

WAHOO CITY COUNCIL AGENDA
Tuesday, June 9, 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.

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

Consent Agenda

1. Acceptance of excused absence of Mayor or Council member(s)
2. Approval of the May 26, 2026 minutes of the City Council
3. Approval of the Mayor's reappointment of Kal Lausterer to the Library Board for a four-year term ending June 2030
4. Approval of the Mayor's reappointment of Tracy Pfliger and Dylan Egr to the Planning Commission for a three-year term ending July 2029.
5. Approval of the Mayor's reappointment of Mark Sutton and Chad Aldrich to the Board of Adjustments for a three-year term ending July 2029
6. Approval of claims

Public hearing and associated action items

Action items not requiring a public hearing

1. Approval of a request for a Special Designated Liquor License as requested by J&J LLC
2. Approval of an application for a multi-day event permit as requested by Sue DuBios for the Wahoo Farmer's Market at 5th & Maple
3. Resolution to authorize participation in the Saunders County Mutual Finance Organization for FY 2026-27
4. Consideration of an Agreement with NE Department of Economic Development for the CCCFF Planning Grant.
5. Approval of a Resolution for no parking signs to be placed on the North Side of A Street Between South Chestnut and South Walnut
6. First Reading of Ordinance No 2504 regarding annexation of Krumel Industrial Subdivision
7. Approval of a Resolution declaring property as surplus
8. Approval of an amendment to Transportation Corridor Design Overlay Standards to allow industrial uses in industrially zoned areas to be exempt from the application of the standards

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

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
GENERAL FUND						
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 - July 2026	JULY2026	06/01/2026	1,600.00	.00
Total 101-01-550.000 RENTS-LAND/BLDGS/EQUIP:					1,600.00	.00
101-01-550.330 PRINTING & PUBLICATION						
101-01-550.330 PRINTING & PUBLICATION	Lincoln Journal Star	Liquor License Fariner PH	3767CEE7-024	03/16/2026	16.39	.00
101-01-550.330 PRINTING & PUBLICATION	Lincoln Journal Star	PH - 130 S Walnut - PC	3767CEE7-024	04/27/2026	15.26	.00
101-01-550.330 PRINTING & PUBLICATION	Lincoln Journal Star	PC - Krumel Rezone - PH	3767CEE7-025	04/27/2026	17.52	.00
101-01-550.330 PRINTING & PUBLICATION	Lincoln Journal Star	Pizza Hut Liquor License	3767CEE7-025	05/12/2026	13.00	.00
101-01-550.330 PRINTING & PUBLICATION	Lincoln Journal Star	robert's 2nd replat - PH - CC	3767CEE7-025	05/13/2026	11.31	.00
101-01-550.330 PRINTING & PUBLICATION	Lincoln Journal Star	Krumel Rezon - PH - CC	3767CEE7-025	05/13/2026	15.26	.00
101-01-550.330 PRINTING & PUBLICATION	Lincoln Journal Star	Final Plat Krumel - PH - CC	3767CEE7-025	05/13/2026	11.31	.00
101-01-550.330 PRINTING & PUBLICATION	Lincoln Journal Star	CUP - Car Lot - PH - CC	3767CEE7-025	05/13/2026	14.70	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 2-10-26	3767CEE7-024	02/13/2026	69.74	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Final plat 51-52 N Highlands	3767CEE7-024	02/20/2026	13.91	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 2-24-26	3767CEE7-024	03/13/2026	47.16	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 3/10/26	3767CEE7-024	03/16/2026	69.74	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minuites 4-14-26 & 4-16-26	3767CEE7-024	04/17/2026	64.61	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 4-28-26	3767CEE7-025	04/30/2026	36.37	.00
Total 101-01-550.330 PRINTING & PUBLICATION:					416.28	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Paper Tiger Shredding	Paper shredding	237649	05/31/2026	38.00	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #783729194-00001 City Admin phone	6144114260	05/20/2026	40.04	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	City Hall Utilities - 605 N Broadway	JUNE2026	06/03/2026	283.67	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	003 - 608 W Linden	7621850T054	06/01/2026	17.09	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	017- downtown cans	7621850T054	06/01/2026	49.95	.00
Total 101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					428.75	.00
101-01-550.390 MEMBERSHIP & CERTIF. DUES						
101-01-550.390 MEMBERSHIP & CERTIF. DUES	IIMC	Membership for Christina Fasel	2026	06/01/2026	195.00	.00
Total 101-01-550.390 MEMBERSHIP & CERTIF. DUES:					195.00	.00
101-01-550.410 EDUCATION & TRAINING EXPENSE						
101-01-550.410 EDUCATION & TRAINING EXPENSE	Cass County Emergency M	CPR certification (Baker, Fasel, Brabec, Harrell)	2026-CPR	06/05/2026	100.00	.00
101-01-550.410 EDUCATION & TRAINING EXPENSE	League of Nebraska Munci	2026 Acct and Finance Conference	6126	06/01/2026	530.00	.00
Total 101-01-550.410 EDUCATION & TRAINING EXPENSE:					630.00	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
101-01-923.060 CONSULTANTS - OTHER						
101-01-923.060 CONSULTANTS - OTHER	Pictometry International Co	2026 flight EV Cloud Year 1	US-450807-1	05/01/2026	1,325.00	.00
Total 101-01-923.060 CONSULTANTS - OTHER:					1,325.00	.00
Total GENERAL FUND:					4,595.03	.00
POLICE FUND						
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	216 W 3rd Street utilities	JUNE2026	06/03/2026	306.00	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	002 - 216 W 3rd	7621850T054	06/01/2026	17.09	.00
Total 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					323.09	.00
102-01-550.410 EDUCATION & TRAINING EXPENSE						
102-01-550.410 EDUCATION & TRAINING EXPENSE	Cass County Emergency M	CPR Certification (Carls, O'Sullivan, Baudler, Schaefer, Stukenholtz, Garcia)	2026-CPR	06/05/2026	150.00	.00
Total 102-01-550.410 EDUCATION & TRAINING EXPENSE:					150.00	.00
Total POLICE FUND:					473.09	.00
STREET FUND						
103-01-546.110 SALARIES & WAGES						
103-01-546.110 SALARIES & WAGES	Wahoo Utilities	GIS wage reimbursement	52226	05/22/2026	456.82	.00
103-01-546.110 SALARIES & WAGES	Wahoo Utilities	GIS wage reimbursement	6526	06/05/2026	389.65	.00
Total 103-01-546.110 SALARIES & WAGES:					846.47	.00
103-01-546.215 EMPLOYEE BENEFITS						
103-01-546.215 EMPLOYEE BENEFITS	Wahoo Utilities	GIS benefits reimbursement	52226	05/22/2026	58.33	.00
103-01-546.215 EMPLOYEE BENEFITS	Wahoo Utilities	GIS benefits reimbursement	6526	06/05/2026	61.52	.00
Total 103-01-546.215 EMPLOYEE BENEFITS:					119.85	.00
103-01-550.310 MATERIALS & SUPPLIES						
103-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	fastners	A337081	05/06/2026	3.72	.00
103-01-550.310 MATERIALS & SUPPLIES	Wahoo Auto Parts LLC	bondo materials and paint	5398-319256	05/21/2026	27.15	.00
Total 103-01-550.310 MATERIALS & SUPPLIES:					30.87	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #783729194-00001 Street Dept phone	6144114260	05/20/2026	40.04	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #783729194-00002 - Tablets (7) 4/21/26-5/20/26	6144114261	05/20/2026	140.14	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	331 W A Street utilities	JUNE2026	06/03/2026	314.29	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	007-316 W A Street	7621850T054	06/01/2026	101.71	.00
Total 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					596.18	.00
103-01-550.410 EDUCATION & TRAINING EXPENSE						
103-01-550.410 EDUCATION &						

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
TRAINING EXPENSE	Cass County Emergency M	CPR Certification (Reynolds, Day, Rezak, Bohaty, Wynn, Berthelsen, Benes)	2026-CPR	06/05/2026	175.00	.00
Total 103-01-550.410 EDUCATION & TRAINING EXPENSE:					175.00	.00
103-01-550.490 DIGGER'S HOTLINE EXPENSE						
103-01-550.490 DIGGER'S HOTLINE EXPENSE	One Call Concepts	locate tickets	6050234	05/31/2026	33.21	.00
Total 103-01-550.490 DIGGER'S HOTLINE EXPENSE:					33.21	.00
103-01-550.510 ASPHALT/GRAVEL/CONCRETE						
103-01-550.510 ASPHALT/GRAVEL/CONCRETE	National Concrete Cutting I	asphalt millings	31867	05/22/2026	2,115.09	.00
103-01-550.510 ASPHALT/GRAVEL/CONCRETE	Pavers Inc.	2.3 ton cold mix asphalt	112413	05/18/2026	384.10	.00
Total 103-01-550.510 ASPHALT/GRAVEL/CONCRETE:					2,499.19	.00
103-01-554.640 CAR/TRUCK MAINTENANCE						
103-01-554.640 CAR/TRUCK MAINTENANCE	O'Reilly Automotive, Inc.	air filter	5646-332231	05/22/2026	48.37	.00
103-01-554.640 CAR/TRUCK MAINTENANCE	O'Reilly Automotive, Inc.	pump relay	5646-332636	05/27/2026	14.46	.00
Total 103-01-554.640 CAR/TRUCK MAINTENANCE:					62.83	.00
103-01-554.650 EQUIPMENT MAINTENANCE						
103-01-554.650 EQUIPMENT MAINTENANCE	Wahoo Auto Parts LLC	lube and filters	5398-319399	05/26/2026	115.74	.00
Total 103-01-554.650 EQUIPMENT MAINTENANCE:					115.74	.00
103-01-554.660 STORM SEWER MAINTENANCE						
103-01-554.660 STORM SEWER MAINTENANCE	Dave Rood Trucking	hauling 1 load of rip rap for Street Department N Chestnut drainage way	MAY2026	05/01/2026	400.00	.00
Total 103-01-554.660 STORM SEWER MAINTENANCE:					400.00	.00
103-01-554.680 RESURFACING & STREET MAINT.						
103-01-554.680 RESURFACING & STREET MAINT.	Wahoo Utilities	Reimbursement of Dave Henke's time	53026	05/30/2026	27.50	.00
Total 103-01-554.680 RESURFACING & STREET MAINT.:					27.50	.00
103-09-550.360 UTILITIES-ELEC./TELE./GARBAGE						
103-09-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Street Lights	JUNE2026	06/03/2026	1,500.63	.00
Total 103-09-550.360 UTILITIES-ELEC./TELE./GARBAGE:					1,500.63	.00
Total STREET FUND:					6,407.47	.00
CEMETERY FUND						
104-01-550.310 MATERIALS & SUPPLIES						
104-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	fastners	A337628	05/12/2026	2.79	.00
104-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	rope for flag pole	A338334	05/20/2026	12.99	.00
104-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	wood sealer	A338394	05/21/2026	29.99	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
104-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	painters tape, sand paper, white enamel	A338398	05/21/2026	52.96	.00
104-01-550.310 MATERIALS & SUPPLIES	Simons Home Store	cleaning supplies	A338482	05/21/2026	90.14	.00
Total 104-01-550.310 MATERIALS & SUPPLIES:					188.87	.00
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #783729194-00001 Cemetery phone	6144114260	05/20/2026	47.99	.00
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	016-Sunrise Cemetery	7621850T054	06/01/2026	17.09	.00
Total 104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					65.08	.00
104-01-550.410 EDUCATION & TRAINING EXPENSE						
104-01-550.410 EDUCATION & TRAINING EXPENSE	Cass County Emergency M	CPR Certification (Eastwood)	2026-CPR	06/05/2026	25.00	.00
Total 104-01-550.410 EDUCATION & TRAINING EXPENSE:					25.00	.00
104-01-554.620 LAND MAINTENANCE						
104-01-554.620 LAND MAINTENANCE	Todd Valley Farms, Inc.	grass seed and erosion control and grave mats	70373	03/23/2026	881.90	.00
Total 104-01-554.620 LAND MAINTENANCE:					881.90	.00
104-01-554.640 CAR/TRUCK MAINTENANCE						
104-01-554.640 CAR/TRUCK MAINTENANCE	O'Reilly Automotive, Inc.	Oil and funnel	5646-331520	05/14/2026	71.97	.00
Total 104-01-554.640 CAR/TRUCK MAINTENANCE:					71.97	.00
104-01-554.650 EQUIPMENT MAINTENANCE						
104-01-554.650 EQUIPMENT MAINTENANCE	OUTDOOR POWER GRO	blades, belts, air filter, tire, oil filter	397749	05/22/2026	876.86	.00
104-01-554.650 EQUIPMENT MAINTENANCE	OUTDOOR POWER GRO	mower parts	397928	05/22/2026	72.20	.00
104-01-554.650 EQUIPMENT MAINTENANCE	Wahoo Auto Parts LLC	Oil filter	5398-319480	05/28/2026	14.14	.00
Total 104-01-554.650 EQUIPMENT MAINTENANCE:					963.20	.00
Total CEMETERY FUND:					2,196.02	.00
PARKS & RECREATION FUND						
105-01-927.060 DIRECT SUPPORT FOR P & R						
105-01-927.060 DIRECT SUPPORT FOR P & R	Wahoo Parks & Recreation	Direct Support	JUNE2026	06/01/2026	60,000.00	.00
Total 105-01-927.060 DIRECT SUPPORT FOR P & R:					60,000.00	.00
Total PARKS & RECREATION FUND:					60,000.00	.00
FIRE FUND						
106-01-550.000 RENTS-LAND/BLDG./EQUIP.						
106-01-550.000 RENTS-LAND/BLDG./EQUIP.	Hometown Leasing	copier lease	368003566426	06/05/2026	41.50	.00
Total 106-01-550.000 RENTS-LAND/BLDG./EQUIP.:					41.50	.00
106-01-554.630 BUILDING MAINTENANCE						
106-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Fire Hall mop, towels, mats	5819636	05/26/2026	202.01	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 106-01-554.630 BUILDING MAINTENANCE:					202.01	.00
Total FIRE FUND:					243.51	.00
LIBRARY FUND						
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Library utilities	JUNE2026	06/03/2026	900.00	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Library utilities - sprinklers	JUNE2026	06/03/2026	52.36	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	010-Library	7621850T054	06/01/2026	17.09	.00
Total 108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					969.45	.00
108-01-550.560 BOOKS						
108-01-550.560 BOOKS	Cengage Learning Inc.	Books	999102702199	05/14/2026	21.44	.00
108-01-550.560 BOOKS	Cengage Learning Inc.	Books	999102725602	05/21/2026	29.52	.00
108-01-550.560 BOOKS	Ingram	books	96718606	05/20/2026	11.23	.00
108-01-550.560 BOOKS	Ingram	books	96718607	05/26/2026	13.28	.00
108-01-550.560 BOOKS	Ingram	books	96718608	05/20/2026	21.22	.00
108-01-550.560 BOOKS	Ingram	books	96718609	05/20/2026	258.46	.00
108-01-550.560 BOOKS	Ingram	books	96718610	05/20/2026	26.10	.00
108-01-550.560 BOOKS	Ingram	books	96747871	05/21/2026	26.10	.00
108-01-550.560 BOOKS	Ingram	books	96760553	05/21/2026	62.52	.00
108-01-550.560 BOOKS	Ingram	books	96916698	05/29/2026	37.49	.00
108-01-550.560 BOOKS	Ingram	books	96916699	05/29/2026	26.10	.00
108-01-550.560 BOOKS	Ingram	books	97000887	06/02/2026	18.75	.00
108-01-550.560 BOOKS	Ingram	books	97000888	06/02/2026	12.73	.00
108-01-550.560 BOOKS	Ingram	books	97000889	06/02/2026	21.25	.00
108-01-550.560 BOOKS	Ingram	books	97000890	06/02/2026	28.79	.00
108-01-550.560 BOOKS	Ingram	books	97000891	06/02/2026	206.57	.00
108-01-550.560 BOOKS	Ingram	books	97000892	06/02/2026	15.74	.00
108-01-550.560 BOOKS	Ingram	books	97009933	06/02/2026	57.25	.00
108-01-550.560 BOOKS	Ingram	books	97025631	06/03/2026	18.57	.00
108-01-550.560 BOOKS	Ingram	books	97025632	06/03/2026	19.64	.00
108-01-550.560 BOOKS	Ingram	books	97025633	06/03/2026	19.79	.00
108-01-550.560 BOOKS	Ingram	books	97034603	06/03/2026	19.79	.00
108-01-550.560 BOOKS	Ingram	books	97034604	06/03/2026	27.47	.00
Total 108-01-550.560 BOOKS:					999.80	.00
108-01-550.810 AV/VIDEO AND DIGITAL CONTENT						
108-01-550.810 AV/VIDEO AND DIGITAL CONTENT	Midwest Tape, LLC	Audio digital content	508945150	06/01/2026	491.16	.00
Total 108-01-550.810 AV/VIDEO AND DIGITAL CONTENT:					491.16	.00
108-01-554.630 BUILDING MAINTENANCE						
108-01-554.630 BUILDING MAINTENANCE	Heartland Office Cleaners	Library Cleaning	26197	06/01/2026	1,040.00	.00
108-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Library Mats	5825705	06/02/2026	26.39	.00
Total 108-01-554.630 BUILDING MAINTENANCE:					1,066.39	.00
Total LIBRARY FUND:					3,526.80	.00

DEBT SERVICE FUND

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
110-01-930.205 BOND PRINCIPAL (REIMB)						
110-01-930.205 BOND PRINCIPAL (REIMB)	Chase NYC	2023 CURB	JUNE26	06/01/2026	10,000.00	.00
Total 110-01-930.205 BOND PRINCIPAL (REIMB):					10,000.00	.00
110-01-930.210 INTEREST EXPENSE						
110-01-930.210 INTEREST EXPENSE	Chase NYC	Interest City - 2020 HA Ref Bonds	JUNE26	06/01/2026	12,873.75	.00
Total 110-01-930.210 INTEREST EXPENSE:					12,873.75	.00
110-01-930.215 INTEREST EXPENSE (REIMB)						
110-01-930.215 INTEREST EXPENSE (REIMB)	Chase NYC	Interest Utility 2023 CURB	JUNE26	06/01/2026	21,850.00	.00
Total 110-01-930.215 INTEREST EXPENSE (REIMB):					21,850.00	.00
110-06-923.090 PMT TO DEVELOPER-TIF						
110-06-923.090 PMT TO DEVELOPER-TIF	Next Generation Properties	1st TIF payment 2026	6126	06/01/2026	27,841.69	.00
Total 110-06-923.090 PMT TO DEVELOPER-TIF:					27,841.69	.00
110-06-930.200 BOND PRINCIPAL						
110-06-930.200 BOND PRINCIPAL	Chase NYC	2020 VP GO Bonds	JUNE26	06/01/2026	20,000.00	.00
Total 110-06-930.200 BOND PRINCIPAL:					20,000.00	.00
110-06-930.210 INTEREST EXPENSE						
110-06-930.210 INTEREST EXPENSE	Chase NYC	Interest City - 2019 VP Go Bonds	JUNE26	06/01/2026	2,497.50	.00
Total 110-06-930.210 INTEREST EXPENSE:					2,497.50	.00
Total DEBT SERVICE FUND:					95,062.94	.00
CAPITAL IMPROVEMENT FUND						
111-01-930.210 INTEREST EXPENSE						
111-01-930.210 INTEREST EXPENSE	Chase NYC	Interest City - 2023 GO BANs	JUNE26	06/01/2026	48,400.00	.00
Total 111-01-930.210 INTEREST EXPENSE:					48,400.00	.00
Total CAPITAL IMPROVEMENT FUND:					48,400.00	.00
BUILDING & ZONING FUND						
115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #783729194-00001 - BZ phone	6144114260	05/20/2026	52.14	.00
Total 115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					52.14	.00
115-01-550.410 EDUCATION & TRAINING EXPENSE						
115-01-550.410 EDUCATION & TRAINING EXPENSE	Cass County Emergency M	CPR Certification (Beavers)	2026-CPR	06/05/2026	25.00	.00
Total 115-01-550.410 EDUCATION & TRAINING EXPENSE:					25.00	.00
Total BUILDING & ZONING FUND:					77.14	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
ECONOMIC DEVELOPMENT						
116-01-921.910 SPECIAL DEVELOPMENT EXPENSE						
116-01-921.910 SPECIAL DEVELOPMENT EXPENSE	Wahoo Area Economic Dev	Monthly office support	JUNE2026	06/01/2026	7,500.00	.00
Total 116-01-921.910 SPECIAL DEVELOPMENT EXPENSE:					7,500.00	.00
Total ECONOMIC DEVELOPMENT:					7,500.00	.00
EMS						
121-01-550.000 RENTS-LAND/BLDG./EQUIP.						
121-01-550.000 RENTS-LAND/BLDG./EQUIP.	Hometown Leasing	copier lease	368003566426	06/05/2026	41.50	.00
Total 121-01-550.000 RENTS-LAND/BLDG./EQUIP.:					41.50	.00
121-01-550.355 MEDICAL SUPPLIES						
121-01-550.355 MEDICAL SUPPLIES	BoundTree Medical LLC	Medical supplies	86218482	05/26/2026	179.00	.00
121-01-550.355 MEDICAL SUPPLIES	BoundTree Medical LLC	Medical supplies	86222373	05/28/2026	155.77	.00
121-01-550.355 MEDICAL SUPPLIES	BoundTree Medical LLC	Medical supplies	86227834	06/02/2026	237.15	.00
121-01-550.355 MEDICAL SUPPLIES	Stryker Sales LLC	replacement AED infant/child electrode reimbursed by Weston	8106	05/14/2026	116.92	.00
Total 121-01-550.355 MEDICAL SUPPLIES:					688.84	.00
121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #242054816-00001 EMS phone service 4/1/26-5/1/26	6142420028	05/01/2026	210.24	.00
121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Fire Hall utilities	JUNE2026	06/03/2026	467.27	.00
121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	009 - Fire Hall	7621850T054	06/01/2026	42.80	.00
Total 121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					720.31	.00
Total EMS:					1,450.65	.00
CHESTNUT STREET PROJECT						
122-01-930.210 INTEREST EXPENSE						
122-01-930.210 INTEREST EXPENSE	Chase NYC	Interest City - 2021 VP Go Bonds	JUNE26	06/01/2026	20,620.00	.00
Total 122-01-930.210 INTEREST EXPENSE:					20,620.00	.00
Total CHESTNUT STREET PROJECT:					20,620.00	.00
Grand Totals:					250,552.65	.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: _____

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

107562 J+J LLC
License # Licensee Name/Non-Profit Organization

Event location name: Chips Restaurant (Parking Lot)

Event address/location: 1499 N Chestnut Wahoo NE

Event Type: Bike Show

Event date(s): July 26 2026

Event start time(s): 11:00AM

Event end time(s): 3:00PM

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 300 X 100 (Must submit a diagram)

Estimated number of attendees: 200

Alternate dates/times: N/A

Alternate location name/location: N/A

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Brandon Gregory Event contact phone number: 402-443-1164

Event contact Email: chipsrandb@gmail.com

*Signature Authorized Representative:  

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – OUTDOOR AREA DIAGRAM

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

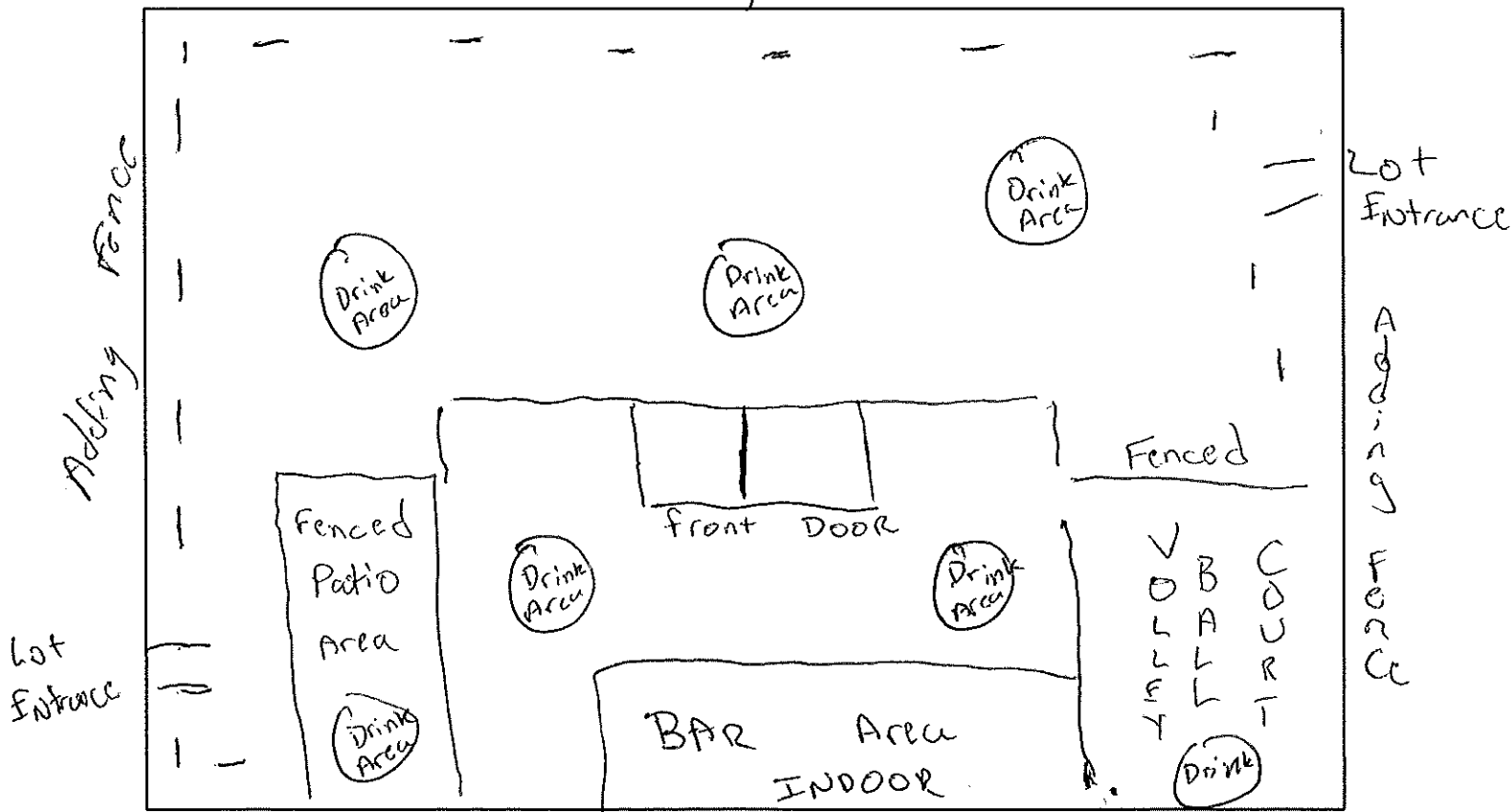
- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET

HOW AREA WILL BE PATROLLED: Adding Fence to connect
Parking Lot area to Building

- ID checks
- Wrist Bands

DIAGRAM OF PROPOSED AREA:

Adding Fence



City of Wahoo APPLICATION FOR EVENT PERMIT

An EVENT is a parade, march, ceremony, show, exhibition, pageant or procession of any kind, sponsored run or walk, or any similar display, in or upon city street. Permits are required to be submitted no less than fourteen (14) days before the event.

ITEMS TO INCLUDE WITH APPLICATION

1. Completed and signed form
2. Application Fee
3. Liability Insurance
4. Map Indicating Event Location
5. Written Permission from any business/homeowners affected by road closure

RESPONSIBLE ORGANIZATION or PERSON SEEKING TO CONDUCT EVENT

Name of Organization OR Person: Wahoo FARMERS MARKET - Sue DuBois

Address: 714 N Beech - Church address

City & State: Wahoo, NE. 68066

Phone: 402-277-0050

If the event is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the City Clerk a communication in writing from the person proposing to hold the event, authorizing the applicant to apply for the permit on his behalf.

RESPONSIBLE PARTIES

Event Chairperson: Sue DuBois - Wahoo First United Methodist.

Address: 818 N. Elm St - Sue's Address

City & State: Wahoo, NE. 68066

Phone (work, cell, and home): 402-277-0050

EVENT DETAILS

Date/Time: (for multi-day events please list all dates): (NO MARKET on July 30) Fair Parade

June 18 - September 24 - every Thursday

Type of Event: FARMERS MARKET

To Be Included on Map: * Pre-event Staging, Start Location, End Location, Post-Event Staging (indicate all locations used for staging) Maple St from 5th to the Alley

Are you requesting street closure? YES NO if so, include street closures on map

EVENT PARTICIPANT INFORMATION

Approximate Number of Participants in Event (# of attendees, # of Exhibits, # of animals, # of vehicles):

15-20 Vendors per WEEK

Are animals involved? YES NO If so, description of animals and plan for handling waste from animals:

As this is an outdoor market, some of the public walk dogs

Are vehicles involved? YES NO If so, describe vehicles:

Most vendors sell from the back of their parked vehicle



Wahoo Fire D

W 6th St

W 6th St

W 6th St

ter's Coffee

N Maple St N Maple St



Saunders County
Lost Pets - Pet Rescue



W 5th St

W 5th St

W 5th



M ker

Dollar C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2026

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

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

PRODUCER Insurance Professionals of Arizona 3521 E Brown Rd. Ste 101 Mesa AZ 85213		CONTACT NAME: Cheryl Lasher Howard PHONE (A/C. No. Ext): (480) 981-6338 E-MAIL ADDRESS: Cheryl@insuranceproaz.com FAX (A/C. No): (480) 981-6339	
INSURED First United Methodist Church Of Wahoo 714 N Beech St Wahoo NE 68066-1722		INSURER(S) AFFORDING COVERAGE INSURER A: AUTO OWNERS INS CO NAIC # 18988 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		45205083	04/15/2026	04/15/2027	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000	
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Wahoo is included as additional insured.

CERTIFICATE HOLDER City of Wahoo 608 N Linden St Suite B PO Box 398 Wahoo, NE 68066	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cheryl Lasher Howard
--	--

RESOLUTION # _____

WHEREAS, certain municipalities and fire protection districts located in Saunders County, Nebraska desire to enter into an Interlocal cooperation agreement for the creation of a Mutual Finance Organization pursuant to Legislative Bill 1120, 1998;

WHEREAS, the Interlocal Cooperation Agreement for a Mutual Finance Organization would be in the best interests of all participating members; and

WHEREAS, the members desire to enter into a written Interlocal Cooperation Agreement for a Mutual Finance Organization.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wahoo, Nebraska:

Section 1. The Interlocal Cooperation Agreement for a Mutual Finance Organization is hereby approved, ratified and accepted, and the Mayor of the City of Wahoo, Nebraska is hereby authorized, directed and empowered to execute the same;

Section 2. The Interlocal Cooperation Agreement for a Mutual Finance Organization shall not establish a separate legal entity, but rather shall be a joint and cooperative undertaking between the members and that a joint board shall be responsible for administering this joint and cooperative undertaking.

Section 3. All resolutions or parts of resolutions in conflict herewith are repealed.

Passed and adopted this _____ day of _____, 2026.

ATTEST:

_____ Secretary	_____ Printed Name
_____ Mayor	_____ Printed Name

June 5, 2026

TO: Mayor and Council

FROM: Melissa Harrell

RE: CCCFF Planning Grant

In January the City applied for a CCCFF Planning Grant and in March/April timeframe we were notified we had received the \$15,000 grant to be used for planning efforts for a new Civic Center facility.

Because the City is potentially also interested in applying for turnback sales tax funding (Sports Area Facility Financing Assistance Act – SAFFAA), we did further investigation in to how the CCCFF funding impacted our ability to apply for SAFFAA funding.

I spoke with several individuals including Mike Rogers, our Bonding counsel; Jovan Lausterer, City Attorney; staff from NE Department of Revenue who administers the SAFFAA program, and Tia Loftin who handles the CCCFF funding; and they each provided perspective and input on the potential conflict of accepting the CCCFF Planning Grant with SAFFAA funding.

In the regulations for the SAFFAA program, there is specific language that states an entity is not eligible to apply for SAFFAA funding if they have received CCCFF funding. There are two types of CCCFF grants – a planning grant and an implementation grant – but there is no specific differentiation between them in the SAFFAA program. So, because both the CCCFF and the SAFFAA programs are funded with turnback sales tax, utilizing both programs is considered double dipping. Some argued that planning was necessary before any kind of implementation, and thus two different kinds of projects. Additionally, the determination of whether we would be an eligible applicant lies solely in the SAFFAA five-member reviewing board.

Therefore, because the funding opportunity with SAFFAA is much larger than the \$15,000 planning grant, it is staff's recommendation that this grant opportunity be rejected and returned to NDED.

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
CIVIC AND COMMUNITY CENTER FINANCING FUND
ASSISTANCE AWARD CONTRACT NO. 26-03-084**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Wahoo, Nebraska ("Recipient"), upon the date of signature by both parties.

RECITALS:

A. The Nebraska Civic and Community Center Financing Act ("Act"), found in Neb. Rev. Stat. §13-2701 through §13-2710, was enacted to support the development of civic, community, and recreation centers throughout Nebraska that foster the maintenance or growth of communities. To provide funding for these development activities, the Act created the Civic and Community Center Financing Fund ("Fund") and directed the Department to award and administer grants of funds ("Act Funds") to eligible recipients. The requirements of the Act are incorporated herein by this reference.

B. The Recipient has submitted an application and all of the necessary supplementary materials (collectively, the "Application"). The Application sets forth a project involving a recreation center conceptual plan for Wahoo, Nebraska ("Project"), which is an activity that is eligible for assistance under the Act.

C. The Project was conditionally approved by the Department in accordance with the Act, and Act Funds were subsequently appropriated by the Nebraska Legislature for use on the Project. Because Act Funds were appropriated by the Legislature, the grant of assistance to the Recipient is considered finally approved, and this grant agreement is intended to govern the Department's administration of Act Funds disbursed to the Recipient for the Project.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount and Initial Disbursement of Act Funds; Matching Funds.

The Department will disburse Act Funds to the Recipient for the Project in a total amount not to exceed the lesser of: Fifteen Thousand Dollars (\$15,000), or fifty percent (50%) of the actual planning costs of the Project.

The Department will disburse fifty percent (50%) of the award of Act Funds for the Project to the Recipient after the Department receives a fully executed grant agreement. The

remaining fifty percent (50%) of the award of Act Funds will be disbursed as reimbursement for costs incurred in completing the Project.

Matching funds from local sources (as required by the Act) must be contributed to the Project prior to disbursement of Act Funds. The matching funds must be at least equal to the amount of Act Funds requested and at least fifty percent (50%) must be in cash.

§1.02 Period of Performance and Contract Term.

The Period of Performance for Recipient, meaning the time during which the Recipient may incur new obligations to carry out activities under this Agreement, pursuant to the requirements of §1.03 Use of Act Funds, shall begin on March 31, 2026 and shall terminate on March 30, 2028 (“Termination Date”). Under no circumstances shall obligations incurred after June 30 (of the second year of the Award) be reimbursed. All required activities, services, and deliverables, except for submission of final reports, must be completed by or before the Termination Date.

Final reports and closeout activities shall be due to the Department no later than ninety (90) days following the end of the Period of Performance (or termination, if earlier) (“Contract Term”), meaning that all final reports and closeout activities must be completed by the Recipient no later than June 30, 2028, or as otherwise approved by the Department in writing based on demonstrated progress provided by the Recipient.

§1.03 Use of Act Funds.

The Act Funds must be used solely for the purposes and as allowed and restricted by the Act and this agreement. Some specific restrictions which are applicable to the Project include, but are not limited to, the following:

- (a) Act Funds may only be used for the planning of the Project, but Act Funds may not be used for the construction, renovation, or expansion of the Project, and may not be used for programming, marketing, advertising, and related activities.
- (b) The Project shall be required to be physically located within the Recipient’s municipal boundaries or, for any city of the first class, city of the second class, or village, within the Recipient’s extraterritorial zoning jurisdiction.
- (c) If the Project involves construction, renovation, or expansion, the Recipient must maintain ownership of the benefiting real property for at least five (5) years after the start of the Contract Term.

§1.04 Disbursement of Act Funds; 50% Reserve/Escrow Until Project Completed.

Disbursements of Act Funds will be made to the Recipient in the form and manner prescribed by the Department if such disbursements are determined to be in conformance with the requirements of the Act.

In order to receive disbursements, the Recipient must submit the State of Nebraska ACH Enrollment Form to the Department. For disbursements after the initial fifty percent (50%), the Recipient must provide, upon request by the Department, documentation substantiating the expenditure of Project costs and the use of adequate local matching funds for the requested disbursement.

Disbursements will be made by electronic deposit to the account designated by the Recipient on the State of Nebraska ACH Enrollment Form and in accordance with the requirements of this contract.

No more than fifty percent (50%) of the total Act Funds will be disbursed to the Recipient prior to the Department receiving a certification of the commitment and expenditure of the required minimum match or an amount of local sources equaling the total grant award. Upon a determination that Project costs have been properly documented by the Recipient and the minimum level of matching funds have been committed, the Department will disburse the remainder of the Act Funds.

§1.05 Final Planning Products.

Prior to closeout of the Project, the Recipient must submit the resulting final planning product electronically to the Department.

§1.06 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of the contract via this reference and by agreement of the parties.

PART II: [RESERVED].

PART III: [RESERVED].

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Recipient or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

Either party may request amendments to this contract; however, amendments will not be effective until mutually agreed to in writing by both parties.

§4.02A Period of Performance; Project Outcome/Impact Performance Reports Required.

The period of performance for Recipient, meaning the time during which the Recipient may incur obligations to carry out activities under this agreement, shall be for twenty-four (24) months, beginning March 31, 2026 and concluding March 30, 2028 (“Period of Performance”). All of the Recipient’s performance obligations under this contract must be completed within the Contract Term. Please also see §1.02 Period of Performance and Contract Term.

To assist the Department in obtaining information on the outcomes and impacts of grant-funded projects, the Recipient must prepare and submit performance reports on the Project. All performance reports must be submitted in the form and manner specified by the Department.

Performance reports are due every six (6) months during the Contract Term and must include a narrative of the progress, Project expenditures to date, data reflecting the current status of the Project, any perceived changes to the budget for the Project, and any other information the Department may request to establish the timeliness of the Project.

The Recipient may also be required to submit interim performance reports upon request. These reports will be subject to reasonable requirements and due dates as determined by the Department.

A final performance report must be submitted to the Department no later than thirty (30) days prior to the end of the Contract Term. The report must include a final narrative on the outcome of the Project, including information on what was and was not successful in completing the Project as described in the Application, and any other Project information that may be requested by the Department. The Department may withhold up to ten percent (10%) of the Act Funds awarded under this contract until the Department receives and approves the final performance report.

All performance reports must be submitted to the Department electronically as prescribed by the Department.

Failure to provide required performance reports by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. If that happens, the Department may immediately terminate this contract, in whole or in part, and/or require repayment of any or all Act Funds disbursed to the Recipient.

§4.02B Project Outcome and Impact Performance Reports Required.

The Recipient agrees to submit complete progress, performance, financial, and compliance reports on the Project (“Reports”). The Department uses these Reports to obtain information on the outcomes and impacts of grant-funded projects and Project

compliance under the Act. The Recipient must prepare and submit performance reports on the Project, including a final report. All Reports must be submitted in the form and manner specified by the Department throughout the Contract Term, unless otherwise approved by the Department in writing, or until closeout (whichever comes first).

Performance reports are due every six (6) months during the Contract Term and must include a narrative of the progress, Project expenditures to date, data reflecting the current status of the Project, any perceived changes to the budget for the Project, and any other information the Department may request to establish the timeliness of the Project. The Recipient agrees to submit performance reports until the Department notifies the Recipient of closeout.

The Recipient may also be required to submit interim performance reports upon request. These reports will be subject to reasonable requirements and due dates as determined by the Department. See also §4.04 Compliance with State and Act Regulations and Performance Monitoring.

A final performance report must be submitted to the Department no later than thirty (30) days prior to the end of the Contract Term. The report must include a final narrative on the outcome of the Project, including information on what was and was not successful in completing the Project as described in the Application, and any other Project information that may be requested by the Department. The Department may withhold up to ten percent (10%) of the Act Funds awarded under this contract until the Department receives and approves the final performance report.

All performance reports must be submitted to the Department electronically as prescribed by the Department.

Failure to provide required performance reports by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. If that happens, the Department may immediately terminate this contract, in whole or in part, and/or require repayment of any or all Act Funds disbursed to the Recipient.

§4.03 Accounting for Act Funds; Record Access.

The Recipient must account for Act Funds in a manner consistent with generally accepted accounting principles. All expenditures of Act Funds by the Recipient must be for obligations incurred in furtherance of the Project and must be supported by documentation evidencing the necessity for such expenditures. The Recipient must keep such records as the Department may require for compliance with the Act.

The Department and any other duly authorized official of the State of Nebraska must have full access to and the right to examine, audit, excerpt, or transcribe any of the Recipient's records pertaining to this contract. The records must be retained for at least three (3) years after termination of this contract.

§4.04 Compliance with State and Act Regulations and Performance Monitoring.

The Recipient must comply with all applicable state law, Act regulations, and any reasonably equivalent procedures and requirements that the Department may prescribe. In particular, the Recipient agrees to establish internal controls in order to provide the Department with reasonable assurance that it is carrying out the Project in compliance with state statutes, regulations, and the terms and conditions of this contract.

The Recipient shall also conform with the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat. §§ 81-3401 to 81-3455), which governs the practice of engineering and architecture in the state of Nebraska in order to safeguard life, health, property, and promote the public welfare through licensing and enforcement of state statutes.

The Department may conduct performance review monitoring visits to determine compliance with this contract. Monitoring may be conducted on-site or via desktop review of materials submitted for the Department's review.

§4.05 Early Termination; Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Recipient.

This contract may also be terminated, in whole or in part, prior to the completion of Project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Recipient must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Recipient for allowable expenses incurred before the effective date of termination.

§4.06 Termination Due to Loss of Funds.

This contract may terminate, in full or in part, in the event the Department suffers a loss of funding which permits it to fund the Recipient. In such an event, the Department will provide the Recipient written notice setting forth the effective date of full or partial termination.

§4.07 Termination for Cause.

In the event:

- (a) the terms of this contract have not been, nor are anticipated to be, fulfilled within the Contract Term as stated herein (or extended by a later amendment);
- (b) the Department determines the Application contained material omissions, errors, or misrepresentations; or

(c) the Department determines Act Funds have been used for purposes other than eligible Project activities or in a manner contrary to the requirements of the Act.

Then, the Department may revoke the grant and terminate this contract, seek repayment of Act Funds paid to the Recipient, or both. Payments made to the Recipient or recoveries by the Department will be in accordance with the legal rights of the parties.

§4.08 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Recipient is prevented from performing by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Recipient. To obtain release based on a Force Majeure Event, the Recipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.09 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) business days following deposit in the mail.

§4.10 Waivers in Writing; Severability; Assignment of Interest.

No conditions or provisions of this contract will be waived unless approved by the Department in writing.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

The Recipient may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

§4.11 Relationship of the Parties.

Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party. Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against the Recipient, its officers, or its agents will in no way be the responsibility of the Department.

§4.12 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Recipient, and the Recipient will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Recipient must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Labor registration requirements, including any registration requirements pertaining to types of business entities (e.g., sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Recipient for its records.

§4.13 State of Nebraska Non-Liability/Hold Harmless.

The Recipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Recipient or by their officials, officers, employees, agents, or associates under this contract.

§4.14 Authorization of Project Publicity and Information Sharing.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient shall inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the Project.

The Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

§4.15 Verification of Work Eligibility Status for New Employees.

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with its subcontractors. A failure by the Recipient to adhere to these requirements is a violation of the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Recipient to be in default on the contract.

§4.16 Drug Free Workplace Policy.

The Recipient acknowledges the State of Nebraska requires a Drug Free Workplace Policy on the part of the Recipient as a term and condition of contracting with the Department.

§4.17 Civil Rights Law and Equal Opportunity Employment.

The Recipient must comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. The Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin.

§4.18 Americans with Disabilities Act (ADA).

The Recipient must comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices including the reasonable accommodation of persons with disabilities in hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

§4.19 Governing Law; Binding Effect; Counterparts; Entire Agreement.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.



This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This instrument, any attachments, and those items incorporated by reference contain the entire agreement between the parties.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<p>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>Signed by:  By: _____ (Director or Designee)</p> <p>Stacey Parr _____ (Typed or Printed Name)</p> <p>Deputy Director _____ (Title)</p> <p>5/3/2026 _____ (Date)</p>	<p>RECIPIENT → CITY OF WAHOO, NEBRASKA</p> <p>Signed by:  By: _____ (Authorized Official)</p> <p>Gerald Johnson _____ (Typed or Printed Name)</p> <p>Mayor of WAhoo _____ (Title)</p> <p>5/1/2026 _____ (Date)</p>
---	---

RESOLUTION NO. 2026-13

WHEREAS, the Governing Body of the City of Wahoo, Nebraska, has enacted a Municipal Code, and,

WHEREAS, Wahoo Municipal Code Section 70.01 adopts all portion of the Nebraska Rules of the Road and incorporates them by reference into the Wahoo Municipal Code, and,

WHEREAS, Section 60-680 (1)(b) of the Nebraska Revised Statutes provides the following:

“(1) Any local authority with respect to highways under its jurisdiction and within the reasonable exercise of police power may: ... (b) Regulate traffic by means of peace officers or traffic control devices;” and

WHEREAS, Section 60-624 of the Nebraska Revised Statutes defines a highway as follows:

“Highway shall mean the entire width between the boundary limits of any street, road, avenue, boulevard, or way which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.” and,

WHEREAS, Section 60-670 of the Nebraska Revised Statutes defines a traffic control device as follows:

“Traffic control device shall mean any sign, signal, marking, or other device not inconsistent with the Nebraska Rules of the Road placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning, or guiding traffic.” and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, as the City of Wahoo’s Governing Body, do desire to adopt this resolution providing for prohibiting parking at certain locations within the corporate limits of the City of Wahoo, Nebraska,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wahoo, Nebraska, as follows:

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

Section 2. That traffic control devices, to wit: one or more No Parking signs, be erected at the following locations, all located in the City of Wahoo, Nebraska:

Along the North side of A Street Between South Chestnut Street and South Walnut Street.

Section 3. That upon the approval of this Resolution and at the discretion of the Chief of Police, the aforementioned traffic control devices shall be erected, and this Resolution shall remain in full force and

effect until the removal of said aforementioned signs, by the City of Wahoo, Nebraska, at which time, this Resolution shall be of no force and effect.

PASSED AND APPROVED this 9th day of June 2026.

CITY OF WAHOO, NEBRASKA

ATTEST:

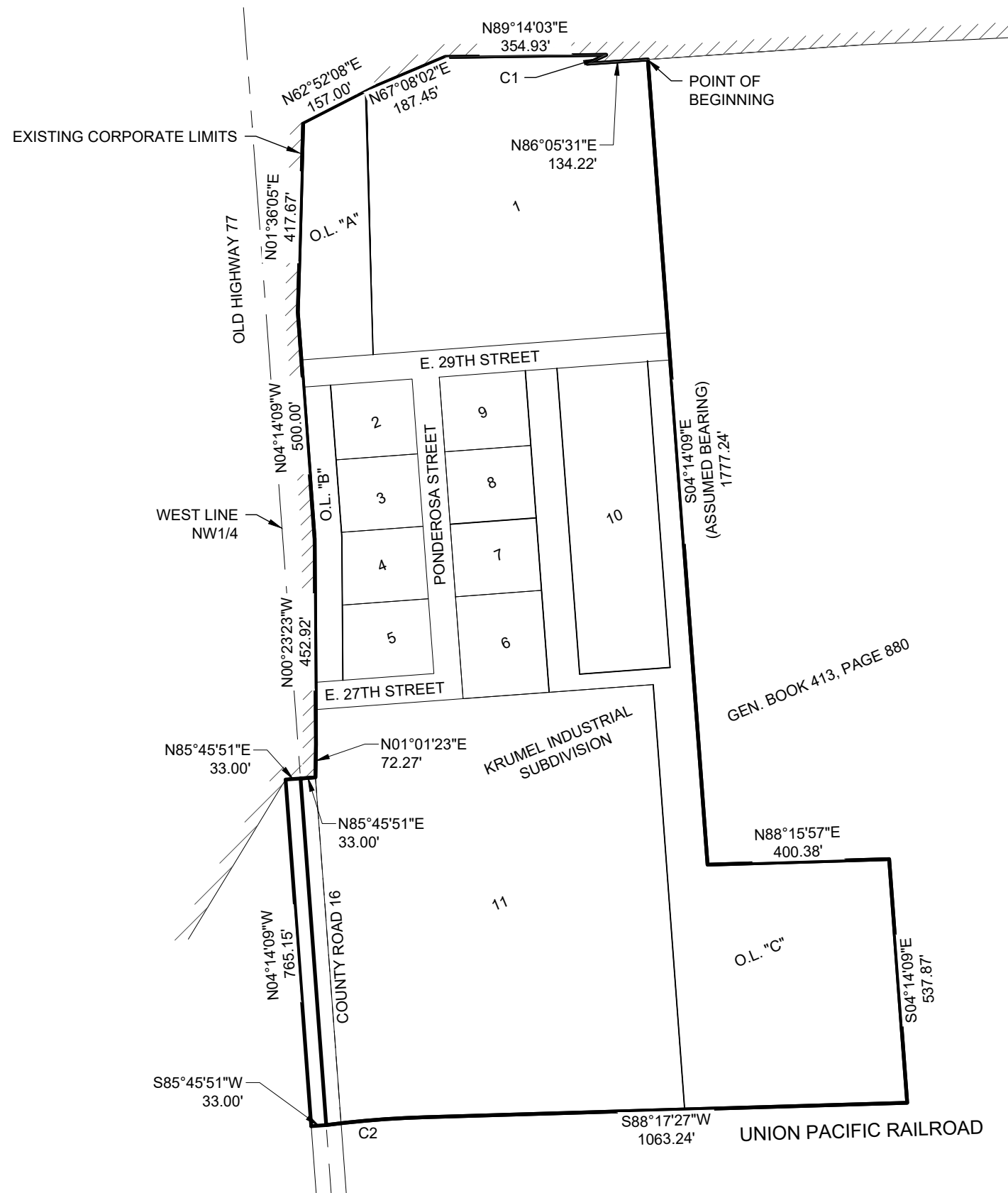
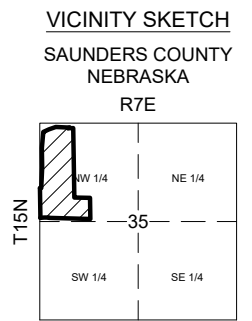
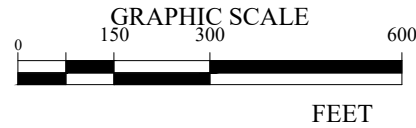
By: _____
Gerald D. Johnson, Its Mayor

Christina Fasel, City Clerk

(SEAL)

ORDINANCE NO. ANNEXATION PLAT

PART OF THE NW1/4 SEC. 35-T15N-R7E OF THE SIXTH P.M. CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA



ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, KRUMEL INDUSTRIAL SUBDIVISION; THENCE S04°14'09"E (ASSUMED BEARING) O THE EAST LINE OF SAID KRUMEL INDUSTRIAL SUBDIVISION, A DISTANCE OF 1777.24 FEET TO THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN GENERAL BOOK 413, PAGE 880; THENCE N88°15'57"E ON SAID SOUTH LINE, A DISTANCE OF 400.38 FEET; THENCE S04°14'09"E, A DISTANCE OF 537.87 FEET TO THE NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S88°17'27"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1063.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY CONTINUING ON SAID NORTH RIGHT OF WAY LINE, ON A 2095.80 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 217.89 FEET, THE CHORD OF SAID CURVE BEARS S85°25'54"W, A DISTANCE OF 217.79 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE S85°45'51"W, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 16; THENCE N04°14'09"W ON SAID WEST RIGHT OF WAY LINE, PARALLEL WITH AND 33.00 FEET DISTANT FROM SAID WEST LINE, A DISTANCE OF 765.15 FEET; THENCE N85°45'51"E, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 33.00 FEET TO SAID WEST LINE; THENCE NORTHERLY ON THE EASTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 77, THE FOLLOWING 5 COURSES: N85°45'51"E, 33.00 FEET; N01°01'23"E, 72.27 FEET; N00°23'23"W, 452.92 FEET; N04°14'09"W, 500.00 FEET; N01°36'05"E, 417.67 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 77 AND NEBRASKA HIGHWAY 92 AS DESCRIBED IN INSTRUMENT NO. 2023-07188; THENCE N62°52'08"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 157.00 FEET; THENCE N67°08'02"E CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 187.45 FEET; THENCE N89°14'03"E ON SAID SOUTHERLY RIGHT OF WAY LINE AS DESCRIBED IN GENERAL BOOK 494, PAGE 425, A DISTANCE OF 354.93 FEET; THENCE SOUTHWESTERLY CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE ON A 1055.22 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 46.19 FEET, THE CHORD OF SAID CURVE BEARS S65°10'24"W, A DISTANCE OF 46.19 FEET; THENCE N86°05'31"E CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE AS DESCRIBED IN GENERAL BOOK 297, PAGE 317, A DISTANCE OF 134.22 FEET TO THE POINT OF BEGINNING, CONTAINING 49.47 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT:

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

JOSEPH A. SATHER

DATE

CURVE DATA TABLE						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	46.19'	1055.22'	002°30'29"	23.10'	S65°10'24"W	46.19'
C2	217.89'	2095.80'	005°57'24"	109.04'	S85°25'54"W	217.79'

PART NW1/4
SEC. 35-T15N-R7E OF 6TH P.M.
SAUNDERS COUNTY, NEBRASKA

ANNEXATION PLAT
ORD. NO.

PROJECT NO. 090184
DATE 6/8/2026
DRAWN BY AWH
FILE NAME SV_242471_annex.dwg
FIELD BOOK
FIELD CREW
SURVEY FILE NO.

J:\Projects\242471.00-Sand Creek Industrial Subdivision - Wahoo\6 Survey\Drawings\SV_242471_annex.dwg, on 6/8/2026 11:59 AM.



April 3, 2026

Melissa Harrell
City of Wahoo
608 N. Linden St.
Wahoo, NE 68066

RE: Krumel Industrial Subdivision Annexation Request

Dear Ms. Harrell,

On behalf of JEO Investments, Inc., as owner and developer of the real property described below, this letter shall serve as a formal petition and request to annex certain real property into the corporate limits of the City of Wahoo, Nebraska, pursuant to applicable provisions of Nebraska law.

The property proposed for annexation is commonly known as Krumel Industrial Subdivision and is more particularly described as follows:

A parcel of land located in the Northwest Quarter of Section 35, Township 15 North, Range 7 East of the Sixth Principal Meridian, Saunders County, Nebraska, containing approximately 48.89 acres, more or less, as shown and described on the Final Plat entitled "Krumel Industrial Subdivision" submitted herein:

The subject property is contiguous to the existing corporate limits of the City of Wahoo and is proposed for development consistent with the City's adopted land use plans, zoning regulations, and long-range growth objectives.

Annexation of the property will allow for orderly municipal growth, extension of public services, compatible commercial and industrial development, and uniform application of City regulations.

The owner acknowledges that upon annexation, the property will be subject to the ordinances, regulations, taxes, and jurisdiction of the City of Wahoo.

Accordingly, JEO Investments, Inc. respectfully petitions the City of Wahoo to initiate and complete annexation proceedings for the above-described property and to take all actions necessary to incorporate the property into the City's corporate limits.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'K. Andersen', with a long horizontal flourish extending to the right.

Kevin Andersen,
Senior Client Advisor

Enclosures

ORDINANCE NO. 2504

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

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, KRUMEL INDUSTRIAL SUBDIVISION; THENCE S04°14'09"E (ASSUMED BEARING) O THE EAST LINE OF SAID KRUMEL INDUSTRIAL SUBDIVISION, A DISTANCE OF 1777.24 FEET TO THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN GENERAL BOOK 413, PAGE 880; THENCE N88°15'57"E ON SAID SOUTH LINE, A DISTANCE OF 400.38 FEET; THENCE S04°14'09"E, A DISTANCE OF 537.87 FEET TO THE NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S88°17'27"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1063.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY CONTINUING ON SAID NORTH RIGHT OF WAY LINE, ON A 2095.80 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 217.89 FEET, THE CHORD OF SAID CURVE BEARS S85°25'54"W, A DISTANCE OF 217.79 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE S85°45'51"W, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 16; THENCE N04°14'09"W ON SAID WEST RIGHT OF WAY LINE, PARALLEL WITH AND 33.00 FEET DISTANT FROM SAID WEST LINE, A DISTANCE OF 765.15 FEET; THENCE N85°45'51"E, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 33.00 FEET TO SAID WEST LINE; THENCE NORTHERLY ON THE EASTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 77, THE FOLLOWING 5 COURSES: N85°45'51"E, 33.00 FEET; N01°01'23"E, 72.27 FEET; N00°23'23"W, 452.92 FEET; N04°14'09"W, 500.00 FEET; N01°36'05"E, 417.67 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 77 AND NEBRASKA HIGHWAY 92 AS DESCRIBED IN INSTRUMENT NO. 2023-07188; THENCE N62°52'08"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 157.00 FEET; THENCE N67°08'02"E CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 187.45 FEET; THENCE N89°14'03"E ON SAID SOUTHERLY RIGHT OF WAY LINE AS DESCRIBED IN GENERAL BOOK 494, PAGE 425, A DISTANCE OF 354.93 FEET; THENCE SOUTHWESTERLY CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE ON A 1055.22 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 46.19 FEET, THE CHORD OF SAID CURVE BEARS S65°10'24"W, A DISTANCE OF 46.19 FEET; THENCE N86°05'31"E CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE AS DESCRIBED IN GENERAL BOOK 297, PAGE 317, A DISTANCE OF 134.22 FEET TO THE POINT OF BEGINNING, CONTAINING 49.47 ACRES, MORE OR LESS

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

INVALID; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL, AS PROVIDED BY LAW AND AS PROVIDED HEREIN; AND TO PROVIDE THAT THIS ORDINANCE SHALL NOT BE MADE A PART OF THE WAHOO MUNICIPAL CODE.

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

WHEREAS, said above-described real estate is suburban in character, and,

WHEREAS, the Mayor and Council did receive a Petition for Annexation by the owner of the entire above described property, namely JEO Investments, Inc., who has waived all statutory hearing requirements, and,

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

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

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

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

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

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, KRUMEL INDUSTRIAL SUBDIVISION; THENCE S04°14'09"E (ASSUMED BEARING) O THE EAST LINE OF SAID KRUMEL INDUSTRIAL SUBDIVISION, A DISTANCE OF 1777.24 FEET TO THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN GENERAL BOOK 413, PAGE 880; THENCE N88°15'57"E ON SAID SOUTH LINE, A DISTANCE OF 400.38 FEET; THENCE S04°14'09"E, A DISTANCE OF 537.87 FEET TO THE NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S88°17'27"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1063.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY CONTINUING ON SAID NORTH RIGHT OF WAY LINE, ON A 2095.80 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 217.89 FEET, THE CHORD OF SAID CURVE BEARS S85°25'54"W, A DISTANCE OF 217.79 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE S85°45'51"W, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 16; THENCE N04°14'09"W ON SAID WEST RIGHT OF WAY LINE, PARALLEL WITH AND 33.00 FEET DISTANT FROM SAID WEST LINE, A DISTANCE OF 765.15 FEET; THENCE N85°45'51"E, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 33.00 FEET TO SAID WEST LINE; THENCE NORTHERLY ON THE EASTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 77, THE FOLLOWING 5 COURSES: N85°45'51"E, 33.00 FEET; N01°01'23"E, 72.27 FEET; N00°23'23"W, 452.92 FEET; N04°14'09"W, 500.00 FEET; N01°36'05"E, 417.67 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 77 AND NEBRASKA HIGHWAY 92 AS DESCRIBED IN INSTRUMENT NO. 2023-07188; THENCE N62°52'08"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 157.00 FEET; THENCE N67°08'02"E CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 187.45 FEET; THENCE N89°14'03"E ON SAID SOUTHERLY RIGHT OF WAY LINE AS DESCRIBED IN GENERAL BOOK 494, PAGE 425, A DISTANCE OF 354.93

FEET; THENCE SOUTHWESTERLY CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE ON A 1055.22 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 46.19 FEET, THE CHORD OF SAID CURVE BEARS S65°10'24"W, A DISTANCE OF 46.19 FEET; THENCE N86°05'31"E CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE AS DESCRIBED IN GENERAL BOOK 297, PAGE 317, A DISTANCE OF 134.22 FEET TO THE POINT OF BEGINNING, CONTAINING 49.47 ACRES, MORE OR LESS

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

Section 4. That all inhabitants of the above described real estate shall receive substantially the benefits of the other inhabitants of the City of Wahoo, Nebraska, as soon as practical, and adequate plans and necessary City of Wahoo, Nebraska, action to furnish such benefits as police, fire protection, snow removal, and utility services shall be adopted not later than one year after the date of annexation of the above described real estate.

Section 5. That the inhabitants of the above-described real estate shall be subject to the ordinances and regulations of the City of Wahoo, Nebraska, upon the effective date of this Ordinance.

Section 6. That should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the Mayor and Council of the City of Wahoo that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

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

Section 8. That this Ordinance shall be published in pamphlet form and shall be effective on the fifteenth day from and after its passage and approval, provided it has been published, as aforementioned, within the first fifteen days after its passage and approval.

Section 9. That this Ordinance shall not be made a part of the Wahoo Municipal Code.

PASSED AND APPROVED this ___ day of July, 2026.

CITY OF WAHOO, NEBRASKA

By: _____
Gerald D. Johnson, Its Mayor

ATTEST:

Christina Fasel, City Clerk

(SEAL)

1st Reading – June 9, 2026

2nd Reading – June 23, 2026

3rd Reading – July 14, 2026

1.3 Applicability

- A. The City of Wahoo, Zoning Regulations are applicable to all projects in the overlay area identified in Section 1.2 of this document.
- B. These Design Standards are additionally applicable to all new, redeveloped and renovated projects in the overlay area identified in Sections 1.1 and 1.2 of this document.
- C. Where the provisions of these Standards are in conflict with other provisions of the City Code, the regulation which results in the higher standard as determined by the Zoning Administrator shall apply. If the Zoning Administrator determines that a higher regulation cannot be determined, the more recent provision of the City Code shall apply.
- D. Any alterations to legal nonconforming parcels must result in conformance to City of Wahoo, Zoning Regulations, Article 4, Sections 4.18, 4.19 and 4.20: nonconforming uses, nonconforming structures and repairs and maintenance.
- E. Any alterations to legal nonconforming parcels must result in conformance to these Design Standards, when cost of alterations excess 50% of the County Assessor's appraisal of the building, excluding the land.
- F. All allowed uses within the designated Transportation Corridor are subject to these Design Standards and shall be considered to be commercial uses for the purposes of these Standards.
 - 1. Exceptions:
 - a. Single family residences on a single lot regardless of the zoning.
 - b. Two family residences on a single lot regardless of the zoning.
 - c. All industrial uses located in industrially zoned areas.

Comparison

Feature	Design Standards	I-1 Zoning Regulations
Intent		<p>I-1: This district will provide space for a wide range of industrial uses and structures which are able to meet certain performance standards to protect nearby non-commercial and non-individual uses from undesirable environmental conditions.</p> <p>I-2: The intent of this District space for some commercial and a wide range of industrial uses.</p>
Building Architecture	Addresses items like building form, roof lines, entrances, color, and building materials	No restrictions
Site - Screening	Requires service areas must be located in side or rear of building and screened from adjacent property or public ROW.	5.15.07(3) All waste material shall be screened from view with a solid fence.
	Requires all equipment to be screened as well.	7.15.04(2) Screening - All commercial and industrial uses that abut office districts shall provide screening not less than 6' in height along the property line(s).
Parking	Sets the parking areas back from the front property line 30' on primary street, 10' along side street, and a 5' greenspace buffer between building and the parking lot areas when adjacent to primary or side streets.	7.01.12 Unless otherwise provided, required parking and loading spaces shall not be located in a required front yard but may be located within a required side yard or rear yard.
		7.01.14(6) Parking spaces shall be located and served by a driveway that will not require any backing movement or other maneuvering within a street ROW other than an alley.
		7.01.14(9) Requires that all parking lots within the TC Overlay District are to be surfaced with asphalt and/or concrete and have curbed edging.
Site Lighting	Has more extensive detail into style, and location of lighting.	5.15.07(4) Exterior lighting shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

Landscaping	Must have a 10' screen of continuous evergreen shrubs between the street and any parking lot area.	7.15.03(2) A landscaped area having a minimum depth of 15' from the property line shall be provided along the street frontage of all lots or sites including both street frontage of corner lots. This may be reduced to 10' if an equal amount of sq ft of landscaped area, excluding of required side and rear yard landscaped areas, is provided elsewhere on the side. Not more than 25% of the surface of the landscaped area shall have inorganic materials. A minimum of one tree shall be planted for every 40' lineal feet or fraction thereof.
	Provide 1 shade tree for every 2,000 sq ft of parking area including driving aisles	7.15.03(6) Parking lots shall have at least 10 sq ft of interior landscaping for each parking stall except for those stalls abutting a perimeter where landscaping is required, or for those served by an aisle abutting and running parallel to said perimeter.
	For every 30' of building façade facing a street 1 shade tree must be provided.	7.15.03(7) Perimeter landscaping - all commercial office and industrial developments... shall provide perimeter landscaping to include 1 tree for each 40' or fraction thereof. Such landscaped area shall consist of sufficient area for the species of tree to be planted.
Signage	Must comply with Zoning Regulations	7.08.08 specifically addresses signs located in the Transportation Corridor Overlay District.
Outdoor Elements	No outdoor storage allowed.	7.14.01 (Performance Standards for Industrial Use) Physical Appearance: All operations shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes, or similar equipment when in operable condition.
Special Uses	Has additional provisions for auto sales, drive-thru establishments, fuel pumps, loading areas.	7.21 Junk Yards or Salvage Yards - provisions for screening of storage areas, minimum lot size and proximity to major streets/roadways.

Fences

	<p>7.12.01(4) Can install perimeter fencing higher than 8' if needed for security with a CU Permit.</p> <p>7.12.01(6) Fences constructed along and parallel to rear and side lot lines adjoining arterial streets, as designated by NDOT, shall not exceed 8' in height.</p>
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Did not include language that provides protections to residentially zoned areas in this analysis.

Section 5.15 I-1 - Light Industrial.5.15.01 *Intent:*

This district will provide space for a wide range of industrial uses and structures which are able to meet certain performance standards to protect nearby non-commercial and non-individual uses from undesirable environmental conditions.

Permitted and conditional uses in this district located within the Transportation Corridor Overlay District must adhere to Design Standards.

Adult Entertainment Facilities are included in this Zoning District. The intent of the Wahoo Zoning Ordinance is not to prohibit these uses but to regulate the secondary effects of these uses within the community.

5.15.02 *Permitted Uses:* The following shall be permitted as uses by right:

1. Assembly, manufacture, or preparation of articles and merchandise from the following types of previously prepared materials; bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, honey, horn, lacquer, leather, paper, plastics, precious or semi-precious metals or stones, shell, textiles, tobacco, wax, wire, wood (excluding sawmills, lumber mills, planning mills, and molding plants), yarn, or paint not employing a boiling process.
2. Assembly of electrical appliances or equipment, electronic instruments and devices, radios, phonographs, television, including the manufacture of small parts such as coils, condensers, transformers, crystal holders.
3. Assembly of metal products.
4. Manufacture of figurines, pottery, or similar ceramic products using only previously pulverized clay.
5. Manufacture of musical instruments, novelties, rubber or metal stamps, toys.
6. Manufacture of optical goods, scientific or precision instruments or equipment.
7. Manufacture of artificial limbs, dentures, hearing aids, surgical instruments or dressings, or other devices employed by the medical and dental professions.
8. Manufacture, compounding, processing, packaging, or treatment of such products as bakery goods, candy, cosmetics, dairy products or meat, drugs, perfumes, pharmaceuticals, perfumed toilet soap, toiletries, except that the rendering of fat or oil; fish or meat slaughtering; and processing of fermented food such as sauerkraut, vinegar, or yeast shall be excluded.
9. Manufacture or maintenance of billboards, commercial advertising structures, or name plates.
10. Auto, truck, trailer, or boat storage; truck rental or sales.
11. Automobile painting or upholstery.
12. Building of marine pleasure craft.
13. Building materials storage or sale yard.
14. Bottling Plant.
15. Cabinet or carpenter's shop.
16. Coin machine manufacturer or repair.
17. Contractor's equipment storage.
18. Cold storage plant.
19. Dairy products processing.
20. Dwelling for caretaker or watchman working on the property.
21. Electroplating shop.
22. Equipment sales, rental, storage, or repair.
23. Farm machinery sales or service.
24. Fuel supply outlet or distributor, providing no dust is produced.
25. Laundry, dry cleaning, dyeing, or rug cleaning plant.
26. Railroad tracks and facilities such as switching yards, spur or holding tracks, freight depots.
27. Sheet metal shop or other metal working shop, machine shop not using drop hammer or punch press.
28. Plumbing contractor.
29. Warehousing.
30. Welding shop.
31. Wholesale distributor or outlet.
32. Truck and freight terminal or motor freight terminal

- 5.15.03 *Conditional Uses:* A building or premises may be used for the following purposes in the I-1 Industrial District if a special permit for such use has been obtained in accordance with Article 6 of these regulations.
1. Alcohol distillation and blending plants, including Ethanol processing facilities.
 2. Mini-Warehouses subject to the following Conditions:
 - a. The use must be located contiguous to an arterial street as designated in the Comprehensive Plan.
 - b. There shall be a minimum lot area of one acre.
 - c. All storage shall be within enclosed buildings.
 - d. Any side of the building providing doorways to storage areas shall be set back from the property line not less than 35 feet.
 - e. All driveways, parking, loading and vehicle circulation areas shall be paved with concrete, asphalt or asphaltic concrete. All one-way driveways that provide direct access to cubicles shall provide for one 10-foot parking lane and one travel lane 15 feet in length. All two-way driveways that provide direct access to cubicles shall provide for one 10-foot parking land and two 12-foot travel lanes. Adequate bumper guards or fences shall be provided to prevent the extension of vehicles beyond property lines.
 - f. All lights shall be shielded to direct light away from adjacent properties.
 - g. No activities such as miscellaneous or garage sales or the servicing or repair of motor vehicles, boats, trailers, lawn mowers, and other similar equipment shall be conducted on the premises. Also, no manufacturing, assembly or processing of any product shall be permitted.
 - h. The Owner or Operator shall properly police the area for removal of trash and debris.
 - i. Two copies of a plot plan showing ingress and egress, widths of driveways, off-street parking, loading areas, and on-site traffic circulation shall be submitted to the Planning Commission for their consideration with the conditional use application.
 - j. The Planning Commission and City Council may attach such other conditions as deemed necessary to provide for compatible development.
 3. Expansion of nonconforming uses, structures or land.
 4. Child Care Center as a secondary use within the primary Industrial use.
 5. Storage of Fireworks as defined by Neb. Rev. Stat. §28-1241 (Reissue of 1997)
 6. Adult Entertainment establishments per Section 7.26
 7. Recycling and reloading small caliber ammunition for commercial use, subject to the following:
 - a. Ammunition will not exceed .50 caliber
 - b. Smokeless powder storage will not exceed 600 lbs. and shall be in ATF approved storage
 - c. All storage shall be within enclosed buildings

- 5.15.04 *Temporary Uses:* The following temporary uses shall be permitted provided a Temporary Use Permit is obtained and said temporary use is eliminated at the expiration of the permit
1. Temporary greenhouses.
 2. Fireworks stands provided the criteria are met as established by the City through separate Ordinances.
 3. Buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the construction work.
 4. Temporary structure for festivals or commercial events.

- 5.15.05 *Permitted Accessory Uses:* The following accessory uses and structures shall be permitted.
1. Accessory uses and structures normally appurtenant to the permitted uses and structures.
 2. Parking as required in Section 7.01 - 7.05
 3. Landscaping and screening as required in Section 7.15
 4. Fences as required in Section 7.12
 5. Signs as required in Section 7.06 – 7.09
 6. Dish antennas/mini dishes pursuant to Section 7.11.

5.15.06 *Height and Lot Requirements:*

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (Sq. Ft.)	Lot Width (feet)	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)	Max. Height (feet)	Max. Lot Coverage
Permitted Uses	-	-	25	10 ¹	10 ¹	45	50%
Conditional Uses	-	-	25	10	20	45	50%

¹ Setback shall be increased to 20 feet when adjacent to a Residential District

5.15.07 *Miscellaneous Provisions:*

1. Supplementary regulations shall be complied with as defined herein.
2. When adjacent to residentially zoned land, no parking or drives shall be allowed in the required front yard within 15 feet of such district.
3. All waste material shall be screened from view with a solid fence.
4. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
5. Where a site adjoins or is located across an alley from a Residential District, a solid wall or fence eight feet in height may be required on the property line common to such districts, except in a required front yard.

Section 5.16 I-2 - Heavy Industrial.

5.16.01 *Intent:* The intent of this District space for some commercial and a wide range of industrial uses.

Permitted and conditional uses in this district located within the Transportation Corridor Overlay District must adhere to Design Standards.

Adult Entertainment Facilities are included in this Zoning District. The intent of the Wahoo Zoning Ordinance is not to prohibit these uses, but to regulate the secondary effects of these uses within the community.

5.16.02 *Permitted Uses:* The following shall be permitted as uses by right:

1. Assembly, manufacture, or preparation of articles and merchandise from the following types of previously prepared materials; bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, honey, horn, lacquer, leather, paper, plastics, precious or semi-precious metals or stones, shell, textiles, tobacco, wax, wire, wood (excluding sawmills, lumber mills, planning mills, and molding plants), yarn, or paint not employing a boiling process.
2. Assembly of electrical appliances or equipment, electronic instruments and devices, radios, phonographs, television, including the manufacture of small parts such as coils, condensers, transformers, crystal holders.
3. Assembly of metal products.
4. Manufacture of figurines, pottery, or similar ceramic products using only previously pulverized clay.
5. Manufacture of musical instruments, novelties, rubber or metal stamps, toys.
6. Manufacture of optical goods, scientific or precision instruments or equipment.
7. Manufacture of artificial limbs, dentures, hearing aids, surgical instruments or dressings, or other devices employed by the medical and dental professions.
8. Manufacture, compounding, processing, packaging, or treatment of such products as bakery goods, candy, cosmetics, dairy products or meat, drugs, perfumes, pharmaceuticals, perfumed toilet soap, toiletries.
9. Rendering of fat or oil; fish or meat slaughtering; and processing of fermented food such as sauerkraut, vinegar, or yeast.
10. Manufacture or maintenance of billboards, commercial advertising structures, or name plates.
11. Auto, truck, trailer, or boat storage; truck rental or sales.
12. Automobile painting or upholstering.
13. Building of marine pleasure craft.
14. Building materials storage or sale yard.
15. Bottling Plant.
16. Cabinet or carpenter's shop.
17. Coin machine manufacturer or repair.
18. Contractor's equipment storage.
19. Cold storage plant.
20. Dairy products processing.
21. Dwelling for caretaker or watchman working on the property.
22. Electroplating shop.
23. Ethanol Plants.
24. Equipment sales, rental, storage, or repair.
25. Farm machinery sales or service.
26. Fuel supply outlet or distributor, providing no dust is produced.
27. Laundry, dry cleaning, dyeing, or rug cleaning plant.
28. Railroad tracks and facilities such as switching yards, spur or holding tracks, freight depots.
29. Sheet metal shop or other metal working shop, machine shop not using drop hammer or punch press.
30. Plumbing contractor.
31. Warehousing.
32. Welding shop.
33. Wholesale distributor or outlet.
34. Truck and freight terminal or motor freight terminal
35. Aircraft manufacture.
36. Alcoholic beverage manufacture.
37. Asphalt or concrete mixing plant.

38. Automobile manufacture.
39. Brick, tile, terra cotta or clay products manufacture.
40. Coal and petroleum products, refining or wholesale storage of petroleum.
41. Concrete, cinder, pumice block manufacture.
42. Emery cloth or sand paper manufacture.
43. Flour and feed milling and storage.
44. Forge plant.
45. Gas (illuminating or heating).
46. Glucose or starch manufacture.
47. Iron, steel, brass or copper foundry, fabrication or works.
48. Nitrating process.
49. Oilcloth or linoleum manufacture.
50. Oiled rubber or leather goods manufacture.
51. Rock crushers.
52. Rolling mills.
53. Rubber, natural or synthetic, or treatment from crude or scrap materials or the manufacture of articles therefrom.
54. Sawmills.
55. Soap manufacture.
56. Stone mill.
57. Sugar manufacture.
58. Tar or asphalt roofing or waterproofing manufacture.
59. Adult Establishments per Section 7.26

5.16.03 *Conditional Uses:* A building or premise may be used for the following purposes in an I-2 District if a special permit for such a use has been obtained in accordance with Article 6 of these regulations.

1. Abattoirs or slaughter houses, including meat packing plants.
2. Automobile or machine wrecking and salvage yards.
3. Crematory.
4. Dyestuff manufacture.
5. Fat rendering or tallow, grease or lard refining or manufacturing of products from fats.
6. Fertilizer and industrial chemical manufacture.
7. Fireworks or explosive manufacture or storage or the handling or explosives.
8. Gas manufacture or storage (other than illuminating or heating).
9. Gelatin, glue or size manufacture or process involving recovery from animal material.
10. Incineration of other reduction of garbage.
11. Junk yards, including the handling and bailing of paper, rags, or junk of other description pursuant to Section 7.21.
12. The manufacture of cement, lime, gypsum or plaster of paris.
13. Pulp mills.
14. Pyroxylin or celluloid manufacture, or explosives or inflammable cellulose or pyroxylin products manufacture.
15. Stock yards.
16. Tanning, curing, or storage of raw hides or skins.
17. Paper Manufacturing
18. Mini-Warehouses subject to the following Conditions:
 - a. The use must be located contiguous to an arterial street as designated in the Comprehensive Plan.
 - b. There shall be a minimum lot area of one acre.
 - c. All storage shall be within enclosed buildings.
 - d. Any side of the building providing doorways to storage areas shall be set back from the property line not less than 35 feet.
 - e. All driveways, parking, loading and vehicle circulation areas shall be paved with concrete, asphalt or asphaltic concrete. All one-way driveways that provide direct access to cubicles shall provide for one 10-foot parking lane and one travel lane 15 feet in length. All two-way driveways that provide direct access to cubicles shall provide for one 10-foot parking land and two 12-foot travel lanes. Adequate bumper guards or fences shall be provided to prevent the extension of vehicles beyond property lines.
 - f. All lights shall be shielded to direct light away from adjacent properties.

- g. No activities such as miscellaneous or garage sales or the servicing or repair of motor vehicles, boats, trailers, lawn mowers, and other similar equipment shall be conducted on the premises. Also, no manufacturing, assembly or processing of any product shall be permitted.
 - h. The Owner or Operator shall properly police the area for removal of trash and debris.
 - i. Two copies of a plot plan showing ingress and egress, widths of driveways, off-street parking, loading areas, and on-site traffic circulation shall be submitted to the Planning Commission for their consideration with the conditional use application.
 - j. The Planning Commission and City Council may attach such other conditions as deemed necessary to provide for compatible development.
19. Expansion of nonconforming uses, structures or land.

5.16.04 *Temporary Uses:* The following temporary uses shall be permitted provided a Temporary Use Permit is obtained and said temporary use is eliminated at the expiration of the permit

- 1. Temporary greenhouses.
- 2. Fireworks stands provided the criteria are met as established by the City through separate Ordinances.
- 3. Buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the construction work.
- 4. Temporary structure for festivals or commercial events.

5.16.05 *Permitted Accessory Uses:* The following accessory uses and structures shall be permitted.

- 1. Accessory uses and structures normally appurtenant to the permitted uses and structures.
- 2. Parking as required in Section 7.01 - 7.05
- 3. Landscaping and screening as required in Section 7.15
- 4. Fences as required in Section 7.12
- 5. Signs as required in Section 7.06 – 7.09
- 6. Dish antennas/mini dishes pursuant to Section 7.11.

5.16.06 *Height and Lot Requirements:*

- 1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (Sq. Ft.)	Lot Width (feet)	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)	Max. Height (feet)	Max. Lot Coverage
Permitted Uses	-	-	25	10 ¹	10 ¹	45	50%
Conditional Uses	-	-	25	10	20	45	50%

¹ Setback shall be increased to 20 feet when adjacent to a Residential District

5.16.07 *Miscellaneous Provisions:*

- 1. Supplementary regulations shall be complied with as defined herein.
- 2. When adjacent to residentially zoned land, no parking or drives shall be allowed in the required front yard within 15 feet of such district.
- 3. All waste material shall be screened from view with a solid fence.
- 4. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 5. Where a site adjoins or is located across an alley from a Residential District, a solid wall or fence eight feet in height may be required on the property line common to such districts, except in a required front yard.

- 7.01.10 Requirements for types of buildings and uses not specifically listed herein shall be determined by the City Council, after receiving a report and recommendation from the Planning Commission, based upon comparable uses listed.
- 7.01.11 Required parking spaces for dwellings shall be located on the same lot with the dwelling. Other required parking spaces shall be located not more than 300 feet from the building or use they are required to serve, measured in a straight line from the building.
- 7.01.12 Unless otherwise provided, required parking and loading spaces shall not be located in a required front yard but may be located within a required side yard or rear yard.
- 7.01.13 A plan, drawn to scale, indicating how the off-street parking and loading requirements are to be fulfilled shall accompany an application for a building permit. The plan shall show all elements necessary to indicate that the requirement is being fulfilled, including the following:
1. Delineation of individual parking and loading spaces.
 2. Circulation area necessary to serve spaces.
 3. Access to streets and property to be served.
 4. Curb cuts.
 5. Dimensions, continuity, and substance screening.
 6. Grading, drainage, surfacing and subgrade details.
 7. Delineation of obstacles to parking and circulation in finished parking area.
 8. Specifications as to signs and bumper guards.
 9. Other pertinent details.
- 7.01.14 Design Requirements for parking lots
1. Areas used for standing and maneuvering of vehicles shall be composed of a suitable surface material, to be reviewed and approved by the Planning Commission and City Council.
 2. Said surfacing shall be maintained adequately for all weather use and drained in a manner to avoid the flow of water across sidewalks.
 3. The structural load capacity of the surfacing should be analyzed and designed accordingly. In some instances, thicker or reinforced sections may be desirable.
 4. Artificial lighting, when provided, shall be deflected so the light does not create a shine or glare in any residential district or adjacent residential use.
 5. Access aisles shall be a sufficient width for all vehicles to turn and maneuver.
 6. Except for dwelling units, parking spaces shall be located and served by a driveway that will not require any backing movements or other maneuvering within a street right-of-way other than an alley.
 7. Drainage of all parking lots shall be designed to develop proper site drainage. Proper site drainage is required to dispose of all storm water that is accumulated on the site.
 8. The completion schedule for constructing the parking lot shall be provided to the City as part of the application. The schedule must be reviewed and agreed to by the City prior to construction. Said schedule shall be reasonable for all parties and the completion time shall be followed by the applicant. Variations to the schedule may be granted only in the case of inclement weather delays.
 9. All parking lots within the Transportation Corridor Overlay District are to be surfaced with asphalt and/or concrete and have curbed edging.

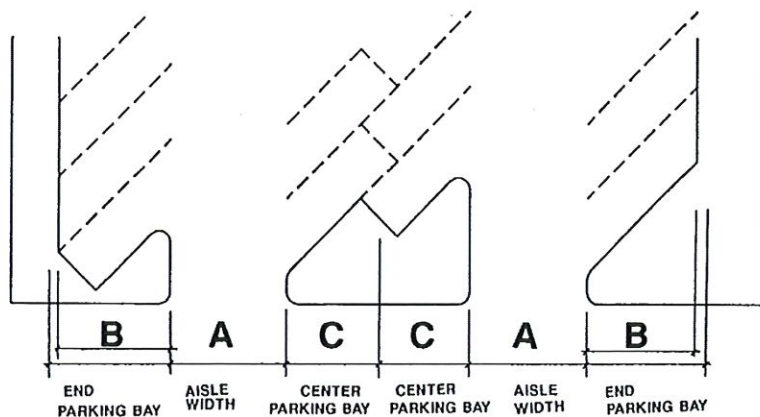
- Accessible” mounted below the symbol of accessibility. Such signs shall be located so they cannot be obscured by a vehicle parked in the space.
- c. Minimum vertical clearance of 114 inches (2895mm) at accessible passenger loading zones and along at least one vehicle access route to such areas from site entrance(s) and exit(s). At parking spaces complying with 7.04.02 (1), provide minimum vertical clearance of 98 inches (2490mm) at the parking space and along at least one vehicle access route to such spaces from site entrance(s) and exit(s).
- d. Passenger Loading Zones shall provide an access aisle at least 60 inches (1525mm) wide and 20 feet (240inches) (6100mm) long adjacent and parallel to the vehicle pull-up space. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp complying with accessibility standards shall be provided. Vehicle standing spaces and access aisles shall be level with surface slopes not exceeding 1:50 (2%) in all directions.

Section 7.05 Off-Street Parking Design Criteria

7.05.01 Standard parking stall dimensions shall not be less than nine feet by 18 feet, plus the necessary space for maneuvering into and out of the space. Where the end of the parking space abuts a curbed area at least five feet in width (with landscaping or sidewalk), an overhang may be permitted which would reduce the length of the parking space by two feet. Such overhang shall be measured from the face of the curb. For standard parking lots, minimum dimensions shall be as follows:

Parking Configuration

	90-degree	60-degree	45-degree
Aisle Width (A)			
One-way traffic	-----	18 feet	14 feet
Two-way traffic	24 feet	20 feet	20 feet
End Parking Bay Width (B)			
Without overhang	18 feet	20 feet	19 feet
With overhang	16 feet	18 feet	17 feet
Center Parking Bay Width (C)	18 feet	18 feet	16 feet



7.05.02 Minimum dimensions for a parallel parking space shall be nine feet by 23 feet

7.05.03 Minimum parking dimensions for other configurations or for parking lots with compact car spaces shall be determined by the Planning Commission and City Council upon recommendation of the City Engineer

7.05.04 All sites located within the Transportation Corridor Overlay shall comply with Design Standards.

Section 7.06 Sign Regulations

7.06.01 Purpose

The purpose of these sign regulations are: to encourage the effective use of signs as a means of communication in the city; to maintain and enhance the aesthetic environment and the city’s ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations. These sign regulations are adopted under the zoning authority of the city in furtherance of the more general purposes set forth in the zoning ordinance.

7.06.02 Applicability

measured from the nearest point of the intersection of the centerline of the exit / entrance ramp or intersecting street and the right hand lane of the main traveled way of the limited access highway closest to the off-premise sign.

6. **Maximum Height of Off-Premise Signs.**
The maximum height of an off-premise pole sign shall conform to all applicable regulations from appropriate authorities. Ground monument signs shall be in accordance with conditions set forth in 7.06.05.
7. **Minimum Front Yard Setback, Side Yard Setback and Rear Yard Setback of Off-Premise Signs.**
The minimum front, rear, or side yard setback for an off-premise sign shall be the same as required for any building or structure within the zoning district.
8. **Construction of Off-Premise Signs.**
The supports, uprights, bracing and framework of an off-premise pole sign shall be of metal construction.

07.08.08 Signs in Transportation Corridor Overlay District, Areas A, B, and C

The Transportation Corridor Overlay District, Area C, extends one-quarter of a mile either side of the U. S. Highway 77 corridor. Signs located within the Transportation Corridor Overlay District, Area C, shall comply with all applicable Nebraska Department of Roads and/or Federal Highway Administration Regulations and requirements, and obtain any necessary permits and approval through those agencies, in addition to compliance with Section 7.06.05 and any other applicable sections of the Wahoo Zoning Ordinance.

Pole signs located within the Transportation Corridor Overlay District, Area C, may be allowed if a Conditional Use Permit has been obtained in accordance with Article 6 of these regulations, and shall be limited to:

1. A maximum size of 200 square feet (see 7.06.04 Computations)
2. A maximum height of 35 feet (see 7.06.04 Computations)
3. On premise signs only
4. One pole sign per parcel
5. Setbacks for pole signs shall be the same as required for any building or structure within the zoning district
6. Signs shall be internally lighted

The Transportation Corridor Overlay District, Area A and Transportation Corridor Overlay District, Area B, are defined in Section 5.21.03. Signs located within the Transportation Corridor Overlay District, Area A and B shall comply with all applicable Nebraska Department of Roads and/or Federal Highway Administration Regulations and requirements, and obtain any necessary permits and approval through those agencies, in addition to compliance with Section 7.06.05 and any other applicable sections of the Wahoo Zoning Ordinance. New pole signs are not permitted within Transportation Corridor Overlay District Area A and Area B.

Section 7.09 Permit Procedures

7.09.01 General Permit Procedures

The following procedures shall govern the application for, and issuance of, all sign permits under this ordinance, and the submission and review of Master Signage Plans.

7.09.02 Applications

All applications for sign permits of any kind and for approval of a Master Signage Plan shall be submitted to the City on an application form or in accordance with application specifications published by the City.

7.09.03 Fees

Each application for a sign permit or for approval of a Master Signage Plan shall be accompanied by the applicable fees, which shall be established in the Master Fee Schedule.

7.09.04 Completeness

Upon receiving an application for a sign permit or for a Master Signage Plan, the Building Inspector shall review it for completeness. If the Building Inspector finds that it is complete, the application shall then be processed. If the Building Inspector finds that it is incomplete, the Building Inspector shall, send to the applicant a notice of the specific ways in which the application is deficient, with appropriate references to the applicable sections of this ordinance.

13. At the time of site selection, the applicant should demonstrate how the proposed site fits into its overall network within the City;
14. This Ordinance shall apply to all applications which were filed prior to the effective date hereof and which have not been approved by the City Council as of the effective date of this Ordinance, and to applications filed thereafter.

7.11.16 *Third Party Review*

The telecommunications providers use various methodologies and analysis tools, including geographically-based computer software, to determine the specific technical parameters of telecommunications services and facilities, such as expected coverage area, antenna configuration, topographic constraints that affect signal paths, etc. In certain instances, there may be a need for expert review by a third party of the technical data submitted by the telecommunications provider. The City Council or the Planning Commission may require such a technical review, to be paid for by the applicant for the telecommunications services or facilities. The selection of the third party expert shall be by mutual agreement between the applicant and City, such agreement not to be unreasonably withheld by either party. The expert review is intended to be a site-specific review of technical aspects of the telecommunications services or facilities and other matters as described herein with respect to potential interference issues, and not a subjective review of the site selection. Such a review should address the accuracy and completeness of the technical data, whether the analysis techniques and methodologies are legitimate, the validity of the conclusions and any specific technical issues outlined by the City Council, Planning Commission, City Staff, or interested parties. Based on the results of the third party review, the City may require changes to the application for the telecommunications services, facilities and other matters as described herein that comply with the recommendations of the expert.

7.11.17 *Conditional Use Permit Requirement*

Notwithstanding anything to the contrary contained herein, in all instances a Conditional Use Permit must be obtained with the affirmative vote of City Council before any radio, television, personal wireless services or facilities may be constructed or operated within the City or zoning jurisdiction.

7.11.18 *Termination*

The City Council may, subject to applicable law, rescind any previously granted or pending City approval or lease necessary for the construction, installation or operation of telecommunications facilities if it determines that any one of the following conditions exist:

1. A potential user with a higher priority cannot find another adequate location and the potential use would be incompatible with the existing use;
2. A user's frequency broadcast unreasonably interferes with other users of higher priority of use as set forth in Sec. 7.11.06, regardless of whether or not this interference was adequately predicted in the technical analysis; or
3. A user violates any of the standards in this Ordinance or the conditions of City approval, lease provisions with the City or other terms of authorization by the City.

Before taking action, the City will provide notice to the user of the intended termination and the reasons for it, and provide a reasonable opportunity for the user to either cure the alleged interference, violation or condition or address the City Council regarding the proposed action.

This procedure need not be followed in emergency situations.

Notwithstanding the above, the City Council reserves the right to deny, for any reason, the use of any or all City-owned property by any one or all applicants. Such denial shall be in writing and supported by substantial evidence contained in a written record.

Section 7.12 FENCES:

7.12.01 No fence shall be constructed within the zoning jurisdiction of the City of Wahoo unless a permit therefore is approved and issued by the building inspector and is constructed in conformance with the following requirements:

1. The height limitation for fences shall be six feet above ground level except as provided herein.
2. A fence constructed within a front yard of a residential lot and vegetation used as a barrier, screen, or fence along and parallel to the front line of a residential lot, shall not exceed 48 inches in height.
3. A fence constructed within the portion of a side yard of a residential lot that lies in front of a line extending perpendicularly from the side lot line to the front corner of the structure that is closest to

such side lot line, shall not exceed four feet in height, except that if the lot is located on a corner, as defined in Article 2 of this Ordinance, a fence constructed within a side yard along the side lot line which is adjacent to a street shall not exceed six feet in height.

4. Where it is demonstrated that for security purposes the perimeter fencing around a plant or building located in an area zoned as an Industrial District must be higher than eight (8) feet in height, said additional height may be approved through a Conditional Use Permit.
 5. Fences constructed along and parallel to lot lines separating a residential lot from property located in a Commercial or Industrial District shall not exceed eight feet in height.
 6. Fences constructed along and parallel to rear and side lot lines adjoining arterial streets, as designated by the Nebraska Department of Roads, shall not exceed eight feet in height.
- 7.12.02 Fences located within a front or side yard of a residential lot must qualify within the definition of an open fence, except that solid fences may be constructed along a side lot line parallel and adjacent to the lot line that is adjacent to a Commercial District or an Industrial District. A solid fence may be constructed in a side yard parallel and adjacent to the lot line that is adjacent to a street.
- 7.12.03 No fence or vegetation shall be situated or constructed in such a way as to obstruct the vehicular traffic or otherwise create a traffic safety hazard.
- 7.12.04 The use of barbed wire in the construction of any fence is prohibited except:
1. Perimeter security fencing of buildings constructed in an Industrial District. The plans and specifications for any such fencing must be approved by the City Building Inspector before commencement of construction.
 2. Farm fencing constructed for agricultural purposes on parcels of land 20 acres or more in the Transitional Agricultural District.
- 7.12.05 All fences shall be maintained in good repair.
- 7.12.06 All fences shall be located inside the boundaries of the property upon which constructed except where two adjacent property owners pursuant to written agreement filed with the City agree to build one fence on the common lot line of adjacent side yards or back yards.
- 7.12.07 **Electric Fences.**
No electric fence shall be constructed or maintained within the City of Wahoo or within its extraterritorial zoning jurisdiction except in TA-Transitional Agriculture District as hereinafter provided. An owner or lessee of such property may, upon application to the City and approval by the Building Inspector, maintain electrified fencing provided same shall not be energized to the extent that it is capable of causing bodily harm to persons, be they children or adults, or to animals. Before the Building Inspector shall approve any electrified fencing, it shall be determine that non-electrified fencing will not adequately protect the owner's property and the owner's application for approval of electrified fencing shall set forth in detail the reasons why non-electrified fencing will not adequately protect his property.
- 7.12.08 **Facing.**
The finished surface of all fences shall face toward adjoining property or street frontage. However, in the case of two or more property owners wishing to share a common fence line between their properties, said property owners shall jointly determine upon which side of the common fence line the finished face of the fence shall be placed. Such determination shall be consistent for the entire length of the common fence line.
- 7.12.09 **Fences in existence as of the date of adoption of this Ordinance.**
Any existing fence constructed pursuant to a permit issued and approved by the City of Wahoo which was in conformity with the past provisions and which was in place as of said date, may remain without change in accordance with this section notwithstanding same may be in conflict with one or more provisions of this section as amended; provided, however, that replacement or change of said existing fence or addition of a new fence, must meet the requirements of this section as amended.
- 7.12.10 **Pool Enclosures**
The perimeter of all pools, spas, or hot tubs containing at least 24 inches of water must be enclosed at ground level by a barrier or fence with a minimum height of four feet and a maximum height of six feet. There shall be no opening in the fence that permits passage of an object of 4 inches in diameter or larger. All gates must have locking hardware to prevent access when not in use. Solid barriers which do not have openings, such as masonry or stone wall, shall not contain indentations or protrusions, except for normal construction tolerances and tooled masonry joints.

In addition to the above requirement, when the wall of a dwelling serves as part of the barrier, one of the following conditions shall also be met:

1. The pool shall be equipped with a powered safety cover in compliance with ASTM F 1346; or
2. Doors with direct access to the pool through the wall of the dwelling shall be equipped with an audible alarm; or
3. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable, so long as the degree of protection afforded is not less than the protection afforded by Item 1 and 2 above.
4. Where an above-ground pool structure is used as a barrier, or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps:
 - a. The ladder or steps shall be capable of being secured, locked or removed to prevent access; or
 - b. The ladder or steps shall be surrounded by a barrier or fence with locking hardware to prevent access when not in use.

The intent of this barrier requirement is to prevent the uncontrolled access to a pool or spa from adjacent properties, and from the home.

Section 7.13 Storage or parking of vehicles, boats, campers and trailers:

7.13.01 Storage of boats, campers, recreational vehicles, or trailers in R-1, R-2, R-3, NRC and LLR zoning districts is permitted under the following conditions:

1. Said vehicle is owned by the resident of the residential property where the vehicle is parked for storage;
2. Said vehicle may be parked inside an enclosed structure when the structure conforms to the zoning requirements of the district in which it is located;
3. Said vehicles may be parked outside of an enclosed structure in the side yard or rear yard of the property;
4. Said vehicles may be parked in the required front yard on a concrete driveway or its equivalent during loading or unloading, preparation for use, or to accommodate temporary guests or visitors;
5. No part of said vehicle shall extend over the public sidewalk or the public right-of-way;
6. Said boats, campers and trailers together with accessory structures shall not occupy more than thirty-five percent of the required rear yard;
7. Said vehicles shall not be used for storage of goods, materials, or equipment other than those items considered to be a part of the unit or essential for its immediate use;
8. Said vehicles shall not be permanently connected to sewer lines, water lines, or electricity. A recreational vehicle may be connected to electricity or water temporarily to prepare the vehicle for use.
9. Said vehicles shall not be used for dwelling purposes except to accommodate temporary guests or visitors for no more than 14 days.

Section 7.14 Performance Standards for Industrial Uses

7.14.01 **Physical Appearance:** All operations shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes, or similar equipment when in operable condition.

7.14.02 **Fire hazard:** No operation shall involve the use of highly flammable gasses, acid, liquids, grinding processes, or other inherent fire hazards. This provision shall not be construed to prohibit the use of normal heating fuels, motor fuels and welding gasses when handled in accordance with other regulations of the City of Wahoo.

7.14.03 **Noise:** No operation shall be carried on which involves noise in excess of the normal traffic noise of the adjacent street at the time of the daily peak hour of traffic volume. Noise shall be measured at the property line and when the level of such noise cannot be determined by observation with the natural senses, a suitable instrument may be used and measurement may include breakdowns into a reasonable number of frequency ranges.

7.14.04 **Sewage and Liquid Wastes:** No operation shall be carried on which involves the discharge into a sewer, water course, or the ground, liquid waste of any radioactive or poisonous nature or chemical waste which are detrimental to normal sewage plant operation or corrosive and damaging to sewer pipes and installations.

7.14.05 **Air Contaminants:**

1. Air Contaminants and smoke shall be less dark than designated Number One on the Ringleman Chart as published by the United States Bureau of Mines, except that smoke of a density designated as Number One shall be permitted for one four minute period in each one-half hour. Light colored contaminants of such an capacity as to obscure an observer's view to a degree equal to or greater than the aforesaid shall not be permitted
2. Particulate mater of dust as measured at the point of emission by any generally accepted method shall not be emitted in excess of 0.2 grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit, except for a period of four minutes in any one-half hour, at which time it may equal but not exceed 0.6 grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit.
3. Due to the fact that the possibilities of air contamination cannot reasonably be comprehensively covered in this section, there shall be applied the general rule that there shall not be discharged from any sources whatsoever such quantities of air contaminants or other material in such quantity as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public in general; or to endanger the comfort, repose, health, or safety of any such considerable number of persons or to the public in general, or to cause, or have a natural tendency to cause injury or damage to business, vegetation, or property.
4. **Odor:** The emission of odors that are generally agreed to be obnoxious to any considerable numbers of persons shall be prohibited. Observations of odor shall be made at the property line of the establishment causing the odor. As a guide to classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious and that such odor as associated with baking or the roasting of nuts and coffee shall not normally be considered obnoxious within the meaning of these Regulations.
5. **Gasses:** The gasses sulphur dioxide and hydrogen sulphide shall not exceed five parts per million, carbon monoxide shall not exceed five parts per million. All measurements shall be taken at the zoning lot line.
6. **Vibration:** All machines including punch presses and stamping machines shall be so mounted as to minimize vibration and in no case shall such vibration exceed a displacement of 0.003 of an inch measured at the zoning lot line. The use of steam or broad hammers shall not be permitted in this zone.
7. **Glare and heat:** All glare, such as welding arcs and open furnaces shall be shielded so that they shall not be visible from the zoning lot line. No heat from furnaces or processing equipment shall be sensed at the zoning lot line to the extent of raising the temperature of air or materials more than five degrees Fahrenheit.

Section 7.15 Landscaping Requirements:

7.15.01 **Intent:**

The intent of the landscaping requirements are to improve the appearance of lot areas and soften paved areas and buildings; to provide a buffer between differing land uses; to minimize the adverse effect of uses from one another; to minimize the effect of heat, noise and glare; to conserve the value of property and neighborhoods within the community; and to enhance the physical environment within the City of Wahoo by ensuring that yards, open spaces, parking lots and those areas abutting public rights-of-way are designed, installed and maintained in accordance with then provisions of this section.

Property development shall consider and respect land capabilities and constraints, minimize erosion and destruction of natural amenities and provide a buffer between differing land uses.

7.15.02 **Application and Scope:**

The provisions of the section shall apply to all new construction and development including, but not limited to, structures, dwellings, buildings, parking lots, residential subdivisions, office parks, shopping centers, and redevelopment for which either a building or zoning permit approval is required, except the following:

1. Agricultural buildings, structures and uses.
2. Replacement of lawfully existing structures or uses.
3. Additions, remodeling or enlargements of existing uses or structures provided that the enlargement of surface parking of less than 4,000 square feet shall not be excepted. Where such enlargement is

less than 4,000 square feet, the provisions of this section shall apply only to that portion of the lot or site where the enlargement occurs.

4. Where there is more than one lot or site being developed together as one unit with common property lines, the entire site shall be treated as one lot or site for the purpose of conforming to the requirements of this section.
5. When a lot or site with more than one ownership has been partially developed at the time of the adoption of this section. The application of the requirements of this section shall be determined by the City Council with the recommendation of the City Planning Commission.

7.15.03 Landscaping Requirements:

Landscaping shall be required and provided as follows:

1. Single-family and two-family dwellings shall provide and maintain a minimum of 30 percent of lot area as a permeable and uncovered surface that contains living material. Single-family and two-family dwellings shall be exempt from all other requirements of this section except for Plant Material and Maintenance.
2. **Street Frontage:**
A landscaped area having a minimum depth of 15 feet from the property line shall be provided along the street frontage of all lots or sites including both street frontage of corner lots.
 - a. The required landscaped area 15 feet may be reduced to 10 feet if an equal amount of square feet of landscaped area, exclusive of required side and rear yard landscaped areas, is provided elsewhere on the site.
 - b. Exclusive of driveways and sidewalks not more than 25 percent of the surface of the landscaped area shall have inorganic materials such as brick, stone, concrete, asphalt, aggregate, metal or artificial turf.
 - c. A minimum of one tree shall be planted for every 40 lineal feet or fraction thereof.
3. **Side Yard:**
A landscaped area having a minimum depth of 10 feet from the property line shall be provided along the side yard abutting any Residential District.
 - a. Exclusive of driveways and sidewalks, not more than 10 percent of the surface of the landscaped area shall be inorganic materials such as brick, stone, concrete, asphalt, aggregate, metal or artificial turf. If the slope of ground within the landscape area exceeds 2:1, not more than 50 percent of the surface shall be inorganic material.
 - b. Landscaping shall include a hedge screen or a random or informal screen of plant materials substantially blocking the views and attaining a minimum height of six feet within four years. A landscaped earth berm not exceeding six feet in height may be used in combination with the plant materials.
 - c. A solid wood and/or masonry fence or wall six feet in height may be used in lieu of or in combination with the plant materials required, provided that such fence is at least five feet from the property line.
4. **Rear Yard:**
A landscaped area having a minimum depth of 10 feet from the property line shall be provided along the rear yard abutting any Residential District.
 - a. The landscape requirements for the rear yard shall be the same as for the side yard described in section 7.15.04 (3)
5. **Off-Site Parking Lots:**
Parking lots not located on the property where the use served is located, shall conform to this section provided that a parking lot with an area of 4,000 square feet or less shall be exempt from the requirements of this section.
6. **Parking Area Interior Landscaping:**
Off-street parking lots, as defined in 7.17.04 (5), and other vehicular use areas shall have at least 10 square feet of interior landscaping for each parking space excluding those spaces abutting a perimeter for which landscaping is required by other sections of this Ordinance, and excluding all parking spaces which are directly served by an aisle abutting and running parallel to such perimeter.

The front of a vehicle may encroach upon any interior landscaped area when said area is at least four feet in depth per abutting parking space and protected by curbing. Two feet of said landscaped area may be part of the required depth of each abutting parking space. No more than two drive aisles

less than 4,000 square feet, the provisions of this section shall apply only to that portion of the lot or site where the enlargement occurs.

4. Where there is more than one lot or site being developed together as one unit with common property lines, the entire site shall be treated as one lot or site for the purpose of conforming to the requirements of this section.
5. When a lot or site with more than one ownership has been partially developed at the time of the adoption of this section. The application of the requirements of this section shall be determined by the City Council with the recommendation of the City Planning Commission.

7.15.03 Landscaping Requirements:

Landscaping shall be required and provided as follows:

1. Single-family and two-family dwellings shall provide and maintain a minimum of 30 percent of lot area as a permeable and uncovered surface that contains living material. Single-family and two-family dwellings shall be exempt from all other requirements of this section except for Plant Material and Maintenance.

2. Street Frontage:

A landscaped area having a minimum depth of 15 feet from the property line shall be provided along the street frontage of all lots or sites including both street frontage of corner lots.

- a. The required landscaped area 15 feet may be reduced to 10 feet if an equal amount of square feet of landscaped area, exclusive of required side and rear yard landscaped areas, is provided elsewhere on the site.
- b. Exclusive of driveways and sidewalks not more than 25 percent of the surface of the landscaped area shall have inorganic materials such as brick, stone, concrete, asphalt, aggregate, metal or artificial turf.
- c. A minimum of one tree shall be planted for every 40 lineal feet or fraction thereof.

3. Side Yard:

A landscaped area having a minimum depth of 10 feet from the property line shall be provided along the side yard abutting any Residential District.

- a. Exclusive of driveways and sidewalks, not more than 10 percent of the surface of the landscaped area shall be inorganic materials such as brick, stone, concrete, asphalt, aggregate, metal or artificial turf. If the slope of ground within the landscape area exceeds 2:1, not more than 50 percent of the surface shall be inorganic material.
- b. Landscaping shall include a hedge screen or a random or informal screen of plant materials substantially blocking the views and attaining a minimum height of six feet within four years. A landscaped earth berm not exceeding six feet in height may be used in combination with the plant materials.
- c. A solid wood and/or masonry fence or wall six feet in height may be used in lieu of or in combination with the plant materials required, provided that such fence is at least five feet from the property line.

4. Rear Yard:

A landscaped area having a minimum depth of 10 feet from the property line shall be provided along the rear yard abutting any Residential District.

- a. The landscape requirements for the rear yard shall be the same as for the side yard described in section 7.15.04 (3)

5. Off-Site Parking Lots:

Parking lots not located on the property where the use served is located, shall conform to this section provided that a parking lot with an area of 4,000 square feet or less shall be exempt from the requirements of this section.

6. Parking Area Interior Landscaping:

Off-street parking lots, as defined in 7.17.04 (5), and other vehicular use areas shall have at least 10 square feet of interior landscaping for each parking space excluding those spaces abutting a perimeter for which landscaping is required by other sections of this Ordinance, and excluding all parking spaces which are directly served by an aisle abutting and running parallel to such perimeter.

The front of a vehicle may encroach upon any interior landscaped area when said area is at least four feet in depth per abutting parking space and protected by curbing. Two feet of said landscaped area may be part of the required depth of each abutting parking space. No more than two drive aisles

shall be placed parallel to one another without an intervening planter aisle of at least four feet in width; eight feet is required if parking spaces overlap the curbs of the aisle.

7. **Perimeter Landscaping:**

All commercial office and industrial developments, buildings, or additions thereto shall provide perimeter landscaping to include one tree for each 40 lineal feet or fraction thereof. Such landscaped area shall consist of sufficient area for the species of tree to be planted. Other perimeter landscaping shall require approval of the Planning Commission and City Council.

8. **Plant Materials:**

Landscape living plant materials shall consist of trees, shrubs, ground covers, vines, grasses, flowers, and any other plants.

a. The plant nomenclature shall conform with the recommendations and requirements of the "American Standard for Nursery Stock", as amended, published by the American Association of Nurserymen, Inc.

b. Size. The minimum size of plant materials to be installed shall be as follows:

- (1) Deciduous trees having a mature height of 20 feet or less shall have a minimum caliper of one and one-fourth inches.
- (2) Deciduous trees having a mature height of more than 20 feet shall have a minimum caliper of one and one-half inches.
- (3) Evergreen (conifer) trees shall have a minimum height of three feet.
- (4) Deciduous shrubs shall have a minimum height of 18 inches.
- (5) Evergreen shrubs shall have a minimum spread of 18 inches.

9. **Planting Schedule:**

The plant materials shall be installed prior to the issuance of the certificate of occupancy. If, because of seasonal reasons, the landscaping cannot be installed, a surety satisfactory to the City of Wahoo equal to the contract cost shall be submitted to the City. The City shall release the surety when the plant materials have been installed. If the plant materials have not been installed within 12 months of the effective date of the certificate of occupancy, the City may install the required landscaping.

10. **Required Plans:**

Upon application of a building permit, a landscape-planting plan shall be submitted to the City of Wahoo for review and approval.

a. Three copies of the plan shall be submitted.

b. The plan shall include, but not be limited to, the following:

- (1) Property lines and other physical features necessary to show the proposed installation of plants.
- (2) The location and spacing of plant materials.
- (3) The scientific name, common name, plant size, quantity and planting method.
- (4) The plan shall have a scale of not more than one-inch equals 100 feet.
- (5) When necessary, existing and proposed contours shall be provided.

7.15.04 Screening Requirements

1. All parking areas or vehicular use areas abutting a residential district or public right-of-way shall be screened from grade level to a height not less than three feet.

2. All commercial and industrial uses that abut residential or office districts shall provide screening not less than six feet in height along the abutting property line(s).

3. Screening required by this section shall be equivalent to the following:

- a. Solid fences or walls as approved by the Planning Commission on the final development plan.
- b. Hedges, shrubs, or evergreen trees of 36 inches in height at planting spaced appropriately to provide a solid screen within three years after planting.
- c. Berms of not less than three feet in height and that provide a maximum slope of 3:1 for easy maintenance. Such berms may be used in conjunction with plantings to achieve the solid visual screen as described in 7.17.04 (3a) above.
- d. All projects except one-and-two family dwellings shall include a detailed drawing on the landscape plan indicating the method of enclosure and screening to be used on trash dumpsters. All dumpsters or trash bins shall maintain a solid enclosure six-foot in height around each unit. Said enclosure shall be of complementary materials suitable to the Planning Commission.

7.18.08 The application shall include affidavits or permits from the Environmental Protection Agency and/or the Nebraska Department of Environmental Quality, in the event an approval is required by these agencies.

Section 7.19 Schools

The following guidelines shall apply to schools regardless if the use is permitted or requires a conditional use permit:

- 7.19.01 Nursery schools shall provide and thereafter maintain outdoor play areas with a minimum area of 100 square feet per child of total capacity. A sight-obscuring fence at least four feet but not more than six feet in height shall be provided separating the play area from abutting properties.
- 7.19.02 Elementary schools shall provide one acre of site area for each 90 pupils or one acre for each three classrooms, whichever is greater.
- 7.19.03 Intermediate schools shall provide one acre of site area for each 75 pupils or one acre for each two and one-half classrooms, whichever is greater.

Section 7.20 Utility Substation or Pumping Station

The following criteria shall be met for any utility substation or pumping station regardless if the use is permitted or requires a conditional use permit:

- 7.20.01 The minimum lot size of the district in which a public utility facility is to be located may be waived only on finding that the waiver will not result in noise or other detrimental effect on adjacent property.
- 7.20.02 No equipment storage shall be permitted on the site in a residential district or in a C-1 District.
- 7.20.03 Such uses shall be fenced and landscaped as determined.

Section 7.21 Junk Yards or Salvage Yards

Junk Yards and salvage of materials may be allowed by conditional use permit in the (I-2) Heavy Industrial District; provided the following minimum conditions are met (additional conditions may be required depending upon the operation and the proposed location):

- 7.21.01 Construction and operation shall comply with the Wahoo Municipal Code and any other applicable codes or requirements.
- 7.21.02 Receiving areas for junk or salvage material shall be designed to avoid the depositing of junk or salvage material outside a building or outside screened (solid fence) storage areas.
- 7.21.03 Junk yards and salvage of materials shall contain a minimum of two acres and shall not be located within a designated 100-year floodplain area as identified by the Corps of Engineers.
- 7.21.04 Junk or salvage material kept outside a building or buildings shall not be located closer than 500 feet from any designated State or Federal highway. Or locally designated Expressway, Major Arterial, and Other Arterial as per the State of Nebraska Department of Roads or subsequent successor agency.
- 7.21.05 Junk material kept outside a building or buildings shall not be located in the required front yard.
- 7.21.06 Junk or salvage material kept outside a building or buildings shall be at least 100 feet from the boundaries of the I-1 zoning district and shall be at least 500 feet from the any residential district or use.

Section 7.22 Townhouses

Townhouses shall be subject to the following criteria regardless if the use is permitted or requires a conditional use permit:

- 7.22.01 The common wall between attached units shall be on the side lot line separating the lots and shall not be subject to side yard requirements providing there are no doors, windows, vents or other openings in the common wall.
- 7.22.02 No unit shall have a depth greater than three times its width.
- 7.22.03 Any exterior wall which is not a common wall must meet all yard requirements.
- 7.22.04 Each lot must have direct access to a public street.
- 7.22.05 The deed to each lot must include covenants requiring the proper and timely reconstruction of any damaged or destroyed dwellings.
- 7.22.06 The application for said use must include a plot plan with general location of buildings, parking areas, driveways, fences, and other structures, the location of easements and utility lines, the number and type of all dwelling units, and the property lines within the proposed development.

Section 7.23 Preservation Guidelines

Guidelines: (Based on the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings)

- 7.23.01 Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.