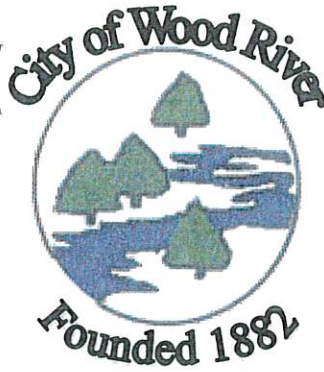


*A Proud Past*

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 August 6

TIME: 7:00 PM

BILL READERS: THOMPSON & RENNAU  
PUBLIC NOTICE: (FOLLOWING PAGES)

**I. CALL TO ORDER:**

**II. ROLL CALL:**

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

The Mayor led the Council Members and audience in the Pledge of Allegiance. Mayor Cramer advised the public body of the Open Meetings Act that is posted in the meeting room and entry hall.

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

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

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

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

**VI. CONSENT AGENDA:**

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

VI. Regular Meeting Minutes: July 16, 2024

Handout

VI. Disbursements \$80,517.01

Pages 1-2

VI. Checks not on the list \$1,774.92

VI. Automatic payments

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. Clearly \$361.59

VI. SDL Request(s)

Country Catering Inc.	***8/24/24 3:00pm-1:00am***	Babel's Barn 510 W Military Rd. Wood River, NE	Page 3
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**VII. INTRODUCTION OF ORDINANCES AND RESOLUTIONS**

**ORDINANCE 588 AN ORDINANCE TO VACATE A PORTION OF 8<sup>TH</sup> STREET AND NORTH STREET IN THE ORIGINAL TOWN OF WOOD RIVER, HALL COUNTY, NEBRASKA, AS DESCRIBED IN SECTIONS 1 AND 2 HEREOF; AND TO DECLARE AN EFFECTIVE DATE.** Pages 4-6

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

1. SHERIFF'S report for the month of July 2024. Pages 7-9
  
2. CHRISTINA WEMHOFF discuss first round budget review. Handout
  
3. CHRISTINA WEMHOFF discuss/approve exceeding the allowable growth rate by an additional 1%. Handout
  
4. ASHLEY MANNING discuss/approve amended contract with Cairo for providing their senior center meals. Pages 10-12

5. ERIC NIELSEN discuss/approve interlocal agreement with Hall County Sheriff's Department. Pages 13-16
  
6. GREG CRAMER update on ambulance contract.
  
7. MAYOR CRAMER discuss lots located at 308 W. 13<sup>th</sup> St.
  
  
8. MAYOR CRAMER discuss/approve pay application # 1 from Ensley Electrical Services in the amount of \$86,275.20 for work completed on the 2023 Electrical Distribution System Improvements. Pages 17-20
  
  
9. MAYOR CRAMER discuss/approve quotes received for demolishing remaining trailer on 8<sup>th</sup> Street lots. Handout
  
  
10. MAYOR CRAMER discuss/approve invoice 1711-101 from Harold K Scholz, Co. in the amount of \$7,831.46 for electrical repairs. Page 21
  
  
11. MAYOR CRAMER discuss/approve invoice 152476 from JEO in the amount of \$13,930.00 for work completed on the Wood River Senior Center Project. CDBG # 22-PW-009. Page 22
  
  
12. MAYOR CRAMER discuss/approve drawdown # 7 in the amount of \$8,699.28. CDBG # 22-PW-009. Page 23

13. MAYOR CRAMER discuss/approve quote received from Diamond Engineering in the amount of \$42,530.00 for culvert repairs.

Page 24

14. MAYOR CRAMER discuss/approve change order # 1 in the amount of \$16,740.00 for the 8<sup>th</sup> Street Water Main Relocation project.

Page 25

**IX. COUNCIL REMARKS:**

**X. MAYOR'S REMARKS:**

**XI. DEPARTMENT'S REMARKS:**

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

August 20

|

September 3

|

September 17

CLAIMS

8/6/2024

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**

CAPITAL BUSINESS	SE	1364.52
HOMETOWN LEASING	SE	44.71
STATE GLASS	SU	15.00

**Street Fund**

CENTRAL NE BOBCAT	SU	149.93
BARCO	SU	1321.12
VONTZ PAVING	SU	761.60

**Sewer Fund**

CHRISTINA WEMHOFF	RE	17.00
PLATTE VALLEY LAB	SE	125.00
IOWA PUMP WORKS	RP	1093.64
NEBRASKA PUBLIC HEALTH	SE	16.00

**Fire Fund**

KELLY SUPPLY	SU	47.61
COPYCAT PRINTING	SU	37.94
WR VOLUNTEER FIRE	RE	816.06
C&C MILLWORK	SU	240.00
JERRY'S SHEETMETAL	RP	501.50

**Electric Fund**

ALTEC	RP	2796.99
BORDER STATES	SU	98.90
ONE CALL CONCEPTS	SE	61.10
SPPD	UE	2935.56
SPPD	UE	9.74
WAPA	UE	1876.74
LMWIN LOAD MNGMT	SE	2300.50

**Water Fund**

PLATTE VALLEY COMM	SE	357.91
MUNICIPAL SUPPLY	SU	151.34
CENTRAL DISTRICT HEALTH	SE	156.00

**Police Fund**

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

STICK CREEK KIDS	SU	13741.00
DENNIS WAGONER	RE	219.76
WHISKEY RIVER	SU	168.00

**Game & Park Fund**

NEBRASKA GAME & PARK	RE	87.50
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**Pool Fund**

AED MARKET	SU	251.00
COMMERCIAL REC	RP	1290.00
DETERDINGS	SU	559.92
AQUA-CHEM	SU	3602.65
CASH-WA	SU	5498.89

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REVIEWED BY:

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COUNCILPERSON

CASSIE LECHTENBERG	RE	107.16
<b>Ambulance Fund</b>		
BOUND TREE	SU	115.99
<b>Variety Fund</b>		
MENARDS	SU	459.48
CWR	UE	5278.24
ARNOLD MOTOR SUPPLY	SU	343.25
BLACK HILLS ENERGY	UE	1708.05
CARDMEMBER SERVICES	MI	3038.09
DOLLAR GENERAL	MI	183.90
EAKES	SU	289.39
GREAT PLAINS	UE	538.65
HEARTLAND DISPOSAL	SE	1285.15
HERITAGE INS	IT	1784.00
MACQUEEN	SU	2370.38
PRESTO-X	SE	238.65
STRONG WINDOW	SE	275.00
TITAN MACHINERY	OE	10000.00
USBANK	MI	659.96
VERIZON	UE	175.74
USPS-TMS	OE	1000.00

TOTAL DISB.	\$	80,517.01
CHECKS NOT ON LIST	\$	1,774.92
	\$	82,291.93

**Checks not on list**

38351 SCEDD	950.00
38352 HEARTLAND DISPOSAL	576.53
35356 USPS	248.39

# 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](mailto:lcc.sdl.licensing@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

126044

Country Catering INC dba Carl's at Mahoney

License #

Licensee Name/Non-Profit Organization

Event location name: Babel's Barn

Event address/location: 510 W Old Military Road, Wood River, NE 68883

Event date(s): Aug. June 24, 2024

Event start time(s): 3 PM

Event end time(s): 1 PM

Indoor area to be licensed in length & width: 80 X 94

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

Estimated number of attendees: 200

Alternate dates/times: None

Alternate location name/location: None

Type of alcohol to be served: Beer  Wine  Distilled Spirits

Event contact name: Diane Kucera Event contact phone number: 308-440-8259

Event contact Email: diane@countrycatering.net

\*Signature Authorized Representative: \_\_\_\_\_

## 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

ORDINANCE NO. 588

AN ORDINANCE TO VACATE A PORTION OF 8TH STREET AND NORTH STREET IN THE ORIGINAL TOWN OF WOOD RIVER, HALL COUNTY, NEBRASKA, AS DESCRIBED IN SECTIONS 1 AND 2 HEREOF; AND TO DECLARE AN EFFECTIVE DATE.

WHEREAS, the City intends to vacate a portion of 8<sup>th</sup> Street lying immediately adjacent to Lots 7-12 of Block 27; and a portion of North Street lying immediately adjacent to Lots 1 and 2 of Block 28, all in the Original Town of Wood River, Hall County, Nebraska, described in Sections 1 and 2 hereof be vacated, and

WHEREAS, because of the location of said property, the Mayor and City Council of Wood River have determined the City no longer has a need for the property described in Sections 1 and 2 hereof other than for reservation of easements, and hereby approve the vacation of said streets.

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

SECTION 1. That the Mayor and City Council of the City of Wood River, do hereby vacate that portion of 8<sup>th</sup> Street, more fully described as follows:

A TRACT OF LAND CONSISTING OF PART OF THE ORIGINAL TOWN OF WOOD RIVER, HALL COUNTY, NEBRASKA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 27, ORIGINAL TOWN OF WOOD RIVER, SAID POINT BEING THE POINT OF BEGINNING AND THE NORTH RIGHT OF WAY LINE OF 8TH STREET; THENCE ON AN ASSUMED BEARING OF N89°56'22"E, ALONG THE SOUTH LINE OF SAID BLOCK 27, A DISTANCE OF 215.53 FEET, THENCE S00°03'38"E A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH LINE OF BLOCK 28, ORIGINAL TOWN OF WOOD RIVER AND THE SOUTH RIGHT OF WAY LINE OF 8TH STREET, THENCE S89°56'23"W, ALONG THE NORTH LINE OF SAID BLOCK 28, A DISTANCE OF 216.09 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF LOT 1 BLOCK 28, ORIGINAL TOWN OF WOOD RIVER, THENCE N00°20'35"E A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS A CALCULATED AREA OF 17265 SQUARE FEET, 0.40 ACRES, MORE OR LESS;



subject to all easements of record.

SECTION 2. That the Mayor and City Council of the City of Wood River, do hereby vacate that portion of North Street, more fully described as follows:

A TRACT OF LAND CONSISTING OF PART OF THE ORIGINAL TOWN OF WOOD RIVER, HALL COUNTY, NEBRASKA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE PROJECTION OF THE EAST RIGHT OF WAY OF MARSHALL STREET AND THE SOUTH LINE OF THE VACATED NORTH 15 FEET OF NORTH STREET PER ORDINANCE 21 FOUND IN MISCELLANEOUS BOOK N PAGE 660 IN COUNTY COURTHOUSE RECORDS, SAID POINT BEING THE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF N68°45'50"E ALONG THE SOUTH LINE OF THE VACATED NORTH 15 FEET OF NORTH STREET, A DISTANCE OF 307.42 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF BLOCK 28, ORIGINAL TOWN OF WOOD RIVER, SAID POINT ALSO BEING ON THE PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 8TH STREET, THENCE N89°56'19"E ALONG THE PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 8TH STREET A DISTANCE OF 14.82 FEET TO A POINT ON THE PROJECTION OF THE WEST RIGHT-OF-WAY LINE OF WEST STREET, THENCE S00°13'22"W ALONG THE PROJECTION OF THE WEST RIGHT-OF-WAY LINE OF WEST STREET, A DISTANCE OF 31.20' TO A POINT, THENCE S63°39'25"W A DISTANCE OF 336.61 FEET TO A POINT ON THE PROJECTION OF THE EAST RIGHT-OF-WAY LINE OF MARSHALL STREET, THENCE N00°20'35"E ALONG THE PROJECTION OF THE EAST RIGHT-OF-WAY LINE OF MARSHALL STREET, A DISTANCE OF 69.23 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 15924 SQUARE FEET, 0.36 ACRES, MORE OR LESS;

subject to all easements of record.

SECTION 3. That the City of Wood River, Nebraska reserves the right to maintain, operate, repair, and renew public utilities existing; and there is reserved to the City, any public utilities, and any cable television systems the right to maintain, repair, renew, and operate water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances, including lateral connections or branch lines, above, on, or below the surface of the ground that are existing as valid

easements at the time title to the property is vacated for the purposes of serving the general public or the abutting properties and to enter upon the premises to accomplish such purposes at any and all reasonable times.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_ day of August, 2024.

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

ATTEST:

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

#### CERTIFICATE OF ADOPTION

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council of the City of Wood River, Nebraska, held on the \_\_\_\_ day of August, 2024.

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

(SEAL)

August 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 July, 2024.

<u>Patrol Time</u>		<u>Detail Time</u>		<u>C.I.D.</u>	
192.92 Hours		10.36 Hours		1.00 Hours	
911 Hang up	4	Civil Dispute	4	Sex Offense	1
Alarm	1	Dds	1	Suspicious	1
Assist Fre	1	Disturbance	1	Traffic Offense	1
Assist Medical	5	Fireworks	1	Traffic Stop	22
Child Abuse	1	Parking Problem	7	Warrant	2
Citizen Assist	1	Runaway Located	1	Welfare Check	2

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

Sincerely,

*Rick Conrad*

Rick Conrad  
Sheriff of Hall County

RC/jb  
enc.

Number	Time and Date	Nature	Address	Loctn	Dsp
Agency: Hall Co. Sheriff's Office					
L24070191	11:05:33 07/03/24	911 Hang Up	1403 COTTONWOOD ST, Wood R	WOOD	CLO
L24070560	12:04:06 07/07/24	911 Hang Up	1401 COTTONWOOD ST, Wood R	WOOD	CLO
L24070583	22:36:17 07/07/24	911 Hang Up	1406 COTTONWOOD ST, Wood R	WOOD	CLO
L24073083	17:30:48 07/30/24	911 Hang Up	1112 MAIN ST, Wood River,	WOOD	CLO
L24072728	00:05:15 07/27/24	Alarm	108 EIGHTH ST W; CASEYS CO	WOOD	CLO
L24072585	23:19:16 07/25/24	Assist Fire	408 ELEVENTH ST W, Wood Ri	WOOD	CLO
L24070552	09:50:40 07/07/24	Assist Medical		WOOD	CLO
L24071367	13:38:09 07/15/24	Assist Medical		WOOD	CLO
L24072355	18:53:27 07/23/24	Assist Medical		WOOD	CLO
L24072523	10:45:37 07/25/24	Assist Medical		WOOD	CLO
L24072858	04:47:33 07/28/24	Assist Medical		WOOD	CLO
L24071776	11:40:00 07/15/24	Child Abuse		WOOD	CLO
L24073003	19:50:07 07/29/24	Citizen Assist	312 TWELFTH ST W, Wood Riv	WOOD	CLO
L24070231	19:33:37 07/03/24	Civil Dispute	306 EAST ST, Wood River, N	WOOD	CLO
L24071680	13:17:26 07/17/24	Civil Dispute	202 EIGHTH ST W, Wood Rive	WOOD	CLO
L24072002	10:18:06 07/20/24	Civil Dispute	EIGHTH ST W & MARSHALL ST,	WOOD	CLO
L24072896	17:02:29 07/28/24	Civil Dispute	13800 WOOD RIVER RD W; WOO	WOOD	CLO
L24071281	15:37:15 07/14/24	Dds	US HIGHWAY 30 W & MARSHALL	WOOD	CAA
L24070575	18:21:55 07/07/24	Disturbance	402 FOURTEENTH ST E, Wood	WOOD	CLO
L24070154	22:25:25 07/02/24	Fireworks	112 TWELFTH ST W; area beh	WOOD	CLO
L24070607	07:25:38 07/08/24	Parking Problem	US HIGHWAY 30 W & ELEVENTH	WOOD	CLO
L24070608	07:32:32 07/08/24	Parking Problem	ELEVENTH ST E & MAIN ST, W	WOOD	CLO
L24070609	07:44:37 07/08/24	Parking Problem	ELEVENTH ST E & OAK ST, Wo	WOOD	CLO
L24070610	07:49:45 07/08/24	Parking Problem	ELEVENTH ST E & LILLEY ST,	WOOD	CLO
L24070611	08:25:20 07/08/24	Parking Problem	COTTONWOOD ST & EIGHTH ST	WOOD	CLO
L24072967	13:32:20 07/29/24	Parking Problem	TWELFTH ST E & WALNUT ST,	WOOD	CAA
L24072973	14:26:20 07/29/24	Parking Problem	TWELFTH ST W & DODD ST, Wo	WOOD	CLO
L24073152	11:20:24 07/31/24	Runaway Located		WOOD	CLO
L24072249	18:16:12 07/22/24	Sex Offense		WOOD	CLO
L24071130	10:42:10 07/13/24	Suspicious	Wood River area, Wood Rive	WOOD	CLO
L24072263	21:37:04 07/22/24	Traffic Offense	602 THIRTEENTH ST E; WOOD	WOOD	CAA
L24070235	19:56:06 07/03/24	Traffic Stop	110 NINTH ST E; HERITAGE B	WOOD	CLO
L24070466	07:16:11 07/06/24	Traffic Stop	108 EIGHTH ST W; CASEYS CO	WOOD	CLO
L24071116	09:55:29 07/13/24	Traffic Stop	US HIGHWAY 30 W & PINE ST,	WOOD	CLO
L24071124	10:23:26 07/13/24	Traffic Stop	US HIGHWAY 30 W & MARSHALL	WOOD	CLO
L24071132	10:46:20 07/13/24	Traffic Stop	US HIGHWAY 30 W & 130TH RD	WOOD	CAA
L24071135	11:11:36 07/13/24	Traffic Stop	NEBRASKA HIGHWAY 11 N & 13	WOOD	CLO
L24071137	11:23:43 07/13/24	Traffic Stop	US HIGHWAY 30 W & COTTONWO	WOOD	CAA
L24071149	13:52:01 07/13/24	Traffic Stop	US HIGHWAY 30 W & PINE ST,	WOOD	CLO
L24071163	16:17:46 07/13/24	Traffic Stop	US HIGHWAY 30 W & MARSHALL	WOOD	CLO
L24071164	16:31:19 07/13/24	Traffic Stop	US HIGHWAY 30 W & PINE ST,	WOOD	CLO
L24071165	16:38:24 07/13/24	Traffic Stop	US HIGHWAY 30 W & WALNUT S	WOOD	CAA
L24071173	17:22:46 07/13/24	Traffic Stop	US HIGHWAY 30 W & COTTONWO	WOOD	CAA
L24071257	13:02:43 07/14/24	Traffic Stop	US HIGHWAY 30 W & WEST ST,	WOOD	CLO
L24071278	15:25:02 07/14/24	Traffic Stop	US HIGHWAY 30 W & PINE ST,	WOOD	CLO
L24071326	04:00:22 07/15/24	Traffic Stop	US HIGHWAY 30 W & MAIN ST,	WOOD	CLO
L24071855	06:06:56 07/19/24	Traffic Stop	US HIGHWAY 30 W & COTTONWO	WOOD	CAA
L24072070	01:09:34 07/21/24	Traffic Stop	US HIGHWAY 30 W & LILLEY S	WOOD	CLO
L24072071	01:11:16 07/21/24	Traffic Stop	US HIGHWAY 30 W & PINE ST,	WOOD	CLO
L24072104	14:00:52 07/21/24	Traffic Stop	US HIGHWAY 30 W & WEST ST,	WOOD	CAA
L24072196	12:12:19 07/22/24	Traffic Stop	US HIGHWAY 30 W & WEST ST,	WOOD	CAA
L24072839	23:10:14 07/27/24	Traffic Stop	US HIGHWAY 30 W & LILLEY S	WOOD	CAA
L24072863	09:52:25 07/28/24	Traffic Stop	US HIGHWAY 30 W & COTTONWO	WOOD	CLO
L24070725	14:55:13 07/09/24	Warrant	815 COTTONWOOD ST, Wood Ri	WOOD	CLO

08/01/24  
10:57

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

1013  
Page: 2

Number	Time and Date	Nature	Address	Loctn	Dsp
L24070933	21:40:24 07/11/24	Warrant	306 EAST ST, Wood River, N	WOOD	CLO
L24070242	20:52:34 07/03/24	Welfare Check		WOOD	CLO
L24070914	18:44:17 07/11/24	Welfare Check		WOOD	CLO
Total Incidents for This Agency:			57		

-----  
Total Incidents for This Report: 57  
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Report Includes:

All dates between `00:00:00 07/01/24` and `23:59:59 07/31/24`  
All agencies matching `HCSO`  
All officers  
All dispositions  
All natures  
All locations matching `WOOD`  
All cities  
All clearance codes  
All observed offenses  
All reported offenses  
All offense codes  
All circumstance codes

-----  
\*\*\* End of Report /tmp/rpTR0jWIE-rplwisr.r4\_4 \*\*\*  
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## Contracted Meals Project and Meal Vendor Agreement

This agreement is by and between Village of Cairo, address of 402 High St. / PO Box 456, Cairo, NE 68824, hereinafter designated as the PROJECT, and City of Wood River, address of 108 W. 10<sup>th</sup> St. / PO Box 8, Wood River, NE 68883, hereinafter designated as the MEAL VENDOR. In consideration of the mutual promises and covenants contained herein, the MEAL VENDOR and the PROJECT agree as follows:

1. The MEAL VENDOR shall prepare meals in compliance with the provisions of Public Law 92-258, Title III-C of the Older Americans Comprehensive Service amendments of 1978, and the Manual of Policies and Procedures for the Nutrition Program for the Elderly. The MEAL VENDOR will be required to meet, but not be limited to, the criteria listed below:
  - a. Meals provided will consist of 1/3 RDA for adults 60 years of age or older and shall conform to the Nebraska Department of Health and Human Services – Division of Aging Program Standards regarding meal planning patterns. (Attachment B & C)
  - b. Provide calorie-controlled foods and limit usage of salt in preparation. (Attachment D)
  - c. The hot food must be at 140° F at serving, and not over cooked. Cold food must be 40° F or below at serving.
  - d. Any other requirements of the Nebraska Department of Health and Human Services State Unit on Aging.
2. The MEAL VENDOR shall comply with all Federal, State, and Local Laws and Regulations governing the preparing and handling of food; shall procure and keep in effect all necessary licenses, permits, and food handler cards in a prominent place within the meal preparation areas as required. The MEAL VENDOR is responsible for providing the PROJECT a copy of their most current health inspection. The MEAL VENDOR shall comply with applicable Federal, State and Local Laws and Regulations pertaining to wage and hours of employment for personnel preparing PROJECT meals.
3. In event that the MEAL VENDOR fails to produce a meal or meals or other food to the PROJECT, as agreed upon, the PROJECT may procure a meal or meals or other food elsewhere, and charge or deduct from any amount payable to the MEAL VENDOR the cost of such replacement meal or meals or other food, plus any expenses incurred by the PROJECT in procuring such replacement meal or meals or other food.
4. The MEAL VENDOR will be responsible for cleaning and sanitizing transport equipment if used.
5. The MEAL VENDOR shall indemnify the PROJECT against any loss or damage (including attorney's fees and other cost of litigation) caused by the MEAL VENDOR'S negligent act or omission, theft by the MEAL VENDOR'S employees or the negligent acts or omissions of the MEAL VENDOR'S agents, or employees. The MEAL VENDOR shall defend any suit against the PROJECT alleging personal injury, sickness, or disease arising out of the consumption of the meals or other food delivered to the PROJECT or employees.
6. The PROJECT shall promptly notify the MEAL VENDOR in writing of any claims against the MEAL VENDOR or the PROJECT, and in the event of a suit being filed, shall promptly forward the MEAL VENDOR all papers in connection therewith. The PROJECT shall not insure any expense or make any settlement without the MEAL VENDOR'S consent. However, if the MEAL VENDOR refuses to defend

any such suit, the PROJECT may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the MEAL VENDOR.

7. The PROJECT shall pay the MEAL VENDOR for the meals prepared on the basis of the following schedule: according to meals ordered or provided at a maximum cost of \$ 8.00 per Contracted meal plus \$25.00 daily delivery fee. This per meal rate will include furnishing of all condiments. In the event that the PROJECT requests additional or special items of the MEAL VENDOR to be included in a meal, the MEAL VENDOR may request and negotiate a mutually agreed upon, specific additional rate or amount for the added item(s).

8. The PROJECT is tax exempt. Form 13 will be provided upon request

9. The MEAL VENDOR will not be reimbursed for any equipment purchased for enlarging its facility to produce meals.

10. The MEAL VENDOR will submit an itemized monthly statement to the PROJECT on the first working day of each month following the month of service. The statement will list the total number of meals ordered each day, any special charges allowed by this contract and any credit(s) due to the PROJECT.

11. The PROJECT shall make such payment to the MEAL VENDOR on the 15<sup>th</sup> day of the following month.

12. Any monthly statements submitted by the MEAL VENDOR after the first of the month shall be paid at the PROJECT's convenience. No Statements beyond 30 days old will be considered without prior approval from the PROJECT.

#### **STIPULATIONS:**

- a. MEAL VENDOR responsibilities include maintaining accurate meal counts.
- b. The PROJECT will be responsible for making decisions regarding cancellations due to extreme weather conditions.
- c. The PROJECT observes and will not be expected to provide meals on the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & the Friday following, Christmas Eve, and Christmas Day.

This agreement and attachments constitute the entire agreement between the MEAL VENDOR and the PROJECT with respect to the subject matter hereof and there are no further written or oral understanding to agreements with respect hereto unless specifically referred to in this agreement. No variations or modification of the agreement and no waiver of its provisions shall be valid unless fourteen (14) days written notice is given and the modifications or waivers are mutually agreed upon and signed by the duly authorized officers of the PROJECT and the MEAL VENDOR. No assignment or transfer of this agreement may be made by the MEAL VENDOR, in whole or in part, without the written consent of the PROJECT being first obtained.

This agreement shall be effective as of the 1<sup>st</sup> day of July, 2024 and shall be in force with respect to meals delivered during the period commencing on the effective date and ending the 30<sup>th</sup> day of June, 2025 and will be contingent upon availability of funds to the PROJECT by its sponsoring organizations. All notices to the PROJECT shall be addressed to the permanent office of the PROJECT, and all notices to the MEAL VENDOR shall be addressed to the permanent office of the MEAL VENDOR.

This agreement may be terminated by either party for any reason stated in writing after having given thirty (30) days notice in writing to the other party.

IN WITNESS WHEREOF, parties have caused this agreement and attachment to be signed by their duly authorized officers.

**For the PROJECT:** Village of Cairo

Address: 402 High St. / PO Box 456, Cairo, NE 68824

Signature: \_\_\_\_\_

Name, Title: \_\_\_\_\_

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

**For the MEAL VENDOR:** City of Wood River

Address: 108 W. 10<sup>th</sup> St. / PO Box 8, Wood River, NE 68883

Signature: \_\_\_\_\_

Name, Title: Greg Cramer, Mayor

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



**INTERLOCAL AGREEMENT**  
**BETWEEN THE COUNTY OF HALL AND**  
**VILLAGE/CITY OF WOOD RIVER**  
**FOR LAW ENFORCEMENT SERVICES**

WHEREAS, under the provisions of the Inter-Local 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 are authorized by law to perform, and further, under the provisions of NEB.REV.STAT. §19-3801, Villages and Cities of the First and Second Class may enter into contracts with the County Board of its County for police services to be provided by the County Sheriff, and;

WHEREAS, the parties hereto desire to enter into such a contractual Agreement for the Sheriff of Hall County to provide certain law enforcement services to the Village/City of Wood River, as specified herein. NOW THEREFORE, the County of Hall, (“the County”) and the Village/City of Wood River, (“the Village/City”) agree as follows:

The purpose of this Agreement is for the Village/City to contract with the County to ensure that necessary law enforcement services are provided within its borders, as an alternative to providing its own law enforcement services, as may be otherwise provided by law.

By this Agreement, the Village/City shall be deemed to have requested the County to provide law enforcement services through the County Sheriff’s Office, as may be required in the professional discretion of such peace officers, and the County shall be deemed to have agreed to provide such services as herein provided.

1. **Term.** This Agreement shall be for a term of one (1) year, beginning the 1st day of October, 2024, and ending the 30th day of September, 2025.
  
2. **Termination.** This Agreement may be renewed on the same or different terms as may be negotiated prior to its expiration by the governing Boards of each party. This Agreement may be cancelled by either party, with or without cause. The terminating party shall provide written notice of termination delivered not less than 90 days prior to the date of termination.
  
3. **Obligations of County and Sheriff.** The County and the Sheriff, shall:
  - a) Provide police services, at the average service level of 160 man-hours per month, within the Village/City to include: patrols by uniformed officers in marked police vehicles, bicycle patrol and foot patrol; responding to and providing law enforcement services upon citizen complaints and inquiries; criminal investigations, court appearances, and other community/law enforcement activities. Supervision of deputies assigned to said duties and ancillary management and administrative support shall be provided by the Sheriff but shall not be included within the man-hour totals;

- b) Provide Sheriff Department representation at monthly Village/City council meetings with monthly reports concerning the general activities conducted pursuant to this agreement;
  - c) Enforce Village/City ordinances by investigation of special violations and, where appropriate, issue citations;
  - d) Provide necessary deputies and other staff.
4. **Obligations of Village/City.** The Village/City shall:
- a) Furnish office space, file cabinets, photocopying facilities, desks, phone service, internet service, and supplies necessary for the Sheriff to carry out the police functions provided for herein;
  - b) Permit the Sheriff and his deputies to use all police equipment currently owned by the Village/City.
5. **Delegation of Authority and Powers.** By this agreement, the Sheriff and Deputy Sheriffs of Hall County are hereby authorized and delegated the authority, by the Village/City, to keep the public peace and to perform all such duties and exercise such powers as may be performed and exercised as though they were police officers of and for the Village/City. The County Sheriff shall be deemed the administrator of the cooperative undertaking for law enforcement services described in this Agreement.
6. **Consideration.** In consideration of this Agreement, the Village/City shall pay the County the sum of Ninety-Five thousand Four hundred Nine dollars and Sixty cents (\$95,409.60), in monthly increments of Seven thousand, Nine hundred Fifty dollars and Eighty cents (\$7,950.80).
- All monthly installments shall be payable to the Treasurer of the County and credited to the County's Law Enforcement Fund.
7. **Law Enforcement Services Defined.** The term "law enforcement services" consists of those functions deemed in the professional discretion of the County Sheriff and/or Deputies to be necessary or proper in the circumstances confronting him, her, or them, which may include patrol, effecting arrests, enforcement of state statutes, and/or enforcement of Village/City ordinances by citation, and specifically includes all authority as if such officers were performing in his, her, or their primary jurisdiction. The term "law enforcement services" shall not be construed as obligating such officers to perform in such a way as to prevent even a foreseeable injury to any member of the public at large, in the absence of the type of special relationship that has been defined by applicable case law as specifically giving rise to such a duty.
8. **Enforcement Authority, Prosecutorial Obligations.** The County Sheriff and his or her Deputies shall have complete authority, discretion and control over the exercise of all law enforcement services to be provided within the boundaries of the Village/City. In exercising such discretion, due consideration will be given to those reasonable requests of the Village/City which are properly brought to the County Sheriff's attention. Citations for both Village/City Ordinance violations and/or state law violations may be written. It is understood and agreed, however, that all prosecutions arising from violations of Village/City Ordinances shall be the sole responsibility of the Village/City. The Village/City understands that the County Attorney does not have the legal authority to charge or

prosecute Village/City Ordinance violations, and unless the Village/City employs an Attorney to do so, any ordinance violations that may be written will not be prosecuted in a court of law.

9. **Provision of Employee Benefits Responsibility.** When performing law enforcement services within the Village/City boundaries, direct compensation and provision of benefits for the County Sheriff and his or her Deputies such as Workers' Compensation, health insurance, retirement, paid leave, or the like, will, at all times, be the sole responsibility of the County to provide, unless injury is caused to an officer by the intentional or negligent acts of the Village/City.
  
10. **Indemnification and Hold Harmless.** The Village/City agrees to indemnify and hold harmless, protect and defend the County, County Sheriff and Sheriff's Deputies from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed or recovered against or from the County, County Sheriff or Sheriff's Deputies or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from the law enforcement services addressed in this Agreement, but only to the extent caused by the negligence of the Village/City.
  
11. **Insurance Obligation.** Both the Village/City and the County agree to maintain at all times during this Agreement, each at their 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. §13-926, or as may be revised.  
  
The Village/City and the County each agree that they shall promptly notify the other of any claims or suits received or served against it, its officers, employees, or agents relating to the provisions of this Agreement or the law enforcement services described herein.
  
12. **Property.** Any property acquired or made available by any party to this agreement for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of by such party as provided by law, regulation, or ordinance governing the same.
  
13. **Finances.** This agreement shall be financed by funds available to the parties hereto.
  
14. **Provision of Assistance.** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

This agreement fully sets forth the purposes, powers, rights, objectives and responsibilities of the contracting parties.

By the signatures below, the governing body of each party to this Agreement acknowledges that it has read, understood, and authorized each and every term of the same.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Village/City of Wood River, Nebraska**

**County of Hall**

By: \_\_\_\_\_  
**Mayor**

By: \_\_\_\_\_  
**Ron Peterson, Chairman  
Hall County Board of Commissioners**

[attest]

[attest]

\_\_\_\_\_  
**Village/City Clerk**

\_\_\_\_\_  
**Marla Conley, Hall County Clerk**

Approved as to form:

**Hall County Sheriff**

\_\_\_\_\_  
**Village/City Attorney**

\_\_\_\_\_  
**Rick Conrad**

Approved as to form:

\_\_\_\_\_  
**Martin Klein  
Hall County Attorney**

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Wood River</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>JEO Consulting Group, Inc.</u>	<b>Engineer's Project No.:</b> <u>230797.00</u>
<b>Contractor:</b> <u>Ensley Electrical Services</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>2023 Electrical Distribution System Improvements</u>	
<b>Contract:</b> <u>2023 Electrical Distribution System Improvements</u>	
<b>Application No.:</b> <u>1</u>	<b>Application Date:</b> <u>7/8/2024</u>
<b>Application Period:</b> <b>From</b> <u>4/1/2024</u> <b>to</b> <u>7/5/2024</u>	


1. Original Contract Price	\$	463,458.50
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	463,458.50
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	90,816.00
5. Retainage		
a. <u>5%</u> X <u>\$ 90,816.00</u> Work Completed =	\$	4,540.80
b. <u>5%</u> X <u>\$ -</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	4,540.80
6. Amount eligible to date (Line 4 - Line 5.c)	\$	86,275.20
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	86,275.20
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	377,183.30

**Contractor's Certification**

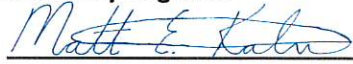
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Ensley Electrical Services

**Signature:**  **Date:** 7/18/2024

**Recommended by Engineer**

**By:**   
**Title:** Electrical Senior Project Manager  
**Date:** July 18, 2024

**Approved by Owner**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Approved by Funding Agency**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Progress Estimate - Unit Price Work**

Owner: City of Wood River  
 Engineer: IEO Consulting Group, Inc.  
 Contractor: Enley Electrical Services  
 Project: 2023 Electrical Distribution System Improvements  
 Contract: 2023 Electrical Distribution System Improvements

**Contractor's Application for Payment**

Owner's Project No.:  
 Engineer's Project No.: 230797.00  
 Contractor's Project No.:

Application No.:		I		Application Period:		From		04/01/24		to		07/05/24		Application Dates:		07/08/24	
Bid Item No.	Description	C	D	Contract Information		E	F	G	H	I	J	K	L				
				Item Quantity	Units									Unit Price (\$)	Value of Bid Item (C X E)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)
Original Contract																	
POLE TOP ASSEMBLIES																	
1	53-35B			2.00	EA	2,500.00	5,000.00						0%	5,000.00			
2	12-1			3.00	EA	2,200.00	6,600.00						0%	6,600.00			
3	UM8-6			4.00	EA	1,300.00	5,200.00						0%	5,200.00			
4	UM8-6 WITH JUNCTION BOX			1.00	EA	1,100.00	1,100.00						0%	1,100.00			
UNDERGROUND MATERIALS																	
5	15KV 200A ELBOW			71.00	EA	350.00	24,850.00						0%	24,850.00			
6	10KV (8.4KV MCCV) ELBOW ARRESTOR			1.00	EA	260.00	260.00						0%	260.00			
7	200A PROTECTIVE CAP			18.00	EA	90.00	1,620.00						0%	1,620.00			
8	TERMINAL CABINET INSULATED PARKING STAND			3.00	EA	700.00	2,100.00						0%	2,100.00			
9	15KV 3Ø ALL-IN-ONE FIBERGLASS TERMINAL CABINET WITH			7.00	EA	3,400.00	23,800.00						0%	23,800.00			
10	1Ø SINGLE METER PEDESTAL			2.00	EA	1,000.00	2,000.00						0%	2,000.00			
11	1Ø DOUBLE METER PEDESTAL			1.00	EA	1,900.00	1,900.00						0%	1,900.00			
12	IN-GRADE PULL BOX			1.00	EA	1,300.00	1,300.00						100%	1,300.00			
TRANSFORMERS																	
13	37.5KVA, 1Ø/3W, 120/240V			1.00	EA	1,200.00	1,200.00						0%	1,200.00			
14	1Ø TRANSFORMER GROUND ASSEMBLY - UM48-1			1.00	EA	500.00	500.00						0%	500.00			
15	1Ø TRANSFORMER BASEMENT			1.00	EA	1,300.00	1,300.00						0%	1,300.00			
WIRE / CONDUIT																	
16	15KV 4/0 AL UG 1/3 CONCENTRIC NEUTRAL 133%			8766.00	FT	20.00	175,320.00						0%	175,320.00			
17	15KV 1/0 AL UG FULL CONCENTRIC NEUTRAL 133%			700.00	FT	20.00	14,000.00						0%	14,000.00			
18	600V 4/0 AL TRIPLEXED			87.00	FT	5.00	435.00						0%	435.00			
19	600V #2 CU TRIPLEXED			1302.00	FT	4.00	5,208.00						0%	5,208.00			
20	BORING, (1) 4" HDPE SDR 13.5			2652.00	FT	23.00	60,996.00	2,652.00	60,996.00	60,996.00	100%						
21	BORING, (1) 2" HDPE SDR 13.5			1626.00	FT	20.00	32,520.00	1,426.00	28,520.00	28,520.00	88%						
22	4" LONG RADIUS ELBOW			20.00	EA	20.00	400.00						0%	400.00			
23	2" LONG RADIUS ELBOW			15.00	EA	150.00	2,250.00						0%	2,250.00			
24	2" STANDARD RADIUS ELBOW			24.00	EA	50.00	1,200.00						0%	1,200.00			
TRANSFERS																	
25	15KV 1Ø/1W UNDERGROUND PRIMARY CONDUCTOR			7.00	EA	2,500.00	17,500.00						0%	17,500.00			
26	15KV 3Ø/3W UNDERGROUND PRIMARY CONDUCTORS			4.00	EA	2,500.00	10,000.00						0%	10,000.00			
27	600V 1Ø/3W UNDERGROUND SECONDARY CONDUCTORS			2.00	EA	1,500.00	3,000.00						0%	3,000.00			
28	600V 1Ø/3W UNDERGROUND SECONDARY CONDUCTORS			3.00	EA	1,700.00	5,100.00						0%	5,100.00			
REMOVALS																	
29	POLES			24.00	EA	700.00	16,800.00						0%	16,800.00			
30	CS-20			1.00	EA	250.00	250.00						0%	250.00			
31	CS-51			4.00	EA	250.00	1,000.00						0%	1,000.00			
32	CS-21			1.00	EA	250.00	250.00						0%	250.00			
33	SC-44			20.00	EA	250.00	5,000.00						0%	5,000.00			
34	N5-5			34	EA	250.00	8,500.00						0%	8,500.00			
35	N5-9			13.00	EA	250.00	3,250.00						0%	3,250.00			
36	UCB-1			8.00	EA	250.00	2,000.00						0%	2,000.00			
37	UCB-3C			4.00	EA	250.00	1,000.00						0%	1,000.00			
38	UCB-3CF			1.00	EA	250.00	250.00						0%	250.00			
39	A5-1			2.00	EA	250.00	500.00						0%	500.00			
40	SC-43			4.00	EA	250.00	1,000.00						0%	1,000.00			
41	OVERHEAD TRIPLEX CONNECTION			2.00	EA	300.00	600.00						0%	600.00			

**Progress Estimate - Unit Price Work**

Owner: City of Wood River  
 Engineer: JFO Consulting Group, Inc.  
 Contractor: Ensley Electrical Services  
 Project: 2023 Electrical Distribution System Improvements  
 Contract: 2023 Electrical Distribution System Improvements

**Contractor's Application for Payment**

Owner's Project No.:  
 Engineer's Project No.: 230797.00  
 Contractor's Project No.:

Application No.: 1		Application Period: From 04/01/24 to 07/05/24		Application Date: 07/08/24										
A Bid Item No.	B Description	C Contract Information		D Contract Information		E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed (F X G) (\$)	I Materials Stored Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Item Quantity	Units									
42	OVERHEAD DUPLEX CONNECTION	8.00	EA	300.00	2,400.00							0%	2,400.00	
43	12-1 / JB-1 / J-HOOK / THIMBLE	10.00	EA	100.00	1,000.00							0%	1,000.00	
44	UM8-3B	3.00	EA	250.00	750.00							0%	750.00	
45	UM8-4B	1.00	EA	250.00	250.00							0%	250.00	
46	UM8-5B	1.00	EA	250.00	250.00							0%	250.00	
47	EL-1	4.00	EA	150.00	600.00							0%	600.00	
48	E9-1	1.00	EA	150.00	150.00							0%	150.00	
49	F1-1S	5.00	EA	150.00	750.00							0%	750.00	
50	30/2W OVERHEAD PRIMARY	38.00	FT	5.00	190.00							0%	190.00	
51	30/4W OVERHEAD PRIMARY	89.00	FT	5.00	445.00							0%	445.00	
52	30/4W SPACER CABLE	2560.00	FT	2.00	5,120.00							0%	5,120.00	
							Original Contract Totals	\$	465,458.50	\$	90,816.00	20%	\$	372,642.50
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP A @ 7%														
(SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)														

**Progress Estimate - Unit Price Work**

Owner: City of Wood River  
 Engineer: JEO Consulting Group, Inc.  
 Contractor: Enley Electrical Services  
 Project: 2023 Electrical Distribution System Improvements  
 Contract: 2023 Electrical Distribution System Improvements

**Contractor's Application for Payment**

Owner's Project No.:  
 Engineer's Project No.: 230797.00  
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Application No.: 1		Application Period: From 04/01/24 to 07/05/24		Application Date: 07/08/24											
A Bid Item No.	B Description	C Contract Information		D Contract Information		E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Work Completed Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)		
		Item Quantity	Units	Item Quantity	Units										
Change Orders															
<b>Change Order Totals</b>												\$	\$		
Original Contract and Change Orders												\$	\$		
Project Totals												\$ 469,458.50	\$ 90,816.00	20%	\$ 972,642.50



HAROLD K. SCHOLZ, CO.  
 7800 Serum Avenue  
 P.O. Box 27067  
 Ralston, NE 68127  
 Phone: (402) 339-7600  
 Fax: (402) 339-1821

Invoice ID: 1711-101  
 Invoice Date: 07-22-2024  
 PO Number:

To:  
 WOODRIVER MUNICIPAL UTILITIES  
 1002 MAIN ST.  
 WOOD RIVER, NE 68883

Job Location:  
 BRENT GASCHO  
 utilitiescw@woodriverne.com

Ship Via: HKS

<u>em</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
	20.50	Hours	Investigate breaker failure on feeder 4A and repair. Labor Robert Hake 5.22.24; Robert Hake and Dylan Naylor 7.11.24	200.00	4,100.00
	2.00		NON fuses	5.56	11.12
	3.00	Hours	SEL diagnostics RE touchscreen relay for feeder 4A. Labor Luke Lehman 5.22.24 and 7.11.24	200.00	600.00
	1.00		Spring charge motor	2,579.03	2,579.03
	600.00	Miles	Travel	.60	360.00

Amount Billed \$7,650.15  
 Total Tax 181.31



Engineering | Architecture | Surveying | Planning

Invoice

July 17, 2024  
 Project No: R222241.00  
 Invoice No: 152476  
 Invoice Amount: 13,930.00

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 June 28, 2024**

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Lump Sum Phase(s)</b>					
Schematic Design	\$10,500.00	100%	\$10,500.00	\$10,500.00	0.00
Design Development	\$22,200.00	50%	\$11,110.00	\$1,110.00	\$10,000.00
Construction Documents	\$39,300.00	15%	\$5,895.00	\$1,965.00	\$3,930.00
<b>Hourly Phase(s)</b>					
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
<b>Total</b>	<b>\$72,000.00</b>		<b>\$27,505.00</b>	<b>\$13,575.00</b>	<b>\$13,930.00</b>
<b>Total Amount Due Upon Receipt :</b>					<b>\$13,930.00</b>

Email Invoice: [clerkcwr@woodriverne.com](mailto:clerkcwr@woodriverne.com) CC: [LoriF@SCEDD.us](mailto:LoriF@SCEDD.us)



**Request for Funds (Drawdown/Payment Request)  
Community Development Block Grant Program  
Nebraska Department of Economic Development**

Name of Subrecipient (Local Unit of Government) City of Wood River		Mailing Address 108 W. 10th, PO Box 8		City Wood River	State NE	ZIP 68883
CDBG Agreement Number 22-PW-009	Federal Identification Number 47-6006420	DUNS Number FE2HDMXQMKD1	UEI Number 03/21/2025	Number sequence order of funds 7	Final Drawdown no	DED Program Representative Nicole Bartels

**Part I – STATUS OF FUNDS**

1. CDBG Funds Received to Date	\$ 14,502.59
2. Add: Program Income Received to Date (exclude RLF)	\$ 0.00
3. Subtotal	\$ 14,502.59
4. Less: Federal Funds Disbursed To Date (Must Agree To Part II, Line 3)	\$ 14,502.59
5. Total: Federal Funds On Hand (Must Agree To Part II, Line 6)	\$ 14,502.59

**Part II – CASH REQUIREMENTS (Identify all activities listed in the CDBG Agreement, even if funds are not being requested.)**

Activity/Budget Category	03A Senior Centers	03A Const. Management	21A General Administration	TOTAL
1. Total Cash Requirements To Date	\$ 27,505.00	\$ 0.00	\$ 6,025.00	\$ 33,530.00
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)	\$ 10,328.13	\$ 0.00	\$ 0.00	\$ 10,328.13
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	\$ 8,477.59	\$ 0.00	\$ 6,025.00	\$ 14,502.59
4. Total Current Cash Requirements	\$ 8,699.28			\$ 8,699.28
5. Less: Unpaid Previous Request				
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)				
7. Net Amount of Federal Funds Requested				\$ 8,699.28

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). I also certify that the amount of the request for federal funds is not in excess of current needs.

Signature of Authorized Official (Mayor/Board Chairman)	Greg Cramer, Mayor	Date
Signature of Authorized Official (Clerk/Treasurer)	Ashley Manning, City Clerk	Date
Person Preparing Request for CDBG Funds Form Name: Lori Ferguson	Organization: SCEDD, Inc.	Telephone Number: 308.455.4770 Email: lorif@scedd.us

PLEASE REFER TO INSTRUCTIONS FOR ADDITIONAL GUIDANCE. INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED  
\*\*\*To update calculations, either tab two (2) fields or click on a different field with your mouse.

# THE DIAMOND ENGINEERING CO.



## GENERAL CONTRACTOR INFORMATION

## SUBCONTRACTOR INFORMATION

Name The Diamond Engineering Co  
Address 1521 W Anna Street  
City, State ZIP Grand Island, NE 68801  
Phone 308-382-8362  
Project Name Twin 24" Culvert Replacement, 130th Road and Hwy 30 - Wood River

Company \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State ZIP \_\_\_\_\_  
Phone \_\_\_\_\_

## SCOPE OF WORK

Diamond Engineering proposes to furnish all materials, labor, equipment, and appurtenances necessary to remove asphalt pavement, and replace with 8 Inch 47B 3500 PC Concrete. Remove and replace twin 24" CMP Culvert Pipes with 4 EA FES. Each culvert is 75 LF in length, total of 150 LF. Traffic control is included. Concrete cylinders are included.

2024 Pricing

## NOT INCLUDED

State / County / Railroad Permits of any kind  
No railroad protective insurance or flagging.  
Density Testing or Third Party Inspection  
No engineered drawings or drainage studies.

## COMPANY PROPOSAL

**\$42,530.00**

Tom Furse  
Submitted by (Company Representative)

7/25/2024  
Date

**CHANGE ORDER**

OWNER  
 ARCHITECT  
 CONTRACTOR  
 OTHER


**PROJECT:** City of Wood River  
 name,address 108 W 10th St, PO Box 8  
Wood River, NE 68883

**CHANGE ORDER NUMBER:** 1

**DATE:** 2-Aug-24

**TO CONTRACTOR:** Van Kirk Bros. Contracting  
 name, address 1200 West Ash Street, P.O. Box 585  
Sutton, NE 68979

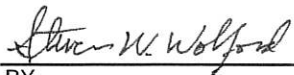
**ARCHITECT'S PROJECT NO:** 918M-24

**CONTRACT FOR:** 8th St. Water Main Relocation

No.	ITEM DESCRIPTION	ADD	DEDUCT
1	12" Line Stop, 1 EA @ \$16,740	\$16,740.00	
<b>SUBTOTAL</b>		\$16,740.00	\$0.00
<b>TOTAL</b>			\$16,740.00

**Not valid until signed by the Owner, Architect and Contractor**

	Increased	Decreased	Total
The original Contract Sum was			\$104,996.60
Net change by previously authorized Change Orders	\$0.00	\$0.00	\$0.00
The Contract Sum prior to this Change Order was			\$104,996.60
The Contract Sum will be increased or decreased by this Change Order in the amount of	\$16,740.00	\$0.00	\$16,740.00
The new Contract Sum including this Change Order will be			\$121,736.60
The Contract Time will be changed by:			0 days
The date of Substantial Completion as of the date of this Change Order therefore is			August 30, 2024

<u>W Design Associates</u> ARCHITECT	<u>Van Kirk Bros. Contracting</u> CONTRACTOR	<u>City of Wood River</u> OWNER
<u>2626 W. 2nd Street</u> address	<u>1200 West Ash Street, P.O. Box 585</u> address	<u>108 W 10th St, PO Box 8</u> address
<u>Hastings, Ne 68901</u>	<u>Sutton, NE 68979</u>	<u>Wood River, NE 68883</u>
<u></u> BY	BY	BY
<u>08/02/2024</u> DATE	DATE	DATE

W Design Associates