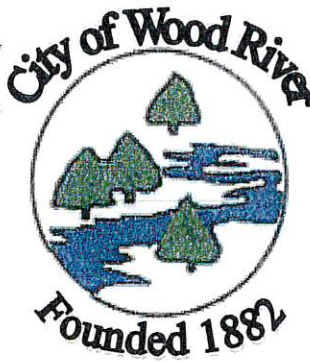




108 W. 10th Street
PO Box 8
Wood River, NE 68883



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

REGULAR CITY COUNCIL MEETING
AGENDA

2023 December 5

TIME: 7:00 PM

BILL READERS: ROTTER & 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: November 21, 2023

Pages 1-2

VI. Disbursements \$42,041.03

Page 3

VI. Checks not on the list \$119,171.23

VI. Automatic payments



1. Sunlife Financial \$161.00
2. Blue Cross Blue Shield \$5447.37
3. Lincoln Financial Group \$495.12
4. Redwing Software \$51.94
5. Ameritas \$59.16
6. Clearly \$355.01

VII. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

Resolution 2023-199 A Resolution authorizing Mayor Cramer to sign the Year-End Certification of City Street Superintendent 2023.

Page 4

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. MAYOR CRAMER discuss/approve appointments for the 2023/2024 year:
 - a. Street Superintendent: Steven W. Wolford (S-1249 Class A)
 - b. City Engineer: Steven W. Wolford (S-1249 Class A)
 - c. City Clerk: Ashley Manning
 - d. City Treasurer: Christina Wemhoff
 - e. City Attorney: Drew Graham

2. SHERIFF'S report for the month of November 2023.

Handout

3. MAYOR CRAMER discuss/approve bids received for excess property.

Handout

4. VERONICA KAUFMAN discuss/approve annual review for Cherie Smith.

Handout

5. JOCELYN RAUERT/CASSIE LECHTENBERG discuss/approve pool operations and pay scale for 2024.

6. GREG CRAMER discuss/approve amending RBDG RLF plan match requirement. Pages 5-12

7. MAYOR CRAMER discuss/approve 2024 pay scale. Pages 13-14

8. MAYOR CRAMER discuss/approve setting new hours for Senior Center Director.

9. MAYOR CRAMER discuss/approve retroactive pay raises.

10. MAYOR CRAMER discuss Dodd Street Sewer project.

11. MAYOR CRAMER discuss/approve contract documents prepared by JEO for the Senior Center project. Handout

12. MAYOR CRAMER discuss/approve payment to Felsburg Holt Ullevig (Invoice 39348) in the amount of \$7,681.25 for Advance Assistance project work. Pages 15-16

13. MAYOR CRAMER discuss/approve payment to JEO (Invoice 146100) in the amount of \$6,450.00 for 2023 Electric System Improvement project. Page 17

14. MAYOR CRAMER discuss/approve payment to W Design (Invoice HE23-0376) in the amount of \$13,939.25 for work completed on the Dodd Street Sanitary Sewer project. Page 18

15. MAYOR CRAMER discuss/approve payment to IES (Invoice 542032019-01) in the amount of \$16,000 for stored materials for the ball field lighting projects. Page 19

16. MAYOR CRAMER discuss/approve annual review for Chad Shuda. Handout

VIII. COUNCIL REMARKS:

IX. MAYOR'S REMARKS:

X. DEPARTMENTS REMARKS:

XI. ATTORNEY REMARKS

XII. NEXT REGULAR MEETINGS SCHEDULES ARE AS FOLLOWS:

December 19 | January 2 | January 16

Official
City Council Minutes
City of Wood River, Nebraska
Regular Meeting
November 21, 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. 10th St, on November 21, 2023. Notice of the time and place of the meeting was given in advance thereof by publicized notice on November 15, 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: Nielsen, Rennau, Rotter, Klingsporn, and Thompson.

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

Public Present: Cindy Schellpeper; Dewey Heminger; Jason Boyd.

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:

November 7, 2023, Regular Meeting Minutes.

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

Disbursements totaling: **\$38,034.56**

Checks not on list: **\$12,838.95**

Wire(s): **\$140,172.50**

Sales Tax Paid: **\$9,940.37**

Pool Sales Tax Paid: **\$247.69**

Payroll: **\$41,335.58**

Payroll Tax: **\$8,820.83**

Retirement: **\$2,911.48**

Public Comment: Cindy Schellpeper was present to bring to Council's attention her concerns regarding ambulance billing, record keeping, and disclosure of personal health information. She also expressed her disappointment with the fire/ambulance department, City staff, and Mayor. Mayor Cramer stated that he would look into the concerns that she mentioned.

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

Jason Boyd presented Council with employee health insurance renewal options. There is no increase in cost for the dental, LTD, life, vision, and PPO health plans. There is less than 1% increase on the HSA renewal plan. **Nielsen** motioned to approve the insurance renewals as presented: BCBS Chamber Choice CPG24 and BCBS HSA Chamber Choice CHF24. Motion seconded by **Rotter**. Motion carried 5/0. Rodriguez absent.

Brent Gascho offered an update on the lift station/sewer project. Working on getting it set, will need an extension to barrel. Did get the electrical panel set, just needing conduit trenched. Services are tied in to pit. Cramer mentioned that the City still needs to work with Packers to get the permanent easements completed.

Rotter motioned to approve obligating the remaining Cares Act funds in the amount of \$128,621.13 to adding a shelter structure inside of the Legacy Station building. Motion seconded by **Rennau**. Motion carried 5/0. Rodriguez absent.

Mayor Cramer discussed the need to put together a temporary trailer/RV parking permit system. Nielsen mentioned also needing to figure out an enforceable solution for parking RVs, boats, etc. on the streets during the summer.

Mayor Cramer discussed combining the City Clerk and City Treasurer pay scales. **Rotter** motioned to approve moving Ashley Manning to the current Clerk/Treasurer pay scale and removing the pay scale named City Clerk beginning January 1, 2024 at her current step - 5. Motion seconded by **Nielsen**. Motion carried 5/0. Rodriguez absent.

Council discussed the COLA rate of 3.2% provided by the SSA for 2024. **Nielsen** motioned to approve a 3.2% increase for the City pay scales beginning January 1, 2024. Motion seconded by **Rotter**. Motion carried 5/0. Rodriguez absent.

Nielsen motioned to approve payment to Nebraska Generator in the amount of \$54,271.22 for invoices 13642 & 13641. Motion seconded by **Rotter**. Motion carried 5/0. Rodriguez absent.

Rotter motioned to approve payment to SCEDD (Invoice 1646) in the amount of \$650.00 for general administrative services for project CDBG # 22-PW-009. Motion seconded by **Rennau**. Motion carried 5/0. Rodriguez absent.

Rennau motioned to approve draw request # 2 in the amount of \$650.00 for project CDBG # 22-PW-009. Motion seconded by **Rotter**. Motion carried 5/0. Rodriguez absent.

Nielsen motioned to approve payment to SCEDD (Invoice 1651) in the amount of \$4,024.17 for grant administrative services for project CDBG # 19-EM-003. Motion seconded by **Rennau**. Motion carried 5/0. Rodriguez absent.

Thompson motioned to approve draw request # 15 in the amount of \$4,024.17 for project CDBG # 19-EM-003. Motion carried 5/0. Rodriguez absent.

Rotter motioned to approve Zane Strode's annual review and move him to step 4 at a new rate of \$21.54 per hour. Motion seconded by **Nielsen**. Motion carried 5/0. Rodriguez absent.

Christina Wemhoff presented the Treasurer's report for October 2023.

Department Remarks:

Manning: (1) Putting together the meeting schedule for 2024. The first November meeting should fall on Election Day, the Community Center is used as a polling place. Asked Council if they'd rather move the meetings to the 12th and the 26th. Council agreed. (2) Kila has been going to the Senior Center at 8:30 to start the coffee for the day. She'd like to start clocking in for that extra half hour. Will put as an agenda item at the next meeting.

Gascho: (1) New generators were started and ran today. They tested well and services were transferred over. Do still need anchored. (2) Will have a repair expense coming up for the old Fire Station building - bricks are falling out of the wall. The building inspector stopped by and talked to us about it. (3) City needs to start thinking about a new sewer plant. Wheels are being phased out and the ammonia regulations are being tightened. Options would be a lagoon or activated sludge agitator. City will need to acquire about 60 acres of land. (4) Will not be at the next meeting.

Council Remarks:

None.

Mayor Remarks:

(1) There was a water outage at the ethanol plant on Monday. Their wells were down and were using our water source which strains our system. While that was happening, there was a power outage that took out our wells. Utilities Department did get it all back up. The water tower was down about 10' but is going back up now. (2) Will check in occasionally at the Fire Department.

As there was no further business to come before this session of the Council, Council member **Nielsen** made the motion to adjourn at 8:17 p.m. Motion seconded by **Thompson**.

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

Greg Cramer, Mayor

Ashley Manning, City Clerk

CLAIMS

12/5/2023

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

EAKES	OE	174.76
HOMETOWN LEASING	OE	44.71
CAPITAL BUSINESS	SE	454.86
MIDWEST AUTOMATIC	SE	275.00
SVEHLA LAW	SE	650.00

Street Fund

MIDWEST SERVICE	RP	1860.00
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Sewer Fund

SIMON WAGONER	SE	4425.00
MENARDS	SU	277.94
HACH	SU	5586.49

Fire Fund

NATIONWIDE	IT	100.00
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Park Fund

CHAD GIDEON	SU	3365.00
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Electric Fund

USPS	DM	310.00
POWER MANAGER	OE	2808.33
CRESCENT ELECTRIC	SU	65.33
SPPD	UE	9.74

Police Fund

HALL CO SHERIFF	SE	7950.80
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Senior Center Fund

STICK CREEK KIDS	SU	1264.00
DENNIS WAGONER	RE	245.63

Pool Fund

KELLY SUPPLY	SU	363.01
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Variety Fund

VILLAGE UNIFORM	SE	203.13
VERIZON	UE	175.74
STRONG WINDOW	SE	275.00
PRESTO-X	SE	186.45
GREAT PLAINS COMM	UE	538.65
CARDMEMBER SERVICES	MI	2106.44
ARNOLD MOTOR	SU	258.41
JELINEK	SU	85.23
BLACK HILLS	UE	542.85
HEARTLAND DISP	SE	343.97
CWR	UE	7094.56

REVIEWED BY:

COUNCILPERSON

TOTAL DISB.	\$	42,041.03
CHECKS NOT ON LIST	\$	119,171.23
	\$	161,212.26

Checks not on list

37693 NEBR GENERATOR	54271.22
37694 SCEDD	650.00
37695 SCEDD	4024.17
37696 WR VISION	60000.00
37697 USPS	225.84

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2023.**

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2023

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

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

City Council/Village Board Members

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

Attest:

(Signature of Clerk)

Revolving Loan Fund Plan

Rural Business Development Grant Application

City of Wood River, Nebraska

The **City of Wood River** (hereinafter called “grantee”) Revolving Loan Fund (RLF) shall be operated under the guidance of the following RLF plan. **This RLF Plan will not be amended or changed without prior written concurrence from Rural Development (grantor), an Agency of the USDA.**

USE OF GRANT FUNDS:

Grant funds received by the grantee through the Rural Business Development Grant (RBDG) program will be used to establish a RLF. The RLF will be used to provide financial assistance to small and emerging private business enterprises within the guidelines of this RLF plan and the regulations set forth in RD Instruction 4280 Subpart E.

POLICY STATEMENTS:

- The grantee seeks to minimize its RLF’s financial participation in all projects. The RLF is not intended to compete with other public and private lenders. The grantee will collaborate with other lenders to provide the financial package necessary to advance the project, but at the same time to minimize the RLF financing component.
- The grantee’s City Council is the sole authority for approval or denial of loans from the RLF and is responsible for all decisions and actions of the RLF. The RLF will be operated and maintained solely by the grantee.
- To avoid potential conflicts of interest, or the appearance of a conflict of interest, a loan will not be made to any Council member, loan review committee member, officer, general manager, or supervisory employee of the grantee or close relative thereof, or to any subsidiary or affiliated organization in which the grantee has a financial interest.
- Amendments to this RLF Plan will require the approval of the grantee’s City Council. However, **no action will be taken to amend this plan without the prior written approval of USDA Rural Development, its successors or assigns.**
- The grantee is an equal opportunity lender and requires Ultimate Recipients to adhere to all equal opportunity laws.
- All information regarding RLF loan requests will at all times be kept confidential by the members of the grantee’s City Council, the loan review committee, and staff. If necessary, the RLF may seek the advice and counsel of outside consultants and sources in order to adequately perform due diligence regarding the project.

REVOLVING LOAN FUND MANAGEMENT:

Administration of the Revolving Loan Fund:

The management of the RLF will be the responsibility of, Christina Wemhoff, City Treasurer, a member of the grantee’s staff, in addition to their regular responsibilities, although other community resources may be used. If third party contracts are used for administration, review and approval of contracts by USDA Rural Development is required.

Loan Review Committee:

The grantee’s City Council has appointed a Revolving Loan Fund Committee (RLFC), consisting of both business and community leaders, to review all RLF loan applications. The RLFC will perform necessary credit analysis and due diligence in order to make a written recommendation to the grantee’s City Council, which has the final authority regarding all actions of the RLF. The RLFC will meet on an as needed basis under the terms of the application procedures listed below.

The RLFC serves on a volunteer basis. The RLFC will have a minimum of 3 members and a maximum of 7 members. If a member of the RLFC has a financial interest in the project being reviewed, he/she will abstain from the loan review/recommendation to the grantee’s City Council. Members of the RLFC will serve indefinite terms. However, the grantee’s City Council has the right to replace members of the RLFC in the event of resignation or other necessary circumstances.

The LRFC members were chosen, in part, because of their experience with lending and/or economic and community development projects. Initial members of the RLFC are:

Name	Company	Title	Years of Experience
Jim Rennau	Heritage Bank	Senior Loan Officer	42
Chris Stewart	Bangs & Stewart CPA’s LLC	Partner	21
Kurt Koeppe	Ry-Max Farms	Owner	20
Austin Geis	Heritage Bank	Relationship Manager	2
Curtis Rohrich	Rohrich Farms	Owner	37
Nick Rennau	Dakota MAC	Loan Production Officer	11

A current and up to date roster of the members of the RLFC will be attached to this RLF Plan as new members are appointed. **These committee appointments do not reflect an amendment to the RLF Plan and therefore do not have to be approved by USDA Rural Development.**

REVOLVING LOAN FUND GUIDELINES:

Eligible Applicants (hereinafter called “Ultimate Recipient”) include:

- I. Corporations
- II. Limited Liability Companies
- III. Partnerships
- IV. Sole Proprietorships

Planned projects to be financed may include but not limited to:

- I. Ultimate Recipients (UR)/Projects to be assisted by the RLF program must be physically located within the Service Area of the grantee. On a case-by-case basis, the grantee's City Council may waive this requirement and provide loan funds to a business located outside the Service Area of the grantee if the City Council determines doing so will have a positive economic impact on the community to be assisted with the RLF funds and written approval has been granted by USDA Rural Development.
- II. Acquisition and development of land, easements, and rights-of-way.
- III. Construction, conversion, enlargement, repairs or modernization of buildings (including façade repairs), plants, machinery, equipment, access streets and roads, parking areas, utilities, and pollution control and abatement facilities.
- IV. Loans for startup operating cost and working capital.
- V. Technical assistance for private business enterprises.

Minimum / Maximum Loan Amounts:

The minimum RLF loan will be **\$2,000** and the maximum RLF Loan will be **\$75,000**. Care shall be taken to prevent a concentration of credit to any one business such that, should it not succeed, the loan loss threatens the sustainability of the RLF.

Supplemental Financing Requirements:

RLF projects must include a minimum of **20%** funding from other sources. Greater leveraging of outside resources will enhance the approvability of an RLF loan request.

Interest Rate:

Interest rates on all RLF loans will not exceed **3%** over the prevailing prime rate as published in the Wall Street Journal on the day of loan closing and will be determined based on the evaluation of the UR's ability to repay and the necessity of below market financing to advance the project. Interest earned on any RLF loan must stay in the fund for use in making additional RLF loans.

Administration Fee:

In addition to the interest rate charged, an annual loan servicing fee of up to 1% of the unpaid principal loan balance may be charged for loan administration. However, this fee must be specified in the Loan Agreement signed at closing.

Closing Costs / "Out of Pocket" Expenses:

The RLF may charge URs for loan closing costs, attorney's fees, filing fees, etc., as necessary to complete loan documentation. All loan fees will be addressed in the Loan Agreement between the RLF and the UR.

Loan Terms:

The term of an RLF loan shall not exceed **5** years, and may be less than **1** year as determined by the grantee's City Council or RLFC.

The RLFC will make a recommendation concerning the rates and terms of the loan, the payment frequency (monthly, quarterly, etc.) depending upon the project need, the expected life of the security, and the applicant's ability to repay. The term of the loan will not exceed the expected life of the asset being used as collateral.

While not mandatory requirements, the following maturities will be used as a general guideline:

Building/Real Estate	5 years with renewal and repricing at maturity considered with approved credit if financing cannot be obtained elsewhere and all RLF conditions are met
Equipment	1 to 5 years or useful life of the equipment; whichever is less
Working Capital	1 year

The grantee's City Council will make the final determination of the rates and terms of the loan and the payment frequency. The grantee's City Council can decide in the loan will be amortized over the above guidelines; however, term will not exceed the expected life of the asset being used as collateral.

Security / Collateral:

The grantee and RLFC will work with the potential UR to obtain security that is adequate for the term of the loan. The nature of the collateral pledged shall be determined by the RLFC on a project-by-project basis. If the same collateral is used in joint financing, the grantee will seek a parity position with other lenders. Types of security may include but are not limited to:

- I. Mortgage Lien on Real Property;
- II. Machinery and equipment which have a developed market;
- III. Letter(s) of credit from acceptable financial institution(s);
- IV. Securities issued by the Federal government or its agencies;
- V. Accounts receivable and inventory for short-term loans.

The UR will be required to adhere to the following insurance requirements:

- i. Hazard insurance with a standard mortgage clause naming the grantee as beneficiary will be required by the grantee on every UR project funded from the RBDG RLF in an amount that is at least the lesser of the depreciated replacement value of the property being insured or the amount of the loan. Hazard insurance includes fire, windstorm, lightning, hail, business interruption, explosion, riot, civil commotion, aircraft, vehicle, marine, smoke, builder's risk, public liability, property damage, flood, or any other hazard insurance that may be required to protect the security.
- ii. Ordinarily, life insurance, which may be decreasing term insurance, is required for the principals and key employees of the UR funded from the RBDG RLF and will be assigned or pledged to the grantee. A schedule of life insurance available for the benefit of the loan will be included as part of the application.
- iii. Workmen's compensation insurance on URs is required in accordance with the State law.
- iv. Flood insurance. The grantee is responsible for determining if an UR's project funded from the RBDG RLF is located in a special flood or mudslide hazard area. If the UR's project is in a flood area, then flood insurance must be provided in accordance with subpart B of part 1806 of RD Instruction 426.2.

Personal guarantees from partners, directors or majority stockholders may be required for all corporate or partnership borrowings. Co-signors may be required for sole proprietorship borrowings.

Other Criteria:

- I. There must be evidence presented by the UR, at the time of application, that indicates the RLF loan is necessary to make the proposed project feasible.
- II. RLF loan funds will not be used to pay off any previous debt. Refinancing of construction financing is an exception to this rule.
- III. If the UR relocates outside of the Service Area of the grantee, the grantee's City Council may require immediate pay off of the loan.
- IV. The grantee and/or LRFC may require written feasibility studies, business plans, market studies, etc. as appropriate per business and project type.

Limitations on loans from the RLF:

- I. RLF funds will not be used to produce agriculture products through growing, cultivation, and harvesting either directly or through horizontally integrated livestock operations except for commercial nurseries, timber operations, or limited agricultural production related to technical assistance projects.

- II. RLF funds will not be used to finance comprehensive area-wide type planning. This does not preclude the use of grant funds for planning for a given project.
- III. RLF funds will not be used to fund a part of a project which is dependent on other funding unless there is a firm commitment of the other funding to ensure completion of the project.
- IV. Loans will not be made unless there is a reasonable prospect that the applicant **meets the definition of "small and emerging private business enterprises" defined as "any private business that will employ 50 or fewer new employees and has less than \$1 million in projected gross revenues."** If the grantor changes its definition of small and emerging business as defined by the RBDG regulations, the grantee reserves the right to utilize the amended definition without further approval from the grantor.
- V. At least 51 percent of the outstanding interest in the UR, at the time of application, must be owned by those who are either citizens of the United States or reside in the United States after being legally admitted for permanent residence.
- VI. Applications to any City Council member, loan review committee member, officer, general manager, or supervisory employee of the grantee or close relative thereof, or to any subsidiary or affiliated organization in which the grantee has a financial interest shall be ineligible for funding.

APPLICATION PROCEDURES:

All applicants for funding from the RLF will be required to complete an application form and provide verifiable data which demonstrates that their proposed project is economically feasible, sustainable, and will provide benefits to rural areas, either through job creation or job retention. Additional documents may be required based on LRC review. **A copy of the application which includes a list of supporting information is attached to this plan.**

- I. Applications will be accepted for review continually. Applicants who choose to apply in times when inadequate funds exist for extending a loan will be informed of the lack of funds.
- II. Applications will be accepted at the grantee's office during normal business hours. The grantees office is located at 108 W 10th Street, Wood River NE, 68883.
- III. **The Mayor or Council President** of the grantee will review applications for completeness and present complete applications to the RLFC. An application is not considered complete until all required information has been submitted to the grantee as listed on the attached application.
- IV. The RLFC will analyze each project and make a written recommendation to the grantee's City Council.

- V. The grantee's City Council will normally review RLF applications at their scheduled monthly council meetings. However, if needed and at the Council's option, the Council may call a special meeting to review a loan application.
- VI. For approved loans, a loan agreement addressing all of the terms and conditions, including monitoring procedures, repayments, delinquencies, defaults and remedies for that project will be prepared by the grantee. In addition, the grantee shall have prepared all notes, mortgages, security agreements, UCC filings and other legal documents necessary to close the loan. The grantee will use appropriate note, mortgage, and other forms which are approved by the State of Nebraska Bar Association.
- VII. Before RLF funds can be disbursed to the UR, all requirements and terms of the loan agreement must be met and supplemental financing, as applicable, must be verified and contributed or verified and ready to contribute to the project.

Review Criteria:

The basis for determining the eligibility/approvability, loan amount, interest rate, and terms and conditions of a RLF request, and general RLF operational procedures, are as follows:

The grantee's City Council will consider the recommendation of the RLFC. The RLFC recommendation will include, documentation the financial need of the project, the probability of success, the security offered, the rates and terms, and the overall benefits of the project to rural areas, including the number of jobs to be created or retained, diversification of the economy, the extent of the upgrading of the skills of the rural workforce, the quality of the jobs in terms of pay scale and benefit package. The grantee's City Council shall then have the final authority to approve or deny the RLF loan requests, and to determine the appropriate terms and conditions.

The UR will be notified in writing of the decision made on the loan application. If a negative reply is sent an explanation of the reason(s) why the project will not be funded will be included in the notification. If appropriate referrals may be suggested for such assistance as a business plan or credit counseling.

Loan Monitoring:

The grantee shall monitor all RLF loans to ensure that loan proceeds are spent as identified in the RLF application, that all other sources of financing have been committed to the project, and that the benefits of the project, such as job creation, are accomplished as stated in the RLF application. The grantee shall ensure that RLF lien positions and loan collateral are secure.

An annual review and report of the outstanding loans of the RLF, including job creation/retention totals, will be compiled by the RLFC for presentation to the grantee's City Council.

Collection Procedures:

The RLFC is charged with the responsibility for loan collections and related workouts, collection of charged-off loans, management and disposal of other real estate owned and any other activities related to delinquent accounts.

As part of this responsibility, the grantee's Mayor shall have authority to initiate foreclosures, and collection suits after consultation with the grantee's legal counsel. The grantee's Mayor will advise the grantee's City Council of such action at their next regular meeting.

- I. Past due notices will be generated and sent to the UR according to the following schedule:
 - a. First notice sent on the 10th day after a note or payment is due.
 - b. Second notice sent on the 20th day after a note or payment is due.
- II. If the UR becomes 30 days delinquent, the grantee's Mayor will make phone contact with the UR to inquire about the situation and arrange appropriate corrective action in consultation with the RLFC.
 - a. As a prudent lender and at the grantee's sole discretion, a one-time corrective action/workout of a delinquent account is permitted.
 - b. As part of the workout, loan terms may be modified by deferral and reamortization. However, the term of the modified loan cannot exceed the useful life of the collateral or the maximum terms under loan guidelines stated above from the date of the original loan closing.
- III. If the UR is not taking steps to cure default and the account becomes 60 days delinquent, a written 30-day Notice to Cure will be issued and sent to the UR via certified, first-class mail with a return receipt requested.
- IV. If the UR does not respond to the Notice to Cure by paying the amount stated in the cure notice, the file will be forwarded to grantee's legal counsel to start foreclosure actions.

File Retention:

All UR RLF files will be retained for a period of not less than 3 full years after the loan has been paid in full. After 3 years, the files will be destroyed by shredding or incineration. Files will be secured in a locked, safe place and access will be limited to grantee's staff with RLF responsibilities. Other security measures will be initiated as needed to protect confidentiality of loan documents.

This Revolving Loan Fund Plan is submitted by the grantee. Upon approval by USDA Rural Development, the grantee agrees that no changes will be made to the Revolving Loan Fund Plan without prior written approval by USDA Rural Development.

City of Wood River (GRANTEE)

By: _____ Mayor _____ 12/05/2023
(Signature) (Title) (Date)

Wood River City Employee Wage Scale - January 2024

Clerk/Treasurer

Steps	2024
1	\$ 23.47
2	\$ 24.18
3	\$ 24.90
4	\$ 25.65
5	\$ 26.42
6	\$ 27.21

Library/Senior Center Director

Steps	2024
1	\$ 16.99
2	\$ 17.48
3	\$ 18.02
4	\$ 18.51
5	\$ 19.06
6	\$ 19.61

Library Assistant

Steps	2024
1	\$ 12.21
2	\$ 12.58
3	\$ 12.95
4	\$ 13.34
5	\$ 13.74
6	\$ 14.15

Utility Superintendent

Steps	2024
1	\$ 28.69
2	\$ 29.55
3	\$ 30.43
4	\$ 31.35
5	\$ 32.29
6	\$ 33.26

Utility Worker 1

Steps	2024
1	\$ 20.35
2	\$ 20.96
3	\$ 21.59
4	\$ 22.22
5	\$ 22.91
6	\$ 23.58

Utility Worker 2

Steps	2024
1	\$ 23.69
2	\$ 24.39
3	\$ 25.13
4	\$ 25.89
5	\$ 26.67
6	\$ 27.47

Park Laborer

Steps	2024
1	\$ 12.79
2	\$ 13.18
3	\$ 13.57
4	\$ 13.98
5	\$ 14.39
6	\$ 14.82

Wood River City Employee Wage Scale - January 2023

Manager

Year	2023
1	\$ 18.50
2	\$ 18.75
3	\$ 19.00
4	\$ 19.25
5	\$ 19.50
6	\$ 19.75

Assistant Manager

Year	2023
1	\$ 15.00
2	\$ 15.25
3	\$ 15.50
4	\$ 15.75
5	\$ 16.00
6	\$ 16.25

Lifeguard

Year	2023
1	\$ 12.50
2	\$ 12.75
3	\$ 13.00
4	\$ 13.25
5	\$ 13.50
6	\$ 13.75

Concessions

Year	2023
1	\$ 10.50
2	\$ 10.75
3	\$ 11.00
4	\$ 11.25
5	\$ 11.50
6	\$ 11.75

Each employee is eligible to receive a \$.25 per hour increase for each consecutive year they work in that position.



November 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 September 30, 2023
FHU Project Number 119362-05
Submitted with Invoice Number **39348**

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. 39348 in the amount of **\$7,681.25** with a total billed-to-date amount of **\$483,841.93** which represents approximately 85% of the original contract amount.

Progress This Period

Work this period consisted of minor final edits for plan printing and transmitting, coordinating budget amendment approval documents and the milestone extension letter, further documentation/receiving the “no impact” concurrence from the Corps of Engineers, reviewing the potential for an FMA grant application through NeDNR, and working through online application access issues for the Building Resilient Infrastructure in Communities (BRIC) grant. We have been unable to successfully access the grant application through FEMA GO online and are continuing to work through that.

Additional project management work this period involved grant budget tracking and documentation.

Deliverables this Pay Period

N/A

Meetings

N/A

Anticipated Progress in the Next Period

I anticipate time in the next period will involve work on the BRIC application and milestone extension. We will need to resolve the online application access issue we are experiencing before we can make significant progress. We will continue to push for that.

Budget and Schedule Status

As noted above, at the end of this period we are 85% through the budget for the work on the Advance Assistance (Drainage Improvements) project. If we can successfully get access to the FEMA GO online application, I still hope to meet the 12/15/2023 date for submittal of the BRIC grant document.

November 21, 2023
City of Wood River
Advance Assistance Project (Drainage Improvements)
Page 2

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.

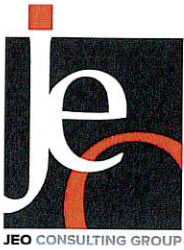
Sincerely,

FELSBURG HOLT & ULLEVIG

A handwritten signature in blue ink that reads "Jodi E. Kocher". The signature is written in a cursive style with a large initial "J" and "K".

Jodi E. Kocher, PE
Sr. Water Resources Engineer

Enclosures



Invoice

November 22, 2023
Project No: R230797.00
Invoice No: 146100
Invoice Amount: 6,450.00

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 November 17, 2023

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Preliminary Design	\$12,500.00	100%	\$12,500.00	\$12,500.00	0.00
Final Design	\$8,500.00	100%	\$8,500.00	\$2,550.00	\$5,950.00
Bidding and Negotiation	\$5,000.00	10%	\$500.00	0.00	\$500.00
Construction Services	\$10,750.00	0%	0.00	0.00	0.00
Total	\$36,750.00		\$21,500.00	\$15,050.00	\$6,450.00
Total Amount Due Upon Receipt :					\$6,450.00



November 16, 2023

Mr. Greg Cramer
City of Wood River
P. O. Box 8
Wood River, NE 68883

Project #918D-23
Invoice # HE23-0376

INVOICE

Professional Engineering Services -
Dodd Street Sanitary Sewer and Lift Station
Per Letter of Authorization dated July 25, 2023

Billing Period: July 25, 2023 through October 31, 2023

Sr. Professional Engineer	28.75	Hrs.	@	\$120.00	/Hr.	\$ 3,450.00
Engineer	95.25	Hrs.	@	\$105.00	/Hr.	\$ 10,001.25
Technician	1.75	Hrs.	@	\$75.00	/Hr.	\$ 131.25
Secretary	4.50	Hrs.	@	\$62.50	/Hr.	\$ 281.25
CAD	0.00	Hrs.	@	\$25.00	/Hr.	\$ -
Mileage	100.00	Mi.	@	\$0.70	/Mi.	\$ 70.00
Postage (at cost)						\$ 5.50

Total Amount Now Due \$ 13,939.25

Thank You!

REMIT TO:

W Design Associates, Inc.
P.O. Box 99
McCook, NE 69001

IES COMMERCIAL INC
P.O. BOX 27
HOLDREGE, NE 68949
(308) 995-4462

INVOICE

AN EQUAL OPPORTUNITY/
AFFIRMATIVE ACTION EMPLOYER

<u>DATE</u>	<u>INVOICE NUMBER</u>
November 29, 2023	542032019-01

TO:
CITY OF WOOD RIVER
108 W 10TH ST
WOOD RIVER, NE 68883

TERMS: NET DUE UPON RECEIPT OF INVOICE

REMIT FROM THIS INVOICE
NO STATEMENT WILL BE SENT

ATTN: clerkcwr@woodriverne.com

<u>LINE</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
1	STORED MATERIALS	\$ 16,000.00

TOTAL DUE: \$ 16,000.00