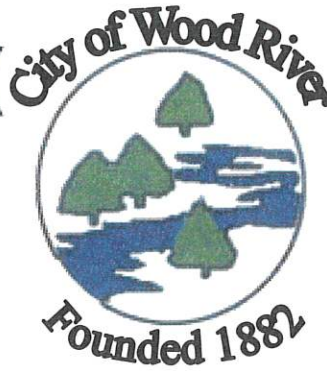


*A Proud Past*

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



*A Promising Future*

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

REGULAR CITY COUNCIL MEETING  
AGENDA

2024 February 6

TIME: 7:00 PM

BILL READERS: NIELSEN & THOMPSON  
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: January 16, 2024

VI. Disbursements \$64,873.09

VI. Checks not on the list \$227.36

VI. Automatic payments

Pages 1-2

Page 3



1. Sunlife Financial \$169.52
2. Blue Cross Blue Shield \$5,968.65
3. Lincoln Financial Group \$548.79
4. Redwing Software \$15.00
5. Ameritas \$59.16
6. Zero Fee \$29.99
7. Clearfly \$354.96

SDL Request(s)

***3/16/2023 3:00pm – 1:00am / Fundraiser***		Page 4
MNO Hometown Market	Babel's Barn	
118 E 9 <sup>th</sup> St.	510 W Old Military Rd.	
Wood River, NE	Wood River, NE	

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

1. SHERIFF'S report for the month of January 2024. Pages 5-6
  
2. LEANN JOCHUM discuss/approve South Central Economic Development District, Inc. (SCEDD) professional services agreement for general administration for project # 23-TFRH-34010.(Dunn Building Conversion Project) Pages 7-14
  
3. LEANN JOCHUM discuss/approve South Central Economic Development District, Inc. (SCEDD) professional services agreement for housing management for project # 23-TFRH-34010. (Dunn Building Conversion Project) Pages 15-22
  
4. LEANN JOCHUM discuss/approve affirming the City's Fair Housing Plan. Page 23

5. LEANN JOCHUM discuss/approve authorization to request funds document. Page 24
6. VERONICA KAUFMAN discuss/approve hiring library assistant applicant. Handout
7. VERONICA KAUFMAN discuss annual library report. Handout
8. BRENT GASCHO discuss/approve moving Zane Strode to Utility Worker 2.
9. MAYOR CRAMER discuss/approve personal leave time policy. Page 25
10. JAMES THOMPSON discuss equipping new truck with a utility box.
11. BRENT GASCHO discuss/approve quotes for new pay-loader tires. Pages 26-29
12. MAYOR CRAMER discuss/approve agreement with Ensley Electrical Services for 2023 Electrical Distribution System Improvements project. Pages 30-39

13. MAYOR CRAMER discuss/approve payment to JEO (Invoice 147808) in the amount of \$1,000.00 for work completed on the 2023 Electric System Improvement project.

Page 40

14. MAYOR CRAMER discuss/approve payment to Felsburg Holt Ullevig (Invoice 39890) in the amount of \$10,112.50 for work completed on the Advance Assistance project.

Pages 41-44

**VIII. COUNCIL REMARKS:**

**IX. MAYOR'S REMARKS:**

**X. DEPARTMENTS REMARKS:**

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

February 20

|

March 5

|

March 19

Official  
City Council Minutes  
City of Wood River, Nebraska  
Regular Meeting  
January 16, 2024

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 January 16, 2024. Notice of the time and place of the meeting was given in advance thereof by publicized notice on January 10, 2024 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, Rennau, Rotter, Klingsporn, and Nielsen.  
**City Officials Present:** Ashley Manning, City Clerk; Brent Gascho, Utilities Superintendent  
**Public Present:** None.  
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:  
**January 2, 2024, Regular Meeting Minutes.**  
Disbursements reviewed this month by: **Rennau & Klingsporn**  
Disbursements totaling: **\$22,526.76**  
Checks not on list: **\$111,633.03**  
Sales Tax Paid: **\$5,640.89**  
Pool Sales Tax Paid: **\$106.60**  
Payroll: **\$33,015.00**  
Payroll Tax: **\$6,914.25**  
Retirement: **\$2,427.08**

**Public Comment:** None.

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

Mayor Cramer summarized the two bids received for asbestos abatement at the Legacy Station - 1401 East St. Bids received were ABC Abatement Company for \$31,500 + \$650 for air clearances through B2 Environmental and Great Plains Asbestos for \$51,100. **Nielsen** motioned to accept bid from ABC Abatement Company for \$31,500 + \$650 to B2 Environmental. Motion seconded by **Rotter**. Motion carried 5/0. Thompson absent.

**Rotter** motioned to approve sending Brent, Chad, Zane, and Marty to the Snowball Conference/Training in Kearney January 24-25 for a total of \$560.00. Motion seconded by **Rennau**. Motion carried 5/0. Thompson absent.

Brent Gascho discussed the progress on the storage building repairs. They got the ceiling out, moved out the hydro-vac and heater, working on demoing the rest of it. Once demoed, Greg will contact someone to come out and look at repairing the building. Brent encouraged Council to stop by and walk through it so they can better understand what all needs done.

Wemhoff absent. December Treasurer's report to be emailed to Councilmembers.

**Department Remarks:**

**Gascho:** Need to rethink downtown snow removal. Would like to get a wide blade for the pay loader to help clear downtown while the grader keeps on the streets. Maybe a blade for the back of the tractor. Will do some research.

**Council Remarks:**

**Nielsen:** Grand Island is starting to tow cars that are still parked on the street for snow removal. Asked if that was a problem for Wood River. Gascho said there are only 2 or 3, not a big problem.

**Mayor Remarks:**

Went to Omaha with Sara Arnett to meet with a company looking at coming to Wood River to the Industrial area. It is a large company that makes plastic from dextrose. Ethanol plant would have to expand to add a new process to produce dextrose. Could be a very large project.

As there was no further business to come before this session of the Council, Council member **Nielsen** made the motion to adjourn at 7:14 p.m. Motion seconded by **Rotter**.  
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

2/6/2024

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**

K-T HEATING	RP	8012.64
CAPITAL BUSINESS	SE	454.86
HOMETOWN LEASING	SE	44.71
LINCOLN JOURNAL	SE	25.60

**Street Fund**

NMC	SU	16.05
FASTENAL	SU	70.01
ARNOLD MOTOR	SU	192.30
CM CONSTRUCTION	SE	10000.00

**Sewer Fund**

STARNET TECH	SE	240.00
PLATTE VALLEY LAB	SE	270.00
MOTION IND	SU	2414.99

**Fire Fund**

WRVFD	RP	840.00
FELD FIRE	RP	1795.77

**Electric Fund**

CENTRAL STATES	DM	850.00
WESCO	SU	1985.75
WAPA	UE	1949.76
SPPD	UE	9.74
ONE CALL CONCEPTS	SE	5.98
LOUP VALLEY LIGHTING	SU	351.00

**Water Fund**

DOWNEY DRILLING	SE	1755.00
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**Police Fund**

HALL COUNTY SHERIFF	SE	7950.80
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**Senior Center Fund**

DENNIS WAGONER	RE	371.18
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**Game & Parks Fund**

NEBRASKA GAME & PARK	DM	158.00
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**Variety Fund**

USBANK	MI	2611.83
BLACK HILLS	UE	1330.93
VERIZON	SE	175.74
VILLAGE UNIFORM	SE	301.68
MENARDS	SU	59.86
STRONG WINDOW	SE	275.00
PRESTO-X	SE	373.37
WDESIGNS	SE	1634.18
HEARTLAND DISP	SE	1214.60
GREAT PLAINS COMM	UE	538.65
CARDMEMBER SERVICES	MI	2434.79
INLAND TRUCK	RP	2212.25
CWR	UE	8196.07
LOOP	SE	3750.00

TOTAL DISB.	\$	64,873.09
CHECKS NOT ON LIST	\$	227.36
	\$	65,100.45

REVIEWED BY:

COUNCILPERSON

**Checks not on list**

37842 USPS	227.36
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MNO Hometown Market Inc  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

118 E 9th St Wood River Ne 68883  
Retail Liquor License Address or Non-Profit Business Address

118118  
Retail License Number or Non-Profit Federal ID #

3/1/16  
Consecutive Dates only Event Date(s):

3pm  
Event Start Time(s):

1am  
Event End Time(s):

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

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

Babal's Bar  
Event Building Name:

510 W Old Military Rd Wood River Ne 68883  
Event Street Address/City:

90 x 180  
Indoor area to be licensed in length & width:

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

Daycare Fundraiser  
Type of Event: Estimate # of attendees: 300

Beer  Wine  Distilled Spirits   
Type of alcohol to be served: (If not marked, you will not be able to serve this type of alcohol)

Veronica Morse Event Contact Name: Event Contact Phone Number: 308-390-3993

kmohorn.hometownmarket@gmail.com  
Event Contact Email:

Veronica Morse Printed Name: Veronica Morse

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

\*Retail licensee - Must be signed by a member listed on permanent license  
\*Non-Profit Organization - Must be signed by a Corporate Officer

**Local Governing Body completes below:**

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

Local Governing Body Authorized Signature

Date



February 1, 2024

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 January, 2024.

<u>Patrol Time</u>		<u>Detail Time</u>		<u>C.I.D.</u>	
291.80 Hours		9.87 Hours		1.25 Hours	
Accident w/ Damage	2	Dui	1	Repo Tow	2
Accident w/ Injury	1	Juvenile Problem	1	Suspicious	4
Agency Assist	4	Motorist Assist	2	Suspicious Vehicle	1
Assault	1	Parking Problem	2	Traffic Stop	18
Assist Fire	1	Private Tow	1	Wanted Person	1
Assist Medical	2	Protection Violation	1	Warrant	2
Custodial Int.	1	Removal Subject	1	Welfare Check	2
Death Investigation	1				

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

Sincerely,

*Rick Conrad*

Rick Conrad  
Sheriff of Hall County

RC/jb  
enc.

02/01/24  
09:15

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

1013  
Page: 1

Number	Time and Date	Nature	Address	Loctn	Dsp
Agency: Hall Co. Sheriff's Office					
L24010172	09:27:55	01/03/24	Agency Assist	13800 WOOD RIVER RD W; WOO	WOOD CLO
L24010814	09:05:41	01/12/24	Agency Assist	1309 MAIN ST, Wood River,	WOOD CLO
L24011261	23:54:23	01/19/24	Agency Assist	LILLEY ST & US HIGHWAY 30	WOOD CLO
L24011542	13:28:12	01/23/24	Agency Assist	403 LILLEY ST, Wood River,	WOOD CLO
L24011043	16:42:02	01/16/24	Assault	7874 140TH RD S; GREEN PLA	WOOD EAR
L24010306	22:18:03	01/04/24	Assist Fire	1316 WALNUT ST, Wood River	WOOD CLO
L24011034	13:31:03	01/16/24	Assist Medical		WOOD CLO
L24011142	10:28:10	01/18/24	Assist Medical		WOOD CLO
L24011584	18:38:08	01/23/24	Custodial Int.		WOOD CLO
L24010784	18:23:38	01/11/24	Death Invest		WOOD CLO
L24012018	00:51:50	01/28/24	Dui	COTTONWOOD ST & TENTH ST W	WOOD CAA
L24010966	12:34:03	01/15/24	Juvenile Prob		WOOD CAA
L24010607	07:07:45	01/09/24	Motorist Assist	DODD ST & THELEN ST, Wood	WOOD CLO
L24011180	23:00:52	01/18/24	Motorist Assist	1415 MAIN ST; COUNTRYSIDE	WOOD CLO
L24010096	14:37:01	01/02/24	Parking Problem	TENTH ST E & MAIN ST ; all	WOOD CLO
L24011361	09:42:01	01/21/24	Parking Problem	1109 PINE ST; DOLLAR GENER	WOOD CLO
L24010963	11:49:04	01/15/24	Pd Accident	TWELFTH ST E & MAIN ST, Wo	WOOD CLO
L24011172	16:00:36	01/18/24	Pd Accident	309 ELEVENTH ST W, Wood Ri	WOOD CLO
L24010927	17:20:21	01/14/24	Pi Accident	408 TENTH ST W, Wood River	WOOD CLO
L24011636	09:46:52	01/24/24	Private Tow	1109 PINE ST; DOLLAR GENER	WOOD CLO
L24010206	18:12:18	01/03/24	Protection Vio		WOOD CLO
L24011453	15:26:11	01/22/24	Removal Subjec	108 EIGHTH ST W; CASEYS CO	WOOD CLO
L24010179	10:54:17	01/03/24	Repo Tow	1401 COTTONWOOD ST STE 1,	WOOD CLO
L24012101	10:34:25	01/29/24	Repo Tow	1503 WEST ST, Wood River,	WOOD CLO
L24010402	02:29:52	01/06/24	Suspicious	108 THIRTEENTH ST E, Wood	WOOD CLO
L24010556	09:24:00	01/08/24	Suspicious	410 THIRTEENTH ST W, Wood	WOOD CLO
L24010563	11:30:55	01/08/24	Suspicious	410 THIRTEENTH ST W, Wood	WOOD CLO
L24010941	22:06:10	01/14/24	Suspicious	510 OLD MILITARY RD; BABEL	WOOD CLO
L24011265	00:43:01	01/20/24	Suspicious Vehi	1109 PINE ST; DOLLAR GENER	WOOD CLO
L24010219	20:37:38	01/03/24	Traffic Stop	US HIGHWAY 30 W & WALNUT S	WOOD CLO
L24010221	20:51:09	01/03/24	Traffic Stop	US HIGHWAY 30 W & COTTONWO	WOOD CLO
L24010223	21:22:53	01/03/24	Traffic Stop	108 EIGHTH ST W; CASEYS CO	WOOD CLO
L24010307	22:59:50	01/04/24	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD CLO
L24010511	17:57:20	01/07/24	Traffic Stop	US HIGHWAY 30 W & PINE ST,	WOOD CLO
L24010513	18:09:36	01/07/24	Traffic Stop	US HIGHWAY 30 W & COTTONWO	WOOD CLO
L24010525	21:56:30	01/07/24	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD CLO
L24011059	21:05:50	01/16/24	Traffic Stop	US HIGHWAY 30 W & ELEVENTH	WOOD CLO
L24011099	17:42:46	01/17/24	Traffic Stop	MM 300 Interstate 80, Wood	WOOD CLO
L24011272	04:44:41	01/20/24	Traffic Stop	COTTONWOOD ST & US HIGHWAY	WOOD CAA
L24011328	21:11:03	01/20/24	Traffic Stop	WALNUT ST & SCHULTZ RD W,	WOOD CLO
L24011383	17:32:33	01/21/24	Traffic Stop	US HIGHWAY 30 W & COTTONWO	WOOD CLO
L24011385	18:05:05	01/21/24	Traffic Stop	NEBRASKA HIGHWAY 11 S & WO	WOOD CLO
L24011518	08:16:49	01/23/24	Traffic Stop	NINTH ST W & COTTONWOOD ST	WOOD CAA
L24011589	19:35:52	01/23/24	Traffic Stop	US HIGHWAY 30 W & DODD ST,	WOOD CLO
L24011591	19:48:34	01/23/24	Traffic Stop	US HIGHWAY 30 W & PINE ST,	WOOD CLO
L24011708	07:24:42	01/25/24	Traffic Stop	COTTONWOOD ST & EIGHTH ST	WOOD CLO
L24012167	21:41:39	01/29/24	Traffic Stop	US HIGHWAY 30 W & COTTONWO	WOOD CLO
L24010270	15:14:26	01/04/24	Wanted Person	1103 EAST ST, Wood River,	WOOD CAA
L24011524	09:48:59	01/23/24	Warrant	1104 HARRISON ST, Wood Riv	WOOD CLO
L24011572	17:23:24	01/23/24	Warrant	1307 COTTONWOOD ST, Wood R	WOOD CLO
L24010565	11:51:04	01/08/24	Welfare Check		WOOD CLO
L24011288	12:53:16	01/20/24	Welfare Check		WOOD CLO
Total Incidents for This Agency:					52

**SOUTH CENTRAL ECONOMIC DEVELOPMENT DISTRICT, INC.**  
**PROFESSIONAL SERVICES AGREEMENT**  
Nebraska Affordable Housing Trust Fund Program  
**23-TFRH-34010**  
GENERAL ADMINISTRATION

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

**WITNESSES THAT:**

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

**WHEREAS**, pursuant to the Nebraska Affordable Housing Act, the State of Nebraska Department of Economic Development (DED) is authorized to provide Nebraska Affordable Housing Trust Funds (hereafter referred to as NAHTF) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska Affordable Housing Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the City, as part of its 2023 Nebraska Affordable Housing Trust Fund (NAHTF) grant agreement with the Department, under contract number **23-TFRH-34010**, has been awarded Nebraska Affordable Housing Trust Fund dollars for the purposes set forth herein, and

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

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

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

**1. Services to be Provided by the Parties**

- a. SCEDD shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment #1**).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.
- c. Housing Management services are not included in this Agreement and will be contracted separately if the City chooses.

**2. Time of Performance**

The effective date of this contract shall be January 26, 2024, the date the parties sign and complete execution of the contract, which shall not be before October 18, 2023, the Notice

of Award date. The termination date of this contract shall be the Department's contract end date of April 30, 2027.

### **3. Consideration**

The City shall reimburse SCEDD in accordance with the Payment Schedule described in **Attachment #2** for all allowable expenses agreed upon by the parties to complete the Scope of Work described in **Attachment #1**. In no event shall the total amount reimbursed by the City exceed the sum of **\$20,000.00** (Twenty thousand dollars). Reimbursement under this contract shall be based on billings according to the established Benchmarks of NAHTF Non-Administrative Expense Reimbursement Requests.

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

### **4. Record Maintenance, Record Retention & Access to Records**

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

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by SCEDD in accordance with the Department's NAHTF contract with the City as stated for a period of five years after the ten-year period of affordability is met unless a longer period is required to resolve audit findings or litigation.

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

### **5. Relationship**

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

### **6. Suspension, Termination and Close Out**

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

- a. Suspension:** If SCEDD fails to comply with the terms and conditions of this contract, or whenever SCEDD is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to SCEDD or its authorized representative. The suspension will remain in full force and effect

until SCEDD has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by SCEDD or its authorized representatives during the period of suspension will be allowable under the contract except:

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

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

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

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

- (1) By the City, with the consent of SCEDD, or by SCEDD with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- (3) In the event the City fails to pay SCEDD promptly or within 60 days after invoices are rendered, the City agrees that SCEDD shall have the right to consider said default a breach of this agreement and the duties of SCEDD under this agreement terminated. In such an event, the City shall then promptly pay SCEDD for all services performed and all allowable expenses incurred.
- (4) The City may terminate this contract at any time giving at least 10-days' notice in writing to SCEDD. If the contract is terminated for convenience of

the City as provided herein, SCEDD will be paid for time provided and expenses incurred up to the termination date.

**7. Changes, Amendments, Modifications**

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

**8. Personnel**

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

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

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

**9. Assignability**

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

**10. Reports and Information**

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

**11. Findings Confidential**

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

**12. Copyright**

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

**13. Compliance with Local Laws**

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

**14. Conflict of Interest**

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

**15. Audits and Inspections**

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

**16. Hold Harmless**

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

**17. Governing Law**

This Agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska. Any legal proceeding arising out of, or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

**18. Verification of Work Eligibility Status for New Employees:**

Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an

equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Consultant in performing this contract. The Consultant will be responsible to the City and Department for enforcing this requirement with its subcontractors.

A failure by the Recipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the City declaring Consultant to be in default on the contract.

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

**ATTACHMENT #1**

**SCOPE OF WORK** for the **City of Wood River for NAHTF Dunn building** grant project, consisting of one page.

**ATTACHMENT #2**

**PAYMENT SCHEDULE** for the **City of Wood River for NAHTF Dunn building** grant project, consisting of one page.

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

**City of Wood River**

**South Central Economic Development District, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Title: Executive Director

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

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

**APPROVED as to legal form:**

City Attorney

By: \_\_\_\_\_

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

OR

Right Waived: \_\_\_\_\_, Mayor



**ATTACHMENT #1**  
**SCOPE OF WORK – GENERAL ADMINISTRATION**

SCEDD WILL AS FOLLOWS:

1. Complete and submit the necessary special conditions of the DED contract to assist in obtaining Release of Funds to the City.
2. Assist the City in designing the grant's accounting and master filing systems in accordance with state and federal regulations through the contract grant period of 3.5 years from notice of award, set as April 30, 2027.
3. Provide for the accounting of funds, preparation of financial forms, and performance of other functions in the management of program financing as mandated by Nebraska Department of Economic Development to ensure consistency with program requirements.
4. Assist the City with required NAHTF Fair Housing actions, then submit documentation prior to closing of the award.
5. Complete and submit the mandated semi-annual progress reports, and if necessary, program amendment and program extension documentation to the Nebraska Department of Economic Development.
6. Complete and submit all closeout compliance documentation including final financial report, final project status report, wage compliance reports, and monitoring clearance report and assist the City with submission of notification of annual audits.

**ATTACHMENT #2**  
**PAYMENT SCHEDULE – GENERAL ADMINISTRATION**

The City shall reimburse SCEDD on a project benchmark basis for reimbursement requests, for services rendered during that period. In no event shall the total amount reimbursed by the City exceed the sum identified in Section 3 of this Agreement.

Reimbursement under this agreement shall be based on billings submitted to the City, supported by appropriate documentation of benchmarks met, as required by DED.

25% Benchmarks for \$526,000 Rehabilitation Project Costs	When NAHTF Non- Administrative Expense Reimbursement Requests Benchmark Amounts are achieved:	A request for General Admin up to and not to exceed the below amount, including the first draw of 10% at time of Release of Funds. (The rolling total is shown)
-	<i>At Release of Funds</i>	\$2,000
25%	\$131,500	\$5,000
50%	\$263,000	\$10,000
75%	\$394,500	\$15,000
100%	\$526,000	\$20,000

**SOUTH CENTRAL ECONOMIC DEVELOPMENT DISTRICT, INC.**  
**PROFESSIONAL SERVICES AGREEMENT**  
Nebraska Affordable Housing Trust Fund Program  
**23-TFRH-34010**  
HOUSING MANAGEMENT

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

**WITNESSES THAT:**

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

**WHEREAS**, pursuant to the Nebraska Affordable Housing Act, the State of Nebraska Department of Economic Development (DED) is authorized to provide Nebraska Affordable Housing Trust Funds (hereafter referred to as NAHTF) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska Affordable Housing Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the City, as part of its 2023 Nebraska Affordable Housing Trust Fund (NAHTF) grant agreement with the Department, under contract number **23-TFRH-34010**, has been awarded Nebraska Affordable Housing Trust Fund dollars for the purposes set forth herein, and

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

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

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

**1. Services to be Provided by the Parties**

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

**2. Time of Performance**

The effective date of this contract shall be January 26, 2024, the date the parties sign and complete execution of the contract, which shall not be before October 18, 2023, the Notice of Award date. The termination date of this contract shall be the Department's contract end date of April 30, 2027.

### 3. Consideration

The City shall reimburse SCEDD in accordance with the Payment Schedule described in **Attachment #2** for all allowable expenses agreed upon by the parties to complete the Scope of Work in **Attachment #1**. In no event shall the total amount reimbursed by the City exceed the sum of **\$15,000.00** (fifteen thousand dollars). Reimbursement under this contract shall be based upon proof of tenant occupancy with adequate source documentation of the **3 (three)** units. Proof of tenant occupancy includes, but is not limited to, a completed tenant application, accompanying income verification forms, and/or appropriate documentation as required by NAHTF. Reimbursement will be \$5,000.00 (five thousand dollars) per unit upon initial unit occupancy.

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

### 4. Record Maintenance, Record Retention & Access to Records

SCEDD agrees to maintain such records and follow such procedures as required by the NAHTF program, and any such procedures that the City may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

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

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

### 5. Relationship

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

### 6. Suspension, Termination and Close Out

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

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

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

b. **Termination for Cause:** If SCEDD fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- 1) The lack of compliance with the provisions of this contract is of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City.
- 2) SCEDD has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same.
- 3) SCEDD has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

Then, the City may terminate this contract in whole or in part and thereupon shall notify SCEDD of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of SCEDD. After this effective date, no charges incurred under any terminated portions are allowable.

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

- 1) By the City, with the consent of SCEDD, or by SCEDD with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
- 2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- 3) In the event the City fails to pay SCEDD promptly or within 60 days after invoices are rendered, the City agrees that SCEDD shall have the right to consider said default a breach of this agreement and the duties of SCEDD under this agreement terminated. In such an event, the City shall then promptly pay SCEDD for all services performed and all allowable expenses incurred.
- 4) The City may terminate this contract at any time giving at least 10 days' notice in writing to SCEDD. If the contract is terminated for the convenience of the City as provided herein, SCEDD will be paid for time provided and expenses incurred up to the termination date.

## 7. Changes, Amendments, Modifications

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

**8. Personnel**

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

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

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

**9. Assignability**

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

**10. Reports and Information**

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

**11. Findings Confidential**

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

**12. Copyright**

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

**13. Compliance With Local Laws**

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

**14. Conflict of Interest**

No officer, employee or agent of SCEDD who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, an exception may be granted

upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

**15. Audits and Inspections**

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

**16. Hold Harmless**

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

**17. Governing Law**

This agreement will be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska. Any legal proceeding arising out of or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

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

**ATTACHMENT #1**

**SCOPE OF WORK** for the **City of Wood River for NAHTF Dunn building** housing management, consisting of one page.

**ATTACHMENT #2**

**PAYMENT SCHEDULE** for the **City of Wood River for NAHTF Dunn building** housing management, consisting of one page.

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

**City of Wood River**

**South Central Economic Development District, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Title: Executive Director

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

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

**APPROVED as to legal form:**

City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_

OR

Right Waived: \_\_\_\_\_, Mayor



**ATTACHMENT 1: WR-23-TFRH-34010**  
**SCOPE OF WORK - HOUSING MANAGEMENT**

SCEDD WILL AS FOLLOWS:

1. Provide housing management services for the rental conversion project referred to as the Dunn Building, 3 (three) apartments on the 2<sup>nd</sup> floor, during the contract grant period of 3.5 years from notice of award, set as April 30, 2027. Ensure all rules and regulations of the Nebraska Affordable Housing Trust Fund are adhered to on behalf of the Applicant, City of Wood River.
2. Serve as the representative between Property Owner, building contractors, and the City for project completion.
3. Perform regular construction monitoring inspections.
4. Perform final inspections with designated inspectors and certify completion of work.
5. Provide oversight for lead based paint testing.
  - a. Submit for DED reimbursement of eligible contracted lead based paint services.
6. Assist in the tenant application process review and eligibility process to determine initial income eligibility for the grant period of 3.5 years from notice of award, set as April 30, 2027.
7. Oversee, with coordination of the Property Owner, self-certification of tenant's income on an annual basis prior to lease renewal (if applicable) and provide an annual report to the City for the contract grant period of 3.5 years from notice of award, set as April 30, 2027.
8. Notify Property Owner of allowable rent limits on an annual basis prior to lease renewal.
9. Maintain property unit files, in coordination with the Property Owner, to include all documentation to meet state requirements during the contract grant period of 3.5 years from notice of award, set as April 30, 2027. Work with the City and Property Owner for a plan to maintain the files through the ten (10) year affordability period from the date of full occupancy.
10. Provide an annual report on tenant application status to the City and prepare and submit all required annual reports during the contract grant period, to the Nebraska Department of Economic Development.
11. Attend meetings of the City of Wood River as necessary.
12. Keep current on NAHTF housing guidelines.

**ATTACHMENT #2: WR-23-TFRH-34010**  
**PAYMENT SCHEDULE – HOUSING MANAGEMENT**

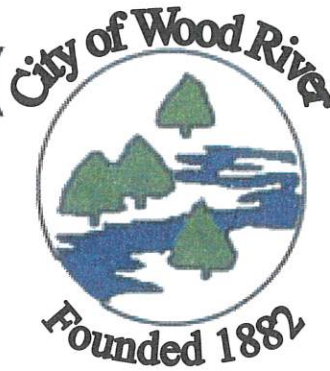
The City shall reimburse SCEDD upon Certificate of Occupancy terms met and all **3 (three)** NAHTF residential units on the 2<sup>nd</sup> floor of the Dunn building initially leased. In no event shall the total amount reimbursed by the City exceed the sum identified in Section 3 of this Agreement.

Reimbursement under this agreement shall be based on a billing submitted to the City, supported by appropriate documentation of benchmarks met, as required by DED.

Proof of lease-up of all 3 Units	\$5,000 allowed per unit	\$15,000 Housing Management Reimbursement
----------------------------------	--------------------------	---

*A Proud Past*

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



*A Promising Future*

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

January 31, 2024

The City of Wood River as the recipient of the Nebraska Affordable Housing Trust Fund, 2023 Rental Housing Project: Rental Conversion, hereby affirms they are an active supporter of Fair Housing. The following actions will be taken during the course of this project to affirmatively further Fair Housing. The Fair Housing statement below will be utilized in the following actions:



City of Wood River

Active Supporter of Fair Housing

The City of Wood River is a supporter of Fair Housing, and supports Title VIII of the Civil Rights Act of 1968 which prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex, national origin, disability, or familial status, and sets forth enforcement of mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and allows U.S. Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts. The City furthermore supports the elimination of unlawful discriminatory practices within the City of Wood River.

If you feel you have been a victim of housing discrimination, please contact the City's Fair Housing Representative – Ashley Manning, City Clerk, phone 308.583.2066, email [clerkcwr@woodriverne.com](mailto:clerkcwr@woodriverne.com).

**Fair Housing Outreach Plan:**

1. Post the *Active Supporter of Fair Housing* statement on the City Office's community bulletin board to include the local representative contact information.
2. Update the City Website > Housing > Rental page to include the *Active Supporter of Fair Housing* statement and local representative contact information:  
<https://www.woodriverne.com/town/housing/rentals>
  - a. Add the equal housing logo to the housing page
  - b. Present at the February 6, 2024 City Council meeting to inform Council members of the importance to share Fair Housing information in the community for all public-funded housing options
3. Direct outreach with businesses who have staff which would likely income-qualify for the new upper story apartments (planned approximately 90 days prior to construction completion)
  - a. Create and share an informational flier at the Pilot gas station, Casey's Gas Station, Subway, Stick Creek Kids, and Wood River Rural School District to share with staff
  - b. Provide a presentation to the staff at Stick Creek Kids Child Development Center during one of their staff meetings within 3 months of project completion

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Page 23



*A Proud Past*

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

City of Wood River



*A Promising Future*

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

## AUTHORIZATION TO REQUEST FUNDS

This document certifies that the individuals listed below are authorized to request program funds from the Nebraska Department of Economic Development and that the signatures appearing below are the true signatures of the aforementioned individuals.

**PROGRAM**

SELECT EACH PROGRAM FOR WHICH ENTITY HAS FUNDING.

- Community Development Block Grant
- HOME Investment Partnerships Program
- HOME-ARP
- Middle Income Workforce Housing Fund
- National Housing Trust Fund
- Nebraska Affordable Housing Trust Fund
- Pandemic Relief Housing
- Rural Workforce Housing Fund
- Rural Workforce Housing Land Development

**PROJECT/GRANT NUMBER(S)**

LIST ALL PROJECT/GRANT NUMBER(S) BELOW.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

23-TFRH-34010

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THIS FORM MUST APPEAR ON OFFICIAL LETTERHEAD OR BE NOTARIZED ON THE NEXT PAGE. ALL SIGNATURES MUST BE WRITTEN IN BLUE INK.

SIGNATURE OF AUTHORIZED INDIVIDUAL 1

Greg Cramer

PRINTED NAME

Mayor

TITLE

gscathome@gmail.com

EMAIL

DATE

SIGNATURE OF AUTHORIZED INDIVIDUAL 2

Ashley Manning

PRINTED NAME

City Clerk

TITLE

clerkcwr@woodriverne.com

EMAIL

DATE



## **7.10 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your supervisor for clarification.

## **7.11 Pension and Profit-Sharing Plan**

The City provides a pension plan to full-time employees who are scheduled and work on average at least 40 hours per week. Employees are eligible on the first day of full-time employment. Employees defer 5% of their pay into the pension plan. The city pays 5% of the employee's gross wages, up to 40 hrs/week, to the city sponsored plan. Employees direct 100% of Employee and Employer contribution. The account is fully vested.

## **7.12 Personal Leave of Absence**

TCWR provides 2 days (16 hours) of Personal Leave. TCWR also recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

### **Eligibility**

All Regular full-time employees employed for at least 90 days are eligible to apply for an unpaid personal leave of absence for up to 4 weeks.

### **Requesting Leave**

Requests for unpaid personal leave must be submitted to The Mayor in writing at least 15 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of TCWR.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence. You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

Sick leave, PTO, vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence reinstatement to your position or any position is not guaranteed.

TCWR-provided health benefits will be continued at the same level and under the same conditions as prior to the leave, for as long as 4 weeks as shown in the benefit plan document. You are responsible for payment of your portion of the insurance premium while on personal leave.

### **Extension of Leave**

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 15 days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the City denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

1/23/24, 8:18 AM

Mail - utilitieswr@woodriverne.com

*Pay loader*

## Loader tires 20.5R25

Terry Robertson <millertiregtr@yahoo.com>

Tue 1/23/2024 8:13 AM

To: Brent Gascho <utilitieswr@woodriverne.com>;

20.5R25

Maxam MS301 \$1469.05

Firestone Versibilt AP \$1882.50 (net state pricing is \$1956.60)

Service call \$150 + \$150 per hr for dismount/mount (approx 4 hrs) + \$3.50 per mile.

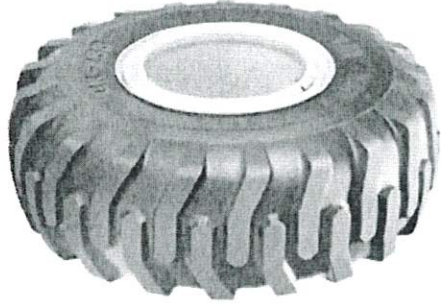
(Service call reduced from \$200 and also FS tire reduced from net state pricing)

Thanks for asking.

Terry with Miller Tire

# Data Sheet

## BKT GR-288



- Wide base tire designed for loaders and dozers. Flat tread contour with large contact area for even distribution of ground contact pressure.**
- Rugged sturdy pattern for drive wheels for off-the-road equipment
  - Tough carcass and special tread compound with weather and ozone resistant properties to stand cuts, snags and bruises in the most severe operating conditions
  - Open spaced traction pattern with self cleaning property provides traction capability resulting in easy driving on heavy dirt and mud conditions
  - Cut and chip resistant compound

Tire Size: 20.5-25/H  
 Service Description: H  
 Load Range: BLACK  
 Sidewall: 94014446  
 Part Number: 58.3  
 Diameter (in): 337  
 Tire Weight (lbs): 51  
 Max. PSI: 20.5  
 Section Width (in): 17.00-17.00  
 Appr. Rim Width (in): 25.8  
 Static Load Radius: 18200  
 Max. Load (lbs): 18200  
 Load Limit Single: 18200  
 Load Limit Dual: 36  
 Tread Depth: TL  
 Type TL/TT: 0  
 Limited Mileage Warranty: NONE  
 UTQG: NONE  
 OE Make:

### Small Farm, Small Industrial, OTR, Lawn & Garden, Boat Trailer, and Camper Tires

Tire Size	Service Desc.	Load Range	Sidewall	Part Number	Diameter (in)	Tire Weight(lbs)	Max. PSI	Section Width(in)	Appr. Rim Width(in)	Static Load Radius	Max. Load (lbs)	Load Limit Single	Load Limit Dual	Tread Depth	Type TL/TT	Limited Mileage Warranty	UTQG	OE Make
15.5-25/F		F	BLACK	94014415	50.0	171	58	15.2	12.00-12.00	22.5	12300							
17.5-25/F		F	BLACK	94014422	52.4	201	51	17.5	14.00-14.00	23.5	13600							
17.5-25/H		H	BLACK	94014439	52.4	205	69	17.5	14.00-14.00	23.5	16100							
20.5-25/L		L	BLACK	94035532	58.3	363	65	20.5	17.00-17.00	25.8	20900							
23.5-25/H		H	BLACK	94014453	63.4	500	44	23.4	19.50-19.50	27.9	20900							
23.5-25/L		L	BLACK	94014460	63.4	452	54	23.4	19.50-19.50	27.9	24000							

*Bias*

*\$1345.83*  
*145.00*  


---

*\$1510.83*

# Data Sheet

**TITAN**

## Titan Loader Dozer II

Exceptional performance rating and heavy duty ply ratings. Laterally designed lugs provide maximum, even traction along the length of the lug.



\$ 1841.94  
 Labor: 145.00  


---

 1986.94

*Bias*

Tire Size 20.5-25/H  
 Service Description H  
 Load Range BLACK  
 Sidewall 431521  
 Part Number 563  
 Diameter (in) 360  
 Tire Weight (lbs) 51  
 Max PSI 21.7  
 Section Width (in) 17.00-17.00  
 Appr. Rim Width (in) 25.0  
 Static Load Radius 18200  
 Max Load (lbs) 18200  
 Load Limit Single  
 Load Limit Dual  
 Tread Depth 36  
 Type TL/TT TL  
 Limited Mileage Warranty 0  
 UTQG NONE  
 OE Make

### Small Farm, Small Industrial, OTR, Lawn & Garden, Boat Trailer, and Camper Tires

Tire Size	Service Desc.	Load Range	Sidewall	Part Number	Diameter (in)	Tire Weight(lbs)	Max. PSI	Section Width(in)	Appr. Rim Width(in)	Static Load Radius	Max. Load (lbs)	Load Limit Single	Load Limit Dual	Tread Depth	Type TL/TT	Limited Mileage Warranty	UTQG	OE Make
15.5-25/F	F		BLACK	431120	49.9	192	58	15.8	12.00-12.00	22.5	12300							
17.5-25/F	F		BLACK	431117	51.7	224	51	18.2	14.00-14.00	23.2	13600							
20.5-25/L	L		BLACK	431921	56.3	375	65	21.7	17.00-17.00	25.0	20900							
23.5-25/L	L		BLACK	431923	63.5	477	54	23.6	19.50-19.50	28.5	25400							



# Data Sheet

**TITAN**



## Titan MXL (E-3/L-3)

- Titan MXL (E-3/L-3)
- Aggressive tread for optimal traction
- Sturdy tread elements for maximum torque transmission
- Specs are E-3 Application

Tire Size  
 Service Description  
 Load Range  
 Sidewall  
 Part Number  
 Diameter (in)  
 Tire Weight (lbs)  
 Max. PSI  
 Section Width (in)  
 Appr. Rim Width (in)  
 Static Load Radius  
 Max. Load (lbs)  
 Load Limit Single  
 Load Limit Dual  
 Tread Depth  
 Type TL/TT  
 Limited Mileage Warranty  
 UTQG  
 OE Make

205R25  
 186A  
 1\*  
 BLACK  
 4LP121  
 59.5  
 444  
 73  
 20.9  
 17.00-17.00  
 26.3  
 20900  
 20900  
 48  
 TL  
 0  
 NONE

Small Farm, Small Industrial, OTR, Lawn & Garden, Boat Trailer, and Camper Tires

Tire Size	Service Desc.	Load Range	Sidewall	Part Number
- 17.5R25	176A	1*	BLACK	4LP11Z
- 23.5R25	195A	1*	BLACK	4LP12Z

Diameter (in)	Tire Weight (lbs)	Max. PSI	Section Width (in)	Appr. Rim Width (in)	Static Load Radius	Max. Load (lbs)	Load Limit Single	Load Limit Dual	Tread Depth	Type TL/TT	Limited Mileage Warranty	UTQG	OE Make
32.4	623	73	18.0	24.3	14.00-14.00	1550-1950	23.6	28.3	15700	28800			
54.0	647	73	18.0	24.3	14.00-14.00	1550-1950	23.6	28.3	15700	28800			

\$1901.15  
 1415.00  
\$2046.15

*Radiat*

**SECTION 00 52 00**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **City of Wood River** ("Owner") and **Ensley Electrical Services** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Furnish and install new three-phase primary underground, approximately 2650 lineal feet. Reconnect existing single-phase and three-phase pad-mounted equipment to the new underground. Demolition/retirement of approximately 2650 lineal feet of three-phase/four wire overhead primary, of existing facilities, and all incidentals for a complete operational system.**

**ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2023 Electrical Distribution System Improvements; Wood River, Nebraska; JEO Project No. 230797.00**

**ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained **JEO Consulting Group, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **JEO Consulting Group, Inc.**

**ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **August 19, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 19, 2025**.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$275 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$275 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### C. Deleted

#### ~~4.04 *Special Damages*~~

- ~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

~~A. For all Work other than Unit Price Work, a lump sum of \$[number].~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Quantity	Unit	Unit Price	Total
<b>GROUP A</b>					
<b>POLE TOP ASSEMBLIES</b>					
1	S3-3SB	2	EA	\$2,500.00	\$5,000.00
2	J2-1	3	EA	\$2,200.00	\$6,600.00
3	UM8-6	4	EA	\$1,300.00	\$5,200.00
4	UM8-6 WITH JUNCTION BOX	1	EA	\$1,100.00	\$1,100.00
<b>UNDERGROUND MATERIALS</b>					
5	15KV 200A ELBOW	71	EA	\$350.00	\$24,850.00
6	10KV (8.4KV MCOV) ELBOW ARRESTOR	1	EA	\$260.00	\$260.00
7	200A PROTECTIVE CAP	18	EA	\$90.00	\$1,620.00
8	TERMINAL CABINET INSULATED PARKING STAND	3	EA	\$700.00	\$2,100.00
9	15KV 3Ø ALL-IN-ONE FIBERGLASS TERMINAL CABINET WITH GROUND ASSEMBLY - UM33 200A	7	EA	\$3,400.00	\$23,800.00
10	1Ø SINGLE METER PEDESTAL	2	EA	\$1,000.00	\$2,000.00
11	1Ø DOUBLE METER PEDESTAL	1	EA	\$1,900.00	\$1,900.00
12	IN-GRADE PULL BOX	1	EA	\$1,300.00	\$1,300.00

Item No.	Description	Quantity	Unit	Unit Price	Total
<b>TRANSFORMERS</b>					
13	37.5KVA, 1Ø/3W, 120/240V	1	EA	\$1,200.00	\$1,200.00
14	1Ø TRANSFORMER GROUND ASSEMBLY - UM48-1	1	EA	\$500.00	\$500.00
15	1Ø TRANSFORMER BASEMENT	1	EA	\$1,300.00	\$1,300.00
<b>WIRE / CONDUIT</b>					
16	15KV 4/0 AL UG 1/3 CONCENTRIC NEUTRAL 133% INSULATION	8,766	FT	\$20.00	\$175,320.00
17	15KV 1/0 AL UG FULL CONCENTRIC NEUTRAL 133% INSULATION	700	FT	\$20.00	\$14,000.00
18	600V 4/0 AL TRIPLEXED	87	FT	\$5.00	\$435.00
19	600V #2 CU TRIPLEXED	1,302	FT	\$4.00	\$5,208.00
20	BORING, (1) 4" HDPE SDR 13.5	2,652	FT	\$23.00	\$60,996.00
21	BORING, (1) 2" HDPE SDR 13.5	1,626	FT	\$20.00	\$32,520.00
22	4" LONG RADIUS ELBOW	20	EA	\$200.00	\$4,000.00
23	2" LONG RADIUS ELBOW	15	EA	\$150.00	\$2,250.00
24	2" STANDARD RADIUS ELBOW	24	EA	\$50.00	\$1,200.00
<b>TRANSFERS</b>					
25	15KV 1Ø/1W UNDERGROUND PRIMARY CONDUCTOR	7	EA	\$2,500.00	\$17,500.00
26	15KV 3Ø/3W UNDERGROUND PRIMARY CONDUCTORS	4	EA	\$2,500.00	\$10,000.00
27	600V 1Ø/3W UNDERGROUND SECONDARY CONDUCTORS	2	EA	\$1,500.00	\$3,000.00
28	600V 1Ø/3W UNDERGROUND SECONDARY CONDUCTORS INCLUDING METER	3	EA	\$1,700.00	\$5,100.00

Item No.	Description	Quantity	Unit	Unit Price	Total
<b>REMOVALS</b>					
29	POLES	24	EA	\$700.00	\$16,800.00
30	C5-20	1	EA	\$250.00	\$250.00
31	C6-51	4	EA	\$250.00	\$1,000.00
32	C5-21	1	EA	\$250.00	\$250.00
33	SC-44	20	EA	\$250.00	\$5,000.00
34	M5-5	13	EA	\$250.00	\$3,250.00
35	M5-9	12	EA	\$250.00	\$3,000.00
36	UC8-1	8	EA	\$250.00	\$2,000.00
37	UC8-3C	4	EA	\$250.00	\$1,000.00
38	UC8-3CF	1	EA	\$250.00	\$250.00
39	A5-1	2	EA	\$250.00	\$500.00
40	SC-43	4	EA	\$250.00	\$1,000.00
41	OVERHEAD TRIPLEX CONNECTION	2	EA	\$300.00	\$600.00
42	OVERHEAD DUPLEX CONNECTION	8	EA	\$300.00	\$2,400.00
43	J2-1 / J3-1 / J-HOOK / THIMBLE	10	EA	\$100.00	\$1,000.00
44	UM8-3B	3	EA	\$250.00	\$750.00
45	UM8-4B	1	EA	\$250.00	\$250.00
46	UM8-5B	1	EA	\$250.00	\$250.00
47	E1-1	4	EA	\$150.00	\$600.00
48	E9-1	1	EA	\$150.00	\$150.00
49	F1-1S	5	EA	\$150.00	\$750.00
50	1Ø/2W OVERHEAD PRIMARY	38	FT	\$5.00	\$190.00

Item No.	Description	Quantity	Unit	Unit Price	Total
51	3Ø/4W OVERHEAD PRIMARY	89	FT	\$5.00	\$445.00
52	3Ø/4W SPACER CABLE	2,560	FT	\$2.00	\$5,120.00
<b>SUBTOTAL GROUP A</b>					\$457,064.00
<b>SALES TAX FOR MATERIALS &amp; EQUIPMENT ON GROUP A @ 7% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)</b>					\$6,394.50
<b>TOTAL GROUP A</b>					\$463,458.50

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$463,458.50.**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **3<sup>rd</sup> Tuesday** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).
      - 1) **Deleted**

- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of **12** percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

- 7.01 *Contents*
- A. The Contract Documents consist of all of the following:
    - 1. This Agreement.
    - 2. Bonds:
      - a. Performance bond (together with power of attorney).
      - b. Payment bond (together with power of attorney).
    - 3. General Conditions.
    - 4. Supplementary Conditions.
    - 5. Specifications as listed in the table of contents of the project manual (~~copy of list attached~~).
    - 6. Drawings (not attached but incorporated by reference) consisting of **13** sheets with each sheet bearing the following general title: **2023 Electrical System Improvements Wood River, Nebraska**.
    - ~~7. Drawings listed on the attached sheet index.~~
    - ~~8. Addenda (numbers **[number]** to **[number]**, inclusive).~~
    - 9. Exhibits to this Agreement (enumerated as follows):
      - a. **Contractor's Bid.**



10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.

**11. Equipment Assessment Certification.**

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

**ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

**8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

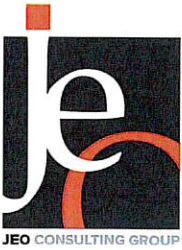
#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

- B. If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.
- C. If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.



Invoice

January 19, 2024  
Project No: R230797.00  
Invoice No: 147808  
Invoice Amount: 1,000.00

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 January 12, 2024**

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Lump Sum Phase(s)</b>					
Preliminary Design	\$12,500.00	100%	\$12,500.00	\$12,500.00	0.00
Final Design	\$8,500.00	100%	\$8,500.00	\$8,500.00	0.00
Bidding and Negotiation	\$5,000.00	90%	\$4,500.00	\$3,500.00	\$1,000.00
Construction Services	\$10,750.00	0%	0.00	0.00	0.00
<b>Total</b>	<b>\$36,750.00</b>		<b>\$25,500.00</b>	<b>\$24,500.00</b>	<b>\$1,000.00</b>
<b>Total Amount Due Upon Receipt :</b>					<b>\$1,000.00</b>



January 19, 2024

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 December 31, 2023  
FHU Project Number 119362-05  
Submitted with Invoice Number **39890**

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. 39890 in the amount of **\$10,112.50** with a total billed-to-date amount of **\$496,635.68** which represents approximately 88% of the original contract amount.

**Progress This Period**

Work this period consisted of accessing the Building Resilient Infrastructure in Communities (BRIC) grant application portal through the FEMA GO website and drafting the application. Considerable time is being spent meeting the requirements of the online application, including gathering data for all 145 properties we are showing as being brought out of the 100-year water surface elevation inundation. The HMGP grant application did not require that level of detail on properties.

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 that the next period will involve continued heavy work on the BRIC application and am hoping to submit it by the end of January.

**Budget and Schedule Status**

As noted above, at the end of this period we are 88% through the budget for the work on the Advance Assistance (Drainage Improvements) project. I anticipate we will submit the BRIC application by the end of January, after which NEMA staff will review and provide feedback prior to final submittal to FEMA by the end of February deadline.

January 19, 2024  
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](mailto: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, stylized 'J' and 'K'.

Jodi E. Kocher, PE  
Sr. Water Resources Engineer

Enclosures



**Please Remit to:**  
 Dept 1539, PO Box 30106  
 Salt Lake City, UT 84130-0106  
 phone: 303.721.1440  
 email: accounting@fhueng.com

**INVOICE**

Ashley Manning  
 City Clerk  
 City of Wood River  
 108 W 10th Street  
 PO Box 8  
 Wood River, NE 68883

January 19, 2024  
 Project No: 119362-05  
 Invoice No: 39890

Project 119362-05 Wood River Advanced Assistance Project (Drainage Improvements)

**Professional Services for the Period: December 01, 2023 to December 31, 2023**

Phase 05 Public Involvement

**Professional Personnel**

	Hours	Rate	Amount
Sr Engineer			
Kocher, Jodi	.50	195.00	97.50
Labor	.50		97.50
<b>Total Labor</b>			<b>97.50</b>
<b>Phase Sub-Total</b>			<b>\$97.50</b>

Phase 06 Environmental/Historic Survey/Consult/Document

**Professional Personnel**

	Hours	Rate	Amount
Sr Engineer			
Kocher, Jodi	.50	195.00	97.50
Labor	.50		97.50
<b>Total Labor</b>			<b>97.50</b>
<b>Phase Sub-Total</b>			<b>\$97.50</b>

Phase 07 HMA Application Development

**Professional Personnel**

	Hours	Rate	Amount
Sr Engineer			
Kocher, Jodi	10.50	195.00	2,047.50
Engineer IV			
Kosakowski, Derek	30.00	155.00	4,650.00
Engineer II			
Dahl, Carter	13.00	115.00	1,495.00
Engineer I			
Dikoff, Ashlee	15.50	105.00	1,627.50
Labor	69.00		9,820.00
<b>Total Labor</b>			<b>9,820.00</b>
<b>Phase Sub-Total</b>			<b>\$9,820.00</b>

Phase 08 Project Management

**Professional Personnel**

	Hours	Rate	Amount	
Sr Engineer				
Kocher, Jodi	.50	195.00	97.50	
Labor	.50		97.50	
<b>Total Labor</b>				<b>97.50</b>
				<b>Phase Sub-Total</b>
				<b>\$97.50</b>

**Contract Limits**

	Current	Prior	To-Date	
Total Billings	10,112.50	486,523.18	496,635.68	
Contract Maximum			567,913.50	
Remaining Contract			71,277.82	
				<b>TOTAL AMOUNT DUE</b>
				<b>\$10,112.50</b>

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	10,112.50	427,761.25	437,873.75
Subconsultant	0.00	57,651.66	57,651.66
Expense	0.00	1,110.27	1,110.27
<b>Totals</b>	<b>10,112.50</b>	<b>486,523.18</b>	<b>496,635.68</b>

Project Manager      Jodi Kocher