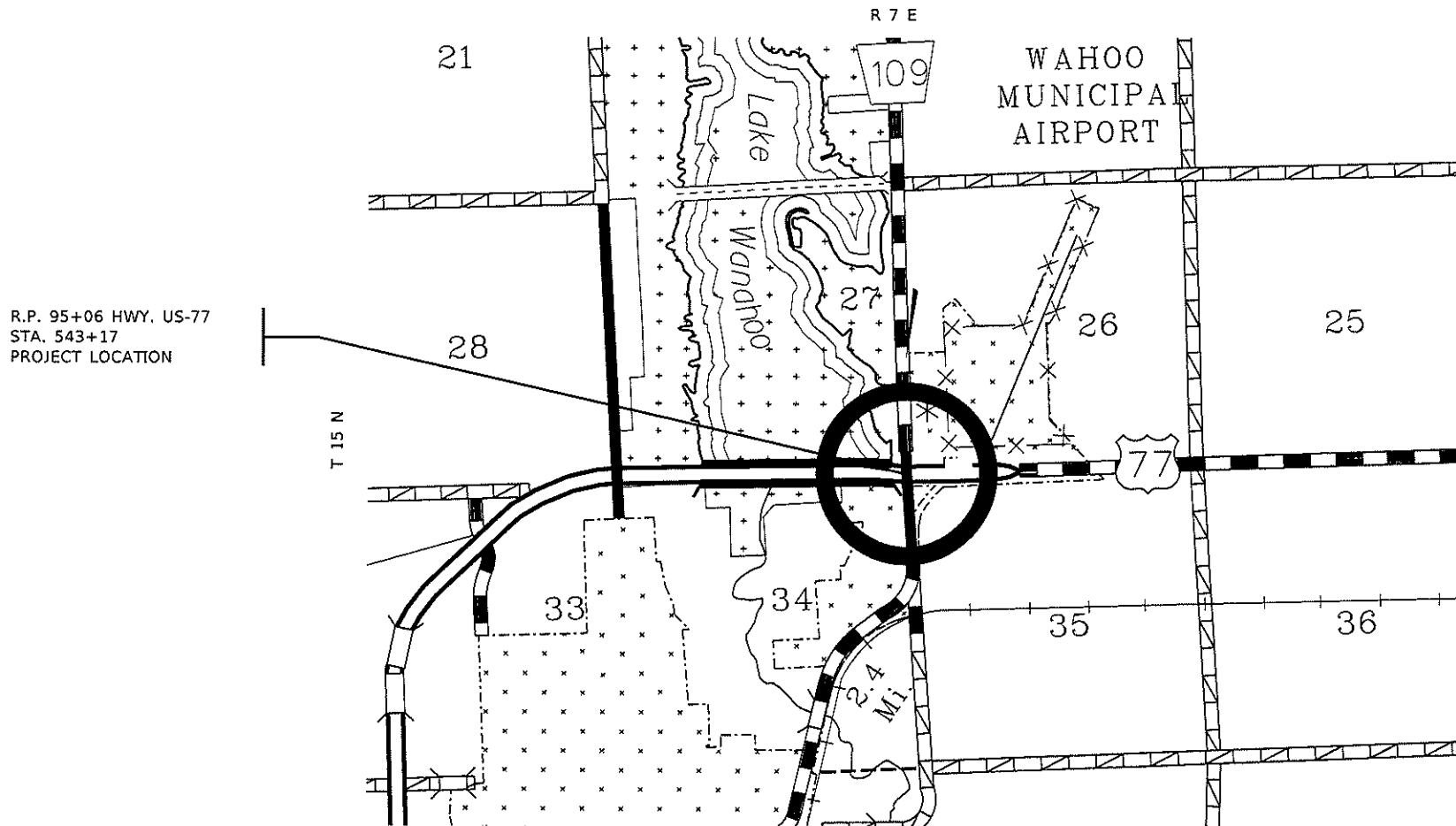
RECOMMENDED:
Tom Goodbarn, P.E.



District 1 Engineer Date

WAHOO INTERSECTION

SAUNDERS COUNTY



Location Map
Exhibit "A"

Item 5

RESOLUTION NO. 2023-10

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 the above described personal property is less 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 23th day of May 2023

CITY OF WAHOO, NEBRASKA

By: _____

Gerald Johnson, Its Mayor

ATTEST:

Christina Fasel, Clerk

Exhibit "A"
To Resolution No. 2023-10

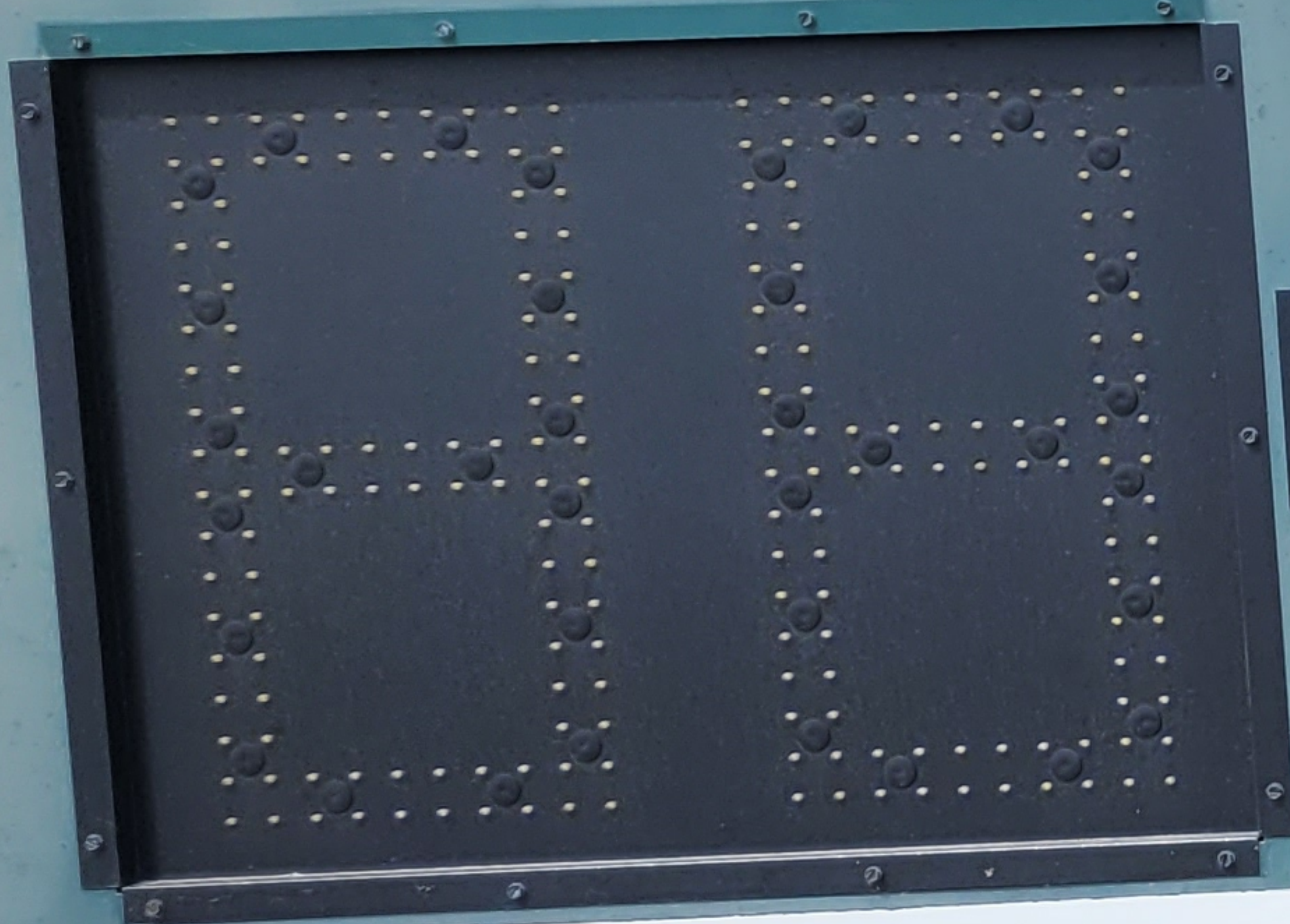
Items to be declared as surplus:

<u>Description</u>	<u>Department</u>	<u>Estimated Value</u>
2 Fair Play Scoreboards with controllers Model #BA-7209-2	Parks and Recreation	\$100 each

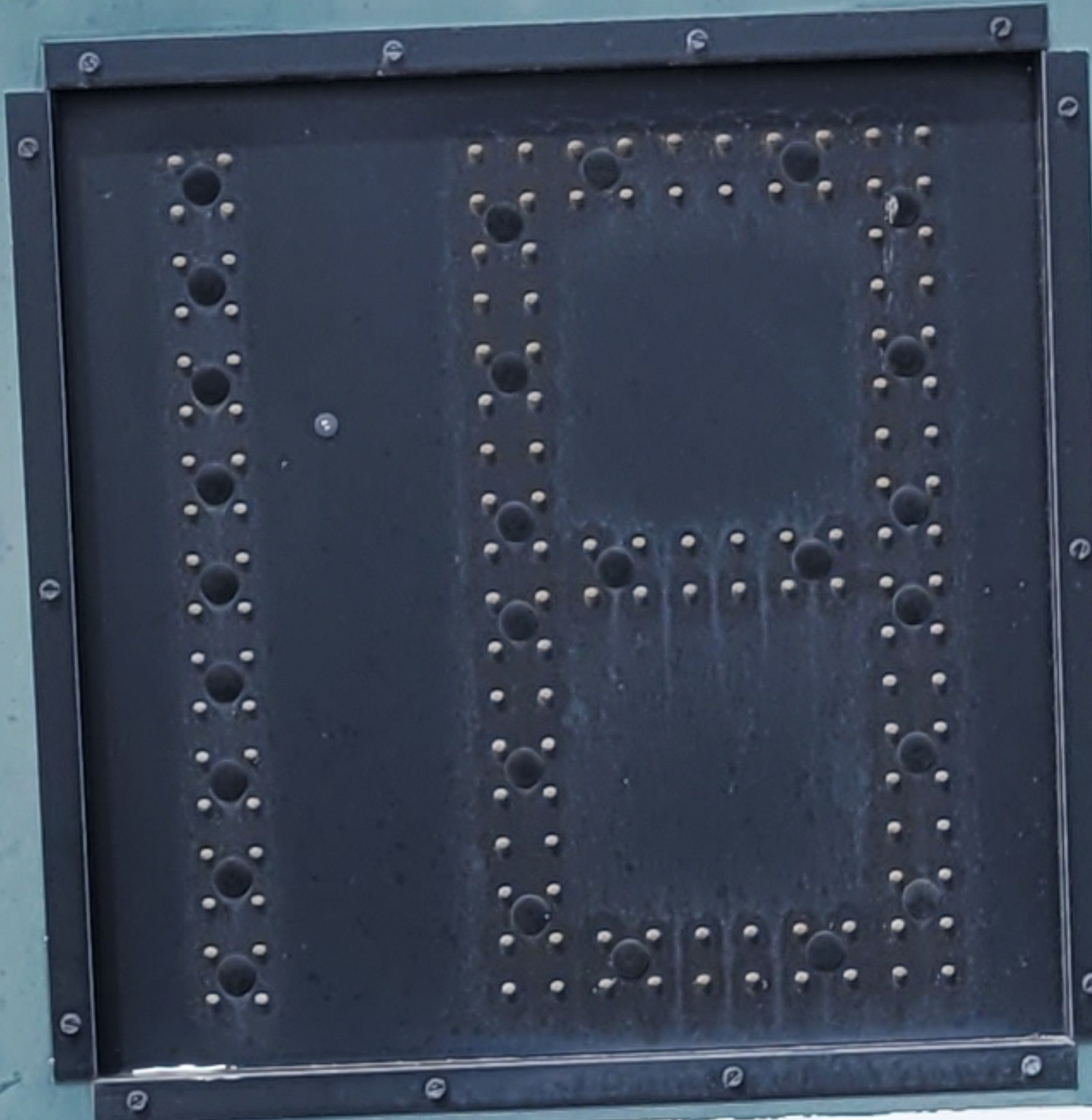
VISITOR

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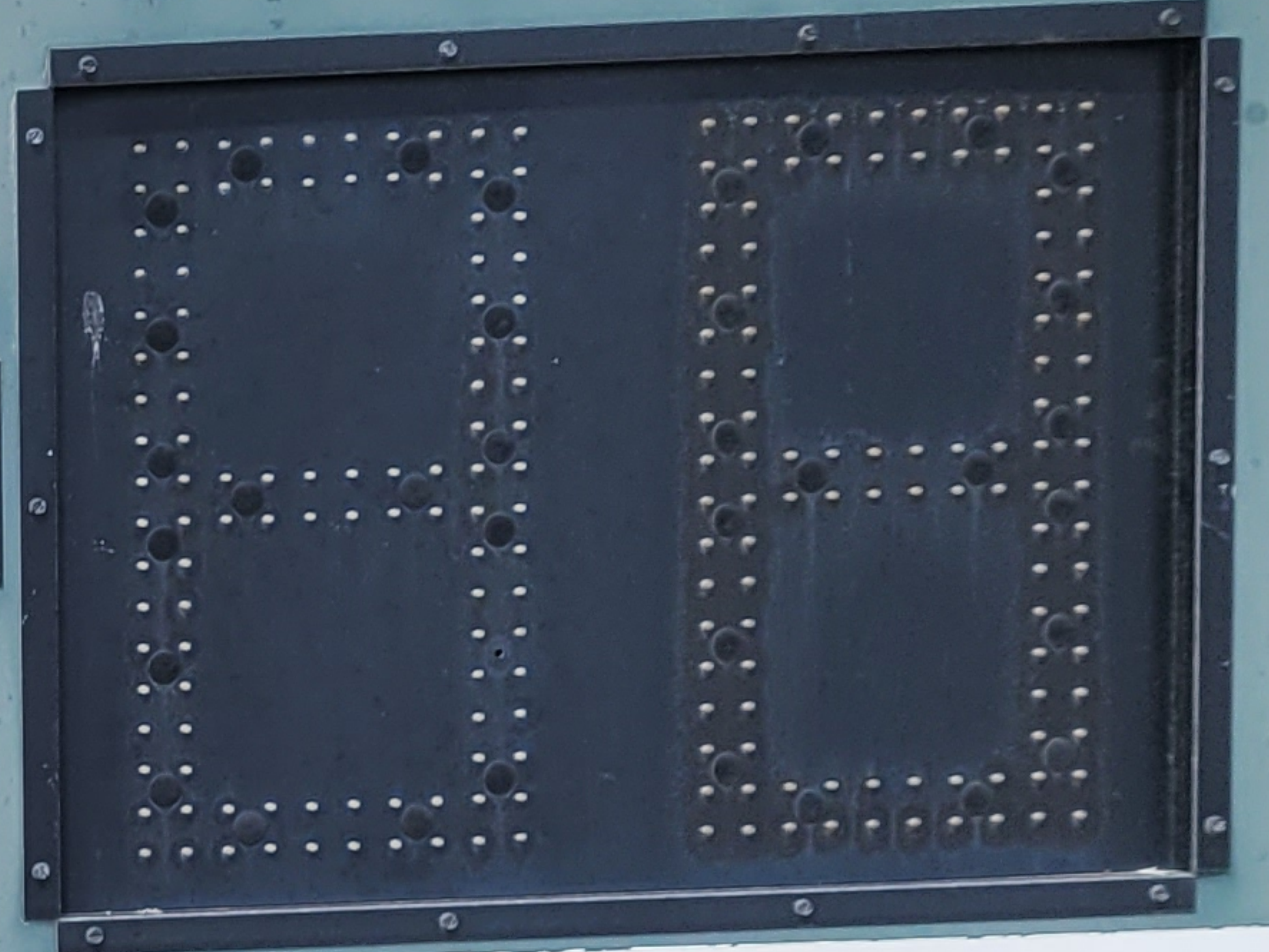
HOME



H



E



BALL



STRIKE

FAIR-PLAY
by TRANSLUX



OUT

