

WAHOO CITY COUNCIL AGENDA
Tuesday, September 23, 2025 - 7:00 PM
Wahoo Public Library, 637 N Maple St, Wahoo, NE 68066

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Wahoo meet on the second and fourth Tuesdays of each month at the Wahoo Public Library, 637 N Maple Street Wahoo, Nebraska, at 7:00 p.m. Notice of special meetings shall be given by posting a notice thereof on the bulletin board in City Hall, U.S. Post Office, and FirstBank of Nebraska, at least 24 hours before the special meeting. All Council meetings are open to the public and the agenda, which is kept continually current, is available for public inspection at the office of the City Clerk at City Hall during normal business hours.

Individuals requiring physical or sensory accommodations, individual interpreter service, Braille, large print or recorded material, please contact the ADA Coordinator at City Hall, 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.

{{Name: Agenda Item Name}}

Pledge of Allegiance

Announcement of the Open Meetings Act

Call to order and roll call

Proclamation

Audience comments on items not listed on the agenda

Department head reports

1. City Administrator
2. Report on NRD Amphitheater Project

Consent Agenda

1. Acceptance of excused absence of Mayor or Council member(s)
2. Approval of the September 9, 2025, minutes of the City Council
3. Approval of claims

Public hearing and associated action items

Action items not requiring a public hearing

1. Approval of the 2025-26 Fiscal Year Budget
2. Approval of Resolution to set 2025 Tax Levy Rate

3. Approval of Ordinance No 2487 to amend Ordinance No. 2443 to authorize an increase in the amount borrowed on the SRF Loan Agreement between Nebraska Department of Water, Energy, and Environment and the City of Wahoo for the lead line service replacement project in the amount of \$1,300,000.00
4. Update on the Kennedy Campus South Hall Project as requested by Mary Dailey.
5. Update of the Wahoo Super Project
6. Approval of Solid Waste Haulers annual renewal applications for Waste Connections, Roadrunner, and S2 Rolloffs.
7. Approval of a Cost of Living Adjustment for Full-time City of Wahoo/Wahoo Utilities employees of 2.7% for the 2024-25 Fiscal Year.
8. Approval of the Annual Certification of Program Compliance for Street Superintendents

Mayor's comments on items not listed on the agenda

Council Comments on items not listed on the agenda

Adjourn

Upcoming planned meeting dates and agenda deadlines

The Council met in Regular session in the Wahoo Public Library, 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 PM 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: Ryan Ideus: Absent, Stuart Krejci: Present, Patrick Nagle: Present, Chris Rapp: Present, Shane Sweet: Present, Carl Warford: Present.

Street Superintendent Wynn gave report.

City Council Member Krejci motioned, City Council Member Rapp seconded to approve the consent agenda which included acceptance of Ryan Ideus' absence, approval of the August 26, 2025, minutes of the City Council, approval of Andrew Nelson as a part time paramedic, and approval of the following claims:

BEN – Benefits \$14,656.78,

BLD - Access Elevator \$337.20, Baltz, Susan \$400.00, Continental Fire Sprinkler \$184.29, Heartland Office Cleaners \$1,040.00, Jackson Services \$393.32,

CEM - Cerin, Steven and Patricia \$1,200.00, Mead Signs \$70.00,

EDU – League of NE Municipalities \$ 576.00,

FIR - First Wireless \$1,215.69, Iversen, Jayme \$150.00, Kumpula, Cory \$181.91, Macqueen \$552.63, Motorola Solutions \$933.10,

LIB - Baker & Taylor \$333.06, Cengage \$474.94, Center Point \$109.21, Midwest Tape \$530.54,

MED – Boundtree \$754.03,

MISC - JEO Building Co \$16,999.58, Omaha Steel Castings \$43,192.27, Wahoo Area Economic Dev \$7,500.00, Wahoo Parks & Rec \$75,000.00, Woodsmith Builders \$500.00,

PAY – Payroll \$111,571.03

POL – Barco \$279.80,

PRO - Bromm Lindahl \$6,906.00, Capital City Concepts \$10,500.00, Cline Williams \$1,201.00, JEO Consulting \$22,426.25, Central Salt \$1,338.11, ES OPCO USA \$3,941.45, One Call Concepts \$24.27, Pavers \$414.16,

SUP - First Edition Publishing \$107.70, Quill \$43.98,

UTL - Butler Public Power \$40.60, US Cellular \$77.32, Verizon \$361.08, Wahoo Utilities \$4,850.40, Waste Connection \$266.13,

VEH - Jerry's Transmission \$6,872.65, Saunders County Tire \$45.00, Wahoo Auto \$17.97.

Roll call vote Krejci, yes; Rapp, yes; Nagle, yes; Sweet, yes; Warford, yes; Ideus, absent and not voting.

Motion carried.

A public hearing regarding a request for vacation of public ROW: 20' dedicated public way along the north side of Robert's 2nd Addition, Lots 1, 2, & 4 - North of 16th and Elm Street was opened at 7:08pm. Building Inspector/Zoning Administrator Travis Beavers spoke to the application and that was recommended for approval from the planning commission. There were no other comments from the public. City Council Member Warford motioned, City Council Member Rapp seconded to close the public hearing at 7:12pm. Roll call vote Warford, yes; Rapp, yes; Krejci, yes; Nagle, yes; Ideus, absent and not voting; Sweet, yes. Motion carried.

City Council Member Warford motioned, City Council Member Krejci seconded to issue intent to vacate the right of way dependent on the approval of a final replat of the parcels. Roll call vote Warford, yes; Krejci, yes; Ideus, absent and not voting; Sweet, yes; Rapp, yes; Nagle, yes. Motion carried

A public hearing regarding the one- and six-year road plan was opened at 7:14pm. Street Superintendent Wynn presented. There were no comments from the public. City Council Member Warford motioned, City Council Member Rappl seconded to close the public hearing at 7:19pm. Roll call vote Warford, yes; Rappl, yes; Krejci, yes; Nagle, yes; Ideus, absent and not voting; Sweet, yes. Motion carried.

City Council Member Warford motioned and City Council Member Sweet seconded to approve The following Resolution No 2025-09.

Resolution No. 2025-09

The following resolution was introduced by Warford, who moved its adoption, seconded by Sweet:

WHEREAS, the City Street Superintendent has prepared and presented a One Year and Six Year Plan for Street Improvement Program for the City of Wahoo, and

WHEREAS, a public meeting was held on the 9th day of September, 2025, to present this plan and there were no objections to said plan;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wahoo, Nebraska, that the plans and data as furnished are hereby in all things accepted and adopted.

Roll call vote Warford, yes; Sweet, yes; Krejci, yes; Ideus, absent and not voting; Rappl, yes; Nagle, yes. Motion carried.

James Charelsworth from James Charlesworth consulting spoke about the process for insurance selection. Clint Simmions from LARM spoke to the insurance coverage plan proposed by LARM.

City Council Member Warford motioned, City Council Member Krejci seconded to approve resolution 2025-11 to continue coverage with LARM for a 3-year term, 180 days' notice of non-renewal.

RESOLUTION NO.2025-11

WHEREAS, City of Wahoo is a member of the League Association of Risk Management (LARM); WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of City of Wahoo, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2028. **(180 day notice and 3 year commitment; 5% discount)**

Roll call vote Warford, yes; Krejci, yes; Ideus, absent and not voting; Sweet, yes; Rappl, yes; Nagle, yes. Motion carried.

City Administrator Harrell reported that the alley between 9th and 10th connecting Sycamore and Walnut Streets is oversized for an unknown reason. City Council Member Warford motioned, City Council Member Sweet seconded to vacate the south three foot of the plated alley while maintaining a utility easement with no structures including fences to be allowed within the easement. Roll call vote Warford, yes; Sweet, yes; Krejci, yes; Ideus, absent and not voting; Rappl, yes; Nagle, yes. Motion carried.

City Council Member Warford motioned, and City Council Member Rappl seconded to approve the proposed tablet use policy to be added to the City of Wahoo personal Policy. Roll call vote Warford, yes; Rappl, yes; Krejci, yes; Nagle, yes; Ideus, absent and not voting; Sweet, yes. Motion carried.

City Council Member Krejci motioned, and City Council Member Warford seconded to approve Resolution No 2025-10 an amendment to the master fee schedule regarding Cemetery Fees and Charges to add extension to foundations from legacy vases.

RESOLUTION NO. 2025-10

CITY OF WAHOO MASTER FEE RESOLUTION

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

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

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

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

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

WHEREAS, it is necessary to update particular Attachments to adopt changes to said fees and charges, specifically Attachment 4: Cemetery Fees and Charges.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wahoo that the following amendments to Attachment 4: Cemetery Fees and Charges are hereby adopted and are to be incorporated into the City of Wahoo’s Master Fee Resolution, and

BE IT FURTHER RESOLVED that the effective date of this amendment shall be September,9 2025.

ATTACHMENT 4 TO MASTER FEE SCHEDULE

A. Grave Spaces	
K of H Cemetery (Sunrise Cemetery)	\$400.00 per space
Sunrise North Cemetery (Sunrise North Cemetery)	\$400.00 per space
Wahoo Cemetery (Greenwood Cemetery)	\$400.00 per space
K of H Cemetery (Sunrise Cemetery), Babyland	\$200.00 per space
Wahoo Cemetery (Greenwood Cemetery)	

Potter's Field

\$200.00 per space

B. Grave Opening and Closing Fees

NOTE: Saturday morning open/close is not available on holiday weekends observed by the City of Wahoo. Grave openings and/or closings that need to be completed AFTER 4:00pm on a weekday or after Noon on a Saturday will incur an additional \$200.00 charge.

Graves for children under five years of age	\$300.00 per grave
Saturday morning fee (8:00 a.m. to Noon)	+\$400.00
All graves for persons over five years of age	\$600.00 per grave
Saturday morning fee (8:00 a.m. to Noon)	+\$400.00
Crematory Urns (no vault)	\$300.00 per grave
Saturday morning fee (8:00 a.m. to Noon)	+\$200.00
Crematory Urn (with vault)	\$400.00
Saturday morning fee (8:00 a.m. to Noon)	+\$200.00

Grave openings and/or closings that need to be completed AFTER 4:00pm on a weekday will incur an additional \$200.00 charge.

C. Disinterment Fees (including re-burial in same location)

Urn	\$500.00 per grave
Baby Grave (Under 5 years of age)	\$500.00 per grave
Adult Grave	\$1,200.00 per grave

D. Foundations

Note: Foundations are poured with footings to ensure stability and longevity. For double monument foundations an 8" separation between the monuments will be used unless otherwise specified

Foundations, unless otherwise listed	\$.55 per square inch
Foundations for in-ground vases	\$80.00 per vase
Foundations for Veteran's bronze markers	\$250.00 each
Foundation Extension for Legacy Vases	\$75.00 each

Roll call vote Krejci, yes; Warford, yes; Ideus, absent and not voting; Sweet, yes, Rappl, yes; Nagle, yes.
Motion carried.

Mayor Johnson commented on the amphitheater conversations that had been had at the NRD.

The meeting was adjourned at 7:49pm.

Approved:

Christina Fasel, City Clerk

Gerald D. Johnson, Mayor

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
GENERAL FUND						
101-01-550.215 UNIFORM BENEFITS						
101-01-550.215 UNIFORM BENEFITS	Amazon Capital Services	duty belt and key holder	1CNR-664M-X	09/15/2025	24.99	.00
Total 101-01-550.215 UNIFORM BENEFITS:					24.99	.00
101-01-550.310 MATERIALS & SUPPLIES						
101-01-550.310 MATERIALS & SUPPLIES	Amazon Capital Services	card stock	1CNR-664M-X	09/15/2025	37.56	.00
101-01-550.310 MATERIALS & SUPPLIES	Amazon Capital Services	supplies	1X6H-Y4P4-K9	09/01/2025	95.59	.00
101-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	batteries	A317519	08/28/2025	11.49	.00
Total 101-01-550.310 MATERIALS & SUPPLIES:					144.64	.00
101-01-550.330 PRINTING & PUBLICATION						
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Board of Adjustments meeting notice 444 W 4th Rezac	3767CEE7-017	07/30/2025	15.17	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	PH - 7-10 Blk 126 County Addition	3767CEE7-017	07/30/2025	12.04	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Wage Publication	3767CEE7-017	08/05/2025	54.68	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	CDBG application - PH	3767CEE7-017	08/07/2025	50.92	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 8/12/25	3767CEE7-017	08/15/2025	40.26	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	PH - 1677 CO Rd M - PC	3767CEE7-018	08/15/2025	17.69	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	one and six year PH	3767CEE7-018	08/22/2025	10.15	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 8-26-25	3767CEE7-018	08/29/2025	63.47	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 9-9-25	3767CEE7-018	09/12/2025	78.52	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	PH - Prelim dry run commons - PC	3767CEE7-018	09/12/2025	18.31	.00
Total 101-01-550.330 PRINTING & PUBLICATION:					361.21	.00
101-01-554.630 BUILDING MAINTENANCE						
101-01-554.630 BUILDING MAINTENANCE	Baltz, Susan	2 weeks office cleaning	2SEP25	09/14/2025	400.00	.00
101-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	mop, towels	5646623	09/16/2025	40.49	.00
101-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	City Hall - paper towel, mats, roller towel	5649975	09/23/2025	113.72	.00
101-01-554.630 BUILDING MAINTENANCE	Simons Home Store	light bulbs	A315537	08/06/2025	14.99	.00
101-01-554.630 BUILDING MAINTENANCE	Simons Home Store	airfilters	A315954	08/11/2025	80.97	.00
Total 101-01-554.630 BUILDING MAINTENANCE:					650.17	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Caselle, Inc.	Contract Support and maintenance charges 10/1/25-10/31/25	INV-10715	09/02/2025	1,152.65	.00
Total 101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					1,152.65	.00
101-01-927.030 TRANSFER FOR FINES & LICENSES						
101-01-927.030 TRANSFER FOR FINES & LICENSES	NE Dept of Agriculture	dog and cat license fees 9/7/24-9/22/25 388 dog and 32 cat @ 1.22	2025	09/15/2025	512.40	.00
101-01-927.030 TRANSFER FOR FINES & LICENSES	Wahoo Public Schools, Dis	Tabacco Licenses through 9/22/25	2025	09/15/2025	230.00	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
101-01-927.030 TRANSFER FOR FINES & LICENSES	Wahoo Public Schools, Dis	Liquor Licenses through 9/22/25	2025	09/15/2025	4,650.00	.00
Total 101-01-927.030 TRANSFER FOR FINES & LICENSES:					5,392.40	.00
Total GENERAL FUND:					7,726.06	.00
POLICE FUND						
102-01-550.310 MATERIALS & SUPPLIES						
102-01-550.310 MATERIALS & SUPPLIES	Amazon Capital Services	4 tool kits, potrable battery, replacemnet battery,	13H4-M4LC-4F	08/18/2025	282.49	.00
102-01-550.310 MATERIALS & SUPPLIES	Bomgaars	clorox wipes	27326129	08/21/2025	3.99	.00
102-01-550.310 MATERIALS & SUPPLIES	Bomgaars	cleaner	27329337	08/30/2025	4.99	.00
Total 102-01-550.310 MATERIALS & SUPPLIES:					291.47	.00
102-01-550.320 POSTAGE						
102-01-550.320 POSTAGE	Revolving Fund	PD mailing	SEPT2025	09/15/2025	20.20	.00
Total 102-01-550.320 POSTAGE:					20.20	.00
102-01-550.340 GAS, OIL, FUEL - CAR & EQUIP						
102-01-550.340 GAS, OIL, FUEL - CAR & EQUIP	CITY OF WAHOO	378.224 gal fuel April 2025	37300-1	05/08/2025	1,187.62	.00
Total 102-01-550.340 GAS, OIL, FUEL - CAR & EQUIP:					1,187.62	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #483732120-00001 Police Hotspot	6122698780	09/04/2025	160.04	.00
Total 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					160.04	.00
102-01-550.990 OTHER MISC. OPERATING EXPENSE						
102-01-550.990 OTHER MISC. OPERATING EXPENSE	Revolving Fund	repair of damage mailbox hit by PD on 8/13/25	SEPT2025	09/15/2025	124.63	.00
Total 102-01-550.990 OTHER MISC. OPERATING EXPENSE:					124.63	.00
102-01-554.640 CAR/TRUCK MAINTENANCE						
102-01-554.640 CAR/TRUCK MAINTENANCE	Cuda's Auto & Towing, Inc	Fix park switch wiring unit 50	INV10619	09/04/2025	100.00	.00
Total 102-01-554.640 CAR/TRUCK MAINTENANCE:					100.00	.00
102-01-927.030 TRANSFER FOR FINES & LICENSES						
102-01-927.030 TRANSFER FOR FINES & LICENSES	Wahoo Public Schools, Dis	parking ticket Fines through 9/22/25	2025	09/15/2025	54.15	.00
Total 102-01-927.030 TRANSFER FOR FINES & LICENSES:					54.15	.00
102-01-940.720 OTHER EQUIPMENT						
102-01-940.720 OTHER EQUIPMENT	Tri-State Communications I	Equipment intall for cruiser	00080771	06/19/2025	8,298.00	.00
Total 102-01-940.720 OTHER EQUIPMENT:					8,298.00	.00
Total POLICE FUND:					10,236.11	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
STREET FUND						
103-01-546.110 SALARIES & WAGES						
103-01-546.110 SALARIES & WAGES	Wahoo Utilities	GIS wage reimbursement	8.30.25-MR	08/30/2025	343.05	.00
103-01-546.110 SALARIES & WAGES	Wahoo Utilities	GIS wage reimbursement	9.12.25-MR	09/12/2025	353.81	.00
Total 103-01-546.110 SALARIES & WAGES:					696.86	.00
103-01-546.215 EMPLOYEE BENEFITS						
103-01-546.215 EMPLOYEE BENEFITS	Wahoo Utilities	GIS benefits reimbursement	8.30.25-MR	08/30/2025	26.24	.00
103-01-546.215 EMPLOYEE BENEFITS	Wahoo Utilities	GIS benefits reimbursement	9.12.25-MR	09/12/2025	27.07	.00
Total 103-01-546.215 EMPLOYEE BENEFITS:					53.31	.00
103-01-550.310 MATERIALS & SUPPLIES						
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	power strip	27332739	09/08/2025	34.99	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	bolts for sign repair	27335519	09/17/2025	7.10	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	spray paint and wasp spray	27335678	09/17/2025	27.97	.00
103-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	keys	A315544	08/06/2025	4.98	.00
Total 103-01-550.310 MATERIALS & SUPPLIES:					75.04	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Charter Communications	Acct #156543701 Street Dept internet	156543701091	09/14/2025	300.00	.00
Total 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					300.00	.00
103-01-550.380 TOOLS						
103-01-550.380 TOOLS	Scholz Small Engine	Auger & bit	3253	09/16/2025	297.18	.00
Total 103-01-550.380 TOOLS:					297.18	.00
103-01-550.410 EDUCATION & TRAINING EXPENSE						
103-01-550.410 EDUCATION & TRAINING EXPENSE	NE Mosquito & Vector Cont	annual meeting registration x2	2025	09/15/2025	100.00	.00
Total 103-01-550.410 EDUCATION & TRAINING EXPENSE:					100.00	.00
103-01-550.510 ASPHALT/GRAVEL/CONCRETE						
103-01-550.510 ASPHALT/GRAVEL/CONCRETE	National Concrete Cutting I	asphalt grinding	27682	09/16/2025	6,965.35	.00
Total 103-01-550.510 ASPHALT/GRAVEL/CONCRETE:					6,965.35	.00
103-01-550.520 CULVERTS						
103-01-550.520 CULVERTS	Contech Engineered Soluti	culvert stock	32089221	09/17/2025	2,968.56	.00
Total 103-01-550.520 CULVERTS:					2,968.56	.00
103-01-550.540 TRAFFIC CONTROL						
103-01-550.540 TRAFFIC CONTROL	Central Salt	bulk salt 82.02 tons	PSI25-17470	09/03/2025	4,397.09	.00
Total 103-01-550.540 TRAFFIC CONTROL:					4,397.09	.00
103-01-550.990 OTHER MISC. OPERATING EXPENSE						
103-01-550.990 OTHER MISC.						

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
OPERATING EXPENSE	On Center Construction	credit for overpayment for curb cuts	SPET2025	09/15/2025	637.50	.00
Total 103-01-550.990 OTHER MISC. OPERATING EXPENSE:					637.50	.00
103-01-554.630 BUILDING MAINTENANCE						
103-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Street Dept Mats	5646621	09/16/2025	34.64	.00
103-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Street Dept Mats	5649974	09/23/2025	34.54	.00
Total 103-01-554.630 BUILDING MAINTENANCE:					69.18	.00
103-01-554.640 CAR/TRUCK MAINTENANCE						
103-01-554.640 CAR/TRUCK MAINTENANCE	Bomgaars	electrical adapter	27337364	09/22/2025	21.99	.00
Total 103-01-554.640 CAR/TRUCK MAINTENANCE:					21.99	.00
103-01-554.680 RESURFACING & STREET MAINT.						
103-01-554.680 RESURFACING & STREET MAINT.	M E Collins Contracting	14th & Orange Street road repair	6601	08/31/2025	11,413.00	.00
Total 103-01-554.680 RESURFACING & STREET MAINT.:					11,413.00	.00
Total STREET FUND:					27,995.06	.00
CEMETERY FUND						
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Omaha Public Power Distri	Cemetery electrical service charge	SEPT2025	09/11/2025	40.31	.00
Total 104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					40.31	.00
104-01-550.380 TOOLS						
104-01-550.380 TOOLS	Scholz Small Engine	Auger for Cemetery Foundations	3252	09/16/2025	600.00	.00
Total 104-01-550.380 TOOLS:					600.00	.00
104-01-554.620 LAND MAINTENANCE						
104-01-554.620 LAND MAINTENANCE	ArborVentures LLC	Emergency Tree limb removal	8297	09/11/2025	500.00	.00
Total 104-01-554.620 LAND MAINTENANCE:					500.00	.00
Total CEMETERY FUND:					1,140.31	.00
FIRE FUND						
106-01-550.000 RENTS-LAND/BLDG./EQUIP.						
106-01-550.000 RENTS-LAND/BLDG./EQUIP.	Hometown Leasing	copier lease	SEP 2025	09/01/2025	171.00	.00
Total 106-01-550.000 RENTS-LAND/BLDG./EQUIP.:					171.00	.00
106-01-550.310 MATERIALS & SUPPLIES						
106-01-550.310 MATERIALS & SUPPLIES	Bomgaars	trash bags	27334949	09/15/2025	14.99	.00
Total 106-01-550.310 MATERIALS & SUPPLIES:					14.99	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	US Cellular	Acct # 954313757	0755491254	09/10/2025	38.66	.00
Total 106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					38.66	.00
106-01-550.410 EDUCATION & TRAINING EXPENSE						
106-01-550.410 EDUCATION & TRAINING EXPENSE	Revolving Fund	reimburse Jason Semrad for Fire Cert	SEPT2025	09/15/2025	51.25	.00
Total 106-01-550.410 EDUCATION & TRAINING EXPENSE:					51.25	.00
106-01-554.630 BUILDING MAINTENANCE						
106-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Fire Hall mats, mop, air freshener	5646606	09/16/2025	68.88	.00
106-01-554.630 BUILDING MAINTENANCE	Lee's Refrigeration Inc	ince machine maint	WO-3602	09/02/2025	262.50	.00
Total 106-01-554.630 BUILDING MAINTENANCE:					331.38	.00
106-01-554.650 EQUIPMENT MAINTENANCE						
106-01-554.650 EQUIPMENT MAINTENANCE	Eakes Office Solutions	Meter Estimate Fee	INV683867	09/10/2025	12.50	.00
Total 106-01-554.650 EQUIPMENT MAINTENANCE:					12.50	.00
Total FIRE FUND:					619.78	.00
LIBRARY FUND						
108-01-550.310 MATERIALS & SUPPLIES						
108-01-550.310 MATERIALS & SUPPLIES	Revolving Fund	Supplies	SEPT2025	09/15/2025	12.38	.00
108-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	batteries and wood glue	A315578	08/06/2025	25.98	.00
Total 108-01-550.310 MATERIALS & SUPPLIES:					38.36	.00
108-01-550.320 POSTAGE						
108-01-550.320 POSTAGE	Revolving Fund	postage	SEPT2025	09/15/2025	5.67	.00
Total 108-01-550.320 POSTAGE:					5.67	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Charter Communications	Acct # 116378301 Library Internet	116378301090	09/01/2025	124.98	.00
Total 108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					124.98	.00
108-01-550.410 EDUCATION & TRAINING EXPENSE						
108-01-550.410 EDUCATION & TRAINING EXPENSE	Three Rivers Library Syste	STEM workshop	807	09/18/2025	5.00	.00
Total 108-01-550.410 EDUCATION & TRAINING EXPENSE:					5.00	.00
108-01-550.560 BOOKS						
108-01-550.560 BOOKS	Amazon Capital Services	books	13H4-M4LC-4F	08/18/2025	36.68	.00
108-01-550.560 BOOKS	Revolving Fund	book	SEPT2025	09/15/2025	22.00	.00
Total 108-01-550.560 BOOKS:					58.68	.00
108-01-554.620 LAND MAINTENANCE						
108-01-554.620 LAND						

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
MAINTENANCE	Simons Home Store	lawn care	A316589	08/18/2025	3.08	.00
108-01-554.620 LAND MAINTENANCE	Simons Home Store	lawn bag	A316899	08/21/2025	18.99	.00
Total 108-01-554.620 LAND MAINTENANCE:					22.07	.00
108-01-554.630 BUILDING MAINTENANCE						
108-01-554.630 BUILDING MAINTENANCE	Continental Fire Sprinkler	semi annual fire alarm and sprinkler inspections	327892	09/16/2025	683.00	.00
108-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	library mats	5639741	09/09/2025	26.83	.00
Total 108-01-554.630 BUILDING MAINTENANCE:					709.83	.00
108-01-554.650 EQUIPMENT MAINTENANCE						
108-01-554.650 EQUIPMENT MAINTENANCE	Eakes Office Solutions	contract billing 3/9/25-6/8/25	INV684226	09/12/2025	240.12	.00
108-01-554.650 EQUIPMENT MAINTENANCE	Eakes Office Solutions	contract billing 6/9/25-9/8/25	INV684242	09/12/2025	146.41	.00
Total 108-01-554.650 EQUIPMENT MAINTENANCE:					386.53	.00
Total LIBRARY FUND:					1,351.12	.00
DEBT SERVICE FUND						
110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Caselle, Inc.	Contract Support and maintenance charges 10/1/25-10/31/25	INV-10715	09/02/2025	207.80	.00
Total 110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					207.80	.00
Total DEBT SERVICE FUND:					207.80	.00
BUILDING & ZONING FUND						
115-01-550.310 MATERIALS & SUPPLIES						
115-01-550.310 MATERIALS & SUPPLIES	Bomgaars	tape measure	27328125	08/26/2025	19.99	.00
Total 115-01-550.310 MATERIALS & SUPPLIES:					19.99	.00
115-01-550.980 OCCUPANCY CERT DEP REFUND						
115-01-550.980 OCCUPANCY CERT DEP REFUND	Sabatka Bros. Inc.	Refund of Occupancy B-45 -24 Lot 11 Belair Add	B-45-24	05/08/2024	500.00	.00
Total 115-01-550.980 OCCUPANCY CERT DEP REFUND:					500.00	.00
115-01-554.640 BZ VEHICLE MAINT						
115-01-554.640 BZ VEHICLE MAINT	Revolving Fund	Car wash	SEPT2025	09/15/2025	8.00	.00
Total 115-01-554.640 BZ VEHICLE MAINT:					8.00	.00
Total BUILDING & ZONING FUND:					527.99	.00
EMS						
121-01-550.000 RENTS-LAND/BLDG./EQUIP.						
121-01-550.000 RENTS-LAND/BLDG./EQUIP.	Hometown Leasing	copier lease	SEP 2025	09/01/2025	171.00	.00
Total 121-01-550.000 RENTS-LAND/BLDG./EQUIP.:					171.00	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
121-01-550.700 CONTRACTED BILLING FEES						
121-01-550.700 CONTRACTED BILLING FEES	One Billing Solutions, LLC	Monthly Billing	INV245480	09/01/2025	4,977.65	.00
Total 121-01-550.700 CONTRACTED BILLING FEES:					4,977.65	.00
121-01-554.630 BUILDING MAINTENANCE						
121-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Fire Hall mats, mop, air freshener	5646606	09/16/2025	68.88	.00
Total 121-01-554.630 BUILDING MAINTENANCE:					68.88	.00
121-01-554.650 EQUIPMENT MAINTENANCE						
121-01-554.650 EQUIPMENT MAINTENANCE	Eakes Office Solutions	Meter Estimate Fee	INV683867	09/10/2025	12.50	.00
Total 121-01-554.650 EQUIPMENT MAINTENANCE:					12.50	.00
Total EMS:					5,230.03	.00
Grand Totals:					55,034.26	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Resolution No. 2025-__
Resolution to Set Property Tax Request

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the City Council of the City of Wahoo must pass by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law on September 23, 2024, to hear and consider comments from the public concerning the property tax request:

NOW, THEREFORE, be it resolved by the City Council of the City of Wahoo that:

1. The 2024-2025 property tax request shall be set at \$2,481,684.31 and shall be levied as follows for the following funds:

	<u>Tax Amount</u>	<u>Tax Levy</u>
General Fund	\$2,226,684.31	0.455656
Bond Fund	\$255,000.00	0.052182
TOTAL	\$2,481,684.31	0.507838
2. The total assessed value of property differs from last year's total assessed value by 9.45%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.472298 per \$100 of assessed value.
4. The City of Wahoo proposes to adopt a property tax request that will cause its tax rate to be \$.507838 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of \$11,621,133.00 of the City of Wahoo will decrease from last year's operating budget by 19.02%.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2025.

	2023	2024	Change
Operating Budget	\$14,349,806.00	\$11,621,133.00	-19%
Property Tax Request	\$2,308,011.16	\$2,481,634.31	8%
Valuation	446,479,459	488,676,478	9%
Tax Rate	\$.510838	\$.507838	-1%
Tax Rate if prior tax request was at current value		\$.472298	

DATED this 23rd day of September, 2025.

Record of Vote: Krejci, yes; Ideus, yes; Nagle, yes; Rappl, yes; Sweet, yes; and Warford, yes.

Gerald D. Johnson, Mayor

Christina Fasel, City Clerk

(SEAL)

AMENDMENT NO. 01

To

LOAN AGREEMENT
(Governmental Borrower)

Between

NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT

and

CITY OF WAHOO, NEBRASKA

NDWEE PROJECT NO. D311671

DATED AS OF _____

**AMENDMENT NO. 01 to
LOAN AGREEMENT BETWEEN
NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT
AND
CITY OF WAHOO, NEBRASKA
NDWEE PROJECT NO. D311671**

This Amendment No. 01 to the Loan Agreement, is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Water, Energy, and Environment (hereinafter “NDWEE”) and the City of Wahoo, Nebraska, (hereinafter “Borrower”) for Project No. D311671 (this “Amendment”).

Section 1. The Loan Agreement for Loan (Project No. D311671) (hereinafter “Loan Agreement”) between the Nebraska Department of Environment and Energy (or “NDEE”), which is now known as the Nebraska Department of Water, Energy, and Environment, and the Municipality dated May 6, 2024, and signed by Thaddeus D. Fineran, Interim Director of the NDEE, and Gerry Johnson, Mayor of the City of Wahoo, is hereby acknowledged and incorporated by this reference as if fully set out herein.

Section 2. Pursuant to Section 6.04 of the Loan Agreement, the parties hereby amend the Loan Agreement as follows:

A. Change the definition of “Bond Ordinance” in *Section 1.01. Definitions.* to read as follows:

- (d) “Bond Ordinance” means Ordinance No. 2443 of the Borrower authorizing the Loan, **as amended by Ordinance No. _____ of the Borrower authorizing an increase in the amount of the Loan and Project scope, which amendment is hereby authorized by DNWEE.**

B. Add the following defined term to *Section 1.01. Definitions.*

- (e) **“Lead Service Line” means a service line made of lead, which connects the water main to the building inlet. A lead service line may be owned by the water system, owned by the property owner, or both. A galvanized service line is considered a lead service line if it ever was or is currently downstream of any lead service line component. Goosenecks, pigtails, and connectors, whether standalone or connected to a lead service line, may also be included as a part of lead line service for replacement projects.**

C. Amend *Section 2.01*, by repealing and removing the following existing language:

Amount of the Loan. Subject to all of the terms, provisions, and conditions of this Loan Agreement, and subject to the availability of state and federal funds, the NDEE will loan an amount not to exceed five million, seven hundred thousand dollars (\$5,700,000) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto.

(a) Loan Forgiveness.

- (1) The total award of all Loan Forgiveness cannot exceed seventy-five percent of the total amount of eligible Project Costs.
- (2) Loan Forgiveness. This Loan Agreement includes DWSRF Loan Forgiveness of up to 35.0% of the eligible Project Costs, up to a ceiling of one million, nine hundred ninety-five thousand dollars (\$1,995,000).
- (3) All Loan Forgiveness shall be effective only upon the completion of the Project in accordance with this Loan Agreement, including compliance with the requirements of the DWSRF, as determined by the NDEE and Initiation of Operation. The amount of such Loan Forgiveness shall be stated on the final Attachment A repayment schedule

prepared by the NDEE following disbursement of the full Loan Amount and Initiation of Operation.

And replacing the language in Section 2.01 with the following:

Amount of the Loan. Subject to all of the terms, provisions, and conditions of this Loan Agreement, and subject to the availability of state and federal funds, the NDWEE will loan an amount not to **exceed seven million dollars (\$7,000,000)** to the Borrower to pay a portion of the Project Costs described in Attachment B hereto.

(a) Loan Forgiveness.

- (1) The total award of all Loan Forgiveness cannot exceed seventy-five percent of the total amount of eligible Project Costs.
- (2) Loan Forgiveness. This Loan Agreement includes DWSRF Loan Forgiveness of up to 35.0% of the eligible Project Costs **for water main improvements**, up to a ceiling of one million, nine hundred ninety-five thousand dollars (\$1,995,000).
- (3) **Loan Forgiveness. This Loan Agreement includes DWSRF Loan Forgiveness of up to 38.47% of the eligible Project Costs for lead service line replacements, up to a ceiling of five hundred thousand, one hundred ten dollars (\$500,110).**
- (4) **Lead Service Line Mechanical Inventory Grant. This Loan Agreement includes DWSRF Lead Service Line Mechanical Inventory Grant of up to 10.0% of the eligible Project Costs, up to a ceiling of one hundred thirty thousand dollars (\$130,000).**
- (5) All Loan Forgiveness shall be effective only upon the completion of the Project in accordance with this Loan Agreement, including compliance with the requirements of the DWSRF, as determined by the NDWEE and Initiation of Operation. The amount of such Loan Forgiveness shall be stated on the final Attachment A repayment schedule prepared by the NDWEE following disbursement of the full Loan Amount and Initiation of Operation.

D. Amend subsection (f) of *Section 2.10. Other Conditions and Terms*, by repealing and removing the following existing language:

- (f) Contractor's Security. The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by the NDEE in the amount of the bid.

And replacing it with the following:

- (f) **Contractor's Security.** The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by the NDWEE in the amount of the bid **but as it applies to the amount of Project work that is assigned, performed, and completed before additional Project work is assigned.**

E. Amend subsection (h) of *Section 2.10. Other Conditions and Terms*, by repealing and removing the following existing language

- (h) **Site Title and Easements.** The Borrower must certify that site title, including all easements and rights of way necessary to allow construction of the Project, has been obtained prior to award of the construction contract (i.e., all real property has been acquired, bona fide options have been taken or formal condemnation proceedings have been initiated for necessary real property).

And replacing it with the following:

- (h) Site Title and Easements. **Excluding the portion of the Project for replacement of Lead Service Lines,** the Borrower must certify that site title, including all easements and rights of way necessary to allow construction of the Project, has been obtained prior to award of the construction contract (i.e., all real property has been acquired, bona fide options have been taken or formal condemnation proceedings have been initiated for necessary real property).

F. Amend subsection (o) of *Section 2.10. Other Conditions and Terms*, by repealing and removing the entirety of the existing language in subsection (o) and replacing it with the following language:

- (o) Wage Rate Requirements. **By accepting this contract, the contractor acknowledges and agrees to the terms provided in the Davis Bacon Related Acts Requirements for Contractors and Subcontractors Under EPA Grants** (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).

G. Add the following new subsections (w) and (x) to *Section 2.10. Other Conditions and Terms*:

- (w) **Lead Service Lines. Use of funds for lead service lines shall be eligible pursuant to the Infrastructure Investment and Jobs Act (Public Law No. 117-58) and the Federal Act. In addition, the Borrower agrees to the following:**

- (1) **The project and use of funds will be for lead service line replacement projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines. Costs associated with non-lead service lines are ineligible; and**
- (2) **Lead service lines will be replaced in their entirety and cannot be partially replaced, unless a portion of the line has already been replaced or is concurrently being replaced with another funding source; and**
- (3) **The Borrower agrees to provide documentation established by the Department of compliance with full lead line service replacement to the Department for review and approval at the time lead service line replacement project is initiated.**

- (x) **Lead Service Line Notification Due Dates. The disbursement of all funds is contingent upon the Borrower performing all needed Lead Service Line Notification activities per the requirements of the Federal Act, and if provided, in accordance with the reporting template provided by the NDWEE Drinking Water Monitoring and Compliance section. That shall be done prior to the dates detailed in the Federal Act, or before disbursements exceed 95% of Project Costs, whichever comes first.**

Section 3. Pursuant to Section 6.04 of the Loan Agreement, the parties hereby incorporate and, in accordance with the terms and conditions set forth in this Amendment, substitute the following attachments attached hereto:

- a. Attachment A – Projected Loan Repayment Schedule of the Loan Agreement;
- b. Attachment B – Project Costs and Projected Outlay Schedule;
- c. Attachment C – Financial Analysis;
- d. Attachment E – Opinion of Borrower’s Counsel;
- e. Attachment F – Promissory Note;
- f. Attachment G – Certificate of the City of Wahoo; and
- g. Attachment I – Additional Documents and Attachment I.01 – Loan Forgiveness Agreement Form, and Attachment I.02 – City Ordinance.

Section 4. Except as specifically modified herein, all terms and conditions of the original Loan Agreement remain in full force and effect.

Section 5. Electronic Signature – The NDWEE and the Borrower hereby approve the usage of electronic signatures pursuant to Neb. Rev. Stat. §86-611 and Nebraska Administrative Code, Title 437, Digital Signatures Act; provided, however, “Attachment F – Promissory Note” attached this Amendment for the CITY OF WAHOO may not be electronically signed and must be signed physically by the authorized signatories. The Borrower agrees to send Attachment F attached to this Amendment to the NDWEE once signed.

Section 6. The amendments or modifications made in this Amendment shall become effective on the latter of the two dates signed.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 01 to the Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF WAHOO, NEBRASKA

NEBRASKA DEPARTMENT OF WATER,
ENERGY, AND ENVIRONMENT

By _____ By _____
Title _____ Title _____
DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION
Date _____ Date _____
WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

ATTACHMENT A

EXHIBIT 1

PROJECT DESCRIPTION

The project to be funded by this DWSRF financing is to replace and install water mains around the City of Wahoo to support improvements to its municipal water system. **The project to be funded by this DWSRF financing is also for the replacement of known lead, lead contaminated water service lines, or galvanized service lines requiring replacement, each individually. In addition, the project will contract services to investigate service lines of unknown material to finalize Wahoo's inventory of known lead service or lead contaminated service lines.** The project includes all related work, land testing, construction change orders, and engineering fees.

LOAN REPAYMENT SCHEDULE

Payments are due on June 15 and December 15 of each year. Interest and Administrative fees shall accrue at the applicable rate as established by Section 2.03 and Section 2.04 of this Loan Agreement and repayments of such accrued interest and administrative fees will be repaid after the effective date of this Loan Agreement. A commencement of principal repayment is estimated to start on December 15, 2026 (as established by Section 2.02 of this Loan Agreement wherein repayment must begin within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first).

Amounts due will be invoiced on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest and Administrative fee accruing on principal amounts drawn after the invoicing date are to be included with the next invoice.

The Amortization Schedule included in Attachment A is a projected schedule based upon estimated principal repayment start and full distribution of funds and is subject to change pending date of Initiation of Operation and final principal amount disbursed. Interest and Administrative fees accruing before the first principal repayment that is not reflected on the following draft amortization schedule will be billed and paid in accordance with the NDWEE's procedures.

Following the receipt of Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by the NDWEE to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by the NDWEE based on the following parameters:

- (1) Final principal amount of Loan;
- (2) Amount of Loan Forgiveness, if any;
- (3) Interest rate as set forth in Section 2.03;
- (4) Administrative fee rate as set forth in Section 2.04;
- (5) Installments of principal, interest, and fees on each June 15 and December 15 payment date shall:
 - a. Begin no later than one year after the Initiation of Operation, or three years from the effective date of this Loan Agreement, whichever occurs first; and
 - b. End on the last repayment which must be paid no later than thirty (30) years from the date of either (i) one year after the Initiation of Operation, or (ii) three years from the effective date of this Loan agreement, whichever occurs first; and
 - c. Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.04).

ATTACHMENT A

PROJECTED AMORTIZATION SCHEDULE

TOTAL PRINCIPAL: \$ 4,374,890	INTEREST RATE (%): 0.00
LOAN FORGIVENESS AND GRANT: \$ 2,625,110	ADMIN FEE (%): 0.00
TOTAL SRF ASSISTANCE: \$ 7,000,000	TERM (YEARS): 30

Principal Payment	Principal	Principal Payment	Interest	Admin Fee	Total Payment	Remaining Principal
12/15/2026	\$ 4,374,890.00	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 4,301,975.17
6/15/2027	\$ 4,301,975.17	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 4,229,060.34
12/15/2027	\$ 4,229,060.34	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 4,156,145.51
6/15/2028	\$ 4,156,145.51	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 4,083,230.68
12/15/2028	\$ 4,083,230.68	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 4,010,315.85
6/15/2029	\$ 4,010,315.85	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,937,401.02
12/15/2029	\$ 3,937,401.02	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,864,486.19
6/15/2030	\$ 3,864,486.19	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,791,571.36
12/15/2030	\$ 3,791,571.36	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,718,656.53
6/15/2031	\$ 3,718,656.53	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,645,741.70
12/15/2031	\$ 3,645,741.70	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,572,826.87
6/15/2032	\$ 3,572,826.87	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,499,912.04
12/15/2032	\$ 3,499,912.04	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,426,997.21
6/15/2033	\$ 3,426,997.21	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,354,082.38
12/15/2033	\$ 3,354,082.38	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,281,167.55
6/15/2034	\$ 3,281,167.55	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,208,252.72
12/15/2034	\$ 3,208,252.72	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,135,337.89
6/15/2035	\$ 3,135,337.89	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 3,062,423.06
12/15/2035	\$ 3,062,423.06	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,989,508.23
6/15/2036	\$ 2,989,508.23	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,916,593.40
12/15/2036	\$ 2,916,593.40	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,843,678.57
6/15/2037	\$ 2,843,678.57	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,770,763.74
12/15/2037	\$ 2,770,763.74	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,697,848.91
6/15/2038	\$ 2,697,848.91	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,624,934.08
12/15/2038	\$ 2,624,934.08	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,552,019.25
6/15/2039	\$ 2,552,019.25	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,479,104.42
12/15/2039	\$ 2,479,104.42	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,406,189.59
6/15/2040	\$ 2,406,189.59	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,333,274.76
12/15/2040	\$ 2,333,274.76	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,260,359.93
6/15/2041	\$ 2,260,359.93	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,187,445.10
12/15/2041	\$ 2,187,445.10	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,114,530.27
6/15/2042	\$ 2,114,530.27	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 2,041,615.44
12/15/2042	\$ 2,041,615.44	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,968,700.61
6/15/2043	\$ 1,968,700.61	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,895,785.78
12/15/2043	\$ 1,895,785.78	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,822,870.95
6/15/2044	\$ 1,822,870.95	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,749,956.12
12/15/2044	\$ 1,749,956.12	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,677,041.29
6/15/2045	\$ 1,677,041.29	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,604,126.46
12/15/2045	\$ 1,604,126.46	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,531,211.63
6/15/2046	\$ 1,531,211.63	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,458,296.80
12/15/2046	\$ 1,458,296.80	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,385,381.97
6/15/2047	\$ 1,385,381.97	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,312,467.14
12/15/2047	\$ 1,312,467.14	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,239,552.31
6/15/2048	\$ 1,239,552.31	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,166,637.48
12/15/2048	\$ 1,166,637.48	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,093,722.65
6/15/2049	\$ 1,093,722.65	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 1,020,807.82
12/15/2049	\$ 1,020,807.82	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 947,892.99
6/15/2050	\$ 947,892.99	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 874,978.16
12/15/2050	\$ 874,978.16	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 802,063.33
6/15/2051	\$ 802,063.33	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 729,148.50
12/15/2051	\$ 729,148.50	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 656,233.67
6/15/2052	\$ 656,233.67	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 583,318.84
12/15/2052	\$ 583,318.84	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 510,404.01
6/15/2053	\$ 510,404.01	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 437,489.18
12/15/2053	\$ 437,489.18	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 364,574.35
6/15/2054	\$ 364,574.35	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 291,659.52
12/15/2054	\$ 291,659.52	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 218,744.69
6/15/2055	\$ 218,744.69	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 145,829.86
12/15/2055	\$ 145,829.86	\$ 72,914.83	\$ -	\$ -	\$ 72,914.83	\$ 72,915.03
6/15/2056	\$ 72,915.03	\$ 72,915.03	\$ -	\$ -	\$ 72,915.03	\$ (0.00)
TOTAL:	\$ 4,374,890.00	\$ -	\$ -	\$ -	\$ 4,374,890.00	

ATTACHMENT B

PROJECT COSTS

<u>COST CLASSIFICATION</u>	<u>ESTIMATED TOTAL COST</u>
1) Administrative and legal expenses	\$ 42,415
2) Land, structures, right-of-ways, appraisals, etc.	\$ -
3) Relocation expenses and payments	\$ -
4) Architectural and engineering fees (Mains and LSLs)	\$ 477,980
5) Project inspection fees	\$ 182,445
6) Site work, demolition and removal	\$ 148,750
7) Construction (Mains and LSLs)	\$ 5,665,281
8) Equipment	\$ -
9) Miscellaneous	\$ -
10) SUBTOTAL (sum of lines 1-9)	\$ 6,516,871
11) Contingencies (Mains and LSLs)	\$ 483,129
12) SUBTOTAL (sum of lines 10-11)	\$ 7,000,000
Less project (program) income	
TOTAL PROJECT COSTS (line 12 minus 13)	\$ 7,000,000
<u>SOURCE OF FUNDS</u>	
NDWEE DWSRF Loan (Principal)	\$ 4,374,890
NDWEE DWSRF Loan Forgiveness (Water Main Improv.)	\$ 1,995,000
NDWEE DWSRF Loan Forgiveness (LSLRs)	\$ 500,110
NDWEE DWSRF Mechanical Inventory Grant	\$ 130,000
TOTAL PROJECT ASSISTANCE	\$ 7,000,000

Funds shall be made only to owners of eligible systems for eligible projects pursuant to the Safe Drinking Water Act.

OUTLAY SCHEDULE

	2024	2025	2026	2027
	ESTIMATED OUTLAY	ESTIMATED OUTLAY	ESTIMATED OUTLAY	ESTIMATED OUTLAY
January	\$ -	\$ -	\$ 48,148.15	\$ 48,148.15
February	\$ -	\$ -	\$ 48,148.15	\$ 48,148.15
March	\$ -	\$ 1,052,142.00	\$ 48,148.15	\$ 48,148.15
April	\$ -	\$ -	\$ 48,148.15	\$ 48,148.15
May	\$ -	\$ 740,361.00	\$ 48,148.15	\$ 48,148.15
June	\$ 185,021.00	\$ -	\$ 48,148.15	\$ 48,148.15
July	\$ 408,997.00	\$ 442,113.00	\$ 48,148.15	\$ 48,148.15
August	\$ -	\$ 398,440.40	\$ 48,148.15	\$ 48,148.15
September	\$ -	\$ 398,440.40	\$ 48,148.15	\$ 48,148.15
October	\$ 879,164.00	\$ 446,588.55	\$ 48,148.15	\$ 48,148.15
November	\$ -	\$ 446,588.55	\$ 48,148.15	\$ 48,148.15
December	\$ -	\$ 446,588.55	\$ 48,148.15	\$ 48,148.15
ANNUAL TOTAL:	\$ 1,473,182	\$ 4,371,262	\$ 577,778	\$ 577,778
Total Outlay:				\$ 7,000,000

Outlay schedule estimates in 2024 cover the water main improvements phase, the 2025 schedule include costs for the water main improvements and lead service line replacement phases, and the 2026 – 2027 schedules cover the lead service line replacement phase of the total project.

**ATTACHMENT C
FINANCIAL ANALYSIS**

CITY OF WAHOO, NEBRASKA

DWSRF PROJECT NO. D311671

The City of Wahoo has requested funding assistance through amending the DWSRF loan agreement up to seven million dollars. This assistance would continue to finance the replacement and installation of water mains, in addition to the replacement of lead service lines throughout the city. From the SRF SFY2024 IUP, the City of Wahoo is eligible for 35.00% DWSRF Loan Forgiveness for the water main improvements phase of the project. In addition, the City of Wahoo is eligible for DWSRF Loan Forgiveness of up to 38.47% of the eligible Project Costs for lead service line replacements and up to 10.00% of the eligible Project Costs for mechanical inventory efforts.

An abbreviated financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Audited Financial Statements Excerpts of the City of Wahoo, for the years 2022 through 2024,
2. Water Preapplication for State Assistance,
3. Miscellaneous correspondence prepared for the City of Wahoo in project file.

Analysis of the Combined Municipal Utilities Fund

The City of Wahoo manages their combined system utility which generates operating revenue by assessing use fees on the residents and industry. The operating revenue stream goes towards paying for the operation and maintenance expenses incurred to operate the combine utility system. The combined use revenues will be used to pay the debt service due to the proposed DWSRF water main improvements and lead service line replacement loan.

Tables 1 and 2 display the City of Wahoo's general gross profit from their revenue and expenses for the operation of the system. The Water Fund revenues and expenses measures are stated in Table 1 and consist of those proprietary funds specific to the Water Fund operations. Table 2 states those measures consistent with the combined funds and include revenues and expenses from the Electric, Water, Sewer, and Gas Funds. The individual Water Fund and Combined Fund ran an operating surplus in 2022 through 2024, as shown in Tables 1 and 2.

Table 1			
Water Fund: Statement of Revenues, Expenses, and Changes in Fund Net Position			
<i>Year ending Dec. 31</i>	<i>Operating Revenues (including Invest. Income)</i>	<i>Operating Expenses (excluding Depreciation)</i>	<i>Gross Profit (Revenues minus Expenses)</i>
2022	\$845,805	\$614,270	\$231,535
2023	\$1,078,998	\$692,473	\$386,525
2024	\$1,139,251	\$622,498	\$516,753

Table 2			
Total Combined Funds: Statement of Revenues, Expenses, and Changes in Fund Net Position			
<i>Year ending Dec. 31</i>	<i>Operating Revenues (including Invest. Income)</i>	<i>Operating Expenses (excluding Depreciation)</i>	<i>Gross Profit (Revenues minus Expenses)</i>
2022	\$10,938,890	\$8,964,076	\$1,974,814
2023	\$11,285,145	\$9,569,924	\$1,715,221
2024	\$11,759,105	\$9,810,431	\$1,948,674

Outstanding Debt Analysis

Long Term Debt and Liabilities

Business-Type Activities	<u>Beginning Balance 1/1/24</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance 12/31/24</u>	<u>Amounts Due within One Year</u>
<u>Bonds and notes payable:</u>					
Note Payable – NDEQ D311522	\$ 109,882	\$ -	\$ (14,776)	\$ 95,106	\$ 15,073
Note Payable – NDEE D311671	-	1,412,007	-	1,412,007	-
Combined Utility Bonds, Series 2023	990,000	-	-	990,000	-
Combined Utility Bonds, Series 2020	<u>875,000</u>	<u>-</u>	<u>(520,000)</u>	<u>355,000</u>	<u>355,000</u>
Total bonds and notes payable	\$ 1,974,882	\$ 1,412,007	\$ (534,776)	\$ 2,852,113	\$ 370,073
<u>Other liabilities:</u>					
Compensated absences	<u>\$ 327,041</u>	<u>\$ 223,955</u>	<u>\$ (47,725)</u>	<u>\$ 503,271</u>	<u>\$ 190,706</u>
Total long-term liabilities	<u>\$ 2,301,923</u>	<u>\$ 1,635,962</u>	<u>\$ (582,501)</u>	<u>\$ 3,355,384</u>	<u>\$ 560,779</u>

The annual requirements to amortize all bonded debt outstanding as of December 31, including interest are as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>
2025	\$ 355,000	\$ 47,188
2026	60,000	43,488
2027	110,000	39,981
2028	110,000	35,306
2029	120,000	30,525
2030-2034	<u>590,000</u>	<u>68,175</u>
Total	<u>\$ 1,345,000</u>	<u>\$ 264,663</u>

At December 31, 2024, the annual requirements for the loans with the NDEQ and NDEE, assuming forgiveness noted previously, are as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>
2025	\$ 15,073	\$ 1,827
2026	15,376	1,524
2027	15,690	1,215
2028	16,000	900
2029	16,322	578
2030 - 2034	16,645	250
NDEE Expected Loan Payments TBD	917,805	-
NDEE Expected Loan Forgiveness	<u>494,202</u>	<u>-</u>
Total	<u>\$ 1,507,113</u>	<u>\$ 6,294</u>

Financial Funding Details

The City is eligible for a 30-year DWSRF loan at a per annum interest rate of 0.0 percent plus an annual 0.0 percent administrative fee on the outstanding principal amount. The DWSRF offers loan funding assistance of \$7,000,000 minus \$1,995,000 in loan forgiveness (water main improvements), \$500,110 in loan forgiveness (lead service line replacements), and \$130,00 in inventory grant assistance for a principal amount of \$4,374,890. An annual estimated payment of \$145,829 plus the DWSRF contract required 10% debt service coverage or \$14,583 for delinquency or loss of users, as shown in Table 3, totals \$160,412, for the first-year debt service. Principal and interest repayments of SRF loans are protected by intercept statute Neb. Rev. Stat. §75-1503, which allows the Department to recover delinquent loan payments by intercepting state funds that are paid to the City of Wahoo.

Table 3				
Estimated Repayment Information				
DWSRF Loan Term (Years)	Interest Rate	Admin Fee	Estimated First Year's Payment	First Year's Payment + 10% Coverage
30	0.0%	0.0%	\$145,829	\$160,412

City of Wahoo's DWSRF Capacity

The revenues from the City of Wahoo's combined system utility will be dedicated to repaying the loan. The number of users is estimated at 1,895 total connections. The current water user charge is a base charge of \$20.50 plus \$1.60 per 1,000 gallons of water usage per month for residential customers. The estimated current monthly water bill for 5,000 gallons usage would be \$28.50. Based solely upon the projected number of users for the City, an estimated use charge increase by \$7.05 per user per month, is recommended for proper debt coverage to service the DWSRF loan. The new average user rate is estimated to be \$35.55 per month, or \$426.65 annually. The projected household water rate is 0.57% of the City of Wahoo's current median household income of \$75,052 and is below the EPA's 2.5% upper level of water rate affordability. A final assessment of revenues and costs will be analyzed to determine the actual user charge adjustment as necessary, as the suggested increase targets this loan debt and does not factor in existing combined utility system debt and operation and maintenance costs.

ATTACHMENT E

Form of Opinion of Borrower's Counsel

[USE BORROWER'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Department of Water, Energy, and Environment
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: State Revolving Fund Program

To the Nebraska State Revolving Fund:

I have acted as **[Bond]** Counsel in connection with the execution and delivery by City of Wahoo (the "Borrower"), of an Agreement for Loan No. D311671 (the "Loan Agreement") between the Borrower and the Nebraska Department of Water, Energy, and Environment ("NDWEE") and the issuance of a promissory note (the "Note") by the Borrower to the NDWEE. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, I have examined the following:

- (a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO]**;
- (b) An executed counterpart of the Loan Agreement;
- (c) The executed Note; and
- (d) Such other documents as I deemed relevant and necessary in rendering this opinion.

As to questions of fact material to my opinion, I have relied upon the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing I am of the opinion that:

1. The Borrower is a village duly organized and validly existing under the laws of the State of Nebraska.
2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Agreement (the "Principal Amount") and to perform its obligations under the Loan Agreement and the Note.
4. The Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Principal Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating

to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant, where applicable, to Nebraska Revised State Statutes §§18-1803 through 18-1805; §§31-732, 31-739, and 31-740, and all other applicable statutes governing eligible municipalities, the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds.
6. The Borrower has obtained or made all approvals, authorizations, consents, or other actions of, and filings, registrations, or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Principal Amount pursuant to the Loan Agreement and the Note.

Very truly yours,

For Borrower's Legal/Bond Counsel:

A Form of Opinion of Borrower's Counsel is required for this loan agreement. Attachment E is NDWEE's recommended language and attestations with areas of blue to be changed. The letter should be on counsel's letterhead, if applicable, and must be signed by a counselor.

Signing of the letter can be done in one of two ways:

1) A signed letter is provided to the SRF Project Manager to insert and incorporate into the loan before document is electronically signed; or

2) Counsel can sign a prepared letter inserted into the loan agreement at the time of electronic signing. Please provide an unsigned letter to the SRF Project Manager to incorporate into the loan document, and the name and email of the signee. When the loan goes out for electronic signing, the NDWEE Director will sign the document; the loan will then automatically be sent to the Borrower for signature. Once signed, the loan will then automatically be sent to the attorney/bond counsel for final review and approval via signature.

Any questions, please contact the SRF Project Manager.

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF WAHOO, NEBRASKA

(continued)

Complete this section upon assignment of this Note to the NIFA.

Pursuant to the Pledge Agreement dated as of _____ as amended (the "Pledge Agreement"), by and between the NDWEE and the Nebraska Investment Finance Authority ("NIFA"), and the _____ dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee (the "Trustee"), the NDWEE hereby assigns, grants and conveys any and all of the NDWEE's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

NEBRASKA INVESTMENT FINANCE AUTHORITY

Attested by: **Note For Borrower:**

If there are no comments or corrections to be made to Attachment F: Promissory Note, please print page 13, sign, date, and seal (if applicable). Then mail in to:

**Nebraska Department of Water, Energy, and Environment
ATTN: SRF PROGRAM – Steve McNulty
245 Fallbrook Blvd., Suite 100
Lincoln, NE 68521**

Please leave the second page of Attachment F blank. This page only needs to be completed if the Nebraska Investment Finance Authority (NIFA) is appointed as a Trustee to the project.

ATTACHMENT I

ADDITIONAL DOCUMENTS

Attachment I.01 – Loan Forgiveness Form

Attachment I.02 – City Ordinance

Attachment I.01

LOAN FORGIVENESS AGREEMENT FORM

PART I

SRF LOAN FORGIVENESS AWARD

Pursuant to Neb. Rev. Stat. §71-5322(9) et. Seq., as amended, the NDWEE hereby offers the following Loan Forgiveness to the Borrower for the project as established by this Loan Agreement:

- (1) Loan Forgiveness. This Loan Agreement includes DWSRF Loan Forgiveness of up to 35.0% of the eligible Project Costs for water main improvements, up to a ceiling of one million, nine hundred ninety-five thousand dollars (\$1,995,000).**
- (2) Loan Forgiveness. This Loan Agreement includes DWSRF Loan Forgiveness of up to 38.47% of the eligible Project Costs for lead service line replacements, up to a ceiling of five hundred thousand, one hundred ten dollars (\$500,110).**
- (3) Lead Service Line Mechanical Inventory Grant. This Loan Agreement includes DWSRF Lead Service Line Mechanical Inventory Grant of up to 10.0% of the eligible Project Costs, up to a ceiling of one hundred thirty thousand dollars (\$130,000).**

This Loan Forgiveness is offered concurrent with this Loan Agreements Funds. Eligibility for such funds is made in accordance with the Federal Act, the state Act, Regulations, and the annual Intended Use Plan.

PART II

LOAN FORGIVENESS CERTIFICATION

If the Borrower is receiving Loan Forgiveness Funds, the Borrower certifies that as a condition of receipt of state allocations under this Loan Agreement, the following information is accurate and the Borrower agrees to the following statements and stipulations:

- (1) The Borrower is not considered a privately owned entity;
- (2) The Borrower has demonstrated serious financial hardship through the assessment and processes established in the related NDWEE's State Fiscal Year's (SFY) Intended Use Plan;
- (3) The Borrower's Median Household Income (MHI) as listed in the NDWEE's SFY's Intended Use Plan at the time of signing of this Loan Agreement is less than 120% of the State's MHI for that SFY.

PART III

LOAN FORGIVENESS CONDITIONS

- (1) The total award of all Loan Forgiveness cannot exceed seventy-five percent of the total amount of eligible Project Costs.
- (2) Application and distribution of all Subsidies will be done pursuant to the terms as established by the Loan Agreement.
- (3) The total subsidy amount may be changed by the NDWEE if the eligible project amount changes due to the project costs.

- (4) Violation or noncompliance of this Loan Agreement will result in annulment of all Loan Forgiveness and a demand that any disbursed Loan Forgiveness funds be returned to the State of Nebraska immediately.
- (5) If a Borrower receives any funding from any other funding source for costs paid for by this Loan Agreement, it will result in annulment of Loan Agreement Funds to the extent these costs are covered by the other funding. The Borrower will promptly notify the NDWEE and promptly repay loan and Loan Forgiveness funds issued by the NDWEE to the extent these costs are covered by the other funding.
- (6) Notice of annulment of any Loan Forgiveness shall be by registered mail, return receipt requested.
- (7) Additional changes to the Subsidies not specified in the stipulations herein shall be made through the amendment procedure as established by this Loan Agreement.

PART IV

ACCEPTANCE

In accepting this award, the Borrower agrees that:

- (1) The undersigned represents that they are duly authorized to act on behalf of the City of Wahoo, Nebraska;
- (2) The award is subject to the applicable provisions of §71-5322 et. seq., as amended, the Federal Act, and Regulations, and that acceptance of any payments constitutes an agreement by the Borrower that the amounts, if any, found by the state to have been overpaid, shall be refunded or credited in full to the State of Nebraska; and
- (3) If the Borrower receives funding from any source for any portion of the Project Costs for which a portion of the Loan Amount and Loan Forgiveness have been disbursed and is outstanding under this Loan Agreement, the recipient will notify the NDWEE immediately and such portion of the Loan Amount and Loan Forgiveness amount shall become immediately due and payable.

IN WITNESS THEREOF, the parties hereto agree to the information and stipulations herein.

CITY OF WAHOO, NEBRASKA

NEBRASKA DEPARTMENT OF WATER,
ENERGY, AND ENVIRONMENT

By _____ <small>(signature)</small>	By _____ <small>(signature)</small>
Title _____ <small>Mayor</small>	Title _____ <small>Director</small>
DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.	
Date _____	Date _____

CITY OF WAHOO, NEBRASKA

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF WAHOO, NEBRASKA AMENDING ORDINANCE NO. 2443 TO INCREASE THE MAXIMUM PRINCIPAL AMOUNT PERMITTED UNDER THE LOAN AGREEMENT FOR PROJECT NO. D311671 BETWEEN THE CITY AND NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT FROM \$5,700,000 TO \$7,000,000, TO ADD LEAD WATER SERVICE LINE REPLACEMENT TO THE PROJECT UNDER SUCH AGREEMENT; AUTHORIZING AN AMENDMENT TO SUCH LOAN AGREEMENT AND CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THERWITH; AND PROVIDING FOR PUBLICATIO OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM

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

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

A. The City Council has passed and approved Ordinance No. 2443, passed and approved by the Mayor and Council of the City on November 14, 2023, (the “**Loan Ordinance**”) authorizing the City to enter into a Loan Agreement for Project No. D311671 (the “**Original Water Loan Contract**”) with the Nebraska Department of Environment and Energy, which has changed its name and is now referred to as the Nebraska Department of Water, Energy, and Environment, (the “**NDWEE**”) in a principal amount of up to \$5,700,000 to pay the cost of certain improvements to the City’s drinking water system, as provided in the Loan Ordinance; and

B. The City and NDWEE have proposed to amend the Original Water Loan Contract to increase the principal amount permitted to be loaned thereunder from \$5,700,000 to \$7,200,000 for the purpose of paying the cost of replacing certain lead service lines which connect water mains of the City to building inlets, and have proposed an amendment to the Original Water Loan Agreement titled “Amendment No. 01 to Loan Agreement Between Nebraska Department of Water, Energy, and Environment and City of Wahoo, Nebraska” (the “**Water Loan Contract Amendment**”); and

C. The City has not issued any Parity Bonds (as defined in the Loan Ordinance) payable from the Revenues (as defined in the Loan Ordinance) since entering into the Original Water Loan Contract and delivering the bonds authorized by the Loan Ordinance; and

D. The City finds and determines as follows (capitalized terms in the following subparagraphs as defined in the Loan Ordinance):

(a) it is not in default in the payment of principal of or interest on the bonds authorized by the Loan Ordinance or any other Outstanding Bonds or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in the Loan Ordinance or any Parity Ordinance; and

(b) based on the most recent audited financial statement of the City, the Net Revenues Available for Debt Service derived by the City from the operation of the Combined Utilities, for the fiscal year of the Combined Utilities ended December 31, 2024, were equal to at least 125% of the Average Annual Debt Service with respect to all Combined Utility Revenue Bonds of the City, including the bonds authorized under the Loan Ordinance and the increased principal amount of obligations proposed to be authorized herein.

All other conditions, acts and things required by law to exist or to be done precedent to increasing the authorized principal amount of the bonds authorized in the Loan Ordinance do exist and have been done and performed in regular and due time as provided by law.

Section 2. Section 101 of the Loan Ordinance is hereby repealed and replaced with the following:

Section 101. Definitions of Words and Terms. In addition to the words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“**Act**” means Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended.

“**Average Annual Debt Service**” means the number determined by adding all of the principal and interest which will become due when computed to the absolute maturity of the Bonds and Parity Bonds, if any, then outstanding and all of the principal and interest of the Combined Utility Revenue Bonds to be issued, and dividing such total by the number of years remaining that the longest bond of any such Combined Utility Revenue Bonds (including the Combined Utility Revenue Bonds to be issued) has to run to maturity.

“**Bond Counsel**” means Gilmore & Bell, P.C., Omaha, Nebraska, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable at the Maturity thereof or on any Interest Payment Date.

“**Bond Register**” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“**Bonds**” or “**NDEE Notes**” or “**NDWEE Notes**” means, collectively, (a) the NDEE Water Note, issued as the City’s combined utility revenue bond in the form of and evidenced by a single promissory note with NDEE in substantially such form as set forth in Attachment F to the Water Loan Contract Amendment in the principal amount of \$7,200,000; and (b) the NDEE Sewer Note, issued as the City’s combined utility revenue bond in the form of and evidenced by a single promissory note with NDEE in substantially such form as set forth in Attachment F to the Sewer Loan Contract in the principal amount of \$4,674,000, all authorized and issued pursuant to this Ordinance.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for the conduct of its banking operations.

“**City**” means the City of Wahoo, Nebraska, and any successors or assigns.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Combined Utilities**” or “**Combined Utility System**” means, collectively, the Electric System, the Water System, the Sewer System and the Gas System of the City.

“**Combined Utility Revenue Bonds**” means collectively the Bonds, the Parity Bonds and all other revenue bonds which are payable out of, or secured by an interest in, the income and Revenues derived from the operation of the Combined Utilities.

“**Consultant**” means an independent engineer or engineering firm having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the City for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

“**Debt Service Fund**” means the fund by that name created by **Section 501** hereof.

“**Debt Service Requirements**” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on all Combined Utility Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company having full trust powers.

“**Debt Service Reserve Fund**” means the fund by that name created by **Section 501** hereof.

“**Defeasance Obligations**” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal or redemption price of and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

“Electric System” means the electric generating plant, electric distribution system, and the electric street lighting system, now serving the City and its inhabitants and others, together with all extensions and improvements thereto hereafter made or acquired by the City.

“Expenses” means all reasonable and necessary expenses of operation, maintenance and repair of the Combined Utilities and keeping the Combined Utilities in good repair and working order (other than interest paid on Combined Utility Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including, without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant’s reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the Combined Utilities, but shall exclude all general administrative expenses of the City not related to the operation of the Combined Utilities.

“Gas System” means the natural gas distribution system, now serving the City and its inhabitants and others, together with all extensions and improvements thereto hereafter made or acquired by the City.

“Insurance Consultant” means an individual or firm selected by the City qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the Combined Utilities and having a favorable reputation for skill and experience in making such surveys and recommendations.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Loan Contracts” means, collectively, the Water Loan Contract and the Sewer Loan Contract.

“Loan Ordinance” means Ordinance No. 2443, passed and approved by the Mayor and Council of the City on November 14, 2023.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether on a principal payment date as provided in the Loan Contracts, at the Stated Maturity thereof or call for optional or mandatory redemption or otherwise.

“NDWEE” or “NDEE” means the Nebraska Department of Water, Energy, and Environment, formerly known as the Nebraska Department of Environment and Energy.

“NDWEE Loan” or “NDEE Loan” means, collectively, the Water Loan and Sewer Loan.

“Net Revenues Available for Debt Service” means, for the period of determination, all Revenues less all Expenses as determined in accordance with generally accepted accounting principles.

“Ordinance” means the Loan Ordinance, as amended by this Ordinance Amendment, and as from time to time further amended in accordance with the terms of the Loan Ordinance.

“Ordinance Amendment” means this ordinance amending the Loan Ordinance.

“Original Water Loan Contract” means an agreement entitled “Loan Agreement (Governmental Borrower) between the Nebraska Department of Environment and Energy and City of Wahoo, Nebraska NDEE Project No. D311671”, between the NDWEE and City dated as of May 6, 2024.

“Outstanding” means, when used with reference to Bonds, as of any particular date, all Bonds theretofore issued and delivered hereunder, except the following Bonds:

(a) Bonds heretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1101** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

“Outstanding Bonds” shall have the meaning provided in the Findings and Determinations paragraphs of the Loan Ordinance.

“Parity Bonds” means the 2009 NDEQ Note, the 2020 Bonds and the 2023 Bonds, together with any additional parity bonds or other long-term obligations payable out of the net income and revenues of the Combined Utilities hereafter issued or incurred in accordance with the provisions of this Ordinance and standing on a parity and equality with the Bonds with respect to the payment of principal and interest out of the net income and Revenues of the Combined Utilities, so long as any such bonds remain outstanding and unpaid or until provision is made for the payment and defeasance of such bonds.

“Parity Ordinances” means the ordinances pursuant to which the Parity Bonds were issued, and this Ordinance, under which the outstanding Parity Bonds have been issued, and any other Ordinance under which any additional Parity Bonds are hereafter issued.

“Paying Agent” means the Treasurer of the City of Wahoo, Nebraska and any successors and assigns.

“Permitted Investments” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City’s money held in the funds referred to in **Section 501** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States of America or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States of America or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c) above, inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of money held in such funds or accounts under the laws of the State.

“Person” means any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” means the Sewer Project and the Water Project.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the

applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Revenue Fund” means the fund by that name created by **Section 501** hereof.

“Revenues” means all income and revenues derived from the operation of the Combined Utilities, including investment and rental income, net proceeds from business interruption insurance, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Combined Utility Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Sewer Loan” or **“NDEE Sewer Loan”** means the loan from NDWEE to the City pursuant to the Sewer Loan Contract in the maximum principal amount of \$4,674,000 and evidenced by the Sewer Note.

“Sewer Note” or **“NDEE Sewer Note”** means the “Note” described in the Sewer Loan Contract and attached to the Sewer Loan Contract as Exhibit F for the borrowed amount of up to \$4,674,000.

“Sewer Loan Contract” means an agreement entitled “Loan Agreement (Governmental Borrower) between the Nebraska Department of Environment and Energy and City of Wahoo, Nebraska NDEE Project No. C318047”, between the NDWEE and City dated as of May 6, 2024.

“Sewer Project” means a project designated as NDWEE Project No. C318047 relating to the acquisition, construction, improvement, repair, rehabilitation or extension of the City’s Sewer System, as described in the Sewer Loan Contract.

“Sewer System” means the entire wastewater treatment plant and facilities and sanitary sewer system owned and operated by the City for the collection, treatment and disposal of sewage, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

“State” means the State of Nebraska.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Surplus Fund” means the fund by that name created by **Section 501** hereof.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which

obligations are rated in the highest rating category by a nationally recognized rating service, and such obligations are held in a custodial or trust account for the benefit of the City.

“Water Loan” or **“NDEE Water Loan”** means the loan from NDWEE to the City pursuant to the Water Loan Contract in the maximum principal amount of \$7,200,000 and evidenced by the Water Note.

“Water Note” or **“NDEE Water Note”** means the “Note” described in the Water Loan Contract and attached to the Water Loan Contract Amendment as Exhibit F for the borrowed amount of up to \$7,200,000, which Note shall evidence, be and constitute the NDEE Water Note referred to in the Ordinance.

“Water Loan Contract” means the Original Water Loan Contract as amended by the Water Loan Contract Amendment.

“Water Loan Contract Amendment” means an amendment to the Original Water Loan Agreement titled “Amendment No. 01 to Loan Agreement Between Nebraska Department of Water, Energy, and Environment and City of Wahoo, Nebraska.”

“Water Project” means the project designated as NDWEE Project No. D311671 relating to the acquisition, construction, improvement, repair, rehabilitation or extension of the City’s Water System as described in the Water Loan Contract, and includes lead service line replacement as contemplated by the Water Loan Contract Amendment.

“Water System” means the entire waterworks plant and system owned and operated by the City for the production, storage, treatment and distribution of water, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

Section 3. Section 201 of the Loan Ordinance is hereby repealed and replaced with the following:

Section 201. Authorization of Bonds.

(a) To provide for the payment of the costs of the Project, the City entered into the Water Loan Contract in substantially the form set forth in **Exhibit A** to the Loan Ordinance, and the Sewer Loan Contract in substantially the form set forth in **Exhibit B** to the Loan Ordinance, which exhibits are by such references fully incorporated herein.

(b) To provide for the amendment to the Original Water Loan Contract, the City shall enter into the Water Loan Contract Amendment in substantially the form set forth in **Exhibit 1** to this Ordinance Amendment, which exhibit is by such reference fully incorporated herein.

(c) There shall be and there is hereby ordered issued the City’s Bonds as follows: (a) the Water Note, issued as the City’s combined utility revenue bond in the form of and evidenced by a single promissory note with NDWEE in substantially such form as set forth in Attachment F to the Water Loan Contract Amendment in the principal amount of \$7,200,000; and (b) the Sewer Note, issued as the City’s combined utility revenue bond in the form of and evidenced by a single promissory note with NWDEE in substantially such form as set forth in Attachment F to the Sewer Loan Contract in the principal amount of \$4,674,000. The Bonds shall have the payment

terms provided in the Loan Contracts.

(d) The terms and conditions of the Sewer Note, Water Note, the Loan Contracts and the Project are hereby approved and the Mayor, City Administrator and City Clerk are hereby authorized to execute and deliver the Water Note, Sewer Note and the Loan Contracts for and on behalf of the City in substantially the form approved but with such changes from the forms presented and attached hereto as such officers shall deem appropriate for and on behalf of the City.

(e) The Mayor, City Administrator and Clerk and any other officers of the City are hereby further authorized to take such further actions and to execute such certificates and other documents as shall be deemed necessary or appropriate by any of them in connection with the issuance and delivery of the Water Note, Sewer Note and the Loan Contracts.

(e) For all purposes of this ordinance, the Water Note and Sewer Note shall constitute revenue bonds of the City of Wahoo as authorized by Sections 18-1803 to 18-1805, R.R.S. Neb., as amended, and shall be included within the terms "bond" and "combined utility revenue bond" where such inclusion is appropriate.

Section 4. The officers of the City, including the Mayor and Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. The provisions of the Loan Ordinance are hereby confirmed in all respects, except to the extent modified or amended by the terms of this ordinance.

Section 6. This ordinance shall take effect and be in full force from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND ADOPTED: _____ 2025.

CITY OF WAHOO, NEBRASKA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Clerk

EXHIBIT 1 TO ORDINANCE
(FORM OF WATER LOAN CONTRACT AMENDMENT)



2120 S. 72nd Street, Suite 1000
Omaha, Nebraska 68124-2341

(402) 991-9450 / gilmorebell.com

Date: _____

City of Wahoo, Nebraska
Wahoo, Nebraska

Nebraska Department of Environment and Energy
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: State Revolving Fund Program

Re: \$7,200,000 City of Wahoo, Nebraska
Combined Utility Revenue Bond, Series 2023 (NDWEE Water Loan)

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the execution and delivery by, the City of Wahoo, in the State of Nebraska, a city of the second class, (the “Borrower”) of an amendment to Loan Agreement for Project No. D311671, dated as of May 6, 2024, (the “Original Loan Agreement”) executed by the Borrower and the Nebraska Department of Environment and Energy, now known as the Nebraska Department of Water, Energy, and Environment (“NDWEE”), which amendment is being executed in the form of Amendment No. 01 to Loan Agreement, (the “Amendment”; and the Original Loan Agreement as amended by the Amendment, the “Loan Agreement”) between the Borrower and NDWEE and the issuance of a promissory note in the maximum principal amount of \$7,200,000 (the “Replacement Note”) by the Borrower to the NDEE pursuant to the Loan Agreement, to replace the promissory note delivered in connection with the execution and delivery of the Original Loan Agreement. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, we have examined the following:

- (a) Certified copies of Ordinance No. 2443, as amended by Ordinance No. ____, passed and approved by the Mayor and City Council of the Borrower, authorizing the execution and delivery of the Loan Agreement and Note by the Borrower;
- (b) An executed counterpart of the Original Loan Agreement and the Amendment;
- (c) The executed Replacement Note; and
- (d) Such other documents as we deemed relevant and necessary in rendering this opinion.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing we are of the opinion that:

1. The Borrower is a city of the second class duly organized and validly existing under the laws of the State of Nebraska.

2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

3. The Borrower has the power and authority to enter into the Amendment, as an amendment to the Original Loan Agreement, to issue the Replacement Note, to borrow the entire principal amount provided for in the Replacement Note of \$7,200,000 (the "Loan Amount") and to perform its obligations under the Loan Agreement and the Replacement Note.

4. The Loan Agreement and the Replacement Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Loan Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant to Neb. Rev. Stat. §§18-1803 through 18-1805, the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Replacement Note and no other debt of the Borrower is secured by a superior lien on such funds.

6. The Borrower has obtained or made all approvals, authorizations, consents or other actions of, and filings, registrations or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Replacement Note and borrow the full Loan Amount pursuant to the Loan Agreement and the Replacement Note.

It is to be understood that the rights of the holder of the Note and the Loan Agreement and the priorities and enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, extension, compromise and other similar laws affecting creditors rights heretofore or hereafter enacted to the extent applicable and that their priorities and enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion letter, and the opinions expressed in it, are intended only for the benefit of the addressees identified on the first page hereof. No other person may rely on any opinion expressed without our prior written authorization.

Very truly yours,

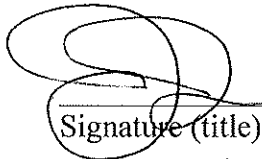
Gilmore & Bell, P.C.

By: _____
Name: Michael G. Rogers, Esq. (Nebraska Bar # 22142)
Title: Director

APPLICATION FOR HAULING – PAGE 2

STATEMENT OF COMPLIANCE

Company hereby acknowledges it has received a copy of Ordinance Nos. 2011, 2012, and 2208 certifies that it understands the provisions of Ordinance Nos. 2011, 2012, and 2208 as they relate to the handling, transportation, and disposal of Solid Waste, or any portion thereof. Furthermore, Company understands that all Solid Waste, or any portion thereof, collected by the undersigned must be delivered to a Solid Waste Facility as defined by said Ordinance. **FAILURE TO ABIDE BY THE APPLICABLE STATE STATUTES AND ORDINANCES OF THE CITY OF WAHOO SHALL RESULT IN THE REVOCATION OF YOUR RIGHT AND PRIVILEGE TO COLLECT SOLID WASTE, OR ANY PORTION THEREOF, FOR HIRE, WITHIN CITY.**

 District Manager Waste Connections of NE
Signature (title) Company Name (please print)

9/16/25 1200 Hamilton St
Date Company Address

Fremont, NE 68025
City, State, Zip

Company Toll-Free Telephone Number

THIS SECTION COMPLETED BY CITY STAFF

APPROVAL:

Approved this ____ day of _____, _____ by action of the Mayor and Council.

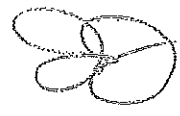
City Clerk

Expiration Date: _____

Upon approval by City Council, a copy of the signed Application for Hauling shall be returned to the applicant which shall serve as its Permit to Haul Conduct Solid Waste within the City of Wahoo, Nebraska.

Date returned to Application: _____

Signed: _____



INFORMATIONAL SHEET

Please complete and file with signed Application for Hauling

Company Name	Waste Connections of NE
Mailing Address	1200 Hamilton St. Fremont, NE 68025
Contact Person and Number (Include Toll Free number for customers)	Jamie Johnson 402-721-7511
Address/Location where trucks are parked/stored	1200 Hamilton St. Fremont, NE 68025
Location of Headquarters	3 Waterway Square Place Suite 110 The Woodlands, TX 77380
Intended Disposal Site (Attach copy of written agreement)	Butler County Landfill
Services Offered - Describe below or Attach Description	
Residential	See Attached
Yard Waste	
Group Dwelling Unit	
Recyclables	
Commercial	
Other	

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SOLID WASTE DISPOSAL AGREEMENT

SOLID WASTE DISPOSAL AGREEMENT dated as of January 1, 2008 between BUTLER COUNTY LANDFILL, INC., a Nebraska corporation and WASTE CONNECTIONS OF NEBRASKA, INC., A Delaware Corporation authorized to do business in Nebraska d/b/a WAHOO SANITATION ("WAHOO SANITATION").

RECITALS:

- (a) The Company is willing to own, operate and maintain the Landfill for disposing of Acceptable Waste, all in accordance with the terms and conditions hereof.
- (b) The Customer desires to provide for the disposal of all Acceptable Waste at the Landfill.

AGREEMENT:

In consideration of the foregoing recitals and the mutual obligations undertaken herein, the parties hereby agree as follows:

SECTION I - DEFINITIONS

1.01 Certain Definitions. Each of the capitalized terms used in this Agreement, unless otherwise expressly defined herein, shall have the meaning given to such terms as set forth below. Such meaning shall apply equally to all forms of such term.

"Acceptable Waste" means Municipal Solid Waste ("MSW") collected from Wahoo, Nebraska.

"Customer" means Wahoo Sanitation.

"Agreement" means this Solid Waste Disposal Agreement between the Company and the Customer, including any written amendments hereto.

"Company" means Butler County Landfill, Inc., a Nebraska corporation.

"Event of Default" has the meaning specified in Section 8.01 hereof.

"Hazardous Waste" means (i) any material or substance which, by reason of its composition or characteristics, is regulated as a toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C. Section 6901, et seq., Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. Section 2605(e), Nebraska Environmental Protection Act, Nebr. R.R.S. Section 81-1501, et seq., as either may be replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and any rules, regulations or policies

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SECTION 11 - CONDITIONS PRECEDENT

2.01. Conditions Precedent. The obligations and liabilities of the Company under this Agreement shall be subject to the satisfaction or waiver by the Company of each of the conditions precedent set forth as follows:

All applicable environmental licenses and other governmental permits, licenses and authorizations, related to the Landfill, remain in full force and effect and are renewed on terms and conditions acceptable to the Company, if they expire during the term of this Agreement.

2.02. Satisfaction of Conditions Precedent. The Company shall exercise good faith and due diligence in satisfying the foregoing conditions precedent and the Company shall give prompt notice to the Customer when such conditions precedent shall have been satisfied or waived in writing by the Company. If such conditions are not so satisfied or waived on or before the applicable date set forth in Section 2.01, then the Company may, by notice in writing to the Customer, terminate this Agreement.

SECTION III - REPRESENTATIONS

3.01. Representations - The Customer. The Customer represents and warrants that:

- (a) The Customer has the full power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance by the Customer (i) have the requisite approval of all governmental bodies, (ii) will not violate any judgment, order, law or regulation applicable to the Customer, and (iii) do not conflict with or constitute a default under any agreement or instrument to which the Customer is a party or by which the Customer may be bound or affected.
- (b) This Agreement has been duly authorized, executed and delivered by the Customer; and this Agreement constitutes the legal, valid and binding obligations of the Customer, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

3.2 Representation - The Company. The Company represents and warrants that:

- (a) The Company has the full power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance by the Company (i) have the requisite approval of all governmental bodies, (ii) will not violate any judgment, order, law or regulation applicable to the Company, and (iii) do not conflict with or constitute a default under any agreement or

Unacceptable Waste or Hazardous Waste delivered by the Customer and shall transport and dispose of such Unacceptable Waste or Hazardous Waste in accordance with applicable laws and regulations.

All activities of the Company with respect to such Unacceptable Waste or Hazardous Waste shall be as agent for the Customer.

The Customer shall reimburse the Company, on demand, for any reasonable costs incurred by the Company as a result of the delivery to the Landfill of Hazardous Waste from the Customer.

4.05 Measurement of Waste Deliveries. The Customer shall maintain and operate weighing facilities, at its facility, for the purpose of determining the Acceptable Waste tonnage delivered to the Landfill. The Customer shall maintain records, in a form reasonably satisfactory to the Company, which detail all deliveries of Solid Waste to the Landfill. The Customer shall make these records available to the Company at reasonable time and places. The Company will maintain records showing the weight and/or cubic yards, date, time and vehicle identification of each vehicle delivering Solid Waste to the Landfill. The Company shall make these records available to the Customer at reasonable times and places.

4.06 Landfill Operating Standards. The Company shall operate the Landfill in compliance with all applicable laws, including the requirements of its license, issued by the Nebraska Department of Environmental Quality.

SECTION V - PAYMENT

5.01 Payment. For each delivery of Acceptable Waste to the Landfill on behalf of the Customer, the Customer shall owe Company an amount to be agreed to between Customer and Company.

SECTION VI - DEFAULT, REMEDIES, INDEMNIFICATION AND INSURANCE

6.01 Events of Default. The following shall constitute Events of Default:

- (a) A party's failure to timely perform any material obligation under this Agreement.
- (b) (i) A party's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for any substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against a party under the laws of any jurisdiction, which proceeding has not been dismissed within thirty (30) days, or (iii) any action or answer by such party approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the



Comprehensive General Liability insurance of \$1 million per occurrence. The Company shall provide the Customer with a certificate evidencing such insurance.

SECTION VII - TERM AND TERMINATION

7.01 Term. Unless sooner terminated in accordance with the terms hereof, this Agreement shall continue in effect for an initial term of twenty (20) years beginning on the date first written above. This Agreement shall renew for subsequent terms of one (1) year, unless either party gives written notice, to the other party, at least thirty (30) days prior to the end of the initial term.

SECTION VIII - CONSTRUCTION AND OPERATION OF AGREEMENT

8.01 Relationship of the Parties. Except as otherwise expressly provided herein, the relationship of the Company to the Customer shall be that of independent contractor, and no party to this Agreement shall by virtue of this Agreement have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any party and nothing in this Agreement shall be deemed to constitute any party a joint venturer, partner, agent or legal representative of any other party or to create any fiduciary relationship between or among the parties. No person that is not a party to this Agreement shall be deemed to be a third party beneficiary to this Agreement.

8.02 Notices. Any notices or communications required or permitted hereunder shall be in writing and sufficiently given if delivered in person, by facsimile, or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the Company: Butler County Landfill, Inc.
Kelly Danielson
3588 R Road
David City, Nebraska 68632

If to the Customer: Wahoo Sanitation
Jon Blerd
10810 S. 144th Street
Omaha, NE 68138

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party.

8.03 Assignment. The Company may assign its transportation obligations hereunder to a third party. Except as provided herein, this Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Equipment List				
Truck#	Year	Type	Make	Plate #
Roll Off's				
2	2000	RO	FORD	05-1548A
101	2010	RO	Kenworth	05-9651A
102	1997	RO	Kenworth	05-5228B
103	2019	RO	Peterbuilt	05-437B
106	2013	RO	Mack	05-629A
107	2011	RO	Mack	05-9653A
109	2007	RO	Sterling	05-5037A
111	2020	RO	Kenworth	05-4510B
112	2023	RO	KENWORTH	05-7366B
114	2025	RO	Peterbuilt	05-964B
115	2025	RO	Kenworth	05-3171B
Automatic Side Loaders				
207	2013	ASL	Mack	05-9642A
208	2014	ASL	Mack	05-9645A
211	2019	ASL	Peterbuilt	05-3079A
212	2020	ASL	Peterbuilt	05-3928B
214	2021	ASL	Peterbuilt	05-4032B
215	2023	ASL	Peterbuilt	05-1323A
216	2023	ASL	Peterbuilt	05-1920B
Rear Load				
407	2016	REL	Freightliner	05-9652A
409	2020	REL	Peterbuilt	05-1550A
410	2024	REL	Freightliner	05-7913A
411	2024	REL	Freightliner	05-1345B
414	2017	REL	Peterbuilt	
452	2008	REL	Sterling	05-9657A
609	2012	REL	Freightliner	05-1579A
640	2015	REL	Freightliner	05-6321A
641	2015	REL	Freightliner	05-3168A
PICKUP				
11	2018	2500	DODGE	05-501B
Trailers				
514	2001	TLR	Carry On	5-X1792
518	2012	TLR	Carry On	XPT342



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Prop & Casualty Serv Inc. 3620 American River Drive Suite 125 Sacramento CA 95864	CONTACT NAME: PHONE (A/C No, Ext): _____ FAX (A/C No): _____ E-MAIL: _____ ADDRESS: wcnuscoirequest@nfp.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : ACE American Insurance Company	NAIC # 22667
INSURER B : Chubb Indemnity Insurance Company	12777
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 2088121063** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G49353066	8/1/2025	8/1/2026	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$2,000,000 GENERAL AGGREGATE \$ \$5,000,000 PRODUCTS - COMP/OP AGG \$ \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH10755517	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C72796573	8/1/2025	8/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,500,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,500,000 E.L. DISEASE - POLICY LIMIT \$ \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Wahoo Attn: Christina Fasel 605 N. Broadway St. Wahoo, NE 68066	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Waste Connections of Nebraska, Inc.
 1200 Hamilton St, Fremont, Nebraska 68025
 P:(402) 721-7511 F:(402) 721-3695

CUSTOMER SERVICE AGREEMENT
 #01753208

SERVICE LOCATION

Customer Name	
Address	
City, State, Zip	
Contact	
Phone	
Email	

BILLING INFORMATION

Customer Name	
Address	
City, State, Zip	
Contact	
Phone	
Email	

SERVICES AND RATES

Effective Date: 10/1/2025

Type	Quantity	Bin Size	Service Frequency	Service Type	Price

PAYMENT TERMS

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS.** State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.


The service agreement is for 60 months and the renewal period is for 60 months.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CUSTOMER

Authorized Signature	
Printed Name	
Title	Date (MM/DD/YYYY) 09/15/2025

REPRESENTATIVE

Jamie Johnson District Manager Waste Connections of Nebraska, Inc.	 <small>WASTE CONNECTIONS</small>
P: (402) 721-7511 M: +1 4027190074 @: jamiej@wenx.org	

**ARTICLE I
SERVICES RENDERED**

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

**ARTICLE II
TERM**

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS 60 MONTHS FROM THE EFFECTIVE SERVICE DATE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, WHICH IS THE DATE CONTRACTOR'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION OR SERVICE UNDER THIS AGREEMENT COMMENCES, WHICHEVER IS EARLIER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 60 MONTHS TERMS (EACH A "RENEWAL TERM" AND TOGETHER WITH THE INITIAL TERM, THE "TERM") THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, CUSTOMER AGREES THAT IT SHALL NOT PROVIDE ANY SUCH NOTICE OF TERMINATION IF CONTRACTOR MEETS COMPETITIVE OFFERS MADE BY THIRD PARTIES IN WRITING FOR SIMILAR SERVICES AFTER CONTRACTOR'S REVIEW THEREOF PURSUANT TO ARTICLE XIII BELOW.

**ARTICLE III
WASTE MATERIALS**

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations, or any material that Contractor determines causes or could cause damage to Contractor's trucks or equipment or create a risk of injury ("Excluded Waste"). Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be resalable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

**ARTICLE IV
TITLE**

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer. Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

**ARTICLE V
PAYMENTS**

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Contractor, in its sole and absolute discretion, may agree to participate in a vendor compliance management or billing system of Customer's choosing, provided that Customer pays or refunds Contractor for all fees associated with Contractor's use of such system. For certainty, if Contractor is found to be out of compliance under any such system, such noncompliance shall not constitute a breach by Contractor of this Agreement, which shall remain valid, enforceable and binding on the parties hereto. Payments shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

**ARTICLE VI
RATE ADJUSTMENTS**

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article, the parties agree that this Agreement as so adjusted will continue in full force and effect. Customer acknowledges and agrees that adjustments to the Charges might not be directly associated with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis.

**ARTICLE VII
SERVICE CHANGES AND AMENDMENTS**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

**ARTICLE VIII
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customer shall pay additional charges each time that a container is overloaded (by weight or volume). Customer shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and any other on-site devices provided by Contractor.

**ARTICLE IX
DAMAGE TO PAVEMENT**

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

**ARTICLE X
EARLY TERMINATION; LIQUIDATED DAMAGES**

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment) (any such instance is referred to herein as an "Early Termination"), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term; or (c) if the Term has not yet run for six (6) months, then (a) and (b) shall not apply and the liquidated damages shall be the monthly Charges specified in this Agreement multiplied by six (6). Notwithstanding the foregoing, if Customer suspended Contractor's collection services or reduced the frequency of Contractor's collection services by 50% or greater during the most recent six (6) month period, then Contractor may calculate liquidated damages using the average of Customer's six (6) monthly charges prior to the suspension or reduction in services, instead of Customer's most recent six (6) monthly charges. Customer expressly acknowledges that in the event of an Early Termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the Early Termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement. If Contractor purchased or leased equipment specifically for Customer's use (e.g., compactor, etc.), then, upon an Early Termination, the Customer shall owe Contractor separate damages relating to Contractor's purchase or lease of such equipment, in addition to the liquidated damages described herein.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall not move or allow any third party to move Contractor's equipment during the thirty (30) day period and any time prior thereto, within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period and all times prior thereto. This Article shall survive the termination or expiration of this Agreement.

**ARTICLE XI
BREACH, SUSPENSION AND TERMINATION FOR CAUSE**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII
ASSIGNMENT**

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

**ARTICLE XIII
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL**

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall thereafter be bound by the terms of such offer. If Customer fails to comply with these right of first refusal provisions in any instance, then Customer shall pay to Contractor all resulting damages incurred by Contractor, including, without limitation, lost profits.

**ARTICLE XIV
EXCUSED PERFORMANCE**

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

**ARTICLE XV
BINDING EFFECT**

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

**ARTICLE XVI
ATTORNEYS' FEES**

In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon), or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

**ARTICLE XVII
ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL**

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that the agreement to arbitrate in Article XVIII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI and XVII.

**ARTICLE XVIII
BINDING ARBITRATION AND CLASS ACTION WAIVER**

Except for Excluded Claims (as defined below), any disputes, controversies or claims arising out of or relating to this Agreement or any prior agreement between the parties hereto, the breach of such agreement(s), or any amounts paid or invoiced between the parties, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages under this Agreement or any prior agreements between the parties; (C) Contractor's pursuit of any claims or relief relating to the provisions in Articles VIII and/or X or any similar provisions in any prior agreements between the parties, and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII or any similar provision in any prior agreements between the parties. This agreement to arbitrate is governed by the Federal Arbitration Act.

THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY NATURE, WHETHER IN ARBITRATION OR OTHERWISE AND WHETHER RELATING TO THIS AGREEMENT OR OTHERWISE, MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING. ACCORDINGLY, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO ANY DISPUTES, CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES.

Notwithstanding anything to the contrary herein or in the Rules, any interpretation or adjudication related to this Article shall be done by a court, not an arbitrator.

**ARTICLE XIX
CUSTOMER MASTER SERVICE AGREEMENTS**

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.

Sept 15, 2025

City of Wahoo
605 N. Broadway
Wahoo, NE 68066

RE: Application for Waste Hauling

Services Offered:

Residential trash and yard waste collections are available on a once per week service schedule. Commercial/Group Dwellings services range from a 96-gallon cart to an 8-yard commercial container with multiple pickups per week. Residential curb side recycling is available, and customers are provided with a special 96-gallon container as well, these containers are emptied on every other week basis. Recycling services for commercial customers are available as needed with specifics to be determined by the vendor and the city collectively. Roll off service is also available for industrial customers or for construction projects as needed.

Rate Schedule:

Residential Service:

Trash - \$26.00 per month for one 96-gallon cart picked up weekly

Trash - \$23.00 per month for one 96-gallon cart picked up every other week

Recycling, curbside - \$26.00 per month picked up every other week

Commercial, Group Dwellings, etc.:

Waste service provided in containers ranges from 96 gallon to a 40 yard roll off. Pricing is contingent upon location, volume, weight, service levels and materials to be disposed of.

All rates are subject to possible fees and surcharges such as, but are not limited to extra pick-up charges, environmental fees, fuel and material surcharges, lock changes and administrative fees.

Contract for service provided:

Enclosed is a copy of our Standard Service Agreement for your review. This agreement is standard for all Waste Connections Inc.'s commercial customers.

As you can see the back of the agreement under "2 Terms" states our cancellation policy and terms.

Residential customers have no service agreement and can begin or cancel service at any time. A brochure will be delivered to all Waste Connections customers upon request explaining what items are accepted and the holiday schedule. A calendar for every other week's customers is also available on request.

Summary of Volume (2024-2025):

Waste Tons – 1309.54

Recycling Tons – 82.59

**APPLICATION FOR HAULING
OF SOLID WASTE WITHIN CITY OF WAHOO**

On February 19, 2009 and December 22, 2015, the Mayor and Council of the City of Wahoo, Nebraska, adopted Ordinance Nos. 2011, 2012, and 2208, a combined copy of which is attached. Pursuant to said Ordinance, the undersigned, hereinafter called Company, hereby applies for the right and privilege to collect, for hire, Solid Waste, or any portion thereof, from one or more persons located within City, defined as Residential Unit, Group Dwelling Unit, Commercial Unit, and/or Municipal Unit. In support of this Application, Company submits the following:

- Completed Application for Hauling, with acknowledgement of receipt of regulating Ordinance and Statement of Compliance, signed by Company (**PAGE 2**)
- Information Sheet (**PAGE 3**)
- Copy of agreement with licensed landfill (As required on **PAGE 3**)
- Schedule of Tariffs for all services provided (on forms provided) (**PAGE 4**)
- List of vehicles that will be used to collect solid waste (**PAGE 5**)
- Certificate of Insurance as required in Ordinance
- \$200 non-refundable Permit Hauler's Application Fee (Cash Receipt # _____, Date: _____)
- Copy of standard contracts for services provided
- Copy of policies and procedures of Company that will be followed, including cancellation procedures, which will be submitted to customers
- Written summary of volume of all waste collected and disposed of and / or recycled for past year.

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2025) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

**SIGNING OF THE
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
2025**

Resolution No. 2025-13

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2025) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2025**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City Village of _____
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Signature of Mayor Village Board Chairperson (Required)

(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by **October 31, 2025 to:**

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509

