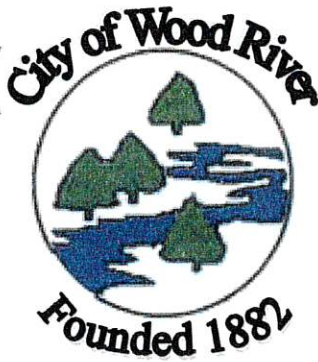


108 W. 10th Street  
PO Box 8  
Wood River, NE 68883



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

REGULAR CITY COUNCIL MEETING  
AGENDA

2023 August 8

TIME: 7:00 PM

BILL READERS: NIELSEN & RENNAU  
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: August 22, 2023

Pages 1-2

VI. Disbursements \$37,264.40

Page 3

VI. Checks not on the list \$223.82

VI. Automatic payments



1. Sunlife Financial \$166.26
2. Blue Cross Blue Shield \$5447.37
3. Lincoln Financial Group \$495.12
4. Redwing Software \$1,340.00
5. Ameritas \$59.16
6. Clearfly \$353.82

## **VII. PUBLIC HEARING**

**7:00pm** Notice is hereby given that a public hearing will be held to consider the purchase of the real property located at 1401 East Street, Wood River, Nebraska, legally described as 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. (Old Good Sam Building)

## **VIII. INTRODUCTION OF ORDINANCES AND RESOLUTIONS**

**Ordinance 582** – an emergency ordinance to address a failure of the City’s sanitary sewer system infrastructure, and to waive the requirements of § 1-809 for advertisement for bids for improvements.

Pages 4-15

**Ordinance 583** – an ordinance authorizing the acquisition of real property located at lots one (1) through ten (10), block two (2), East North Lawn Addition, Village of Wood River, Hall County, Nebraska, by purchase; and to provide for an effective date. (Old Good Sam Building)

Pages 16 -18

## **IV. 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 August 2023.

Pages 19-21

2. MAYOR CRAMER discuss/approve lease agreement with Vision 20/20. Handout
  
3. MAYOR CRAMER discuss/approve setback variance request from Leo Wortman. Page 22
  
4. BRENT GASCHO discuss/approve quote received from Iowa Pump Works for a cartridge lift station. Page 23
  
5. MAYOR CRAMER discuss/approve payment to Leaman Roofing and Construction (Invoice 2111) in the amount of \$39,122.94 for roofing work completed. Page 24
  
6. BRENT GASCHO discuss/approve payment to JEO (Invoice 143912) in the amount of \$10,463.00 for work completed on burying the Green Street electrical line project. Page 25
  
7. MAYOR CRAMER discuss/approve payment to Felsburg Holt & Ullevig (Invoice 38243) in the amount of \$10,629.32 for work done on the Advance Assistance Project. Pages 26-28
  
8. MAYOR CRAMER discuss/approve annual review for Kila Turek. Handout

**X. COUNCIL REMARKS:**

**XI. MAYOR'S REMARKS:**

**XII. DEPARTMENTS REMARKS:**

**XIII. ATTORNEY REMARKS**

**XIV. NEXT REGULAR MEETINGS SCHEDULES ARE AS FOLLOWS:**

September 19

|

October 3

|

October 17

Official  
City Council Minutes  
City of Wood River, Nebraska  
Regular Meeting  
August 22, 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 August 22, 2023. Notice of the time and place of the meeting was given in advance thereof by publicized notice on August 16, 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, Rennau, Rotter, Klingsporn, and Thompson.

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

**Public Present:** Carrie Rathman, Anna Wood, Tyler Doane, Michelle Setlik, Veronica Kaufman, Matt & Elizabeth Troyer-Miller, Sara Arnett, Chuck Mead,, Travis Fairbanks, Deb, Casey, Grant Packer, Bill Gideon, Chad Shuda.

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:

August 8 2023, Regular Meeting Minutes.

Disbursements reviewed this month by: **Rodriguez & Klingsporn**

Disbursements totaling: **\$116,563.40**

Sales Tax Paid: **\$5,429.37**

Pool Sales Tax Paid: **\$2,244.37**

Payroll: **\$84,161.58**

Payroll Tax: **\$11,485.38**

Retirement: **\$3,516.88**

**Public Comment:** There were several comments from the public present regarding the possible purchase of the old depot from EJ Opp and the old Good Sam building from Vision 20/20. Questions from the public included: **Where is the money coming from to purchase and possibly rehabilitate the depot?** Cramer: Funds would come from the real estate improvement fund and restorations would hopefully be covered by grants that the City can apply for. **Will the City employees be responsible for repairs and maintenance at the depot?** Cramer: Yes, but right now the only maintenance needed is spraying the weeds. The depot has a newer roof. **Why is the City considering purchasing the old Good Sam building from Vision 20/20?** Cramer: City had initially planned on purchasing just the South half of the building as home for the Legacy Station project. The City applied for grants to cover the remodel and furnishing costs to move the senior center and library, along with the food pantry, into the South half of the old Good Sam building. Some of those grants have already been awarded. Owning the space housing the project is a requirement. Purchasing only the South half of the building required the City and Vision 20/20 enter into a condominium agreement. The condo agreement made it nearly impossible to find insurance coverage, what was found was significantly higher premiums for both sides. By the City purchasing the whole building, insurance would be lower for both sides and the City would be receiving some income by leasing the North half right back to Vision 20/20 for them to continue to run Stick Creek Kids. **How much will Vision 20/20 lease the space for?** Cramer: \$1,000.00 per month – still discussing final details. **Who would be responsible for maintenance, repairs, HVAC, etc.?** Cramer: The City. **Will the City run the daycare?** Elizabeth Troyer-Miller: No. Stick Creek Kids would be leasing the building space. The daycare would still be ran the same as it is now – by a board. Taxes are not going to fund the daycare. **What's in it for the City?** Rotter: It's an investment in our community and children. The City is trying to build a better community with necessary amenities: quality childcare and education.

Nielsen made the motion to approve items on the consent agenda as presented. Motion seconded by Thompson. Motion carried 6/0.

Nielsen motioned to move into public hearing regarding the purchase of the old Depot – Lots 11 and 12, Block 1, Clark's Addition. Motion seconded by Rennau. Michelle Setlik with the Hall County Historical Society commended the City for considering restoring the old depot and offered to help in any way. As there was no further public comment, Nielsen motioned to move out of public hearing at 7:52. Motion seconded by Rennau.

Nielsen motioned to introduce Ordinance 581 AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT LOTS ELEVEN (11) AND TWELVE (12), BLOCK ONE (1), CLARK'S ADDITION, TO WOOD RIVER, HALL COUNTY, NEBRASKA, BY PURCHASE; AND TO PROVIDE FOR AN EFFECTIVE

DATE and moved that the statutory rule requiring that the Ordinance be read 3 times be suspended. Motion seconded by **Rotter**. Motion carried 6/0. **Nielsen** motioned that Ordinance 581 be passed on its final reading by title only. Motion seconded by **Rotter**. Motion carried 6/0. Nielsen expressed that he feels firmly about preserving the City's history and is hopeful that there will be grants to cover the restoration of the depot. If it is not feasible for the City to restore the depot, the City can then sell the property to someone who may be able to.

**Nielsen** motioned to introduce Resolution 2023-193 A RESOLUTION TO SEEK APPROVAL FROM THE NEBRASKA DEPARTMENT OF TRANSPORTATION TO REDUCE THE SPEED LIMIT TO 40 MPH ON HWY 11 NORTH OF THE INTERSECTION OF WOOD RIVER ROAD AND ON HWY 11 SOUTH/EAST OF THE INTERSECTION OF WALNUT ST AND DIRECTING GREG CRAMER, MAYOR, AND STEVE WOLFORD, CITY STREET SUPERINTENDENT, TO CONTACT THE NEBRASKA DEPARTMENT OF TRANSPORTATION FOR APPROVAL ON THE CITY'S BEHALF. Motion seconded by **Rotter**. Motion carried 6/0.

Changes to the Ordinance regarding the compost site and associated fees will be discussed further at a future meeting.

Council was presented with the current purchase and lease agreements regarding the purchasing of the old Good Sam building. Some of the wording has been changed since last reviewed. Vision 20/20 is set to meet and review the documents before the next Council meeting.

Mayor Cramer offered an update on the weed and property nuisance letters that the City has been sending out. At this time everything has been taken care of, most by homeowners and a few yards were mowed by the City Utility Department - those homeowners will be charged appropriately.

Christina Wemhoff summarized the final budget review. **Rotter** motioned to approve the final budget as presented with the exception of the water collection being changed from \$200 to \$200,000. Motion seconded by **Rodriguez**. Motion carried 6/0.

**Rotter** motioned to approve exceeding the allowable growth rate by an additional 1%. Motion seconded by **Rennau**. Motion carried 6/0.

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

**Department Remarks:**

Veronica Kaufman: Leadership tomorrow requires 1 day per month be spent in training, asked Council if that were a paid day. Council agreed that time required training would be paid.

**Council Remarks:**

None.

**Mayor Remarks:**

Thanked Council for their support.

As there was no further business to come before this session of the Council, Council member **Nielsen** made the motion to adjourn at 8:45 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

9/5/2023

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**

HOMETOWN LEASING	OE	44.71
WOOD RIVER RURAL SCHOOL	MI	760.00
EAKES	SE	173.27
ELITE WEB	SE	45.00
CAPITAL BUSINESS SYSTEMS	SE	454.86

**Street Fund**

MID PLAINS LANDSCAPING	SE	672.50
SPPD	UE	9.74

**Park Fund**

RICKS FERTILIZING	SE	4966.66
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**Electric Fund**

TOOFAST	SU	199.99
SILVER CREEK AG	SU	326.48
CORE & MAIN	SU	4815.00
BORDER STATES	SU	1732.28

REVIEWED BY: \_\_\_\_\_

**Water Fund**

DUTTON-LAINSON	SU	2168.64
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**Police Fund**

HALL CO SHERIFF	SE	7719.23
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COUNCILPERSON \_\_\_\_\_

**Game & Park Fund**

NEBRASKA GAME & PARK	RE	35.00
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**Pool Fund**

DOLLAR GENERAL	SU	68.35
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**Ambulance Fund**

ZOLL	SU	665.40
VERIZON	UE	95.61

**Variety Fund**

VILLAGE UNIFORM	SE	301.68
STRONG WINDOW	SE	275.00
PRESTO-X	SE	183.06
CARDMEMBER SERVICES	MI	3634.82
BLACK HILLS	UE	702.46
ARNOLD MOTOR	MI	776.09
CITY OF WOOD RIVER	UE	6188.57
FIVE POINTS BANK	RE	250.00

TOTAL DISB.	\$	37,264.40
CHECKS NOT ON LIST	\$	223.82
	\$	37,488.22

**Checks not on list**

37459 US POSTAL SERVICE	223.82
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Ordinance 583

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 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, BY PURCHASE; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Neb.Rev.Stat. §18-1755, “[a] city... acquiring an interest in real property by purchase... shall do so only after the governing body of such city... has authorized the acquisition by action taken in a public meeting after notice and public hearing.”; and

WHEREAS, the required notice has been published, and said public hearing was held on Tuesday, September 5, 2023 at 7:00 p.m.; and

WHEREAS, the City of Wood River has identified a property and desires to purchase said property.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WOOD RIVER, NEBRASKA:

That the City of Wood River is hereby authorized to purchase the property located at 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, for the consideration 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, and all expenses involved in this purchase, including legal expenses, advertising charges and filing fees, and subject to existing taxes and special assessments, if any, and also subject to any existing easements, the following described property:

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,

and the Mayor and City Clerk are hereby authorized by the City Council of the City of Wood River, Nebraska, to purchase and accept a Warranty Deed for the property described herein, and to execute any documents necessary for the purchase and transfer of said property, including but not limited to the Purchase Agreement attached hereto as Exhibit 1. The Mayor’s signature on the attached Purchase Agreement is hereby ratified and the expenditure of funds for the purchase of such property is approved, including costs necessary for title and closing as may reasonably be necessary and as normally incurred in real estate transactions.



This ordinance shall take effect and be in force from and after its passage, approval and publication.

PASSED and APPROVED this 5th day of September, 2023.

\_\_\_\_\_  
Greg Cramer, Mayor

Attest:

\_\_\_\_\_  
Ashley Manning, City Clerk

**EXHIBIT 1**

Purchase Agreement (attached)

## 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.

Buyer and the Seller agree to equally split the total amount of 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.

20. **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed received when personally delivered (including, without limitation, facsimile delivery) or three (3) days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address of the respective party.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

22. **Counterparts and Electronic Signature.** This Agreement 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 Agreement. The counterparts of this Agreement 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.

23. **Modification.** This Agreement may not be modified orally, but only by a writing duly executed by each party hereto.

24. **Binding Effect.** This Agreement shall be binding upon each of the parties hereto, their legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed the day and year set forth below.

*[signatures on following pages]*

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

SELLER,  
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 \_\_\_\_\_, 2023, by Tyler C. Doane, President of Wood River Vision 20/20, Inc. a Nebraska Non-profit Corporation, Seller, on behalf of the corporation.

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

*[remainder of page intentionally left blank]*

*[remaining signatures on following page]*



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

BUYER,  
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 \_\_\_\_\_, 2023, by Greg Cramer, Mayor of the City of Wood River, NE, Buyer, on behalf of the City.

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

*[remainder of page intentionally left blank]*

**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**

**ORDINANCE NO. 582**

**AN EMERGENCY ORDINANCE PURSUANT TO THE CITY OF WOOD RIVER'S AUTHORITY TO PASS ORDINANCES AND MAKE REGULATIONS TO SERVE THE GENERAL HEALTH OF THE CITY TO ADDRESS A FAILURE OF THE CITY'S SEWER INFRASTRUCTURE; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WOOD RIVER, NEBRASKA:

**SECTION 1.** That certain sections of the sanitary sewer system within the City of Wood River have failed. More specifically, it has been determined that the sanitary sewer pipe beneath the street currently slopes in the wrong direction at the following location:

beginning at a point on Cottonwood Street, said point being approximately halfway between W 8th Street and W 9th Street, thence east on a line roughly perpendicular to Cottonwood Street to a point approximately 175 feet to the east of Dodd Street.

As a result of such improperly sloping sanitary sewer pipe, the sanitary sewer system is not properly flowing, affecting twenty-two customers in the southwest portion of the City of Wood River. The City Utilities Department has installed temporary surface piping and a pump to bypass the improperly sloping sanitary sewer pipe. Such temporary piping is currently running across Dodd Street, impeding traffic, requiring that Dodd Street be closed between 8<sup>th</sup> Street and 9<sup>th</sup> Street until the improperly sloping sanitary sewer pipe can be repaired.

**SECTION 2.** That the improperly sloping sanitary sewer pipe represents a public emergency resulting from an exigency or pressing necessity calling for immediate action or remedy to prevent serious damage to life, health or property.

**SECTION 3.** That as a result of the public emergency, the provisions of City Code § 1-809 related to the requirements of advertisement for bids for improvements of the sewer system shall be waived, allowing the City to make a contract for the repair of improperly sloping sanitary sewer pipe without the need of advertising for bids.

**SECTION 4.** Due to the emergency circumstances set forth herein, this Ordinance shall take effect on September 6, 2023, at 12:01 a.m., after the proclamation of the Mayor and posting in at least three of the most public places in

the City of Wood River, in accordance with Neb. Rev. Stat. § 17-613 and City Code § 1-809.

PASSED and APPROVED this 5th day of September, 2023.

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Greg Cramer, Mayor

Attest:

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Ashley Manning, City Clerk

## PROCLAMATION OF MAYOR

For the emergency reasons set forth in this Ordinance No. 582, it is necessary that this Ordinance No. 582 take full force and effect on the date and time of Wednesday, September 6, 2023 at 12:01 a.m., after posting in at least three of the most public places in the City of Wood River in accordance with Neb. Rev. Stat. § 17-613 and City Code § 1-809.

Dated this 5<sup>th</sup> day of September, 2023.

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Greg Cramer, Mayor

September 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 August 2023.

<u>Patrol Time</u> 186.10 Hours	<u>Detail Time</u> 41.83 Hours	<u>C.I.D.</u> 8.50 Hours
Accident w/ Damage 2	Dui 1	Sex Offense 1
911 Hang Up 2	Epc 1	Suspicious 2
Agency Assist 6	Fraud 1	Suspicious Person 2
Alarm 1	Harassment 1	Suspicious Vehicle 1
Assist Medical 2	Information 1	Theft 4
Child Abuse 1	Juvenile Problem 2	Threatening 1
Citizen Assist 4	Motorist Assist 2	Traffic Hazard 1
Civil Forfeiture 1	Protection Violation 1	Traffic Offense 1
Death Investigation 1	Sex Assault 1	Traffic Stop 34
Disturbance 2		Welfare Check 2

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

Sincerely,

*Rick Conrad*

Rick Conrad  
Sheriff of Hall County

RC/cp  
enc.

09/01/23  
08:55

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

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Page: 1

Number	Time and Date	Nature	Address	Loctn	Dsp
Agency: Hall Co. Sheriff's Office					
L23080197	23:10:35	08/02/23	911 Hang Up	407 FOURTEENTH ST E, Wood	WOOD CLO
L23080385	10:19:55	08/05/23	911 Hang Up	105 NINTH ST W, Wood River	WOOD CLO
L23080487	19:41:13	08/06/23	Agency Assist	910 DODD ST, Wood River, N	WOOD CAA
L23081183	10:30:50	08/14/23	Agency Assist	1102 MARSHALL ST, Wood Riv	WOOD CLO
L23081470	08:37:08	08/17/23	Agency Assist	1408 WALNUT ST, Wood River	WOOD CLO
L23081472	09:22:21	08/17/23	Agency Assist	1208 LILLEY ST, Wood River	WOOD CLO
L23081499	14:14:22	08/17/23	Agency Assist	910 MAIN ST; WOOD RIVER LI	WOOD CLO
L23081780	09:35:50	08/21/23	Agency Assist	1102 MARSHALL ST, Wood Riv	WOOD CLO
L23082257	18:53:41	08/25/23	Alarm	1401 EAST ST; STICK CREEK	WOOD CLO
L23080379	08:02:55	08/05/23	Assist Medical		WOOD CLO
L23080592	18:59:09	08/07/23	Assist Medical		WOOD CLO
L23080637	22:16:37	08/05/23	Child Abuse		WOOD UNF
L23080469	14:39:17	08/06/23	Citizen Assist	TENTH ST W & WEST ST, Wood	WOOD CLO
L23080528	08:36:22	08/07/23	Citizen Assist	1102 MARSHALL ST, Wood Riv	WOOD CLO
L23081097	10:17:09	08/13/23	Citizen Assist	1305 LILLEY ST, Wood River	WOOD CLO
L23082588	15:53:58	08/29/23	Citizen Assist	1305 LILLEY ST, Wood River	WOOD CLO
L23080124	10:41:47	08/02/23	Civil Forfeitur		WOOD CLO
L23082380	13:54:24	08/27/23	Death Invest		WOOD CLO
L23080055	14:45:22	08/01/23	Disturbance	1306 MAIN ST, Wood River,	WOOD CLO
L23081070	21:29:58	08/12/23	Disturbance	1102 MARSHALL ST, Wood Riv	WOOD CLO
L23082351	00:26:40	08/27/23	Dui	EIGHTH ST W & DODD ST, Woo	WOOD CAA
L23081831	14:27:28	08/21/23	Epc		WOOD CLO
L23082029	16:40:22	08/23/23	Fraud	413 THIRTEENTH ST E, Wood	WOOD ACT
L23081252	23:42:08	08/14/23	Harassment	210 NINTH ST E, Wood River	WOOD CLO
L23081795	11:38:26	08/21/23	Information	13800 WOOD RIVER RD W; WOO	WOOD CLO
L23080271	20:39:42	08/03/23	Juvenile Prob		WOOD CLO
L23082598	20:40:03	08/29/23	Juvenile Prob		WOOD CLO
L23081705	00:31:14	08/20/23	Motorist Assist	US HIGHWAY 30 W & MAIN ST,	WOOD CLO
L23082456	14:15:00	08/28/23	Motorist Assist	US HIGHWAY 30 W & MAIN ST,	WOOD CLO
L23081648	09:53:31	08/19/23	Pd Accident	TWELFTH ST E & WALNUT ST,	WOOD CAA
L23081818	13:32:16	08/21/23	Pd Accident	NEBRASKA HIGHWAY 11 S & US	WOOD CLO
L23082358	04:40:38	08/27/23	Protection Vio	904 DODD ST, Wood River, N	WOOD CAA
L23082424	09:36:39	08/28/23	Sex Assault		WOOD ACT
L23082475	16:38:09	08/28/23	Sex Offense		WOOD CLO
L23080001	00:00:30	08/01/23	Suspicious	1408 WALNUT ST, Wood River	WOOD CLO
L23080791	16:23:15	08/09/23	Suspicious	EAST ST & FIFTH ST E, Wood	WOOD CLO
L23080283	01:50:01	08/04/23	Suspicious Per	GREEN ST W & DODD ST, Wood	WOOD CLO
L23080826	07:55:48	08/10/23	Suspicious Per	309 TWELFTH ST W, Wood Riv	WOOD CLO
L23081554	07:50:42	08/18/23	Suspicious Vehi	611 WALNUT ST; SOILVIEW, W	WOOD CLO
L23080463	13:15:11	08/06/23	Theft	818 MARSHALL ST, Wood Rive	WOOD UNF
L23080465	13:59:30	08/06/23	Theft	208 TWELFTH ST E, Wood Riv	WOOD ECV
L23080646	11:49:25	08/08/23	Theft	1102 MARSHALL ST, Wood Riv	WOOD ACT
L23080920	01:57:43	08/11/23	Theft	904 DODD ST, Wood River, N	WOOD UNF
L23081930	15:04:17	08/22/23	Threatening	511 MAIN ST, Wood River, N	WOOD CLO
L23082750	09:04:50	08/31/23	Traffic Hazard	7874 140TH RD S; GREEN PLA	WOOD CLO
L23080273	20:57:54	08/03/23	Traffic Offense	NINTH ST W & DODD ST, Wood	WOOD CLO
L23080473	15:41:09	08/06/23	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD CAA
L23080475	15:57:52	08/06/23	Traffic Stop	US HIGHWAY 30 W & COTTONWO	WOOD CAA
L23080804	21:54:31	08/09/23	Traffic Stop	130TH RD S & US HIGHWAY 30	WOOD CLO
L23080874	13:44:13	08/10/23	Traffic Stop	US HIGHWAY 30 W & ELEVENTH	WOOD CLO
L23080904	20:48:39	08/10/23	Traffic Stop	US HIGHWAY 30 W & DODD ST,	WOOD CAA
L23080965	15:28:50	08/11/23	Traffic Stop	US HIGHWAY 30 W & WEST ST,	WOOD CLO
L23081062	20:35:18	08/12/23	Traffic Stop	US HIGHWAY 30 W & PINE ST,	WOOD CLO
L23081064	20:51:29	08/12/23	Traffic Stop	US HIGHWAY 30 W & COTTONWO	WOOD CLO



09/01/23  
08:55

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

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Page: 2

Number	Time and Date	Nature	Address	Loctn	Dsp
L23081066	21:06:01 08/12/23	Traffic Stop	US HIGHWAY 30 W & LILLEY S	WOOD	CAA
L23081143	22:40:41 08/13/23	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD	CLO
L23081147	23:09:56 08/13/23	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD	CLO
L23081198	14:24:03 08/14/23	Traffic Stop	US HIGHWAY 30 W & 13 th st	WOOD	CAA
L23081205	14:52:33 08/14/23	Traffic Stop	US HIGHWAY 30 W & WEST ST,	WOOD	CAA
L23081246	22:31:30 08/14/23	Traffic Stop	COTTONWOOD ST & AVENUE A,	WOOD	CLO
L23081247	22:42:37 08/14/23	Traffic Stop	1109 PINE ST; DOLLAR GENER	WOOD	CAA
L23081283	11:49:46 08/15/23	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD	CAA
L23081286	12:06:51 08/15/23	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD	CAA
L23081289	12:20:43 08/15/23	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD	CAA
L23081292	12:41:16 08/15/23	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD	CAA
L23081366	08:29:22 08/16/23	Traffic Stop	MAIN ST & US HIGHWAY 30 W,	WOOD	CAA
L23081372	10:17:25 08/16/23	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD	CAA
L23081393	13:28:26 08/16/23	Traffic Stop	TENTH ST W & MARSHALL ST,	WOOD	CLO
L23081491	13:27:50 08/17/23	Traffic Stop	US HIGHWAY 30 W & WALNUT S	WOOD	CAA
L23081497	13:56:26 08/17/23	Traffic Stop	US HIGHWAY 30 W & EAST ST,	WOOD	CAA
L23081539	23:34:01 08/17/23	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD	CLO
L23081630	00:11:58 08/19/23	Traffic Stop	US HIGHWAY 30 W & DODD ST,	WOOD	CLO
L23081631	00:19:07 08/19/23	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD	CAA
L23081771	07:52:58 08/21/23	Traffic Stop	TENTH ST E & LILLEY ST, Wo	WOOD	CAA
L23082159	22:05:04 08/24/23	Traffic Stop	US HIGHWAY 30 W & ELEVENTH	WOOD	CAA
L23082397	20:31:15 08/27/23	Traffic Stop	COTTONWOOD ST & US HIGHWAY	WOOD	CLO
L23082404	22:54:11 08/27/23	Traffic Stop	US HIGHWAY 30 W & COTTONWO	WOOD	CLO
L23082452	13:58:41 08/28/23	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD	CAA
L23082664	14:27:56 08/30/23	Traffic Stop	NEBRASKA HIGHWAY 11 S & WA	WOOD	CLO
L23082735	07:44:02 08/31/23	Traffic Stop	ELEVENTH ST E & LILLEY ST,	WOOD	CAA
L23080928	07:38:31 08/11/23	Welfare Check		WOOD	CLO
L23081299	12:38:21 08/15/23	Welfare Check		WOOD	CLO
Total Incidents for This Agency:				82	

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Total Incidents for This Report: 82  
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Report Includes:

All dates between `00:00:00 08/01/23` and `23:59:59 08/31/23`  
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

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

Proposed 24 x 32 garage  
Leo Wortman

Alley  
30'

Lot line  
proposed garage

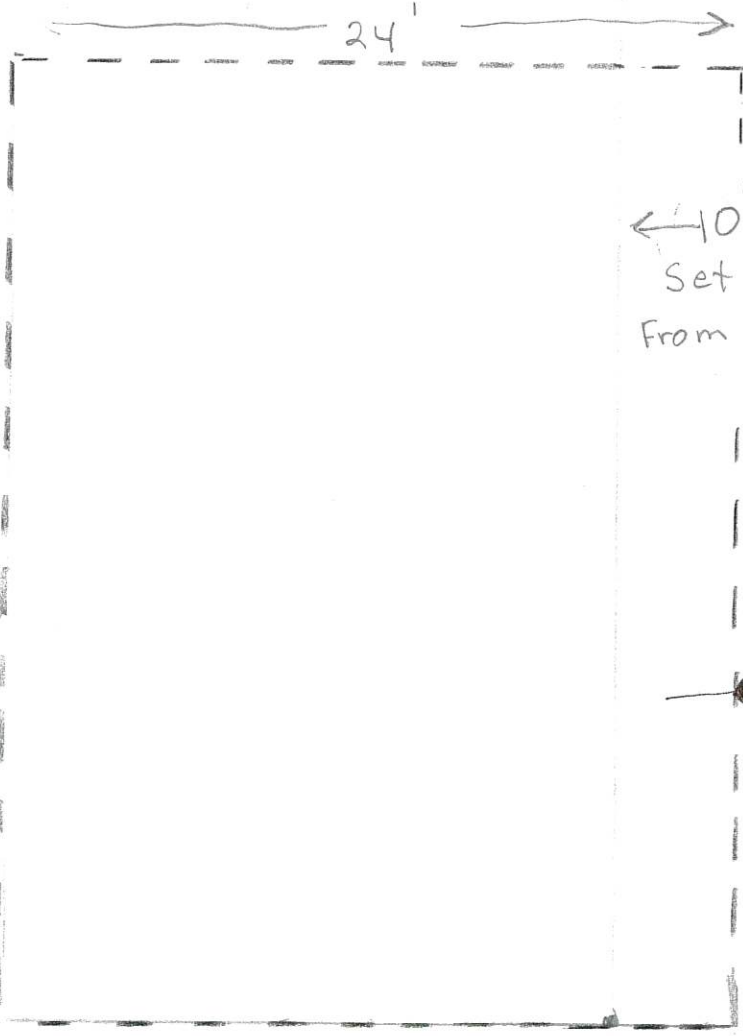
\* Bellwood pole building

- \* Current code requires building to be set back 10' from property line.
- \* Current code requires 3' footing for buildings within 15' of current residence

Wortman residence

15'  
Set back from house

32'



10'  
Set back from property line

5'

Fence

neighbor's residence

40'  
Center of Street

Street N



825 SW Ordnance Rd  
Ankeny, IA 50023  
Email: [ryant@iowapumpworks.com](mailto:ryant@iowapumpworks.com)

P: 855-228-6383  
F: 866-961-5085  
C: 515-823-6796

**Date:** 08/30/2023 *Wood River*  
**Project:** Riverwood, NE Station  
**Engineer:** W Design Associates  
**To:** Neil Wolford

- (1) W- Series E/ONE HDPE 48"x122" with 90" Invert for 6" influent W/Aluminum Hatch
- (4) W-Series E/ONE 1HP 240V 1 Phase Grinder Pump with 12' Cable
- (2) E/One Duplex Sentry Protect Plus Panel, 240V, 2P, Run Time Dry Contacts, 10x12 FRP Enclosure w/Deadfront. *Additional items per specification (Main Service Disconnect, Remote Sentry, and Generator Receptacle) to be determined at time of award. – adder amount per panel: \$LATER*
- (1) E/ONE 2" SS Curb Stop Kit
- (1) E/ONE 2" Curb Box Riser plastic 60-102"
- (1) E/ONE 76" Tank Wrench for 124-129" Stations

<b>Total Quote, freight included:</b>	<b>\$29,102.00</b>
<b>Startup:</b>	<b>NOT INCLUDED</b>
<b>Estimated Lead Time:</b>	<b>4-6 Weeks</b>
<b>Quote Valid:</b>	<b>10 Days</b>

*± 10% for  
Details TBD.*

Anything not specifically quoted above will be by others. Thank you for your consideration. Please contact us with any questions.

Ryan Turnbull  
Iowa Pump Works  
515-823-6796 / [ryant@iowapumpworks.com](mailto:ryant@iowapumpworks.com)  
Cc: Scott Swenson

**LEAMAN ROOFING AND CONSTRUCTION**

42 SONJA DR  
DONIPHAN, NE 68832 US  
leamanroofing@gmail.com

**INVOICE**

**BILL TO**

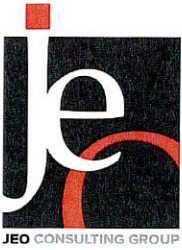
City of Wood River  
108 W 10th St.  
Wood River, NE 68883

**INVOICE #** 2111  
**DATE** 08/22/2023  
**DUE DATE** 09/21/2023  
**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
<b>Roofing</b> Reproofing project for: EAST Covered picnic area Announcement building Storage building Restrooms WEST Covered picnic area #1 Well House #2 Well House #3 Well House Library Cop Shop **** ADDITION LISTED BELOW Walnut Street Pump House Building  Remove and replace existing shingles and replace with 30 year laminated shingle. Includes gutter replacement on the cop shop and library. Includes all materials, disposal fees and permits. All work will be performed underneath city building code.	1	37,983.00	37,983.00
<b>Roofing</b> Replace Rotten Sheeting --Per SQ--	6	189.99	1,139.94

BALANCE DUE

**\$39,122.94**



Invoice

August 28, 2023  
 Project No: R230797.00  
 Invoice No: 143912  
 Invoice Amount: 10,463.00

Brent Gascho  
 City of Wood River  
 108 W. 10th Street  
 PO Box 8  
 Wood River, NE 68883

Project Manager Matt Kalin

Project R230797.00 Wood River 2023 Electric System Improvements

**Professional Services through August 18, 2023**

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Lump Sum Phase(s)</b>					
Preliminary Design	\$12,500.00	84%	\$10,463.00	0.00	\$10,463.00
Final Design	\$8,500.00	0%	0.00	0.00	0.00
Bidding and Negotiation	\$5,000.00	0%	0.00	0.00	0.00
Construction Services	\$10,750.00	0%	0.00	0.00	0.00
<b>Total</b>	<b>\$36,750.00</b>		<b>\$10,463.00</b>	<b>0.00</b>	<b>\$10,463.00</b>
<b>Total Amount Due Upon Receipt :</b>					<b>\$10,463.00</b>



August 21, 2023

Greg Cramer  
Mayor, Wood River  
108 W 10th Street  
PO Box 8  
Wood River, NE 68883

RE: Wood River Advance Assistance Project (Drainage Improvements)  
Progress Report for the Period ending July 31, 2023  
FHU Project Number 119362-05  
Submitted with Invoice Number **38243**

Dear Greg:

This report for the above referenced project describes progress made in the past period, any deliverables submitted, the status of the budget and schedule, and estimates progress to be made in the upcoming period. To help with the quarterly reporting and grant reimbursement requests, I am including a budget summary for each grant task, along with project management cost summary and detail as requested by NEMA. Also included is Invoice No. 38243 in the amount of **\$10,629.32** with a total billed-to-date amount of **\$456,401.13** which represents approximately 83% of the original contract amount.

### **Progress This Period**

This period we worked to finalize all outstanding tasks and submit the HMGP grant application to NEMA. This included final plan refinement in-house and with W Design Associates, plotting those for submittal with the grant. We also finalized the construction cost estimate and the FEMA Benefit Cost Analysis (BCA), the Alternatives Analysis, and Environmental & Historic Property coordination. Coordination with SHPO involved obtaining a letter of concurrence that there would be no impacts to historic/cultural resources from the project.

Public involvement was also completed this period, including finalizing the project information documents to be mailed to Wood River residents, in both English and Spanish. Those were printed and mailed on July 20<sup>th</sup>, 2023. In addition, coordination for advertising the project legal notice, also in English and Spanish, was done so it would be printed in the Shelton Clipper, also on July 20<sup>th</sup>, 2023.

Considerable time and effort went to obtaining and final completion of all required forms for submittal in addition to the actual grant application document. The entire submittal included:

- The HMGP application document
- Signed application signature page
- City letter of assurance, signed
- NEMA Authorized Representative Designation, signed
- Maintenance agreement page, signed
- Flood Control Project Worksheet
- NEMA Supplication Checklist – Flood Control
- Project Budget

- Attachments
  - Project photos of all 5 locations
  - Maps – location, inundation maps, vegetation disturbance maps, floodplain maps, USGS topography maps
  - Environmental and Historic Properties Documents – SHPO concurrence, NGPC correspondence
  - Budget supporting documents – construction cost estimate
  - BCA
    - FEMA BCA Toolkit
    - BCA narrative
    - Inundation figures
  - Additional supporting documents
    - Letter of support from Hall County Floodplain Administrator
    - Hall County FIS excerpts
    - July 2022 Wood River Drainage Improvement Plan Report
    - Local Hazard Mitigation Plan and Wood River adoption resolution
    - NDOT coordination emails
    - USACE 2020 Wood River Watershed Study
    - Wood River Drainage Improvement Plans – 90%

In addition to phone and email coordination with NEMA, we met in person to review the application package and note any final needs.

Other project management tasks again included coordination with NEMA on grant management and the budget tracking, along with their recommendation that a Building Resilient Infrastructure in Communities (BRIC) grant application be submitted in addition to the HMGP.

#### **Deliverables this Pay Period**

Submittals included the entire grant package as noted in the progress section above. This was completed July 17, 2023.

#### **Meetings**

As mentioned, we met with the NEMA team on July 13<sup>th</sup>, 2023, to review the application package and note any needs prior to submittal for review.

#### **Anticipated Progress in the Next Period**

In the next period we will work to submit a budget amendment to re-allocate remaining grant funds in order to complete a BRIC application for submittal. I am hopeful we will get approval for that and be able to start the BRIC application. NEMA indicates we will also need a milestone extension to do that, since the HMA application was due 7/19/2023.

August 21, 2023  
City of Wood River  
Advance Assistance Project (Drainage Improvements)  
Page 3

I also anticipate we will receive NEMA's official review of the HMGP application and may have to respond to any comments they provide. I anticipate we will need to be in touch for coordination, signatures, or input on some of these items.

**Budget and Schedule Status**

As noted above, at the end of this period we are 83% through the budget for the work on the Advance Assistance (Drainage Improvements) project. We have submitted the deliverables and I believe we have adequate remaining funds to complete the BRIC grant, cover last invoices from W Design, and coordinate/respond to NEMA comments. I am hopeful that the BRIC grant increases the chances of successful funding of this project.

As you know, Greg, we are grateful for the opportunity to work with you. If you have any questions regarding this progress report, please feel free to contact me at 402-438-7530 or [jodi.kocher@fhueng.com](mailto:jodi.kocher@fhueng.com).

Sincerely,

**FELSBURG HOLT & ULLEVIG**



Jodi E. Kocher, PE  
Sr. Water Resources Engineer

Enclosures