

**Official
City Council Minutes
City of Wood River, Nebraska
Regular Meeting
November 8, 2022**

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Wood River, Nebraska was conducted in the Council Chambers of City Hall, 108 W. 10th St, on November 8, 2022. Notice of the time and place of the meeting was given in advance thereof by publicized notice on November 2, 2022 in the Clipper and the Grand Island Independent. An agenda for the meeting, was kept continuously current, and was made available for public inspection on the City's website (woodriverne.com).

Mayor Greg Cramer called the meeting to order at 7:00 p.m.

Council Present: Nielsen, Rotter, Garcia, Rennau, and Thompson. Moore absent.

City Officials Present: Ashley Manning, City Clerk; Brent Gascho, Utilities Director; Christina Wemhoff, Treasurer; Drew Graham, City Attorney.

Public Present: Veronica Kaufman, Elizabeth Troyer-Miller, Jocelyn Rauert, Cassie Lechtenberg.

The **Mayor** led the Council Members and audience in the Pledge of Allegiance.

Mayor Cramer advised the public body of the Open Meetings Act that is posted in the meeting room and entry hall.

Public Comment(s): Elizabeth Troyer-Miller was present to offer an update from the Vision 20/20 Communication Committee. The City website needs updated, they'd like to see that update include app and text capability. The committee talked about bringing the website management in house, perhaps Veronica. Will come to a future meeting for further discussion.

Items on the consent agenda for approval were:

October 18, 2022, Regular Meeting Minutes.

Disbursements reviewed this meeting by: **NIELSEN & ROTTER**

Disbursements totaling: **\$111,113.65**

Checks not on list: **\$71,845.46**

Sunlife Financial: **\$169.52**

Blue Cross BlueShield: **\$3,968.82**

Lincoln Financial Group: **\$316.07**

Redwing Software **\$15.00**

Ameritas **\$49.00**

Zero Fee **\$29.99**

SDL Request(s)

Wedding Reception 3/18/23 3:00pm – 1:00am

Richard Kohmetscher
161 N Calvert
Lawrence, NE

Babels Barn
510 W Old Military Rd
Wood River, NE

Nielsen made the motion to approve items on the consent agenda. Motion seconded by **Thompson**. Motion carried. 5/0. Moore absent.

Veronica Kaufman was present to discuss appointing a new library board member to fill the vacancy. The library received 3 letters of interest and the library board approved Tracy Jakubowski. **Nielsen** motioned to approve appointing Tracy Jakubowski to the library board. Motion seconded by **Rennau**. Motion carried 5/0. Moore absent.

Cassie Lechtenberg and Jocelyn Rauert handed out information packets to Council and discussed various plans for the 2023 pool season including employees and wages. They expressed their concerns with the current pay rates paid by the City. Other pools in the area are increasing their base wages for 2023, they feel Wood River needs to do the same to stay competitive. **Rotter** motioned to approve the following pool base wages along with a \$0.25 increase each year for returning employees (in the same role) : Concessions \$10.00; Lifeguards \$12.50; Assistant Managers \$15.00; Managers \$18.50. Motion seconded by **Nielsen**. Motion carried 5/0. Moore absent. Cassie and Jocelyn offered their projections for staff needs this summer. They'd like to have 6 assistant managers, 35-40 lifeguards, and 25 concessions workers. They feel this amount of employees would lower overtime hours and keep the pool open with no staff coverage issues. They plan to start advertising for employees the first week of January.

Cassie and Jocelyn then discussed their desire to offer season passes before Christmas. There has been interest in the past for people to purchase season passes and gift them. They plan to offer the passes at the current rates for a short period around the holidays Nov. 28 – Dec. 16. 2023 rates will be discussed at a future meeting.

Cassie and Jocelyn inquired about how the private swim lessons have been handled. Currently the City takes a small percentage of the lesson price and pays the lifeguards the remainder of the fee. Drev Graham advised the City against this stating his concerns about liability. He advised that the lifeguards acquire their own insurance and rent use of the pool to be an individual contractor. They could then take the fees directly from the patrons for private swim lessons. Or the City would need the lifeguards to clock in and be paid their normal hourly wages and nothing more. They will look into insurance options and costs and bring more information to a future meeting. Jocelyn plans to the course to receive her water safety certification through the Red Cross. This certificate is needed for the pool to be able to offer the Red Cross group lessons.

Brent Gascho put together the spec sheets for the needed generators: replacement generator at the Sewer Plant as the current one isn't enough to power both wheels and a generator to be placed at the 13th Street Well. **Nielsen** motioned to approve advertising for bids for 2 generators, sealed bids being due by December 2nd and to be reviewed at the December 6th meeting. Motion seconded by **Rotter**. Motion carried 5/0. Moore absent.

Brent Gascho offered an update on the water tower painting project. They are almost done, need to hang the cathodic protection back up. There may be a cost to get that back up to par as there is some corrosion.

Brent Gascho asked for Council to appoint a hiring committee to interview applicants for the open Utility Worker position. There have been 3 applications received so far. Nielsen, Thompson, Rennau, Cramer, and Gascho will serve as the hiring committee. Plan to do interviews on Nov 15.

Mayor Cramer offered an update on the pool painting project. All repair, filling, and painting has been completed. There may be a few touch ups to be done this spring. Also stained the posts for the ropes.

Garcia motioned to approve payment to Island Landhandlers (Invoice 10415) in the amount of \$44,318.00 for work completed on the ball fields. Thompson asked Brent to check out a hole by the North field dugout, probably a sprinkler head needs replaced. Motion seconded by **Rennau**. Motion carried 5/0. Moore absent.

Nielsen motioned to approve payment to Diamond Engineering (Invoices 4945, 4944, 4943, 4932) for a total amount of \$62,808.25 for street repair work completed. Motion seconded by **Garcia**. Motion carried 5/0. Moore absent.

Rotter motioned to approve payment to SCEDD (Invoice 1461) in the amount of \$1,150.00 for project 19-EM-003. Motion seconded by **Thompson**. Motion carried 5/0. Moore absent.

Rennau motioned to approve draw request #14 in the amount of \$1,150.00 for project 19-EM-003. Motion seconded by **Thompson**. Motion carried 5/0. Moore absent.

Brent Gascho presented Zane Strode's annual review. **Rotter** motioned to approve the annual review for Zane Strode, scoring a 3.7 moving him to step 3 on the payscale for a new hourly wage of \$19.92. Motion seconded by **Nielsen**. Motion carried 5/0. Moore absent.

Mayor Cramer presented Ashley Manning's annual review. **Rotter** motioned to approve the annual review for Ashley Manning, scoring a 4.1 moving her to step 4 on the payscale for a new hourly wage of \$21.16. Motion seconded by **Nielsen**. Motion carried 5/0. Moore absent.

Department Remarks:

Gascho: Sludge hauling is going on now that the State sent back approval. Working fast to get it done before the weather turns. Will not be present at the November 22nd meeting.

Council Remarks:

Thompson: Asked about ATV/UTV permit registrations. There are currently 3 that have registered with the City. Would like some information put out publicly to make residents aware that registration is required before driving their ATV/UTV/Golf carts on the streets.

Mayor's Remarks:

None.

As there was no further business to come before this session of the Council, Council member **Nielsen** made the motion to adjourn at 8:41 p.m. Motion seconded by **Thompson**.

You can find agenda request forms and minutes from previous meetings on the city's website at www.woodriverne.com/agendaform.htm. You can preview all ordinances and resolutions at the city office during regular business hours.

Greg Cramer, Mayor

Ashley Manning, City Clerk

CLAIMS

11/22/2022

ABBREVIATIONS USED: RP=REPAIRS, SU=SUPPLIES,
 SE=SERVICES, IT=INS/TAXES/RETRM, RE=REIMBURSEMENTS
 UE=UTIL. EXPENSES, DM=DUES/MEMBERSHIPS/FEES, SP=SALARIES
 PAID, ER=ELECTRICAL REBATE, MI=MISCELLANEOUS, OE=OPERATING
 EXPENSES, CD=CD'S PURCHASED

General Fund

SVEHLA LAW	SE	25.00
MIDWEST AUTOMATIC	SE	475.00
LINCOLN JOURNAL	SE	35.42
COMPUTER FORMS	SU	182.72

Street Fund

CHAD SHUDA	RE	30.00
NMC	RP	49.25
LOGAN CONTRACTOR	MI	2378.00

Sewer Fund

PLATTE VALLEY LAB	SE	127.50
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Library Fund

GRAND ISLAND CLINIC	SE	35.00
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Park Fund

GIDEON SOD FARM	SU	4525.00
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Electric Fund

WESCO	SU	975.00
BRENT GASCHO	RE	30.00
ISS	SE	884.00
CAPITAL BUSINESS	SU	1398.33

Water Fund

ZANE STRODE	RE	30.00
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Police Fund

JP COOKE	SU	69.00
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Senior Center Fund

STICK CREEK KIDS	SU	824.00
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Pool Fund

GREG CRAMER	SU	2150.08
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Ambulance Fund

OMNI	SE	222.31
ZOLL	SU	127.17
BOUND TREE	SU	135.00

Variety Fund

CHARTER	UE	152.60
CPI	SU	829.61
GREAT PLAINS COMM	SE	344.11
MENARDS	SU	31.01
NT&T	UE	957.72
PRESTO-X	SE	333.35
USBANK	MI	2350.64
WILLIS	MI	95.33

TOTAL DISB.	\$	19,802.15
CHECKS NOT ON LIST	\$	108,276.25
	\$	128,078.40

REVIEWED BY:

COUNCILPERSON

Checks not on list

36665 ISLAND LANDHANDLERS	44318.00
36666 DIAMOND ENG	62808.25
36667 SCEDD	1150.00

MAGUIRE IRON, INC.
 1610 N MINNESOTA AVE
 SIOUX FALLS SD 57101

WOOD RIVER, NE - CITY OF
 1002 Main St
 PO Box 8
 Wood River NE 68883
 USA

Statement
 Remittance Advice
 PLEASE RETURN THIS PORTION
 WITH YOUR PAYMENT

Account
 C003572

Account Name
 WOOD RIVER, NE - CITY OF

Statement Date
 11/11/2022

Statement Date
 11/11/2022

Account
 C003572

Fax:

If Paying By Invoice-Check Individual Invoices Paid

Site: MAGUIREI

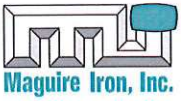
Date	Code	References	Amount	Balance	References	Code	Amount	X
11/30/2022	Invoice	2593	101,400.00	101,400.00	2593	Invoice	101,400.00	
12/11/2022	Invoice	2709	-1,000.00	100,400.00	2709	Invoice	-1,000.00	

100,400.00

← Please Pay

Total →

100,400.00



PO Box 1446
Sioux Falls, SD 57101

Invoice Number: MAGUIREI 2709

Page: 1

Date: 11/11/2022

Project Invoice

Tax ID: 1

Tax ID:

Currency: USD US Dollar

C003572

B WOOD RIVER, NE - CITY OF
I 1002 Main St
L PO Box 8
L Wood River NE 68883
USA
T
O

S WOOD RIVER, NE - CITY OF (Sphere-300)
H Water Tower Job Site
I 502 East St
P WOOD RIVER NE 68883
USA
T
O

Proj Contract: DQ002659-1

Order	Purchase Order	Packages	Prepaid	Weight	Ship Via	Terms
CS00000304						NET 30
Line/Rel	Qty Ordered	Qty Shipped	Qty Back Ordered	Unit Price	Extended Price	

1 Milestone: RET0M11
Description: Surcharge Credit

Net: -990.00

Project Invoice Summary:

Milestones On Current Invoice:	-990.00
Milestones Previously Invoiced:	100,411.00
Project To Date M/S Invoiced:	99,421.00
Less Retention:	0.00
Total Eligible To Invoice:	99,421.00
Less Previously Invoiced:	100,411.00
Less Advance Payment:	0.00
Net Invoice Amount:	-990.00

Advance Payment Summary:

Advance Payment Amount:	0.00
Less Accumulated Deduction:	0.00
Remaining Advance Payment:	0.00

Sales Amount	-990.00
Freight	0.00
Surcharge	0.00
Misc Charges	-10.00
MAGUIRE IRON, INC.	0.00
Sales Tax	0.00
Prepaid Amount	0.00
Total	-1,000.00

GSC Unlimited Inc.
DBA: The Woman's Touch Painting
P.O. Box 428
Wood River, Ne. 68883

Date	Invoice #
11/15/2022	3571

Bill To
City Of Wood River P. O. Box 8 108 West 10th St. Wood River, Ne. 68883

Phone 308-583-2092 Fax 308-583-2097

Our Job #	P. O. No.	Terms	Due Date
76G-22		Net 30	12/15/2022

Description	Qty	Rate	Amount
Customer: City of Wood River Aquatic Center		0.00	0.00
Description: Painting of Pool and Splash		0.00	0.00
Pad.			
As per bid: Labor Only		44,355.00	44,355.00

<i>Thank you for your business.</i> Greg Cramer - Shannilee Barnhart-Cramer	Subtotal	\$44,355.00
Payments, Credits or Charges Received after your billing date this month will appear on your next statement. Your Finance Charge is computed by a single periodic rate of 1.33%, which is an annual percentage rate of 15.96% applied to your previous balance deducting current payments and/ or credits appearing on the face of this statement.	Sales Tax (7.5%)	\$0.00
	Total	\$44,355.00
	Payments/Credits	\$0.00
	Balance Due	\$44,355.00

Estimate

City of Wood River
PO Box 8
Wood River, NE 68883

Service Location
Community Center
108 W 10th St
Wood River, NE 68883-9179



NEBRASKA GENERATOR SERVICE LLC

(402)800-0748

www.nebraskageneratorservice.com
accounting@nebraskageneratorservice.com

Estimate No. 3620 Issued on Tue Oct 18, 2022

Qty	Name	Description	Rate	Amount	Tax
6.5	G-2022 Labor	Cooling System Maintenance on Community Center Generator. CSM will consist of replacing Coolant and ALL Coolant hoses, Thermostat and thermostat gasket, air filter, belts and batteries due to age and condition. GEN MODEL #: DSGAC GEN SERIAL #:A140621629 ENGINE:QSB7	\$145.00	\$942.50	NON
28	G-Mileage	Travel to and from site	\$2.15	\$60.20	NON
8	G-Coolant	Coolant	\$21.50	\$172.00	TAX
2	G-Battery	G-Battery G24 G24	\$206.55	\$413.10	TAX
1	Generator Parts	Upper Hose-503-2861 Lower Hose-503-2912 Thermostat/thermostat Gasket-5292708 Belt -3289930 Air Filter- AF25962 5/8" Heater Hose	\$630.70	\$630.70	TAX
1	Misc Service Supplies	Misc Service Supplies 2	\$75.00	\$75.00	TAX

NOTE:Estimate to perform cooling system maintenance on generator and replace dc batteries while onsite.

Subtotal	\$2,293.50
Tax	\$90.36
Total	\$2,383.86

Signature:
Signature Date:

THANK YOU

for considering Nebraska Generator Service

PO Box 922, 507 Front St
Gibbon, NE 68840

Created with [mHelpDesk](#)

If these items meet your approval, automatically [approve this estimate now!](#)

TERMS & CONDITIONS

- We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. All credit card transactions will be charged a 3% usage fee. A late payment of \$25 will be added to invoice for every 30 days past due.
- This quote is valid for a period of 30 days.
- Payment Terms – due upon receipt.
- This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
- Any damages, equipment failures or pre - existing conditions of the customers equipment during troubleshooting, repair, service or load bank testing is a form of failure of the equipment and responsible by the customer.
- Only those items outlined above will be included in this quotation. Any other items or materials added, regardless of specification, are subject to a price review by Nebraska Generator Service LLC.
- Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
- All extended piping, wiring, or other than listed above is performed by "others".
- Seller is not quoting, offloading, personnel instructions, or unit installation.
- Quoted prices include normal testing, packaging, and instructional literature.
- It is the distributor/purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.
- Physical Anchoring, any associated electrical and/or mechanical labor is the responsibility of others.
- Installation cost, permitting, NDEQ permits, UL2085 Fuel Tanks (if required), conduit, or wiring are NOT included.
- NETA and Infrared testing not included.
- Only those items outlined above will be included in this quotation. Any other items or materials added, regardless of specification, are subject to a price review by Nebraska Generator Service LLC.
- Immediately after approval, all equipment is non - cancelable, non - returnable, non - refundable.

Estimate

City of Wood River
PO Box 8
Wood River, NE 68883



NEBRASKA GENERATOR SERVICE LLC

(402)800-0748

Service Location
Lift Station
1412 Walnut St
Wood River, NE 68883-9124

www.nebraskageneratorservice.com
accounting@nebraskageneratorservice.com

Estimate No. 5048 Issued on Mon Oct 31, 2022

Qty	Name	Description	Rate	Amount	Tax
1	G-2022 Labor	Labor to replace battery at lift station generator due to age. Once charging system has been shut down the battery will be replaced and monitored after installation.	\$145.00	\$145.00	NON
1	G-Battery G31	G-Battery G31	\$229.50	\$229.50	TAX

NOTE: Estimate to replace battery due to age and condition.	Subtotal	\$374.50
	Tax	\$16.07
	Total	\$390.57

Signature:
Signature Date:

THANK YOU for considering Nebraska Generator Service

PO Box 922, 507 Front St
Gibbon, NE 68840
www.nebraskageneratorservice.com

If these items meet your approval, automatically [approve this estimate now!](#)

TERMS & CONDITIONS

- We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. All credit card transactions will be charged a 3% usage fee. A late payment of \$25 will be added to invoice for every 30 days past due.
- This quote is valid for a period of 30 days.
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- Immediately after approval, all equipment is non - cancelable, non - returnable, non - refundable.

SOUTH CENTRAL ECONOMIC DEVELOPMENT DISTRICT, INC.
PROFESSIONAL SERVICES AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
CDBG #22-PW-009
GRANT ADMINISTRATION

THIS AGREEMENT made and entered into by and between the City of Wood River, Nebraska (hereinafter referred to as the City) and South Central Economic Development District, Inc., PO Box 79, 401 East Avenue 2nd Floor, Holdrege, NE 68949 (hereinafter referred to as SCEDD).

WITNESSES THAT:

WHEREAS, the City and SCEDD are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City, as part of its 2022 CDBG grant agreement with the Department, under contract number 22-PW-009, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize SCEDD as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. SCEDD shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment #1**).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be October 19, 2022, in order to align with the scope of services as outlined in Attachment 1. The termination date of the contract shall be April 18, 2025 or a later date as determined by necessary grant contract extensions.

3. Consideration

The City shall reimburse SCEDD in accordance with the Payment Schedule described in **Attachment #2** for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the City exceed the sum of **\$25,000.00** (Twenty-five thousand dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Records

SCEDD agrees to maintain such records and follow such procedures as may be required under 24 CFR 85.42(b)(c) and any such procedures that the City or the Department may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by SCEDD for a period of ten years after the final audit of the City's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of SCEDD involving transactions to this local program and contract.

5. Relationship

The relationship of SCEDD to the City shall be that of an independent Consultant rendering professional services. SCEDD shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and SCEDD.

6. Suspension, Termination and Close Out

If SCEDD fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

a. Suspension:

If SCEDD fails to comply with the terms and conditions of this contract, or whenever SCEDD is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to SCEDD or its authorized representative. The suspension will remain in full force and effect until SCEDD has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by SCEDD or its authorized representatives during the period of suspension will be allowable under the contract except:

- (1) Reasonable, proper and otherwise allowable costs which SCEDD could not avoid during the period of suspension.
- (2) If upon investigation, SCEDD is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
- (3) In the event all or any portion of the work prepared or partially prepared by SCEDD be suspended, abandoned, or otherwise terminated the City shall pay SCEDD for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

b. Termination for Cause: The City may terminate its contract with SCEDD if SCEDD fails to comply with the terms and conditions of this contract and any of the following conditions exist.

- (1) The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- (2) SCEDD has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
- (3) SCEDD has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify SCEDD of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of SCEDD. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds: This contract may also be terminated in whole or in part:

(1) By the City, with the consent of SCEDD, or by SCEDD with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.

(2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

(3) In the event the City fails to pay SCEDD promptly or within 60 days after invoices are rendered, the City agrees that SCEDD shall have the right to consider said default a breach of this agreement and the duties of SCEDD under this agreement terminated. In such an event, the City shall then promptly pay SCEDD for all services performed and all allowable expenses incurred.

(4) The City may terminate this contract at any time giving at least 10 days notice in writing to SCEDD. If the contract is terminated for convenience of the City as provided herein, SCEDD will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and SCEDD shall be incorporated in written amendments to this contract.

8. Personnel

SCEDD represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by SCEDD or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

SCEDD shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by SCEDD from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

SCEDD, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by SCEDD under this contract are confidential and SCEDD agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of SCEDD.

13. Compliance with Local Laws

SCEDD shall comply with all applicable laws, ordinances and codes of the state and local governments and SCEDD shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. SCEDD will send to each labor organization or representative or workers with which it has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. SCEDD will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. SCEDD will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractor, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended.

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractor, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractor, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

20. Conflict of Interest (24 CFR85.36(b)(3))

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

21. Audits and Inspections

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

22. Hold Harmless

SCEDD agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of SCEDD's and its agents' negligent performance of work associated with this agreement. SCEDD shall not be liable for property and bodily injury as may result from the negligence of any construction Consultant or construction subcontractor.

23. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

24. Compliance with E-Verify (operated by Dept. of Homeland Security-DHS):

a. Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

b. If Consultant is an individual or sole proprietorship, the following also applies:

i. Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us and submit the same

- with this Agreement upon submission of its bid for the same.
- ii. If Consultant indicates on such attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program and submit the same with this Agreement upon submission of its bid for the same.

Consultant understands and agrees that lawful presence in the United States is required to execute this Agreement and Consultant may be disqualified or the Agreement terminated by City without liability to Consultant if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108. In the event of such termination, Consultant covenants not to sue City for any claim of any nature.

This agreement contains all terms and conditions agreed to by the City and SCEDD. The attachments to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK for the City of Wood River for CDBG Public Works Project (CDBG #22-PW-009), consisting of one (1) page.

ATTACHMENT #2

PAYMENT SCHEDULE for the City of Wood River for CDBG Public Works Project (CDBG #22-PW-009), consisting of one (1) page.

WITNESS WHEREOF, the City and SCEDD have executed this contract agreement as of the date and year last written below.

City of Wood River, Nebraska

South Central Economic Development District, Inc.

By: _____

Title: Mayor

By: _____

Title: Executive Director

Date: _____

Date: _____

APPROVED as to legal form:

City Attorney

By: _____ Date: _____

OR

Right Waived: _____, Mayor

**ATTACHMENT #1
SCOPE OF WORK**

SCEDD WILL AS FOLLOWS:

1. Complete and submit the necessary special conditions of the DED contract to assist in obtaining Release of Funds to the City including the Environmental Review in compliance with the National Environmental Policy Act of 1969 (NEPA) portion.
2. Assist the City in designing the grant's accounting and master filing systems in accordance with state and federal regulations.
3. Provide for the accounting of funds, preparation of financial forms, and performance of other functions in the management of program financing as mandated by Nebraska Department of Economic Development to ensure consistency with program requirements.
4. Submit the mandated semi-annual progress reports, and if necessary, program amendment and program extension documentation to the Nebraska Department of Economic Development.
5. Satisfactory completion and submission of all closeout compliance documentation including final financial report, final project status report, wage compliance reports, and monitoring clearance report and assist the City with submission of notification of annual audits.

**ATTACHMENT #2
PAYMENT SCHEDULE**

The City shall reimburse SCEDD on a quarterly basis for services rendered, based upon services completed during that quarter. In no event shall the total amount reimbursed by the City exceed the sum identified in Section 3 of this Agreement. Reimbursement under this agreement shall be based on billings submitted to the City, supported by appropriate documentation of actual costs incurred.

It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.



Invoice

Date	Invoice #
11.22.22	Wood River OOR - A39

Bill To:

City of Wood River
C/O Ashley Manning, Clerk
P.O. Box 8
Wood River, NE 68883-0008

Randy and Leigh Alexander

53506 - 862 Rd
Plainview, NE 68769-2118
Phone / Fax: (402) 582-3580
E-mail: info@cdsne.com

Description	Amount
<p>City of Wood River Disaster Rehab NAHTF Funds Grant (#19-TFDR-34089) Project-Related Costs 10.19.2022 through 11.22.2022</p> <p>*Services Include:</p> <ul style="list-style-type: none"> • Fielding Homeowner & Contractor Questions • Reviewing Bids • Verification of Contractor Registrations • Issuing & Monitoring Contractor Contracts • Review and Approval of Receipts • Processing Contractor Claims • Closing Loan Documents • Preparing Monthly Reports • Interim & Final Inspections • Travel and Supplies <p>Distributed as follows: WR-HR-11—\$603.40 WR-HR-16—\$1,634.80</p>	<p>\$2,238.20</p>

Submitted by Leigh Alexander

TOTAL \$2,238.20

Leigh Alexander



Invoice

Date	Invoice #
11.22.2022	Wood River— Lead 13

Bill To:

City of Wood River
 C/O Ashley Manning, Clerk
 P.O. Box 8
 Wood River, NE 68883-0008

Randy and Leigh Alexander

53506 - 862 Rd
 Plainview, NE 68769-2118
 Phone / Fax: (402) 582-3580
 E-mail: info@cdsne.com

Description	Amount
<p>City of Wood River Disaster Rehab NAHTF Funds Grant (#19-TFDR-34089) Lead-Based Paint Specialized Services for Project 7.20.2022 through 11.22.2022:</p> <ul style="list-style-type: none"> Lead-Based Paint Clearance Testing for 1 home at \$500 (App # WR-HR-16) performed 11.10.2022 <p>Lead-Based Paint Specialized Services Provided By:</p> <p>Randy Alexander Lead Abatement Risk Assessor Nebraska Certification #60</p>	<p>\$500.00</p>

Submitted by Leigh Alexander

TOTAL \$500.00

Leigh Alexander

Claim Approval Form - 2019 NAHTF OOR Program

File Record

City of Wood River Disaster OOR Program

Date: November 22, 2022

RA/ew

Randy Alexander, Housing Rehabilitation Specialist

(Initials) (Verification all work has been done, inspected and approved)

Comments:

Homeowner(s): (WR-HR-16)

Address: 209 W 10th St., Wood River, NE 68883

The contractors who provided labor and / or materials are listed below. The last two columns reflect the amount due and to whom check(s) is to be made payable.

Contractor / Supplier	Amount Due Payees Contractor / Homeowner(s)	Amount Due Payee Homeowner(s) Only
Eickmeier Construction	\$16,690.00	

Sub-Totals	\$16,690.00	\$0.00
Grand Total	\$16,690.00	

Total Amount Approved for Homeowner(s)	Balance Remaining After These Payments
\$25,000.00	\$1,710.00

Vote to approve work and payment by Wood River City Council

Yeas _____ Nays _____

Council Final Approval: _____

Signature (Mayor or Clerk)

Date: _____

Claim Approval Form - 2019 NAHTF OOR Program

File Record

City of Wood River Disaster OOR Program

Date: November 22, 2022

RA/ew

Randy Alexander, Housing Rehabilitation Specialist

(Initials) (Verification all work has been done, inspected and approved)

Comments:

Homeowner(s): App # WR-HR-11

The contractors who provided labor and / or materials are listed below. The last two columns reflect the amount due and to whom check(s) is to be made payable.

Contractor / Supplier	Amount Due Payees Contractor / Homeowner(s)	Amount Due Payee Homeowner(s) Only
Bates Construction	\$5,034.00	
Sub-Totals	\$5,034.00	\$0.00
Grand Total	\$5,034.00	
Total Amount Approved for Homeowner(s)	Balance Remaining After These Payments	
\$25,000.00	\$375.85	

Vote to approve work and payment by Wood River City Council

Yeas _____ Nays _____

Council Final Approval: _____

Signature (Mayor or Clerk)

Date: _____



**REIMBURSEMENT REQUEST FORM FOR
NEBRASKA AFFORDABLE HOUSING TRUST FUNDS (NAHTF)
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT**

Name of Recipient City of Wood River	Mailing Address PO Box 8	City State Zip Wood River, NE 68883
NAHTF Award Number 19-TFDR-34089	Federal Identification Number 47-6006420	Payment Request Number 24
		DED Program Representative Morgan Pearson

Part I – STATUS OF FUNDS

1. Total of Previous Payment Requests for NAHTF funds.	\$265,363.94	IMPORTANT Round all figures down to penny.
<i>Proceed with this payment request only if Recipient has received notification of previous payment request approval.</i>		

Part II – CASH REQUIREMENTS

Label each column with budget activity name. Click box to "X" if this is a Final Draw. <input type="checkbox"/>	Gen Admin	Housing Mgmt	LBP Svcs	Housing Rehab	SF Rental Rehab	Totals
1. Total Cash Requirements to Date	\$28,800.00	\$34,738.05	\$17,300.00	\$264,274.22	\$0	\$345,112.27
2. Less: Local Match (Other Funds) Applied	\$0	\$0	\$0	\$55,286.13	\$0	\$55,286.13
3. Less: State Trust Funds Disbursed to date Total of this line must agree with Part I, Line 1)	\$28,800.00	\$32,499.85	\$16,800.00	\$187,264.09	\$0	\$265,363.94
4. Total of Current State Trust Funds Requested	\$0	\$2,238.20	\$500.00	\$21,724.00	\$	\$24,462.20

*I certify that this request for State Trust funds has been prepared in accordance with the terms and conditions of the NAHTF contract.
I also certify that all data reported above is correct and that the amount of the request for State Trust Funds is not in excess of current needs.*

Signature of Authorized Official	Typed Name of Authorized Official Greg Cramer, Mayor	Date
Signature of Authorized Official	Typed Name of Authorized Official Ashley Manning, Clerk	Date
Person Preparing Request for NAHTF Form Name: Lori Ferguson	Organization: SCEEDD, Inc.	Email: lorif@sceedd.us
DEPARTMENT OF ECONOMIC DEVELOPMENT USE	AMOUNT APPROVED: \$	INITIALS
		DATE
		Telephone Number: 308.456.4770

INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED

South Central Economic Development District, Inc.

POB 79; 401 East Ave (2nd Floor)

Invoice

Date	Invoice #
11/3/2022	1466

Bill To
City of Wood River PO Box 8 Wood River, NE 68883-0008

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	<p>CDBG Construction Management for the City of Wood River 19-DTR-108-C Construction Management Administration work from 7/1/2022 through 10/31/2022</p> <ul style="list-style-type: none"> - Job site interviews (facade projects) - Payroll report reviews - Communication with business owners - Review of claims submitted by owners <p>Work completed in accordance with scope of services in agreement between City & SCEDD Final Billing on Construction Management</p>	3,475.00	3,475.00
		Total	\$3,475.00



**Request for Funds (Drawdown/Payment Request)
Community Development Block Grant Program
Nebraska Department of Economic Development**

Name of Subrecipient (Local Unit of Government) City of Wood River		Mailing Address 108 W. 10th, PO Box 8		City Wood River	State NE	ZIP 68883
CDBG Agreement Number 19-DTR-108	Federal Identification Number 47-6006420	DUNS Number	UEI Number FE2HDMXQMKD1	SAM Expiration Date 06/14/2023	Number sequence order of funds 19	Final Drawdown no
				DED Program Representative Steve Charleston		

Part I – STATUS OF FUNDS

1. CDBG Funds Received to Date	\$425,210.88
2. Add: Program Income Received to Date (exclude RLF)	\$0.00
3. Subtotal	\$425,210.88
4. Less: Federal Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)	\$425,210.88
5. Total: Federal Funds On Hand (Must Agree To Part II, Line 6)	

Part II – CASH REQUIREMENTS (Identify all activities listed in the CDBG Agreement, even if funds are not being requested.)

Activity/Budget Category	0070	090	0590	0380	0181	TOTAL
1. Total Cash Requirements To Date	\$227,544.29	\$439,546.55	\$53,079.38	\$10,000.00	\$31,500.00	\$761,670.22
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)	\$106,839.05	\$210,251.79	\$15,893.50	\$0.00	\$0.00	\$332,984.34
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	\$120,705.24	\$229,294.76	\$37,185.88	\$6,525.00	\$31,500.00	\$425,210.88
4. Total Current Cash Requirements	(\$ 0.00)			\$3,475.00		\$3,475.00
5. Less: Unpaid Previous Request.						
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)						
7. Net Amount of Federal Funds Requested						\$3,475.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award, I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3807-3812). I also certify that the amount of the request for federal funds is not in excess of current needs.

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official Greg Cramer, Mayor	Date
Signature of Authorized Official (Clerk/Treasurer)	Typed Name of Authorized Official Ashley Manning, Clerk	Date
Person Preparing Request for CDBG Funds Form Name: Lori Ferguson	Organization: SCEDD, Inc.	Telephone Number: 308.455.4772
	Email: lorif@scedd.us	

***PLEASE REFER TO INSTRUCTIONS FOR ADDITIONAL GUIDANCE. INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED**
**To update calculations, either tab two (2) fields or click on a different field with your mouse.