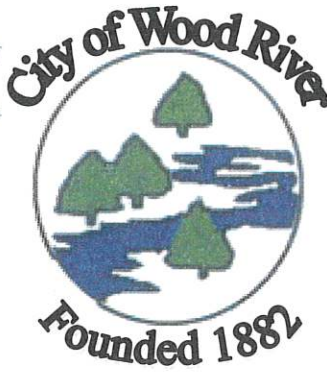




108 W. 10th Street  
PO Box 8  
Wood River, NE 68883



Phone: 308-583-2066  
Fax: 308-583-2316  
clerkcwr@woodriverne.com

REGULAR CITY COUNCIL MEETING  
AGENDA

2023 August 8

TIME: 7:00 PM

BILL READERS: RODRIGUEZ & KLINGSPORN  
PUBLIC NOTICE: (FOLLOWING PAGES)

**I. CALL TO ORDER:**

**II. ROLL CALL:**

**III. RECITE THE PLEDGE OF ALLEGIANCE:**

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.

**IV. CITY COUNCIL OF WOOD RIVER DECLARATION OF OPEN MEETINGS ACT:**

The City of Wood River abides by the open meetings act in conducting business. A copy of the open meetings act is displayed around the board room and in the hall as required by state law. The City Council may vote to go into closed session on any agenda item as allowed by state law.

**V. CITIZENS WITH BUSINESS NOT SCHEDULED ON THE AGENDA.**

(Comments may have a limitation of 15 minutes per topic. The purpose of the public comment is for the presentation of an item to the City Council that is not on the agenda) **(As required by State Law, no matter may be considered under this item unless Council determines that the matter requires emergency action.)**

**VI. CONSENT AGENDA:**

(All items listed under consent agenda, are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a council member or citizen requests it, in which case the item will be removed and will be considered after completion of the consent agenda.)

VI. Regular Meeting Minutes: July 25, 2023

Pages 1-3

VI. Disbursements \$146,896.18

Pages 4-5

VI. Checks not on the list \$51,830.54

VI. Automatic payments



1. Sunlife Financial \$166.26
2. Blue Cross Blue Shield \$5447.37
3. Lincoln Financial Group \$495.12
4. Redwing Software \$54.52
5. Ameritas \$59.16
6. Clearfly \$353.82

VI. SDL Request(s)

|                          |   |                        |
|--------------------------|---|------------------------|
|                          | ***09/23/2023 4:00pm - 12:00am / Wedding*** |                        |
| MJR Inc. dba Bandits     |   | Babel's Barn           |
| 1016 N Diers Ave Ste 118 |   | 510 W Old Military Rd. |
| Grand Island, NE         |   | Wood River, NE         |

Page 6

**VII. UNFINISHED OR NEW BUSINESS, COMMUNICATIONS AND ACTION ITEMS**  
 (City Council may vote to go into **CLOSED SESSION** on any agenda item as allowed by State Law.)

1. SHERIFF'S report for the month of July 2023.

Pages 7-9

2. JOCELYN RAUERT discuss pool operations.

3. MAYOR CRAMER discuss/approve compost site/fees.

4. BRENT GASCHO discuss/approve quotes received for new skid steer lease.

Pages 10-15

5. BRENT GASCHO discuss/approve Marty Brown moving to Utility Worker II.

6. ASHLEY MANNING discuss/approve 2023 League of Nebraska Municipalities membership dues.

Page 16

7. MAYOR CRAMER discuss/approve purchasing parcel 400178257 – the old depot.

8. MAYOR CRAMER discuss/approve entering into a purchase agreement and deed of trust with Vision 2020 to purchase the old Good Sam building.

Pages 17-30

9. MAYOR CRAMER discuss/approve lease agreement with Vision 2020.

Pages 31-36

10. MAYOR CRAMER discuss flood improvements update.

11. CHRISTINA WEMHOFF budget discussion.

VIII. COUNCIL REMARKS:

IX. MAYOR'S REMARKS:

X. DEPARTMENTS' REMARKS:

XI. ATTORNEY REMARKS

XII. NEXT REGULAR MEETINGS SCHEDULES ARE AS FOLLOWS:

August 22                    |                    September 5                    |                    September 19



**Official  
City Council Minutes  
City of Wood River, Nebraska  
Regular Meeting  
July 25, 2023**

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. 10<sup>th</sup> St, on July 25, 2023. Notice of the time and place of the meeting was given in advance thereof by publicized notice on July 19, 2023 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:** Rodriguez, Nielsen, Rotter, Klingsporn, and Thompson.

**City Officials Present:** Ashley Manning, City Clerk; Brent Gascho, Utilities Superintendent; Christina Wemhoff, Treasurer (7:20)

**Public Present:** Chad Shuda, Veronica Kaufman, Colby Hayes, Brian Hayes, Mandy Craig, Neil Wolford, Jocelyn Rauert. 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.

Items on the consent agenda for approval were:

**July 11 2023, Regular Meeting Minutes.**

Disbursements reviewed this month by: **Thompson & Rotter**

Disbursements totaling: **\$32,484.49**

Wire(s): **\$34,785.00**

Sales Tax Paid: **\$6,596.87**

Pool Sales Tax Paid: **\$237.99**

Payroll: **\$83,829.17**

Payroll Tax: **\$11,814.33**

Retirement: **\$3,516.88**

**SDL Request(s):**

|   |   |  |
|---|---|--|
|   | ***08/26/2023 2:00pm – 12:00am / Wedding*** |  |
| YZGYZ, LLC The Filling Station<br>217 E Stolley Park Rd<br>Grand Island, NE |   | Babel's Barn<br>510 W Old Military Rd.<br>Wood River, NE |

|  |  |  |
|--|--|--|
|  | ***08/19/2023 2:00pm – 1:00am / Wedding*** |  |
| MNO Hometown Market<br>118 E 9 <sup>th</sup> St.<br>Wood River, NE |  | Babel's Barn<br>510 W Old Military Rd.<br>Wood River, NE |

|  |   |  |
|--|---|--|
|  | ***08/15/2023 2:00pm – 12:00am / Customer Appreciation*** |  |
| MNO Hometown Market<br>118 E 9 <sup>th</sup> St.<br>Wood River, NE |   | Babel's Barn<br>510 W Old Military Rd.<br>Wood River, NE |

|  |   |  |
|--|---|--|
|  | ***09/09/2023 12:00pm – 1:00am / Wedding*** |  |
| County Catering Inc. dba Carl's Tavern<br>116 W 15 <sup>th</sup> Street<br>Ord, NE 68862 |   | Babel's Barn<br>510 W Old Military Rd.<br>Wood River, NE |

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

**Thompson** motioned to introduce Resolution 2023-192 A RESOLUTION TO FILE NOTICE OF SPECIAL ASSESSMENT AND LIEN AGAINST PROPERTIES FOR COST OF CUTTING OVERGROWN VEGETATION with a change to be made to the charges for cutting when done by the City to \$150.00 per hour for the first hour, \$150.00 minimum, and \$70.00 per every quarter hour, or part thereof, after the first hour. Motion seconded by **Rotter**. Motion carried 5/0. Rennau absent.

Brian Hayes, Colby Hayes, and Mandy Craig were present with Mid Nebraska Agency/Jones Insurance Group to provide a summary of the Fire Department's insurance renewals. There is about a 15% overall increase this year, mostly coming from increased property values. There was a change in the property deductible structure. Fire Pak policy to be renewed for \$13,260.00 and Work Comp for \$1,529.00. **Nielsen** motioned to approve renewing the Fire Department's Work Comp and Fire Pak policies as presented. Motion seconded by **Rodriguez**. Motion carried 5/0. Rennau absent.

Jocelyn Rauert presented Council with pool reports that included updated information on pool sales, attendance, events, etc. She thanked Council for their continued support and reported the Crime Stoppers party had a very high turnout-pool was at capacity and had to turn patrons away. She mentioned that she and Cassie are working for a better system for how to handle private swim lessons next yet. Jocelyn has been working closely with the Funfest Committee to get games and such put together for August 6. A few of the City employees came to CPR/AED training on Monday at the pool. She asked Council to consider paying a \$50.00 bonus to pool employees again this year. **Nielsen** motioned to approve the \$50.00 bonus per employee that worked all season and shows up for closing/clean-up duties. Motion seconded by **Rodriguez**. Motion carried 5/0. Rennau absent.

**Nielsen** motioned to approve Mayor Cramer signing a letter of authorization with W Designs for work to be completed on the Dodd sewer manhole replacement project. Motion seconded by **Thompson**. Motion carried 5/0. Rennau absent. Steve and Neil Wolford will begin looking into temporary solutions. There was a discussion about possibly fixing manholes that may become issues in the near future; Christina stated that there was money set aside in the budget to repair/replace three manholes per year.

Neil Wolford went over the two bids received for the Cottonwood Street Storm Drain Inlet project. Bids received were: Midlands Contracting \$78,550.00 and VanKirk Brothers \$95,019.00. This project consists of 6 new curb inlets. There is \$75,000.00 in NEMA funding available. **Rotter** motioned to accept bid from Midlands Contracting in the amount of \$78,550.00 with a start date of 11/1/23 and a completion date of 11/22/23. Motion seconded by **Thompson**. Motion carried 5/0. Rennau absent.

Drew Graham provided Council with an updated Compost Ordinance. Council is to research other towns to see what they do with commercial tree services and will discuss at the next meeting.

Council discussed the proposed Commercial Real Estate Purchase Agreement and Deed of Trust that the City would enter into with Wood River Vision 2020 to purchase the Stick Creek Kids building. Total purchase price, including interest, would be 2.1 million payable at \$60,000.00 per year for 35 years. Council is to review the documents further and discuss at the next meeting.

Council discussed a proposed lease agreement with Vision 2020 for the Stick Creek Kids building. Greg is looking to lease the space back to them for \$1,000.00 per month. Council to review further and discuss at next meeting.

**Rotter** motioned to approve payment to Felsburg Holt Ullevig (Invoice 38024) in the amount of \$51,608.75 for Advance Assistance project work. Motion seconded by **Nielsen**. Motion carried 5/0. Rennau absent.

Christina Wemhoff summarized the Treasurer's Report for the month of June 2023.

**Department Remarks:**

None.

**Council Remarks:**

**Nielsen:** (1) Dodd Street block party – residents asked that Dodd Street be blocked off from 5pm-9pm on August 3<sup>rd</sup> from 13<sup>th</sup> Street to Green Street for their block party. Council agreed. (2) Legacy station has received another two grants totaling \$30,000.00. (3) Asked Brent to handle the Fun Fest barricades.

**Klingsporn:** Asked what could be done with the stray cats; they are flea infested and spreading fleas from yard to yard. Wemhoff mentioned calling the Health Department as the Humane Society does not have room/will not come get them.

**Thompson:** Asked Brent if he had gotten the twice per week mowing stopped since ball season is over and asked which days of the week Rick's had been mowing. Gascho answered that he would confirm that the ball fields are only being mowed once per week and that Mondays/Tuesdays have been the mowing days.

**Mayor 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 8:22 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](http://www.woodriverne.com/agendaform.htm). You can preview all ordinances and resolutions at the city office during regular business hours.

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Greg Cramer, Mayor

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Ashley Manning, City Clerk

CLAIMS

8/8/2023

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

**General Fund**

|                     |    |         |
|---------------------|----|---------|
| CLIPPER             | SE | 167.89  |
| CAPITAL BUS SYSTEMS | SE | 454.86  |
| HALL CO BLDG        | SE | 5453.40 |

**Street Fund**

|             |    |         |
|-------------|----|---------|
| MACQUEEN    | SU | 1352.32 |
| GREG CRAMER | RE | 177.90  |
| SPPD        | UE | 9.74    |

**Sewer Fund**

|                   |    |         |
|-------------------|----|---------|
| PLATTE VALLEY LAB | SE | 135.00  |
| GPM               | SE | 448.00  |
| JOHNSON SERVICE   | RP | 2764.50 |
| ELECTRIC PUMP     | SU | 172.89  |

**Fire Fund**

|                    |    |         |
|--------------------|----|---------|
| PLATTE VALLEY COMM | MI | 4767.60 |
| VERIZON            | UE | 95.61   |

**Park Fund**

|                      |    |         |
|----------------------|----|---------|
| AG SERVICES          | SU | 120.00  |
| RICKS FERTILIZING    | SE | 4383.10 |
| LOUP VALLEY LIGHTING | SU | 748.00  |

**Electric Fund**

|                |    |          |
|----------------|----|----------|
| FAIRBANKS FARM | SU | 7.86     |
| ONECALL        | SE | 38.70    |
| BORDER STATES  | SU | 1688.73  |
| CINTAS         | SU | 164.42   |
| WESCO          | SU | 5150.00  |
| WAPA           | UE | 1876.74  |
| SPPD           | UE | 75382.22 |

**Water Fund**

|                  |    |         |
|------------------|----|---------|
| MUNICIPAL SUPPLY | SU | 4639.02 |
|------------------|----|---------|

**Police Fund**

|                     |    |         |
|---------------------|----|---------|
| HALL CO SHERIFF     | SE | 7719.23 |
| CENTRAL NEBR HUMANE | SE |         |

**Senior Center Fund**

|                 |    |         |
|-----------------|----|---------|
| DENNIS WAGONER  | SE | 520.72  |
| MEDINA ST VAULT | SU | 1008.00 |

**Game & Park Fund**

|                      |    |       |
|----------------------|----|-------|
| NEBRASKA GAME & PARK | RE | 30.00 |
|----------------------|----|-------|

**Pool Fund**

|             |    |         |
|-------------|----|---------|
| LOGAN SHUDA | RE | 40.00   |
| AQUA-CHEM   | SU | 1308.50 |
| DETERDINGS  | SU | 545.58  |
| CASHWA      | SU | 4676.81 |
| PRESTO-X    | SE | 91.53   |

**Ambulance Fund**

REVIEWED BY:

COUNCILPERSON

|                     |    |         |
|---------------------|----|---------|
| ZOLL                | SU | 540.38  |
| <b>Variety Fund</b> |    |         |
| JELINEK ACE HRDWR   | MI | 5.96    |
| MENARDS             | MI | 1907.74 |
| WILLIS              | MI | 169.65  |
| BLACK HILLS ENERG   | UE | 2340.22 |
| CARDMEMBER SERVICES | MI | 8305.51 |
| EAKES               | SU | 167.12  |
| HEARTLAND DISPOSAL  | SE | 675.61  |
| VILLAGE UNIFORM     | SE | 201.12  |
| TRAVELERS           | IT | 5669.00 |
| STRONG WINDOW       | SE | 275.00  |
| GABRIELA RODRIGUEZ  | SE | 270.00  |
| MARIA RODRIGUEZ     | SE | 230.00  |

|                    |    |                   |
|--------------------|----|-------------------|
| TOTAL DISB.        | \$ | 146,896.18        |
| CHECKS NOT ON LIST | \$ | <b>51,830.54</b>  |
|                    | \$ | <b>198,726.72</b> |

**Checks not on list**

|                         |          |
|-------------------------|----------|
| 37371 FHU               | 51608.75 |
| 37372 US POSTAL SERVICE | 221.79   |



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**MJR Inc. / DBA Bandits**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1016 N. Diers Ave. STE 118 Grand Island, NE 68803

Retail Liquor License Address or Non-Profit Business Address

CK-094736

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

09/23/2023

Event Start Time(s):

4:00 p.m.

Event End Time(s):

12:00 a.m.

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: Babel's Barn

Event Street Address/City: 510 W. Old Military Rd. Wood River, NE 68883

Indoor area to be licensed in length & width: 100' x 90'

Outdoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_ (Diagram Form #109 must be attached)

Type of Event: Wedding Reception Estimate # of attendees: 300

Type of alcohol to be served: Beer  Wine  Distilled Spirits

(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Tim McMullen Event Contact Phone Number: 308/379-1094

Event Contact Email: banditsbar01@gmail.com

\*Signature Authorized Representative:  Printed Name Tim McMullen

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date



August 1, 2023

Ashley Manning  
Wood River City Clerk  
P.O. Box 8  
Wood River, Nebraska 68883

Dear Ashley,

The following information is the law enforcement activity conducted by the Hall County Sheriff's Department in Wood River during the month of July, 2023.

| <u>Patrol Time</u> |   | <u>Detail Time</u> |   | <u>C.I.D.</u>   |    |
|--------------------|---|--------------------|---|-----------------|----|
| 161.70 Hours       |   | 8.00 Hours         |   | 0.0 Hours       |    |
| Accident w/ Damage | 2 | Harassment         | 1 | Theft           | 1  |
| Agency Assist      | 1 | Indecent Exposure  | 1 | Traffic Hazard  | 1  |
| Animal / Vicious   | 1 | Information        | 1 | Traffic Offense | 2  |
| Attention Units    | 1 | Motorist Assist    | 3 | Traffic Stop    | 26 |
| Citizen Assist     | 2 | Parking Problem    | 2 | Unsecure Premis | 1  |
| Criminal Mischief  | 1 | Removal Subject    | 1 | Warrant         | 2  |
| Fireworks          | 4 | Suspicious         | 4 | Welfare Check   | 3  |
| Fraud              | 1 | Suspicious Vehicle | 1 |                 |    |

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

*Rick Conrad*

Rick Conrad  
Sheriff of Hall County

RC/jb  
enc.

| Number                            | Time and Date     | Nature          | Address                    | Loctn | Dsp |
|-----------------------------------|-------------------|-----------------|----------------------------|-------|-----|
| Agency: Hall Co. Sheriff's Office |                   |                 |                            |       |     |
| L23072256                         | 11:23:09 07/29/23 | Agency Assist   | 7874 140TH RD S; GREEN PLA | WOOD  | CLO |
| L23071592                         | 11:15:15 07/21/23 | Animal, Vicious | 207 GREEN ST E, Wood River | WOOD  | CLO |
| L23071430                         | 11:20:31 07/19/23 | Attention Units | COTTONWOOD ST & OLD MILITA | WOOD  | CLO |
| L23071151                         | 15:57:59 07/16/23 | Citizen Assist  | US HIGHWAY 30 W & COTTONWO | WOOD  | CLO |
| L23072247                         | 03:21:07 07/29/23 | Citizen Assist  | 108 EIGHTH ST W; CASEYS CO | WOOD  | CLO |
| L23072464                         | 20:53:34 07/31/23 | Crim Mischief   | 1318 LILLEY ST, Wood River | WOOD  | CAA |
| L23070051                         | 22:07:07 07/01/23 | Fireworks       | Wood River, Wood River, NE | WOOD  | CLO |
| L23070104                         | 22:36:21 07/02/23 | Fireworks       | TWELFTH ST W & WEST ST, Wo | WOOD  | CLO |
| L23070112                         | 23:41:07 07/02/23 | Fireworks       | THIRTEENTH ST W & COTTONWO | WOOD  | CLO |
| L23070191                         | 23:38:42 07/03/23 | Fireworks       | 1402 WALNUT ST, Wood River | WOOD  | CLO |
| L23070689                         | 10:15:48 07/10/23 | Fraud           | 1413 MAIN ST; OVERLAND TRA | WOOD  | CLO |
| L23071192                         | 22:30:06 07/16/23 | Harassment      | 511 LILLEY ST, Wood River, | WOOD  | CLO |
| L23071419                         | 11:03:50 07/19/23 | Indecent Exposr | NINTH ST E & MAIN ST, Wood | WOOD  | CLO |
| L23070840                         | 08:48:51 07/12/23 | Information     | 208 THIRTEENTH ST W, Wood  | WOOD  | CLO |
| L23071066                         | 14:22:42 07/15/23 | Motorist Assist | MM 300 US Highway 30, Wood | WOOD  | CLO |
| L23071233                         | 12:13:33 07/17/23 | Motorist Assist | US HIGHWAY 30 W & 130TH RD | WOOD  | CLO |
| L23072389                         | 21:29:17 07/30/23 | Motorist Assist | NEBRASKA HIGHWAY 11 S & CO | WOOD  | CLO |
| L23070835                         | 07:46:13 07/12/23 | Parking Problem | EIGHTH ST W & MARSHALL ST, | WOOD  | CLO |
| L23070856                         | 14:56:49 07/12/23 | Parking Problem | THIRTEENTH ST E & EAST ST, | WOOD  | CLO |
| L23071739                         | 20:05:02 07/22/23 | Pd Accident     | ELEVENTH ST E & EAST ST, W | WOOD  | CLO |
| L23071788                         | 08:58:29 07/23/23 | Pd Accident     | 1108 DODD ST; ST MARYS CAT | WOOD  | CLO |
| L23071210                         | 06:36:42 07/17/23 | Removal Subjec  | 3609 BRONCO RD, Grand Isla | WOOD  | CLO |
| L23070699                         | 11:43:36 07/10/23 | Suspicious      | TENTH ST W & DODD ST, Wood | WOOD  | CLO |
| L23071249                         | 15:33:37 07/17/23 | Suspicious      | 303 THIRTEENTH ST W ; area | WOOD  | CLO |
| L23072348                         | 10:07:12 07/30/23 | Suspicious      | US HIGHWAY 30 W & COTTONWO | WOOD  | CLO |
| L23072400                         | 01:55:46 07/31/23 | Suspicious      | NINTH ST E & MAIN ST, Wood | WOOD  | CLO |
| L23070001                         | 00:09:14 07/01/23 | Suspicious Vehi | 1109 PINE ST; DOLLAR GENER | WOOD  | CLO |
| L23071598                         | 12:17:29 07/21/23 | Theft           | 1002 COTTONWOOD ST, Wood R | WOOD  | CLO |
| L23072250                         | 07:17:32 07/29/23 | Traffic Hazard  | THIRTEENTH ST E & EAST ST, | WOOD  | CLO |
| L23071370                         | 21:25:54 07/18/23 | Traffic Offense | COTTONWOOD ST & OLD MILITA | WOOD  | CLO |
| L23071455                         | 20:28:18 07/19/23 | Traffic Offense | 13801 WOOD RIVER RD W; WOO | WOOD  | CLO |
| L23070078                         | 14:35:53 07/02/23 | Traffic Stop    | 1109 PINE ST; DOLLAR GENER | WOOD  | CLO |
| L23070079                         | 14:47:01 07/02/23 | Traffic Stop    | 611 THIRTEENTH ST E; PACKE | WOOD  | CLO |
| L23070080                         | 15:34:27 07/02/23 | Traffic Stop    | US HIGHWAY 30 W & MARSHALL | WOOD  | CLO |
| L23070262                         | 22:14:48 07/04/23 | Traffic Stop    | US HIGHWAY 30 W & DODD ST, | WOOD  | CLO |
| L23070268                         | 23:03:59 07/04/23 | Traffic Stop    | US HIGHWAY 30 W & DODD ST, | WOOD  | CLO |
| L23070427                         | 19:36:59 07/06/23 | Traffic Stop    | US HIGHWAY 30 W & LILLEY S | WOOD  | CAA |
| L23070793                         | 17:31:25 07/11/23 | Traffic Stop    | US HIGHWAY 30 W & 130TH RD | WOOD  | CLO |
| L23070966                         | 01:07:33 07/14/23 | Traffic Stop    | US HIGHWAY 30 W & PINE ST, | WOOD  | CLO |
| L23071008                         | 16:10:13 07/14/23 | Traffic Stop    | US HIGHWAY 30 W & LILLEY S | WOOD  | CAA |
| L23071046                         | 07:17:31 07/15/23 | Traffic Stop    | US HIGHWAY 30 W & EAST ST, | WOOD  | CAA |
| L23071050                         | 07:44:04 07/15/23 | Traffic Stop    | US HIGHWAY 30 W & ELM ST S | WOOD  | CLO |
| L23071051                         | 08:07:54 07/15/23 | Traffic Stop    | US HIGHWAY 30 W & WALNUT S | WOOD  | CAA |
| L23071092                         | 20:53:27 07/15/23 | Traffic Stop    | US HIGHWAY 30 W & MARSHALL | WOOD  | CAA |
| L23071164                         | 19:35:08 07/16/23 | Traffic Stop    | US HIGHWAY 30 W & MAIN ST, | WOOD  | CAA |
| L23071502                         | 12:19:51 07/20/23 | Traffic Stop    | US HIGHWAY 30 W & MAIN ST, | WOOD  | CAA |
| L23071686                         | 01:21:22 07/22/23 | Traffic Stop    | US HIGHWAY 30 W & MAIN ST, | WOOD  | CLO |
| L23071729                         | 19:30:29 07/22/23 | Traffic Stop    | US HIGHWAY 30 W & WALNUT S | WOOD  | CLO |
| L23071735                         | 19:44:35 07/22/23 | Traffic Stop    | US HIGHWAY 30 W & MAIN ST, | WOOD  | CLO |
| L23071737                         | 19:56:36 07/22/23 | Traffic Stop    | US HIGHWAY 30 W & ELEVENTH | WOOD  | CAA |
| L23071830                         | 23:11:56 07/23/23 | Traffic Stop    | ELEVENTH ST E & EAST ST, W | WOOD  | CLO |
| L23071922                         | 21:45:48 07/24/23 | Traffic Stop    | US HIGHWAY 30 W & MAIN ST, | WOOD  | CLO |
| L23072271                         | 16:36:51 07/29/23 | Traffic Stop    | US HIGHWAY 30 W & PINE ST, | WOOD  | CAA |
| L23072273                         | 17:39:00 07/29/23 | Traffic Stop    | US HIGHWAY 30 W & PINE ST, | WOOD  | CLO |

08/01/23  
10:23

Hall County Sheriff's Office  
Law Incident Summary Report, by Nature

1013  
Page: 2

| Number                           | Time and Date     | Nature          | Address                    | Loctn      | Dsp      |
|----------------------------------|-------------------|-----------------|----------------------------|------------|----------|
| L23072318                        | 23:23:27 07/29/23 | Traffic Stop    | US HIGHWAY 30 W & EAST ST, | WOOD       | CLO      |
| L23072327                        | 01:11:15 07/30/23 | Traffic Stop    | US HIGHWAY 30 W & COTTONWO | WOOD       | CLO      |
| L23072466                        | 22:04:58 07/31/23 | Traffic Stop    | US HIGHWAY 30 W & COTTONWO | WOOD       | CLO      |
| L23071933                        | 01:11:41 07/25/23 | Unsecure Premis | 409 GREEN ST W,            | Wood River | WOOD CLO |
| L23070550                        | 08:55:38 07/08/23 | Warrant         | 211 TENTH ST E,            | Wood River | WOOD CLO |
| L23070625                        | 08:57:01 07/09/23 | Warrant         | 211 TENTH ST E,            | Wood River | WOOD CLO |
| L23071291                        | 00:26:48 07/18/23 | Welfare Check   |                            | WOOD       | CLO      |
| L23071412                        | 10:01:15 07/19/23 | Welfare Check   |                            | WOOD       | CLO      |
| L23072426                        | 13:58:24 07/31/23 | Welfare Check   |                            | WOOD       | CLO      |
| Total Incidents for This Agency: |                   |                 |                            | 63         |          |

-----  
Total Incidents for This Report: 63  
-----

Report Includes:

All dates between `00:00:00 07/01/23` and `23:59:59 07/31/23`  
All agencies matching `HCSO`  
All officers  
All dispositions  
All natures  
All locations matching `WOOD`  
All cities  
All clearance codes  
All observed offenses  
All reported offenses  
All offense codes  
All circumstance codes

-----  
\*\*\* End of Report /tmp/rptb2yg01-rplwisr.r4\_4 \*\*\*





Product Quotation  
 Quotation Number: **RK24618**  
 Quote Sent Date: **Jul 25, 2023**  
 Expiration Date: **Aug 24, 2023**

Prepared By  
**Rick Kraft**  
 Phone: (308) 390-9010  
 Email: rick@cnebobcat.com

Customer  
**CITY OF WOOD RIVER G903335 - WOOD RIVER - NE**  
 1002 MAIN ST  
 WOOD RIVER, NE, 68883-3107

Contact  
**Brent Gascho**  
 Phone: 308-390-0518  
 Email:  
 utilitiescwr@woodriverne.com

Dealer  
**Central Nebraska Bobcat, Grand Island, NE**  
 3809 WESTGATE ROAD  
 GRAND ISLAND, NE, 68803-4927

| Item Name                                 | Item Number | Quantity | Price Each  | Total       |
|---|-------------|----------|-------------|-------------|
| <b>T66 T4 Bobcat Compact Track Loader</b> | M0349       | 1        | \$70,495.00 | \$70,495.00 |

**Standard Equipment:**

74.0 HP Tier 4 V2 Bobcat Engine  
 Auxiliary Hydraulics: Variable Flow  
 Backup Alarm  
 Bob-Tach  
 Bobcat Interlock Control System (BICS)  
 Controls: Bobcat Standard  
 Cylinder Cushioning - Lift, Tilt  
 Engine/Hydraulic Performance De-rate Protection  
 Glow Plugs (Automatically Activated)

Horn  
 Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.  
 Lift Arm Support  
 Lift Path: Vertical  
 Lights, Front and Rear LED  
 Operator Cab  
*Includes: Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt*  
 Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471  
 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)  
 Parking Brake: Spring Applied, Pressure Released (SAPR)  
 Solid Mounted Carriage with 4 Rollers  
 Tracks: Rubber, 12.6" Wide  
 Warranty: 2 years, or 2000 hours whichever occurs first

|  |               |   |             |             |
|--|---------------|---|-------------|-------------|
| Comfort Package  | M0349-P11-C07 | 1 | \$10,242.00 | \$10,242.00 |
| <i>Included: Comfort Package; Enclosed HVAC Cab, Power Bob-Tach, 5" Display, Premium Lights, Heated Cloth Air Ride Seat, Keyless Ignition, 7-Pin Attachment Control, Radio, Two-Speed Travel, Dual Direction Bucket Positioning, Rear Camera</i> |               |   |             |             |
| 12.6" Multi Bar Lug Track  | M0349-R09-C05 | 1 | \$612.00    | \$612.00    |
| 68" Heavy Duty Bucket  | 7272679       | 1 | \$1,712.00  | \$1,712.00  |
| Bolt-On Cutting Edge, 68"  | 6718006       | 1 | \$278.01    | \$278.01    |

**Total for T66 T4 Bobcat Compact Track Loader \$83,339.01**

|                          |             |
|--------------------------|-------------|
| Quote Total - US dollars | \$83,339.01 |
| Dealer P.D.I.            | \$350.00    |
| Freight Charges          | \$1,525.00  |
| Destination Charges      | \$110.00    |
| Dealer Assembly Charges  | \$65.00     |

|                                 |                    |
|---------------------------------|--------------------|
| Discount                        |                    |
| <i>State Contract Discount</i>  | -\$24,815.58       |
| Sales total before Taxes        | \$60,573.43        |
| Taxes                           | \$0.00             |
| <b>Quote Total - US dollars</b> | <b>\$60,573.43</b> |

**Notes:**

One year Lease W/Five Points Bank of \$8500 200hrs limit over usage of \$25 per hour

**Customer Acceptance:**

Quotation Number: **RK24618**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_ Tax Exempt: Y  / N



Product Quotation  
 Quotation Number: **RK24778**  
 Quote Sent Date: **Jul 25, 2023**  
 Expiration Date: **Aug 24, 2023**

Prepared By  
**Rick Kraft**  
 Phone: (308) 390-9010  
 Email: rick@cnebobcat.com

Customer  
**CITY OF WOOD RIVER G2004 - WOOD RIVER - NE**  
 1002 MAIN ST  
 WOOD RIVER, NE, 68883-3107

Contact  
**Brent Gascho**  
 Phone: 308-390-0518  
 Email:  
 utilitiesw@woodriverne.com

Dealer  
**Central Nebraska Bobcat, Grand Island, NE**  
 3809 WESTGATE ROAD  
 GRAND ISLAND, NE, 68803-4927

| Item Name                                 | Item Number | Quantity | Price Each | Total             |
|---|-------------|----------|------------|-------------------|
| 4K Heavy Duty Pallet Fork Frame           | 7294305     | 1        | \$588.00   | \$588.00          |
| 48" 4K Heavy Duty Pallet Fork Teeth       | 6540182     | 1        | \$448.00   | \$448.00          |
| Total for 4K Heavy Duty Pallet Fork Frame |             |          |            | <b>\$1,036.00</b> |
| Quote Total - US dollars                  |             |          |            | \$1,036.00        |
| Destination Charges                       |             |          |            | \$86.00           |
| Sales total before Taxes                  |             |          |            | \$1,122.00        |
| Taxes                                     |             |          |            | \$0.00            |
| <b>Quote Total - US dollars</b>           |             |          |            | <b>\$1,122.00</b> |

**Customer Acceptance:**  
 Quotation Number: **RK24778**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_ Tax Exempt: Y  / N





Product Quotation  
 Quotation Number: **RK24748**  
 Quote Sent Date: **Jul 25, 2023**  
 Expiration Date: **Aug 24, 2023**

Prepared By  
**Rick Kraft**  
 Phone: (308) 390-9010  
 Email: rick@cnebobcat.com

Customer  
**CITY OF WOOD RIVER G903335 - WOOD RIVER - NE**  
 1002 MAIN ST  
 WOOD RIVER, NE, 68883-3107

Contact Dealer  
**Central Nebraska Bobcat, Grand Island, NE**  
 3809 WESTGATE ROAD  
 GRAND ISLAND, NE, 68803-4927

| Item Name                       | Item Number | Quantity | Price Each | Total             |
|---------------------------------|-------------|----------|------------|-------------------|
| 68" Angle Broom                 | 7337703     | 1        | \$7,794.00 | \$7,794.00        |
| Total for 68" Angle Broom       |             |          |            | <b>\$7,794.00</b> |
| Quote Total - US dollars        |             |          |            | \$7,794.00        |
| Dealer P.D.I.                   |             |          |            | \$50.00           |
| Destination Charges             |             |          |            | \$219.00          |
| Discount                        |             |          |            |                   |
| State Contract Discount         |             |          |            | -\$1,870.56       |
| Sales total before Taxes        |             |          |            | \$6,192.44        |
| Taxes                           |             |          |            | \$0.00            |
| <b>Quote Total - US dollars</b> |             |          |            | <b>\$6,192.44</b> |

**Customer Acceptance:**  
 Quotation Number: **RK24748**                      Purchase Order: \_\_\_\_\_

**Authorized Signature:**  
 Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_ Tax Exempt: Y  / N



Product Quotation  
 Quotation Number: **RK24762**  
 Quote Sent Date: **Jul 25, 2023**  
 Expiration Date: **Aug 24, 2023**

Prepared By  
**Rick Kraft**  
 Phone: (308) 390-9010  
 Email: rick@enebobcat.com

Customer  
**CITY OF WOOD RIVER G903335 - WOOD RIVER - NE**  
 1002 MAIN ST  
 WOOD RIVER, NE, 68883-3107

Contact Dealer  
**Central Nebraska Bobcat, Grand Island, NE**  
 3809 WESTGATE ROAD  
 GRAND ISLAND, NE, 68803-4927

| Item Name   | Item Number | Quantity | Price Each | Total              |
|---|-------------|----------|------------|--------------------|
| <b>NB160 Nitrogen Breaker with Nail Point</b>                                   | 7234536     | 1        | \$8,298.00 | \$8,298.00         |
| Loader X-Change Mounting Frame  | 7141800     | 1        | \$1,650.00 | \$1,650.00         |
| Hose Kit - Breakers - Ldr   | 7114764     | 1        | \$342.00   | \$342.00           |
| X-Change Mounting Cap -<br>HB880/HB980/NB150/NB160 and<br>PCF64 plate compactor | 7113657     | 1        | \$796.00   | \$796.00           |
| <b>Total for NB160 Nitrogen Breaker with Nail Point</b>                         |             |          |            | <b>\$11,086.00</b> |
| Quote Total - US dollars  |             |          |            | \$11,086.00        |
| Dealer P.D.I.   |             |          |            | \$50.00            |
| Destination Charges   |             |          |            | \$403.00           |
| Discount  |             |          |            |                    |
| <i>State Contract Discount</i>  |             |          |            | -\$2,660.64        |
| Sales total before Taxes  |             |          |            | \$8,878.36         |
| Taxes   |             |          |            | \$0.00             |
| <b>Quote Total - US dollars</b>   |             |          |            | <b>\$8,878.36</b>  |

|                                  |  |
|----------------------------------|--|
| <b>Customer Acceptance:</b>      |  |
| Quotation Number: <b>RK24762</b> | Purchase Order: _____  |
| <br>                             |  |
| <b>Authorized Signature:</b>     |  |
| Print: _____                     | Sign: _____  |
| Date: _____                      | Email: _____ Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/> |

↻ Reply all | ▾  Delete Junk | ▾ ...

## Wood River C337 rental



Roy Niemoth <Roy.Niemoth@titanmachinery.com>

Today, 9:16 AM

Brent Gascho; Michael Kenyon <Michael.Kenyon@titanmachinery.com> ▾

↻ Reply all | ▾

Inbox

Brent,

If you need it in a form on a PDF we can get you something but here is what we will supply.

New Holland C337 CTL with High Flow hydraulics and enclosed cab.

Hydraulic concrete breaker.

Hydraulic Angle Broom.

Pallet Forks.

Skeleton Bucket.

These will all be provided for 1 year with a total amount of 200 hours of use on the C337 for \$10,000.

Thank You!

Roy Niemoth

Equipment Sales Consultant

Titan Machinery

3721 W Hwy 2

Grand Island, NE 68803

308 850-2440 Cell

308 384-0310 Office

308 382-0336 Fax



League of Nebraska Municipalities  
 1335 L Street  
 Lincoln, NE 68508  
 402-476-2829

# Invoice

|          |           |
|----------|-----------|
| Date     | Invoice # |
| 8/4/2023 | 193583    |

|   |
|---|
| Bill To   |
| Wood River<br>PO Box 8<br>Wood River, NE 68883-0008 |

|          |        |
|----------|--------|
| P.O. No. | Terms  |
|          | Net 30 |

| Quantity | Description   | Rate         | Amount     |
|----------|---|--------------|------------|
|          | League of Nebraska Municipalities Membership Dues for September 1, 2023 through August 31, 2024 | 5,104.00     | 5,104.00   |
|          |   |              | 0.00       |
|          |   | <b>Total</b> | \$5,104.00 |

Please send a copy of this invoice with your payment.

2022 - 34,791.00  
 2021 - 34,610.00  
 2020 - 2,907.00



## COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made by and between Wood River Vision 20/20, Inc., Nebraska Non-Profit Corporation (“Seller”), and the City of Wood River, Nebraska, a Nebraska Municipal Corporation (“Buyer”), and is effective on the date this Agreement is executed by Buyer and Seller as reflected on the signature page(s) (the “Effective Date”).

WHEREAS, Seller is the owner of commercial real estate and a building located at 1401 East Street, Wood River, NE 68883 (described hereinafter as the “Premises”); and

WHEREAS, Seller desires to sell the Premises and Buyer desires to purchase the Premises on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Sale and Purchase.** On and subject to the terms and conditions set forth in this Agreement, Seller shall sell, convey, transfer and deliver to Buyer, and Buyer shall purchase from Seller, all that certain lot, tract or parcel of land together with the improvements constructed thereon located at 1401 East Street, Wood River, NE 68883, as more particularly described in Exhibit 1 attached hereto and made part hereof (the “Premises”). All furniture, fixtures, equipment and other personal property located in or on the Premises at the Date of Closing owned by Seller shall remain the personal property of Seller after Closing.

2. **Purchase Price and Manner of Payment.** In exchange for the Premises, Buyer shall pay to Seller, and Seller shall accept from Buyer, the balance of one million one hundred nineteen thousand eight hundred seventy-six dollars and seventy-nine cents (\$1,119,876.79), together with interest at the rate of 4.00% per annum from the date of closing (the “Purchase Price”). The Purchase Price shall be paid to the Seller according to the terms of a promissory note to be executed by Buyer made payable to the order of Seller at the time of closing.

The Purchase Price has been calculated based on 35 equal, yearly payments of \$60,000.00, using the July 2023 IRS long-term applicable rate to equate a principal balance of \$1,119,876.79. The total payments, including interest, collected by Seller will equal \$2,100,000.00.

3. **Closing.** The closing and consummation of this transaction (the “Closing”) will be concluded by Advantage Title Services (the “Escrow Agent”) and

shall take place at the Escrow Agent's office at 503 W Koenig Street, Grand Island, NE, on September 2023 (the "Closing Date"), at such specific time and date as the parties hereto shall mutually agree.

4. **Title to the Premises.** Seller shall convey, and Buyer shall accept, good and marketable title in fee simple, to the Premises that any title insurance company authorized and licensed to do business in the State of Nebraska would be willing to insure, subject to the matters set forth in this Agreement. For purposes of this Agreement, "good and marketable fee simple title" shall mean fee simple ownership that is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Encumbrances (as defined in this Paragraph), and (ii) insurable by a title insurance company reasonably acceptable to Buyer, at the then current standard rates under the standard form of ALTA owner's policy of title insurance, without exception other than for the Permitted Encumbrances (the "Title Policy"). For purposes of this Agreement, "Permitted Encumbrances" shall mean: (a) current taxes not yet due and payable; and (b) such covenants, conditions, and restrictions of record, public utility easements, and zoning restrictions, subdivision controls, building restrictions and rules, regulations and laws which will not adversely affect the value or the utility of the Premises for Buyer's intended use as a commercial building.

In the event that Seller shall be unable to deliver at Closing title to the Premises as required, Buyer shall have the right, as Buyer's sole option: (1) to take such title as Seller may be able to convey without reduction in the Purchase Price; or (2) to terminate this Agreement, and this Agreement shall be and become null and void without any further right or remedy in favor of either party against the other except for liabilities, rights and remedies which survive Closing or termination as provided in this Agreement.

5. **Apportionments, Adjustments and Incidental Costs.** At Closing, Seller shall pay all real estate taxes relative to the Premises levied and assessed for calendar years 2022 and prior years. The real estate taxes for calendar year 2023, shall be prorated between Seller and Buyer from January 1, 2023, to the Closing Date, using the most currently available information as the basis for proration.

Seller shall pay the documentary stamp transfer tax payable in connection with the recording of the Deed (as hereinafter defined). Seller shall pay the recording fees associated with releases of any mortgage or deed of trust of Seller to be released at Closing. Buyer shall pay the recording fees associated with filing the Deed (as hereinafter defined). Each party shall be responsible for the payment of its own counsel fees and other costs and expenses in connection with the transaction.

The premium for the Title Policy shall be paid equally by Buyer and Seller, and any separate premium relating to any Lender's Policy shall be paid solely by Buyer.



Buyer and Seller shall pay equally all fees associated with closing this transaction, including any closing costs of the Escrow Agent.

The provisions of this Paragraph 5 shall survive Closing and termination of this Agreement.

6. **Title Conveyance and Possession.** Title to the Premises shall be conveyed to Buyer at Closing by Seller's warranty deed, duly executed, acknowledged and otherwise in proper form for recording (the "Deed"). Actual possession of the Premises shall be delivered to Buyer on the date of Closing by delivery of the Deed.

7. **Condition of Premises.** Notwithstanding anything contained in this Agreement to the contrary, Seller does not make any representation, either prior to or at Closing, with respect to the condition or character of the Premises or the use or uses to which the Premises may be put. Buyer hereby acknowledges, agrees and represents that Buyer has had the opportunity to fully inspect the Premises and that Buyer is purchasing the Premises "as is" and "where is," and in its present condition, subject to all use, wear and tear between the Effective Date and the date of Closing. In making and executing this Agreement, Buyer has not relied upon or been induced by any statements or representations of Seller or of any information provided by Seller to Buyer regarding the Premises, if any, including but not limited to appraisals, plans, surveys, environmental studies and/or inspections in respect of the title to, or the physical or environmental condition of, the Premises, or this transaction in general, which might be pertinent or considered in the making or the execution of this Agreement. Buyer has, on the contrary, relied solely on such representations, if any, as are expressly made herein and on such investigations, examinations and inspections as Buyer has chosen to make or have made.

Without in any way limiting the generality of Subparagraph a, Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claims it has, might have had, or may have against Seller, its successors and agents, with respect to the condition of the Premises, either patent or latent, Buyer's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the Premises, the compliance with any land use laws, rules, regulations or requirements and any other state of facts which exist with respect to the Premises.

8. **Environmental Representations.** Seller represents and warrants to Buyer that to the best of Seller's actual knowledge and belief and without investigation, there are no hazardous substances present on the Premises. Within five (5) days of the Effective Date, Seller will provide to Buyer any environmental studies, assessments, audits or other environmental documents in Seller's possession regarding the Premises, if any.

9. **Casualty Loss.** Risk of loss by damage or destruction to the Premises prior to Closing shall be borne by Seller. In the event of material loss to the Premises prior to Closing, Buyer shall have the option to terminate this Agreement or to proceed with closing. In the event Buyer elects to proceed with Closing, all insurance proceeds, if any, resulting from such damage or destruction shall be assigned in writing by Seller to Buyer, or if previously paid to Seller, then paid by Seller to Buyer at Closing, and the Purchase Price shall be reduced only by the deductible amount.

10. **Condemnation.** If prior to Closing, condemnation proceedings are commenced against all or a portion of the Premises, which materially and adversely affect access thereto in Buyer's sole judgment, Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller within five (5) days after Buyer is advised of the commencement of condemnation proceedings in which event neither party shall have any further rights or obligations pursuant to this Agreement except those obligations that are specifically to survive termination. If not so terminated, Buyer shall close this Agreement without adjustment to the Purchase Price and Buyer shall have the right to appear and defend such condemnation proceedings, whether occurring or completed prior to or after Closing, and any award in condemnation relating to the Premises shall become the property of Buyer. Any condemnation award or payment in lieu of such condemnation proceedings made to Seller prior to Closing shall reduce the Purchase Price by the amount of such award. Seller shall not accept any payment or award in lieu of condemnation proceedings without Buyer's prior written consent.

11. **Deliveries.** At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

a. The Deed;

b. An affidavit from Seller stating its taxpayer identification number and that it is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code) and setting forth such other information as may be required by Section 1445(b)(2) of the Internal Revenue Code or any amendment or replacement thereof; and

c. Such other documents and instruments as shall be reasonably required by the Escrow Agent and approved in form by Seller in order for Seller to consummate this transaction in accordance with the terms and conditions of this Agreement.

At Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:



- a. The portion of the Purchase Price required to be paid pursuant to Paragraph 2 of this Agreement after crediting for Closing adjustments as may be provided for herein; and
- b. Such other documents and instruments as shall reasonably be required for Buyer to consummate Closing in accordance with the terms of this Agreement.

12. **Sale Conditional Upon Seller's Lease of Premises.** If the sale is completed as provided above, and transfer of title and possession is consummated, Buyer shall lease to Seller or Seller's nominee, the Premises. The rental, terms and conditions of the lease shall be as set forth in Exhibit 2, which is attached and incorporated by this reference.

13. **Brokerage.** Seller and Buyer represent that there are no real estate brokerage fees, finders' fees or any other fees owing to anyone.

14. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party to this Agreement. Any assignment by either party shall not terminate the liability of the assigning party to perform, unless a specific release in writing is given and signed by the other party to this Agreement.

15. **Default.** Unless otherwise provided for herein, if Seller fails to comply with any obligation or duty set forth herein, Buyer may pursue, as its sole remedy, specific performance of this Agreement. In the event Buyer fails to comply with any obligation or duty set forth herein, Seller may terminate this Agreement.

16. **Time.** The date and time of Closing and all dates and times specified for performance by Seller and Buyer under this Agreement are hereby agreed to be of the essence of this Agreement.

17. **Survival of Terms.** Unless expressly provided for in this Agreement, no representations, warranties, terms or provisions contained in this Agreement shall survive the Closing and delivery of the Deed, or any termination of this Agreement.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. **Entire Agreement.** This Agreement (including the Exhibits attached hereto which are by this reference made a part hereof) contains the entire agreement between the parties and all understandings and agreements heretofore had between the parties hereto are merged into this Agreement.





**EXHIBIT 1**

**LEGAL DESCRIPTION OF PREMISES**

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Block Two (2), East North Lawn Addition, Village of Wood River, Hall County, Nebraska.



**EXHIBIT 2**  
**COMMERCIAL LEASE AGREEMENT**

## DEED OF TRUST NOTE

THIS PROMISSORY NOTE obligation is given by the City of Wood River, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as "Payor," to, and in favor of, Wood River Vision 20/20, Inc., Nebraska Non-Profit Corporation, hereinafter referred to as "Payee." Payor's address is 108 W 10<sup>th</sup> Street, Wood River, NE 68883. Payee's address is 1401 East Street, Wood River, NE 68883.

1. **Intent.** The intent of this Deed of Trust Note, hereinafter referred to as "Note," is to describe the balance of a debt owed by Payor to Payee as a result of the sale of real estate by Payee to Payor.

2. **Consideration.** The consideration for the Payor giving this Note to Payee is the mutual promises found within the written Commercial Real Estate Purchase Agreement entered into by and between the parties to this Note.

3. **Amount of Debt and Repayment of Debt.** The balance of the debt owed and the obligation of this Note, after giving possession to Payor and the closing of the real estate sale referred to above, is \$1,119,876.79. This amount shall to be paid by Payor to Payee upon the following specific terms and conditions:

a. This debt of \$1,119,876.79 shall accrue interest at the rate of 4.00% per annum, amortized into 35 payments, this interest rate accruing and measured forward from the Closing Date, as defined in the Commercial Real Estate Purchase Agreement executed herewith.

b. The debt shall be paid at the rate of \$60,000.00 per year for 35 such payments, the first payment due on October 2, 2023, with like payments on the first day of October each year thereafter. The final payment would regularly be paid on October 1, 2058, if the debt has been faithfully maintained. Attached hereto as Exhibit "A" is an amortization schedule indicating the payments to be made pursuant to the terms of this Note provided the debt has been faithfully maintained.

c. Any payment ever paid by Payor, no matter how expressed in this Note, shall be applied: first, to reimburse Payee for any advancement made for the protection of the security as provided in the security instrument/Deed of Trust; second, to accruing interest which is then due and payable; third, to the principal of the debt.

d. This Note may be prepaid without prepayment penalty or premium. If any partial prepayment is accepted, then it shall be applied to the last of the principal due and not to the next principal payment; which has the

effect of continuing the schedule of payments on a monthly basis, regardless of prepayment, unless the holders hereof shall otherwise agree in writing.

e. This Note obligation is not assumable and transferable by the Payor, without the written consent of the Payee.

f. Time is of the essence of this obligation as applied to the payment of the consideration, herein, by Payor to Payee; which joins this expression with any default privileges which are set forth in following paragraph. Time of essence is important to the Payee because the Payee has other obligations to fill upon the receipt of the monthly payments.

4. **Default.** The Payor is in default on this Note if any required payment is not paid within ten days after any due date (referring to the payment due on the first of each month). The above-referenced ten days is a "grace period" which means Payor has only the referenced ten days of grace to pay any payment after the due date. In the event of a default the Payee, or any holder of this Note in due course, shall have any one or more of the following remedies:

a. To charge a late payment amount equal to 15% of any missed payment not received in the grace period of ten days. This late payment amount may be paid within the next twenty days (a total of thirty days after the payment was due). If the same is not paid by the thirty days, then it becomes a part of the principal debt with all other Note considerations remaining the same, except the debt is re-amortized.

b. Or, and, to declare and charge interest on the entire unpaid principal balance, and any accruals thereto, at the accelerated rate of 16% per annum, which accelerated rate of interest shall commence on all of the principal balance on that date which is thirty days after the original due date of the payment in default, and shall continue thereafter until all payments are current. Again, a re-amortization will be necessary at the end of the thirty days.

c. Or, and, to declare the whole of the obligation due and payable at once (an acceleration of the debt) and to proceed to collect the balance and all accruing interest and other charges then owed, by either a personal action on this Note or a non-judicial foreclosure on the security held on this transaction (the first lien, Deed of Trust)

d. Or, and, to avail of any other legal remedies as may be provided by law in the circumstances, in addition to those set forth above.

e. Any missed payment is a separate default



f. In the event of default, and Payee's selection of any remedies set forth in this paragraph 4, the Payee shall also be entitled to all expenses in any effort to collect unpaid amounts as well as a reasonable attorney's fee incurred in such effort these expenses and attorney's fee shall, if not paid within twenty days after they are submitted to Payor for payment, become a part of the principal debt with all of the other Note considerations remaining the same.

g. The failure of the Payee or holder of this Note to exercise any option, above, on any default, shall not waive the right of the Payee/holder to exercise any option on any subsequent default Receipt by Payee or the holder hereof of any payment due hereunder, with knowledge of any breach of the terms of this Note, shall not be deemed a waiver of such breach. Further, none of the rights and remedies of Payee or any holder hereunder are to be waived or affected by failure or delay to exercise them.

h. The Payor hereby waives presentment, protest, notice of protest, diligence in bringing suit hereon, and notice of extension of time for payment

5. **Security.** This Note, which expresses the debt due by Payor to Payee, shall be secured by the Payor giving to Payee a first lien-Deed of Trust on the real estate premises sold in the underlying transaction; which security the Payee agrees to reconvey only upon the payment of all of the debt expressed in this Note.

6. **Insurance.** Payor is required to carry complete physical damage and liability insurance on said property in the amount of not less than \$1,119,876.79, with the Payee noted as a loss payee on the policy. Further, the Payor shall see to it that the Payee is notified by the insurance carrier if, at any time, this insurance is not in place.

7. **Nebraska Law.** This Note is to be construed under and governed by the laws of the State of Nebraska.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

PAYOR,  
City of Wood River, NE,

By: \_\_\_\_\_  
Greg Cramer, Mayor





**EXHIBIT "A"**

**Amortization Schedule**

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this "Lease") is made by and between the City of Wood River, Nebraska, a Nebraska Municipal Corporation ("Landlord"), having an address at 108 W 10<sup>th</sup> Street, Wood River, NE 68883, and Wood River Vision 20/20, Inc., Nebraska Non-Profit Corporation ("Tenant"), having an address as 1401 East Street, Wood River, NE 68883, and is effective on the date this Lease is executed by Landlord and Tenant as reflected on the signature page(s) (the "Effective Date").

WHEREAS, Landlord is purchasing from Tenant a free-standing commercial building and real estate located at 1401 East Street, Wood River, NE 68883, pursuant to the terms and conditions of a Commercial Real Estate Purchase Agreement entered into by and between the parties;

WHEREAS, a term of that Commercial Real Estate Purchase Agreement is that Landlord will leaseback to Tenant part of the free-standing commercial building and real estate located at 1401 East Street, Wood River, NE 68883, on the terms and conditions set forth herein; and

WHEREAS, Landlord desires to lease part of the free-standing commercial building and real estate to Tenant, and Tenant desires to lease the same from Landlord on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

1. **Description of Premises.** Landlord leases to Tenant part of the commercial building and premises located at 1401 East Street, Wood River, NE 68883, and legally described as follows, to wit:

[need to add a specific description of the area to be included] (the "Premises").

2. **Term.** This Lease shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for three (3) years and shall commence on the Effective Date. This Lease shall automatically be extended for sixteen (16) additional two (2) year terms unless either party terminates it at the end of the then current term by giving the other party written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

3. **Rent.** Rental payments shall commence on the Effective Date and be due at a total annual rental of [redacted] and 00/100 Dollars (\$ [redacted]) to be paid in equal monthly installments on the first day of the month, in advance, to Landlord or to such other person, firm or place as Landlord may, from time to time, designate in writing.

4. **Use of Premises.** The Premises are to be used for the purposes of operating a n early learning center. Tenant shall restrict its use to such purposes and shall not use or permit the use of the Premises for any other purpose without the prior, express and written consent of Landlord.

5. **Restrictions on Use.** Tenant shall not use the Premises in any manner that will increase risks covered by insurance on the Premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Tenant's business purposes. Tenant shall not keep, use or sell anything prohibited by any policy of fire insurance covering the Premises and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance.

6. **Waste, Nuisance or Unlawful Activity.** Tenant shall not allow any waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful purpose.

7. **Utilities.** Tenant shall arrange and pay for all utilities, including but not limited to electricity, natural gas, water and sewer, furnished to the Premises for the term of this Lease, except for any natural gas that is separately metered, and water used for the underground sprinkler system on the exterior of the building.

8. **Repairs and Maintenance.** Tenant shall maintain the Premises and keep the Premises in good repair at Tenant's expense. Landlord shall maintain the front, side and rear exterior walls and the roof in good condition. Finally, Landlord shall be responsible for the cost of any repairs relating to the plumbing, electrical, and HVAC systems serving the Premises, including the walk-in cooler HVAC filter replacement. Any service calls generated by Tenant and not authorized in advance by Landlord, shall be the responsibility of Tenant.

9. **Lawn Care and Snow Removal.** Tenant shall arrange and be solely responsible for the cost of the lawn care inside of the fenced areas on the Premises. Landlord will generally be responsible for snow removal at the Premises, including any parking lots and the general sidewalks. To the extent that Landlord can safely mechanically remove snow from the doorways, Landlord will assist in such snow removal.

10. **Delivery, Acceptance and Surrender of Premises.** Landlord represents that the Premises are in fit condition for use by Tenant. Acceptance of the Premises by Tenant shall be construed as recognition that the Premises are in a good state of repair and in sanitary condition. Tenant shall surrender the Premises at the end of the Lease term, or any renewal of such term, in the same condition as when Tenant took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, Tenant shall remove all business signs placed on the Premises by Tenant and restore the Premises on which they were placed in the same condition as when received.

11. **Partial Destruction of Premises.** Partial destruction of the Premises shall not render this Lease void or voidable, nor terminate it except as specifically provided in this Lease. If the Premises are partially destroyed during the term of this Lease, Landlord shall repair them when such repairs can be made in conformity with governmental laws and regulations, within 90 days of the partial destruction. Written notice of the intention of Landlord to repair shall be given to Tenant within 10 days after any partial destruction. If the repairs cannot be made within the time specified above, Landlord shall have the option to make them within a reasonable time and continue this Lease in effect with proportional rent rebate to Tenant as provided for in this Lease.



If the repairs cannot be made in 90 days, and if Landlord does not elect to make them within a reasonable time, either party shall have the option to terminate this Lease.

12. **Entry on Premises by Landlord.** Landlord reserves the right to enter on the Premises at reasonable times to inspect them, perform required maintenance and repairs, or to make additions, alterations or modifications to any part of the Premises, and Tenant shall permit Landlord to do so.

13. **Signs, Awnings and Marquees.** Tenant may construct or place signs, awnings, marquees or other structures projecting from the exterior of the Premises advertising Tenant's business so long as the design and location of such signs, awnings, marquees or other structures are approved by Landlord.

14. **Nonliability of Landlord for Damages.** Landlord shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Tenant, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the Premises during the term of this Lease or any extension of such term. Tenant shall indemnify Landlord from any and all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature.

15. **Liability Insurance.** Tenant shall procure and maintain in force at Tenant's expense during the term of this Lease and any extension of such term, public liability insurance with insurers and through brokers approved by Landlord. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Premises, in a minimum amount of \$500,000.00 for each person injured, \$1,000,000.00 for any one accident, and \$50,000.00 for property damage. The insurance policies shall provide coverage for contingent liability of Landlord on any claims or losses. Tenant shall obtain a written obligation from the insurers to notify Landlord in writing at least 30 days prior to cancellation or refusal to renew any policy.

16. **Assignment, Sublease or License.** Tenant shall not assign or sublease the Premises, or any right or privilege connected with the Premises, or allow any other person except agents and employees of Tenant to occupy the Premises or any part of the Premises without first obtaining the written consent of Landlord. A consent by Landlord shall not be a consent to a subsequent assignment, sublease or occupation by other persons. An unauthorized assignment, sublease or license to occupy by Tenant shall be void and shall terminate this Lease at the option of Landlord.

17. **Breach and Remedies for Breach.** Landlord may terminate this Lease in the event: (1) Tenant defaults in the payment of rent and the default continues for 30-days after notice of the default from Landlord; or (2) Tenant defaults in the performance of any of its other obligations under this Lease and the default continues for 30-days after notice of the default from Landlord specifying in what manner Tenant has defaulted. If the default cannot be cured within the 30-day period, the period shall be extended for a reasonable additional time, provided that Tenant commences to cure the default within the 30-day period and proceeds diligently to effect a cure. In the event of any default described in this Paragraph, Landlord may: (1) cure the default,

in which case any costs and expenses and reasonable attorneys' fees and court costs incurred by Landlord because of the default shall be deemed additional rent; or (2) lawfully enter the Premises and repossess the same and expel Tenant and those claiming under Tenant, without being deemed guilty of any manner of trespass and without prejudice to any other remedies which Landlord may have for arrears of rent or breach of covenant.

18. **Condemnation.** Eminent domain proceedings resulting in the condemnation of a part of the Premises, but leaving the remaining premises usable by Tenant for the purposes of its business, will not terminate this Lease unless Landlord, at Landlord's option, terminates this Lease by giving written notice of termination to Tenant. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate this Lease as to the portion of the Premises condemned, and the lease of the remainder of the Premises shall remain intact. The rental for the remainder of the Lease term shall be reduced by the amount that the usefulness of the Premises has been reduced for the business purposes of Tenant.

19. **No Waiver.** Waiver by Landlord of any breach of any covenant or duty of Tenant under this Lease is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.

20. **Governing Law.** This Lease shall be governed by, construed and enforced in accordance with the laws of Nebraska.

21. **Entire Agreement.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

22. **Modification of Agreement.** Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

23. **Notices.** All notices under this Lease shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally to Landlord or Tenant at their addresses set forth above or to such other addresses as may be designated by notice.

24. **Binding Effect.** This Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

25. **Time of Essence.** It is specifically declared and agreed that time is of the essence of this Lease.

26. **Counterparts and Electronic Signature.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Lease. The counterparts of this Lease and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year set forth below.

Dated this \_\_\_\_ day of July, 2023.

LANDLORD,  
City of Wood River, NE,

By: \_\_\_\_\_  
Greg Cramer, Mayor

STATE OF NEBRASKA    )  
                                  ) ss.  
County of Hall         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2023, by Greg Cramer, Mayor of the City of Wood River, NE, Landlord, on behalf of the City.

\_\_\_\_\_  
Notary Public

*[remainder of page intentionally left blank]*

*[remaining signatures on following page]*



Dated this \_\_\_\_ day of July, 2023.

TENANT,  
Wood River Vision 20/20, Inc.,

By: \_\_\_\_\_  
Tyler C. Doane, President

STATE OF NEBRASKA    )  
                                  ) ss.  
County of Hall            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2023, by Tyler C. Doane, President of Wood River Vision 20/20, Inc. a Nebraska Non-profit Corporation, Tenant, on behalf of the corporation.

\_\_\_\_\_  
Notary Public