



Madison City Council Chambers
211 S. Lincoln Street
Madison, NE 68748

CITY COUNCIL AGENDA

March 11, 2026

Welcome and reminder to turn off electronic devices.

ACKNOWLEDGEMENT OF OPEN MEETINGS ACT

ROLL CALL

PLEDGE OF ALLEGIANCE

CONSENT AGENDA *(one motion to approve items 1 – 8)*

1. Regular Agenda
2. February 11, 2026 Regular Meeting Minutes
3. Claims
4. Treasurer's Report
5. Approval of Preliminary Engineering Services Supplemental Agreements No. 6 with Mainelli Wagner & Associates, Inc., regarding Jackson St.
6. Approval of an Application for a Lot-split for Larry and Jean Mace on a tract of land in the Northeast 1/4 of the Northwest 1/4 of Section 33, T22N, R1W of the 6th P.M., Madison County, Nebraska (Located approximately one mile north of the City of Madison, east of the intersection of US Highway 81 and 829 Road).
7. Approval of Interlocal Agreement with the Madison County Library Association.
8. Approval of the Low-Income Home Energy Assistance Program (LIHEAP) Home Energy Utility Provider Agreement regarding their updated terms

PUBLIC HEARINGS AND RELATED ACTION

The City Council will review the above matters and take such action as they deem appropriate and necessary.
The City Council reserves the right to enter executive session on certain matters authorized under the Nebraska Open Meetings Act.

REGULAR AGENDA

9. Presentation by Bill Harvey on the process for approving and offering Charitable Gaming (Keno) in Madison.
10. Discussion/Action on the City's zoning law pertaining to campaign signs.
11. Discussion/Action to approve the Advertising Sign Agreement for the Park Board.
12. Discussion/Action on Ordinance 836, to adopt Nebraska Basic Code updates.
13. Closed Session for the protection of the public interest to discuss contract terms and negotiations for the lease and management of the Countryside Care Center Building.

REPORTS-POLICE DEPT.

ADJOURN



REGULAR MEETING OF THE COUNCIL

The Mayor and City Council of the City of Madison met in regular session at the City Council Chambers, Madison, Nebraska, on Wednesday, February 11, 2026, beginning at 5:30 p.m.

CALL TO ORDER

Mayor Rob Fite called the meeting to order. Roll call found the following council members present: Rick Schommer, Steve Ainsworth, Paula Biehle and Mindy Spray. Staff members present: City Treasurer Deputy Clerk Amy Wegener, City Clerk Deputy Treasurer Tristan Plessel, Economic Development Director Andy Colvin, City Attorney Mike Brogan and Police Chief Mike Hopen.

The Mayor presided over the meeting and the City Clerk recorded the proceedings. Upon opening of the meeting at 5:30 p.m. the Mayor welcomed all guests.

The Mayor informed the public about the location of the current copy of the Open Meetings Act in the back of the City Council room and made accessible to members of the public.

Notice of the meeting was given in advance thereof by posting in the Madison Star Mail and three public places.

Notice was given to the Mayor and all members of the Council, and a copy of their Acknowledgement of Receipt for Notice is attached to the Minutes. Availability of the agenda was communicated in advance to the Mayor and Council of this meeting. All proceedings shown hereafter were taken while the convened meeting was open to the public.

CONSENT AGENDA

Motion by Councilmember Schommer, Seconded by Councilmember Spray to approve the Consent Agenda: Motion will include A through D as one, with the exception of approving the Sparq invoice on the Claims List. Approve A. Agenda, B. Minutes, C. Claims, D. Treasurer's Report. Roll call: Yeas: Schommer, Spray, Biehle, Ainsworth. Nays: None. Motion carried.

BUSINESS

Motion made by Councilmember Biehle, Seconded by Councilmember Schommer to approve Olssen Consultants to prepare and develop a safety action plan for the City of Madison SS4A PROGRAM. Roll Call: Yeas: Biehle, Schommer, Spray, Ainsworth. Nays: None. Motion Carried.

Motion made by Councilmember Biehle, Seconded by Councilmember Spray to approve the agreement with Zelle HR to continue providing resources for the City of Madison. Roll Call: Yeas: Biehle, Spray, Schommer, Ainsworth. Nays: None. Motion Carried.

Motion made by Councilmember Schommer, Seconded by Councilmember Biehle to approve the move from EMC to LARM. Roll Call: Yeas: Schommer, Biehle, Ainsworth, Spray. Nays: None. Motion Carried.

Motion made by Councilmember Biehle, Seconded by Councilmember Spray to approve the Interlocal Agreement with LARM. Roll Call: Yeas: Biehle, Spray, Schommer, Ainsworth. Nays: None. Motion Carried.

Motion made by Councilmember Schommer, Seconded by Councilmember Ainsworth to approve Resolution No. 2026-27 with LARM. Roll Call: Yeas: Schommer, Ainsworth, Biehle, Spray. Nays: None. Motion Carried.

Discussion on MHS All-Alumni Celebration August 14-16th, 2026. No action

Motion made by Councilmember Biehle, Seconded by Councilmember Schommer to approve Leigha Rast as Paramedic to Madison Fire and Rescue. Roll Call: Yeas: Biehle, Schommer, Spray, Ainsworth. Nays: None. Motion Carried.

Motion made by Councilmember Ainsworth, Seconded by Councilmember Spray to approve the amount of \$3,912.33 on new signage for Fire Hall Building and plans for inside work repairs. Roll Call: Yeas: Ainsworth, Spray, Schommer, Biehle. Nays: None. Motion Carried.

Motion made by Councilmember Biehle, Seconded by Councilmember Spray to approve moving ambulance billing to Quick Claim Solutions. Roll Call: Yeas: Biehle, Spray, Schommer, Ainsworth. Nays: None. Motion Carried

Motion made by Councilmember Spray, Seconded by Councilmember Ainsworth to approve Ball Coordinator Position for 2026 Season in the amount of \$3,850 that has been approved by the Park Board. Roll Call: Yeas: Spray, Ainsworth, Schommer, Biehle. Nays: None. Motion Carried.

Motion made by Councilmember Spray, Seconded by Councilmember Schommer to not renew with Sparq. Roll Call: Yeas: Spray, Schommer, Biehle, Ainsworth. Nays: None. Motion Carried.

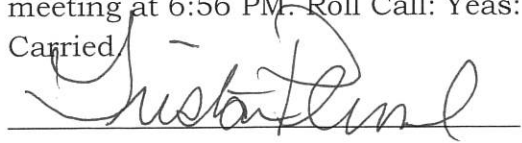
Motion made by Councilmember Schommer, Seconded by Councilmember Biehle to approve the hiring one full time City of Madison Police Officer, Jamie Potters at the rate of \$25.75 and one part time officer Seth Kolin at the rate of \$27.00. Roll Call: Yeas: Schommer, Biehle, Ainsworth, Spray. Nays: None. Motion Carried.

Motion made by Councilman Spray, Seconded by Councilmember Biehle to approve the appointment of Ruth Yuman as Madison City Clerk at the rate of \$23.69 per pay schedule. Roll Call: Yeas: Spray, Biehle, Ainsworth, Schommer. Nays: None. Motion Carried.

Motion made by Schommer, Seconded by Councilmember Biehle to approve the appointment of Tristan Plessel as Billing Clerk/Deputy Treasurer at the rate of \$25.00. Roll Call: Yeas: Schommer, Biehle, Ainsworth, Spray. Nays: None. Motion Carried.

Motion made by Biehle, Seconded by Councilmember Spray to approve the hiring of Natalie Cudaback as a temporary office assistant at a retroactive rate of \$22.00. Roll Call: Yeas: Biehle, Spray, Ainsworth, Schommer. Nays: None. Motion Carried.

Motion by Councilmember Spray, Seconded by Councilmember Schommer to adjourn the meeting at 6:56 PM. Roll Call: Yeas: Spray, Schommer, Biehle, Ainsworth. Nays: None. Motion Carried.



Tristan Plessel, City Clerk



Robert Fite, Mayor

I, the undersigned City Clerk, hereby certify that the foregoing is the full, true and correct original document of the Madison City Council Meeting proceedings had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said Minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.



Tristan Plessel, City Clerk

ADVANCED CONSULTING ENGINEER 3000.00
ALBRACHT DISPOSAL SERVICE 222.00
ALLO BUSINESS 2798.84
APPEARA 200.59
ASCAP 458.00
BAIRD HOLM 9870.00
BLACK HILLS ENERGY 1547.99
BLUE CROSS BLUE SHIELD of NEBR 17533.20
BRADY & AMY'S GAS-N-GO 1944.52
BRIAN ROSNO 95.00
BROGAN & STAFFORD P.C. 1586.75
CENGAGE Learning-GALE 205.42
CENTER POINT LARGE PRINT 149.82
CHOICE FOODS-3412 51.01
CITY OF MADISON 828.99, 5013.19
CITY OF NORFOLK 119.75
CITY PETTY CASH 44.68
CONNIE HERZ 95.00
COPPERLINE ELECTRIC CO. 655.20
D.P. BROWN OF PA CORP 1747.81
DINGES FIRE COMPANY 950.92
DUTTON-LAINSON COMPANY 9353.59
EAKES OFFICE PLUS 75.66
EISENMANN AG SUPPLY, LLC 33.66
ELECTRONIC ENGINEERING 2330.63
FARMERS PRIDE 135.05
FED W/H & SOC SEC 5483.58, 1282.40, 3957.37,
4453.48, 1041.50, 3431.31
FIELD'S HARDWARE 117.75
FIELD'S HARDWARE-NONTAX 110.06
FOLLETTE SCHOOL SOLUTIONS GRP 921.36
FRANCOTYP-POSTALIA, INC. 564.00
GENERATION CONSULTANTS, LLC 89.97
GREIG GRONENTHAL 95.00
HEIMAN INC 85.10
HENRY SCHEIN 356.74
HOLIDAY INN KEARNEY 269.90
HOST COFFEE SERVICE, INC. 129.31
HYDRO OPTIMIZATION/AUTOMATION 1781.05
JACKSON SERVICES 157.50
JOHN ORLOWSKI 95.00
JOHNNY ORLOWSKI 40.00
KCL GROUP BENEFITS 412.56
KELLY SUPPLY COMPANY 24.78
LARM 199532.40
LEAH RAST 95.00
LEODANIS ALDANA VARGAS 234.89
LOVE SIGNS 3912.33
MADISON COUNTY COURT 500.93
MATHESON TRI-GAS 79.60
MENARDS 1636.15
MES Service Company LLC 3990.00
METRO PLUMBING 7651.00
MMPS1, LLC 17396.30
NATIONAL SIGN COMPANY, LLC 1548.07
NATIONWIDE FINANCIAL 1608.22, 582.92, 161.67,
1608.22, 1391.42, 513.81, 161.67, 1391.42
NE CHILD SUPPORT PAYMENT CNTR 205.85
NE DEPT OF REVENUE 261.39
NE PUBLIC HEALTH ENVIR. LAB 788.00
NEBR PUBLIC POWER 1237.77
NEBR PUBLIC POWER DISTRICT 354371.41
NEBRASKA STATE PATROL 370.00

NEMSA 260.00, 310.00
NORSEMAN DIESEL SERVICES 4865.65
O'DEYS INC 14050.93
ONE CALL CONCEPTS INC 8.16
ONE OFFICE SOLUTION 1267.55
OPEN CARET 400.00
PAUL HERZ 95.00
PAUL KELLEN 530.52
POLLARD PUMPING, INC. 1860.00
POWER MANAGER 600.00
PRINCIPAL LIFE INSURANCE CO 574.02
Pitzer Digital, LLC 860.70
QUICK MED CLAIMS 130.52
REIGLE IMPLEMENT 136.60
RENEGADE 229.96
RVW Inc. 153.00
STEALTH BROADBAND 849.72
STRYKER SALES CORPORATION 25234.62
TEECO INC 30.75
US CELLULAR 36.27
US DEPT OF ENERGY 52586.20
VERIZON 407.94
VILLAGE OF PILGER 87.40
WELLS FARGO-1 143.15
WELLS FARGO-2 1005.50
WESCO DISTRIBUTION 1938.00
ZELLE HUMAN RESOURCE SOLUTIONS 3500.00

TREASURER'S REPORT**02/28/26**

	<u><i>Begin Balance</i></u>	<u><i>Disbursed</i></u>	<u><i>Received</i></u>	<u><i>End Balance</i></u>
CDBG Non-Interest	\$ 0.35			\$ 0.35
CRA - TIF Funds	\$ 3,156.85	0.00	\$6.53	\$ 3,163.38
CRA - Operations	\$ 19,657.33		\$40.62	\$ 19,697.95
CRA - Land Purchase	\$ 22,629.74	0.00	\$46.78	\$ 22,676.52
Youth Rec	\$ 1,760.19	\$ -	\$ 0.18	\$ 1,760.37
Countryside Home	\$ 68,795.50	(17,038.78)	\$127.64	\$ 51,884.36
General Checking	\$ 6,482,112.05	(1,017,226.25)	\$1,114,587.06	\$ 6,579,472.86

CSH Therapy/RTU replacement Loan Principal Balance \$ 472,945.31 (Monthly Pmts: \$17,038.78) Pinnacle Bank

**PUBLIC NOTICE
MADISON CITY COUNCIL**

Notice is hereby given that a meeting of the City Council will be held **WEDNESDAY**, March 11th, 2026, at **5:30 PM**, in the **Madison Council Chambers at 211 South Lincoln Street**, in Madison, Nebraska. This meeting will be open to the public. An agenda for such meetings kept continuously current, is available for public inspection at the office of the City Clerk at City Hall.

Ruth Yuman
City Clerk
City of Madison

Effective (NTP) Date	2/5/2026
Supplement Amount	34,224.80
Total Agreement Amount	SRC \$261,336.58

PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENT NO. 6
PRELIMINARY ENGINEERING SERVICES

CITY OF MADISON, NEBRASKA
MAINELLI WAGNER & ASSOCIATES, INC.
PROJECT NO. BRO-7059(16)
CONTROL NO. 32314
JACKSON STREET, MADISON

THIS SUPPLEMENTAL AGREEMENT is between the City of Madison, Nebraska ("LPA") and Mainelli Wagner & Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on April 8, 2020; Supplemental Agreement # 1 executed by LPA on November 21, 2021; Supplemental Agreement # 2 executed by LPA on January 11, 2023; Supplemental Agreement # 3 executed by LPA on October 11, 2023; and Supplemental Agreement # 4 executed by LPA on September 11, 2024; and Supplemental Agreement # 5 executed by LPA on April 29, 2025 for Consultant to provide Preliminary Engineering services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. BRO-7059(16) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "B" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services, and Exhibit "B", Consultants Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 State on LPA's behalf, issued Consultant a written Notice-to-Proceed on February 5, 2026. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by January 31, 2027.

SECTION 3. FEES AND PAYMENTS

Section 7. in Exhibit "C" of the Original Agreement is hereby amended in accordance with Exhibit "A" and as shown below.

<u>Previous Amount*</u>	<u>This Supplement Amount</u>	<u>Amended Task Order Amount</u>	
\$ 192,618.70	\$ 34,224.80	\$226,843.50	For actual labor costs (wages)
\$ 34,493.08	\$ 0.00	\$34,493.08	For direct non-labor costs
<u>\$227,111.78</u>	<u>\$34,224.80</u>	<u>\$261,336.58</u>	Total Task Order amount

*includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

Effective (NIP) Date	2/5/2026
Supplement Amount	34,224.80
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Section 7. in Exhibit "C" of the Original Agreement is hereby amended in accordance with Exhibit "A" and as shown below.

Previous Amount*	This Supplement Amount	Amended Task Order Amount	
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\$ 34,493.08	\$ 0.00	\$34,493.08	For direct non-labor costs
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By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

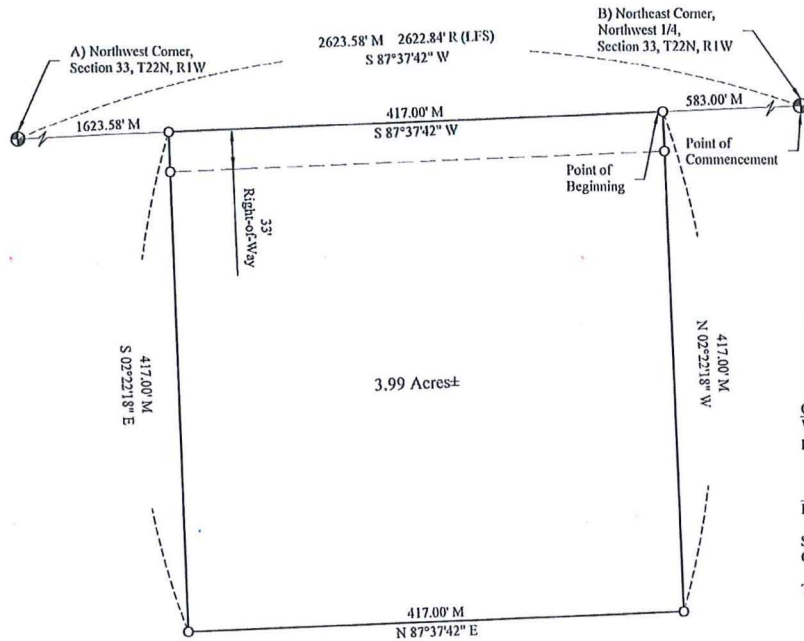
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Case : LS001-26 MC

Date: February 18, 2026
To: Madison City Council
From: Heather McWhorter, Zoning Administrator
Subject: Lot Split Recommendation –Madison City

Date of meeting:	March 11, 2026
Proposed plat name:	MACE LOTSPLIT
Applicant:	Larry & Jean Mace
Engineer or Surveyor:	Advanced Consulting Engineering Services
Location from City or Village:	Located at 1011 West 3 rd , City of Madison, Madison County, Nebraska.
Legal Description:	One mile north of the City of Madison, Madison County, Nebraska east of intersection of Hwy 81 and 829 th Road
Size of Lot Proposed:	3.99 acres
Zoning District:	Agriculture
Residence on property to be split?	No
If No, Purpose of Lot Split:	Proposed commercial bldg. for hog loading
Other Residences on the Same Quarter?	N/A
Access Available to Remaining Farm?	Yes
Application fee Paid?	Yes
Recommendation:	Approval
Parcel I.D. #	590139797

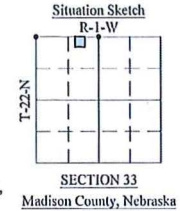


MACE LOTSPLIT
in part of the Northeast 1/4 of the Northwest 1/4 of Section 33,
T22N, R1W of the 6th P.M., Madison County, Nebraska.



Drawn By: AMP
Date: December 23, 2025
Revised Date: February 4, 2026
Project Number: S-060-083
Scale: 1" = 100'
0 50 100 200
SCALE IN FEET

- LEGEND**
- ⊕ Section Corner Found
 - Property Corner Set (5/8" x 24" I.B. w/Cap)
 - M Measured Distance
 - R Recorded Distance (LFS) LaVern F. Schroeder, LS #312, dated February 21, 2008.



OWNER'S CERTIFICATE

We, the undersigned, sole owners of the real estate described in the Surveyor's Statement, have caused said real estate to be platted, and known hereinafter as MACE LOTSPLIT in part of the Northeast 1/4 of the Northwest 1/4 of Section 33, T22N, R1W of the 6th P.M., Madison County, Nebraska.

Larry E. Mace _____ Jean A. Mace _____

State of Nebraska)
County of Madison)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2026, by Larry E. Mace and Jean A. Mace.

My commission expires: _____
Notary Public _____

TREASURER'S CERTIFICATE

I certify that there are no regular or special taxes due or delinquent against the property described in the Surveyor's Statement on this _____ day of _____, 2026.

Treasurer _____ Tax ID Number _____

APPROVAL OF THE MADISON COUNTY JOINT PLANNING ADMINISTRATOR

The foregoing plat and instrument was approved by the Madison County Joint Planning Administrator on this _____ day of _____, 2026.

Administrator _____

APPROVAL OF THE MADISON COUNTY BOARD OF COMMISSIONERS

The foregoing plat and instrument was approved by the of the Madison County Board of Commissioners, Madison County, Nebraska on this _____ day of _____, 2026.

Attest: _____
County Clerk _____ Chairman of the Board _____

State of Nebraska)
County of Madison)

This is to certify that this instrument was filed for record in the Register of Deeds Office at _____ M on
this _____ day of _____, 2026.

Register of Deeds _____

This survey was prepared at the request of Jack Walker.

FIELD NOTES

A) Northwest Corner, Section 33, T22N, R1W:
Found Stem to Survey Spike at surface of asphalt County Road.
28.88' North to Punch-Hole in West-End C.M.P.
50.46' NE to Punch-Hole in East-End C.M.P.
23.88' SE to Punch-Hole in West-End C.M.P.
57.58' SE to Duplex-Nail in Top Electric Panel Post.
61.51' SE to Top Center Irrigation Well Head.
67.39' ESE to Mag-Nail in Power Pole.
Corner falls 3.30 feet South of Centerline of County Road.

B) Northeast Corner, Northwest 1/4, Section 33, T22N, R1W:
Found 3/4" bolt in 1" Iron Pipe.
33.58' NNW to Duplex-Nail in Power Pole Corner Fence Post.
40.19' NE to Duplex-Nail in Top Fence Post.
28.96' South to Nail in Cut-Off Power Pole Brace Post.
32.21' SSW to Nail in Top Corner Fence Post.
Corner falls 2.75 East of Range of Fence North and 15 feet
East of Range of Fence SSE.

LEGAL DESCRIPTION

A tract of land located in the Northeast 1/4 of the Northwest 1/4 of Section 33, T22N, R1W of the 6th P.M., Madison County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of the Northwest 1/4 of Section 33, T22N, R1W of the 6th P.M., Madison County, Nebraska; thence S 87°37'42" W on the North line of said Northwest 1/4, 583.00 feet to the Point of Beginning; thence S 87°37'42" W on said North line, 417.00 feet; thence S 02°22'18" E and perpendicular to said North line, 417.00 feet; thence N 87°37'42" E and parallel to said North line, 417.00 feet; thence N 02°22'18" W and perpendicular to said North line, 417.00 feet to the Point of Beginning, containing 3.99 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, Nebraska Registered Land Surveyor No. 550, duly registered under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Land Surveyor's Regulation Act in effect at the time of this survey.



Terry L. Schulz
Terry L. Schulz, State of Nebraska, LS #550

2-5-2026
Date



A tract of land located in the Northeast 1/4 of the Northwest 1/4 of Section 33, T22N, R1W of the 6th P.M., Madison County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of the Northwest 1/4 of Section 33, T22N, R1W of the 6th P.M., Madison County, Nebraska; thence S 87°37'42" W on the North line of said Northwest 1/4, 583.00 feet to the Point of Beginning; thence S 87°37'42" W on said North line, 417.00 feet; thence S 02°22'18" E and perpendicular to said North line, 417.00 feet; thence N 87°37'42" E and parallel to said North line, 417.00 feet; thence N 02°22'18" W and perpendicular to said North line, 417.00 feet to the Point of Beginning, containing 3.99 acres, more or less.

**INTERLOCAL AGREEMENT
MADISON COUNTY LIBRARY ASSOCIATION**

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN Madison County, Nebraska, a Political Subdivision, by and through its Madison County Board of Commissioners, (hereinafter referred to as “County”) and Madison County Library Association consisting of the public libraries in the Cities of Battle Creek, Madison, Newman Grove, Tilden, and the Village of Meadow Grove, each being Municipal Corporations, by their respective Mayors, Chairpersons, and Trustee, respectively.

WHEREAS, Nebraska Revised Statute Section 13-801 Et. Seq.R.R.S. 1943 (reissued 1997), the “Nebraska Interlocal Cooperation Act” authorizes the parties hereto to unite their efforts and resources to accomplish the intent of this agreement; and

WHEREAS, the Madison County Library Association, by and through their respective community libraries does agree to provide all services and materials to the residents of Madison County, Nebraska, whom are not residents of the respective Municipal Corporations, under the same terms and conditions as provided to the residents of such Municipal Corporations; and

WHEREAS, the Madison County Library Association’s mission statement is to serve the communities of Battle Creek, Madison, Newman Grove, Tilden, and the Village of Meadow Grove as well as all residents of rural Madison County, Nebraska, as a resource for information, entertainment, cultural opportunity, and educational development, thereby enhancing and enriching the lives of the users. That the libraries within said communities shall be active and progressive institutions providing materials that reflect the needs and interest of its patrons. That said Library Association shall seek equitable funding, share materials and solutions to problems, provided access to resources beyond each of their individual facilities by cooperative agreements with library organizations at the local, regional and state levels and to strive to make use of all possible resources and ideas to meet the needs of the patrons of each of the communities and of the residents of the entire county; and

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

1. The duration of this agreement shall be until such time as either party hereto shall terminate this agreement as provided herein. Such termination must be in writing and provided to the other party ninety (90) days in advance of the effective date of such termination.
2. A partial termination of this agreement can only be permissible if the parties jointly agree to the terms of such partial termination. Further, if such partial termination took place all property acquired regarding library services is the City’s property; and
3. The Director of the Public Library of the City within shall be responsible for all the administrative responsibilities regarding library services.
4. The County shall pay for items used directly by patrons, to purchase and upgrade materials and services with consideration to the needs and interest of rural patrons such as: reference books, adult and children’s programs, entertainment, cultural opportunity, and educational

development, promotional items, magazine and newspaper subscriptions, subscription to Ancestry.com, furniture, tech support, programing food and supplies, videos, books, and computer equipment, thereby enhancing and enriching the lives of the users; and

5. Madison County will reimburse Madison Public Library for the cost of Ancestry.com up to the amount of \$2,000.00 annually; and
6. Madison County Library Association’s will submit an annual report to the Madison County Board of Commissioners, by July 1st of each year detailing how county funds for the previous year were spent; and
7. County funds will not be used to replace city tax funds, decrease amount of funding from the city, pay for salaries, and to pay for building maintenance, repairs, or upkeep; and
8. The authorization for this agreement shall be under and by virtue of the power to do so granted by the Interlocal Cooperation Act, Section §13-801 the §13-827, Revised Statues of Nebraska.

That this agreement shall have an effective date of July 1, 2026, and shall continue in full force and effect for a period of five (5) year.

	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
Battle Creek	\$9,767.00	\$9,962.00	\$10,161.00	\$10,364.00	\$10,572.00
Madison	\$9,767.00	\$9,962.00	\$10,161.00	\$10,364.00	\$10,572.00
Newman Grove	\$9,767.00	\$9,962.00	\$10,161.00	\$10,364.00	\$10,572.00
Tilden	\$9,767.00	\$9,962.00	\$10,161.00	\$10,364.00	\$10,572.00
Meadow Grove	\$9,767.00	\$9,962.00	\$10,161.00	\$10,364.00	\$10,572.00

This agreement shall be administered by the Madison County Clerk, as directed by the respective board of the parties hereto.

This agreement approved and executed by the Board of Commissioners of Madison County, Nebraska this 16th day of June, 2026.

ATTEST:

Board of Commissioners
Madison County, Nebraska

Anne M. Pruss, Madison County Clerk

Troy Uhlir, Chairman
Board of Commissioners

Ronald Schmidt, Commissioner

Eric Stinson, Commissioner

Approved as to form: _____
Joseph Smith, Madison County Attorney

This agreement approved and executed by the **City of Battle Creek**, of Madison County, Nebraska this ___ day of _____, 2026.

ATTEST:

Battle Creek City Clerk

Mayor of the City of Battle Creek

Approved as to form: _____
Battle Creek City Attorney

.....
This agreement approved and executed by the **City of Madison**, of Madison County, Nebraska this ___ day of _____, 2026.

ATTEST:

Madison City Clerk

Mayor of the City of Madison

Approved as to form: _____
Madison City Attorney

.....
This agreement approved and executed by the **City of Newman Grove**, of Madison County, Nebraska this ___ day of _____, 2026.

ATTEST:

Newman Grove City Clerk

Mayor of the City of Newman Grove

Approved as to form: _____
Newman Grove City Attorney

This agreement approved and executed by the **City of Tilden**, of Madison County, Nebraska this ____ day of _____, 2026.

ATTEST:

Tilden City Clerk

Mayor of the City of Tilden

Approved as to form: _____
Tilden City Attorney

.....
This agreement approved and executed by the **Village of Meadow Grove**, of Madison County, Nebraska this ____ day of _____, 2026.

ATTEST:

Village of Meadow Grove City Clerk

Mayor of the Village of Meadow Grove

Approved as to form: _____
Village of Meadow Grove City Attorney

Nebraska Low Income Home Energy Assistance Program (LIHEAP) Home Energy Utility Provider Agreement

Provider Name: _____

Doing Business as Name (DBA), if applicable: _____

Provider Federal ID Number: _____

Provider Physical Address: _____

Provider Mailing Address (if different): _____

Telephone Number: _____

Email Address(es): _____

Type of Utilities/Fuel Provider: (Check all that apply)		
Electricity	Propane	
Fuel Oil/Stove Oil	Natural Gas	Coal
Kerosene	Wood	Corn

In order to participate in the State of Nebraska Low Income Home Energy Assistance Program (LIHEAP), the Provider agrees to deliver, and the Department of Health and Human Services (DHHS) agrees to pay for home energy to eligible households under the terms and conditions set forth below.

1. DURATION

1.1 Term. A new LIHEAP Provider Agreement is required every five years unless changes require this time frame to be shortened. This Agreement will terminate September 30, 2030, unless superseded by a new agreement, or terminated for convenience upon 30-day written notice by DHHS or by the Provider. Failure to comply with any of these conditions may result in the removal from the approved provider file and suspension of further payments to the provider for client services.

1.2 Modifications. All modifications to this Agreement shall be in writing and agreed upon by both parties.

1.3 Termination. This Agreement will terminate effective immediately upon a determination by DHHS that the Provider is not in compliance with the terms of this Agreement. The Provider will be notified within 15 calendar days of the termination.

1.3.1 DHHS or the Provider may terminate this Agreement with or without cause and without cost by giving the other party at least 30 calendar days' written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit.

2. RESPONSIBILITIES

2.1 DHHS. DHHS shall:

2.1.1 Equitably provide outreach activities to potentially eligible households.

2.1.2 Based on established criteria, determine household eligibility promptly for LIHEAP.

2.1.3 Provide the household notification of approved services.

2.1.4 Review utility account documentation.

2.1.4.1 DHHS will request additional documentation or clarification of charges as needed.

2.1.4.2 No payment will be made without all the required documentation of charges.

2.1.5 Provide payment to the Provider for eligible households after receipt of all required documentation for services rendered, according to this Agreement, and upon full compliance by the Provider with the terms herein.

2.1.6 Issue payments to the Provider by Electronic Funds Transfer (EFT).

2.1.6.1 Payments will be issued in a lump sum. DHHS will identify to the Provider each eligible customer on whose behalf DHHS will make payment for energy services, and the payment amount each customer is eligible to receive.

2.1.6.2 The detailed payment information will arrive via email two (2) to three (3) days after payment is issued or via mail five (5) to seven (7) days after payment is issued.

2.1.7 Comply with all relevant state and federal laws and regulations, the Notice of Award, terms and conditions set forth by the Administration for Children and Families (ACF), program policies, and Nebraska's approved LIHEAP state plan in the implementation of LIHEAP.

2.1.8 Establish such fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state per all relevant state and federal laws and regulations, the Notice of Award, terms and conditions, program policies, and Nebraska's approved LIHEAP state plan, including procedures for monitoring the assistance provided under this title.

2.1.9 Monitor a portion of the Providers to ensure compliance with the Provider Agreement and program policies.

2.1.9.1 By signing the Provider Agreement, Providers agree to be periodically monitored and provide necessary monitoring information when requested.

2.1.10 Provide the Providers selected for compliance monitoring with a LIHEAP Monitoring Report to describe the information needed.

2.2 Provider. The Provider shall:

2.2.1 Provide DHHS a copy of the Employer Identification Number document or Social Security card which was issued to the Provider and which displays the number used by the IRS as the Provider's tax identification number.

2.2.1.1 Notify DHHS immediately when the tax identification number is changed. A new W-9 form must be completed and returned to DHHS.

2.2.2 Provide DHHS with at least one (1) designated contact person who shall be available to respond by phone and email to all reasonable inquiries regarding LIHEAP household accounts, including, but not limited to: address; account holder name; account number; line item accounting of amount owed and service it is owed for, energy burden, payment history; how the LIHEAP payment was applied; and the impact of the payment.

2.2.2.1 Limit disclosure of Personally Identifiable Information to only those persons who have a direct need to know the Personally Identifiable Information in order to provide deliveries of home energy and other services to eligible households under this agreement, and advise them to take steps to safeguard and protect Personally Identifiable Information from inadvertent disclosure and not to disclose any Personally Identifiable Information to other persons, by updating the IT contact information annually or as needed if it has changed.

2.2.3 Notify DHHS within ten (10) days when: the name of the company; ownership of the company; contact person; contact or billing information; services to be provided; or service coverage area changes.

2.2.4 Notify DHHS within ten (10) days if a LIHEAP payment is made for a customer residing in the Provider's service area but with incorrect account information.

2.2.5 Notify DHHS if the business owner or another key employee is employed by DHHS, as well as if a member of their immediate family is employed by DHHS. Immediate family is a spouse or other person who resides in the same household as the owner and is a dependent of the owner.

2.2.5.1 DHHS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Provider from providing LIHEAP services to a designated locality(s).

- 2.2.5.2 Conflict of interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.
- 2.2.6 Not serve as the Provider for a household in which he or she is a current recipient of assistance from LIHEAP. "Current" is defined as during the present federal fiscal year.
- 2.2.7 Not serve as the Provider for a dwelling or property that they own.
- 2.2.8 Apply LIHEAP payments to the approved home energy services for the LIHEAP eligible households identified by DHHS.
- 2.2.8.1 Provide the services to each eligible and approved residential household for which payment is provided under LIHEAP.
- 2.2.8.2 Home energy services include those used for heating or cooling a residential dwelling.
- 2.2.9 Using the Provider's normal billing process, charge LIHEAP households the difference between the actual amount due and the amount of the payment made with LIHEAP funds.
- 2.2.10 Charge LIHEAP eligible households the same price for services that are charged to non-eligible households, as determined by the Provider approved rate-setting process.
- 2.2.11 Not treat LIHEAP eligible households adversely because of such assistance under applicable provisions of state, territorial, or tribal law, or public regulatory requirements.
- 2.2.12 Not apply LIHEAP payments to account balances that have previously been written off or paid with other funds.
- 2.2.13 Not apply LIHEAP payments to commercial accounts.
- 2.2.13.1 LIHEAP payments must only be applied to residential accounts.
- 2.2.14 Accept payment guarantees from DHHS to restore services and eliminate arrearages.
- 2.2.14.1 The Provider must immediately apply payment guarantees to the customer accounts for the appropriate services.
- 2.2.15 Not terminate energy service to an eligible customer covered by this Agreement except under the conditions set forth in the Nebraska Rev. Stat. §§ 70-1603 through 70-1614.
- 2.2.16 Identify LIHEAP payments made for eligible household accounts as payment received from LIHEAP.
- 2.2.17 Maintain any credit amount, on the designated account, as a credit until used by the customer for energy services or the customer ends service with the Provider.
- 2.2.18 Transfer any credit balance to the new account within thirty (30) days if the customer moves and remains with the same Provider and has the same account number.
- 2.2.19 Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- 2.2.20 Return to DHHS within thirty (30) days of service ending any credit balance of LIHEAP funds unless DHHS has been notified of a delay ahead of time.
- 2.2.21 Return to DHHS within thirty (30) days any LIHEAP payment for a customer not residing in the Provider service area unless DHHS has been notified of a delay ahead of time.
- 2.2.22 Return to DHHS within thirty (30) days of Provider closing or being sold any LIHEAP credit balance unless DHHS has been notified of a delay ahead of time. Funds may not be transferred to another Provider.
- 2.2.23 Returned funds must be remitted to:
DHHS – Accounting
PO Box 94906
Lincoln, NE 68509 9947.
- 2.2.24 All funds returned to DHHS must include the following payment information:
- 2.2.24.1 Name of client;
- 2.2.24.2 Client ID number;
- 2.2.24.3 Address and city;
- 2.2.24.4 Account holder's name;
- 2.2.24.5 Account number;
- 2.2.24.6 Date the original payment was posted to the account;

- 2.2.24.7 Reason funds are being returned; and
 - 2.2.24.8 Amount of funds being returned for each account.
 - 2.2.25 Maintain current records and comply with any state or local regulations required for service provision.
 - 2.2.26 Cooperate with any federal, state, or local investigation, audit, or program review.
 - 2.2.26.1 The Provider shall allow DHHS representatives access to all records relating to LIHEAP households for compliance verification with this Agreement.
 - 2.2.27 Understand that failure to cooperate with any federal, state, or local investigation, audit, or program review may result in immediate disqualification from participation in LIHEAP.
 - 2.2.28 Take corrective action in the time frame specified by DHHS if violations of this Agreement are discovered.
 - 2.2.28.1 Corrective action may include but is not limited to providing detailed documentation of the changes made and detailed plans for future changes that will bring the Provider into compliance.
 - 2.2.28.2 Understand that failure to implement corrective actions may result in immediate disqualification from participation in LIHEAP.
 - 2.2.29 Collect and provide data within the time frame specified by DHHS and in the format requested by DHHS.
 - 2.2.29.1 The data must be provided to DHHS (or an authorized agent of DHHS) for verification, research, evaluation, analysis, and reporting. The household's signed LIHEAP application will authorize the Provider to release this information to DHHS.
 - 2.2.30 Retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until litigation, claim, negotiation, audit, or other action involving the records has been completed if it was initiated prior to the expiration of this five (5) year period.
 - 2.2.30.1 These records may be used for a variety of program purposes including: program planning; program capacity building; assessing the impact of LIHEAP and other benefits on low-income households; and supporting funding decisions.
 - 2.2.31 Provide at no cost to DHHS, in the format requested:
 - 2.2.31.1 Written account information, including: account number; address; account holder name; and other household-specific information.
 - 2.2.31.2 Written information regarding the household's home energy usage, current balance and itemized charges, bill payment history, and arrearage.
 - 2.2.31.3 Immediate written confirmation that the payment guarantee was applied to the household account, inform of the new balance, and inform whether reconnection occurred, or disconnection was alleviated.
 - 2.2.31.4 Other data as requested.
 - 2.2.32 Complete the Annual Household Energy Cost and Usage Report (Performance Measures Report) and supply the report and supporting documentation to DHHS.
 - 2.2.33 The Provider agrees to use of the following methods for reporting Annual Household Energy Cost and Usage information to DHHS:
 - a. Via an electronic Excel template provided by DHHS: or
 - b. Via Secured File Transfer Protocol (FTP site, password protected, and/or encrypted data) Comma Separated Values (CSV) file format.
- The Provider agrees to provide a designated IT contact if Option B is chosen.

Please provide the IT contact information below:

Name: _____

Position Name: _____

Phone Number: _____

Email: _____

2.2.34 Provider understands data provided to DHHS will be used for the purpose of administering the LIHEAP program and may include research, evaluation, and analysis of the LIHEAP program.

2.2.34.1 Information collected may be compiled, analyzed, and shared with federal authorities or their agents in accordance with federal and state law.

2.2.34.2 The data for the Annual Household Energy Cost and Usage must be returned to DHHS no later than October 31 each year.

2.3 Joint Duties. Both the Provider and DHHS shall:

2.3.1 Meet as needed to discuss any issues, recommendations, unmet needs, and lessons learned.

3. CONDITIONS.

3.1 Authorities. Nothing herein shall be construed as an authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.

3.2 Discrimination. The Provider shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, or any other basis prohibited by state law relating to discrimination. The Provider shall not discriminate against a LIHEAP-eligible household concerning terms, deferred payment plans, credit, conditions of sale, deposit, energy rate, including service charges, reconnection charges payment plan arrangements, or discounts offered to other customers. The Provider shall comply with all LIHEAP regulations, state and federal statutes and regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.

3.3 Confidentiality. The Provider agrees that any information and data obtained related to households shall be collected and held confidential, during and following the term of this Agreement. Household information shall not be disclosed without the individual's and DHHS's written consent and only per federal or state law.

3.3.1 Providers who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHHS of any breach or suspected breach in the security of such information.

3.3.2 The Provider shall allow DHHS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

3.4 Fraud. The Provider will be permanently disqualified from participating in LIHEAP upon the first finding of LIHEAP fraud.

3.4.1 Fraud includes, but is not limited to: intentionally providing false information to DHHS or knowingly allowing others to do so; intentional failure to notify DHHS of a change in circumstances that affects payments received by the Provider; intentionally accepting payments that the Provider knows or by reasonable diligence would know, the Provider is not entitled to under an overpayment or otherwise; or intentionally making a claim for a payment to which the Provider is not entitled under the terms of this Agreement and all applicable rules, regulations, laws, and statutes.

3.4.2 Repayment must be made unless contrary to a court order.

3.5 Non-fraud overpayments. For overpayments received by the Provider that are not the result of intent to defraud, the Provider shall be required to repay the full amount to DHHS.

3.6 Reporting fraud. The Provider agrees to report any known fraud activity by the household to DHHS. This may include, but is not limited to, the following:

3.6.1 The LIHEAP participant not disclosing all income.

3.6.2 The LIHEAP participant not using awards appropriately.

3.6.3 The LIHEAP participant not giving truthful information.

3.7 Business practices. The Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

3.7.1 No Provider may participate in LIHEAP in any capacity or be a recipient of federal funds designated for this program if the Provider has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.)

3.8 Binding on heirs and assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assign of each party but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

3.9 Due authorization. The persons executing this Agreement on behalf of a party represent and warrant to the other party that they have been duly authorized by such party executing this Agreement.

3.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application. The parties to this Agreement acknowledge the information, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.

Provider Name

Date

Printed Name/Title of Representative for Provider

Signature of Authorized Representative for Provider



City Council Agenda Memo

Date: March 11, 2026
To: Mayor and City Council
From: Andrew Colvin, Economic Development Director
Subject: Charitable Gaming (Keno) Discussion

Background: The purpose of this agenda item is to provide the Madison City Council and the public with an educational overview of charitable gaming (Keno) as it relates to Nebraska communities. This item is for information and discussion only and is intended to allow council members and citizens the opportunity to learn about how Keno operates, the regulatory framework, and the potential considerations for a community should voters ever choose to approve Keno in Madison.

Discussion: The City has received questions and informal interest from community members regarding the possibility of Madison offering charitable gaming (keno) in the future. Under Nebraska law, Keno may only be offered in a community if it is approved by local voters.

At this time, the City is not taking action to approve, implement, or recommend keno. Instead, this agenda item is intended to support transparency and public understanding by hosting an informational presentation.

Bill Harvey has a long history with, and a deep knowledge of, charitable gaming in Nebraska. Bill is an attorney with Big Red Keno and will provide a brief presentation covering general information related to charitable gaming (Keno), including but not limited to:

- What charitable gaming (keno) is and how it works
- How keno is regulated in Nebraska
- The role of the City and local nonprofit organizations

- Typical operational models used in Nebraska communities, specifically the Madison-County area
- Revenue distribution and allowable charitable uses
- Local decision-making process, including voter approval requirements
- Questions and answers from council members and the public

Financial Consideration: None.

Staff Recommendation: This is an opportunity for the elected officials, staff and citizens to learn more about Keno and the potential impact on the community.

Memo on the City of Madison's Restrictions on Political Signs
Nathan Eckstrom
March 10, 2026

1. Madison's restrictions on temporary signs

Madison's restrictions on signs are found in Sections 608 through 620 of the zoning regulations. Besides the statement of purpose in Section 608 and the definitions in Section 609, all of the provisions relevant to temporary political signs are found in Section 610, except for the permit procedures which are contained in Section 619.

Section 610, after discussing a few generalities and several types of prohibited signs not relevant here, discusses a category of Exempt Signs and a second category of Temporary and Civic Signs. Exempt signs are "permitted in any zoning district and are exempt from other provisions of this chapter" including the permit requirement, whereas the two categories of Temporary and Civic Signs each have their own restrictions but require obtaining a permit from the City.

Exempt signs include, among several others, the following: 2. Real estate signs, 4. Seasonal decorations for display on private or public property, 5. On-premise construction signs, and 8. Residential signs under 2 square feet (defined in Section 609.20 as "A small detached or attached sign located on a residential premise, conveying a message communicated by the owner of the property," while the other categories above are not specifically defined).

Political signs, on the other hand, are expressly included in the second category of Temporary and Civic Signs:

"Temporary signs for non-profit civic campaigns or events, political campaigns, or other non-commercial events are permitted in any zoning district and are exempt from other provisions of this Article, subject to the following requirements:

- a. Such signs are subject to the permit procedures set forth in this section.
- b. Such signs are installed no earlier than 30 days before the date of the event or election and removed no later than 7 days after the date of the event or election.
- c. The maximum size of such signs is 10 square feet when located in any residential and C-2 Limited Commercial zoning district; and 100 square feet in any other zoning district."

In contrast, each of the various categories of exempt signs requires no permit and is exempt from some or all of these restrictions.

Also, the reference to permit procedures in "this section" should probably be a reference to "this chapter," as the permit procedures are contained in Section 619, not Section 610. Unless there were formerly permit procedures in Section 610 which were later either moved or removed.

Each of these three restrictions applies only to some signs including political signs, but not to other signs such as real estate signs. That makes them content-based restrictions on speech and therefore subject to strict scrutiny.

2. Content-based restrictions on speech

The U.S. Supreme Court issued a major decision on municipal regulation of signs in *Reed v. Town of Gilbert*, 576 U.S. 155 (2015). Citing longstanding precedent, the Court stated, “Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed.” *Id.* at 163. The Court then invalidated a regulation with different restrictions for different signs based on their content or purpose (explicitly discussing signs for an event, political signs, and ideological signs, which were each regulated differently). The Court said that such a code was content-based on its face. *Id.* at 164. And the Court reemphasized that such a content-based restriction is subject to strict scrutiny, regardless of the motivation behind the restriction or whether or not it is a viewpoint- or speaker-based restriction. *Id.* at 165-171. And of course, to survive strict scrutiny, a restriction must further a compelling interest and be narrowly tailored to achieve that interest. *Id.* at 171.

While cities remain free to regulate signs based on numerous categories like size, location, material, and zoning district, Madison’s distinctions between, for example, real estate signs (which are essentially unregulated and require no permit) and political signs (which require a permit and are restricted by both time frame and size) is a content-based distinction which is subject to strict scrutiny.

First, I note that *Reed* was perhaps limited slightly by the Supreme Court’s later holding in *City of Austin v. Reagan Nat’l Adver. of Austin, LLC*. 596 U.S. 61 (2022). That case held that a distinction between signs about on-site activities and those about off-site activities was content-neutral. However, the distinctions in Madison’s zoning regulations are of the type struck down in *Reed*, not the type upheld in *Reagan Nat’l Adver.*

As to the application of strict scrutiny, the Eight Circuit Court of Appeals (which of course decides federal questions in our area) has repeatedly held in the context of sign codes that a municipality’s interests in traffic safety and aesthetic beauty are not compelling. *See, e.g., Willson v. City of Bel-Nor*, 924 F.3d 995, 1001 (2019); *Neighborhood Enters. v. City of St. Louis*, 644 F.3d 728, 738 (2011); *Whitton v. City of Gladstone*, 54 F.3d 1400, 1409 (1995).

Interestingly, each of these cases also went on to add that the sign codes discussed were not narrowly tailored even if the city’s interests were found to be compelling, and I believe a similar analysis of Madison’s sign code would reach a similar result.

In sum, if some temporary signs such as real estate signs need no permit and are unrestricted in size and duration, Madison cannot impose any of those restrictions on temporary political signs. (The comparison to real estate signs, in particular, was discussed in *Whitton*. *Id.* at 1404-05. In fact, as *Whitton* points out, real estate signs are commercial speech and therefore *less* protected

under the First Amendment, per *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981) and similar cases.)

3. Madison's individual restrictions on political signs

a. Permit requirements

First, Madison requires a permit before a political sign can be erected. Some other signs, such as real estate signs, do not, even if they are otherwise identical in size, material, and placement. Whether Madison could just require a permit for *all* signs, *including* temporary political signs, is doubtful. The Ninth Circuit held in *Baldwin v. Redwood City*, 540 F.2d 1360 (1976) that a permit requirement for all temporary signs was unconstitutional as applied to political signs, but a federal district court in New York held the opposite in *Sugarman v. Vill. of Chester*, 192 F. Supp. 2d 282 (2002) although in the same case it struck down numerous other sign restrictions, including those (like Madison's) that applied differently to different classes of signs. However, in light of the landmark prior restraint case *Lovell v. Griffin*, 303 U.S. 444 (1938) (invalidating a permit requirement for door-to-door distribution of literature) and its progeny, requiring permits for political speech like campaign signs would probably be unconstitutional even if permits were required for all temporary signs.

Requiring a single permit from a campaign, rather than Section 619's requirement that "Sign permits shall be issued for individual zoned lots," would be significantly less onerous, but would still impose an undue burden on individuals who wish to support a candidate who does not apply for a permit in Madison, such as a candidate with no organized sign campaign, one who doesn't want to bother with Madison in the context of a statewide or even national race, or one who simply is unaware of Madison's permit requirement. Such individuals would be left to obtain permits themselves, as would the equally important case of an individual who wished to post a sign opposing a candidate or expressing a position on a political issue (such as a war) that is not directly related to an election. So the sign permit requirement, even if it applied to all signs, would probably be unconstitutional as applied to political signs.

b. Duration limits

Second, Madison requires that political signs be installed no earlier than 30 days before the date of the election and removed no later than 7 days afterwards. This becomes more problematic if the date of the election is considered to be only May 12 (the date of the primary in 2026). Anne Pruss, the Madison County Election Commissioner, has stated that pursuant to state law her office will start sending out early voting ballots on April 6, and that many of those ballots are completed and returned within a few days. Therefore, some of the voters I hope to reach will have already voted by April 12, the date 3 days before the primary election.

If the primary election is held to start on April 6 when the Election Commissioner starts mailing early voting ballots, obviously that restriction is not an issue for this primary election (except

perhaps as to signs which are not removed by 7 days after the election). However, I note that *Whitton*, discussed earlier, did invalidate exactly the same time-frame restrictions on temporary signs that Madison has, based on the fact that some other types of signs did not have the same restrictions.

c. Size limitations

Third, Madison requires that political signs be no bigger than 10 square feet when located in any residential and C-2 Limited Commercial zoning district; and 100 square feet in any other zoning district. Now, I think those restrictions are probably reasonable, and for the most part my signs would be much less than 10 square feet (they are generally 3 square feet, but I have considered posting larger signs along Highway 81 so people can read them at 70 MPH). If Madison's code required all temporary signs (such as real estate signs) to meet these requirements, that would be fine, but Madison cannot impose these requirements on political and other civic signs but not on real estate and other commercial signs.

I do want to note that one of the categories of *exempt signs* is "Residential signs under 2 square feet in size." A "residential sign" is defined in Section 609.20 as "A small detached or attached sign located on a residential premise, conveying a message communicated by the owner of the property." So signs (including political signs) under 2 square feet are exempt from all other restrictions and permit requirements, *so long as they are located on a residential premise*. My difficulty with this provision is twofold. First, it only applies to signs on residential premises, but would not apply to any other properties where supporters could post a temporary sign, such as commercial properties, industrial sites, vacant lots, or pasture ground. Second, smaller signs are harder to read, and there is not as much room for printing on the sign. The largest readily-available size of yard sign that would be compliant is on 12 by 18 inches, half the size of the signs I have on hand for placement in other communities. I would have to order new signs which would be smaller and harder to read.

Other municipalities in Madison County

For comparison, I have been unable to find any restrictions on the size or duration of temporary signs in the city codes of Battle Creek, Newman Grove, or Tilden. Meanwhile, Norfolk allows temporary signs up to 8 square feet in all districts with a five-foot setback, and temporary signs up to 32 square feet (with the same setback as a permanent sign) in non-residential districts. (Note that Norfolk does allow the 32-square-foot signs in residential districts as long as it's a sign advertising real estate for sale, an exception for specific commercial speech that is almost certainly unconstitutional under current case law.) Norfolk also requires that election and real estate signs be removed five days after the election or sale, and that garage sale signs be removed within 24 hours, but there is no restriction on how early signs can be posted.

See Section 27-323 of the Norfolk City Code, available here:

<https://norfolkne.gov/citycode/sections/Chapter%2027/Chapter%2027%20Section%20323.htm>

1. Bulletin boards for religious assembly or school uses, provided that they have a maximum sign area of 20 square feet and are not located in a required sign setback.
2. Real estate signs.
3. Official signs authorized by a government or governmental subdivision which give traffic, directional, or warning information.
4. Seasonal decorations for display on private or public property.
5. On-premise construction signs.
6. One temporary sign per zoned lot for grand openings or special events, provided that such sign remains in place for a maximum of seven days.
7. Works of graphic art painted or applied to building walls which contain no advertising or business identification messages.
8. Residential signs under 2 square feet in size.
9. Neighborhood or subdivision identification signs under 50 square feet.
10. Street numbers.
11. Signs which are not visible from a public right-of-way, private way, or court or from a property other than that on which the sign is installed.

Temporary and Civic Signs

1. Temporary or portable signs for grand openings, sales, and special events are permitted in Commercial and Industrial zoning districts, subject to the following requirements:
 - a. Such signs are subject to the permit procedures set forth in this section.
 - b. The size of such signs does not exceed the limitations set forth in Table 6-6.
 - c. No more than one such sign is permitted at any single premises.
 - d. Temporary or portable signs may be present at any single premises for a maximum of 30 days per year.
2. Temporary signs for non-profit civic campaigns or events, political campaigns, or other non-commercial events are permitted in any zoning district and are exempt from other provisions of this Article, subject to the following requirements:
 - a. Such signs are subject to the permit procedures set forth in this section.
 - b. Such signs are installed no earlier than 30 days before the date of the event or election and removed no later than 7 days after the date of the event or election.
 - c. The maximum size of such signs is 10 square feet when located in any residential and C-2 Limited Commercial zoning district; and 100 square feet in any other zoning district.

Buffers

No sign other than on-premise directional signs shall be placed within any buffer required by Article Eight, Landscaping and Screening Regulations, except buffers adjacent to intervening major streets.

613 Specific Regulations for Zoning Districts

This Section sets forth regulations and design standards for signs and graphics for each zoning district.

614 Method of Measurement for Regulators

Maximum Permitted Sign Area

Maximum permitted sign area for a premises is set forth as a numerical limit or as a function of the frontage of the premises on a street or private way. For properties with frontage on more than one street or private way, the total frontage shall be calculated as the longest frontage plus one-half the length of all additional frontages.

Sign Area

1. Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, excluding any structure essential for support or service of the sign, or architectural elements of the building.
2. The area of double-faced signs is calculated on the largest face only.
3. The sign area for ground signs, monument signs, and architectural sign bands is calculated as the area enclosing the extreme limits of the copy only.
4. In the case of individual letters mounted to a wall, only the total area of the letters themselves is included within the sign area.

Height

The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or sign structure.

Setback

The setback of a sign is measured from the property line to the supporting frame, mast, pole or base of the sign.

615 Permitted Sign Types by Zoning Districts

Table 6-4 sets forth the sign types permitted within each zoning district of the City of Madison.

616 Auxiliary Design Elements

Table 6-5 sets forth auxiliary design elements permitted within each zoning district of the City of Madison.

617 Maximum Permitted Sign Area

Table 6-6 sets forth the maximum sign area permitted within each zoning district of the City of Madison.

618 Permitted Signs by Numbers, Dimensions, and Location

Table 6-6 sets forth the maximum permitted numbers of signs per premise; the maximum permitted dimensions of each sign; and the required setbacks for detached signs.

619 General Permit Procedures

Applicability

Any installation, modification, or expansion of any sign which is not exempt from the provisions of this Article shall be subject to the following permit procedure prior to installation.

Maintenance of Valid Sign Permit

The owner of a property containing signs requiring a permit under this ordinance shall at all times maintain in force a sign permit for such property. Sign permits shall be issued for individual zoned lots. A sign permit may be revoked if the sign is not maintained in good condition.

Sign Permit Applications

All applications for sign permits shall be submitted to the Zoning Administrator in accordance with application specifications established by the Building Inspector.

Application Fees

Each application for a sign permit shall be accompanied by any applicable fees, which shall be established by the City Council from time to time by resolution.

Action

Within ten working days of the submission of a complete application for a sign permit, the Zoning Administrator shall either:

1. Issue the sign permit, if the sign conforms to the provisions of this Article.
2. Reject the sign permit if the sign(s) that is the subject of the application fails in any way to conform to the requirements of this Article.

Permit Expiration

If a sign is not constructed in accordance with an approved permit within six months of the date of approval, such permit shall lapse.

Assignment of Sign Permits

A current and valid sign permit shall be freely assignable to a successor as owner of the property or holder of a business license for the same premises.

620 Nonconforming Signs

1. All permanent signs in place and lawfully established on the effective date of this Ordinance shall be considered as legal nonconforming signs. The copy of such a sign may be changed from time to time, provided that the sign area shall not be enlarged beyond the sign area in existence on the effective date.
2. Any nonconforming sign which presently is or becomes structurally damaged or deteriorated, or is altered by more than 50% of its replacement cost, shall be either removed or altered so as to comply with this Article.
3. For business centers pre-existing on the effective date of this Ordinance which do not conform to the total permitted sign area provisions of this Article, individual signs may be replaced, modified, or substituted prior to December 31, 2011. Each sign shall conform to the applicable regulations for individual signs and shall be installed so as to reduce the total amount of the nonconformance.

621 Discontinuance of Nonconforming Signs

Within any zoning district, all on-premise signage must comply fully with the provisions of this Ordinance, unless otherwise provided, within fifteen years of the effective date of this Ordinance.

CITY OF MADISON, NEBRASKA
Memorial Park Advertising Sign Agreement

Date of Installation: _____ (to be filled in by Park Board Representative)

Terms of the Agreement:

In consideration for City of Madison (“City”) to install a sign at its Memorial Park softball fields advertising undersigned Madison area business (“Business”), such Business promises to pay to the order of City of Madison the amount of \$_____ for initial installation of the sign by City and advertising for the first year, commencing on the Date of Installation stated above. This Agreement shall automatically renew at \$_____ per year thereafter, due on the anniversary date, unless either party notifies the other in writing to terminate this Agreement at least 30 days before the end of any one-year term. Upon execution of this Agreement and payment of the initial sum, Business shall provide Park Board representatives with a digital text and logo file, which will be provided to the sign maker for creation of the sign. The Date of Installation stated above will be the date the sign is actually installed at the park. Signs shall all be of about equal size (approximately 3’ x 6’) and made of hard material to be screen printed in color or black and white with the Business name and logo. If a sign is materially destroyed during the first year only by vandalism, weather or other cause, City will replace the sign at no additional cost to Business. City shall have no liability for destruction or gradual wear and tear after the first year. Signs are owned by City and may be taken down if the annual renewal charge is not timely paid, or if City determines in its discretion that the sign is not in good enough condition to be renewed.

The City and Business agree to these terms as of this date of signing: _____.

Signature of Authorized Representative (of “Business”)

Printed Business Name, Address and Phone

THE CITY OF MADISON (“City”)

Authorized Park Board Representative

ORDINANCE NO. 836

AN ORDINANCE TO REVISE THE NEBRASKA BASIC CODE OF ORDINANCES FOR THE CITY OF MADISON, NEBRASKA, BY ADOPTING AMENDMENTS AND SUPPLEMENTS CONTAINING STATE LEGISLATION AND LOCAL LEGISLATION THROUGH OCTOBER 1, 2025; TO REPEAL PRIOR ORDINANCES; TO REQUIRE FILINGS; AND TO PROVIDE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MADISON, NEBRASKA:

Section 1. The general ordinances of the City of Madison, Nebraska, are hereby revised, codified, and printed in book form as a Code of Ordinances through adoption of the Nebraska Basic Code of Ordinances for Cities of the Second Class/Villages prepared by the League of Nebraska Municipalities, published by American Legal Publishing Corporation, and composed of the following titles, including the local legislation in Title XVII:

TITLE I: GENERAL PROVISIONS

- 10. General Provisions

TITLE III: ADMINISTRATION

- 30. Elected Officials; Ordinances
- 31. Appointed City Officials
- 32. Departments, Boards, and Commissions
- 33. General Provisions
- 34. Elections
- 35. Finance and Revenue

TITLE V: PUBLIC WORKS

- 50. General Provisions

TITLE VII: TRAFFIC CODE

- 70. General Provisions
- 71. Traffic Regulations
- 72. Parking Regulations

TITLE IX: GENERAL REGULATIONS

- 90. Leisure and Recreation
- 91. Health and Safety
- 92. Public Ways and Property
- 93. Animals

TITLE XI: BUSINESS REGULATIONS

- 110. Business Licensing
- 111. Alcoholic Beverages
- 112. Tobacco and Cigarettes
- 113. Sales and Advertising

TITLE XIII: GENERAL OFFENSES

- 130. Property Offenses
- 131. Offenses Against Public Order
- 132. Offenses Against Public Justice and Administration
- 133. Offenses Against Public Health and Safety
- 134. Offenses Against Public Morals

TITLE XV: LAND USAGE

- 150. Building Regulations

TITLE XVII: LOCAL LEGISLATION

- 170. General Provisions
- 171. Administration
- 172. Public Works
- 173. Traffic Code
- 174. General Regulations
- 175. Business Regulations
- 176. General Offenses
- 177. Land Usage

Section 2. The Code of Ordinances contains all of the provisions of a general nature pertaining to the subjects enumerated and embraced in the Code of Ordinances. All prior ordinances pertaining to the subjects treated in the Code of Ordinances are repealed, except for ordinances set forth in Title XVII, Local Legislation; and except that nothing shall affect any rights acquired under, actions involving, or fines, penalties, forfeitures, or liabilities incurred pursuant to such ordinances prior to repeal.

Section 3. All ordinances of a temporary or special nature (such as the periodic setting of electrical rates) and all other ordinances pertaining to subjects not embraced in the Code of Ordinances, including ordinances specified in this section, shall remain in effect unless repealed expressly or by necessary implication.

- 1. Vacating or setting the boundaries of streets, alleys, or other public places.
- 2. Annexing or detaching territory.
- 3. Granting or accepting easements, plats, or dedication of land to public use.
- 4. Providing for the acquisition or conveyance of real or personal property.
- 5. Authorizing or directing public improvements to be made.
- 6. Levying taxes or special assessments.
- 7. Appropriating money.
- 8. Granting franchises or special licenses.
- 9. Providing for the issuance of bonds or other instruments of indebtedness.
- 10. City of Madison Comprehensive Plan, Zoning & Subdivision Ordinances (2017).

Section 4. All boards, commissions, councils, and other such bodies as established in ordinances or resolutions adopted prior to the adoption of the Code of Ordinances shall continue in existence and number of members unless specifically amended in the Code of Ordinances or until an ordinance abolishing, establishing, or otherwise changing such bodies is adopted or amended. All fees and charges established in ordinances or resolutions adopted prior to the adoption of the Code of Ordinances shall remain in effect unless amended in the code of Ordinances or until an ordinance adopting a schedule of fees and charges is adopted or amended.

Section 5. At least one copy of the Code of Ordinances shall be on file in the office of the City Clerk and available for inspection by members of the public during the hours the office is open for the ordinary transaction of business. The Clerk shall file a copy of the Code of Ordinances with the County Court.

Section 6. This ordinance shall take effect from and after its passage, approval, and publication according to law.

Passed and approved on March 11, 2026.

CITY OF MADISON

Mayor

ATTEST:

City Clerk

THE NEBRASKA BASIC CODE

REVISION HIGHLIGHTS

November 2023

The Nebraska Basic Code (“NBC”) is updated annually with state law changes. The NBC is also revised as needed to better meet municipalities’ local needs, by implementing suggestions directly from municipalities and recommendations from the League of Nebraska Municipalities. Below are all of this year’s changes affecting the NBC.

TITLE III: ADMINISTRATION

- Ch. 30, Cities of the Second Class: Regarding municipal powers and duties of a mayor, clarifies the conditions under which the mayor may vote where a tie-breaking vote is needed or a majority vote of all the elected members cannot be reached due to absence, vacancy, or abstention of one or more city council members. (LB531)
- Ch. 30, Villages: In regard to the reading and passage of ordinances, resolutions and the like, specific reference to former Neb. RS 17-614(3) is deleted, and a stylistic revision of the text is made. (LB 531)
- Ch. 30, Cities of the Second Class: Regarding the reading and passage of ordinances, resolutions and the like, clarifies the conditions under which the mayor may vote where a tie-breaking vote is needed or a majority vote of all the elected members cannot be reached due to absence, vacancy, or abstention of one or more city council members; also, specific reference to former Neb. RS 17-614(3) is deleted. (LB 531)
- Ch. 35: Regarding both Cities of the Second Class and Villages: Adding "to the extent allowed by law" regarding a governing body's request to set its property tax request at an amount that exceeds its property tax request in the prior year. (LB243)
- Ch. 35: Regarding both Cities of the Second Class and Villages: Adding "to the extent allowed by law" regarding a governing body's request to set its property tax request at an amount that exceeds its property tax request in the prior year. (LB243)
- Ch. 35: Regarding both Cities of the Second Class and Villages: Clarifying the procedure to be followed in a joint public hearing regarding a governing body's request to set its property tax request at an amount that exceeds its property tax request in the prior year. (LB727)

TITLE VII: TRAFFIC CODE

- Ch. 70, Regarding both Cities of the Second Class and Villages: Adding electric bicycles to the proper subjects of municipal regulation. (LB138)

THE NEBRASKA BASIC CODE

REVISION HIGHLIGHTS

November 2024

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TITLE III: ADMINISTRATION

- Ch. 30, Regarding both Cities of the Second Class and Villages: Specifies that where a special election is needed to fill vacancies in the offices of one-half or more of the members of the governing body, candidates for such special election shall file a candidate filing form pursuant to § 34.07. (Neb. RS 32-606.01) (LB 287)
- Ch. 33, Regarding both Cities of the Second Class and Villages: Provides for alternatives for notice of a public meeting where publication in a local newspaper would not be timely. (LB 287)
- Ch. 33, Regarding both Cities of the Second Class and Villages: Provides that except for closed sessions, a public body shall allow members of the public an opportunity to speak at each meeting under the Open Meetings Act. (LB 43)
- Ch. 34, Regarding both Cities of the Second Class and Villages: Provides that the governing body shall furnish to the Secretary of State and election commissioner or county clerk any maps and additional information which the Secretary of State and election commissioner or county clerk may require in the proper performance of their duties in the conduct of elections and certification of results. (LB 287)
- Ch. 34, Regarding both Cities of the Second Class and Villages: The process of holding general and special elections is clarified. (LB 287)
- Ch. 34, Regarding both Cities of the Second Class and Village: Clarifies the process of holding general elections and clarifies limitations on electioneering by poll watchers. (LB 287)
- Ch. 35, Regarding both Cities of the Second Class and Villages: A stylistic revision of the text is made. (LB 461)
- Ch. 35, Regarding both Cities of the Second Class and Villages: Clarifies that the investment authority of a local government investment pool under the Public Entities

Pooled Investment Act is not expanded by a preceding provision to permit investment of certain surplus in excess of current needs. (LB 1074)

- Ch. 35, Regarding both Cities of the Second Class and Villages: Specifies that officials shall not accept a central bank digital currency as a method of cash payment of obligations such as any tax, levy, excise, duty, custom, toll, interest, penalty, fine, license, fee, and the like. (LB 1074)
- Ch. 35, Regarding both Cities of the Second Class and Villages: A stylistic revision of the text is made. (LB 34, 1st Special Session)
- Ch. 35, Regarding both Cities of the Second Class and Villages: Clarifies that a property tax request at an amount that exceeds a property tax request in the prior year is subject to the limitations provided in the School District Property Tax Limitation Act and the Property Tax Growth Limitation Act. (LB 34, 1st Special Session)

TITLE IX: GENERAL REGULATIONS

- Ch. 91, Regarding Cities of the Second Class: Specifies the minimum contents of an open burning permit issued by the Fire Chief and allows additional requirements. (LB1069)

TITLE XI: BUSINESS REGULATIONS

- Ch. 111, Regarding both Cities of the Second Class and Villages: Adds a tribal enrollment card to the list of acceptable form of identification for keg sales. (LB1288)
- Ch. 112, Regarding both Cities of the Second Class and Villages: Requires an email address be provided by applicants for licenses for the sale of, tobacco, cigarettes and the like, and requires a clerk or finance department to notify the Tax Commissioner when a license is granted. (LB1204)
- Ch. 112, Regarding both Cities of the Second Class and Villages: Clarifies that a new license for tobacco sales shall not be issued until the expiration of the period provided for in Neb. RS 28-1429 once a license is revoked and forfeited. (LB1204)
- Ch. 112, Regarding both Cities of the Second Class and Villages: Clarifies the provisions for reissuance of a revoked and forfeited tobacco sales license. (LB1204)

THE NEBRASKA BASIC CODE

REVISION HIGHLIGHTS

November 2025

The Nebraska Basic Code (“NBC”) is updated annually with state law changes. The NBC is also revised as needed to better meet municipalities’ local needs, by implementing suggestions directly from municipalities and recommendations from the League of Nebraska Municipalities. Below are all of this year’s changes affecting the NBC.

TITLE III: ADMINISTRATION

- Ch. 30, Regarding Villages: Provides that a village Board of Trustees may consist of three or five members (LB 289)
- Ch.s 32 and 34, Regarding both Cities of the Second Class and Villages: Clarifies and revises the timing of a special election under the Election Act, changes provisions relating to voter registration, primary, general, and special elections, petitions, political parties, write-in candidates, ballots, vote counting devices, counting watchers and observers, judges of election and clerks of election, candidate filing forms, and eliminates provisions relating to voter registration and political party delegates (LB 521)
- Ch. 33, Regarding both Cities of the Second Class and Villages: Clarifies that posting of advance publicized notice of meetings shall be given on a statewide website, if such website is available, clarifies the keeping of written records of publication requests and provides for other appropriate methods of publication designated by the public body (LB 521)
- Ch. 35, Regarding both Cities of the Second Class and Villages: Removes community colleges from consideration in property tax requests (LB 650)

TITLE VII: TRAFFIC CODE

- Ch. 71, Regarding both Cities of the Second Class and Villages: Adds that maximum speed limits may also be reduced by the Department of Transportation or by the public body pursuant to Neb. RS 60-6,191 and revises penalties for traffic infractions (LB 530)

TITLE IX: GENERAL REGULATIONS

- Ch. 90, Regarding Cities of the Second Class: Adding military or veteran status as prohibited class of discrimination for library services (LB150)

- Ch. 92, , Regarding both Cities of the Second Class: Revising Department of Natural Resources to read, Department of Water, Energy, and Environment (LB317)
- Ch. 93, Regarding both Cities of the Second Class and Villages: Defines the term, Animal Control Officer, and updates animal control provisions in that regard (LB 133)

TITLE XI: BUSINESS REGULATIONS

- Ch. 110, Regarding both Cities of the Second Class and Villages: Removes the provision imposing both the occupation tax in the manner provided in Neb. RS 18-1208 and the exception thereto under Neb. RS 86-704 (LB 647)
- Ch. 111, Regarding both Cities of the Second Class and Villages: Provides for alternate publication in a legal newspaper of statewide circulation of notice of the time and place of a hearing regarding a license to sell or dispense alcoholic liquor or a bottle club license (LB478)