

**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, October 6, 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 Nebraska Open Meetings Act is available at the Clerk's desk)

Pledge of Allegiance

Those wishing to speak on items specific to today's agenda – must sign in on the sign-in register in the Board of Supervisors Room (as you walk in the door) 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:

Open Discussion from the Public

~Closed Session~

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

- (1-3) > Resolution #28-2026 Authorizing the Chairperson to sign the Year-End Certification of County Highway Superintendent for Determining Incentive Payment for January 1, 2026 thru December 31, 2026

Planning & Zoning:

- * Public Hearing – Application #1465, Weston Engel, Amend Zoning Regulations, Section 6.01.05 of Saunders County Zoning Regulations, to allow consolidation of two contiguous parcels under common ownership, into a combined parcel, less than 3 acres
- (4-10)* Jovan Lausterer - Purchase Agreement for Undersized Parcel Request for Dam Roadway

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

- (11) County Officials Inventories of Personal Property for Fiscal Year Ending June 30, 2026

- (12) Resolution #29-2026 – Saunders County relinquishing the handling of the III CORPS fund

- (13) Withdrawal/Substitution of Securities – FirstBank of Nebraska, Wahoo

Special Designated Liquor License Local Recommendation(s):

- (14-15)* Niobrara Valley Vineyards LLC for a Consumer Show **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. at the Saunders County Fairgrounds, 635 E 1st St, Wahoo

Payroll for the October 16th pay period

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:

- (16-18)* Minutes of the September 22nd meeting

Committee Reports

Meeting Dates — (Oct. 20&27 – Nov. 17&24 – Dec. 1&15&22)

~~Closed Session~~

- ∞ Sheriff Lichtenberg – Personnel
- ∞ Interim Public Defender Jose Jaimes

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 9.28.26 8:55 a.m.

Updated 9.30.26 12:25 p.m.

Updated 10.1.26 11:49 a.m.

Final Update 10.2.26 2:53 p.m.



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

July 24, 2026

Notice to file the Annual Certification of Program Compliance and Signing Resolution with the Nebraska Board of Public Roads Classifications and Standards (NBCS) by October 31, 2026.

Please make this an agenda item for your next County Board meeting and return it to the NBCS by October 31, 2026, by mail or email to: ndot.blshelp@nebraska.gov

To avoid the suspension of Highway-User Revenue to your county please complete the enclosed **COUNTY ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE** and **SIGNING RESOLUTION** and **return them to the NBCS by October 31, 2026**. Reference Neb. Rev. Stat. §§39-2120 and 39-2121(1).

Penalties for failure to comply can be found in the following State Statutes:

- Failure to comply with the provisions of Neb. Rev. Stat. §39-2115.
- Failure to comply with the provisions of Neb. Rev. Stat. §39-2119.
- Failure to file the County Annual Certification of Program Compliance with the NBCS, Neb. Rev. Stat. §39-2121(2).
- Filing of a materially false County Annual Certification of Program Compliance, Neb. Rev. Stat. §39-2121(3).
- Construction below minimum standards without the prior approval of the NBCS, Neb. Rev. Stat. §39-2121(3).

Note: While the signature of the County Highway Superintendent is optional on the certification, the NBCS strongly recommends that the superintendent sign this certification if said county has a superintendent.

Please let me know if you have any questions. Email: ndot.blshelp@nebraska.gov
Phone: (402) 479-4436

Sincerely,


LeMoyne D. Schulz
Secretary for the Board

LDS/2026

Attachments (2)

Vicki Kramer, Director

Department of Transportation

Board of Public Roads Classifications and Standards

1400 Nebraska Parkway

PO Box 94759

Lincoln, NE 68509-4759

dot.nebraska.gov

OFFICE 402-479-4436

ndot.blshelp@nebraska.gov

Kent H. Anderson
Lemoyne

Kyle A. Anderson
Valley

Roger A. Figard
Lincoln

Bruce H. Filipi
Milligan

Chris P. Jacobsen
Broken Bow

Barbara J. Keegan
Alliance

Russell Kreachbaum, Jr.
Central City

James K. McDonald
David City

Steven D. Ramos
Norfolk

Nathan Sorben
Lincoln

Brandon Varilek
Lincoln

LeMoyne D. Schulz
Secretary – ex officio

RESOLUTION

SIGNING OF THE
COUNTY ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
2026

Resolution No. # 28-2026

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2510(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

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

Be it resolved that the County Board Chairperson of _____ County is hereby
(Print name of county)
authorized to sign the County Annual Certification of Program Compliance.

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

County Board Members

_____	_____
_____	_____
_____	_____
_____	_____

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

Attest:

(Signature of Clerk)

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COUNTY
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2026

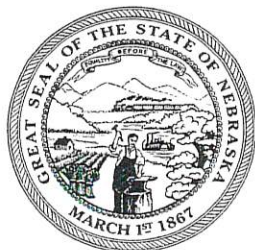
In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2510(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the County of _____ hereby certifies that it:
(Print name of county)

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2510; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the County Board Chairperson.**

Signature of County Board Chairperson (Required) *(Date)*

Signature of County Highway Superintendent (Optional) *(Date)*

Return the completed original signing resolution and annual certification of program compliance by October 31, 2026 to:
Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509
or email to ndot.blshelp@nebraska.gov



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REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT is made and entered into this 14th day of September, 2026, by and between, The Helen K. Maahs Revocable Living Trust, **HELEN K. MAAHS, Trustee**, whose address is 6325 O St. Apt., 113, Lincoln, NE 68510, hereinafter called the Seller, and the **Lower Platte North Natural Resources District**, hereinafter called the Buyer. Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Seller is the owner of the South Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 13, Township 14, Range 6, Saunders County, Nebraska (Parcel Id No 000917500); and

WHEREAS, Buyer wishes to acquire fee simple title to a sliver of property along the East boundary of the Seller's property (the "Property") as depicted on the survey exhibit attached hereto as Exhibit A and Exhibit B; and

WHEREAS, Seller has requested additional compensation for the Property in order that it may hereafter construct a boundary fence that would run alongside the Western boundary of the Property on the Buyer's land; and

WHEREAS, the Parties acknowledge and agree that Buyer shall have no obligation as it pertains to coordinating the construction of the fence, ensuring its construction, and/or maintaining the same; and

WHEREAS, the Parties wish to set forth the terms and conditions of such purchase and sale.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

- A. **"Agreement"** means this Real Estate Purchase Agreement, including all exhibits, schedules, and amendments hereto.
- B. **"Closing"** means the consummation of the purchase and sale of the Property in accordance with the terms of this Agreement.
- C. **"Closing Date"** means the date on which the Closing occurs, which shall be on or before the last day of September, 2026, or such other date as the Parties may mutually agree in writing.
- D. **"Deed"** means a Warranty Deed to be delivered by Seller to Buyer at Closing conveying fee simple title to the Property.
- E. **"Permitted Exceptions"** means those exceptions to title set forth in Section III.A of Article 3 of this Agreement.
- F. **"Property"** means the Exhibit "A" described property, including all right, title, and interest of Seller in and to the real property legally described therein, together with all appurtenances, easements, rights, and privileges belonging or appertaining thereto.
- G. **"Purchase Price"** means the total consideration to be paid by Buyer to Seller for the Property and fence allowance as set forth in Article 2.

Article 1 — Agreement to Sell and Purchase; Purchase Price

- I. **Agreement to Sell and Purchase.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, transfer, and deliver to Buyer, and Buyer agrees to purchase from Seller, all Seller's right, title, and interest in and to the Property.

- II. **Purchase Price.** The purchase price for the Property and allowance for the fence shall be Twenty-Three Thousand Dollars and no/100 (\$23,000.00) (the Total "Purchase Price").
- III. **Property Purchase Price.** The Purchase price for the Property is \$16,500.00.
- IV. **Fence Allowance.** The price paid for the fence allowance is \$6,500.00.
- V. **Payment of Purchase Price.** The Total Purchase Price shall be paid by Buyer to Seller at Closing by funds paid to Seller on the Closing Date, or by such other method as the Parties may mutually agree in writing.
- VI. Any and all closing costs shall be paid for by Buyer (including documentary stamp tax).

Article 2 — Title and Survey

- I. **Title Commitment and Survey.**
 - A. Buyer previously obtained a Full Title Certificate – Report of Title dated April 22, 2024, prepared by Title Services of Saunders County, LLC (Certificate of Authority No. 101, File No. TC24-0118) (the "Title Report"). Buyer acknowledges receipt and review of the Title Report. At Closing, Seller shall convey, and Buyer shall accept, good and marketable fee simple title to the Property, subject only to the following Permitted Exceptions:
 - 1. Zoning ordinances, building codes, and other governmental regulations affecting the use, occupancy, and improvement of the Property, provided the same do not materially interfere with the current use of the Property; and
 - 2. Any matters created by or with the consent of Buyer.
 - B. At Closing, Seller shall authorize the Title Company to issue to Buyer, at Buyer's sole cost and expense, an updated Report of Title to the Property depicting the proper legal description and title for Seller in order that the Title Company, Title Services of Saunders County, may prepare and record the Warranty Deed.
 - C. A survey was previously acquired by the Buyer as part of Olsson, Project No. 018-3423, dated June 2, 2026, and the legal description prepared by Olsson dated June 2, 2026, attached hereto as Exhibits A and B, respectively. Buyer accepts the Property as depicted on such survey and as legally described in Exhibit B.

Article 3 — Condition of Property; Inspections

- I. Buyer acknowledges that Buyer has had full opportunity to inspect and evaluate the Property and that Buyer is purchasing the Property in its "AS IS, WHERE IS" condition, with all faults. Buyer acknowledges that Seller has made no representations or warranties regarding the physical condition, environmental condition, zoning, utilities, access, or any other aspect of the Property, except as expressly set forth in this Agreement.

Article 5 — Representations and Warranties of Seller

Seller represents and warrants to Buyer as follows, which representations and warranties shall be true and correct as of the Effective Date and as of the Closing Date:

- I. **Authority and Capacity.** Seller has full power, authority, and legal capacity to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms.
- II. **Ownership.** Seller is the Helen K Maahs Revocable Living Trust, which is the sole owner of the Property and has good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, and adverse claims, except for the Permitted Exceptions.
- III. **No Conflicts.** The execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby do not and will not (a) violate any law, rule, regulation, order, judgment, or decree applicable to Seller or the Property, or (b) conflict

- with, result in a breach of, or constitute a default under any agreement, instrument, or other obligation to which Seller is a party or by which Seller or the Property is bound.
- IV. **Taxes.** All real estate taxes and special assessments levied or assessed against the Property for all years prior to 2026 have been paid in full. The first half 2026 taxes have been paid and the second half 2026 taxes were due but not delinquent as of the date of this Agreement. The Seller agrees that it will pay the full second half due for this year and any real estate taxes for 2026 against the Property due and payable in 2027.
 - V. **Litigation.** There is no action, suit, proceeding, or investigation pending or, to Seller's knowledge, threatened against Seller or the Property that would materially adversely affect the Property or Seller's ability to consummate the transactions contemplated by this Agreement.
 - VI. **Environmental Matters.** To Seller's knowledge, the Property is not in violation of any federal, state, or local environmental law, regulation, or ordinance. Seller has received no notice of any violation or alleged violation of any environmental law, regulation, or ordinance with respect to the Property.
 - VII. **Leases and Occupancy.** The Property is not subject to any leases, tenancies, licenses, or other occupancy agreements. No person or entity other than Seller has any right to possession or use of the Property, except for Buyer's existing easement rights.
 - VIII. **Liens and Encumbrances.** There are no mortgages, deeds of trust, security interests, financing statements, judgments, tax liens, or other liens or encumbrances affecting the Property.

Article 6 — Default and Remedies

- I. **Seller's Default.** If Seller fails or refuses to consummate the Closing for any reason other than Buyer's default or the satisfaction or waiver of a condition to Seller's obligation to close, Buyer may, as Buyer's sole and exclusive remedy, either (a) terminate this Agreement and receive a return of any earnest money deposit, if applicable, or (b) seek specific performance of this Agreement. Buyer waives any right to seek monetary damages against Seller for Seller's breach of this Agreement.
- II. **Buyer's Default.** If Buyer fails or refuses to consummate the Closing for any reason other than Seller's default or the satisfaction or waiver of a condition to Buyer's obligation to close, Seller may, as Seller's sole and exclusive remedy, terminate this Agreement with any outstanding fees incurred or to be incurred for the purchase of the Property to be paid by Buyer.

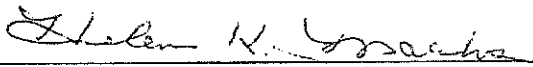
Article 7 — Miscellaneous Provisions

- I. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received (a) when delivered personally, (b) one (1) business day after being sent by a nationally recognized overnight courier service, or (c) three (3) business days after being sent by certified or registered mail, return receipt requested, postage prepaid, to the Parties at such address as a Party may designate by notice to the other Party.
- II. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Saunders County, Nebraska, and the Parties hereby consent to the jurisdiction and venue of such courts.
- III. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral, between the Parties with respect thereto.
- IV. **Amendment and Waiver.** This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

- V. **Assignment.** Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- VI. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or electronic transmission (including PDF) shall be deemed effective as an original signature.
- VII. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.
- VIII. **Time of the Essence.** Time is of the essence with respect to all dates, times, and time periods set forth in this Agreement.
- IX. **Further Assurances.** Each Party agrees to execute and deliver such additional documents and instruments and to take such further actions as may be reasonably necessary or appropriate to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- X. **Survival.** The representations, warranties, covenants, and agreements of the Parties contained in this Agreement shall not survive the Closing, except for those covenants and agreements that by their express terms are to be performed after the Closing, which shall survive the Closing in accordance with their terms.
- XI. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.
- XII. **Captions.** The captions and headings used in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- XIII. **Preparation of Agreement.** This Agreement has been prepared jointly by the Parties, and no provision of this Agreement shall be construed against either Party on the ground that such Party drafted the provision or caused it to be drafted.
- XIV. **Attorneys' Fees.** In the event of any litigation or other proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, and taxable incurred in connection therewith except if due to default as set forth in Section 6 of this document. If any litigation is due to default, the provisions of Section 6 supersede this provision regarding attorneys' fees, costs and expenses.
- XV. **Warranty.** Buyer represents and warrants to the Seller that the legal description included within Exhibit "B" attached hereto, encompasses only the area shown in the survey map attached hereto as Exhibit "A". Should it later be determined that there are errors in the legal description provided by Buyer, the Buyer agrees to file a corrective deed in order to limit the conveyed area to that shown on Exhibit "A".

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SELLER:

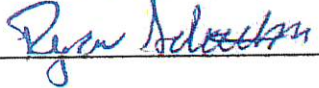

Helen K. Maahs Revocable Living Trust

Helen K. Maahs, Trustee

Date: 9-17-2026

BUYER:

Lower Platte North Natural Resources District

By: 

Title: _____

Date: _____

EXHIBIT "A"

SURVEY

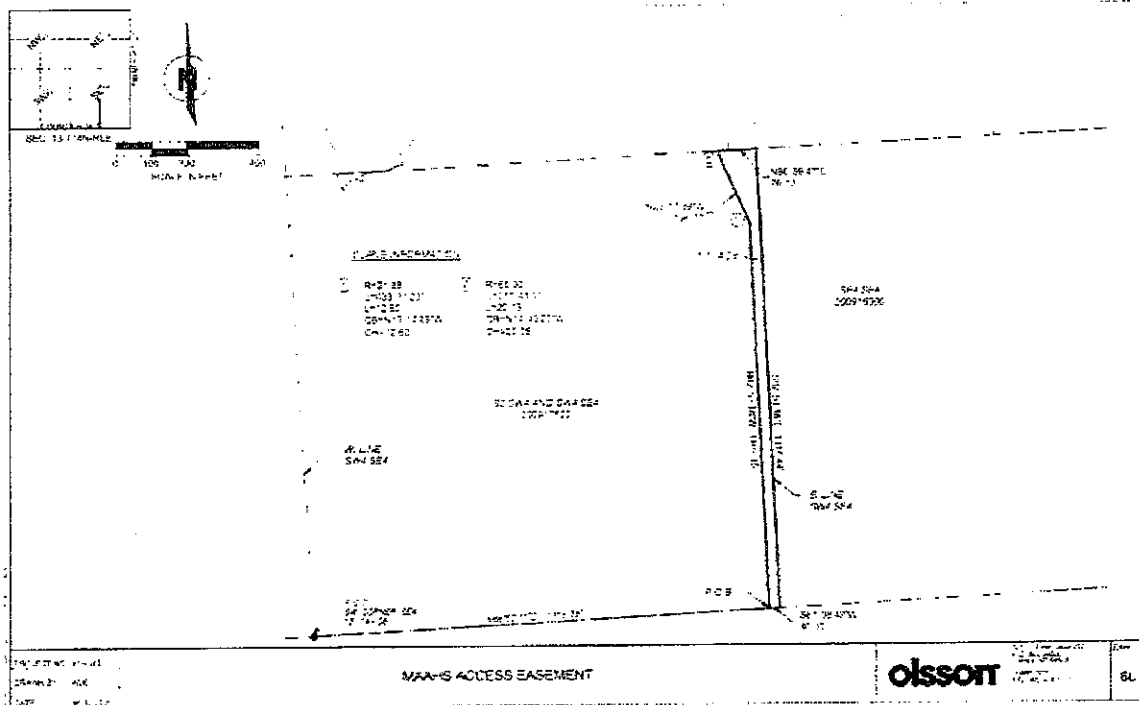


EXHIBIT "B"

LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 6 EAST OF THE 6TH P.M., SAUNDERS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ON AN ASSUMED BEARING OF NORTH 86 DEGREES 50 MINUTES 11 SECONDS EAST, A DISTANCE OF 1316.35 FEET, TO THE POINT OF BEGINNING, THENCE, NORTH 02 DEGREES 51 MINUTES 18 SECONDS WEST, A DISTANCE OF 1101.15 FEET, TO A POINT OF NON TANGENT CURVATURE, THENCE, ALONG A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 21.88 FEET, A DELTA ANGLE OF 33 DEGREES 31 MINUTES 23 SECONDS, AN ARC LENGTH OF 12.80 FEET, A CHORD BEARING OF NORTH 13 DEGREES 14 MINUTES 28 SECONDS WEST AND A CHORD LENGTH OF 12.62 FEET, TO A POINT, THENCE, NORTH 23 DEGREES 37 MINUTES 39 SECONDS WEST, A DISTANCE OF 196.77 FEET, TO A POINT OF NON TANGENT CURVATURE, THENCE, ALONG A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 17 DEGREES 44 MINUTES 37 SECONDS, AN ARC LENGTH OF 20.13 FEET, A CHORD BEARING OF NORTH 14 DEGREES 45 MINUTES 20 SECONDS WEST AND A CHORD LENGTH OF 20.05 FEET, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE, NORTH 86 DEGREES 59 MINUTES 47 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 76.13 FEET, TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE SOUTH 02 DEGREES 51 MINUTES 18 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1317.44 FEET, TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE, SOUTH 87 DEGREES 08 MINUTES 42 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

Inventory List

Department	Contact	Assigned to Supervisor	Inspection Date	Supervisor Approval
Clerk of District Court	Patti McVoy	David Lutton	9/24/26	
County Assessor/Reg of Deeds	Rhonda Andresen	John Zaugg	8/27/26	
County Attorney	Michelle Libal	John Zaugg	9/24/26	
County Board	David Lutton	John Zaugg	8/27/26	
County Clerk	Dee Ann Nice	Bill Reece	8/27/26	
County Jail	Kim Puetz	Frank Albrecht	9/24/26	
County Judge	Chris Thalken	Tom Hrdlicka	9/24/26	
County Real Estate	David Lutton	John Zaugg	8/27/26	
County Sheriff	Cheyenne June	Frank Albrecht	9/24/26	
County Surveyor	Jerry Charles	Tom Hrdlicka	9/17/26	
County Treasurer	Amber Scanlon	John Smaus	9/24/26	
Courthouse/LECJ Maintenance	Mike Holley	Tom Hrdlicka	9/21/26	
District Judge	Tracy Svoboda	David Lutton	9/24/26	
Diversion Program	Amber Pelan	John Smaus	9/24/26	
Emergency Management	Grant Anderson	Frank Albrecht	9/29/26	
Extension Office	Cole Meador	David Lutton	9/21/26	
Highway	Linda Niemann	Rob Thiessen	9/17/26	
Human Resources	Mac Rothe	Rob Thiessen	9/21/26	
IT	Josh Moyer	John Smaus	8/27/26	
Planning & Zoning	Mitch Polacek	David Lutton	8/27/26	
Probation Office	Jeanine Hrdlicka	Bill Reece	9/24/26	
Public Defender	Stephanie Reynolds	Bill Reece	9/21/26	
Title IV - D	Michelle Libal	John Zaugg	9/24/26	
Transportation	Linda Niemann	Rob Thiessen	9/17/26	
Veteran Service Officer	Bill Bonney	Tom Hrdlicka	9/17/26	
Weed Superintendent	Ed Sladky	Tom Hrdlicka	9/17/26	
The approval is based on a random inspection by Mitch Polacek or myself.				

**RESOLUTION 29-2026
OF THE COUNTY BOARD**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County Board of Supervisors of Saunders County, Nebraska, has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board;

WHEREAS, Saunders County Board of Supervisors has recognized that there is an interlocal cooperation agreement consistent with the Interlocal Cooperation Act among Saunders County and the Counties of Dodge and Cuming and the cities of Fremont and Blair, Nebraska.

WHEREAS the purpose of this interlocal cooperation agreement is for drug enforcement by the law enforcement agencies included within the described jurisdictions which comprise a group known as III CORPS.

WHEREAS, III CORPS has established a Board which oversees its funds and financial matters.

WHEREAS, III CORPS is not a separate legal entity and relies upon member jurisdictions to handle its funds and Saunders County currently handles those funds by Resolution 11-2025.

WHEREAS, Saunders County no longer desires to handle the III Corps funds.

NOW, THEREFORE, BE IT RESOLVED by the Saunders County Board of Supervisors to hereby relinquish the handling of the III CORPS Fund by Saunders County.

It is further resolved that the fund shall be turned over to the successor County or City, as determined by the III Corps Board within 60 (sixty) days, and further any and all interest accrued on said funds shall be returned to the fund.

The above Resolution was approved by a vote of the Saunders County Board of Supervisors at a public meeting duly held in accordance with the applicable law on the 6th day of October, 2026.

ATTEST:

[County Clerk]

[County Chairman]

MOTION OF COUNTY BOARD APPROVING				
WITHDRAWAL, SUBSTITUTION AND/OR ADDITIONS OF PLEDGED SECURITIES				
FIRSTBANK OF NEBRASKA WAHOO				
permitted to withdraw, substitute and/or add the following securities, held in escrow by				
MIDWEST INDEPENDENT BANK				
to secure deposits of this County in said bank, to-wit:				
and that the withdrawal, substitution and/or addition of the following securities are therefore approved.				
Withdrawal(s) of:	Receipt #	Cusip #	Maturity	Amount
BREAN ASSET	JC87105	10638MAA8	10/25/2061	500,000.00
Total				500,000.00
Substitution(s) of:	Receipt #	Cusip #	Maturity	Amount
Total				0.00
Addition(s) of:	Receipt #	Cusip #	Maturity/Expiration	Amount
DOUGLAS CNTY NEB SAN +	97388	25935MAF5	9/15/2036	100,000.00
DOUGLAS CNTY NEB SAN +	97371	25930EDR9	10/15/2038	125,000.00
Total				225,000.00
Dated this 6th day of October, 2026				
ATTEST:				
		Chairperson/Vice Chairperson Board of Supervisors		
County Clerk				

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

108489YK

Niobrara Valley Vineyards LLC

License #

Licensee Name/Non-Profit Organization

Event location name: **Saunders Co. Fairgrounds**

Event address/location: **635 E. 1st Wahoo, NE 68088**

Event Type: **Consumer Show/ Wahoo Winterfest**

Event date(s):	12-4-2026	12-5-2026				
Event start time(s):	2:00 p.m.	9:00 a.m.				
Event end time(s):	8:00 p.m.	4:00 p.m.				

Indoor area to be licensed in length & width: **10** x **10**

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

Estimated number of attendees: **500**

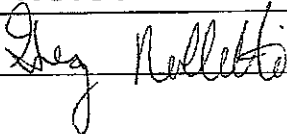
Alternate dates/times: **n/a**

Alternate location name/location: **n/a**

Type of alcohol to be served: Beer _____ Wine **X** Distilled Spirits _____

Event contact name: **Greg Nollette** Event contact phone number: **402-389-1346**

Event contact Email: **greg@nvv-ne.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

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

September 30, 2026

Dear Niobrara Valley Vineyards LLC:

The Saunders County Sheriff's Office has no objection to your application for the event scheduled at the Saunders County Fairgrounds located at 635 E 1st, Wahoo, NE on 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

**BOARD OF SUPERVISORS
PROCEEDINGS
September 22, 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 9:00 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).

Joni Cantrall, of Shaw, Hull and Navarrette CPAs, discussed the budget process, the budget and the levy with the Board. Tax request for this year - \$13,979,305, Last year - \$13,515,716 of \$463,538 3.43% increase Valuations went up 10.53% Reduction in levy – last year .22670, this year .21210

Motion by Reece, seconded by Smaus to adopt Resolution #27-2026 appropriating funds to the various Elected and Appointed Officials and other various functions for the operation of County business for Fiscal Year 2026-2027. That said appropriated funds are adopted using a total tax levy rate of .212076. Voting yes were Reece, Hrdlicka, Zaugg, Thiessen, Albrecht, Smaus and Lutton. Voting no were none. Motion carried.

Motion by Hrdlicka, seconded by Thiessen to approve the proposal from Kidwell for additional cameras in the amount of \$18,285.00. Voting yes were Hrdlicka, Zaugg, Thiessen, Albrecht, Smaus, Lutton and Reece. Voting no were none. Motion carried.

Public Works Director reported on the following:

- ~Dirt Crew – working at County Road Main Road & County Road 27 working east cleaning ditches. Will be moving to County Road 20&N&O
- ~Culvert Crew – working at project 880 (Ceresco West) County Road 20&A&Ashland Road installing Twin 84'x42' CMPs on 15° skew (RHB). Will be moving to County Road 28&V for a culvert repair.
- ~Contractor – Project 863 (Cedar Bluffs Paving Project) Contractor has finished patching County Road X. has started Milling work from County Road 25 going east.

Motion by Albrecht, seconded by Zaugg to convene as an Equalization Board at 9:36 a.m. Voting yes were Zaugg, Thiessen, Albrecht, Smaus, Lutton, Reece and Hrdlicka. Voting no were none. Motion carried.

**BOARD OF EQUALIZATION
PROCEEDINGS
September 22, 2026**

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

Chairman Reece called the meeting to order at 9:36 a.m. and 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.

Motion by Hrdlicka, seconded by Smaus to approve application for exemptions from motor vehicle taxes by Calvin Crest Camp Conference and Retreat Center, Fremont. Voting yes were Thiessen, Albrecht, Smaus, Lutton, Reece, Hrdlicka and Zaugg. 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 Equalization were included in the agenda published or posted prior to said meeting.

Chairman Reece declared the meeting adjourned Sine Die at 9:38 a.m.

ATTEST: _____
Saunders County Clerk

Chairman Board of Equalization

Upon the adjournment of the Equalization Board, the Saunders County Board of Supervisors reconvened in their Regular Board meeting.

Director of Facilities and Grounds reported on the following:

- ~Termites were found in the courthouse
- ~will be purchasing a new floor machine for the LEJC
- ~Bathrooms: plaster going on walls; marble installation is going slow
- ~Roof: with all of the rain, more leaks are popping up

Chase Manstedt – CFO/COO for Saunders Medical Center spoke to the board about the bonds, the amount of money in the fund. The hospital transfers to the County \$100,000.00 per month, to make sure that there are at least 18 months' worth of bond payments in the fund, per the Board's request when this was set up. The County Treasurer invests the money for the hospital. There are at least 6 years' worth of payments in there right now. He is requesting to pause making those payments for at least 3 years to be able to put that \$100,000.00 per month or \$1,200,000.00 per year towards projects at the hospital. Phase 1, adding on to the front of the hospital; Phase 2 redoing the therapy section; and Phase 3 surgical suite.

Motion by Smaus seconded by Reece to approve the request of Chase Manstedt, CFO/COO of Saunders Medical Center, to pause the \$100,000.00 per month transfers to the County for 3 years. Voting yes were Albrecht, Smaus, Lutton, Reece, Hrdlicka, Zaugg and Thiessen. Voting no were none. Motion carried.

Ryan Hier of JEO spoke to the Board about the agreement they would have if JEO were to manage the office renovations at the Lake Wanahoo building and what that would entail.

Motion by Smaus, seconded by Thiessen to add an emergency item to the agenda for BJA FY26 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies, this Grant needs to be signed and submitted by October 2nd, and the Board does not meet again until October 6th. Voting yes were Smaus, Lutton, Reece, Hrdlicka, Zaugg, Thiessen and Albrecht. Voting no were none. Motion carried.

Motion by Smaus, seconded by Thiessen to authorize the Chairman to sign the Grant Application; BJA FY26 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies and for Amber Pelan to submit it. Voting yes were Lutton, Reece, Hrdlicka, Zaugg, Thiessen, Albrecht and Smaus. Voting no were none. Motion carried.

Grand Anderson, Emergency Management Director reported on the following:

- ~There is a FEMA Grant available specifically for Emergency Operation Centers – it is a State Grant so NEMA would apply for it County would be a sub-recipient.
- ~Scheduled to do Capstone in November, it is the final step to get certified through NEMA and State of NE, plus taking other classes
- ~Grant and a few school administrators will be attending a safety summit in Omaha; regarding school security, school emergency planning, and school emergency response
- ~Gearing up for winter weather
- ~receiving requests to do tabletop exercises, School Districts, Municipalities, Hospital and a few others
- ~working to understand the process of flood waters, looking to get flood gauges online and adding some up north
- ~EM Pet Region – gave 50 radios to Saunders County – looking to get those distributed to people that maybe don't get good cell service where they live or maybe are financially struggling
- ~has talked to Mac about finding groups of volunteers, known as CERT "Community Emergency Response Team" Help out in Emergencies or disasters – support emergency management functions

Motion by Smaus, seconded by Hrdlicka to approve the proposed changes recommended to the travel/reimbursement policy. Voting yes were Reece, Hrdlicka, Zaugg, Thiessen, Albrecht, Smaus and Lutton. Voting yes were Reece, Hrdlicka, Zaugg, Thiessen, Albrecht, Smaus and Lutton. Voting no were none. Motion carried.

Motion by Albrecht, seconded by Thiessen to approve the payroll for the October 2nd 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 Hrdlicka, Zaugg, Thiessen, Albrecht, Smaus, Lutton and Reece. Voting no were none. Motion carried.

Motion by Hrdlicka, seconded by Zaugg to approve the Vendor Claims for the month of August, 2026. 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 Zaugg, Thiessen, Albrecht, Smaus, Lutton, Reece and Hrdlicka. Voting no were none. Motion carried.

HR Updates – October 1, Power DMS the policy tracking system should be live will involve training for employees
Contemplating a Countywide subscription of Indeed
Looking to get digitalized enrollment/employee navigator for AFLAC and looking at changing our AFLAC package
Trying to get employee navigator for Medical Insurance as well, would like to get this done before open Enrollment
Mac want to know what the Board wants her maternity leave to look like, do we get someone temporary to step in while she is gone, she only plans to be out a month

ALTEN – Do more treating of water to adjacent farms, have solidified 29,000 tons of sludge so far total will be 31,750
Public Safety Radio System – Sidewalks for the towers for the Sabre fixes will be tomorrow morning

Motion by Thiessen, seconded by Albrecht to approve the minutes of the September 15th board meeting and Fee and Activity Reports from the various offices for the month of August 2026. Voting yes were Thiessen, Albrecht, Smaus, Lutton, Reece, Hrdlicka and Zaugg. Voting no were none. Motion carried.

Motion by Albrecht, seconded by Hrdlicka to convene in closed session at 11:15 a.m. for personnel (84-1410). Voting yes were Albrecht, Smaus, Lutton, Reece, Hrdlicka, Zaugg and Thiessen. Voting no were none. Motion carried.

Motion by Albrecht, seconded by Thiessen to adjourn from closed session at 12:12 p.m. with no action taken and re-convene in regular meeting. 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 12:13 p.m.

ATTEST: _____
Saunders County Clerk

Chairman Board of Supervisors