

# **WAHOO CITY COUNCIL AGENDA**

**Tuesday June 27, 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 the minutes of the June 13, 2023, city council meeting
3. Acceptance of the minutes of the June 13, 2023, library board meeting
4. Acceptance of the minutes of the June 1, 2023, meeting of the planning commission
5. Approval of Mayors appointment of Jayson Iverson, Glen Wilcox, and Tracy Pfligler to the Planning Commission
6. Approval of Mayors appointment of Mark Sutton to the Board of Adjustments

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

## **Old business**

## **Tabled business**

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

1. First Reading of Ordinance No 2437 annexation of Water Tower site.
2. Amendment to agreement with Olsson to provide construction management services of SWPPP inspection and reporting for Wilmer Ridge Subdivision
3. Approval of amendment of purchase power agreement with Sol Systems.
4. Approval of interlocal agreement with the village of Weston for distribution of services.
5. Closed session regarding lawsuit filed against the City of Wahoo by Tim Nordstrom.

## **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. July 11, 2023 (agenda deadline = 5:00pm July 6, 2023)
2. July 25, 2023 (agenda deadline = 5:00pm July 20, 2023)
3. Aug 8, 2023 (agenda deadline = 5:00pm Aug 4, 2023)

# Consent Agenda

The Council met in regular session in the Wahoo Public Library, 637 N Maple, in compliance with the agenda posted at City Hall, Post Office and First Bank of Nebraska, and the City of Wahoo website, with each Council member being notified of the agenda prior to the meeting. The meeting was called to order by Mayor Gerald D. Johnson at 7:00 p.m. and opened with the Pledge of Allegiance. The public was informed of the location of posting of the Open Meetings Law. Roll call was taken with the following Council members present: Stuart Krejci, Chris Rappl, Patrick Nagle, Shane Sweet Carl Warford and Ryan Ideus. Council Members absent: None.

Council Member Krejci motioned and Council Member Ideus seconded to approve the consent agenda which included, Approval of minutes of the May 23, 2023, city council meeting, Acceptance of minutes of the May 9, 2023, meeting of the library board, Approval of Collin Burmeister as a volunteer fire fighter, Approval of Mayors appointment of Merry Fenton and Dave Privett to the Library Board, Approval of Pay App #1 to K2 construction for Wilmer Ridge subdivision in the amount of \$385,469.09. Roll call vote Krejci, yes; Ideus, yes; Sweet, yes; Warford, yes; Rappl, yes; and Nagle, yes. Motion carried.

A Public hearing regarding the resolution of Necessity got storm and sanitary improvement districts was opened at 7:05pm. There were no comments from the public. Council Member Warford motioned, and Council Member Rappl seconded to close the public hearing at 7:06pm. Roll call vote Warford, yes; Rappl, yes; Krejci, yes; Nagle, yes; Ideus, yes; and Sweet, yes. Motion carried.

Council Member Warford motioned, and Council Member Krejci seconded to approve resolution No 2022-22.

### **RESOLUTION NO. 2022-22**

#### **RESOLUTION OF NECESSITY**

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

1. The Mayor and Council hereby find and determine that it is necessary and advisable to construct additions and improvements to the City's Storm Water Sewer System (Storm Water Sewer District No. 2022-01) consisting of the following:

Installation of reinforced concrete storm sewer pipe ranging from 36" to 15" (inch) diameter, with inlets, utility adjustments, manholes, site grading, and surface restoration and such other appurtenant improvements as necessary in Wilmer Ridge Subdivision in the City of Wahoo, Nebraska

2. The Mayor and Council hereby find and determine that it is necessary and advisable to construct additions and improvements to the City's Sanitary Sewer System (Sanitary Sewer District No. 2022-01) consisting of the following:

Installation of an 8" (inch) PVC SDR26 solid wall sanitary sewer main, 6" (inch) PVC SDR26 solid wall sanitary sewer service lines, providing service connections to all lots, with manholes, site grading, and surface restoration and such other appurtenant

improvements as necessary in Wilmer Ridge Subdivision in the City of Wahoo, Nebraska.

3. The outer boundaries of Storm Water Sewer District No. 2022-01 and Sanitary Sewer District No. 2022-01 are as follows:

ALL OF WILMER RIDGE SUBDIVISION A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 34, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE S03°34'44"E (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF CHESTNUT TOWNHOME NEIGHBORHOOD; THENCE N86°48'48"E ON THE NORTH LINE OF SAID CHESTNUT TOWNHOME NEIGHBORHOOD, PARALLEL WITH AND 20.00 FEET DISTANT FROM THE NORTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 365.03 FEET TO THE NORTHEAST CORNER OF SAID CHESTNUT TOWNHOME NEIGHBORHOOD; THENCE S03°33'22"E ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 2022-04288, A DISTANCE OF 993.35 FEET TO THE SOUTHEAST CORNER OF CHESTNUT NEIGHBORHOOD NORTH; THENCE S03°35'05"E CONTINUING ON SAID WEST LINE, A DISTANCE OF 299.61 FEET TO THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE N87°14'32"E ON SAID SOUTH LINES, A DISTANCE OF 709.95 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTHERLY ON THE EASTERLY LINE OF SAID TRACT, THE FOLLOWING FIVE COURSES: N03°33'28"W, 1318.43 FEET; N86°46'20"E, 172.61 FEET; N28°36'45"W, 349.78 FEET; N15°44'08"W, 126.87 FEET; THENCE S86°21'33"W, A DISTANCE OF 1013.28 FEET TO THE WEST LINE SAID TRACT; THENCE S03°37'43"E ON SAID WEST LINE, A DISTANCE OF 432.01 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE S86°48'48"W ON SAID NORTH LINE, 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 32.51 ACRES, MORE OR LESS

4. The size, kind and location and terminal points of storm sewer system proposed to be constructed as a part of said additions and improvements is as follows:

IMPROVEMENTS COMPRISED OF MULTIPLE SYSTEM SECTIONS, TERMINATED AND OUTLETING IN A SERIES OF BASIN LOCATED IN OUTLOTS "A", "B", AND "C" OF WILMER RIDGE SUBDIVISION. SAID STORM SEWER MAINS SHALL CONSIST OF REINFORCED CONCRETE SEWER PIPE WITH DIAMETERS FROM 36 TO 15 INCHES AS APPROPRIATE, TOGETHER WITH STORM SEWER INLETS AND OTHER NECESSARY APPURTENANT IMPROVEMENTS

5. The size, kind and location and terminal points of sanitary sewer system proposed to be constructed as part of said addition and improvements is as follows:

INSTALLATION OF AN 8" (INCH) PVC SDR26 SOLID WALL SANITARY SEWER MAIN, 6" (INCH) PVC SDR26 SOLID WALL SANITARY SEWER SERVICE LINES, PROVIDING SERVICE CONNECTIONS TO ALL 73 LOTS, WITH MANHOLES, SITE GRADING, AND SURFACE RESTORATION AND SUCH OTHER APPURTENANT IMPROVEMENTS AS NECESSARY.

6. Reference is hereby made to the plans and specifications for said additions and improvements which have been reviewed and approved by JEO Consulting Group, Special Engineers for the City who has been employed for such purpose, and which, together with said Engineer's estimate of total cost for said additions and improvements have been filed with the City Clerk prior to the publication of this Resolution.

7. The Engineer's estimate of total cost for the proposed improvements for said Districts is as follows:

SANITARY SEWER IMPROVEMENT DISTRICT NO. 2022-01	\$570,000
.00 STORM WATER IMPROVEMENT DISTRICT NO. 2022-01	\$300,000
.00	

8. It is hereby found and determined that the Storm Water Sewer Improvements and Sanitary Sewer Improvements constitute improvements of benefit to all properties located in Wilmer Ridge Subdivision to the City of Wahoo, and said improvements shall be made at public cost, but special assessments shall be levied against all property benefited thereby. Said storm sewer and sanitary sewer improvements shall be financed by the issuance of the City's General Obligation Sewer Bonds issued pursuant to Neb. Rev. Stat. § 17-925.

9. There being no petition filed in opposition to this resolution as provided by Neb. Rev. Stat. §17-916, the Mayor and City Council hereby orders the making of the improvements described herein.

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

Council Member Warford motioned, and Council Member Nagle seconded to approve Resolution No 2023-09 adopting and approving the section of an agreement with the Dept of Transportation for the 77/109 roundabout project.

#### **Resolution 2023-09**

RESOLUTION SDOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEBRASKA FOR PROJECT NO. MISC-77-6(1080)

Be it resolved by the City Council of the City of Wahoo, Nebraska that:

1. The City shall enter into an Agency Agreement with the Nebraska Department of Transportation for Project No. MISC-77-6(1080) for the purpose of highway improvements at the intersection of US-77 and N-109 within the Corporate limits of the City of Wahoo.

2. The Mayor of the City of Wahoo is hereby authorized and directed to execute said agreement on behalf of the City of Wahoo and the City Clerk is authorized to attest said execution.
3. This resolution will be marked Exhibit "C" and a copy attached to each original agreement.

Passed and approved this 13<sup>th</sup> day of June, 2023.

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

Council Member Krejci motioned, and Council Member Ideus seconded to approve the waiver of separate submittals for Robert's 3<sup>rd</sup> addition replat. Roll call vote Krejci, yes; Ideus, yes; Sweet, yes; Warford, yes; Rappl, yes; and Nagle, yes. Motion carried.

Council Member Sweet motioned and Council Member Krejci seconded to approve the request for subdivision signage in the Right of Way for County Club Acres. Roll call vote Sweet, yes; Krejci, yes; Ideus, yes; Warford, yes; Rappl, abstain; and Nagle, yes. Motion carried.

Council Member Warford motioned and Council Member Sweet seconded to approve the alignment of frontages for 1127 N Locust Street. Roll call vote Sweet, yes; Krejci, yes; Ideus, yes; Warford, yes; Rappl, yes; and Nagle, yes. Motion carried.

Council Member Warford motioned, and Council Member Ideus seconded to adjourn at 7:28pm. Roll call vote Warford, yes; Ideus, yes; Krejci, yes; Nagle, yes; Rappl, yes; and Sweet, yes. Motion carried.

The next regular meeting is June 27, 2023, at 7:00 p.m. at the Wahoo Public Library, 637 N Maple Street.

Approved:

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Christina Fasel, City Clerk

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Gerald D. Johnson, Mayor

The regular monthly meeting of the Wahoo Public Library Board of Trustees took place on Tuesday May 9, 2023 at 7:00 p.m. in Meeting Room B (Former Computer Lab)

Present: **Amber Francis, Merry Fenton, Gene Mercer, Dave Privett, Teresa Urlacher, Jenny Wagner-Kramer and Library Director Denise Lawver.** Absent: Kal Lausterer

Guests: None

**AGENDA:**

- I. **Open Meetings Compliance Law:** addressed and noted, meeting called to order at 7:02 p.m. by President Teresa Urlacher.
- II. **Roll Call, Absences, & Recognition of guests—** Lausterer absent.
- III. **Approval & adjustments to the agenda—** Introductions of new board members: Fenton & Privett. 2 items to add to New Business: appoint new members from the library board to serve on the Building & Grounds Committee & Library Foundation. Motion to approve agenda: Mercer, Second: Francis all voting to approve: Mercer, Francis, Fenton, Privett, Urlacher, Wagner-Kramer.
- IV. **Public Comments:** None for this meeting
- V. **Approval of Library Board minutes of May 9, 2023—**Motion to approve minutes by Francis, Second by Wagner-Kramer, voting to approve: Francis, Wagner-Kramer, Fenton, Mercer, Privett & Urlacher.
- VI. **Review of Bills & Budget/Revenue Sheets—**no budget sheet for this meeting as Melissa was on vacation.
- VII. **Director's Report—**Denise—highlighted activity for month, busy book sale, summer reading starting well.
- VIII. **Old Business:**
  - A. Update on west property—on hold at this time due to factors beyond our control.
  - B. Library Accreditation update: Portal to start process opens July 1, we will need to form committee for community needs.
- IX. **New Business:**
  - A. Items not on agenda may be added during action of item III.
  - B. Welcome new trustees: Merry Fenton, Dave Privett
  - C. Thank you to retiring trustees: Amber Francis (2017-2023) & Gene Mercer (2019-2023).
  - D. Library Board members for Building & Grounds—Merry Fenton agreed to serve.
  - E. Library Board member for Library Foundation—Kal Lausterer.
- X. **Adjournment:** Motion by Mercer, Second by Francis; to adjourn at 7:34 p.m.: Voting yes: Mercer, Francis, Fenton, Privett, Wagner-Kramer, and Urlacher. Absent & not voting: Lausterer

**Next Regular Meeting:** July 11, 2023 at 7:00 p.m.

Denise Lawver Recording Secretary

# WAHOO PLANNING COMMISSION

## Meeting Minutes

*June 1, 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 7:03 p.m. by Acting Chair Tracy Pfligler and opened with the Pledge of Allegiance. The Acting Chair advised the public of the posted information regarding Nebraska Open Meetings Act and Title VI. The following Commission members were present, answering roll call: Pfligler, Pearson, Iversen, Baumert, and Fick. Absent: Kleffner, Wilcox, Brooks, and Gabel. Travis Beavers, Building Inspector/Zoning Administrator, was also present.

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

Discussion was held regarding the Final Plat of replat of unnamed subdivision located within Section 33, Township 15 North, Range 7 East of the 6<sup>th</sup> Principal Meridian, Saunders County, Nebraska, as filed by West Limited LLC. Roger Harders of West Limited LLC was present. Beavers explained the Final Plat involves fewer than 10 lots, and the preliminary plat was waived to expedite the process. Harders explained this land is part of the Wahoo Utilities Corridor project along the highway, and that he wants to maintain access to his farm. He showed the original GIS map of the region to the Commission members. Harders stated he purchased the land from other individuals, and wants to reshape the acreage to allow access to his farm. Acting Chair Pfligler stated his application is missing multiple parts and asked Harders if he reviewed the subdivision regulations. Harders stated he has been working with the City's attorney, Jovan Lausterer, and thought he could just redefine the boundaries. Pfligler stated the Final Plat as submitted does not meet the requirements of the subdivision regulations, and noted a proper survey of the land is also missing. Harders replied that he submitted the seven different surveys used as he acquired the various parcels of land over a period of years. Pfligler again stated the Final Plat does not meet the requirements of Section 3.10 of the Subdivision Regulations for the City of Wahoo. Pfligler stated that an easement is different than deeding tracts of land back and forth between individuals as that cannot change the boundary lines. Pfligler also stated the Final Plat submittal must include several items, such as a drainage study, the lot sizes, and a formal name for the subdivision. She reiterated that the Final Plat as submitted does not meet the requirements of Section 3.10 of the Subdivision Regulations for the City of Wahoo. Harders stated that the City will have to buy 7 acres of his land to get the easement they want which will cost about \$500,000, and that he was "trying to save the City half a million dollars." Further discussion was held regarding the options available, the number of acres he owns versus the number of acres the City would have to buy, and platting costs to meet the subdivision standards. Harders stated he is concerned about the amount of time this will require of him as he is busy building in Burwell. Harders mentioned the area by the cemetery south of the creek, and Pfligler stated that area was a subdivision that followed all the regulations and requirements accordingly. Pfligler then asked Harders if he reviewed Lausterer's comments, and Harders confirmed he had not reviewed the comments. Pfligler specified that the Final Plat must meet all the requirements



identified in Section 3.10 of the Subdivision Regulations, and reminded Harders that the regulations are online and easily accessible. The Commission members then discussed other options available if the Final Plat does not meet the subdivision requirements, including the fact that all landowners affected by the proposed easement were given a packet of information explaining the process to acquire said easement. Harders commented that the price of the land is negotiable, and Pearson recommended Harders review Section 3.10 of the Subdivision Regulations. Beavers stated he has given Harders copies of that Section and the Subdivision Regulations. Harders stated he was “trying to be a nice guy” and work with the City. Harders stated he will get estimates on the costs involved to meet the Subdivision Regulations and will decide how he wants to proceed. No action taken due to an incomplete application and failure to meet the Subdivision Regulations’ requirements.

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

- Three new housing permits were granted in May, and there are a total of five new single-family homes under construction with one in Ludvik’s subdivision and four in the North Highlands subdivision.
- Work continues at the public school site. Some of the footing inspections were completed today.
- Infrastructure work continues at the Wilmer Ridge site.
- The City Council approved the amendment to the sign regulations regarding canopies.
- Destiny Campus does not have the final parking plan ready yet. They are hoping to have it ready for the July Planning Commission meeting.

Miscellaneous and correspondence:

- Beavers asked if there will be a quorum for the July meeting of the Planning Commission. At this time, Pearson could be available if needed, Pfligler will be on vacation, Iversen will not be available, Baumert will be available, and Fick will be available.
- Beavers reported there has not been much progress on the Wahoo Super redevelopment. They are waiting for a TIF determination prior to demolition, and they have not begun the asbestos removal yet.

There were no corrections to the May 4, 2023, minutes. Motion was made by Iversen, seconded by Pearson, to approve the minutes from the May 4, 2023, meeting. Roll call vote: Iversen, yes; Pearson, yes; Baumert, yes; Fick, yes; Pfligler, yes. Absent and not voting were Kleffner, Wilcox, Brooks, and Gabel. Motion passed.

The meeting was adjourned at 7:42 p.m.

Approved:

Sally Klein, Office Assistant  
City of Wahoo

# Item 1

ORDINANCE NO. 2437

AN ORDINANCE OF THE CITY OF WAHOO, NEBRASKA, TO ANNEX THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE N01°00'16"W (ASSUMED BEARING) ON THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 673.36 FEET TO THE NORTHWEST CORNER OF THE WAHOO WATER TOWER SITE AS DESCRIBED ON A SURVEY BY E.G. ERICKSON DATED 10/21/1974; THENCE N88°59'44"E ON THE NORTH LINE OF SAID SITE, A DISTANCE OF 209.37 FEET TO THE NORTHEAST CORNER OF SAID SITE; THENCE S00°56'21"E ON THE EAST LINE OF SAID SITE, A DISTANCE OF 208.85 FEET TO THE NORTHEAST CORNER OF LOT 60, NORTH HIGHLANDS ADDITION; THENCE S89°02'55"W ON THE NORTH LINE OF SAID LOT 60, A DISTANCE OF 188.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 60; THENCE S01°00'16"E ON THE WEST LINE OF SAID NORTH HIGHLANDS ADDITION, A DISTANCE OF 465.39 FEET TO THE SOUTHEAST CORNER OF SAID SITE; THENCE N89°03'30"W ON THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 20.62 FEET TO THE POINT OF BEGINNING

INTO THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, AND BY SAID ANNEXATION, TO MAKE SAID ABOVE DESCRIBED REAL ESTATE A PART OF THE CORPORATE LIMITS OF THE CITY OF WAHOO, NEBRASKA; THAT AN ACCURATE MAP OR PLAT OF THE ABOVE DESCRIBED REAL ESTATE BE RECORDED IN THE OFFICES OF THE SAUNDERS COUNTY REGISTER OF DEEDS AND SAUNDERS COUNTY ASSESSOR; THAT THE INHABITANTS OF THE ABOVE DESCRIBED REAL ESTATE RECEIVE SUBSTANTIALLY THE SAME BENEFITS AS OTHER INHABITANTS OF THE CITY OF WAHOO, NEBRASKA, AND THAT GOVERNMENTAL AND PROPRIETARY PLANS FOR THE FURNISHING OF SAID BENEFITS BE ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA, NOT LATER THAN ONE YEAR AFTER THE DATE OF ANNEXATION OF THE ABOVE DESCRIBED REAL ESTATE; THAT ALL INHABITANTS OF THE ABOVE DESCRIBED REAL ESTATE SHALL BE SUBJECT TO THE ORDINANCES AND REGULATIONS OF THE CITY OF WAHOO, NEBRASKA, UPON THE EFFECTIVE DATE OF THIS ORDINANCE; TO PROVIDE THAT THE MAYOR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE CITY OF WAHOO, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO

PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, PROVISION OR PORTION FOUND UNCONSTITUTIONAL OR INVALID; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED 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 TO PROVIDE THAT THIS ORDINANCE SHALL NOT BE MADE A PART OF THE WAHOO MUNICIPAL CODE.

WHEREAS, the aforementioned real estate is contiguous and directly adjacent to the City of Wahoo, Nebraska, as defined by Neb.Rev.Stat. §17-405.02, and,

WHEREAS, the Mayor and Council did receive a Petition for Annexation by the owner of the entire above described property, namely the Estate of Russell D. Lindgren, deceased, by and through Laramie Lindgren its Personal Representative, who has waived all statutory hearing requirements, and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, did find the Petition for Annexation to be in order for said annexation to proceed, and,

WHEREAS, said above-described real estate is suburban in character and not rural based on the pending residential development of the real estate, and,

WHEREAS, there is a City of Wahoo road adjacent to southerly portions of the above area to be annexed, and,

WHEREAS, it is in the best interests of the residents of the City of Wahoo, Nebraska, that said above described real estate be annexed to the City of Wahoo, Nebraska,

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

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

Section 2. That the following-described real estate be annexed to the City of Wahoo, Nebraska, and included within the corporate limits of the City of Wahoo, Nebraska, to wit:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE N01°00'16"W (ASSUMED BEARING) ON THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 673.36 FEET TO THE NORTHWEST CORNER OF THE WAHOO WATER TOWER SITE AS DESCRIBED ON A SURVEY BY E.G. ERICKSON DATED 10/21/1974; THENCE N88°59'44"E ON THE NORTH LINE OF SAID SITE, A DISTANCE OF 209.37 FEET TO THE NORTHEAST CORNER OF SAID SITE; THENCE S00°56'21"E ON THE EAST LINE OF SAID SITE, A DISTANCE OF 208.85 FEET TO THE NORTHEAST CORNER OF LOT 60, NORTH HIGHLANDS ADDITION; THENCE S89°02'55"W ON THE NORTH LINE OF SAID LOT 60, A DISTANCE OF 188.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 60; THENCE S01°00'16"E ON THE WEST LINE OF SAID NORTH HIGHLANDS ADDITION, A DISTANCE OF 465.39 FEET TO THE SOUTHEAST CORNER OF SAID SITE; THENCE N89°03'30"W ON THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 20.62 FEET TO THE POINT OF BEGINNING

Section 3. That an accurate map or plat of the above-described real estate, certified by a duly licensed surveyor, and acknowledged as provided by law, shall at once be filed and recorded in the office of the Saunders County Register of Deeds and the office of the Saunders County Assessor, together with a certified copy of this Ordinance, declaring such annexation, under the seal of the City of Wahoo, Nebraska.

Section 4. That an accurate map or plat of the above-described real estate, certified by a duly licensed surveyor, and acknowledged as provided by law, shall also be filed with the State of Nebraska, Department of Revenue.

Section 5. That all inhabitants of the above-described real estate shall receive substantially the benefits of the other inhabitants of the City of Wahoo, Nebraska, as soon as practical, and adequate plans and necessary City of Wahoo, Nebraska, action to furnish such benefits as police, fire protection, snow removal, and utility services shall be adopted not later than one (1) year after the date of annexation of the above-described real estate.

Section 6. That the inhabitants of the above-described real estate shall be subject to the ordinances and regulations of the City of Wahoo, Nebraska, upon the effective date of this Ordinance.

Section 7. 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 that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

Section 8. That all ordinances and parts of ordinances passed and approved prior to the passage, approval, and publication of this Ordinance, in conflict herewith, are hereby repealed.

Section 9. That this Ordinance shall be published in pamphlet form and shall be effective on the fifteenth (15<sup>th</sup>) day from and after its passage and approval, provided it has been published, as aforementioned, within the first fifteen (15) days after its passage and approval.

Section 10. That this Ordinance shall not be made a part of the Wahoo Municipal Code.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_, 2023.

CITY OF WAHOO, NEBRASKA

By: \_\_\_\_\_  
Gerald D. Johnson, Its Mayor

ATTEST:

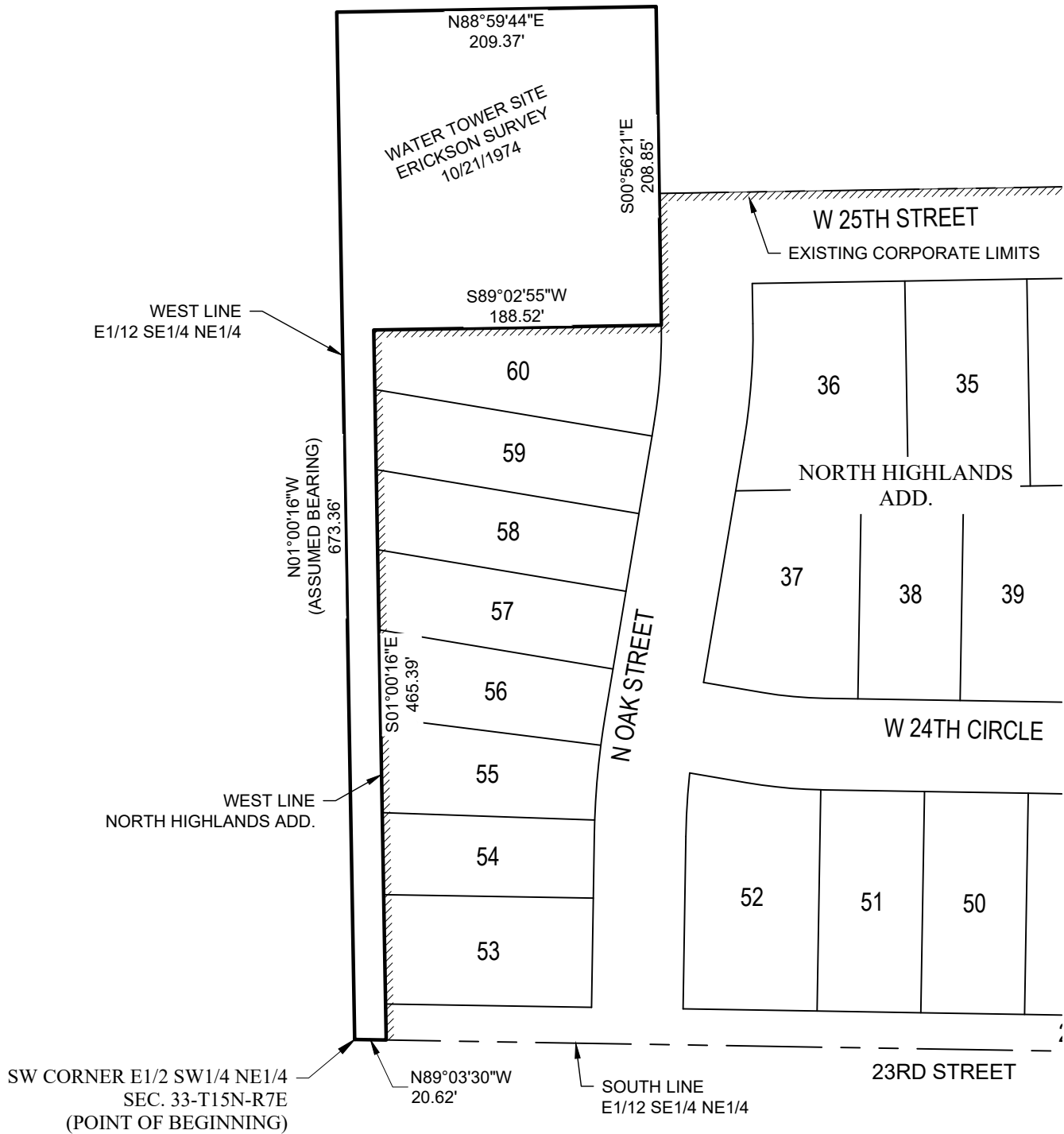
\_\_\_\_\_  
Christina Fasel, Its Clerk

(SEAL)

First Reading:  
Second Reading:  
Third Reading:



ORDINANCE NO. \_\_\_\_\_  
**ANNEXATION PLAT**  
PART OF THE E1/2 SW1/4 NE1/4 SEC. 33-T15N-R7E OF THE SIXTH P.M.  
CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA



ANNEXATION DESCRIPTION:

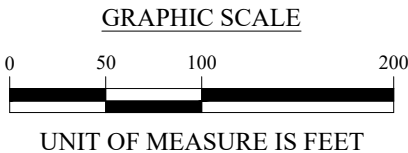
A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE N01°00'16"W (ASSUMED BEARING) ON THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 673.36 FEET TO THE NORTHWEST CORNER OF THE WAHOO WATER TOWER SITE AS DESCRIBED ON A SURVEY BY E.G. ERICKSON DATED 10/21/1974; THENCE N88°59'44"E ON THE NORTH LINE OF SAID SITE, A DISTANCE OF 209.37 FEET TO THE NORTHEAST CORNER OF SAID SITE; THENCE S00°56'21"E ON THE EAST LINE OF SAID SITE, A DISTANCE OF 208.85 FEET TO THE NORTHEAST CORNER OF LOT 60, NORTH HIGHLANDS ADDITION; THENCE S89°02'55"W ON THE NORTH LINE OF SAID LOT 60, A DISTANCE OF 188.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 60; THENCE S01°00'16"E ON THE WEST LINE OF SAID NORTH HIGHLANDS ADDITION, A DISTANCE OF 465.39 FEET TO THE SOUTHEAST CORNER OF SAID SITE; THENCE N89°03'30"W ON THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 20.62 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S STATEMENT:

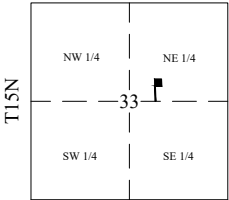
I, JOSHUA D. BORCHERS, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE PLAT OF THE PROPERTY DESCRIBED IN THE ATTACHED ANNEXATION DESCRIPTION. THE INFORMATION PERTAINING TO THE PERIMETER OF THIS ANNEXATION AND DEDICATION IS BASED ON RECORD DEEDS AND/OR SURVEYS.

\_\_\_\_\_  
JOSHUA D. BORCHERS

\_\_\_\_\_  
DATE



VICINITY SKETCH  
SAUNDERS COUNTY  
NEBRASKA  
R7E



NOTE: ALL BEARINGS ARE ASSUMED.

PART E1/2 SW1/4 NE1/4  
SEC. 33-T15N-R7E OF 6TH P.M.  
SAUNDERS COUNTY, NEBRASKA

ANNEXATION PLAT  
ORD. NO.

PROJECT NO. 090184  
DATE 6/6/2023  
DRAWN BY AWH  
FILE NAME WATER TOWER ANNEX.dwg  
FIELD BOOK  
FIELD CREW  
SURVEY FILE NO.

# Item 3



**AMENDMENT NO. 1**  
**To**  
**SOLAR POWER PURCHASE AGREEMENT**  
**BETWEEN**  
**CITY OF WAHOO, NEBRASKA**  
**AND**  
**EAST 12<sup>TH</sup> 009412 SCS SAUNDERS, LLC**

This Amendment No. 1 (this “Amendment No. 1”) to the **SOLAR POWER PURCHASE AGREEMENT** is made and entered into as of this \_\_\_\_ day of June, 2023 (“Effective Date”), between City of Wahoo, Nebraska (“Purchaser”), a political subdivision of the State of Nebraska, organized and existing under the Laws of the State of Nebraska, and East 12<sup>th</sup> 009412 SCS Saunders, LLC (“Seller”), a limited liability company organized and existing under the Laws of the State of Delaware. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement (as defined below).

**RECITALS**

WHEREAS, the Parties previously entered into a Solar Power Purchase Agreement effective May 26, 2022, (“Agreement”); and

WHEREAS, the Parties have agreed to amend the Agreement, as set forth in this Amendment No. 1, for purposes of clarifying the Parties obligations.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree to amend the Agreement as follows:

1. Amendment to Exhibit 2 - Definition of Anticipated Delivery Point. The Parties agree that the definition of Anticipated Delivery Point in Exhibit 2 of the Agreement is deleted in its entirety and replaced with the following:

The Delivery Point shall be at the Delivery Meter which shall be located on the Utility (medium voltage) side of any step-up transformer required to be installed to connect the System with the Utility distribution system.

2. Full Force and Effect. Except as specifically amended herein, the Agreement shall remain unchanged and in full force and effect.

3. Successors and Assigns. This Amendment No. 1 shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

4. Governing Law. This Amendment No. 1 shall be governed by and construed in accordance with the Laws of the State of Nebraska.

5. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment No. 1 to be executed and delivered by its duly authorized officers or representatives as of the dates indicated below, and this Amendment No. 1 is effective as of the Effective Date.

**BUYER:**

**CITY OF WAHOO, NEBRASKA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**EAST 12<sup>TH</sup> 009412 SCS SAUNDERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Item 4

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF WAHOO, NEBRASKA  
AND  
VILLAGE OF WESTON, NEBRASKA**

This Agreement made by and between the City of Wahoo, Nebraska, a body corporate and politic of the State of Nebraska, hereinafter referred to as "City" and the Village of Weston, Nebraska, a body corporate and politic of the State of Nebraska, hereinafter referred to as "Village."

WITNESSETH:

WHEREAS, the Interlocal Cooperative Act, Neb. Rev. Stat. § 13-801 to 13-827, permits local governmental units to make the most efficient use of their powers to enable them to cooperate with other governmental units in an effort to provide services in a manner that will accord with the needs of their local communities; and

WHEREAS, the parties hereto find this Agreement to be in the best interests of their respective entities; and

WHEREAS, the parties previously entered into an Agreement for Distribution Services dated December 21, 1993 relating to the City providing utility services to the Village; and

WHEREAS, it is deemed sound, desirable, and beneficial for the parties to this Agreement to agree that the City will provide licensed water operator, municipal water, wastewater and electric utility services (hereinafter together the "Utilities") to the Village (hereinafter the "Services Agreement") in replacement of the existing agreement as the Village does not currently have a licensed operator or utility service provider and is therefore requesting the City to provide that service in exchange for paying compensation to the City for the same.

WHEREAS, the parties have agreed that while the City is not intending to make significant profit off this Services Agreement it does need to cover direct and indirect costs associated with the same and thus the pricing and reimbursements herein are intended to address that issue.

WHEREAS, the Village has agreed to cede authority over to the City to determine when improvements are necessary to Village infrastructure in order to properly support the utility

services provided for herein; to therefore allow the City to make the necessary improvements; and to provide for reimbursement thereafter from the Village to the City for the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. That the findings hereinabove made should be and are hereby made a part of this Agreement as if fully set forth herein.

2. That the parties intend that all personnel who provide services hereunder will neither be independent contractors nor employees of the Village but rather employees of the City.

3. This Agreement does not provide that the City is required to perform physical improvements to the water facility, electric and/or sewer systems or to provide any form of engineering or design analysis to the Utility systems for the Village. Provided, however, the Agreement provides that should the City believe improvements to be necessary and advisable (in their sole reasonable discretion) then the City shall have the authority to make such improvements and to invoice the Village back for reimbursement of the same within thirty (30) days following invoicing.

4. Rather the City shall provide the following services to the Village, to wit:

- a. The City shall perform routine, certified water, certified waste water and electric utility operation, maintenance and management services with respect to all matters relating to the active direction and operation of the water, wastewater and electric systems owned by the Village.
- b. As part of the City's services, City will recommend to the Village procedures and actions to be taken in the operation of the Utility systems. City will make regular reports to the governing body of the Village and such other reports as are requested by the governing body. Village will retain the right at all times to decide whether to implement any or all of the recommendations made by the City. Provided, however, if the City reasonably believes the improvements are necessary to safely continue providing services then Section 3 above shall control.
- c. The City will collect and maintain data; collect samples in accordance with state law; preparation and submission of reports to the state.

responses as necessary to state correspondence; generally operate the system in accordance with all State and Federal regulations and prudent utility practices; report all occurrences, needs for maintenance and repairs to the Village.

5. The Village shall compensate the City for said Utility services as follows:
  - a. Incorporated herein is the rate schedule adopted per Chapter 50.20 of the City Board of Public Works Policy and Procedure Manual, which is subject to periodic change hereafter, and which is intended to address rates for things such as Regular Time, Over Time, Equipment Usage, etc. for all work performed based upon the staff reports. Work shall include, but is not limited to, operation, maintenance, management, testing and reporting work on the Utilities.
  - b. Reimbursement of expenses, including mileage at the applicable IRS rate.
  - c. Reimbursement of material costs plus a customary overhead charge for indirect administrative costs.
  - c. Payment shall be made to the City on a monthly basis based upon Weston's claim process.
  - d. Costs of testing and postage shall be borne by the Village. In the event the same are advanced by the City, an invoice for the same shall be submitted to the Village for reimbursement.

6. The City makes no representations or guarantees as to the services that it will perform under this Agreement; provided, however, the City agrees to use its best efforts to perform such timely services as the Village reasonably requests.

7. The City shall determine the methods and means of providing the referred services.

8. No payroll or employment taxes of any kind including, but not limited to, FICA, FUTA, SUTA, workers' compensation, unemployment insurance, and federal or state personal income tax shall be paid to City or withheld from any payments to City. City is not entitled to worker's compensation insurance and/or unemployment insurance. Because the City is not an employee or representative of the Village, City acknowledges that it is not entitled to any benefits paid by the Village to its employees, including but not limited to, vacation pay, holiday

pay, health insurance, or liability insurance coverage. City is solely responsible for worker's compensation and unemployment compensation insurance to its personnel.

9. The City is not an employee or servant of the Village and shall not have the actual or apparent authority to bind the Village. City has no authority to act on behalf of, or bind the Village in any manner except as expressly authorized by the Village.

10. The City acknowledges that in the performance of this Agreement, City will be given access to confidential information regarding the Village, its residents and its representatives regardless of whether that information is provided verbally or in writing. City shall not, at any time, whether during or after the term of this Agreement, directly or indirectly, by any means, divulge, use or permit the use of any confidential information except as required in the City's performance of services under this Agreement for purposes of assisting the Village or as required under the Nebraska Public Records Act. The records generated by the City will be on behalf of the Village and will be considered the records of the Village.

11. This Agreement will continue until either party has provided ninety (90) days advanced written notice to the other.

12. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

13. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation preceding the date of this Agreement shall not be binding upon either party.

14. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

15. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be construed as waiving any other terms and conditions of this Agreement or a waiver of any other breach.

16. The terms and provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.



17. If for any reason any provision(s) of this Agreement shall be determined by a court of competent jurisdiction to be invalid, unenforceable, illegal, or inoperable, its invalidity shall not affect the validity and effect of the other provisions hereof.

18. Nothing in this Agreement is to be construed or deemed to expand or otherwise alter any warranty or disclaimer thereof provided under the Agreement, or create any warranty not expressly provided under the Agreement.

19. City agrees to indemnify and hold harmless the Village against any and all costs, losses, liabilities, expenses (including reasonable attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with third party claims against the Village that result from: Any act or omission constituting gross negligence or willful misconduct or breach of fiduciary duty by an officer, director, or employee of City in connection with this Agreement.

20. Village agrees to indemnify and hold harmless the City against any and all costs, losses, liabilities, expenses (including reasonable attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with third party claims against the City that result from: All acts or omissions not directly identified in Section 19 above.

21. During the term of this Agreement, City will carry and maintain in full force liability insurance insuring City while City is performing duties under this Agreement.

22. With respect to any claim made or threatened against the Village or City, or compulsory process or request, the noticed party shall:

- a. Give written notice to the other of the claim within ten (10) days after the claim is made or threatened, which notice must specify in reasonable detail the nature of the claim and the amount (or an estimate of the amount) of the claim;
- b. Provide to the other party any information and cooperation with respect to the claim as may a party reasonably require, including, without limitation, making appropriate personnel available at such times as requested;
- c. Cooperate and take all steps as a party may reasonably request to preserve and protect any defense to the claim; and

- d. In the event suit is brought with respect to the claim, upon reasonable prior notice, afford to the party the right to participate in the investigation, defense, and settlement of the claim.

23. This Interlocal Agreement does not create a new or separate legal entity and its powers are limited to those granted by this Interlocal Agreement and by the provisions of the Nebraska Interlocal Cooperation Act.

24. This Agreement shall take effect on the date of final execution.

25. The parties mutually agree that they did together request the Law Offices of Bromm Lindahl Freeman-Caddy & Lausterer draft this document based on negotiations between the parties and understanding that said law office presents both parties. As such, both parties have expressly waived any conflict of interest relating to this dual representation.

26. The effective date of this Agreement shall be December 1, 2022.

IN WITNESS WHEREOF, in witness of this agreement and in consideration of the mutual covenants set forth herein, the parties pledge their cooperation as necessary for the discharge of this Agreement.

Executed this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Mayor of Wahoo, Nebraska

Attest:

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

Executed this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Village Board Chairperson

Attest:

\_\_\_\_\_  
Village Clerk