

NOTICE OF MEETING Board of Supervisors

Notice is hereby given that the Saunders County Board of Supervisors will meet at 9:00 a.m., **Tuesday, August 18, 2026** in the Board of Supervisor's Room, 3rd Floor of Courthouse, 433 N. Chestnut Street, Wahoo, NE, which meeting will be open to the attendance of the public.

Announcement of location of Open Meetings Act & Title VI Policy Statement

(A copy of the Open Meetings Act & Title VI Policy Statement are posted on the North wall (right hand side) as you enter the Board Room)

Pledge of Allegiance

Those wishing to speak on items specific to today's agenda – must sign in with the County Clerk prior to 9:00 a.m. and list the agenda item(s) you wish to speak on. Each speaker will be limited to three (3) minutes

Those wishing to speak on items relating to other County business not on the agenda may speak during the Open Discussion from the Public portion of the agenda. Each speaker will be limited to three (3) minutes. The Open Discussion from the Public will be limited to half (½) an hour. These limits may be extended at the discretion of the County Board Chair.

AGENDA

Discussion and consideration of possible action on the following:

~~Closed Session~~

Open Discussion from the Public

Public Works Director – Reports on maintenance/repairs of Roads and Bridges, Noxious Weed Dept. and County Transportation:

- (1) ➤ Opening/Awarding/Rejecting Bids for "Saunders Co. 2026 Pipes:C-78(916) & C-78(917)"
➤ NDOT proposed, future relinquishment of approximately 4 miles of Hwy 77 to Saunders County

Equalization:

- Tax Correction(s): 6066-6085
- Valuation Corrections

County Assessor – repair or replacement of refrigerator

Director of Facilities and Grounds – Reports on maintenance/repairs of grounds & buildings

(26-28) ☐ McKinnis Roofing Contract

Planning & Zoning:

Public Hearings

- 2 { • Application 1404, Joel and Rachel Woita, Cavalier Ridge Preliminary Plat, parcel #001931001, 11-14-7, Stocking Township
• Application 1405, Joel and Rachel Woita, Cavalier Ridge Final Plat, parcel #001931001, 11-14-7, Stocking Township
3 { • Application #1419, Thomas Family Trust, Thomas Lakes 6th Addition Preliminary Plat, 7-13-10, Clear Creek Township
• Application #1420, Thomas Family Trust, Thomas Lakes 6th Addition Final Plat, 7-13-10, Clear Creek Township
- Application #1421, by Jason Heitritter, reception venue, Parcel ID# 001452000, 21-17-6, Morse Bluff Township.
 - Application #1442, by Doernemann Construction Inc, soil borrow pit, Parcel ID#001502501, 33-17-6, Morse Bluff Township.

Public Hearing:

(4-6) ∞ Application for Liquor License by Woodcliff Restaurant LLC dba Woodcliff Marina, Tract 5, North Lake Shore Drive, Fremont, for a Class C, Beer, Wine, Spirits On and Off Sale

Special Designated Liquor License Local Recommendation(s):

(7-8) ❖ J&J LLC, DBA Chip's Restaurant & Bar, Wahoo for Consumer Shows **9.19.26** from 9:00 a.m. to 4:00 p.m.; **12.4.26** from 2:00 p.m. to 8:00 p.m. and **12.5.26** from 9:00 a.m. to 4:00 p.m. at the Saunders County Fair Grounds, 635 E 1st St, Wahoo

Mac Rothe, HR Director

- Mission, Vision, Value adoption
- Payroll Updates

Danielle Shellito – Reimbursement claims

Approval of Satellite Application for the operation of KENO:

(9-14) ∞ Woodcliff Restaurant LLC DBA Woodcliff Marina, Tract 5 North Lake Shore Drive, Fremont, NE 68025

(15-16) Authorize Chairman to sign Letter of Corrective Action to NDOT for Federal Grants Audit of FY ended June 30, 2024

(17-20) Interlocal Agreement with City of Wahoo regarding City Sales Tax

(21-24) Resolution #24-2026 Designating the Method of Notice of Board Meetings

Payroll for the August 22nd Pay Period

Vendor Claims for the month of August

Authorize Flu Shots for County Employees and Spouses – **October 6, 2026**

Fiscal Year Budget 2026-2027

- Budgetary Matters

Carried Over agenda item(s):

- * Discussion/Possible Action – Written county policy for miscellaneous and travel expenses

Items of a routine nature for discussion:

- Matters pertaining to Declaration No. 1-2021 Disaster or Emergency in Response to Risk of Environmental Contamination (ALTEN)
- Discussion/Possible Action of Radios/Public Safety Radio System
- Discussion/Possible Action of Economic Development
- Discussion/Possible Action RE: space occupied by DHHS
- HR Updates

Items of a routine nature for approval:

(25) ▪ Minutes of the August 4th meeting

Committee Reports

Meeting Dates – (Aug. 25 - Sept. 1,15&22 – Oct. 6,20&27)

~~Closed Session~~

- ∞ Mac Rothe – HR Director - Personnel

Adjournment

This agenda is being kept continually current and available for the Public’s inspection in the County Clerk’s office or seen on the County’s web site at www.saunderscounty.ne.gov. **An item listed on this agenda does not indicate that action will be taken at this Board meeting.**

Dee Anne Nice
Saunders County Clerk
Posted 8.12.26 7:36 a.m.
Updated 8.12.26 2:45 p.m.
Updated 8.14.26 3:40 p.m.
Updated 8.14.26 4:05 p.m.

NOTICE TO BIDDERS

Sealed bids will be received by the Saunders County Clerk until August 18, 2026, at 9:00 a.m. for the construction of two culverts sites and other related incidental work. The Bids will be presented to the Board for consideration on August 18, 2026, at their regularly scheduled meeting. The projects are located: C-78(916) – on Road 6, between Road H and Road I, and C-78(917) – on County Road 10, between Road K and Road L, both in Saunders County, Nebraska.

The project is referred to as “Saunders Co. 2026 Pipes: C-78(916) & C-78(917)” and shall include all labor, materials, transportation and equipment required for the construction of: C-78(916) – single 84” x 105’ corrugated metal pipe on a 15-degree skew (rhb) with steel headwall and wingwalls at inlet, and C-78(917) – twin 60” x 52’ corrugated metal pipes on a 0-degree skew, both with subgrade preparation, 9” doweled concrete pavement, and related incidental work.

Copies of the Bid Documents and Specifications are open to public inspection at the office of the Saunders County Highway Superintendent, 426 N. Broadway, Wahoo, Nebraska 68066. A digital set of bid documents may be obtained from Mainelli Wagner & Associates, Inc. for a non-refundable fee of \$40.00. An optional half sized paper set of the bid documents are available for a non-refundable fee of \$75.00 (6920 Van Dorn St., Lincoln, Nebraska 68506; PH: 402-421-1717). All Bid Proposals must be submitted on the forms furnished with the Bid Documents.

The sealed bids may be mailed or delivered to the County Clerk of Saunders County, County Courthouse, 433 N. Chestnut, P.O. Box 61, Wahoo, Nebraska 68066, and should be plainly marked as, “Construction Bid Proposal – Saunders Co. 2026 Pipes: C-78(916) & C-78(917)”.

Along with its Bid Proposal, each bidder shall submit an unconditional Bid Bond or Certified Check made payable to the County Treasurer of Saunders County, Nebraska, in an amount equal to five (5) percent of the Bid Proposal. Also, each bidder is to provide a Start of Construction date and an End of Construction date with their Bid Proposal. The desired completion date for all sites is December 1, 2026. The successful bidder (i.e. Contractor) will be allowed thirty-five (35) calendar days for completion of the site C-78(916) and will be allowed thirty (30) calendar days for the completion of site C-78(917) after beginning work at each site, provided they do not exceed their specified completion date. Additional days due to weather may be granted at the discretion of the Engineer. No project can be started without the intent to complete that site without delay from the other sites; therefore, the Contractor will not be allowed to start the removals at a site unless they have committed a crew to complete the work at that site.

Within ten (10) days following the award of the Contract, the successful bidder shall furnish a surety bond or bonds in an amount equal to or greater than the full amount of the contract. The surety and form of the bonds are subject to acceptance by the Saunders County Board of Supervisors.

The Saunders County Board of Supervisors reserves the right to reject any and all bids or to waive any irregularities in bids received. Award of the Contract will be in accordance with the County Purchasing Act’s competitive bidding considerations as set forth in Neb.Rev.Stat. §§ 23-3110 to 23-3114. Saunders County is an Equal Opportunity Employer.

Saunders County Clerk

NOTICE OF PUBLIC HEARING
Saunders County Board of Supervisors
Zoning Application for a Preliminary Plat

Notice is hereby given that the Saunders County Board of Supervisors will hold a Public Hearing at **9:00 a.m., on Tuesday, August 18, 2026** in the Board of Supervisors Room, 3rd Floor of Courthouse, 433 N. Chestnut Street, Wahoo, NE to hear testimony of support, opposition, criticism, suggestions or observations with regards to the following:

Application #1404, Joel and Rachel Woita, Cavalier Ridge Preliminary Plat, parcel #001931001, 11-14-7, Stocking Township

Any questions can be directed to the Planning and Zoning Office (402) 443-8123.

Dee Anne Nice
Saunders County Clerk
Posted 8.6.26 8:20 a.m.

NOTICE OF PUBLIC HEARING
Saunders County Board of Supervisors
Zoning Application for a Final Plat

Notice is hereby given that the Saunders County Board of Supervisors will hold a Public Hearing at **9:00 a.m., on Tuesday, August 18, 2026** in the Board of Supervisors Room, 3rd Floor of Courthouse, 433 N. Chestnut Street, Wahoo, NE to hear testimony of support, opposition, criticism, suggestions or observations with regards to the following:

Application #1405, Joel and Rachel Woita, Cavalier Ridge Final Plat, parcel #001931001, 11-14-7, Stocking Township

Any questions can be directed to the Planning and Zoning Office (402) 443-8123.

Dee Anne Nice
Saunders County Clerk
Posted 8.6.26 8:20 a.m.



NOTICE OF PUBLIC HEARING
Saunders County Board of Supervisors
Zoning Application for a Preliminary Plat

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Application #1419, Thomas Family Trust, Thomas lakes 6th Addition Preliminary Plat, 7-13-10, Clear Creek Township

Any questions can be directed to the Planning and Zoning Office (402) 443-8123.

Dee Anne Nice
Saunders County Clerk
Posted 8.6.26 8:20 a.m.

NOTICE OF PUBLIC HEARING
Saunders County Board of Supervisors
Zoning Application for a Final Plat

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Application #1420, Thomas Family Trust, Thomas lakes 6th Addition Final Plat, 7-13-10, Clear Creek Township

Any questions can be directed to the Planning and Zoning Office (402) 443-8123.

Dee Anne Nice
Saunders County Clerk
Posted 8.6.26 8:20 a.m.



Application Copy

File Number: 183462

LICENSE TYPE

Class C Beer, Wine, Spirits On
and Off Sale

APPLICATION DATE RECEIVED

2026-07-15

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Woodcliff Restaurant LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Woodcliff Marina

CORPORATE NUMBER

INCORPORATION DATE

CORRESPONDENCE ADDRESS

PO Box 540700
Omaha NE 68154

MAILING ADDRESS

PO Box 540700
Omaha NE 68154

PHYSICAL ADDRESS

Tract 5 North Lake Shore Dr
Fremont, NE 68025

CONTACT NAME

Nikki Conner

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 215-8623

ALTERNATE PHONE

FAX

EMAIL

nikki_conner@outlook.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Woodcliff Holdco LLC	President		100

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 126400 (Active) - Class IB Beer Wine Spirits On sale; Beer Off Sale (May 01, 2026 - Apr 30, 2027)
Woodcliff Marina (Lane A Goebel)

MARITAL STATUS

Single

MANAGED BY AGENT

Yes

AGENT

Nikki Conner

AGENT TYPE

Individual

PREMISES TYPE

Restaurant with Bar

PREMISES NAME

Woodcliff Marina

OPERATOR

CORPORATE LIMIT DESIGNATION

Outside

LEASE OR OWN

Lease

EXPIRATION DATE

2031-06-30

PHYSICAL ADDRESS

Tract 5 North Lake Shore Dr
Fremont NE 68025

MAILING ADDRESS

PO Box 540700
Omaha NE 68154

CONTACT NAME

Nikki Conner

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 215-8623

ALTERNATE PHONE

FAX

EMAIL

nikki_conner@outlook.com

PREMISES MANAGER

Robert Miller

PREMISES MANAGER EMAIL

nikki_conner@outlook.com

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

Has any officer, member, owner, or manager named in this application;
or their spouse, EVER been convicted of or plead guilty to any charge?

*The Commission must be notified of any arrests and/or convictions
that may occur after the date of this application.

No

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

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

Date _____

Saunders County Sheriff's Office

CHRIS LICHTENBERG

SHERIFF

SHERIFF'S OFFICE
387 N. CHESTNUT STREET, SUITE 3
WAHOO, NEBRASKA 68066

PHONE 402-443-3718 FAX 402-443-5118

CORRECTIONS
387 N. CHESTNUT STREET, SUITE 4
WAHOO, NEBRASKA 68066

August 13, 2026

Dear J & J LLC:

The Saunders County Sheriff's Office has no objection to your application for the event scheduled at the Saunders County Fair Grounds located at 635 E 1st St., Wahoo, NE on September 19, 2026, from 9:00 a.m. to 4:00 p.m., December 4, 2026, from 2:00 p.m. to 8:00 p.m., and December 5, 2026, from 9:00 a.m. to 4:00 p.m.

Sincerely,



Chris Lichtenberg
Saunders County Sheriff



August 7, 2026

Dee Anne Nice
Saunders County Clerk
433 N Chestnut St, Suite 300
PO Box 61
Wahoo, NE 68066

RE: Saunders County New Satellite Application

Dee Anne,

I am pleased to inform you that EHPV Lottery Services LLC is presenting you with a new keno sales outlet (satellite) application for the following location:

Woodcliff Restaurant LLC
DBA: Woodcliff Marina
Tract 5 North Lake Shore Drive
Fremont, NE 68025

Enclosed:

Satellite Lease & Operating Agreement
Schedule II 50G

Please place the Keno sales outlet location application on the Council's agenda for approval at your earliest convenience. If you have any questions, please feel free to contact me at 402-677-3443.

Thank you for your assistance. I look forward to working with you on this application.

Thank you,


Melodi Szymczak

EHPV Lottery Services LLC 11248 John Galt Blvd Omaha, NE 68137

BIG RED KENO**OMAHA SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between EHPV Lottery Services LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to EHPV Lottery Services LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Omaha and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. Lease. You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. Compliance with Law. You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. Rent. We will pay you rent on the following basis (initial one): _____ (a) 5% of Handle; or ~~10%~~ (b) 5.25% of the first \$10,000 of Handle per week, 2.5% of any amount over \$10,000 of Handle per week. You may change your rental basis selection once during the term of this Agreement, on 15 days' prior written notice to us. We will pay rent at least twice each month on settlement dates we choose. If we pay rent based on a period shorter or longer than one week, we may prorate or multiply the \$10,000 threshold to fit that period. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. Staffing. You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.

5. Your Obligations. You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. Our Obligations. So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. Equipment. All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. Marketing and Protection of Marks. You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. Conduct of the Game. You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. Game Funds. You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. Term. This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

SUBJECT TO TERMS ON REVERSE

12. **Expanded Gambling.** If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. **Indemnity.** You will indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses, (including reasonable attorneys' fees) and damages arising out of or related to, in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. **Your Right to Terminate or Discontinue.** You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any commencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. **Our Right to Terminate or Discontinue.** We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

16. **Our Remedies.** If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. **Miscellaneous.** This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>Woodcliff Restaurant & Bar</u> <u>Woodcliff Marina</u>		I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein.	
Premises Address: <u>Tract 5 North Lake Shore Drive</u> <u>Fremont NE 68025</u> (Premises legal description will be attached as Attachment A)		By: <u>Robert Miller</u> Print Name: <u>Robert Miller</u> Title: <u>Owner</u>	
State of Nebraska, Co. of <u>Seward</u> ss: This instrument was acknowledged before me on <u>8/5/26</u> by <u>Robert Miller</u> the <u>owner</u> of <u>Woodcliff Restaurant & Bar, Woodcliff Marina</u> a <u>Nebraska LLC</u> on behalf of the <u>LLC</u>		Accepted: EHPV Lottery Services LLC By: <u>Robert Reck</u> Officer of EHPV Lottery Services LLC Print Name: <u>Robert Reck</u> Dated: <u>8/10/26</u>	
GENERAL NOTARY - State of Nebraska NICOLE CONNER My Comm. Exp. September 18, 2029		Notary: <u>Nicole Conner</u>	

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SUBJECT TO TERMS ON REVERSE

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village <u>3167048 / 335088</u>	3 Location Type ☒ Keno Satellite ☐ Keno Independent Game
2 County, City, or Village Name on Form 50G <u>Douglas / Omaha</u>	4 Will digital-on-premises tickets be sold at this location? ☒ YES ☐ NO

Sales Outlet Location Information (Attach additional sheet if necessary)

5 Nebraska ID Number <u>16119118</u>	6 Federal ID or Social Security Number <u>42-3729120</u>	7 Type of Application: ☒ New ☐ Renewal ☐ Report Changes ☐ Cancel
Business Name and Location Address		Business Name and Mailing Address
Name <u>Woodcliff Restaurant LLC</u>		Business Name <u>Woodcliff Marina</u>
Trade Name of Business (If Different Than Above) <u>Woodcliff Marina</u>		Street or Other Mailing Address <u>PO Box 540700</u>
Street Address <u>Tract S North Lake Shore Drive</u>		City <u>Omaha</u> State <u>NE</u> Zip Code <u>68154</u>
City <u>Fremont</u> State <u>NE</u> Zip Code <u>68025</u> County	Nebraska Liquor License Number <u>1102509</u>	

8 Type of Ownership

☐ Sole Proprietorship	☐ Domestic Corporation	☒ Limited Liability Company	☐ Nonprofit Corporation or Organization
☐ Partnership	☐ Foreign Corporation	☐ Domesticated Corporation	☐ Other _____

Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

9 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

a. If a sole proprietorship, list the individual owner.

b. If a partnership, list each partner and spouse.

c. If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.

d. If a limited liability company, list each member and spouse.

e. If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.

(Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
	<u>See attachment</u>		

10 Does any person other than those listed in line 9 above have any ownership interest in the license applicant? (See instructions)

☐ Yes ☒ No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

11a Has anyone listed in line 9 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks. ☐ Yes ☒ No If Yes, see instructions.	13 Do any of the individuals listed in line 9 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act? ☐ Yes ☒ No If Yes, attach a detailed explanation of such interests.
11b Has anyone listed in line 9 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application? ☐ Yes ☒ No If Yes, see instructions.	14 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application? ☐ Yes ☒ No If Yes, attach a detailed explanation of such interests.
12 Has each of the individuals listed in line 9 above complied with the Instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form? ☒ Yes ☐ No (See What Must Be Filed instructions)	

15 Do any of the individuals listed in line 9 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?
☐ Yes ☒ No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign here	<u>Robert Miller</u>	<u>owner</u>	<u>8/5/24</u>	<u>402-369-2080</u>
	Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney	Title	Date	Daytime Phone Number
	Name of Person to Contact Regarding This Application:			
	Name <u>Robert Miller</u>	Title <u>Owner</u>	Date	Daytime Phone Number <u>402-369-2080</u>

Authorization-Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign here	_____	_____	_____	_____
	Authorized Signature	Title	Date	Daytime Phone Number

Retain a copy for your records.

Form 50G, Schedule II, Question 9

Woodcliff Restaurant LLC
DBA: Woodcliff Marina

EIN/SSN	Name, Address	DOB	Title	% Own
	Miller Revocable Trust 5931 N 295 th St Valley, NE 68064			40%
507-92-2381	Robert Miller 5931 N 295 th St Valley, NE 68064	1/27/1963	Member	

Marine Investments LLC

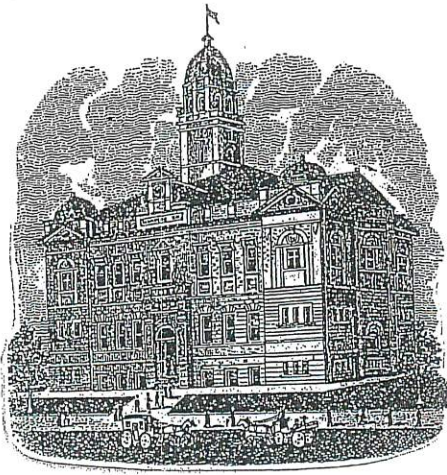
EIN/SSN	Name, Address	DOB	Title	% Own
42-371103	Marine Investments LLC 17628 Douglas Cir Omaha, NE 68118			30%
505-84-0621	Charles Stevens 17628 Douglas Circle Omaha NE 68118	10/13/1962	Member	

Starkel Enterprises LLC

EIN/SSN	Name, Address	DOB	Title	% Own
45-3142272	Starkel Enterprises LLC 19015 Blondo St Elkhorn, NE 68022			15%
505-11-4583	Beau Starkel 3502 S 228 th St Elkhorn, NE 68022	9/25/1982	Member	

Mott Properties LLC

EIN/SSN	Name, Address	DOB	Title	% Own
83-3170150	Mott Properties LLC 5906 N 292 nd Cir Valley, NE 68064			15%
507-92-0235	Steven Mott 5906 N 292 nd Cir Valley, NE 68064	8/6/1972	Member	



Saunders County Board of Supervisors

P.O. Box 61

Wahoo, NE 68066

(402) 443-8101

Fax (402) 443-5709

August 18, 2026

Department of Transportation

Attn: Tami Applebee, Highway Audit Manager

P.O. Box 94759

Lincoln, NE 68509-4759

To Whom It May Concern:

This letter is in response to the Nebraska Department of Transportation's review of the Saunders County, Nebraska audit for the fiscal year ended June 30, 2024. The NDOT initially sent a letter to the County on June 23, 2026, but due to errors in the title of the letter (addressed to the City of Grand Island), the County did not realize that this letter was intended for them until August 7, 2026.

The County recognizes the variances the NDOT noted in their letter for the 2024 fiscal-year-end. During the audit, the County and the auditor worked together to compile a listing of all grants. This listing was assembled by interviewing and emailing a multitude of County Officials who are in charge of administering grants for the various departments within the County. In collecting information from the many sources, there was a failure to connect with the Transit department to obtain all of their grant information.

The following is the County's Corrective Action Plan:

The County Clerk and auditor will work closely together in the future to make sure all officials who administer grants are contacted to supply the information needed for the completeness of the Schedule of Expenditures of Federal Awards. In addition, the auditor will prepare a "Confirmation Request" via e-mail to the NDOT prior to issuing the financial statements, to reconcile grants passed through the NDOT for highway safety, construction, and transit.

The auditor evaluated the impact of the variances on federal compliance testing and noted that the omission of the transit grant and the other small variances noted in the NDOT's letter, did not impact the major programs selected for Single Audit procedures, nor did it cause the coverage ratio required for the Single Audit to fall below the required threshold. The financial statements as a whole were not materially misstated in regards to these variances.

Dave Lutton
District #1

John Zaugg
District #2

Bill Reece
District #3

Robert Thiessen
District #4

John Smaus
District #5

Tom Hrdlicka
District #6

Frank Albrecht
District #7

The County appreciates working with the NDOT for grant funding.

Sincerely,

David N. Lutton, Chairman
Saunders County Board of Supervisors

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF WAHOO, NEBRASKA
AND
SAUNDERS COUNTY, NEBRASKA**

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

WITNESSETH:

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

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

WHEREAS, it is deemed sound, desirable, and beneficial for the parties to this Agreement for the support of the economic development, healthy lifestyles, and quality-of-life services to both Wahoo and Saunders County, to provide for the development, design and construction of a proposed Civic Center facility would include but not be limited to multi-purpose spaces supporting community recreation, health and wellness, aquatic activities, youth programming, and related administrative functions. The facility may contain gymnasium and court space, fitness and wellness areas, an indoor pool, youth program space, group fitness rooms, an elevated walking track, locker rooms, administrative offices, and such related improvements, furnishings, equipment, and site work as may be necessary or appropriate for the facility. The project would include but not be limited to design and construction of facilities, any other related minor improvements; and all architecture services and engineering, financing, and project administration expenses (hereinafter the "Civic Center Facility Project").

WHEREAS, Nebraska Revised Statutes § 77-27.142 requires any incorporated municipality that proposes to increase a municipal sales and use tax to a rate greater than one and one-half percent to submit the question of such tax or increase at a primary or general election held within the incorporated municipality;

WHEREAS, City wishes to place a ballot proposal before the electors of City for approval of a one half of one percent increase to City's sales and use tax (hereinafter the "Proposal") and to dedicate said increased revenue to implementation of public infrastructure projects specifically capital construction improvements to the Civic Center Facility Project, ~~and,~~

WHEREAS, pursuant to the authority granted by Nebraska Revised Statutes § 77-27.142, City must enter into an interlocal agreement and dedicate the additional revenue generated by the sales and use tax increase to a public infrastructure project such as the Civic Center Facility Project, or to voter-approved infrastructure related to an economic development program as defined in Nebraska Revised Statutes § 18-2705; ~~and~~

WHEREAS, City and Saunders County wish to join in an interlocal agreement pursuant to Nebraska Revised Statutes §§ 13-801 to 13-827, as amended (the "Interlocal Cooperation Act") for the administration of a public infrastructure project consisting of the Civic Center Facility Project; ~~and,~~

WHEREAS, the Parties understand and agree that Saunders County is not being asked under the terms of this Agreement to separately fund the Civic Center Facility Project with general funds of the County. +

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

1. Approval. Pursuant to the Interlocal Cooperation Act, the undersigned parties, hereby agree to administer funds in pursuit of the requirements of this Agreement under the provisions of the Interlocal Cooperation Act. ~~No less than seventy (70%) percent of the governing body of each party to this Agreement shall have approved this Agreement.~~

2. Term. The term of this Agreement shall commence on the date of execution hereof and shall terminate pursuant to Nebraska Revised Statutes § 77-27,142(2)(c) upon payment of the bonds issued by the City for payment of the cost of the Civic Center Facility Project.

3. Interlocal Project. Upon passage of the Proposal by the electors of City, City agrees to contribute the additional revenue generated by the additional one half of one percent (0.5%) sales tax increase to the Civic Center Facility Project (hereinafter "Interlocal Project").

4. Obligations of City. City shall provide all planning, engineering, bid letting, and day-to-day administration of the Interlocal Project and participate in the Interlocal Project as

provided in this Agreement.

5. Obligations of Saunders County. Saunders County shall participate in the Interlocal Project as provided in this Agreement. It is agreed that Saunders County is NOT being requested to participate in the separate funding of the Interlocal Project with general funds of the County.

6. Administrative Committee.

- A. Pursuant to Nebraska Revised Statutes § 77-27,142(3)(a), the parties hereby create an Administrative Committee (hereinafter the "Committee") relating to the Interlocal Project and for the long-term development of unified governance of public infrastructure projects. Meetings of the Committee shall be held annually, unless otherwise agreed by its members. The City shall designate four (4) representatives with one (1) being the Mayor and Saunders County shall designate two (2) representatives to serve on the Committee. Each party may also designate an alternate representative to temporarily serve as needed. All representatives and alternative representatives shall serve at the pleasure of the appointing party, and the Administrator of City, or his or her designee, shall serve as an ex officio, nonvoting member of the Committee. Saunders County may appoint an ex officio, nonvoting member of the Committee. City's Administrator, unless otherwise specified by the Committee, will serve as the Committee's Chairperson. At least four (4) voting Committee members must be present at any meeting to constitute a quorum of the Committee to transact business. The affirmative votes of a majority of those voting members of the Committee present at a meeting at which a quorum is present shall be required for the Committee to act.
- B. The Committee, for the purposes of Nebraska Revised Statutes §77-27,142(3), shall be a separate administrative entity relating to public infrastructure projects, as defined in Nebraska Revised Statutes §77-27,142(2), including without limitation the capital construction improvements to the Interlocal Project. In addition, the Committee shall:
- (1) Establish benchmarks for design completion, construction commencement and construction completion for said Interlocal Project;
 - (2) Provide recommendations related to the Interlocal Project outlined in this Agreement and the funds dedicated to said Interlocal Project;
 - (3) Ensure that benchmarks outlined in this Agreement are met within the time frames outlined herein;
 - (4) Call any additional meetings on an as needed basis for the administration of the Agreement; and
 - (5) Recommend any amendments to this Agreement which will ensure or assist in the completion of the Interlocal Project.
- C. City's Administrator, or his or her designee, shall be responsible for assisting

the Committee in administering the Interlocal Project and shall report periodically, or as requested, to the parties regarding the progress of the Interlocal Project.

7. Budgeting. There shall be a joint budget established for this cooperative undertaking. Each respective government entity shall pass and adopt a budget, as necessary, for the funding of their respective obligations contained herein and for the funding of their obligations pursuant to Nebraska law. ~~It is anticipated, however, that since~~ Saunders County does not ~~intend to~~ fund any portion of the Interlocal Project, it ~~will not be shall not be~~ necessary for Saunders County to adopt a separate budget for the Interlocal Project.

8. Consideration. The consideration for this Agreement shall be the exchange of services provided by each of the respective government entities, and any other reasonable consideration the respective government entities agree upon.

9. Powers. This Interlocal Agreement does not create a new or separate legal entity other than the Committee and its powers are limited to those granted by this Interlocal Agreement and by the provisions of the Nebraska Interlocal Cooperation Act. For purposes of this Agreement, however, City through its City Administrator, or his or her designee, shall be considered the administrator of this Agreement pursuant to Nebraska Revised Statutes § 13-801 et seq.

10. Indemnification. City shall save and hold harmless Saunders County from all losses, claims, and damages arising out of the negligent or intentional acts or omissions of City or its agents or employees in the performance of this Agreement.

11. Failure of Proposal. Should the Proposal fail to be passed by the electors of City at the November 3, 2026 general election, this Agreement shall become null and void.

12. Manner of Acquiring and Holding Property. The improvements to the Interlocal Project and any equipment related thereto shall remain the property of the City. Each party to this Agreement shall retain control of its separate property during activities conducted pursuant to this Agreement.

13. Severability. If any provision of this Agreement is deemed illegal or void, the remainder of this Agreement shall not be affected.

14. Amendment. This Agreement may be amended by written agreement approved by the governing bodies of both parties hereto.

15. Headings. Headings in this Interlocal Agreement are for convenience only and shall not be used to interpret or construe its provisions.

16. Governing Law. The Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

17. Effective Date. This Agreement shall take effect on the date of final execution.

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~~17. Term. The increase in the sales and use tax will terminate upon the later of ten years after the effective date of the increased sales and use tax or, if bonds are issued and the local option sales and use tax revenue is pledged for payment of such bonds, upon payment of such bonds and any refunding bonds.~~

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18.

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

Executed this ____ day of August, 2026.

Gerald D. Johnson,
Mayor of Wahoo, Nebraska

Attest:

Christina Fasel, Wahoo City Clerk

Executed this ____ day of August, 2026.

David Lutton, Chair
Saunders County Board of Supervisors

Attest:

Dee Ann Nice, Saunders County Clerk

Approved as to Form this ____ day of August, 2026.

Jovan W. Lausterer, #23081
Wahoo City Attorney

551 N. Linden Street
Wahoo, NE 68066

Approved as to Form this ____ day of August, 2026.

Jennifer Joakim
Saunders County Attorney
387 N. Chestnut Street, Suite 1
Wahoo, NE 68066

RESOLUTION # 24-2026

A Resolution Designating the Method of Notice for Meetings of the Board of County Supervisors and Board of Equalization

WHEREAS, Neb. Rev. Statutes §§ 84-1407 to 84-1414 are known and may be cited as the Open Meetings Act (“Act”);

WHEREAS, for purposes of the Act, the Board of County Supervisors of the County of Saunders, Nebraska (“Board”) as governing body of the County of Saunders, Nebraska, (“County”), constitutes a public body whose meetings are subject to the Act;

WHEREAS, in addition, the Board sits as the board of Equalization which also constitutes a public body whose meetings are subject to the Act.

WHEREAS, Nebraska Legislative Bill 596 (2026)(“LB596”) amended the Act to require public bodies to give reasonable advance publicized notice of each meeting by a method designated by each public body and recorded in its minutes. See Neb. Rev. Stat. § 84-1411 (1)(a), as amended by LB596 (2026);

WHEREAS, LB596 further amended the Act by requiring that notice shall be given at least four times each year of the regular meeting schedule, the location, and the method designated by the public body to provide reasonable advance publicized notice. Such notice shall be given by publication in a legal newspaper of general circulation with the public body’s jurisdiction.

WHEREAS, the Board desires to designate its method of notice as placing the agenda on the County’s website at least twenty-four hours before each meeting, except when it is necessary to hold an emergency meeting without reasonable advance public notice pursuant to the Act.

WHEREAS, the Board desires to publish in a legal newspaper of general circulation in Saunders County at least four times per year the regular meeting schedule, the location, and the method of notice designated by the Board.

NOW, THEREFORE, BE IT RESOLVED, by the Board that:

1. The method designated by the Board to provide reasonable advance publicized notice of its meetings as the Board and Board of Equalization for purposes of the Act will be placing the agenda on the County’s website, www.saunderscounty.ne.gov at least twenty-four hours before the meeting, except when necessary to hold an emergency meeting without reasonable advance public notice pursuant to Neb. Rev. Stat. § 84-1411 (5).
2. The Board shall publish in a legal newspaper of general circulation in Saunders County at least four times per year and shall record within its minutes the following notice:

The Saunders County Board of Supervisors will hold its regular meeting the First, Second, and Fourth Tuesday of each month at 9:00 a.m. CT. If there is a holiday, the Board is adjourned, and/or the regular meeting is canceled for any other reason, then the meeting will be held at the regular time at the next regularly scheduled meeting. The County Board may hold special meetings as deemed necessary with reasonably advanced publicized notice, and, if necessary, may hold an emergency meeting without reasonable advance public notice pursuant to Neb. Rev. Stat. § 84-1411 (5). Except as otherwise provided by reasonably advanced publicized notice or in cases of an emergency, the County Board shall hold meetings in the Supervisors Room, Saunders County Courthouse, 433 North Chestnut Street, Wahoo, Nebraska. The method designated by the Board to provide reasonable advance publicized notice will be published in the Wahoo Newspaper. In case of refusal, neglect, or inability of the newspaper to publish the notice, the Board will (i) post such notice on its website, if available, (ii) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by

majority of Nebraska newspapers, and (iii) post such notice in a conspicuous public place in such County's jurisdiction.

3. The County's Board of Equalization shall publish in a legal newspaper of general circulation in Saunders County at least four times per year and shall record within its minutes the following notice:

The Saunders County Board of Equalization ("Board of Equalization") will hold its regular meeting the First, Second, and Fourth Tuesday of each month at 9:00 a.m. CT. If there is a holiday, the Board is adjourned, and/or the regular meeting is canceled for any other reason, then the meeting will be held at the regular time at the next regularly scheduled meeting. The County Board of Equalization may hold special meetings as deemed necessary with reasonably advanced publicized notice, and, if necessary, may hold an emergency meeting without reasonable advance public notice pursuant to Neb. Rev. Stat. § 84-1411 (5). Except as otherwise provided by reasonably advanced publicized notice or in cases of an emergency, the County Board of Equalization shall hold meetings in the Supervisors Room, Saunders County Courthouse, 433 North Chestnut Street, Wahoo, Nebraska. The method designated by the Board to provide reasonable advance publicized notice will be published in the Wahoo Newspaper. In case of refusal, neglect, or inability of the newspaper to publish the notice, the Board will (i) post such notice on its website, if available, (ii) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (iii) post such notice in a conspicuous public place in such County's jurisdiction.

4. Any of the provisions herein that conflict with any previous County Resolution are hereby superseded by the provisions of this Resolution.

5. A copy of this Resolution be placed on file in the office of the County Clerk for public inspection upon request.

DATED this 18th day of August, 2026.

ATTEST:

Dee Anne Nice, Saunders County Clerk

David N. Lutton, Chairman
Board of Supervisors

NOTICE OF BOARD OF SUPERVISORS MEETING

The Saunders County Board of Supervisors will hold its regular meeting the First, Second, and Fourth Tuesday of each month at 9:00 a.m. CT. If there is a holiday, the Board is adjourned, and/or the regular meeting is canceled for any other reason, then the meeting will be held at the regular time at the next regularly scheduled meeting. The County Board may hold special meetings as deemed necessary with reasonably advanced publicized notice, and, if necessary, may hold an emergency meeting without reasonable advance public notice pursuant to Neb. Rev. Stat. § 84-1411 (5). Except as otherwise provided by reasonably advanced publicized notice or in cases of an emergency, the County Board shall hold meetings in the Supervisors Room, Saunders County Courthouse, 433 North Chestnut Street, Wahoo, Nebraska. The method designated by the Board to provide reasonable advance publicized notice will be published in the Wahoo Newspaper. In case of refusal, neglect, or inability of the newspaper to publish the notice, the Board will (i) post such notice on its website, if available, (ii) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (iii) post such notice in a conspicuous public place in such County's jurisdiction.

NOTICE OF BOARD OF EQUALIZATION MEETING

The Saunders County Board of Equalization ("Board of Equalization") will hold its regular meeting the First, Second, and Fourth Tuesday of each month at 9:00 a.m. CT. If there is a holiday, the Board is adjourned, and/or the regular meeting is canceled for any other reason, then the meeting will be held at the regular time at the next regularly scheduled meeting. The County Board of Equalization may hold special meetings as deemed necessary with reasonably advanced publicized notice, and, if necessary, may hold an emergency meeting without reasonable advance public notice pursuant to Neb. Rev. Stat. § 84-1411 (5). Except as otherwise provided by reasonably advanced publicized notice or in cases of an emergency, the County Board of Equalization shall hold meetings in the Supervisors Room, Saunders County Courthouse, 433 North Chestnut Street, Wahoo, Nebraska. The method designated by the Board to provide reasonable advance publicized notice will be published in the Wahoo Newspaper. In case of refusal, neglect, or inability of the newspaper to publish the notice, the Board will (i) post such notice on its website, if available, (ii) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (iii) post such notice in a conspicuous public place in such County's jurisdiction.

**BOARD OF SUPERVISORS
PROCEEDINGS
August 4, 2026**

Pursuant to adjournment, the Board met with Bill Reece, Tom Hrdlicka, John Zaugg, Robert Thiessen, Frank Albrecht, John Smaus and David Lutton present.

Notice of the meeting was given in advance by published notice in a legal newspaper as shown by the proof of publication filed in the County Clerk's office. Notice of the meeting was emailed to all members of the Board and a copy of their acknowledgement of receipt of notice and agenda is attached. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public, except when in closed executive session.

Chairman Lutton called the meeting to order at 9:02 a.m. informed the public of the location of the posting of the Open Meetings Act & Title VI Policy Statement are posted on the North wall (right hand side) as you enter the Board Room).

Open Discussion from the Public: Vicki Wollen, Planning & Zoning Board would like to get together with 2 or 3 Board of Supervisors Board Members to work on getting the regulations passed. Will set up times to meet.

Motion by Smaus, seconded by Hrdlicka to authorize the Highway Department to advertise for bids for "Saunders Co. 2026 Pipes:C-78(916) & C-78(917)" to be opened August 18, 2026. Voting yes were Reece, Hrdlicka, Zaugg, Thiessen, Albrecht, Smaus and Lutton. Voting no were none. Motion carried.

Mac Rothe – HR Director spoke to the Board about purchasing Policy Tracking Software – Power DMS designed for Government, it would also track changes to policies, Board asked about tracking continuing education and Mac thought it would be able to do that, she will check into it \$2,000.00 implementation fee with \$14,000.00 annually for 175-199 employees

Motion by Thiessen, seconded by Reece to approve the purchase of Policy Tracking System software, PowerDMS by NEOGOV. \$2,067.00 implementation fee and \$12,621.60 1st year subscription fee for a total of \$14,688.60. Voting yes were Hrdlicka, Zaugg, Thiessen, Albrecht, Smaus, Lutton and Reece. Voting no were none. Motion carried.

Lily Teeple, Executive Director, Saunders County Economic Development Corporation – gave the Board an update on what she has been up to regarding Economic Development for the County. She has been meeting with different community members, met with Jerry Johnson, Mayor of Wahoo, Mitch Polacek, Planning & Zoning Administrator, John Zaugg, still waiting to hear from the other board members to find out what their visions for the County are, she met with Josh Charvat, Executive Director of Cass County Economic Development Council, great discussion about the benefits of belonging to the Greater Omaha Chamber, potential partnership with Cass Co., will meet with Alec Gorynski from the Greater Omaha Chamber tomorrow to discuss a potential partnership. Lincoln and Omaha Chambers officially announced the Ag Works Corridor, helping to market our area as Ag Growth and Ag Industry great asset for Saunders County

Jennifer Joakim, County Attorney and Mac Rothe, HR Director presented the written policy that was drawn up for Miscellaneous and Travel Expenses, the Board had several questions, wants some things changed, no action was taken on it at this time.

Motion by Albrecht, seconded by Zaugg to approve Payroll for the August 7th pay period. The County Treasurer is hereby authorized to issue a check to the Saunders County Imprest Account for the full amount for all funds. Voting yes were Thiessen, Albrecht, Smaus, Lutton, Reece, Hrdlicka and Zaugg. Voting no were none. Motion carried.

ALTEN – Installing Barrier Systems
Public Safety Radio System – Sabre will go through checklist on tower sites

Motion by Zaugg, seconded by Thiessen to approve the minutes of the July 21st Board meeting and the July 23rd Emergency Board of Equalization meeting. Voting yes were Albrecht, Smaus, Lutton, Reece, Hrdlicka, Zaugg and Thiessen. Voting no were none. Motion carried.

IT Committee – allowable purchases – use of AI Policy

Motion by Albrecht, seconded by Hrdlicka to convene in Closed Session at 10:25 a.m. for personnel (84-1410). Voting yes were Smaus, Lutton, Reece, Hrdlicka, Zaugg, Thiessen and Albrecht. Voting no were none. Motion carried.

Thiessen was excused at 10:50 a.m.

Motion by Zaugg, seconded by Smaus to adjourn from Closed Session at 11:06 a.m. with no action taken. Voting yes were Smaus, Lutton, Reece, Hrdlicka, Zaugg, Thiessen and Albrecht. Voting no were none. Motion carried.

The proceedings of the foregoing meeting were recorded and are on file in the County Clerk's office. All items considered by the Board of Supervisors were included in the agenda published or posted prior to said meeting.

Chairman Lutton declared the meeting adjourned at 11:07 a.m.

ATTEST: _____
Saunders County Clerk

Chairman Board of Supervisors

DRAFT

McKinnis will need to provide the hourly rate chart – requested of Drew their attorney not yet received.

CONTRACT FOR SERVICES

DAMAGE ASSESSMENT DOCUMENTATION AND SUPPORT

PARTIES:

SAUNDERS COUNTY, a political subdivision
433 N. Chestnut St
Wahoo NE 68066

McKinnis, Roofing and Sheet Metal
164 South 1st St
P.O. Box 37
Blair NE 68008

Saunders County is the owner of improved real property located at 433 N. Chestnut St, Wahoo, NE; specifically historic courthouse and jail; and the judicial center located at 387 North Chestnut St, Wahoo NE. The County has made claims under its property insurance carrier for damage to the roof and related structures. The claim is related to possible water, hail and other damage. The County is looking for a separate damage assessment to resolve that claim. The County needs a written report and personal support for this claims process.

Saunders County is contracting with McKinnis to perform storm damage assessment and documentation related to the property described above.

McKinnis agrees to hire an engineer as a subcontractor that will prepare a written report that will document and explain all wind/hail/other storm related damage to the exterior and roof of said property.

McKinnis will coordinate the engineer and the report. They will prepare an estimate scope of loss based on Xactimate or similar software to provide replacement line items with pricing.

McKinnis and subcontracted engineer will be available to answer questions of the County Board and attend meetings with the insurance company in presenting the claim.

McKinnis shall also provide a whole structural review of the buildings. This review will include the structural integrity of the roof, especially related to anticipated repairs to the roof.

Changes Orders. The scope of work stated in this contract includes a complete engineering report and complete scope of loss described above. The County understands that it is possible, if not likely, that the County's insurance company will request supplemental engineering reports, or other work. McKinnis will request of the County Board approval of a written change order before any invoices will exceed the contract price below.

Limitation: McKinnis will not provide opinions, advice or counsel on the interpretations of the County's insurance contract related to benefits, coverages, or polity provisions. The scope of work in this contract is limited to investigations and documenting damage that has occurred to the County's structures.

Contract price: McKinnis will bill for their ordinary and customary hourly rates for these services as set forth on the attached exhibit. The total cost of to the County for these services shall not exceed \$17,000.00.

This contract will not impact on the rights of McKinnis, if they so choose, to participate in the bidding process for repairs to the County's structures. The County encourages McKinnis to bid the repair project.

Accepted by

Date_____

_____, title _____
For Saunders County

Date_____

McKinnis Roofing and Sheet Metal, LLC

Title