

WAHOO CITY COUNCIL AGENDA
Tuesday, March 10, 2026 - 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, 637 N Maple St, 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. Street Department - Joe Wynn

Consent Agenda

1. Acceptance of excused absence of Mayor or Council member(s)
2. Approval of the February 24, 2026 minutes of the City Council
3. Approval of claims
4. Approval of new job descriptions and associated pay scales for the following positions: Natural Gas Distribution Assistant Supervisor, Assistant Electric Line Supervisor, and Water/Wastewater Construction Supervisor; authorization to open the positions to internal candidates prior to opening to external candidates

Public hearing and associated action items

1. Approval of a final plat for the replat of Lots 51 and 52 North Highlands Subdivision.

Action items not requiring a public hearing

1. Approval of interlocal agreement template for mosquito control by the City of Wahoo for various villages for 2026
2. Approval of an audit waiver for Wahoo Public Building and Grounds Association for FY ending 12/31/2025
3. Authorize Mayor to sign Certificate of Substantial Completion for the Elm Street Cul-de-Sac project, and accept the project into the City of Wahoo system
4. Approval of keno agreement with Four Sons Keno (current operator) to operate keno in Wahoo, providing a five-year agreement, with an additional five-year extension option

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

JEO Project Status Report

To: City of Wahoo: Melissa Harrell, City Administrator

Christina Fasel, City Clerk



Date: **March 2, 2026**

Prepared By: Steve Parr

JEO #	Project	Funding Source #	Status	JEO Action	City Action	Schedule
141219 Jon Mooberry	Wahoo Elementary SRTS	State/Local	Project closeout	Coordinate project closeout w/NDOT	None	TBD
230967 Brent Ciecior	Wahoo	Local	Design - 30% plans completed and sent to the city.	None	None	
171859/150096 Jon Mooberry	Chestnut Street Lighting 14 th Street to Highway 77	Local	Project completed.	None	None	Street lighting under 3-year warranty maintenance bond through 2/14/2026
231282.01 Patrick Hartman	Urban Drainage Evaluation Phase 2	Local	Final Report sent to the city for review	None	None	Project complete pending comments
241784 Andrea Gebhart	City Facilities Planning – Education and Outreach	Local	Content development	None	None	Information campaign through Spring 2026.
241435 Ryan Hier	Library Addition	Local	Bids have been received. Library Foundation Board approved \$1.6 million dollar project. Project construction	None	None	November 2026 completion
090184 Isaac Kreikeier	Task Order 19	Local	Project setup	None	None	Completion April 2026
090184 Isaac Kreikeimeier	Task Order 20	Local	Concept 95% complete and cost opinion.	Coordinate a meeting w/City to review concept and cost opinion.	Coordinate and attend meeting w/JEO to review concept and cost opinion.	Completion March 2026, depending on meeting w/City

25076 Ryan Hier	Public Safety Building Concept Design	Local	Project kickoff meeting on 2/11/2026. Concept design is underway	None	None	Complete concept design by April/May 2026
251998 Kristen Ohnoutka	Downtown Revitalization Plan	State/Local	Prepare Agreement when requested by the city.	None	None	TBD

Note: Items in Red are new from previous report.

Wahoo Street/Cemetery Department Report

3-10-2026

Winter Storm Review 25/26

11-29/30-25

100-employee hours
202 gal. fuel
51 tons of salt/sand
300 tons of snow loaded/hailed

12-28-25

6 employee hours
10 gal. fuel
3 tons of salt/sand

1-2-26

10 employee hours
20 gal. fuel
22 tons of salt/sand

1-24-26

5 employee hours
10 gal. fuel
12 tons of salt/sand

1-29-26

3 employee hours
2 gal. fuel
2 tons of salt/sand

2-19/20-26

151 employee hours
210 gal. fuel
45 tons salt/sand
330 tons of snow loaded/hailed

Spring Clean-up

- Street Sweeping, Inlet Cleaning, Potholes
- Unimproved road repairs & alley maintenance
- Inspecting open drainage areas for proper drainage

Tree Dump

- Spring Installation of new entry gate
- We will be looking into new surveillance (camera) system
- On-going issue of prohibited materials being dumped.

*Reminder to the public, per state regulations the tree dump is intended for tree debris only.

No processed/treated lumber, trash, or construction debris.

Leaf debris is not allowed to be burned by a municipality per state regulation. The City of Wahoo allows the public to dump their leaf debris into a separate pile that gets spread on the city farm fields. Please ensure all leaf debris is trash free.

Sign Maintenance

- Crews will be replacing outdated, damaged and non -reflective signage.

Cemetery clean-up March 1st through March 10th

- Removal of fall/winter memorials
- Land Maintenance>Tree trimming, Stump grinding (19 total) Picking up leaves, cleaning around headstones, cleaning out flower beds and under hedges.
- Road maintenance> grading and leveling the roads.
- Filling in low spots and putting down grass seed.

***Cemetery Supervisor** position is currently still open, we have been conducting interviews with qualified candidates as they apply, we have set the bar high for this position as we believe we must have the right fit to reach the bar of excellence we are looking for.

***Part-time seasonal** positions are also open to assist with cemetery maintenance duties.

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: Present, Stuart Krejci: Absent, Patrick Nagle: Absent, Chris Rappl: Present, Shane Sweet: Present, Carl Warford: Present.

City Administrator Harrell noted that the Build Grant application had been submitted.

City Council Member Warford motioned, and City Council Member Sweet seconded to approve the consent agenda which included Acceptance of excused absence of Patrick Nagle and Stuart Krejci, approval of the February 10, 2026, minutes of the City Council, approval of the following claims:

BLD - Eddie Lawn Service \$500.00, Jackson \$27.86, Mead Signs \$52.50,
EDU – NPZA \$235.00, Wonderful Life Project \$230.23,
EQU – Hometown Leasing \$83.00,
LIB - Cengage Group \$168.88, Center Point \$29.96, Paraclete Press \$10.19,
MISC - Cardio Partners \$8,017.96, Wahoo Utilities \$818.89,
PAR – Prairie Mechanical \$10,719.00,
PRO – BMG \$20,000.00,
PUB – Wahoo Newspaper \$402.73,
SUP – Amazon \$202.99, Bomgaars \$130.44, Simon's \$26.98,
UTL – Charter \$294.98, Omaha Public Power \$89.07,
VEH – Ryan’s repairs \$68.75.

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

City Council Member Ideus motioned, and City Council Member Rappl seconded to Authorize Mayor and Clerk to sign the necessary documents to meet the special conditions required, prior to receiving the grant agreement from NDED for CDBG #25-PP-12, the Downtown Revitalization Grant. Roll call vote Ideus: yes, Krejci: Absent and not voting, Nagle: Absent and not voting, Rappl: yes, Sweet: yes, Warford: yes. Motion carried.

City Council Member Sweet motioned, and City Council Member Warford seconded to approve local borrowing for the purchase of street trucks that were approved at the Feb 10, 2026, City Council meeting. Roll call vote Ideus: yes, Krejci: Absent and not voting, Nagle: Absent and not voting, Rappl: yes, Sweet: yes, Warford: yes. Motion carried.

City Council Member Warford motioned, and City Council Member Ideus seconded to approve the City

of Wahoo audited financial statement for FY 2023-24. Roll call vote Ideus: yes, Krejci: Absent and not voting, Nagle: Absent and not voting, Rappl: yes, Sweet: yes, Warford: yes. Motion carried.

City Council Member Warford motioned, and City Council Member Ideus seconded to table the approval of an audit waiver for Wahoo Public Building and Grounds Association for FY ending 12/31/2025. Roll call vote Ideus: yes, Krejci: Absent and not voting, Nagle: Absent and not voting, Rappl: yes, Sweet: yes, Warford: yes. Motion carried.

City Council Member Ideus motioned, and City Council Member Warford seconded to table the approval of a Keno agreement. Roll call vote Ideus: yes, Krejci: Absent and not voting, Nagle: Absent and not voting, Rappl: yes, Sweet: yes, Warford: yes. Motion carried.

City Council Member Warford motioned, and City Council Member Ideus seconded to approve a Joint Pole Use Agreement with Windstream. Roll call vote Ideus: yes, Krejci: Absent and not voting, Nagle: Absent and not voting, Rappl: yes, Sweet: yes, Warford: yes. Motion carried.

Rappl spoke to the cemetery meeting that was held prior to the City Council meeting.

Warford asked the street committee to review the no overnight parking in the downtown area.

The meeting was adjourned at 7:15 pm

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						
101-01-142.600 DUE FROM OTHER FUNDS						
101-01-142.600 DUE FROM OTHER FUNDS	PSP Solutions, LLC	balance of labor to install new firewalls	009350-2	01/30/2026	268.33	.00
Total 101-01-142.600 DUE FROM OTHER FUNDS:					268.33	.00
101-01-550.000 RENTS-LAND/BLDGS/EQUIP						
101-01-550.000 RENTS-LAND/BLDGS/EQUIP	First Interstate Bank	Monthly lease payment for City Hall - April 2026	4126	03/01/2026	1,600.00	.00
Total 101-01-550.000 RENTS-LAND/BLDGS/EQUIP:					1,600.00	.00
101-01-550.310 MATERIALS & SUPPLIES						
101-01-550.310 MATERIALS & SUPPLIES	Quill Corporation	4 cartons printer paper	47931975	02/25/2026	159.96	.00
Total 101-01-550.310 MATERIALS & SUPPLIES:					159.96	.00
101-01-550.315 GAS & DIESEL - REIMBURSEABLE						
101-01-550.315 GAS & DIESEL - REIMBURSEABLE	Breunig Supply Co.	1298 gal unleaded @ 2.79 per/gal	2104	02/12/2026	3,383.89	.00
101-01-550.315 GAS & DIESEL - REIMBURSEABLE	Breunig Supply Co.	764 gal unleaded @ 3.02per/gal	2104	02/12/2026	2,307.28	.00
Total 101-01-550.315 GAS & DIESEL - REIMBURSEABLE:					5,691.17	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Paper Tiger Shredding	Paper shredding	232880	02/28/2026	35.00	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly Phone Split March 2026	82869	03/01/2026	38.40	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #783729194-00001 City Admin phone	6136549410	02/20/2026	40.05	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	605 N Broadway utilities	MARCH2026	03/04/2026	748.31	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	017- downtown cans	7540508T054	03/01/2026	49.95	.00
Total 101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					911.71	.00
101-01-554.630 BUILDING MAINTENANCE						
101-01-554.630 BUILDING MAINTENANCE	Simons Home Store	boards for storage	A329449	01/29/2026	26.98	.00
101-01-554.630 BUILDING MAINTENANCE	Waste Connections of NE,	003 - 608 W Linden	7540508T054	03/01/2026	17.09	.00
Total 101-01-554.630 BUILDING MAINTENANCE:					44.07	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	balance of labor to install new firewalls	009350-2	01/30/2026	268.33	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Computer Maint/Security March 2026	82869	03/01/2026	234.00	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Email subscriptions March 2026	82869	03/01/2026	136.20	.00
Total 101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					638.53	.00
101-01-923.010 CONSULTANTS-ATTORNEYS						
101-01-923.010 CONSULTANTS-ATTORNEYS	Bromm, Lindahl, Freeman-	Nordstrom	386	02/09/2026	280.00	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
CONSULTANTS-ATTORNEYS	Bromm, Lindahl, Freeman-	Heistman Claim	386	02/09/2026	160.00	.00
101-01-923.010 CONSULTANTS-ATTORNEYS	Bromm, Lindahl, Freeman-	Jelinek special assessment	386	02/09/2026	60.00	.00
Total 101-01-923.010 CONSULTANTS-ATTORNEYS:					500.00	.00
Total GENERAL FUND:					9,813.77	.00
POLICE FUND						
102-01-550.310 MATERIALS & SUPPLIES						
102-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	light blub	A331591	02/27/2026	15.99	.00
Total 102-01-550.310 MATERIALS & SUPPLIES:					15.99	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	AT&T Mobility	Department Issued Phones	287360387910	02/03/2026	246.94	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly Phone Split March 2026	82869	03/01/2026	72.60	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	216 W 3rd Street utilities	MARCH2026	03/04/2026	405.89	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	002 - 216 W 3rd - PD	7540508T054	03/01/2026	17.09	.00
Total 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					742.52	.00
102-01-550.410 EDUCATION & TRAINING EXPENSE						
102-01-550.410 EDUCATION & TRAINING EXPENSE	Benchmark Government S	meals for training - Jonas	23439	02/06/2026	379.55	.00
102-01-550.410 EDUCATION & TRAINING EXPENSE	Nebraska Law Enforcemen	Jonas training	16318	02/18/2026	175.00	.00
Total 102-01-550.410 EDUCATION & TRAINING EXPENSE:					554.55	.00
102-01-550.990 OTHER MISC. OPERATING EXPENSE						
102-01-550.990 OTHER MISC. OPERATING EXPENSE	Critical Hire	Pre-Hire Eval for applicant	22326	02/23/2026	25.00	.00
Total 102-01-550.990 OTHER MISC. OPERATING EXPENSE:					25.00	.00
102-01-554.640 CAR/TRUCK MAINTENANCE						
102-01-554.640 CAR/TRUCK MAINTENANCE	O'Reilly Automotive, Inc.	wiper fluid	5646-325045	02/19/2026	8.52	.00
102-01-554.640 CAR/TRUCK MAINTENANCE	Sid Dillon Chevrolet	oil change	9FCS1460916	02/13/2026	97.38	.00
102-01-554.640 CAR/TRUCK MAINTENANCE	Woit Auto Body Inc	vehicle repair	3664	02/19/2026	104.49	.00
Total 102-01-554.640 CAR/TRUCK MAINTENANCE:					210.39	.00
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Nebraska State Patrol	2026 MACH licenses	1515090	02/26/2026	538.25	.00
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	balance of labor to install new firewalls	009350-2	01/30/2026	268.34	.00
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Computer Maint/Security March 2026	82869	03/01/2026	396.00	.00
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	business supscriptions March 2026	83046	03/01/2026	122.40	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					1,324.99	.00
102-01-940.740 STRUCTURES, BLDG & IMPROV.						
102-01-940.740 STRUCTURES, BLDG & IMPROV.	Creighton Power & Commu	supply and install 2 physical WiFi units	1665	02/22/2026	290.00	.00
102-01-940.740 STRUCTURES, BLDG & IMPROV.	Hancock Construction, Inc.	install new door and electronic strike plate	1494	02/16/2026	4,350.00	.00
102-01-940.740 STRUCTURES, BLDG & IMPROV.	Mead Signs	acrylic face with translucent print to fit existing sing can	3233	01/28/2026	500.00	.00
102-01-940.740 STRUCTURES, BLDG & IMPROV.	Richard M. Lawver	unlock and replace lock records room	1488	02/20/2026	55.00	.00
Total 102-01-940.740 STRUCTURES, BLDG & IMPROV.:					5,195.00	.00
Total POLICE FUND:					8,068.44	.00
STREET FUND						
103-01-550.310 MATERIALS & SUPPLIES						
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	cleaner	27385671	02/11/2026	8.69	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	Shop towel, hardware	27385834	02/12/2026	17.07	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	hose	27386283	02/13/2026	6.98	.00
103-01-550.310 MATERIALS & SUPPLIES	Michael Todd & Company, I	green sewer marking paint	22615	02/12/2026	142.80	.00
103-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	shop supplies	A330061	02/06/2026	26.53	.00
103-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	Decal numbers	A331547	02/27/2026	17.96	.00
103-01-550.310 MATERIALS & SUPPLIES	Wahoo Auto Parts LLC	electric grease	5398-316151	02/24/2026	9.39	.00
Total 103-01-550.310 MATERIALS & SUPPLIES:					229.42	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Butler Public Power District	Walking Trail Tunnel Lt	MARCH2026	03/05/2026	39.67	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Charter Communications	Acct #156543701 Street Dept internet	156543701021	02/14/2026	150.00	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly Phone Split March 2026	82869	03/01/2026	12.80	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #783729194-00001 Street Dept phone	6136549410	02/20/2026	40.05	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #783729194-00002 - Tablets (7) 1/21/26-2/20-26	78379194-000	02/20/2026	140.14	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Service Center Utilities	MARCH2026	03/04/2026	1,219.88	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	007-316 W A - Street Dept	7540508T054	03/01/2026	101.71	.00
Total 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					1,704.25	.00
103-01-550.490 DIGGER'S HOTLINE EXPENSE						
103-01-550.490 DIGGER'S HOTLINE EXPENSE	One Call Concepts	locate tickets	6020233	02/28/2026	11.44	.00
Total 103-01-550.490 DIGGER'S HOTLINE EXPENSE:					11.44	.00
103-01-550.510 ASPHALT/GRAVEL/CONCRETE						
103-01-550.510 ASPHALT/GRAVEL/CONCRETE	Pavers Inc.	Cold patch asphalt 4.75 ton	112287	02/16/2026	793.25	.00
Total 103-01-550.510 ASPHALT/GRAVEL/CONCRETE:					793.25	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
103-01-554.640 CAR/TRUCK MAINTENANCE						
103-01-554.640 CAR/TRUCK MAINTENANCE	Wahoo Auto Parts LLC	Oil filter	5398-315843	02/13/2026	4.65	.00
Total 103-01-554.640 CAR/TRUCK MAINTENANCE:					4.65	.00
103-01-554.650 EQUIPMENT MAINTENANCE						
103-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	pick tool for patch machine	27385296	02/10/2026	48.98	.00
103-01-554.650 EQUIPMENT MAINTENANCE	OUTDOOR POWER GRO	snow plow cutting edges	369444	10/17/2025	2,777.82	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Saunders Co. Tire, LLC	o ring - john deere loader	131990	01/15/2026	60.00	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Wahoo Auto Parts LLC	new batteries sky jack scissor lift	5398-315599	02/06/2026	576.56	.00
Total 103-01-554.650 EQUIPMENT MAINTENANCE:					3,463.36	.00
103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE						
103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Computer Maint/Security March 2026	82869	03/01/2026	78.00	.00
103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Email subscriptions March 2026	82869	03/01/2026	87.80	.00
Total 103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE:					165.80	.00
103-01-554.670 SIGN MAINTENANCE						
103-01-554.670 SIGN MAINTENANCE	Newman Signs Inc.	2026 sign order	TRFORD06741	02/27/2026	3,960.13	.00
Total 103-01-554.670 SIGN MAINTENANCE:					3,960.13	.00
103-01-923.020 CONSULTANTS-ENGINEERING						
103-01-923.020 CONSULTANTS-ENGINEERING	Felsburg Holt & Ullevig	Highway 77 Development Traffic Analysis update 12/1/25-1/30/26	47274	02/12/2026	3,750.00	.00
103-01-923.020 CONSULTANTS-ENGINEERING	Felsburg Holt & Ullevig	Wahoo BUILD Grant BCA Support 1/1/26-1/30/26	47275	02/12/2026	5,000.00	.00
Total 103-01-923.020 CONSULTANTS-ENGINEERING:					8,750.00	.00
103-01-940.710 VEHICLES						
103-01-940.710 VEHICLES	Petterbilt of Council Bluffs	payment towards purchase of 2 2025 peterbilt 548	1	03/03/2026	100,000.00	100,000.00
Total 103-01-940.710 VEHICLES:					100,000.00	100,000.00
103-01-940.740 STRUCTURES, BLDG & IMPROV.						
103-01-940.740 STRUCTURES, BLDG & IMPROV.	Bomgaars	Sink tube	27385943	02/12/2026	21.97	.00
103-01-940.740 STRUCTURES, BLDG & IMPROV.	Simons Home Store	carpert glue	A329680	02/02/2026	18.99	.00
103-01-940.740 STRUCTURES, BLDG & IMPROV.	Simons Home Store	shop bathroom	A329811	02/03/2026	155.61	.00
103-01-940.740 STRUCTURES, BLDG & IMPROV.	Simons Home Store	Shop bathroom	A330038	02/06/2026	99.97	.00
103-01-940.740 STRUCTURES, BLDG & IMPROV.	Simons Home Store	shop maint	A330367	02/11/2026	138.71	.00
103-01-940.740 STRUCTURES, BLDG & IMPROV.	Simons Home Store	shop maint	A330499	02/12/2026	3.78	.00
103-01-940.740 STRUCTURES, BLDG & IMPROV.	Simons Home Store	water line crimp rings	A330559	02/13/2026	21.48	.00
Total 103-01-940.740 STRUCTURES, BLDG & IMPROV.:					460.51	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
103-09-550.360 UTILITIES-ELEC./TELE./GARBAGE						
103-09-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Street Lights	MARCH2026	03/04/2026	1,551.76	.00
Total 103-09-550.360 UTILITIES-ELEC./TELE./GARBAGE:					1,551.76	.00
Total STREET FUND:					121,094.57	100,000.00
CEMETERY FUND						
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #783729194-00001 Cemetery phone	6136549410	02/20/2026	48.00	.00
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	016-Sunrise Cemetery	7540508T054	03/01/2026	17.09	.00
Total 104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					65.09	.00
104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Email subscriptions March 2026	82869	03/01/2026	15.00	.00
Total 104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					15.00	.00
Total CEMETERY FUND:					80.09	.00
PARKS & RECREATION FUND						
105-01-142.600 DUE FROM OTHER FUNDS						
105-01-142.600 DUE FROM OTHER FUNDS	PSP Solutions, LLC	Computer Maint/Security March 2026	82869	03/01/2026	24.00	.00
105-01-142.600 DUE FROM OTHER FUNDS	PSP Solutions, LLC	Email subscriptions March 2026	82869	03/01/2026	103.20	.00
Total 105-01-142.600 DUE FROM OTHER FUNDS:					127.20	.00
105-01-927.060 DIRECT SUPPORT FOR P & R						
105-01-927.060 DIRECT SUPPORT FOR P & R	Wahoo Parks & Recreation	Direct Support	MARCH2026	03/01/2026	50,000.00	.00
Total 105-01-927.060 DIRECT SUPPORT FOR P & R:					50,000.00	.00
Total PARKS & RECREATION FUND:					50,127.20	.00
FIRE FUND						
106-01-550.000 RENTS-LAND/BLDG./EQUIP.						
106-01-550.000 RENTS-LAND/BLDG./EQUIP.	Hometown Leasing	copier lease	APRIL2026	03/01/2026	41.50	.00
Total 106-01-550.000 RENTS-LAND/BLDG./EQUIP.:					41.50	.00
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly Phone Split March 2026	82869	03/01/2026	12.80	.00
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	US Cellular	Acct #854313757 Fire Dept Cell Phone	0788604924	02/10/2026	77.40	.00
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Fire Hall utilities	MARCH2026	03/04/2026	722.57	.00
Total 106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					812.77	.00
106-01-550.410 EDUCATION & TRAINING EXPENSE						
106-01-550.410 EDUCATION & TRAINING EXPENSE	Virgl, Tyler	Firefighter Books x6	31026	03/09/2026	455.70	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 106-01-550.410 EDUCATION & TRAINING EXPENSE:					455.70	.00
106-01-554.630 BUILDING MAINTENANCE						
106-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Fire Hall mop, towels, mats	5760992	03/03/2026	137.76	.00
106-01-554.630 BUILDING MAINTENANCE	Openpath Security Inc	key cards and access	INV191844	11/19/2025	1,680.00	.00
Total 106-01-554.630 BUILDING MAINTENANCE:					1,817.76	.00
106-01-554.640 CAR/TRUCK MAINTENANCE						
106-01-554.640 CAR/TRUCK MAINTENANCE	Waste Connections of NE,	009 - Fire Hall	7540508T054	03/01/2026	14.68	.00
Total 106-01-554.640 CAR/TRUCK MAINTENANCE:					14.68	.00
106-01-554.650 EQUIPMENT MAINTENANCE						
106-01-554.650 EQUIPMENT MAINTENANCE	Macqueen Equipment, LLC	SCBA Annual Maint/Jaws of Life Maint	P07450	01/28/2026	2,994.49	.00
Total 106-01-554.650 EQUIPMENT MAINTENANCE:					2,994.49	.00
106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Apple Inc.	2 iPd Air 11	MC37292486	12/17/2025	1,398.00	.00
106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Email subscriptions March 2026	82869	03/01/2026	24.60	.00
Total 106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					1,422.60	.00
106-01-940.720 OTHER EQUIPMENT						
106-01-940.720 OTHER EQUIPMENT	Macqueen Equipment, LLC	hose for new engine	P58894	12/03/2025	3,973.72	.00
106-01-940.720 OTHER EQUIPMENT	Macqueen Equipment, LLC	helmet for Jayden	P60525	01/08/2026	468.81	.00
106-01-940.720 OTHER EQUIPMENT	Witmer Public Safety Grou	autoknife tool	INV727895	08/06/2025	550.00	.00
Total 106-01-940.720 OTHER EQUIPMENT:					4,992.53	.00
Total FIRE FUND:					12,552.03	.00
LIBRARY FUND						
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Charter Communications	Acct #116378301 Library Internet	116378301030	03/01/2026	124.98	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly Phone Split March 2026	82869	03/01/2026	74.80	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Library utilities	MARCH2026	03/04/2026	900.00	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	010-Library	7540508T054	03/01/2026	17.09	.00
Total 108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					1,116.87	.00
108-01-550.560 BOOKS						
108-01-550.560 BOOKS	ABDO Publishing Compan	Books	0090591	03/03/2026	1,514.95	.00
108-01-550.560 BOOKS	Gumdrop Books	books	PINV150544	03/06/2026	798.08	.00
108-01-550.560 BOOKS	Paraclete Press	Books	770071	02/25/2026	19.78	.00
Total 108-01-550.560 BOOKS:					2,332.81	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
108-01-550.810 AV/VIDEO AND DIGITAL CONTENT						
108-01-550.810 AV/VIDEO AND DIGITAL CONTENT	Midwest Tape, LLC	Audio digital content	508513533	03/02/2026	499.65	.00
Total 108-01-550.810 AV/VIDEO AND DIGITAL CONTENT:					499.65	.00
108-01-554.630 BUILDING MAINTENANCE						
108-01-554.630 BUILDING MAINTENANCE	Heartland Office Cleaners	Library Cleaning	25721	03/01/2026	1,040.00	.00
108-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Library Mats	5755795	02/24/2026	27.86	.00
108-01-554.630 BUILDING MAINTENANCE	Simons Home Store	Fill Valve	A331460	02/26/2026	9.79	.00
Total 108-01-554.630 BUILDING MAINTENANCE:					1,077.65	.00
108-01-554.650 EQUIPMENT MAINTENANCE						
108-01-554.650 EQUIPMENT MAINTENANCE	PSP Solutions, LLC	fax bridge	82839	02/27/2026	150.00	.00
Total 108-01-554.650 EQUIPMENT MAINTENANCE:					150.00	.00
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Email subscriptions March 2026	82869	03/01/2026	62.40	.00
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Monthly billing	83047	03/01/2026	484.00	.00
Total 108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					546.40	.00
Total LIBRARY FUND:					5,723.38	.00
CAPITAL IMPROVEMENT FUND						
111-01-923.060 CONSULTANTS - OTHER						
111-01-923.060 CONSULTANTS - OTHER	JEO Consulting Group, Inc.	Wahoo City Facilities Planning - EDU and Outreach through 2/13/26	171782	02/18/2026	956.25	.00
Total 111-01-923.060 CONSULTANTS - OTHER:					956.25	.00
Total CAPITAL IMPROVEMENT FUND:					956.25	.00
KENO LOTTERY FUND						
113-01-923.010 CONSULTANTS-ATTORNEYS						
113-01-923.010 CONSULTANTS-ATTORNEYS	Bromm, Lindahl, Freeman-	keno contract	386-KENO	02/09/2026	220.00	.00
Total 113-01-923.010 CONSULTANTS-ATTORNEYS:					220.00	.00
Total KENO LOTTERY FUND:					220.00	.00
BUILDING & ZONING FUND						
115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly Phone Split March 2026	82869	03/01/2026	6.40	.00
115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #783729194-00001 - BZ phone	6136549410	02/20/2026	52.15	.00
Total 115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					58.55	.00
115-01-550.980 OCCUPANCY CERT DEP REFUND						
115-01-550.980 OCCUPANCY CERT						

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
DEP REFUND	Tammie Tonniqes	refund occ deposit 1753 County Road I B-92-23	B-92-23	10/13/2023	500.00	.00
Total 115-01-550.980 OCCUPANCY CERT DEP REFUND:					500.00	.00
115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Computer Maint/Security March 2026	82869	03/01/2026	78.00	.00
115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Email subscriptions March 2026	82869	03/01/2026	15.00	.00
Total 115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					93.00	.00
Total BUILDING & ZONING FUND:					651.55	.00
ECONOMIC DEVELOPMENT						
116-01-921.910 SPECIAL DEVELOPMENT EXPENSE						
116-01-921.910 SPECIAL DEVELOPMENT EXPENSE	Wahoo Area Economic Dev	Monthly office support	MARCH2026	03/01/2026	7,500.00	.00
Total 116-01-921.910 SPECIAL DEVELOPMENT EXPENSE:					7,500.00	.00
Total ECONOMIC DEVELOPMENT:					7,500.00	.00
1/2 CENT SALES TAX - CAP IMPR						
119-01-940.740 STRUCTURES, BLDG & IMPROV.						
119-01-940.740 STRUCTURES, BLDG & IMPROV.	Waterpark Excitement, Inc.	aquaric center floatable	25168-2	02/23/2026	1,510.00	.00
Total 119-01-940.740 STRUCTURES, BLDG & IMPROV.:					1,510.00	.00
Total 1/2 CENT SALES TAX - CAP IMPR:					1,510.00	.00
EMS						
121-01-550.000 RENTS-LAND/BLDG./EQUIP.						
121-01-550.000 RENTS-LAND/BLDG./EQUIP.	Hometown Leasing	copier lease	APRIL2026	03/01/2026	41.50	.00
Total 121-01-550.000 RENTS-LAND/BLDG./EQUIP.:					41.50	.00
121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	PSP Solutions, LLC	Monthly Phone Split March 2026	82869	03/01/2026	19.20	.00
121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Fire Hall utilities	MARCH2026	03/04/2026	722.57	.00
Total 121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					741.77	.00
121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PSP Solutions, LLC	Email subscriptions March 2026	82869	03/01/2026	34.80	.00
Total 121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					34.80	.00
Total EMS:					818.07	.00
Grand Totals:					219,115.35	100,000.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

NATURAL GAS DISTRIBUTION ASSISTANT SUPERVISOR

SUPERVISOR: Natural Gas Distribution Supervisor
SUPERVISE: Natural Gas Distribution Operator, Natural Gas Distribution Operator/Welder
PAY SCALE: GASU
APPROVED: February 11, 2025
FLSA CATEGORY: Non-exempt
AUTHORIZED FTE: 1 FTE (40 hours per week)



SUMMARY DESCRIPTION

Responsible for assisting in the supervision, performance, direction and coordination the construction, operation and maintenance of the gas distribution and line system, including metering and pressure regulation. Assists Natrual Gas Supervisor in Ensuring compliance with Nebraska state fire marshal and federal pipeline regulations. An incumbent will be required to perform duties on an on-call basis, as needed.

EXAMPLES OF WORK PERFORMED

ESSENTIAL FUNCTIONS: *The following examples of work are illustrative only and are not intended to be all inclusive.*

Assists supervisory functions such as assisting with staffing, scheduling work, assigning work duties, training personnel on various techniques, conducting performance evaluations and recommending/administering disciplinary actions.

Supervises and participates in the construction, installation, inspection, maintenance, repair and operation of all facets pertaining to the city's gas distribution system to ensure proper functioning.

Supervises and participates in the testing of all gas related measuring devices and related facilities.

Responsible for determining specific problem areas within the gas distribution system; supervises and participates in sectionalizing the system for minimum service interruption.

Responsible for supervising and performing gas leak surveys using a combustible gas indicator or remote methane leak detector in accordance with federal, state, and local regulations and industry standards.

Assists the Supervisor in Ensuring that all activities are performed in a safe and efficient manner.

Ensures that needed materials and supplies are at the job; loads, unloads, and hauls materials and equipment to and from job sites.

Supervises and participates in locating gas lines during excavation; participates in the city's one-call system as needed.

Serves as a liaison with engineers and contractors to properly inspect the construction of new gas mains; determines the proper size of gas lines, services and meters to be installed; determines the location of gas lines for general contractors, as needed.

Monitors the installation of residential and commercial gas meters, regulators, and related equipment to ensure correct measurement of gas consumption; supervises and participates in the maintenance and repair of gas measurement related devices.

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

Operates large trucks, fork lift, loaders, backhoe, and other vehicles as needed and basic hand, power and electric tools in the performance of duties and according to established guidelines, including equipment located at the town border station.

Reviews work performed by departmental staff and private contractors for conformance to policies and procedures in order to ensure uninterrupted operations of the gas department.

Assists supervisor in preparing various records and reports pertaining to the duties performed according to federal, state, and local regulations such as man hours, line maintenance, metering devices, expenses, etc.; utilizes various computer programs in the establishment and maintenance of records and reports, as needed.

Ensures the maintenance of a safe work environment for all employees by training and monitoring employees in the safe and efficient operation of various equipment, skills, and techniques; performs safety evaluations and inspects work for quality assurance in accordance with safety standards.

Plans and implements equipment and plant safety training programs and standards in coordination with other outside agencies.

Administers first aid to injured persons; requests medical attention for individuals when needed.

Performs preventive maintenance on assigned vehicles and equipment; ensures the proper maintenance of tools and equipment by cleaning and checking tools and equipment after use.

Responsible for updating, reading, and interpreting city maps of the gas system.

Answers inquiries from the general public; receives complaints pertaining to the gas distribution, including gas leaks and carbon monoxide calls and takes appropriate action to resolve problems or concerns.

In the absence of the Natural Gas Supervisor, Attends various meetings including City Council and other committee meetings, as needed; answers inquiries and makes recommendations pertaining to the functions of the gas distribution system.

Attends professional seminars and meetings to keep abreast of the techniques and skills used in maintenance and repair duties of a gas distribution system.

Operates standard office equipment in the performance of duties, i.e. copier, fax machine, personal computer, calculator, etc.

Establishes and maintains positive public relations with the general public, other employees, other governmental agencies, including the Pipeline Safety Division of the Nebraska State Fire Marshal's Office, and municipal officials.

Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Theory of natural gas and natural gas distribution.
- Techniques, methods, and practices used in municipal gas distribution including construction, installation, inspection, maintenance, repair and operational activities.
- Federal, state, and local regulations, codes, standards, and specifications pertaining to natural gas distribution, construction and maintenance.

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

- Operation of heavy and light vehicles, machinery, equipment, and tools pertaining to the construction, installation, inspection, maintenance, repair and operation of a gas distribution system.
- Emergency and/or evacuation procedures and applicable federal and state standards concerning occupational hazards, employee safety and other safety precautions.
- First aid principles and the techniques of administering emergency medical aid.
- Precautions necessary to work safely with and around automotive and mechanical equipment in order to promote a safe working environment.
- Geography of the city and the gas distribution system.
- City's responsibilities and ability to use independent judgment in the performance of duties.

Ability to:

- Analyze working conditions of equipment, and to detect flaws or defects in operation.
- React quickly and calmly in emergencies.
- Maintain the confidentiality of appropriate communications, documents, and transactions.
- Work in the trenches and other precarious places.
- Accurately prepare, read, and interpret line construction plans, technical sketches, blueprints, and instructional manuals.
- Plan and layout a comprehensive work program.
- Enforce ordinances and other regulations with firmness, tact, and impartiality.
- Plan, assign, direct, and supervise the work of subordinates.
- Accurately prepare and maintain various reports and other departmental documents.
- Apply mathematical computations as applied to standard construction formulas.
- Load and unload heavy machinery.
- Work independently and safely without close supervision.
- Deal with the general public in a courteous and tactful manner.
- Perform job duties efficiently while managing frequent interruptions.
- Plan and organize a personal work schedule, set priorities, and meet deadlines.
- Understand and follow both oral and written instructions.
- Communicate effectively, verbally and in writing, in English.
- Establish and maintain effective working relationships with the general public, other employees, and municipal officials.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is generally performed outdoors and requires a considerable amount of physical activity including walking, standing, kneeling, bending, crouching, reaching, stooping and climbing. The incumbent must have the ability to transport themselves to and from various locations throughout the gas distribution system. Duties require the ability to tolerate an indoor and outdoor work environment which includes contact with dirt, dust, chemicals, cleaning solvents, noise, and inclement weather conditions.

Physical: An incumbent must have the ability to lift up to 50 lbs. on a regular basis and must possess the coordination and manual dexterity necessary to operate hand and power tools and equipment utilized in the upkeep, repair and maintenance tasks. Must also possess the ability to lift, carry, push and pull heavy equipment and tools. Work hours may occasionally be required in times of darkness. Vision abilities required include close vision, distance vision, color vision, depth perception, and the ability to adjust focus. The employee occasionally works near

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

moving mechanical parts, in precarious places and is occasionally exposed to fumes or airborne particles, toxic chemicals, risk of electrical shock, and vibration. The noise level may be moderate to intense depending on activity performed.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and ability is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training

Must have four (6) years' experience, working with and meet qualifications for a gas distribution system, or related field, or an equivalent combination of education, training, and experience.

Additional Requirements

Must possess a valid driver's license and may require a CDL.

Ability to report to the work site within a 15-minute response time, in normal weather conditions.

Must maintain certifications as required.

Must possess gas operator's certification.

Must possess certifications of plastic fusion.

ASSISTANT ELECTRIC LINE SUPERVISOR

SUPERVISOR: Electric Line Supervisor
SUPERVISE: First, Second, and Third Class Lineman
PAY SCALE: ELAS
APPROVED:
FLSA CATEGORY: Non-exempt
AUTHORIZED FTE: 1 FTE (40 hours per week)



SUMMARY DESCRIPTION

Responsible for assisting in the supervision, direction, and coordination of the construction, maintenance, and repair of the city's electrical distribution systems, while also performing hands-on maintenance activities. An incumbent will be required to perform duties on an on-call basis, as needed.

EXAMPLES OF WORK PERFORMED

ESSENTIAL FUNCTIONS: *The following examples of work are illustrative only and are not intended to be all inclusive.*

Serves as Electric Line Supervisor in his/her absence.

Performs supervisory functions such as assisting with staffing, scheduling work, assigning work duties, training personnel on various techniques, and recommending documentation of need for disciplinary actions.

Participates in various installation activities including the installation of meters and related measurement devices, house and commercial service drops, circuit regulators and controlling devices, capacitors, voltage regulators, instrument transformers and other line equipment.

Assists with supervisory functions such as assigning work duties, training personnel on various techniques, and recommending disciplinary actions.

Participates in digging trenches and holes, setting poles, installing pole cross arms and fixtures.

Participates in routing electrical lines and wires, assists in determining appropriate materials and types of lines used in the performance of duties.

Assists in ensuring that inspections are completed on circuit breakers and transformers, including checking bushings and connections, prior to installation.

Performs repair and replacement of street lights.

Participates in various line clearing activities including tree trimming and clearing near energized power lines.

Responsible for changing circuits and transferring services.

Administers first aid to injured persons; requests medical attention for individuals when needed.

Assists the Electric Line Supervisor in patrolling transmission and distribution lines to check for defective materials, equipment or unsafe conditions.

Assists in updating, reading and interpreting city maps of the electric transmission and distribution lines; interprets staking sheets for line crew, as needed.

Responsible for maintaining awareness of the direction of line feeds and the location of reclosing and switching devices.

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

Ensures that crew is aware of whether conductor is energized or de-energized; issues or receives clearance to energize or temporarily de-energize lines.

Maintains work area in a clean and orderly condition, including snow removal.

Supervises and participates in the construction, inspection, installation, maintenance, repair, and operation of all facets pertaining to the city's electrical transmission and distribution system.

Operates various departmental equipment, machinery, vehicles and hand, power and electric tools necessary in the performance of duties and according to established guidelines. Operates large trucks, Bucket Truck, loaders, backhoe, and other vehicles as needed.

Loads, unloads, and hauls materials and equipment to and from job sites.

Responsible for maintaining a safe work environment in the performance of duties.

Ensures the proper maintenance of tools and equipment by cleaning and checking tools and equipment after use.

Performs preventative maintenance on assigned vehicles and equipment; refers defects or needed repairs to supervisor.

Assists the supervisor with the maintenance of the line supply inventory.

Prepares and maintains records indicating materials used, man hours and maintenance activities performed.

Receives citizen complaints and handles situation and/or refers individual to supervisor for resolution.

Establishes and maintains positive public relations with the general public, other employees, other governmental agencies, power companies and municipal officials.

Supervises and participates in the construction, inspection, installation, maintenance, repair, and operation of all facets pertaining to the city's electrical transmission and distribution system.

Patrols the line to ensure a safe working environment is maintained; provides back-up for positions on the crew, as needed.

Ensures that needed materials and supplies are at the job, loads, unloads and hauls material and equipment to and from job sites.

Supervises and performs the repair and replacement of street lights.

Supervises the periodic testing of oils for PCB transformers.

Ensures that inspections are completed on circuit breakers and transformers prior to installation.

Supervises and participates in various installation activities including the installation of meters and related measurement devices, house and commercial service drops, circuit regulation and controlling devices.

Supervises and coordinates various work activities near power lines including but not limited to tree trimming, digging trenches and holes, setting poles, installing pole cross arms and fixtures, stringing and laying wire, installing transformers, etc.

Supervises and participates in changing circuits and transferring services.

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

Responsible for updating, reading and interpreting city maps of the electric transmission and distribution lines; interpreting staking sheets for line crew.

Responds to and directs measures taken in emergency situations.

Ensures the maintenance of a safe work environment for all employees by assisting with training and monitoring employees in the safe and efficient operation of various equipment, skills, and techniques.

Performs periodic testing of rubber gloves, shields, blankets, and other safety equipment used by line crew.

Works with Electric Line Supervisor in making recommendations to the Utilities Manager for the continuous improvement in construction methods and practices in order to provide for increased efficiency.

Assists in the preparation of the departmental budget with input regarding the city's electrical transmission and distribution system.

Coordinates with the Electric Line Supervisor in developing specifications for new equipment purchases; makes recommendations regarding equipment use and purchase.

Coordinates and assists in the management of inventory for the City's distribution system, including materials, equipment, and tools; ensures appropriate stock levels are maintained, inventory is properly stored and accounted for, and materials are available to support daily operations, maintenance activities, and emergency response needs. Maintains and updates inventory records using the City's Utilities inventory management system.

Attends various meetings including Board of Public Works and other committee meetings, as needed; answers inquiries and makes recommendations pertaining to the functions of the electric transmission and distribution system when necessary in the absence of the Electric Line Supervisor.

Attends professional seminars and meetings to keep abreast of the techniques and skills used in construction, maintenance and repair duties for the electric transmission and distribution system.

Maintains awareness of all codes, specifications, assemblies and procedures that apply to line work.

Prepares various reports and records pertaining to the duties performed such as man hours, equipment maintenance, expenses, etc.; utilizes various computer programs in the establishment and maintenance of records and reports.

Answers inquiries from the general public; receives citizen complaints pertaining to city's electrical systems and takes appropriate action to resolve problems or concerns.

Performs duties as required.

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Theory of electricity and electric distribution.
- Federal, state and local regulations, codes, standards and specifications pertaining to electric line construction, inspection, installation, maintenance and repair.
- Techniques, methods and practices used in electric transmission and distribution including construction, inspection, installation, maintenance, repair and operational activities.
- Operation of heavy and light vehicles, machinery, equipment and tools pertaining to the construction, inspection, installation, maintenance and repair of an electric transmission and distribution system.
- Emergency and/or evacuation procedures and applicable federal and state standards concerning occupational hazards, employee safety and other safety precautions.
- EPA guidelines regarding regulations and handling of hazardous materials and the District's safety rules, regulations, policies and procedures.
- First aid principles and the techniques of administering emergency medical aid including CPR and pole top resuscitation.
- Precautions necessary to work safely with and around electric distribution systems in order to promote a safe working environment.
- Geography of the city and the electric transmission and distribution system.
- Perform input and retrieval functions utilizing a variety of computer programs pertaining to the duties performed.
- City's responsibilities and ability to use independent judgement in the performance of duties.

Ability to:

- Analyze working conditions of equipment, and to detect flaws or defects in operation.
- React quickly and calmly in emergencies.
- Pole climb in all types of weather conditions.
- Work from a bucket truck, and in other precarious places.
- Accurately prepare, read and interpret line construction plans, technical sketches, blueprints and instructional manuals.
- Enforce ordinances and other regulations with firmness, tact and impartiality.
- Assign, direct and supervise the work of subordinates.
- Load and unload heavy equipment and tools.
- Accurately prepare and maintain various records, reports and other departmental documents.
- Maintain the confidentiality of reports and documents.
- Deal with the general public in a courteous and tactful manner.
- Perform job duties efficiently while managing frequent interruptions.
- Plan and organize a personal work schedule, set priorities and meet deadlines.
- Operate standard office equipment.
- Understand and follow both oral and written instructions.
- Communicate effectively, verbally and in writing, in English.
- Establish and maintain effective working relationships with the general public, other employees and municipal officials.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment Work is generally performed outdoors and requires a considerable amount of physical activity including walking, standing, kneeling, bending, crouching, reaching, stooping and climbing. The incumbent must

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

have the ability to transport themselves to and from various locations throughout the electric transmission and distribution system. Duties require the ability to tolerate an indoor and work environment which includes contact with dirt, dust, chemicals, cleaning solvents, bacteria, noise and inclement weather conditions.

Physical an incumbent must have the ability to lift up to 50 lbs. on a regular basis and must possess the coordination and manual dexterity necessary to climb poles, operate hand and power tools and equipment utilized in the upkeep, repair and maintenance tasks. Must also possess the ability to lift, carry, push and pull heavy equipment and tools. Work hours may occasionally be required in times of darkness. Vision abilities required include close vision, distance vision, color vision, depth perception, and the ability to adjust focus. The employee occasionally works near moving mechanical parts, in precarious places and is occasionally exposed to fumes or airborne particles, toxic chemicals, risk of electrical shock, and vibration. The noise level may be moderate to intense depending on activity performed.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and ability is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training

Graduation from high school or GED equivalent.

Have four (4) years' experience on system and three (2) years working as a First Class Lineman or an equivalent combination of education, training and experience.

Additional Requirements

Ability to report to the work site within a 15-minute response time, in normal weather conditions.

Must possess a CPR and pole top resuscitation.

Must possess a valid driver's license and a CDL.

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

City of Wahoo Pay Scale Full & Part Time (no Seasonal)

Effective 10/05/2025

SCALE (BY JOB TITLE)	CODE	1	2	3	4	5	6	7	8	9
Office Assistant	CTOA	\$ 20.57	\$ 21.34	\$ 22.11	\$ 22.88	\$ 23.65	\$ 24.42	\$ 25.19	\$ 25.96	\$ 26.74

City of Wahoo Pay Scale Full & Part Time (no Seasonal)

Effective 10/05/2025

SCALE (BY JOB TITLE)	CODE	1	2	3	4	5	6	7	8
Chief of Police	PDCH	\$ 46.89	\$ 48.65	\$ 50.41	\$ 52.17	\$ 53.93	\$ 55.69	\$ 57.45	\$ 59.20
Assistant Chief of Police	PDAC	\$ 40.44	\$ 41.96	\$ 43.48	\$ 44.99	\$ 46.51	\$ 48.03	\$ 49.54	\$ 51.06
Police Lieutenant	PDLT	\$ 34.21	\$ 35.49	\$ 36.78	\$ 38.06	\$ 39.34	\$ 40.62	\$ 41.91	\$ 43.19
Patrol Officer	PDPO	\$ 28.95	\$ 30.04	\$ 31.12	\$ 32.21	\$ 33.29	\$ 34.38	\$ 35.47	\$ 36.55
Police Records Office Administrator	PDOA	\$ 20.69	\$ 21.47	\$ 22.25	\$ 23.02	\$ 23.80	\$ 24.57	\$ 25.35	\$ 26.13

9

\$ 60.96
\$ 52.58
\$ 44.47
\$ 37.64
\$ 26.90

City of Wahoo Seasonal Part-Time

Effective 4/9/2024

10/6/2024

SCALE	CODE							2022-23	2024-25
		1	2	3	4	5	6	7	7
Seasonal Part-Time Grade A	SPTA	10.12	10.53	10.95	11.39	11.84	12.32	\$ 12.87	13.79
Seasonal Part-Time Grade B	SPTB	10.53	10.95	11.39	11.84	12.32	12.81	\$ 13.39	14.34
Seasonal Part-Time Grade C	SPTC	10.95	11.39	11.84	12.32	12.81	13.32	\$ 13.92	14.91
Seasonal Part-Time Grade D	SPTD	11.39	11.84	12.32	12.81	13.32	13.86	\$ 14.48	15.51
Seasonal Part-Time Grade E	SPTE	11.84	12.32	12.81	13.32	13.86	14.41	\$ 15.06	16.13
Seasonal Part-Time Grade F	SPTF	12.32	12.81	13.32	13.86	14.41	14.99	\$ 15.66	16.78
Seasonal Part-Time Grade G	SPTG	12.81	13.32	13.86	14.41	14.99	15.59	\$ 16.29	17.45
Seasonal Part-Time Grade H	SPTH	13.32	13.86	14.41	14.99	15.59	16.21	\$ 16.94	18.14
Seasonal Part-Time Grade I	SPTI	13.86	14.41	14.99	15.59	16.21	16.86	\$ 17.62	18.87
Seasonal Part-Time Grade J	SPTJ	14.41	14.99	15.59	16.21	16.86	17.53	\$ 18.32	19.62
Seasonal Part-Time Grade K	SPTK	14.99	15.59	16.21	16.86	17.53	18.23	\$ 19.05	20.41
Seasonal Part-Time Grade L	SPTL	15.59	16.21	16.86	17.53	18.23	18.96	\$ 19.81	21.22
Seasonal Part-Time Grade M	SPTM	16.21	16.86	17.53	18.23	18.96	19.72	\$ 20.61	22.07
Seasonal Part-Time Grade N	SPTN	16.86	17.53	18.23	18.96	19.72	20.51	\$ 21.43	22.96
Seasonal Part-Time Grade O	SPTO	17.53	18.23	18.96	19.72	20.51	21.33	\$ 22.29	23.88

Note: Seasonal part-time scale is not subject to a COLA unless an employee has reached the top of the pay scale. When an employee has reached the top of the scale, their pay will be adjusted if a COLA is offered by the City of Wahoo.

WATER/WASTEWATER CONSTRUCTION SUPERVISOR

SUPERVISOR: Water/Wastewater Supervisor
SUPERVISE: Water/Wastewater Construction and System Operator I,
Water/Wastewater Construction and System Operator II,
Water/Wastewater Construction and Maintenance
Operator III, Water/Wastewater Worker IV, and
Seasonal Water/Wastewater Worker
PAY SCALE: WWCS
APPROVED: February 11, 2025
FLSA CATEGORY: Non-exempt
AUTHORIZED FTE: 1 FTE (40 hours per week)



SUMMARY DESCRIPTION

Performs all functions of general construction and maintenance of all utility facilities. Is the primary constructor of water distribution and sewer collection system and assists in other utility departments as needed. Responsible for assisting with various maintenance activities for the city's production and distribution systems, wastewater collection and treatment. An incumbent will be required to perform duties on an on-call basis as needed. Supervises all water/sewer construction projects within those city systems.

EXAMPLES OF WORK PERFORMED

ESSENTIAL FUNCTIONS: *The following examples of work are illustrative only and are not intended to be all inclusive.*

Performs skilled construction, installation, inspection, general maintenance, repair and operation of utility facilities, including water production, distribution, wastewater collection and treatment systems, and other utility systems as needed for the city and surrounding communities. Builds and maintains structures.

Will need to be or willing to become familiar with engineering plan sets for project construction.

Will need to be confident leading a team of multiple members and having the authority in the field to make final calls regarding projects.

Understands significance of Federal, State, and local regulation and ordinances regarding the scope of a construction supervisor position.

Will be required to participate in digging, trenching and installing the water distribution lines and mains and wastewater collection mains and will become proficient in sewer camera and diagnostic equipment and procedures.

Operates large trucks, fork-lift, loaders, backhoe, trencher, hole-boring machine, and other vehicles as needed, as well as basic hand, power and electric tools in the performance of duties and according to established guidelines.

As needed, supports the operation of the water, sewer and wastewater treatment systems and the Water and Wastewater Supervisor.

Performs various water activities including but not limited to service line shut offs/turn-ons, line locates, water main breaks, flushing and pressure testing, valve maintenance, water taps and hydrant maintenance.

Assists in reading all well meters, booster pump stations, sewer lift stations to ensure proper functioning; records daily flows from wastewater plant charts when needed.

Participates in the maintenance, repair, operation and cleanliness of the wastewater facilities, water production facilities, water storage areas and other related facilities.

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

Participates in monitoring and maintaining sewer lift stations.

Takes initiative to research and implement new and existing methods resulting in safer and/or more efficient work and productivity.

Will learn and participate in regularly scheduled trench/excavation safety training.

Will train new and existing team members on construction equipment as necessary.

Participates in all phases of the installation of water and wastewater distribution main and services; performs all functions of general utility construction for all departments as needed.

Assists in reading and interpreting city maps of the water/wastewater system.

Ensures the proper maintenance of tools and equipment by cleaning and checking tools and equipment after use.

Refers needed maintenance and repairs on assigned vehicles and equipment to supervisor.

Responsible for maintaining a safe work environment in the performance of duties.

Receives citizen complaints and handles the situation and/or refers to the supervisor for resolution.

Establishes and maintains positive public relations with the general public, other employees, other governmental agencies and municipal officials.

Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Materials, procedures, methods and practices utilized in maintaining water supply and distribution systems, wastewater collection and treatment.
- Federal, state and local laws and regulations pertaining to all facets of water production and distribution, wastewater collection and treatment.
- Techniques used in emergency and evacuation procedures.
- Various chemicals and the ability to apply the methods and techniques used in their application.
- Operation of vehicles, machinery, equipment and tools pertaining to duties performed.
- Precautions necessary to work safely with and around automotive and mechanical equipment in order to promote a safe working environment.
- Geography of the city utility service areas.
- City responsibilities and ability to use independent judgment in the performance of duties.
- Safe excavation and trenching practices, including soil classification, sloping, shoring, and shielding requirements.
- Procedures for locating, identifying, and protecting underground utilities prior to and during excavation activities.
- Occupational hazards associated with excavation work and the methods used to mitigate risks, including confined space awareness and cave-in prevention.
- Proper use of excavation equipment and tools in accordance with safety standards and operational best practices.
- Traffic control and site safety measures necessary to protect workers and the public during excavation and construction activities.
- Backfilling, compaction, and surface restoration techniques following excavation and utility installation or repair.

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

Ability to:

- Inspect and diagnose the repair needs of the plant.
- Read and interpret measuring and testing devices connected with plant operation.
- React quickly and calmly in emergencies.
- Accurately read and interpret technical sketches, blueprints and instructional manuals.
- Work independently and safely without close supervision.
- Deal with the general public in a courteous and tactful manner.
- Perform job duties efficiently while managing frequent interruptions.
- Plan and organize a personal work schedule, set priorities and meet deadlines.
- Operate standard office equipment.
- Understand and follow both oral and written instructions.
- Communicate effectively, verbally and in writing, in English.
- Establish and maintain effective working relationships with the general public, other employees, and municipal officials.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment Work is generally performed outdoors and requires a considerable amount of physical activity including walking, standing, kneeling, bending, crouching, reaching, stooping and climbing. The incumbent must have the ability to transport themselves to and from various locations throughout the utility district. Duties require the ability to tolerate an indoor and outdoor work environment which includes contact with dirt, dust, chemicals, cleaning solvents, disease causing bacteria, noise and inclement weather conditions.

Physical an incumbent must have the ability to lift up to 50 lbs. on a regular basis and must possess the coordination and manual dexterity necessary to operate hand and power tools and equipment utilized in the upkeep, repair and maintenance tasks. Must also possess the ability to lift, carry, push and pull heavy equipment and tools. Work hours may occasionally be required in times of darkness. Vision abilities required include close vision, distance vision, color vision, depth perception, and the ability to adjust focus. The employee occasionally works near moving mechanical parts, in precarious places and is occasionally exposed to fumes or airborne particles, toxic chemicals, risk of electrical shock, and vibration. The noise level may be moderate to intense depending on activity performed.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and ability is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training

Graduation from high school or GED equivalent.

Must have a minimum of five (5) years of progressive experience in water treatment and water supply, wastewater collection and treatment, and water distribution and wastewater collection construction, including laboratory analysis, or an equivalent combination of education, training, and experience.

Additional Requirements

Must possess a valid driver's license and may require a CDL.

Ability to report to the work site within a 30-minute response time, in normal weather conditions.

Must maintain all licensures as required.

Must possess a State of Nebraska Water Certification Grade III or greater, within one (1) year of employment.

Must possess a State of Nebraska Class II Wastewater Operator Certification, or a Grade 1 Wastewater Certification or higher in combination with a Grade 6 Backflow Certification.

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

**CITY OF WAHOO, NEBRASKA -- APPLICATION FOR MINOR SUBDIVISION
(LOT COMBINATION -- to combine properties for boundary and setback purposes)**

(All items must be filled out completely before acceptance of this application for processing)

1. Owner's Name: <u>Water Tower Place LLC</u>	2. Present Use of Subject Property: <u>Vacant Lot</u>
Address <u>TammybSellsre@gmail.com</u> <u>(Tammy Bennett)</u>	3. Desired Use of Subject Property: <u>New Single Family Residence</u>
Telephone No. (Home) <u>402-676-7013</u>	4. Present Zoning: <u>R-2</u>
(Business) _____	

5. Legal Description of Property: Lot 51 & 52 North Highlands
Replet to 51R North Highlands

6. Area of Subject Property (square feet and/or acres): 22,902.08 sq. ft.

7. Exhibits attached to this application: Two copies of Record of Survey prepared by a registered land surveyor, including site plan showing existing structures, and the precise nature, location and dimensions of the proposed minor subdivision.

Signature of owner: [Signature]
or
Signature of Authorized Agent: Water Tower Place

Date submitted: 1-28-26
Filing fee paid: \$ 100 Receipt # 31085 1/28/26 CMF

CRITERIA:
 No new street or alley needed or proposed
 No vacation of street, alley, setback lines, access control or easements
 No significant increase in service requirements (utilities, school, traffic control, street, repaving)
 Street right-of-way complies with requirements
 Easements comply with requirements
 Tracts created have direct access to a street
 Lots or parcels created are in conformance with zoning regulations, and are not substandard size
 Record of Survey meets requirements

This lot split Approved Disapproved on _____ by _____
Building Inspector/Zoning Administrator

NOTE: UPON APPROVAL BY BUILDING INSPECTOR/ZONING ADMINISTRATOR, IT IS THE RESPONSIBILITY OF APPLICANT TO FILE RECORD OF SURVEY AND PAY FILING FEE FOR LOT SPLIT WITH THE REGISTER OF DEEDS.

Mosquito Control Q&A

Why is mosquito control important?

Some mosquitoes are harmful and can spread viruses like West Nile, dengue, Zika, and parasites like malaria. Other mosquitos bother people and are considered “nuisance” mosquitoes. Nuisance mosquitoes bite people, but don’t spread germs. Of the over 200 types of mosquitoes in the United States and US territories, about 12 types spread germs.

Local government departments and mosquito control professionals track the numbers and types of mosquitoes in an area and the germs they may be spreading. When infected adult mosquitoes are spreading germs to people, acting quickly can stop further spread and prevent people from getting sick. Professionals share prevention information with the public and use multiple methods at the same time to kill mosquito larvae and adult mosquitoes.

What Do We Spray With?

The City of Wahoo uses Ultra-Low Volume (ULV) (fogger) spraying for adult mosquitoes and is done with a synthetic pyrethroid insecticide, permethrin. Permethrin is in a group of insecticides which are man-made versions of a natural insecticide derived from a type of chrysanthemum. Permethrin is one of the “least-toxic” products registered with the U.S. EPA for adult mosquito fogging.

What Effect Does Spraying Have on other “Beneficial” Insects, Pets, And Humans?

Extensive studies have shown little or no effect on beneficial insects from ULV spraying for adult mosquitoes. By A) limiting applications to areas with documented high annoyance or threat of disease, B) utilizing specialized Ultra-Low Volume technology (applications at approximately 1.0 ounce per acre, with specifically-sized microscopic droplets of a low toxicity product, Layman’s terms is to target the physical size of the mosquito as opposed to the size of beneficial insect), and C) timing applications only during the evening or early morning hours when mosquitoes are at their peak activity period, and most other non-target insects are not active, we are able to minimize non-target effects. As far as pets and humans are concerned, ULV technology again allows us to apply a very small amount of a very low toxicity product over a large area, which means the amount of product people are exposed to is minimal. Additionally, these products breakdown very rapidly in the environment and do not bio-accumulate.

Mosquitos control effect on bees

- Mosquito spraying typically happens at night, dawn, or dusk, when honeybees are in the hive and people, wildlife, and other insects may be less active. Beekeepers can choose to Move the hives to a different area that is not going to be sprayed.
- Block the hive entrance with a hive entrance reducer so that bees don't come out during the time period that the pesticide is still active.
- Cover the hives with plastic sheet or a cloth (such as wet burlap) to protect them from direct contact with the spray.
- Provide fresh water / sugar water for the bees to consume over recently sprayed plants and water sources if needed (I know that you can lead a bee to water but can't make it drink, but if the pesticide used is worrying you, it doesn't hurt to try).
- Let your bees out as soon as it is safe so that they don't overheat. When it is safe is completely dependent on what type of chemical is used during the spraying.

Will the spray kill all the mosquitoes in my neighborhood?

Mosquito sprays will only reduce the population of mosquitoes in each area. There are many factors that contribute to the success of any mosquito spray. Truck mounted sprays are limited by the vehicle's ability to access all the areas within a selected spray zone. Weather conditions, such as temperature and wind speed, will also affect how successful a mosquito spray will be. Only those mosquitoes actively flying during a spray event have the potential to be killed.

Are there any weather conditions that will postpone a spray?

Rain, winds under 1 mph and over 10 mph or temperatures below 55°F will each cause the postponement of a mosquito spray event.

How far does the spray travel?

The spray can travel up to 300 feet from the source and still be effective on mosquitoes. Depending on the wind and air currents, spray residual could travel farther but not in concentrations that would be effective for mosquito control.

Should my pet remain indoors during a spray?

The mosquito control products used by the City of Wahoo are considered safe for animals and pets when used properly. However, if you wish to limit your pet's exposure, keep them indoors.

Should I take special precautions for my garden?

There is nothing you must do to fruit or vegetable gardens. City of Wahoo recommends washing your fruits and vegetables prior to cutting and/or consuming them.

Mosquito Control City of Wahoo

*2026 Mosquito Control cost sheet per application will be \$450.00 set fee across the board.

Town	COST
Ithaca	450.00
Malmo	450.00
Mead	450.00
Prague	450.00
Valparaiso	450.00
Cedar Bluffs	450.00
Ceresco	450.00
Yutan	450.00

*These prices are based solely off expenditures and material cost. The City of Wahoo is doing this service as a courtesy to surrounding communities

Procedure for Requesting Mosquito Control

Please coordinate your Mosquito Control needs by sending an email to Wynn@wahoo.ne.us and CC Berthelsen@wahoo.ne.us

Reminder: These services are scheduled based off staff & appropriate weather conditions. Subject to change at any time.

SAFETY DATA SHEET**SECTION 1: IDENTIFICATION**

Product Name: MasterLine Kontrol 4 – 4
Description: Synthetic Pyrethroid Insecticide and Synergist
EPA Reg. No: 73748-4

Veseris
1102 Avenue R
Grand Prairie, Texas 75050

Emergency Response Telephone Numbers

For Spills Call: 1-(800)-424-9300
For Medical Emergencies Call: 1-(866)-674-4334
For Other Emergencies Call: 1-(952)-653-3523

SECTION 2: HAZARD IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

**WARNING**

Harmful if swallowed, inhaled or absorbed through the skin.
Causes moderate eye irritation.
May cause moderate skin irritation with prolonged or repeated contact.
May cause allergic skin reactions

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

<u>INGREDIENTS:</u>	<u>(% w/w)</u>
Permethrin (CAS Reg. No. 52645-53-1) (3-phenoxyphenyl) methyl (\pm) cis, trans-3-(2,2-dichloroethenyl)- -2,2-dimethylcyclopropane carboxylate ¹	4.6%
Piperonyl Butoxide (CAS Reg. No. 51-03-6) Equivalent to 80% (butylcarbityl)(6-propylpiperonyl) ether And 20% related compounds	4.6%
Inert Ingredients ²	90.8%

¹ cis/trans ratio: minimum 35% (\pm) cis and maximum 65% trans

² Petroleum distillate solvent (CAS No. 64741-89-5).

SECTION 4: FIRST AID MEASURES

First Aid	
If in Eyes:	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
If on Skin or Clothing:	Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 – 20 minutes. Call a poison control center or doctor for treatment advice.
If Swallowed:	Immediately call a poison control center or doctor. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give any liquid to the person. Do not give anything by mouth to an unconscious person.
If Inhaled:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further advice.
HOTLINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For information on this product, contact the National Pesticide Information Center at 1-800-858-7378. You may also contact the National Poison Control Center, 1-800-222-1222 for emergency medical treatment information.	

Note to Physician: Contains petroleum distillate – vomiting may cause aspiration pneumonia.

SECTION 5: FIRE-FIGHTING MEASURES

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) RATINGS:

Category	Rating
Health	1
Flammability	1
Reactivity	0

Flash Point: > 230° F (110° C)

Method Used: TCC

Extinguishing Media: Foam, CO₂, or dry chemical is preferred. Soft stream water fog only if necessary

Fire & Explosion Precautions: Foam fire-extinguishing system is preferred because uncontrolled water can spread possible contamination. Do not allow fire-fighting water to escape into waterways or sewers. Toxic irritating gases can be formed.

Fire-Fighting Equipment: Use positive-pressure self-contained breathing apparatus and full protective equipment.



SECTION 6: ACCIDENTAL RELEASE MEASURES

SPILLS OR LEAKS: Wear protective clothing as described in Section 8 of this SDS. Absorb liquid with material such as clay, sand, sawdust, or dirt. Sweep up and place in a suitable container for disposal and label the contents. Area can be washed down with a suitable solution of bleach or soda ash and an appropriate alcohol (methanol, ethanol, or isopropanol). Follow this by washing with a strong soap and water solution. Absorb any excess liquid as indicated above, and add to the disposal container. Keep product, contaminated materials and wash water out of streams and sewers. Wash exposed body areas thoroughly after handling.

SECTION 7: HANDLING AND STORAGE

Keep out of reach of children. Do not contaminate water, food or feed by storage or disposal. Do not use, pour, spill or store near heat or open flame.

HANDLING: Wear proper safety equipment specified in Section 8 when mixing, loading or otherwise handling this product.

STORAGE: Keep this product in its tightly closed original container when not in use. Store in a cool, dry (preferably locked) area that is designated for such insecticides and also inaccessible to children and animals. Avoid exposure to extreme temperatures. In case of spillage, soak up with absorbent material, such as sawdust or fullers' earth, sweep up and place in a labeled container and dispose of as directed in Section 13.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

EXPOSURE GUIDELINE(S):

<u>MATERIAL:</u>		<u>OSHA PEL</u>	<u>ACGIH TLV</u>
Active Ingredients:	Permethrin	Not established	Not established
	Piperonyl Butoxide	Not established	Not established
Inert Ingredient:	Petroleum Distillate	5 mg/m ³ (oil mist)	5 mg/m ³ (oil mist)

VENTILATION: Provide general and/or local exhaust ventilation to control airborne levels below the exposure guideline. Ventilate all transport vehicles prior to unloading.

PERSONAL PROTECTIVE EQUIPMENT:

Mixers, loaders, applicators, and other handlers must wear: Long-sleeve shirt; long pants; shoes and socks; chemical-resistant gloves for all handlers except for applicators using motorized ground equipment, pilots and flaggers; and Chemical-resistant apron for mixers/loaders, persons cleaning equipment, and persons exposed to the concentrate.

See engineering controls for additional information.



User Safety Requirements:

Follow manufacturer’s instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product’s concentrate. Do not reuse them.

User Safety Recommendations:

- Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Users should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Users should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

Engineering Controls

Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticide [40 CFR §170.240(d)(6)].

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Color:	Light yellow
Physical State:	Liquid
Odor:	Slight odor of petroleum oil
Density:	7.27 lbs/gal (0.87 gm/cm ³)
Solubility:	Does not disperse in water
Viscosity:	60 cps
pH:	Not applicable - does not disperse with water
Stability:	Stable

SECTION 10: STABILITY AND REACTIVITY

Stability:	(CONDITIONS TO AVOID) Avoid heating above 230° F (110° C). Contains a petroleum distillate solvent which can burn.
Incompatibility:	(SPECIFIC MATERIALS TO AVOID) Strong Oxidizers.
Hazardous Decomposition:	Under fire conditions hydrogen chloride, oxides of chlorine, carbon dioxide, carbon monoxide, and asphyxiants can be formed.
Hazardous Polymerization:	Will not occur.

SECTION 11: TOXICOLOGICAL INFORMATION

SKIN ABSORPTION: The acute dermal toxicity is considered to be low. The dermal LD₅₀ for rabbits is greater than 2000 mg/kg.

INGESTION: The acute oral toxicity is considered to be low. The oral LD₅₀ for rats is greater than 1000 mg/kg. Small amounts that might be swallowed incidental to normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause serious injury, even death. If aspirated (liquid enters the lungs), may cause lung damage or even death due to chemical pneumonia.

INHALATION: The acute inhalation toxicity is considered to be low. The inhalation LC₅₀ for rats is greater than 4 mg/l for 4 hours. Symptoms of excessive exposure includes squinting eyes, irregular and rattled breathing, ataxia, headache, dizziness, anesthesia, drowsiness, unconsciousness, and other central nervous system effects.

SYSTEMIC (OTHER TARGET ORGAN) EFFECTS: Excessive exposure may produce effects on the nervous system such as sensitivity to touch and sound, tremors, abnormal movement, and clonic convulsions. Long-term studies with permethrin in laboratory animal resulted in increased liver and kidney weights, induction of the liver microsomal drug metabolizing enzyme system, and histopathological changes in the lungs and liver. Long-term studies with piperonyl butoxide indicated increased organ weights in the liver, kidney, and adrenal glands.

CANCER INFORMATION: Chronic feeding studies with permethrin in mice and rats indicate limited evidence of oncogenicity in laboratory animals. Based on comprehensive evaluations of all relevant health effects data, it was concluded that the oncogenic potential in humans is extremely weak or nonexistent. A chronic feeding study in mice indicate an increased incidence of benign liver tumors; the significance of these findings is questionable and under review. The doses that produced this oncogenic effect in laboratory animals, greatly exceeds human exposure levels for the recommended use of this product.

TERATOLOGY (BIRTH DEFECTS): The active ingredients in this product did not cause birth defects in laboratory animal studies. Exposures having no effect on the mothers had no effect on the fetuses in rabbits and rats. The no-effect levels for permethrin in rabbits and rats were 600 mg/kg and 50 mg/kg, respectively. The no-effect levels for piperonyl butoxide in rabbits and rats were 200 mg/kg and 1000 mg/kg, respectively.

REPRODUCTIVE EFFECTS: Permethrin and piperonyl butoxide did not interfere with fertility in animal reproduction studies. The no effect level for permethrin in a two-generation rat reproduction study was 180 mg/kg. The no-effect level for piperonyl butoxide in a two-generation rat reproduction study was 350 mg/kg.

MUTAGENICITY (EFFECTS ON GENETIC MATERIAL): Based on a number of *in vivo* and *in vitro* studies, it was concluded that the active ingredients in this product are not mutagenic.

SECTION 12: ECOLOGICAL INFORMATION

ENVIRONMENTAL SUMMARY: This pesticide is extremely toxic to aquatic organisms, including fish and aquatic invertebrates. Run-off from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. Before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.

Do not apply over bodies of water (lakes, rivers, permanent streams, natural ponds, commercial fish ponds, swamps, marshes or estuaries), except when necessary to target areas where adult mosquitoes are present, and weather conditions will facilitate movement of applied material away from the water in order to minimize incidental deposition into the water body.

This pesticide is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift on blooming crops or weeds while bees are actively visiting the treatment areas, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

PHYSICAL ENVIRONMENTAL PROPERTIES: In soil, permethrin is stable over a wide range of pH values. Due to its high affinity for organic matter, ($K_{oc} = 86,000$), there is little potential for movement in soil or entry into ground water. Permethrin has a Log P_{OW} of 6.1, but a low potential to bioconcentrate ($BCF = 500$) due to the ease with which it is metabolized. Piperonyl butoxide is reported to have a maximum half-life of 4.3 days in soil and from 0.55 to 1.64 days in aqueous environments. Gravitational settling remove piperonyl butoxide released in the atmosphere as an aerosol. Gaseous piperonyl butoxide degrades in the atmosphere with an estimated half-life of 3.4 hours. It is reported that piperonyl butoxide has a low potential for environmental bioconcentration.

ENVIRONMENTAL TOXICOLOGY: Permethrin is highly toxic to fish ($LC_{50} = 0.5 \mu\text{g/L}$ to $315 \mu\text{g/L}$) and aquatic invertebrates ($LC_{50} = 0.02 \mu\text{g/L}$ to $7.6 \mu\text{g/L}$). Marine species are often more sensitive than the freshwater species. Bacteria, algae, mollusks, and amphibians are much more tolerant of permethrin than the fish and arthropods. Care should be taken to avoid contamination of the aquatic environment. Permethrin is slightly toxic to birds and oral LD_{50} values are greater than $3,600 \text{ mg/kg}$. Longer dietary studies showed that concentrations of up to 500 ppm in the diet had no effect on bird reproduction. Piperonyl butoxide is acutely toxic to fish ($LC_{50} = 3.94 \text{ mg/L}$ to 6.12 mg/L) and highly toxic to aquatic invertebrates ($LC_{50} 0.23 \text{ mg/L}$ to 0.51 mg/L). Care should be taken to avoid contamination of aquatic environments. Piperonyl butoxide has a low to very low toxicity to birds with an acute oral LD_{50} greater than $2,250 \text{ mg/kg}$ and longer-term dietary studies at LC_{50} values greater than 5,620 ppm.

SECTION 13: DISPOSAL CONSIDERATIONS

Do not contaminate water, food or feed by storage or disposal.

Pesticide Disposal: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Container Handling: Nonrefillable Container: Metal or Plastic Container. Do not reuse or refill container. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. Offer for recycling, if available, reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities. Triple rinse as follows:

Containers 5 gallons or less: Empty the remaining contents into application equipment and drain for 10 seconds after the flow begins to drip. Fill the container $\frac{1}{4}$ full with water and recap. Shake for 10 seconds. Pour rinsate into mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Once cleaned, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill or by other procedures approved by State and local authorities. Do not cut or weld metal containers.

Containers larger than 5 gallons: Empty the remaining contents into application equipment. Fill the container $\frac{1}{4}$ full with water. Replace and tighten closures. Tip container on its side and roll back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Once cleaned, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill or by other procedures approved by State and local authorities.

Pressure rinse as follows (all sizes): Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Refillable container: Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller.

Return container to point of purchase for reuse with seal intact and in salable condition. Before refilling, inspect thoroughly for damage such as cracks, punctures, bulges, dents, abrasions, and damaged or worn threads on closure devices. After filling and before transporting, check for leaks. Do not refill or transport damaged or leaking container.

To clean the container before final disposal, empty the remaining contents from the container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing process two more times.

BULK STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal. Open dumping is prohibited.

Storage: Ground water contamination may be reduced by diking and flooring of permanent liquid bulk storage sites with an impermeable material.



Pesticide Disposal: Pesticide spray mixture or rinsate that cannot be used according to label instructions must be disposed of according to Federal and local procedures under Subtitle C or the Resource Conservation and Recovery Act.

SECTION 14: TRANSPORTATION INFORMATION

U.S. SURFACE FREIGHT CLASS: Insecticide, NOI, other than Poison. NMFC Item 155050.

MARINE POLLUTANT #1: permethrin (Severe Marine Pollutant).

OTHER SHIPPING INFORMATION: This product is not regulated for transport in the USA when shipped via highway or railroad in non-bulk packages. Describe using the "U.S. Surface Freight Class" above, which applies in all cases.

SPECIAL NOTE: The following applies to water and air shipments, and shipments in bulk packages:

PROPER SHIPPING NAME: Environmentally hazardous substance, liquid, n.o.s. (permethrin)

HAZARD CLASS OR DIVISION: 9

IDENTIFICATION NUMBER: UN 3082

PACKING GROUP: III

OTHER: NAERG Guide 171

SECTION 15: REGULATORY INFORMATION

FIFRA INFORMATION:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under Federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for the workplace labels of non-pesticide chemicals. The following is the hazard information as required on the pesticide label:

CAUTION: Contains petroleum distillate. Causes moderate eye irritation. Harmful if swallowed. Avoid contact with skin, eyes or clothing. Avoid breathing vapors or spray mist. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove contaminated clothing and wash before reuse.

SARA 313 INFORMATION: This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372:



CHEMICAL NAME	CAS NUMBER	CONCENTRATION
Permethrin	52645-53-1	4.6%
Piperonyl Butoxide	51-03-5	4.6%

SARA HAZARD CATEGORY: This product has been reviewed according to the EPA “Hazard Categories” promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

- An immediate health hazard
- A delayed health hazard

TOXIC SUBSTANCES CONTROL ACT (TSCA): All ingredients are on the TSCA inventory or are not required to be listed on the TSCA inventory.

OSHA HAZARD COMMUNICATION STANDARD: This product is a “Hazardous Chemical” as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA, or SUPERFUND): This product contains the following substance(s) listed as “Hazardous Substances” under CERCLA which may require reporting of releases:

Category:

Chemical Name	CAS Number	RQ	% in Product
Permethrin	52645-53-1	not listed	4.6%
Piperonyl Butoxide	51-03-6	not listed	4.6%
Petroleum Distillate	64741-89-5	not listed	90.8%

SECTION 16: OTHER INFORMATION

SDS Date: August 17, 2022

This document is prepared pursuant to the OSHA Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), revised in 2012. In addition, other substances not “Hazardous” per this OSHA Standard may be listed. Where proprietary ingredient shows, the identity may be made available as provided in this standard.

NOTICE: The information herein is presented in good faith and believed to be accurate as of the effective date shown above. However, no warranty, expressed or implied, is given. Regulatory requirements are subject to change and may differ from one location to another; it is the buyer’s responsibility to ensure that its activities comply with federal, state, and local laws and regulations. See SDS for health and safety information.

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**INTERLOCAL COOPERATION ACT AGREEMENT
(Mosquito Control)**

This Interlocal Cooperation Act Agreement (hereinafter called "Agreement") is made by and between the following political subdivisions of the State of Nebraska:

- a. City of Wahoo, Nebraska (hereinafter called "Wahoo");
- b. Village of Cedar Bluffs, Nebraska (hereinafter called "Cedar Bluffs").

RECITALS

- 1. Wahoo and Cedar Bluffs are political subdivisions of the State of Nebraska.
- 2. Wahoo owns equipment and materials relating to the control of mosquitoes.
- 3. Cedar Bluffs desires to hire Wahoo, and specifically, personnel, equipment, and materials to control mosquitoes in Cedar Bluffs.
- 4. It is in the best interests of both Wahoo and Cedar Bluffs that Wahoo assist Cedar Bluffs in the control of mosquitoes in Cedar Bluffs.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter expressed, Wahoo and Cedar Bluffs agree as follows:

- 1. That this Agreement is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801 to 13-827) and whenever possible, this Agreement shall be constructed in conformity therewith.
- 2. That the purpose of this Agreement is for outlining the duties and responsibilities of Wahoo and Cedar Bluffs for control of mosquitoes in Cedar Bluffs.
- 3. That Wahoo agrees as follows:
 - A. To furnish one (1) employee and equipment to spray for mosquitoes in Cedar Bluffs on dates and on a route designated by the designated agent of Cedar Bluffs and as agreed to by the designated agent of Wahoo.
- 4. That Cedar Bluffs agrees as follows:
 - A. To pay Wahoo the sum of \$450.00 per application, said amount to include mileage, labor, chemicals and equipment to spray for mosquitoes in Cedar Bluffs;

- B. To pay Wahoo a fuel surcharge, if Wahoo's fuel costs exceed \$3.80 per gallon, and if implemented by Wahoo, Cedar Bluffs will be notified in advance if this will be implemented.
- C. To pay said sum upon receipt of an invoice from Wahoo pursuant to Cedar Bluffs' claim process.
- D. To indemnify and hold Wahoo harmless from any and all liability arising out of or in the course of Wahoo's performance of this Agreement or by reason of the operation or malfunction of any equipment and/or materials, and for personal or bodily injury and property damage to all persons, including third parties or property. In addition, thereto, Cedar Bluffs agrees to provide liability insurance coverage in the minimum amount of \$1,000,000.00, naming Wahoo as an additional insured on any liability insurance policy providing said coverages. Cedar Bluffs further agrees to provide Wahoo with a Certificate of Insurance indicating said liability coverages are in full force and effect upon request by Wahoo.

5. That in addition to paragraph 4. D. hereof, Wahoo and Cedar Bluffs do each hereby release the other party to this Agreement from all sums of money, accounts, actions, suits, proceedings, claims, or demands whatsoever which either of them at anytime may have against the other, for, or by reason of, or in respect of any act, cause, or matter arising out of the terms and conditions of this Agreement.

6. That the designated agents of Wahoo and Cedar Bluffs, pursuant to paragraph 4. D. hereof are as follows:

A. Wahoo: Gerald D Johnson, Mayor
 City of Wahoo
 605 North Broadway
 Wahoo, NE 68066
 402-443-3222

B. Cedar Bluffs: _____

C. Said designated agents shall serve in said capacity until their respective Governing Bodies designate a different designated agent and so notifies the other party.

7. That this Agreement shall become effective upon its execution by both Wahoo and Cedar Bluffs.

8. That this Agreement shall continue until either Wahoo or Cedar Bluffs give the other party's designated agent thirty (30) days written notice of the cancellation of this Agreement, and thereafter, this Agreement shall be null and void and neither Wahoo nor Cedar Bluffs shall have any further obligation to the other party pursuant to this Agreement.

9. That separate copies of this Agreement shall be executed by the Mayor of Wahoo and Chair of Board of Trustees of Cedar Bluffs, upon authorization of their respective Governing Bodies, with the understanding that when Wahoo and Cedar Bluffs have executed separate copies of this Agreement, then Wahoo and Cedar Bluffs shall be bound by this Agreement to the same extent as though Wahoo and Cedar Bluffs had simultaneously signed a single master copy.

CITY OF WAHOO, NEBRASKA

DATED: _____, 2026

BY: _____
Gerald D Johnson, Mayor

Village of Cedar Bluffs, NEBRASKA

DATED: _____, 2026

BY: _____
_____, Chair
Cedar Bluffs Board of Trustees

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Larry Jansen / City of Wahoo Owner's Project No.: N/A
Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: 241817.00
 Liermann Excavating & Nemaha
Contractor: Infrastructure Contractor's Project No.: N/A
Project: Elm Street Cul-de-Sac
Contract Name:

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion: **December 30, 2025**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

Amendments to Contractor's Responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate:

Final Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:	<u> Ian Kilin </u> (Authorized signature)	By:	_____	By:	_____
Title:	<u> Project Manager </u>	Title:	_____	Title:	_____
Date:	<u> 1/5/26 </u>	Date:	_____	Date:	_____

Created by Dave Henke Wahoo Utilities

Water Improvements

- Water mains installed
- Water services installed (If applicable)
- Compaction tests passed
- Water main passing pressure testing
- Water main passing bacteriological testing
- Valve collars poured
- Locate wires checked
- Locate wire boxes (If applicable)
- As Builts/Record Drawings complete
- Engineer provided permission to place into service by NDWEE
- Engineer sent As Builts/Bact's to NDWEE
- NDWEE final approval letter
- Valve Boxes/Curb Stops Accessible (and able to get on valves)

Sanitary Sewer **No mains installed, just three sewer service laterals**

- ~~Sanitary mains air tested~~
- Compaction tests passed
- ~~Sanitary mains mandrel tested~~
- ~~Sanitary mains televised~~
- ~~Sanitary Manholes Tested (If applicable)~~
- Manhole collars poured
- ~~Engineer reviewed television report~~
- As Builts/Record Drawings complete
- ~~Engineer confirms sent As Builts/Completion Card to NDWEE~~
- Sanitary Sewer Manhole Invert Free from Debris

Storm Sewer **No storm sewer installed, just a concrete flume**

- All storm sewer piping installed
- Manholes/junction boxes checked
- Inlets complete
- Compaction test passed
- CCTV of Storm Sewer (If applicable)
- Jetting of storm sewer (If applicable)

Paving

- ✓ Design concrete mix from supplier checked
- ✓ Subgrade tests passed
- ✓ Thickness checked before paving
- ✓ Block outs for manholes done
- ✓ Slump, air, temperature checked by testing lab
- ✓ Concrete strength tests passed before allowing traffic on streets
- ✓ Correct Rebar Size and Placement
- ✓ Joints Sealed
- ✓ Valve Boxes, Manholes adjusted to Grade
- ~~Inlets Cleaned out and free of debris and concrete slag~~ N/A
- ~~Correct Inlet throat opening~~ N/A
- ✓ Check for correct elevation of paving based on staking (If staking hubs are used)

Eric Rounph (neighbor) began hauling dirt a few days prior to receiving 28-day break results and opening cul-de-sac to traffic. The 28-day breaks came in well over the required strength, meaning it was probably fine. E-mail correspondence documented Eric's liability for potential damages on 12/22/2022.

Electric

- Complete (If applicable)

Gas

- Complete (If applicable)

Telephone

- Complete (If applicable)

Cable TV/Internet

- Complete (If applicable)

Engineer

- Verify all the lot pins are staked

JEO survey field crew to verify if pins were disturbed during construction. If so - will coordinate with Jerry Charles Surveying to fix

By Owner or Developer/Contractor

- ~~Street signs installed~~
- Overall acceptance of the project

By City/DOU

- Overall acceptance of the project
- Issue building permits

Dave Henke mark up 1/20/26

Isaac Kreikemeier mark up 1/19/26

LOTTERY OPERATOR AGREEMENT

This Lottery Operator Agreement, hereinafter called "AGREEMENT" is made retroactively effective the 1st day of January, 2026, by and between the City of Wahoo, Saunders County, Nebraska, a municipal corporation, hereinafter called "CITY", and Four Sons Inc., a Nebraska corporation, hereinafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, CITY, through and by its Mayor and Council, desires to conduct a lottery within the CITY in accordance with the authority granted to it by the electors of CITY and pursuant to Neb. Rev. Stat. § 9-601 et. seq., as amended, the Nebraska County and City Lottery Act, hereinafter called "ACT", and,

WHEREAS, CITY desires to enter into a contract with CONTRACTOR whereby CONTRACTOR agrees with CITY to conduct said lottery in CITY on behalf of CITY, and,

WHEREAS, CITY and CONTRACTOR desire to set forth in this AGREEMENT all of the terms and conditions thereof,

NOW THEREFORE, CITY and CONTRACTOR hereby agree as follows:

1. **Definitions.**

- a. **Gross Proceeds.** Pursuant to Neb. Rev. Stat. § 9-606, "Gross Proceeds" shall mean the total aggregate receipts received from the conduct of the lottery without any reduction for prizes, discounts, taxes, or expenses and shall include receipts from admission costs and any consideration given to permit participation in the lottery and the value of any free tickets, games, or plays.
- b. **Expenses.** Pursuant to Neb. Rev. Stat. § 9-605, "Expenses" shall mean (1) all costs associated with the purchasing, printing, or manufacturing of any items to be used or distributed in the lottery, (2) all office or clerical expenses in connection with the lottery, (3) all promotional expenses of the lottery, (4) all salaries of persons employed to operate, conduct, or supervise the lottery, (5) any rental or lease expenses related to the lottery (6) any fee or commission paid to any person associated with the lottery, (7) license fees paid to the department, and (8) any other costs associated with the conduct of a lottery by a county, city, or village. Expenses shall not include taxes paid pursuant to Neb. Rev. Stat. § 9-648 or prizes awarded to participants.

2. **Rights and Duties of the Contractor.**

- a. CITY hereby grants to the CONTRACTOR and CONTRACTOR hereby accepts for the term of this AGREEMENT, the non-exclusive right to operate, pursuant to ACT, a municipal, keno-type lottery within the corporate limits of CITY. In operating said lottery, CONTRACTOR shall act in the capacity of an independent contractor and not as an agent, or agency of CITY.
- b. CONTRACTOR agrees to operate a municipal keno-type lottery within CITY at the following location: **128 W. 5th St., Wahoo, Nebraska 68066**. CONTRACTOR may not change or add locations without the prior written consent of CITY; and, further provided, that any proposed changes in the location or locations shall comply with all applicable CITY ordinances and zoning requirements, and state statutes.
- c. CONTRACTOR may operate satellite locations subject to the approval of the CITY. Proposals for additional locations shall be subject to all provisions of this AGREEMENT.
- d. CONTRACTOR agrees to notify CITY within thirty (30) days of the commencement of any litigation, administrative proceedings, whether civil or criminal, involving CONTRACTOR, or any officer or director of CONTRACTOR, or any shareholder of CONTRACTOR owning greater than five percent (5%) of the outstanding authorized issued capital stock of CONTRACTOR.
- e. CONTRACTOR agrees to comply with all applicable federal, state, and local laws. In the event any such law may be changed, amended, repealed or newly enacted, CONTRACTOR shall conform the lottery operation to said change not later than the effective date of the change in law. In the event that a change in regulation by federal, state or local laws result in licensing, reporting, filing, disclosure or other non-economic types of regulation, CONTRACTOR shall conform and comply with all such regulations as provided in this section and this AGREEMENT shall continue in full force and effect.
- f. CONTRACTOR shall provide an irrevocable letter of credit, from a state or national bank and approved by CITY, in the amount of Twenty-five Thousand and 00/100 Dollars (\$25,000.00), which letter of credit shall by its terms guarantee the CONTRACTOR's full and complete performance of this AGREEMENT, including payment to CITY of all sums due hereunder and payment of all prizes claimed and due and payable. Failure of CONTRACTOR to continuously maintain such letter of credit during the term of this AGREEMENT constitutes a substantial breach of this AGREEMENT.

3. **Accounting for and Disposition of the Proceeds of the Lottery.**

- a. The Gross Proceeds of the lottery, less all instant cash prizes paid, shall be deposited each day in a bank designated by CITY and which account shall be separate from any other account or accounts of the parties. The account shall be in

the name of CONTRACTOR and CITY and entitled the Wahoo Lottery Operations Account. CONTRACTOR shall be authorized to draw drafts or checks on the account for the following purposes:

- 1) Payment of prizes at keno locations.
 - 2) Payment of compensation due to the CONTRACTOR and the payments due to CITY.
- b. A separate account at the bank designated by CITY and in the name of CITY shall be established and entitled the Excess Prize Fund.
- 1) No later than fifteen (15) days after the end of each calendar month, when it is determined the payout for prizes was less than seventy-eight percent (78%) of the Gross Proceeds, the difference between seventy-eight percent of the Gross Proceeds and the payout for prizes shall be deposited in the Excess Prize Fund; provided however, when the balance in the Excess Prize Fund exceeds \$25,000.00, no further deposits will be made into the Excess Prize Fund; said excess amount shall then be paid to CITY; when the balance in the Excess Prize Fund is less than \$25,000.00, the deposits into the Excess Prize Fund will be resumed until the balance in the Excess Prize Fund returns to \$25,000.00.
 - 2) No later than fifteen (15) days after the end of each calendar month, when it is determined the payouts for prizes exceeded seventy-eight percent (78%) of the Gross Proceeds for the preceding calendar month, the amount by which the payout exceeded seventy-eight percent (78%) shall be withdrawn from the Excess Prize Fund, if there is a balance in the account, and deposited in the Lottery Operations Account. If CONTRACTOR has made a payment for prizes in excess of seventy-eight percent (78%) and the amount of Excess Prize Fund is not sufficient to reimburse CONTRACTOR for the amount of the excess payment, CONTRACTOR will be reimbursed for the payment of the excess prize money from the Excess Prize Fund as funds are deposited and available in the Excess Prize Fund under paragraph 3(b)(1) above.
 - 3) Upon expiration or termination of this AGREEMENT for any reason, all of the balance held in the Excess Prize Fund shall be paid to CITY.
- c. Subject to the other provisions of this AGREEMENT, CONTRACTOR will receive fourteen percent (14%) of the Gross Proceeds of the lottery payable fifteen (15) days after the end of each calendar month; provided however, if the payout has exceeded seventy-eight percent (78%) of the Gross Proceeds, CONTRACTOR's compensation shall be reduced by the amount of the excess pay out unless it is available from the Excess Prize Fund. From the payment made to CONTRACTOR, CONTRACTOR shall be solely responsible for the payments of all expenses and

operations of the lottery, including taxes, insurance, rent, advertising, printing, producing, supplies, equipment, fees, commissions, salaries, and all other such expenses incurred in the operation of the lottery, as set forth in Neb. Rev. Stat. § 9-605 of the ACT.

- d. CITY shall be paid eight percent (8%) of the Gross Proceeds of the lottery payable no later than fifteen (15) days after the end of each calendar month, and CITY shall pay from that amount, the two percent (2%) lottery tax imposed by the ACT. CITY shall obtain the license for the lottery in its name and shall pay any charges or fees for the same. Any additional tax or payment required to be made by other laws imposed by the State of Nebraska shall be shared equally by the parties. Should the tax rate be lowered then that rate savings shall go exclusively to the CITY (i.e. if the Nebraska Department of Revenue is to receive 1% then 1% shall to NEDR and 1% shall go to CITY).
- e. In the event the two percent (2%) Gross Proceeds tax imposed by the ACT is raised, the percentage in excess of such two percent (2%) shall be subject to mutual renegotiation by CITY and CONTRACTOR. Should the tax rate be lowered then that rate savings shall go exclusively to the CITY (i.e. if the Nebraska Department of Revenue is to receive 1% then 1% shall to NEDR and 1% shall go to CITY).

4. Prizes.

- a. The percentage of Gross Proceeds to be paid as prizes shall be in the range of seventy-four percent to seventy-eight percent (74%-78%) and in no event shall the schedule of prizes be less than sixty-five percent (65%) of the Gross Proceeds of the lottery or such a percentage as required by the ACT. There will be no change in the range without CITY's approval unless otherwise required by state law or regulation. The CONTRACTOR shall establish a schedule of prizes necessary to conform with and implement the prize payment percentage as set forth in this paragraph.
- b. CITY shall bear no responsibility or liability for any prize claims or claims for prizes.
- c. If CONTRACTOR fails to pay a prize claim, and in CITY's sole discretion it is a valid claim that should be paid, CITY after ten (10) days written notice to CONTRACTOR, may draw against the letter of credit for the amount of the prize claim.
- d. CONTRACTOR shall be solely responsible for the payment of all prizes and prize claims and shall bear full responsibility and liability for any and all losses resulting from claims for or awarding prizes related to the operation of the lottery. The letter of credit is specific security for CONTRACTOR's performance of this obligation.

- e. All prizes shall be considered "unclaimed" if not collected by the owner within thirty (30) days following the date on which the prize was won and shall then be the property of and paid to CITY together with its regular monthly payment.
- f. Transfers From Excess Prize Fund. In the event the Excess Prize Fund is insufficient to pay all obligations, CONTRACTOR is authorized to transfer monies to the Excess Prize Fund for the purpose of maintaining the necessary cash flow to pay the CITY its eight percent (8%) guaranteed minimum and to pay winners. The CONTRACTOR shall be reimbursed from subsequent month surpluses payable to the Excess Prize Fund for any transfers which are needed to pay the CITY all or any part of its eight percent (8%) guaranteed minimum, also, to pay player prizes, and complete the percentage to be paid to CONTRACTOR under the terms of this AGREEMENT.
- g. In the event there are any monies owed to the CONTRACTOR at the end of the fiscal year for the filing of reports to the Nebraska Department of Revenue, the CITY agrees that the monies owed to CONTRACTOR at the end of such reporting period shall be deemed to have been earned and shall become a payable of the CITY to the extent that monies are available to be paid from the Excess Prize Fund and such payments in the subsequent reporting year(s) to CONTRACTOR will be reported as payments attributable to the reporting year when the reported deficit occurred.

5. **Record Keeping and Auditing.** CONTRACTOR agrees:

- a. To maintain or cause to be maintained complete books and records of all operations associated with the operation of said lottery. CONTRACTOR shall submit a monthly Keno Settlement Report to CITY no later than fifteen (15) days following the last day of each month's operations.
- b. CITY shall have the right, without notice, to review and examine all books and records of CONTRACTOR relating to lottery operations. In addition, CITY shall have the right to conduct or cause to be conducted an annual audit of CONTRACTOR's books and records relating to lottery operations. If the CITY elects to retain auditors other than the CITY's auditor in the performance of said annual audit, CITY and CONTRACTOR shall equally bear the reasonable cost of said audit.
- c. The fiscal year of this AGREEMENT shall be October 1 to September 30.

6. **Insurance Liability and Indemnification.**

- a. CONTRACTOR shall, at all times, maintain insurance with an insurer or insurers acceptable to CITY covering general liability, liability for bodily injury and property damage in the amount of One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) aggregate. CONTRACTOR shall maintain coverage

for workers' compensation as required by state law. Failure to maintain insurance as required shall constitute a breach of this AGREEMENT.

- b. CONTRACTOR has and shall maintain in full force and effect a liability umbrella policy with policy limits of \$1,000,000.00.
 - c. CITY shall be named as an additional insured on all policies under 6(a) and (b). CONTRACTOR shall provide, upon request, proof of said insurance to CITY. The insurance policies shall contain a specific provision requiring thirty (30) days notice to CITY prior to cancellation of coverage.
 - d. CONTRACTOR will bear sole responsibility for all claims, demands, suits, or legal proceedings caused by or resulting from the lottery operation, and shall agree to hold harmless and indemnify CITY from any and all loss, damage, injury, and claims arising or resulting from the conduct of the lottery, including bodily injury or property damage and financial loss by reason of entitlement to or settlement of claims for prizes or exceeding the net proceeds of the lottery.
7. **Term.** This AGREEMENT shall commence effective January 1, 2026 and shall terminate on January 1, 2031; provided however, that upon no less than one hundred eighty (180) days written notice to CITY prior to January 1, 2031, CONTRACTOR shall have the right to extend this AGREEMENT for an additional term of five (5) years.
8. **Termination.** If CONTRACTOR breaches any of the terms of this AGREEMENT or is otherwise in default of this AGREEMENT, CITY, may at least five (5) business days from knowledge of the breach, give written notice to CONTRACTOR that if CONTRACTOR fails to either cure such breach or default, or take substantial and bona fide steps within five (5) days after the notice is received, the AGREEMENT shall be terminated. If CONTRACTOR takes reasonable, substantial and bona fide steps to cure the breach, CITY may, however, and without any obligation whatsoever to do so, extend the period within which to allow CONTRACTOR to cure any such breach or default. In the event that CONTRACTOR fails to cure any such breach within the additional time for cure permitted by this AGREEMENT, then this AGREEMENT shall automatically terminate, it being expressly understood and agreed that no further action need be taken by CITY to terminate this AGREEMENT and further that CONTRACTOR hereby expressly waives any further notice of termination. In the event that the AGREEMENT is terminated by CITY, then CONTRACTOR shall have the right to appeal such termination to the District Court of Saunders County, Nebraska, by filing, within thirty (30) days of the effective date of said termination, a notice of appeal with Clerk of CITY.
- a. CITY may also terminate this AGREEMENT by giving thirty (30) days written notice to CONTRACTOR if the lottery has been discontinued by an election held by the voters of CITY as provided in the ACT. In the event of termination under this subparagraph, CONTRACTOR will have no right or claim for damages of any kind whatsoever, including without limitation, claims for loss or profits or any other loss

resulting from the termination either against CITY, its officers or employees, and hereby unconditionally releases each of the foregoing from the same.

9. **Conflict of Interest.** No elected or appointed official of CITY or any member of his/her immediate family shall, either directly or indirectly, during his or her term of office and for one (1) year thereafter, own any interest in or be employed by, or in any manner receive, either directly or indirectly, compensation remuneration, payments or other things or value from CONTRACTOR, or from any person owning an interest in or working for any of the foregoing or promoting the interest thereof.
10. **Assignability.** CONTRACTOR shall not assign or transfer any of its rights and obligations under this AGREEMENT or any portion thereof or any of the equipment and property used in the performance of this AGREEMENT without the prior written consent of CITY. Any assignment or transfer or attempt to assign or transfer for the benefit of creditors or by operation of law or by any administrative agency shall be deemed a breach of this AGREEMENT.
11. **Cessation of Interruption of Operations.** In the event that CONTRACTOR shall cease operations at any location for more than twenty-four (24) hours, Sundays and legal holidays excepted, CONTRACTOR shall notify CITY in advance of the interruption as soon as possible and no later than 48 hours from said interruption, stating the reasons for the interruption and the anticipated length of the cessation or operations. In no event, however, may CONTRACTOR cease or interrupt operations of a period of more than seven (7) days without prior written approval by CITY which approval will not be unreasonably withheld. In the event there is any breach of the terms and conditions of this paragraph, it shall be deemed a breach of this AGREEMENT by CONTRACTOR
12. **Default.** In addition to all rights and powers retained by CITY under this AGREEMENT or by law, CITY may terminate this AGREEMENT in the event CONTRACTOR commits a material breach. A material breach shall include but not be limited to the following:
 - a. Insolvency of CONTRACTOR;
 - b. The filing of a petition of bankruptcy for the protection, under Chapters 7, 11 or 13 of the Bankruptcy code, of the CONTRACTOR, any officer or partner of CONTRACTOR, or any shareholder or CONTRACTOR owning greater than five percent (5%) of the outstanding equity of CONTRACTOR;
 - c. The conviction of CONTRACTOR, any officer, partner, or employee or CONTRACTOR, or any shareholder of CONTRACTOR owning greater than five percent (5%) of the outstanding equity of CONTRACTOR of a felony relating to the honesty or trustworthiness of CONTRACTOR in performance of this AGREEMENT or in the performance of any other lottery or gambling operation. Convictions of other crimes involving moral turpitude or of such a nature as, in the opinion of CITY, may in any way adversely reflect upon the lottery operation or

CITY, or in any way give the appearance of impropriety shall give the CITY, the right to request the removal of any such person. Failure to honor said request will constitute a breach of this AGREEMENT;

- d. The failure to comply with any federal, state, or local law, or rules or regulations;
 - e. The failure to provide material information, the furnishing of false information, or the omission of material information as required to be disclosed by CONTRACTOR under this AGREEMENT, the specifications for lottery, or the CONTRACTOR's Proposal to CITY for this AGREEMENT;
 - f. The failure to pay prizes as required by law or this AGREEMENT;
 - g. The failure to pay CITY the percentage as set forth in paragraph 3(d);
 - h. The failure to obtain and/or maintain insurance coverage as required in paragraph 6;
 - i. The failure to obtain and/or maintain the letter or credit as required in paragraph 2(g);
 - j. The transfer of an ownership interest in CONTRACTOR or an assignment of this AGREEMENT in violation of subparagraph 11;
 - k. Any attempt to evade material provisions of this AGREEMENT or practice any fraud or deceit upon CITY or CONTRACTOR's customers;
 - l. The failure to cooperate with the certified public accountant performing the audit functions provided for by this AGREEMENT; or any other public authority empowered to monitor or enforce this AGREEMENT.
13. **Security.** CONTRACTOR agrees to provide adequate training and supervision of its employees and adequate security of all tickets, boards, or other items to be used in the lottery game in order to ensure a fair and honest lottery.
14. **Remedies.** In the event of any breach of this AGREEMENT, and in addition to all remedies available under this AGREEMENT, CITY shall be entitled to any relief available either in law or in equity
15. **Waiver.** No waiver by either party to this AGREEMENT at any time of any breach by the other party or of compliance by the other party with any condition or provision of this AGREEMENT to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.
16. **Severability.** Any invalidity or unenforceability of any provision or provisions of this AGREEMENT shall not affect the validity or unenforceability of any other provisions of

this AGREEMENT. All other provisions and parts of provisions shall remain in full force and effect; provided however, if in the sole opinion of CITY, the removal or inoperative effect of any such provision or part of a provision so declared invalid or unenforceable shall materially affect the CITY's rights hereunder, CITY without any liability to CONTRACTOR for any claims whatsoever may terminate this AGREEMENT.

17. **Construction.** This AGREEMENT incorporates and integrates all terms and conditions of all documents and laws mentioned and constitutes the entire AGREEMENT between the parties. This AGREEMENT may not be discharged or modified except as provided herein or unless amended, modified, or discharged, in writing by AGREEMENT of both parties. Any and all such amendments or modifications to this AGREEMENT shall be binding upon CONTRACTOR's surety without notice to the surety.

18. **Notice.** Any notices or payments required hereunder shall be deemed given or made upon its deposit in the United States mail, postage prepaid, addressed as follows:

a. **To CITY:**

City Administrator
Wahoo City Hall
605 North Broadway
Wahoo, NE 68066

b. **To CONTRACTOR:**

Keith Blake
Four Sons Inc.
13901 Guildford
Suite H
Waverly, Ne 68462

19. **Applicable Law.** This AGREEMENT shall be governed by and construed in accordance with laws of the State of Nebraska.

20. **Change in Laws.** In the event any federal or state law or any law of a political subdivision of the State is enacted which impairs the financial interests of either of the parties of this AGREEMENT, each party shall have the right to serve notice on the other party for the purpose of negotiating changes in the economic provisions of this Contract as those provisions are adversely affected by the said laws.

21. **Non-Discrimination.** CONTRACTOR agrees to allow all individuals to play the lottery without regard to race, religion, national origin, or gender, and or adopt and implement nondiscriminatory employment practices, except that all employees of CONTRACTOR in

the operation of the lottery and all persons that shall be permitted to play the lottery shall have attained his or her nineteenth (19th) birthday.

22. **Premises.** The parties acknowledge that CONTRACTOR shall conduct the lottery operation from the premises known as **Titles Lounge** which is engaged in a bar and lounge business operation at the premises located at **128 W. 5th St., Wahoo, Nebraska 68066.**

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, on the _____ day of March, 2026.

CITY OF WAHOO

By: _____
Gerald A. Johnson, Mayor

ATTEST:

CITY CLERK

FOUR SONS INC.,
a Nebraska Corporation

By: _____
Keith Blake, Secretary