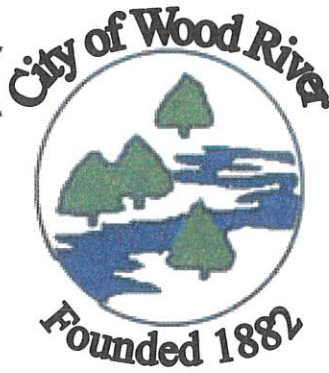


A Proud Past

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 July 2

TIME: 7:00 PM

BILL READERS: THOMPSON & NIELSEN
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: June 18, 2024

VI. Disbursements \$154,870.82

VI. Checks not on the list \$71,626.05

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 \$361.59

VI. SDL Request(s)

Cairo Bowl & Longe, Inc.	***8/31/24 3:00pm-1:00am ***	Babel's Barn 510 W Military Rd. Wood River, NE	Page 4
Cairo Bowl & Longe, Inc.	***9/7/24 3:00pm-1:00am ***	Babel's Barn 510 W Military Rd. Wood River, NE	Page 5
Pistoleros Bar & Mexican Grill & Event Center	***8/10/24 3:00pm-12:00am ***	Babel's Barn 510 W Military Rd. Wood River, NE	Page 6

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

- | | |
|--|---------|
| 1. SHERIFF'S report for the month of June 2024. | Handout |
| 2. BRIAN HAYES discuss/approve Fire Department insurance renewals. | Handout |
| 3. JENIE MALONEY discuss/approve new member application. | Handout |

4. JENIE MALONEY discuss/approve Fire Department generator.

5. JENIE MALONEY discuss ambulance budget.

7. MAYOR CRAMER discuss/approve Interlocal Agreement with Hall County Building Inspector. Pages 7-12

8. MAYOR CRAMER discuss/approve land surveying quote from Brown Surveying Services in the amount of \$2,500.00. Page 13

9. MAYOR CRAMER discuss/approve hydrovac from MacQueen Equipment. Handout

10. MAYOR CRAMER discuss/approve quote received from Vermeer Equipment to purchase hydro-vac. Handout

11. MAYOR CRAMER discuss/approve payment to JEO (Invoice 151857) in the amount of \$8,850.00 for work completed on the Wood River Senior Center – project # 22-PW-009. Page 14

12. MAYOR CRAMER discuss/approve drawdown request # 5 for project # 22-PW-009. Handout

13. MAYOR CRAMER discuss/approve payment to Two River Public Health Department (Invoice 506) in the amount of \$500.00 for lead based paint testing. Page 15
NAHTF 23-TFRH-34010 (Dunn Bldg)

14. MAYOR CRAMER discuss/approve draw request # 3 in the amount of \$500.00. Page 16
NAHTF 23-TFRH-34010 (Dunn Bldg)

VIII. COUNCIL REMARKS:

IX. MAYOR'S REMARKS:

X. DEPARTMENTS REMARKS:

XI. NEXT REGULAR MEETINGS SCHEDULES ARE AS FOLLOWS:

July 16 | August 6 | August 20

Official
City Council Minutes
City of Wood River, Nebraska
Regular Meeting
June 18, 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. 10th St, on June 18, 2024. Notice of the time and place of the meeting was given in advance thereof by publicized notice on June 12, 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: Rennau, Rodriguez, Nielsen, Rotter, Rennau, and Thompson.
City Officials Present: Christina Wemhoff, Treasurer; Brent Gascho, Utilities Superintendent; Ashley Manning, City Clerk
Public Present: Rick Klamm; Sara Arnett; Shanna Larsen; Chad Shuda; Veronica Kaufman.
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:

June 4, 2024, Regular Meeting Minutes.

Disbursements reviewed this month by: Rennau & Rodriguez

Disbursements totaling: \$87,426.49

Checks not on list: \$11,337.50

Sales Tax Paid: \$6,208.15

Payroll: \$51,348.83

Payroll Tax: \$10,401.51

Retirement: \$3,173.20

SDL Request(s):

9/14/2024 12:00pm - 1:00am

Richard Kohmetscher

Babel's Barn
510 W. Military Rd.
Wood River, NE

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

Sara Arnett, Rick Klamm, and Shanna Larsen with Heritage Insurance were present to summarize the insurance renewals for the City. They presented Council with summaries of the changes for this year. The City will have the same carrier. The property did increase from ~\$35,000 to ~\$53,000 because of the increased value; most of the value increase came from adding the Legacy Station building. Workers' Comp mod rate went down helping lower the Traveler's premium. Rotter motioned to approve the renewals, excluding the terrorism policy, for a total of \$97,504.11. Motion seconded by Nielsen. Motion carried 5/0. Klingsporn absent.

Nielsen motioned to approve Fire Department's Cadet Application of Landon Hauptman. Motion seconded by Rotter. Motion carried 5/0. Klingsporn absent.

Rotter motioned to approve entering into agreement with SCEDD for the purpose of completing a procurement process on the City's behalf for architect selection for the library and food bank portion of the Legacy Station for an amount not to exceed \$500.00. Motion seconded by Rodriguez. Motion carried 5/0. Klingsporn absent.

Nielsen motioned to approve contract with SCEDD for construction management services for an amount not to exceed \$8,000.00 for the City's 2022 Public Works Grant - # 22-PW-009 - Senior Center Project. Motion seconded by Thompson. Motion carried 5/0. Klingsporn absent.

Mayor Cramer discussed the 2024/2025 contract with Midlands Area Agency on Aging. MAAA will no longer be providing reimbursement for a portion of the Senior Center director's wages or any mileage. Rotter motioned to approve the 2-

24/2025 contract with Midland Area Agency on Aging for senior center meal program. Motion seconded by **Rodriguez**. Motion carried 5/0. Klingsporn absent.

Rotter motioned to approve contract with the Village of Cairo for providing their senior center meals for the 2024/2025 program. Motion seconded by **Rennau**. Motion carried 5/0. Klingsporn absent.

Nielsen motioned to approve renewing 3 year price contract with Protex Central for burglar/security testing and monitoring for City Hall and the Aquatic Center. Motion seconded by **Rotter**. Motion carried 5/0. Klingsporn absent.

Rotter motioned to approve quote received from Atlas Automation for replacement water system control panel in the amount of \$40,710.20. Motion seconded by **Nielsen**. Motion carried 5/0. Klingsporn absent.

Rotter motioned to approve allowing VBS to close 10th Street between City Hall and the park July 8-11 from 5:00pm – 8:30pm. Motion seconded by **Thompson**. Motion carried 5/0. Klingsporn absent.

Rennau motioned to approve payment to JEO (Invoice 151004) in the amount of \$347.50 for work completed on 2023 Electric System Improvements. Motion seconded by **Thompson**. Motion carried 5/0. Klingsporn absent.

Nielsen motioned to approve payment to IES Commercial (Invoice 542032019-07 FINAL) in the amount of \$29,620.00 for ball field lighting project. Motion seconded by **Thompson**. Motion carried 5/0. Klingsporn absent.

Nielsen motioned to approve Letter of Authorization from W Design for services for the water main and sewer extension for Babel Subdivision Addition. Motion seconded by **Rodriguez**. Motion carried 5/0. Klingsporn absent.

Christina Wemhoff summarized the Treasurer's Report for the month of May 2024.

Department Remarks:

None.

Council Remarks:

Rennau: Asked about the water from the pool running over the curb. Cramer explained it was from the splash pad/ water features on windy days – has instructed managers to shut them off or turn them down as needed.

Mayor Remarks:

- (1) Has spoken with Dobesh, will hopefully be able to start the explosion site cleanup in 2-3 weeks.

As there was no further business to come before this session of the Council, Council member **Nielsen** made the motion to adjourn at 7:52 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

7/2/2024

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

HOMETOWN LEASING	SE	44.71
US TREASURY	IT	45.08

Street Fund

DE LAGE LANDEN	SU	4191.00
----------------	----	---------

Sewer Fund

JOHNSON SERVICE	SE	1200.00
-----------------	----	---------

Park Fund

ISLAND SPRINKLER	SU	263.12
------------------	----	--------

Electric Fund

BORDER STATES	SU	599.83
MATHESON	SU	142.78
SPPD	UE	50040.04
VILLAGE CLEANERS	SE	102.46
WESCO	SU	1408.00

Water Fund

MUNICIPAL SUPPLY	SU	843.89
------------------	----	--------

Senior Center Fund

DON MAYS	RE	475.00
DON MAYS	RE	213.06
DENNIS WAGONER	RE	228.47

REVIEWED BY:

Pool Fund

EAKES	SU	122.70
MOLLY STEWART	RE	100.00
AQUA-CHEM	SU	1787.50

COUNCILPERSON

Ambulance Fund

BOUND TREE	SU	53.97
------------	----	-------

Variety Fund

MENARDS	SU	1405.03
CINTAS	SU	172.55
DOLLAR GENERAL	SU	98.67
GREAT PLAINS COMM	UE	538.65
HERITAGE INS	IT	82657.11
ACE HARDWARE	SU	182.27
PRESTO-X	SE	370.99
STRONG WINDOW	SE	275.00
TRAVELERS	IT	1393.00
VERIZON	UE	175.70
HEARTLAND DISPOSAL	SE	340.14
CITY OF WOOD RIVER	UE	5302.26
HECTOR GONZALES	RE	97.84

TOTAL DISB.	\$	154,870.82
CHECKS NOT ON LIST	\$	71,626.05
	\$	226,496.87

Checks not on list

38263 JEO	347.50
38264 IES	29620.00
38265 MIDWAY	41432.00
38266 USPS	226.55

SDL - LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

CK086859 Cairo Bowl + Lounge Inc
License # Licensee Name/Non-Profit Organization

Event location name: Bables Barn

Event address/location: 510 W old military Rd, Wood River, Ne

Event date(s): 8-31-24

Event start time(s): 3:00pm

Event end time(s): 1:00pm

Indoor area to be licensed in length & width: 100 X 150

Outdoor area to be licensed in length & width: _____ X _____ (Must submit a diagram)

Estimated number of attendees: 100

Alternate dates/times: None

Alternate location name/location: None

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Scott A Bradley Event contact phone number: 308 390-6623

Event contact Email: CairoBowl1@gmail.com

*Signature Authorized Representative: Scott A Bradley

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL - LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

CK086859 License # Cairo Bowl & Lounge Inc Licensee Name/Non-Profit Organization

Event location name: Bables Bar

Event address/location: SID W. Old Military Rd. Wood River Ne

Event date(s): 9-7-24

Event start time(s): 3:00 PM

Event end time(s): 1:00 AM

Indoor area to be licensed in length & width: 100 X 150

Outdoor area to be licensed in length & width: _____ X _____ (Must submit a diagram)

Estimated number of attendees: 120

Alternate dates/times: None

Alternate location name/location: None

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Scott A. Bradley Event contact phone number: 308 390-6623

Event contact Email: Cairo Bowl 2@gmail.com

*Signature Authorized Representative: Scott A. Bradley

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

125345

Pistoleros Bar Mexican Grill & Event Center

License #

Licensee Name/Non-Profit Organization

Event location name: **Babels Barn**

Event address/location: **510 Old Military Rd Wood River Ne 68883**

Event date(s): 08/10/2024

Event start time(s): 3:30 PM

Event end time(s): 12:30 AM

Indoor area to be licensed in length & width: 80 x 57

Outdoor area to be licensed in length & width: _____ X _____ (Must submit a diagram)

Estimated number of attendees: 350

Alternate dates/times: None

Alternate location name/location: None

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Renato Molina Event contact phone number: 308-371-7673

Event contact Email: matam1987@gmail.com

*Signature Authorized Representative: Consuelo Hernandez

Local Governing Body completes below:

The local governing body for the City of _____ **OR**
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

INTERLOCAL AGREEMENT
BY AND AMONG THE COUNTY OF HALL, NEBRASKA, THE CITY OF WOOD RIVER,
NEBRASKA, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA
FOR BUILDING INSPECTION SERVICES

WHEREAS, under the provisions of the Interlocal Cooperation Act, NEB.REV.STAT. §13-801 *et seq.*, local political subdivisions may contract with one another for the performance of any governmental service, activity or undertaking that at least one of the contracting public agencies is authorized by law to perform; and

WHEREAS, the Parties hereto desire to enter into such a contractual agreement for the County of Hall to provide building inspection services to the City of Wood River and the Villages of Alda, Cairo, and Doniphan as specified herein.

NOW THEREFORE, the County of Hall, ("County") the City of Wood River ("City") and the Villages of Alda, Cairo, and Doniphan ("Villages") agree as follows:

1. Purpose. The purpose of this Agreement is for City and Villages to contract with County to ensure that appropriate building inspection services are provided within Cities and Villages municipal boundaries and extraterritorial zoning jurisdiction as an alternative to providing their own building inspection services as may be otherwise provided by law.
2. Term. This Agreement shall be for a term of two (2) years, beginning July 1, 2024 and shall terminate on June 30, 2026 unless further extended by the Parties.
3. Uniform Building and Construction Codes and Fees. In order to promote efficiency of building inspection services provided hereby, it is desirable that the building and construction codes and fees adopted by the Parties be uniform among all the Parties to this Agreement through the establishment of a building code committee consisting of the County Building Inspector and one member selected by the governing body of each village and city party to this agreement. The committee shall study and make recommendations to each entity regarding the adoption of building and construction codes to be enforced by the Building Inspector and fees charged for plan reviews, inspections, permits and certificates. Within each Party's zoning jurisdiction territory, the Building Inspector shall enforce building and construction codes approved by the building code committee and adopted by the

respective Parties.

4. Funding. In the months of July 2024 and 2025, City and each Village shall pay to County \$10,000.00 for the services to be provided hereby and County shall provide \$60,000.00 for County's Building Inspector Department. Starting in July 2018 and each July thereafter, County shall provide to each party an accounting of the: (i) fees collected by the Department, (ii) funds received by County from the Parties and allocated to the use of the Department, and (iii) Department expenses paid. The Department expenses paid shall be subtracted from the sum of the (i) fees collected and (ii) the funds provided by the Parties. No later than March 1st following each such accounting, County shall return the resulting amount to the Parties, pro-rata, based upon the funds provided by each Party for the use of the Department.
5. Services-Generally.
 - 5.1. Approval and Priority. All services provided by County to City and Villages, as detailed in this Agreement, will be performed by County's building inspection staff as approved and directed by County.
 - 5.2. Appointment. County's Building Inspector is hereby appointed to serve as Building Inspector for City and Villages and shall carry out the duties and functions of Building Inspector as set forth in City's and each respective Village's Ordinances.
 - 5.3. Building Inspector Services. County's Building Inspector shall be responsible for the administration and enforcement of the uniform codes and related federal, state, and local laws and ordinances. The Building Inspector shall provide organized procedures for the reviewing of plans and specifications, field checking construction projects, issuance of permits and investigation of substandard structures for abatement.
6. Building Inspector. County's Building Inspector will perform the duties and provide the services of Building Inspector for the City and Villages to enforce and administer the provisions of adopted and enacted uniform building codes and amendments thereto and is authorized to render interpretations of codes in accordance with the adopted construction codes.
7. Inspections: Plan Review and Code Enforcement. County's building inspection staff will issue zoning clearance and building permits, perform plan review and site/building inspections, and issue correction notices, and issue certificates of occupancy pursuant to the

terms and procedures provided in this Agreement.

- 7.1. Plan and Specification Review Services. County's building inspector staff will review plans and specifications for zoning and code compliance upon request and in accordance with the current zoning, building and construction codes as adopted and amended by the State of Nebraska and respective Parties to this Agreement.
- 7.2. Field Check/Inspection Services. County Building Inspection Staff shall perform field checks/ building inspections, including building, plumbing, electric and mechanical inspections.
8. Records. County's Building Inspection staff shall maintain records of all inspection requests, inspection reports, applications, and all permits and certificates issued or denied.
9. Violations. City and Villages will be responsible for enacting and maintaining their own zoning ordinance and building code. Violations of City and Village building codes will be prosecuted by the respective city or village attorney.
10. Fees. Fees for inspections and the issuance of permits and certificates shall be collected by the Building Inspector and remitted to the County Treasurer for deposit in the Building Inspector Fund. Fees imposed pursuant to a Party's Zoning Regulations and Zoning Ordinance shall be paid to the Party's county or municipal clerk.
11. Provision of Personnel and Support. County shall be responsible for employing qualified staff for the provision of services as set forth herein and shall provide for necessary equipment, supplies, material and administrative support.
12. Indemnification and Hold Harmless. Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents or subcontractors while performing their duties under this Agreement, provided that the other Party gives the indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The rights, duties and obligations set forth in this section survive termination or expiration of this agreement.

13. Insurance. The Parties shall maintain at all times during this Agreement, at each Party's own expense, a policy or policies of insurance, containing coverage for any contingencies described herein. The minimum acceptable limits of liability shall be the same as the total amounts recoverable by any person for any number of claims arising out of a single occurrence, and for all claims arising out of a single occurrence, respectively, as set forth under the Political Subdivisions Tort Claims Act, at NEB.REV.STAT. §13-196, or as may be revised.

The Parties shall promptly notify the others of any claims or suits received or served against them, their officers, employees or agents relating to the provisions of this Agreement, or the building inspection services described herein.

14. Amendment. This Agreement may be modified only by written amendment, duly executed by authorized representatives of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which provisions shall be effective.

15. Assignment. None of the Parties may assign its rights under this Agreement without the express prior written consent of the other Party.

16. Captions. Captions used in this Agreement are for convenience and not used in the construction of this Agreement.

17. Waiver. Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

18. Notice. In further consideration of the mutual covenants contained herein, the Parties hereto expressly agree that for the purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following designated officers shall be the authorized representatives of the Parties:

For City: City of Wood River, Attn: Mayor, P.O. Box 8, Wood River, NE 68883.

For County: County Clerk, 117 South Pine Street, Grand Island, NE 68801

For Alda: Village Clerk, P.O. Box 100, Alda, NE 68810

For Cairo: Village Clerk, PO Box 456, Cairo, NE 68824

For Doniphan: Village Clerk, PO Box 189, Doniphan, NE 68832

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by electronic means with a signed return receipt.

19. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed, and the remainder of this Agreement will remain in full force and effect.
20. Nondiscrimination. The Parties agree that in accordance with the Nebraska Fair Employment Act, NEB. REV. STAT. §48-1 122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
21. No Third-Party Rights. This Agreement is not intended to, nor shall it provide third Parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege, except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
22. Independent Contractors. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that a Party or a Party's personnel, employees, agents, contractors or servants perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of another Party. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.
- 22.1. None of the Parties or its personnel, employees, agents,

contractors or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, worker's compensation insurance.

22.2. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations and payments pertaining to social security taxation, income tax withholding, worker's compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters.

22.3. Any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party, its officers, employees, agents, contractors or servants shall in no way be the responsibility of the other Party. All acts and contracts of each shall be in its own name and not the name of the other, unless otherwise provided herein.

23. No Separate Administrative Entity. This Agreement does not establish any separate legal or administrative entity.

24. Drug Free Policy. All of the parties have established and maintain a drug free workplace policy.

25. Availability of Funds. The obligations of the Parties in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law.

In the event funding is withdrawn, reduced or limited in any way after the effective date of this contract, the Parties shall renegotiate this Agreement under those new funding limitations and conditions.

26. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

27. Execution. This Agreement of the Parties hereto is expressed by the approval in open meeting by the City Council and County and Village Boards, and the following execution by the respective authorized representatives.

Land Surveying Quote



Client	
Project Name	Replating Lots 7-12 Blk 27, Vacated 8th St, Lots 1-2 Blk 28, Original Town
Address	
City, State ZIP	Wood River, Nebraska
Phone	
Email	
Client	City of Wood River

Contractor information	
Company	Brown Surveying Services
Name	Bryan Brown
Address	419 4th Street
City, State ZIP	Shellton, Nebraska 68876
Phone	308-216-0582
Email	bbrown@brownsurveyingservices.com
Completion date	XX/XX/XXX

Scope of Services

Brown Surveying Services shall provide the following services ("Scope of Services") to Client for the Project: Provide a Legal Survey for the replating of Lots 7-12 Block 27, 8th Street vacation, and Lots 1-2 Blk 28 all in the Original Town of Wood River, Hall County, Nebraska. Should Client request work in addition to the Scope of Services, Brown Surveying Services shall invoice Client for such additional services (Optional Additional Services) at the standard Schedule of Fees provided in this quote, plus reimbursable expenses if any. Brown Surveying Services shall not commence work on Optional Additional Services without Client's prior written approval.

Brown Surveying Services agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. Our proposed cost to complete the land surveying services listed above is \$2,500.00

Schedule of Services

Unless otherwise agreed, Brown Surveying Services expects to perform its services under the Agreement as follows:
 Anticipated Start Date: Upon receipt of signed Letter of Agreement
 Anticipated Completion Date: 4 weeks from Notice to Proceed

Brown Surveying Services will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Brown Surveying Services reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties

Schedule of Fees

Surveyor, RLS	Per Hour	135.00
Drafting, RLS	Per Hour	90.00
Supplies	Lump Sum	1.1x Cost
Mileage	Per Mile	0.75

General

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Brown Surveying Services with respect to the Project. The Agreement may only be modified in writing signed by both parties.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Brown Surveying Services. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

Bryan Adam Brown

Surveyor, RLS
Professional Seal Number: 10114
State of Nebraska

6/26/2024

Bryan Brown, RLS/Owner

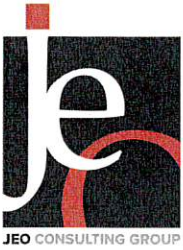
Date

Service Acceptance

I, _____, accept the above scope of work, proposed to be completed for the amount of \$2,500.00.

Signature

Date



Invoice

June 21, 2024
 Project No: R222241.00
 Invoice No: 151857
 Invoice Amount: 8,850.00

Greg Cramer
 City of Wood River
 1002 Main Street
 P.o. Box 8
 Wood River, NE 68883

Project Manager Corey Brodersen
 Project R222241.00 Wood River Senior Center

Professional Services through May 31, 2024

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Schematic Design	\$10,500.00	100%	\$10,500.00	\$4,725.00	\$5,775.00
Design Development	\$22,200.00	5%	\$1,110.00	0.00	\$1,110.00
Construction Documents	\$39,300.00	5%	\$1,965.00	0.00	\$1,965.00
Hourly Phase(s)					
Bidding and Negotiation			0.00	0.00	0.00
Construction Administration			0.00	0.00	0.00
Reimbursable Expenses			0.00	0.00	0.00
Total	\$72,000.00		\$13,575.00	\$4,725.00	\$8,850.00
Total Amount Due Upon Receipt :					\$8,850.00

Email Invoice: clerkcwr@woodriverne.com CC: LoriF@SCEDD.us

Two Rivers Public Health Department

516 West 11th St,
 Suite 108B
 Kearney, NE 68845

Invoice

Date	Invoice #
5/31/2024	506

Bill To
Dunn Building LLC 108 East 9th St Wood River, NE 68883

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	LBP Inspection (Wood River 23TFRH34010) *Follow-up compliance inspection to be billed separately near project completion	500.00	500.00
		Total	\$500.00



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

Name of Recipient City of Wood River	Mailing Address 108 W 10th Street	City/State/Zip Wood River, NE 68883
NAHTF Award Number 23-TFRRH-34010	Federal Identification Number 47-6006420	DED Program Representative Morgan Pearson
	Payment Request Number 3	

Part I – STATUS OF FUNDS

1. Total of Previous Payment Requests for NAHTF funds.	\$ 7,550.00	IMPORTANT
<i>Proceed with this payment request only if Recipient has received notification of previous payment request approval.</i>		
Round all figures down to penny.		

Part II – CASH REQUIREMENTS

Label each column with budget activity name. Enter "Final" if this is Final Request	Gen Admin	Housing Mgmt	Rehabilitation	LBP Test			Totals
1. Total Cash Requirements to Date	\$2,000.00		\$25,540.00	\$500.00			\$28,040.00
2. Less: Local Match (Other Funds) Applied			\$19,990.00				\$19,990.00
3. Less: State Trust Funds Disbursed to date (Total of this line must agree with Part I, Line 1)	\$2,000.00		\$5,550.00				\$7,550.00
4. Total of Current State Trust Funds Requested	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00

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

Signature of Authorized Official	Typed Name of Authorized Official Greg Cramer, Mayor	Date 7/2/2024
Signature of Authorized Official	Typed Name of Authorized Official Ashley Manning, Clerk	Date 7/2/2024
Person Preparing Request for NAHTF Form Name: LeAnn Jochum	Organization: SCEEDD, Inc.	Email: leann@sceedd.us
DEPARTMENT OF ECONOMIC DEVELOPMENT USE	AMOUNT APPROVED: \$	INITIALS
INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED		DATE
Telephone Number: 308.455.4776		