

WAHOO CITY COUNCIL AGENDA

Tuesday September 12, 2023 – 7:00 p.m. (or after conclusion of Budget Hearing)

Wahoo Public Library, 637 N Maple St, Wahoo, NE

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Wahoo meet on the second and fourth Tuesdays of each month at the Wahoo Public Library, 637 N Maple Street Wahoo, Nebraska, at 7:00 p.m. Notice of special meetings shall be given by posting a notice thereof on the bulletin board in City Hall, U.S. Post Office, and First Bank of Nebraska, at least 24 hours before the special meeting. All Council meetings are open to the public and the agenda, which is kept continually current, is available for public inspection at the office of the City Clerk at City Hall during normal business hours.

Individuals requiring physical or sensory accommodations, individual interpreter service, Braille, large print or recorded material, please contact the ADA Coordinator at City Hall, 605 North Broadway, Wahoo, Nebraska, 68066, telephone 402-443-3222 as far in advance as possible, but no later than 48 hours before the scheduled event.

Pledge of Allegiance

Announcement of the Open Meetings Act

(A copy of the Act is posted on the west wall of the Council Chambers for public review. The Act is also available in pamphlet form on request.) All those wishing to speak at a meeting, under the Open Meetings Act, must announce their name and address, unless the information would be a risk to one's security.

Call to order and roll call

Proclamation

Audience comments on items not listed on the agenda

(The public may address the Council at this time with items that are not on the agenda. No action can be taken but the Council can hear your concerns and either the Mayor can direct them to the appropriate Department or Council Committee or ask that the item be placed on the next regular agenda for action.)

Department head reports

1. Fire Chief – Cody Hull
2. North Chestnut Drainage study

Consent agenda

(The consent agenda is approved by one motion. Any item listed on the Consent Agenda may, at the request of any single Councilmember or public in attendance, be considered as a separate item under the Regular Agenda.)

1. Acceptance of excused absence of Mayor or Council member(s)
2. Approval of the August 22nd minutes of the city council
3. Lake Wanahoo Trail Repairs including Groundwater stabilization, Chestnut Street Abutment, Chestnut Street Guardrail
 - a. Pay Application #3 to Gana Trucking & Excavating for \$160,068.70
 - b. Acceptance of project and concurrence of quantities form and approval of Pay Application #4 & Final to Gana Trucking & Excavating for retainage amount of \$22,881.76
4. Lake Wanahoo Trail Repairs (Bank Extension portion)
 - a. Pay Application #1 to Gana Trucking & Excavating for \$60,721.70
 - b. Acceptance of project and concurrence of quantities form and approval of Pay Application #2 & Final to Gana Trucking & Excavating for retainage amount of \$3,195.88

Public hearing and associated action items

1. Public Hearing on the proposed one-and-six-year road plan
 - a. Motion to close the public hearing on the proposed one-and-six-year road plan
 - b. Motion to approve Resolution No 2023-19 adopting the one-and-six-year road plan

Action items not requiring a public hearing

1. Acceptance of and motion to award contract for garbage hauling services
2. Motion to approved Resolution No 2023-20 declaring a 1995 GMC 1500 as surplus
3. Motion to approve a memorandum of understanding between the City of Wahoo and Saunders County Medical for use of the Civic Center as a second site in the event of a natural disaster or mass casualty incident.
4. Motion to approve an agreement with JEO for downtown Wahoo storm sewer study.
5. Discussion regarding acquisition of property (suggested closed session)
6. Consideration for request for qualifications for public safety building remodel

Mayor's comments on items not listed on the agenda

Council comments on items not listed on the agenda

Upcoming planned meeting dates and agenda deadlines

1. Sept 26, 2023 (agenda deadline = 5:00pm Sept 21, 2023)
2. Oct 10, 2023 (agenda deadline = 5:00pm Oct 5, 2023)
3. Oct 24, 2023 (agenda deadline = 5:00pm Oct 20, 2023)

Director's Report
AUGUST 2023

Library Open 27 days

Statistics: Door Count: 2982; Reference: 195 ; Internet-in-library: 163; Wi-Fi 198; Kids 170 // Facebook Engagements 9779 //Website Traffic: 1889//Study Room—27//Meeting Room Use: 263 //Inter-Library Loan 5 //Library story times 9 w/136 attendees//147 users had 703 Overdrive downloads-//HOOPLA downloads: 52 users had 186 downloads//News Bank Views 71 Log-ins w/1246 views// Donations: 12 gave 150 items to the library.
Items removed: 180--//Items added: 141

Dog-days of summer arrive in August! The horrendous heat did not help matters but we still had good circulation & activity. Definitely glad to see cooler weather!

We did some re-arranging of furniture (BIG thank you to my Park & Rec guys—Luke, Quinn & Curtis) making room for the gigantic Christmas Sale which will begin November 1.

Planning for September programs as we will start back our outreach visits to schools & daycares. I am also hoping to start to visit the care facilities again as I connected with the new management at Saunders House & they would love to have us visit for a book club discussion. Pre-Covid I visited all 3 facilities once per month.

The library had a table at the recent Health Fair at Saunders Medical Center, it was great to see so many of our patrons & connect with new users. Many of the hospital staff were excited about our digital offerings, story time & the Christmas Sale!!

Denise Lawver
Library Director

TOTAL LIBRARY USE & CIRCULATION FOR AUGUST 12,050



MONTHLY REPORT

for

August, 2023

Building Maintenance

Repair work included a toilet at the Police Department at City Hall, hose bib at City Hall, and cleaning the HVAC units at all City buildings. Sidewalks and curbs were sprayed. Pickleball court lines were re-taped at the Civic Center gym.

Parks

The Aquatic Center closed for the season mid-month. Normal, annual shut down procedures and duties were performed. A couple wash out areas were repaired on the Lake Wanahoo trail route. The Wanahoo trail tunnel light project was completed. Ten new LED lights were installed. The football fields at Hackberry Park were prepped and painted for the start of flag football season mid-month. Additionally, high school softball practices and games started during the month at Hackberry Park. All trail bollards and gates as well as parking curbs were painted w/safety yellow. Tree watering was performed. Routine maintenance included mowing, trimming, mulching landscaping, and tree trimming.

Membership Update

Total Civic Center Memberships (as of 8/31/23)	687
Total Civic Center Members (as of 8/31/23)	2,187

Civic Center Usage

Informal "Drop-in" Patrons	3,785	*Closed Sundays
Rec Program Participants	<u>1,100</u>	
Total Facility Use	4,885	

Daily Average: 181/day

Highest Use Day of Month: 203 informal "drop-in" patrons

Respectfully Submitted By:

Kevin Stuhr
Director



August Recreation Report

Youth Programs:

Youth Volleyball (2nd through 6th Grade)
508 participants

Youth Football (1st through 6th Grade)
315 participants

Summer Camp Program
25 participants

Afterschool Program
22 participants

Adult Programs:

AM Water Aerobics
131 participants

Ai Chi Water Aerobics
14 participants

Civic Center Classic
50 participants

Special Events & Rentals:

Soggy Doggy Night
30 dogs – 58 participants

Upcoming Programs & Events:

Youth Basketball – Registration begins in September

Strength Training 101 – First session begins September 12th

Youth Gymnastics – First session classes begin September 21st

Wahoo Senior Services Manager's Report August 2023

<u>Informational Programs</u>	<u>Sessions</u>	<u># of participants & usage</u>
Board of Directors Meeting	1	9 participants
<u>Health Programs</u>		
Tai Chi	9	20 participants/153 times
Exercise Room	22	21 participants/179 times
City Meal Program	22	51 participants/484 meals
<u>Recreational Programs</u>		
Birthday Party/magician	1	25 participants
10 point pitch & tournament	8	24 participants/132 times
Bridge & tournament	5	8 participants/40 times
Pinochle & tournament	9	9 participants/60 times
Bingo Games	5	10 participants/40 times
Bunco	5	12 participants/40 times
Trivia Afternoon	1	6 participants
Art Class	2	3 participants

Other Programs and Services:

- Busy Wheels provided 195 rides (16 days possible)
- 40 volunteers donated 553 hours (Busy Wheel Drivers, Sr. Center vol. & Thrift Store vol.)
- 500 names were signed-in throughout the month (22 days possible)
- There was a Foot Clinic assisting 12 seniors.
- Region V came twice to watch a movie.
- Senior Services had a table at the SMC Health Fair on Saturday, 8/26.
- Senior Board hosted a Volunteer Lunch. 51 volunteers and spouses attended.

Consent Agenda

Wahoo Public Library**Wahoo, Nebraska****August 8, 2023**

The Council met in regular session in the Wahoo Public Library, 637 N Maple, in compliance with the agenda posted at City Hall, Post Office and First Bank of Nebraska, and the City of Wahoo website, with each Council member being notified of the agenda prior to the meeting. The meeting was called to order by Mayor Gerald D. Johnson at 7:00 p.m. and opened with the Pledge of Allegiance. The public was informed of the location of posting of the Open Meetings Law. Roll call was taken with the following Council members present: Stuart Krejci, Chris Rappl, Shane Sweet, Carl Warford and Ryan Ideus. Council Members absent: Patrick Nagle.

EMS Chief Anderson gave a quarterly department report.

City Administrator Harrell reported on the North drainageway and progress on other projects throughout the city.

Council Member Krejci motioned, and Council Member Ideus seconded to approve the consent agenda which included approval of August 8, 2023, minutes of the city council, acceptance of the August 8, 2023, minutes of the library board, and approval of Project Manager job description and pay scale. Roll call vote Krejci, yes; Ideus, yes; Sweet, yes; Warford, yes; Rappl, yes; and Nagle, absent and not voting. Motion carried.

Steve Parr with JEO presented the one-and-six-year road plan.

A public hearing regarding final plat of North Highlands Phase II was opened at 7:35pm. Bryan Homes, 1855 N Walnut, had comments regarding the drainage of storm water for the additional homes. City Administrator Harrell confirmed that the original drainage that was approved with Phase I of the project included Phase II.

Council Member Warford motioned, and Council Member Krejci seconded to close the public hearing at 7:45pm. Roll call vote Warford, yes; Krejci, yes; Ideus, yes; Sweet, yes; Rappl, yes; and Nagle, absent and not voting. Motion carried.

Council Member Warford motioned, and Council Member Krejci seconded to approve the final plat of North Highlands Phase II. Roll call vote Warford, yes; Krejci, yes; Ideus, yes; Sweet, yes; Rappl, yes; and Nagle, absent and not voting. Motion carried.

Council Member Warford motioned, and Council Member Rappl seconded to approve the transportation agreement between Wahoo EMS and Saunders House. Roll call vote Warford, yes; Rappl, yes; Krejci, yes; Ideus, yes; Sweet, yes; and Nagle, absent and not voting. Motion carried.

Council Member Warford motioned, and Council Member Sweet seconded to approve the third and final reading of

Ordinance No 2440

AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO APPROVE THE USE OF GOLF CART TYPE VEHICLES WITHIN THE CORPORATE LIMITS OF THE CITY OF WAHOO UNDER TERMS SPECIFICIED.

Roll call vote Warford, yes; Sweet, yes; Rappl, yes; Krejci, yes; Ideus, yes; and Nagle, absent and not voting. Motion carried.

Council Member Krejci motioned, and Council Member Ideus seconded to approve

RESOLUTION # 2023-17

(Transfer of Property – Kennedy Park Redevelopment Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAHOO, NEBRASKA, APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO.

RECITALS

A. On July 11, 2023, the City of Wahoo, Nebraska (“City”) approved an amendment to the General Redevelopment Plan authorizing the redevelopment project known as the Kennedy Park Redevelopment Project (the “Project”).

B. The City further approved the form of the redevelopment agreement between Community Development Agency of the City of Wahoo, Nebraska (“CDA”) and the Redeveloper (“Redevelopment Agreement”) to implement the Redevelopment Plan and the Project.

C. The Project will occur on certain real property that is located in the Redevelopment Area, including that certain property legally defined as:

Block Two (2), Dickinsons Addition, City of Wahoo, Saunders County, Nebraska (PID 6480000)

(the “Property”).

D. The City owns the Property.

E. The City desires to transfer the Property to the CDA so that the CDA can implement the Project.

F. Pursuant to Neb. Rev. Stat. § 18-2138, the City has the authority and power to convey real property to the CDA, with or without any consideration, for the purpose of carrying out a redevelopment project.

G. Pursuant to Neb. Rev. Stat. § 17-503(6)(b), the City has the authority and power to convey real property to the CDA without any further action or notice that would otherwise be required under Neb. Rev. Stat. § 17-503.

H. Pursuant to Neb. Rev. Stat. §§ 18-2107(4) and 18-2108, the CDA has the authority to acquire and own real property located within a Redevelopment Area.

I. The CDA desires to acquire the Property in order to implement and carry out the Project pursuant to the Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Wahoo, Nebraska, as follows:

1. The City is hereby authorized to convey the Property to the CDA pursuant to the requirements of Nebraska law.

2. The City Council authorizes the Mayor to execute any agreements on the City's behalf that are necessary to effectuate the conveyance of the Property to the CDA.

BE IT FURTHER RESOLVED that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Roll call vote Krejci, yes; Ideus, yes; Warford, yes; Sweet, yes; Rappl, yes; and Nagle, absent and not voting. Motion carried.

Council Member Warford motioned and Council Member Sweet seconded to amend

RESOLUTION NO. 2023-16

WHEREAS, the City of Wahoo is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of Wahoo, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. **(180 day and 2 year commitment; 4% discount)**

Roll call vote Warford, yes; Sweet, yes; Rappl, yes; Krejci, yes; Ideus, yes; and Nagle, absent and not voting. Motion carried.

Council Member Warford motioned, and Council Member Ideus seconded to authorize the purchase of a snowplow dump truck for an amount not to exceed \$100,000.00. Roll call vote Warford, yes; Ideus, yes; Sweet, yes; Rappl, yes; Krejci, yes; and Nagle, absent and not voting. Motion carried.

Council Member Krejci motioned and Council Member Sweet seconded to accept the bid from Susan Baltz for cleaning services for City Hall. Roll call vote Krejci, yes; Sweet, yes; Rappl, yes; Warford, yes; Ideus, yes; and Nagle, absent and not voting. Motion carried.

The Mayor announced that the next item of business was regarding potential acquisition of property. Council Member Warford motioned, and Council Member Krejci seconded to enter into closed session for the purpose of protection of public interest with City Attorney Lausterer and City Administrator Harrell remaining in chambers. Roll call vote Warford, yes; Krejci, yes; Ideus, yes; Sweet, yes; Rappl, yes; and Nagle, absent and not voting. Motion carried. The Mayor indicated that the council would be entering into closed session for the protection of public interest at 8:17pm.

Council Member Warford motioned, and Council Member Rappl seconded to return to regular session at 8:46pm. Roll call vote Warford, yes; Rappl, yes; Krejci, yes; Ideus, yes; Sweet, yes; and Nagle, absent and not voting. Motion carried.

Meeting adjourned at 8:47pm.

Approved:

Christina Fasel, City Clerk

Gerald D. Johnson, Mayor

Progress Estimate



2200 W. Panama Road
Martell, NE 68404
794-5000

Project: Wahoo Flood Damage Repairs
Customer:
Period From: 2/1/23 To: 5/31/2023

Application No.: 3
Date: 5/23/23

DESCRIPTION	CONTRACT				QUANTITY			COMPLETED COST		PERCENT
	QTY	Unit	Unit Price	Extension	Current	Previous	Todate	Current	Todate	COMPLETED
<u>Chestnut Street Abutment</u>										
Mobilization/Demobilization	1	LS	\$2,068.10	\$2,068.10	0	1	1	\$0.00	\$2,068.10	100.0%
Construction Survey	1	LS	\$1,200.00	\$1,200.00	0	1	1	\$0.00	\$1,200.00	100.0%
Traffic Control	1	LS	\$1,000.00	\$1,000.00	0	1	1	\$0.00	\$1,000.00	100.0%
Construction Entrance	1	EA	\$4,602.59	\$4,602.59	0	1	1	\$0.00	\$4,602.59	100.0%
Aggregate Fill	136	CY	\$109.47	\$14,887.92	0	17.334	17.334	\$0.00	\$1,897.55	12.7%
Unclassified Fill	63	CY	\$105.83	\$6,667.29	0	63	63	\$0.00	\$6,667.29	100.0%
Rock Riprap Type C	108	CY	\$126.06	\$13,614.48	0	108.89	108.89	\$0.00	\$13,726.67	100.8%
Permanent Seeding	0.12	AC	\$10,440.00	\$1,252.80	0	0.12	0.12	\$0.00	\$1,252.80	100.0%
Silt Fence	255	LF	\$4.00	\$1,020.00	0	163	163	\$0.00	\$652.00	63.9%
<u>Chestnut Street Guardrail</u>										
Construction Survey	1	LS	\$500.00	\$500.00	0	1	1	\$0.00	\$500.00	100.0%
Guardrail Posts	31	EA	\$622.56	\$19,299.36	0	31	31	\$0.00	\$19,299.36	100.0%
Permanent Seeding	0.14	AC	\$10,440.00	\$1,461.60	0	0.14	0.14	\$0.00	\$1,461.60	100.0%
<u>Lake Wanhoo Trail</u>										
Mobilization/Demobilization	1	LS	\$17,115.00	\$17,115.00	0.5	0.5	1	\$8,557.50	\$17,115.00	100.0%
Construction Survey	1	LS	\$2,000.00	\$2,000.00	0.75	0.25	1	\$1,500.00	\$2,000.00	100.0%
Construction Entrance	1	EA	\$2,782.59	\$2,782.59	0	1	1	\$0.00	\$2,782.59	100.0%
Remove and Reset Wood Fence	100	LF	\$25.40	\$2,540.00	50	50	100	\$1,270.00	\$2,540.00	100.0%
Salvage Topsoil and Placement	1200	SY	\$4.67	\$5,604.00	600	600	1200	\$2,802.00	\$5,604.00	100.0%
Bank Grading	7075	CY	\$5.76	\$40,752.00	3537.5	3537.5	7075	\$20,376.00	\$40,752.00	100.0%
Limestone Placement (Trail)	480	SY	\$37.48	\$17,990.40	480	0	480	\$17,990.40	\$17,990.40	100.0%
Rock Riprap Type C	2235	TON	\$83.06	\$185,639.10	1608.66	440	2048.66	\$133,615.30	\$170,161.70	91.7%
Rock Bedding, Filter Layer	1340	TON	\$64.38	\$86,269.20	866.44	253.26	1119.7	\$55,781.41	\$72,086.29	83.6%
Filter Fabric	2485	SY	\$2.68	\$6,659.80	2485	0	2485	\$6,659.80	\$6,659.80	100.0%
Permanent Seeding	1.05	AC	\$9,130.00	\$9,586.50	1.05	0	1.05	\$9,586.50	\$9,586.50	100.0%
Silt Fence	520	LF	\$4.00	\$2,080.00	0	0	0	\$0.00	\$0.00	0.0%
Migratory Bird Surveys	1	LS	\$3,780.00	\$3,780.00	1	0	1	\$3,780.00	\$3,780.00	100.0%
<u>Groundwater Stabilization</u>										
3" Clean Limestone Base	2500	Ton	\$55.28	\$138,200.00	0	2500	2500	\$0.00	\$138,200.00	100.0%
BX-1200 Geogrid Material	708	SY	\$3.05	\$2,159.40	0	708	708	\$0.00	\$2,159.40	100.0%
C-70NW Geotextile Wrap	1983	SY	\$2.68	\$5,314.44	0	1983	1983	\$0.00	\$5,314.44	100.0%
Credit Excess 3" Clean Removed from Site	1458.37	TON	-\$55.28	-\$80,618.69	1458.37	0	1458.37	-\$80,618.69	-\$80,618.69	100.0%
Credit Excess Riprap Type C	154.18	TON	-\$83.06	-\$12,806.19	154.18	0	154.18	-\$12,806.19	-\$12,806.19	100.0%
TOTAL				\$502,621.69				\$168,494.02	\$457,635.20	91.0%

**Please see attached invoice.

(a)	Gross Amount Earned	\$457,635.20
(b)	Less Retainage 5%	\$22,881.76
(c=a-b)	Net Amount Earned	\$434,753.44
(d)	Less Previous PMTS	-\$274,684.74
(e=c-d)	NET AMOUNT DUE	\$160,068.70

Jon Miller



August 24, 2023
Gana Trucking and Excavating
2200 W Panama Rd, Martell, NE 68404

Re: Chestnut St Shoulder Repair & Guardrail Post replacement Site 2.1
Chestnut St Bridge Abutment Repairs Site 3 Drainage Ditch 3.1 SE bridge abutment
Lake Wanahoo Trail/Wahoo Trail repairs Sites 1-6
Damage Number: 291982

Jon Miller:

Attached for your review is a copy of the approved pay application and the formal Concurrence/Non-Concurrence Form.

If you concur with the quantities shown on the approved pay applications these quantities will become the final quantities. Accordingly, no further review of these quantities is anticipated and the processing of the final records, including final payment, will be accelerated.

If you concur with the quantities, please sign the enclosed Concurrence/Non-Concurrence Form and return it. The final payment may be increased or decreased in the final review process by incentive payments, disincentive deductions, the assessment of liquidated damages, deduction for non-compliant materials, or other appropriate reasons.

If you do not concur with the quantities shown on this estimate and item report, please identify on the Concurrence/Non-Concurrence Form those quantities with which you disagree and return the form, along with any documentation you have supporting your disagreement with those quantities. In this case, your claim will be reviewed, and you will be notified regarding the result of the review.

Failure to respond to this letter, in writing, within 14 calendar days will be considered an indication of your concurrence with the quantities shown on the approved pay applications and no further review of the items will be made.

Final Payment amount: \$457,635.20

Sincerely,

A handwritten signature in blue ink, appearing to read 'N. Hoeckelman', is written over a horizontal line.

Nate Hoeckelman
Project Manager, Olsson

Cc: file, Melissa Harrel, (City of Wahoo),)
Encl: Approved Pay Applications, Concurrence/Non-concurrence Form



Due Date: September 8, 2023

☒ I concur with the quantities for the items listed as shown on Approved Pay Apps

☐ I do not concur with the quantities for the following items for the reasons stated.

Reason

AUTHORIZED SIGNATURE:

DATE: 7-1-28

Progress Estimate



2200 W. Panama Road
Martell, NE 68404
794-5000

Project: Wahoo Flood Damage Repairs
Customer:
Period From: 2/1/23 To: 5/31/2023

Application No.: 4
Date: 5/23/23

DESCRIPTION	CONTRACT				QUANTITY			COMPLETED COST		PERCENT COMPLETED
	QTY	Unit	Unit Price	Extension	Current	Previous	Todate	Current	Todate	
<u>Chestnut Street Abutment</u>										
Mobilization/Demobilization	1	LS	\$2,068.10	\$2,068.10	0	1	1	\$0.00	\$2,068.10	100.0%
Construction Survey	1	LS	\$1,200.00	\$1,200.00	0	1	1	\$0.00	\$1,200.00	100.0%
Traffic Control	1	LS	\$1,000.00	\$1,000.00	0	1	1	\$0.00	\$1,000.00	100.0%
Construction Entrance	1	EA	\$4,602.59	\$4,602.59	0	1	1	\$0.00	\$4,602.59	100.0%
Aggregate Fill	136	CY	\$109.47	\$14,887.92	0	17.334	17.334	\$0.00	\$1,897.55	12.7%
Unclassified Fill	63	CY	\$105.83	\$6,667.29	0	63	63	\$0.00	\$6,667.29	100.0%
Rock Riprap Type C	108	CY	\$126.06	\$13,614.48	0	108.89	108.89	\$0.00	\$13,726.67	100.8%
Permanent Seeding	0.12	AC	\$10,440.00	\$1,252.80	0	0.12	0.12	\$0.00	\$1,252.80	100.0%
Silt Fence	255	LF	\$4.00	\$1,020.00	0	163	163	\$0.00	\$652.00	63.9%
<u>Chestnut Street Guardrail</u>										
Construction Survey	1	LS	\$500.00	\$500.00	0	1	1	\$0.00	\$500.00	100.0%
Guardrail Posts	31	EA	\$622.56	\$19,299.36	0	31	31	\$0.00	\$19,299.36	100.0%
Permanent Seeding	0.14	AC	\$10,440.00	\$1,461.60	0	0.14	0.14	\$0.00	\$1,461.60	100.0%
<u>Lake Wanhoo Trail</u>										
Mobilization/Demobilization	1	LS	\$17,115.00	\$17,115.00	0.5	0.5	1	\$8,557.50	\$17,115.00	100.0%
Construction Survey	1	LS	\$2,000.00	\$2,000.00	0.75	0.25	1	\$1,500.00	\$2,000.00	100.0%
Construction Entrance	1	EA	\$2,782.59	\$2,782.59	0	1	1	\$0.00	\$2,782.59	100.0%
Remove and Reset Wood Fence	100	LF	\$25.40	\$2,540.00	50	50	100	\$1,270.00	\$2,540.00	100.0%
Salvage Topsoil and Placement	1200	SY	\$4.67	\$5,604.00	600	600	1200	\$2,802.00	\$5,604.00	100.0%
Bank Grading	7075	CY	\$5.76	\$40,752.00	3537.5	3537.5	7075	\$20,376.00	\$40,752.00	100.0%
Limestone Placement (Trail)	480	SY	\$37.48	\$17,990.40	480	0	480	\$17,990.40	\$17,990.40	100.0%
Rock Riprap Type C	2235	TON	\$83.06	\$185,639.10	1608.66	440	2048.66	\$133,615.30	\$170,161.70	91.7%
Rock Bedding, Filter Layer	1340	TON	\$64.38	\$86,269.20	866.44	253.26	1119.7	\$55,781.41	\$72,086.29	83.6%
Filter Fabric	2485	SY	\$2.68	\$6,659.80	2485	0	2485	\$6,659.80	\$6,659.80	100.0%
Permanent Seeding	1.05	AC	\$9,130.00	\$9,586.50	1.05	0	1.05	\$9,586.50	\$9,586.50	100.0%
Silt Fence	520	LF	\$4.00	\$2,080.00	0	0	0	\$0.00	\$0.00	0.0%
Migratory Bird Surveys	1	LS	\$3,780.00	\$3,780.00	1	0	1	\$3,780.00	\$3,780.00	100.0%
<u>Groundwater Stabilization</u>										
3" Clean Limestone Base	2500	Ton	\$55.28	\$138,200.00	0	2500	2500	\$0.00	\$138,200.00	100.0%
BX-1200 Geogrid Material	708	SY	\$3.05	\$2,159.40	0	708	708	\$0.00	\$2,159.40	100.0%
C-70NW Geotextile Wrap	1983	SY	\$2.68	\$5,314.44	0	1983	1983	\$0.00	\$5,314.44	100.0%
Credit Excess 3" Clean Removed from Site	1458.37	TON	-\$55.28	-\$80,618.69	1458.37	0	1458.37	-\$80,618.69	-\$80,618.69	100.0%
Credit Excess Riprap Type C	154.18	TON	-\$83.06	-\$12,806.19	154.18	0	154.18	-\$12,806.19	-\$12,806.19	100.0%
TOTAL				\$502,621.69				\$168,494.02	\$457,635.20	91.0%

**Please see attached invoice.

(a)	Gross Amount Earned	\$457,635.20
(b)	Less Retainage 0%	\$0.00
(c=a-b)	Net Amount Earned	\$457,635.20
(d)	Less Previous PMTS	-\$434,753.44
(e=c-d)	NET AMOUNT DUE	\$22,881.76

Jon Miller

Progress Estimate



2200 W. Panama Road
Martell, NE 68404
794-5000

Project: Wahoo Flood Damage Repairs - Extended Limits
Customer: City of Wahoo
Period From: 2/1/23 To: 5/31/2023

Application No.: 1
Date: 5/23/23

DESCRIPTION	CONTRACT				QUANTITY			COMPLETED COST		PERCENT COMPLETED
	QTY	Unit	Unit Price	Extension	Current	Previous	Todate	Current	Todate	
Extended Bank Construction at Trail Marker 3.4							0	\$0.00	\$0.00	#DIV/0!
Salvage Topsoil and Placement	382	SY	\$4.67	\$1,783.94	382		382	\$1,783.94	\$1,783.94	100.0%
Bank Grading	2885	CY	\$5.76	\$16,617.60	2885		2885	\$16,617.60	\$16,617.60	100.0%
Rock Riprap Type C	413	TON	\$83.06	\$34,303.78	366.78		366.78	\$30,464.75	\$30,464.75	88.8%
Rock Bedding, Filter Layer	253	TON	\$64.38	\$16,288.14	209.2		209.2	\$13,468.30	\$13,468.30	82.7%
Filter Fabric	250	SY	\$2.68	\$670.00	250		250	\$670.00	\$670.00	100.0%
Permanent Seeding	0.1	AC	\$9,130.00	\$913.00	0.1		0.1	\$913.00	\$913.00	100.0%
TOTAL				\$70,576.46				\$63,917.58	\$63,917.58	90.6%

**Please see attached invoice.

Jon Miller

(a)	Gross Amount Earned	\$63,917.58
(b)	Less Retainage 5%	\$3,195.88
(c=a-b)	Net Amount Earned	\$60,721.70
(d)	Less Previous PMTS	\$0.00
(e=c-d)	NET AMOUNT DUE	\$60,721.70



August 24, 2023

Gana Trucking and Excavating
2200 W Panama Rd, Martell, NE 68404

Re: Lake Wanahoo Trail/Wahoo Trail repairs Bank extension CITY FUNDED

Jon Miller:

Attached for your review is a copy of the approved pay application and the formal Concurrence/Non-Concurrence Form.

If you concur with the quantities shown on the approved pay applications these quantities will become the final quantities. Accordingly, no further review of these quantities is anticipated and the processing of the final records, including final payment, will be accelerated.

If you concur with the quantities, please sign the enclosed Concurrence/Non-Concurrence Form and return it. The final payment may be increased or decreased in the final review process by incentive payments, disincentive deductions, the assessment of liquidated damages, deduction for non-compliant materials, or other appropriate reasons.

If you do not concur with the quantities shown on this estimate and item report, please identify on the Concurrence/Non-Concurrence Form those quantities with which you disagree and return the form, along with any documentation you have supporting your disagreement with those quantities. In this case, your claim will be reviewed, and you will be notified regarding the result of the review.

Failure to respond to this letter, in writing, within 14 calendar days will be considered an indication of your concurrence with the quantities shown on the approved pay applications and no further review of the items will be made.

Final Payment amount: \$63,917.58

Sincerely,

A handwritten signature in blue ink, appearing to read 'N. Hoeckelman', with a stylized flourish at the end.

Nate Hoeckelman
Project Manager, Olsson

Cc: file, Melissa Harrel, (City of Wahoo),)

Encl: Approved Pay Applications, Concurrence/Non-concurrence Form



O 402.474.6311 / olsson.com

Progress Estimate



2200 W. Panama Road
Martell, NE 68404
794-5000

Project: Wahoo Flood Damage Repairs - Extended Limits
Customer: City of Wahoo
Period From: 2/1/23 To: 5/31/2023

Application No.: 2
Date: 5/23/23

DESCRIPTION	CONTRACT				QUANTITY			COMPLETED COST		PERCENT COMPLETED
	QTY	Unit	Unit Price	Extension	Current	Previous	Todate	Current	Todate	
Extended Bank Construction at Trail Marker 3.4							0	\$0.00	\$0.00	#DIV/0!
Salvage Topsoil and Placement	382	SY	\$4.67	\$1,783.94	382		382	\$1,783.94	\$1,783.94	100.0%
Bank Grading	2885	CY	\$5.76	\$16,617.60	2885		2885	\$16,617.60	\$16,617.60	100.0%
Rock Riprap Type C	413	TON	\$83.06	\$34,303.78	366.78		366.78	\$30,464.75	\$30,464.75	88.8%
Rock Bedding, Filter Layer	253	TON	\$64.38	\$16,288.14	209.2		209.2	\$13,468.30	\$13,468.30	82.7%
Filter Fabric	250	SY	\$2.68	\$670.00	250		250	\$670.00	\$670.00	100.0%
Permanent Seeding	0.1	AC	\$9,130.00	\$913.00	0.1		0.1	\$913.00	\$913.00	100.0%
TOTAL				\$70,576.46				\$63,917.58	\$63,917.58	90.6%

**Please see attached invoice.

(a)	Gross Amount Earned	\$63,917.58
(b)	Less Retainage 0%	\$0.00
(c=a-b)	Net Amount Earned	\$63,917.58
(d)	Less Previous PMTS	-\$60,721.70
(e=c-d)	NET AMOUNT DUE	\$3,195.88

Jon Miller

Item 1

Request for Proposals

The City of Wahoo is requesting proposals from licensed garbage haulers within the City of Wahoo to provide services to all City facilities. The City is interested in locking in prices for a minimum of three years beginning October 1, 2023 and ending no earlier than September 30, 2026. The City of Wahoo operates on an October-September fiscal year and we would like these rates to apply through FY 2025-26.

Proposals should include the following:

WEEKLY/MONTHLY SERVICES

Rates for the following services:

Location	Address	Type	Times	\$/mo.
Airport	1464 E 34 th St.	2 yard dumpster	1 time/week	\$42.80
Civic Center	310 N Linden	2 yard dumpster	2 times/week	\$80.29
Hackberry Park (seasonal)	811 N Hackberry	4 yard dumpster	2 times/week	\$101.71
West Service Yard	361 West A St.	4 yard dumpster	2 times/week	\$101.71
Wahoo Library	637 N Maple	96 gallon container	1 time/week	\$17.09
City Hall	605 N Broadway	2 yard dumpster	2 times/week	\$80.29
Downtown cans	Individual community cans on corners in downtown		1 time/week	\$49.95
Sunrise Cemetery	1581 Co Rd K	96 gallon container	1 time/week	\$17.09
Parks Department	314 N Orange	4 yard dumpster	2 times/week	\$101.71
Sewer Treatment Plant	359 East C	2 yard dumpster	1 time/week	\$42.80
Sewer Treatment Plant	359 East C	96 gallon containers (2)	1 time/week	\$42.80
Light Plant	700 East 7th	1.5 yard dumpster	1 time/week	\$37.44
East Service Center	110 S Chestnut	2 yard dumpster	1 time/week	\$42.80
	110 S Chestnut	**2 yard cardboard recycling dumpster	2 times/month	\$32.08
Senior Center	235 East 4th	4 yard dumpster	1 time/week	\$69.58

**Note: please describe/specify how recycled cardboard is handled.

\$ 860.14

ROLL-OFFS – AS NEEDED BASIS

Rates for roll-offs for community events sponsored by the City of Wahoo such as a community wide clean-up, household hazardous waste event, or nuisance abatement. In the past five years the City of Wahoo has not sponsored many events but has discussed these for upcoming years. Provide a rate for having the roll-off for 3-day use, 1-week use, and 1-month use. Include how many tons of material are included in that price as well as additional fees that will be charged for additional tonnage.

Roll-off description (size)	Rates
20YD OPEN TOP	\$265.00 INCLUDES 2 TONS AND ONE MONTH/\$40 PER TON AFTER
30YD OPEN TOP	\$295.00 INCLUDES 3 TONS AND ONE MONTH/\$40 PER TON AFTER
40YD OPEN TOP	\$375.00 INCLUDES 4 TONS AND ONE MONTH/\$40 PER TON AFTER
Cardboard is collected as commingled recycling and brought to Fremont Transfer Station where it is reloaded in walking floor trailer and brought to Nebraskaland in Omaha or Green Quest in Lincoln	

Return completed form to Wahoo City Administrator by September 7, 2023
605 North Broadway Street, Wahoo NE 68066

***Bid is an all or none bid

***2-30yds per year FREE for City cleanup event

Request for Proposals

The City of Wahoo is requesting proposals from licensed garbage haulers within the City of Wahoo to provide services to all City facilities. The City is interested in locking in prices for a minimum of three years beginning October 1, 2023 and ending no earlier than September 30, 2026. The City of Wahoo operates on an October-September fiscal year and we would like these rates to apply through FY 2025-26.

Proposals should include the following:

WEEKLY/MONTHLY SERVICES

Rates for the following services:

Location	Address	Type	Times	\$/mo.
Airport	1464 E 34 th St.	2 yard dumpster	1 time/week	60. ⁰⁰
Civic Center	310 N Linden	2 yard dumpster	2 times/week	92. ⁰⁰
Hackberry Park (seasonal)	811 N Hackberry	4 yard dumpster	2 times/week	150. ⁰⁰
West Service Yard	361 West A St.	4 yard dumpster	2 times/week	150. ⁰⁰
Wahoo Library	637 N Maple	96 gallon container	1 time/week	116. ⁰⁰
City Hall	605 N Broadway	2 yard dumpster	2 times/week	92. ⁰⁰
Downtown cans	Individual community cans on corners in downtown		1 time/week	55. ⁰⁰
Sunrise Cemetery	1581 Co Rd K	96 gallon container	1 time/week	116. ⁰⁰
Parks Department	314 N Orange	4 yard dumpster	2 times/week	150. ⁰⁰
Sewer Treatment Plant	359 East C	2 yard dumpster	1 time/week	60. ⁰⁰
Sewer Treatment Plant	359 East C	96 gallon containers (2)	1 time/week	116. ⁰⁰
Light Plant	700 East 7th	1.5 yard dumpster	1 time/week	44. ⁰⁰
East Service Center	110 S Chestnut	2 yard dumpster	1 time/week	60. ⁰⁰
	110 S Chestnut	**2 yard cardboard recycling dumpster	2 times/month	116. ⁰⁰
Senior Center	235 East 4th	4 yard dumpster	1 time/week	96. ⁰⁰
				1,073. ⁰⁰

****Note:** please describe/specify how recycled cardboard is handled.

ROLL-OFFS – AS NEEDED BASIS

Rates for roll-offs for community events sponsored by the City of Wahoo such as a community wide clean-up, household hazardous waste event, or nuisance abatement. In the past five years the City of Wahoo has not sponsored many events but has discussed these for upcoming years. Provide a rate for having the roll-off for 3-day use, 1-week use, and 1-month use. Include how many tons of material are included in that price as well as additional fees that will be charged for additional tonnage.

Roll-off description (size)	Rates		
14 yd	3 days - \$130	7 days - \$170	1 month - \$300
20 yd	3 days - \$210	7 days - \$250	1 month - \$400
30 yd	3 days - \$250	7 days - \$290	1 month - \$450
40 yd	3 days - \$290	7 days - \$330	1 month - \$500
all roll off tonnage billed at \$40/ton			

Hazardous waste events may require a third party or special rates.

Return completed form to Wahoo City Administrator by September 7, 2023

605 North Broadway Street, Wahoo NE 68066



Wahoo Solid Waste Bid

SOLID WASTE SERVICES

Location	Address	Type	Times	\$/mo.
Airport	1464 E 34 th St.	2 yard dumpster	1 time/week	<u>\$66.50</u>
Civic Center	310 N Linden	4 yard dumpster	1 time/week	<u>\$98</u>
Hackberry Park (seasonal)	811 N Hackberry	8 yard dumpster	1 time/week	<u>\$154</u>
West Service Yard	361 West A St.	8 yard dumpster	1 time/week	<u>\$154</u>
Wahoo Library	637 N Maple	96 gallon container	1 time/week	<u>\$16.80</u>
City Hall	605 N Broadway	4 yard dumpster	1 time/week	<u>\$98</u>
Downtown cans	Individual community cans on corners in downtown		1 time/week	<u>\$200</u>
Sunrise Cemetery	1581 Co Rd K	96 gallon container	1 time/week	<u>\$16.80</u>
Parks Department	314 N Orange	8 yard dumpster	1 time/week	<u>\$154</u>
Sewer Treatment Plant	359 East C	2 yard dumpster	1 time/week	<u>\$66.50</u>
Sewer Treatment Plant	359 East C	96 gallon containers (2)	1 time/week	<u>\$24.50</u>
Light Plant	700 East 7th	2 yard dumpster	1 time/week	<u>\$66.50</u>
East Service Center	110 S Chestnut	2 yard dumpster	1 time/week	<u>\$66.50</u>
	110 S Chestnut	2 - 300 gallon (equals 3yds) Cardboard containers	2 times/month	<u>\$75</u>
**Container is emptied in a recycle truck and truck is dumped at Firststar fiber Recycle Plant in Omaha, NE				
Senior Center	235 East 4th	4 - yard dumpster	1 time/week	<u>\$98</u>

\$1355.10

**** Everything highlighted above is a change in container size and/or frequency from original proposal.

Increasing container size and lowering the dump frequency is more environmentally friendly and is a lot safer to service. This reduces the amount a truck must be traveling to service these stops which means less emissions. Also, less wear and tear on parking lots and streets. The 1 1/2 yd container at light plant is changed to a 2yd container. Industry standards are 2yd, 3yd, 4yd, 6yd, and 8yd containers so we don't keep 1 1/2yd size containers in stock.

ROLL-OFF CONTAINER PRICING

Roll-off description (size)	Rates
<u>12yd</u>	3 day - \$225, 1 week - \$225, 1 month - \$325 (0 tons included, \$85/ton)
<u>15yd</u>	3 day - \$250, 1 week - \$250, 1 month - \$350 (0 tons included, \$85/ton)
<u>20yd</u>	3 day - \$275, 1 week - \$275, 1 month - \$375 (0 tons included, \$85/ton)
<u>30yd</u>	3 day - \$325, 1 week - \$325, 1 month - \$425 (0 tons included, \$85/ton)
<u>40yd</u>	3 day - \$375, 1 week - \$375, 1 month - \$475 (0 tons included, \$85/ton)

Item 2

RESOLUTION NO. 2023-20

WHEREAS, the City of Wahoo, Saunders County, Nebraska, is the owner of the following described personal property, to wit:

See Exhibit "A"

and,

WHEREAS, the City of Wahoo, Nebraska, does not have a present need to retain ownership of said above described personal property, and,

WHEREAS, the City of Wahoo, Nebraska, deems it in the best interests of the citizens of the City of Wahoo, Nebraska, that said personal property be disposed of, as set forth herein,

WHEREAS, the City of Wahoo, Nebraska, has determined that the fair market value of said personal property is greater than \$5,000.00, as stated in the attached Exhibit "A"

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WAHOO, NEBRASKA, AS FOLLOWS:

1. That the above described personal property be sold by either sealed bid and/or public sale on a date, time, as advertised in a Notice of Sale of Personal Property posted in three public places in the City of Wahoo, Nebraska, immediately after the passage of said Resolution and not later than seven (7) days prior to the sale of said items, as shall be evidenced by a Notice of Posting of the City of Wahoo Clerk, and,
2. That pursuant to Neb. Rev. Stat. §17-503.01, confirmation of the sale of said personal property by an ordinance is not required.
3. That the City of Wahoo, Nebraska, through the Clerk of the City of Wahoo, Nebraska, shall provide a bill of sale and/or certificate of title to the above personal property indicating that said personal property is being sold "as is" without warranty as to fitness or merchantability for any purpose and that buyer thereof assumes all risks from the utilization of said personal property upon buyer's possession of said items of personal property.
4. That buyer shall receive possession of the above-described items of personal property upon payment in full of the purchase price for each item.

PASSED AND APPROVED this 12th day of September 2023

CITY OF WAHOO, NEBRASKA

By: _____

Gerald Johnson, Its Mayor

ATTEST:

Christina Fasel, Clerk

Exhibit "A"
To Resolution No. 2023-20

Vehicles/Equipment to be declared as surplus:

Year	Make	Model	Estimated Value
1995	GMC	1500	\$1000.00

Item 3

MEMORANDUM OF UNDERSTANDING – EMERGENCY FACILITY USE

This Memorandum of Understanding is made and entered into this ____ day of _____, 2023, by and between the City of Wahoo (the City), whose principal place of business is located at 605 N. Broadway Street, Wahoo, Nebraska 68066 and Saunders Medical Center (SMC), whose principal place of business is located at 1760 County Road J, Wahoo, Nebraska 68066.

WHEREAS, SMC is engaged in the provision of essential medical services that support the Wahoo community and Saunders County; and

WHEREAS, the City, as the owner of the facility known as the Wahoo Civic, is authorized to permit SMC to use, in a non-exclusive fashion, the Wahoo Civic Center building, in the event of a disaster or catastrophic event, and wishes to cooperate with SMC for such purposes; and

WHEREAS, the parties hereto mutually desire to reach an understanding that will result in making the Wahoo Civic Center available to SMC, in the event of disaster or catastrophic event, and allow SMC the ability to temporarily accommodate and house SMC staff and patients and/or residents of SMC's hospital, clinic, and long term care.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The City agrees that, after meeting its responsibilities to its members and patrons, will permit without cost and to the extent of its ability and upon request of SMC, the use of the Wahoo Civic Center by SMC in the event of disaster or catastrophic event.
2. SMC agrees that it shall exercise reasonable care in the conduct of its activities in such facility.
3. Under adverse conditions, the City will not be held liable or accountable if they are not able to provide the facility.
4. SMC understands and agrees that this is non-exclusive and the City controls decisions as to priority of access and use within the community.
5. SMC agrees that its staff members shall reasonably assist all patrons of the facility during such emergency usage, whether they be SMC patients and residents or general members within the community.
6. This document is a non-binding memorandum of understanding between the parties rather than a contractual obligation to either.

In witness thereof, the signing parties to this Memorandum of Understanding have caused this agreement to be executed and to become effective and operative upon the fixing of their signatures hereto.

Saunders Medical Center – Authorized Signature

City of Wahoo – Authorized Signature

Printed Name - Title

Printed Name - Title

Date

Date

In the Event of Emergency Necessitating Implementation of this Agreement:

Primary Contact: Kevin Stuhr, Parks and Recreation Director

Cell Phone (24/7): (402) 443-6716

Secondary Contact: Luke Rustermier, Parks Supervisor

Cell Phone (24/7): (402) 443-6003

Item 4



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 12, 2023 ("Effective Date") between the City of Carroll, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Wahoo Downtown Storm Sewer Study ("Project").

JEO Project Number: 211821.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

- B. The fee breakdown for the Project shall be as follows:

Task 100 – Project Management and Administration	\$ 3,800 (Lump Sum)
Task 200 – Data Collection and Storm Sewer Mapping	\$ 5,500 (Lump Sum)
Task 300 – Hydrology and Hydraulics	\$ 12,650 (Lump Sum)
Task 400 – Project Development and Prioritization	\$ 5,200 (Lump Sum)
Task 500 – Evaluation Summary	\$ 7,500 (Lump Sum)

Total Fee \$ 34,650.00

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current Standard Hourly Rate Schedule is shown in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Hourly Rate Schedule
Exhibit D – Project Extents

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Wahoo, Ne

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

City of Wahoo

605 North Broadway

Wahoo, NE 68066

Engineer: JEO Consulting Group, Inc.



By: Patrick Hartman, PE

Title: Project Manager

Date Signed: September 1, 2023

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q Street, Suite 500

Lincoln, NE 68503



EXHIBIT A - SCOPE OF SERVICES

Wahoo Downtown Storm Sewer Study Wahoo, Ne

JEO Project # 231282.00

PROJECT DESCRIPTION:

JEO Consulting Group (“Engineer”) shall assist the City of Wahoo (“Owner”) with an evaluation of the existing storm drain system and identifying needed capital improvement projects. Two separate drainage systems in the vicinity of downtown Wahoo. Improvements to the storm drain system shall be identified from a review of existing information in conjunction with new field mapping, investigations, and modeling of existing storm infrastructure. It is anticipated that improvements to the storm drain system will be completed in coordination with other street, water and sanitary sewer improvements also planned for the area. The City of Wahoo has contracted with Johnson Services to do a TV inspection of the storm sewer system to be studied. Design services for these improvements will be covered under a separate agreement.

The scope of the Master Plan shall include the following tasks:

- Task 100 – Project Management and Meetings
- Task 200 – Data Collection and Mapping
- Task 300 – Hydrology & Hydraulics Analysis
- Task 400 – Project Development & Prioritization
- Task 500 – Technical Report

PROJECT TASKS:

Task Series 100 – Project Management and Administration

- A. Provide project management oversight over all facets and phases of the project.
 - a. Provide oversight to ensure scope of services and schedule are met.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Coordination of project disciplines including facilitating internal communication, transfer of documents, and scheduling of field services to minimize errors and delays in the development of modeling, reports, and correspondence to ensure a timely project completion.
- d. Review billed hours by design team and prepare invoice statements for Owner.
- B. Meet with the Owner for one (1) Project Kickoff Meeting to review project requirements, collect existing information, and review available data pertaining to the existing storm drain utility. Existing data may include maps, GIS data, project histories, prior reports, prior field investigation data, and other pertinent information.
 - a. It is anticipated that this kickoff meeting would be accompanied by a site visit.

Task Series 200 – Data Collection and Storm Drain System Mapping

- A. JEO has previously collected Storm Drain Information Data using an Arc-GIS based system. JEO will leverage this existing data as a starting point for further analysis. At this time, it is known that no storm drain invert elevation has been collected as well as the type of structure and the condition in many areas. Storm drain system mapping shall include GPS mapping of the storm drain elements within the study area.
 - a. It is assumed that the Owner's staff will be available during the survey collection phase to collect the invert elevation, type of inlet, condition, pictures, provide locations and additional information on the existing infrastructure as needed.
- B. An ArcGIS collector app will be constructed to enable rapid data collection for the purposes of this project. Upstream and Downstream invert elevations will be collected for every pipe within the system, and pipes will be coded to expedite import into hydrologic and hydraulic modeling programs.
 - a. Horizontal Datum will be provided in Nebraska State Plane (NAD 83) and the Vertical Datum will be provided using NAVD 88.
- C. Pipe sizes, and materials will be verified by city staff when possible.
- D. Visually observe the interior of the structure for significant structural or hydraulic issues and record issues on standard mapping form.
- E. Update existing geodatabase with collected information.

Task Understandings/Assumptions

- Survey collection by JEO of the existing topography of the railroad tracks and adjacent channel south of Sam Crawford field and along 1st Street will be limited to 20 crew hours
- The City of Wahoo will help coordinate access for surveyors on private property where necessary.
- It is assumed that this data collection effort will not constitute a complete topographic survey of the study area. Additional survey/data collection will be necessary for future design phases

Task Series 300 – Hydrologic and Hydraulic Analysis

- A. Identify design storm precipitation events from the National Oceanic and Atmospheric Administration (NOAA) Rainfall Frequency Atlas Volume 14 for Wahoo, NE.
- B. Hydrology & Hydraulics Modeling
 - a. Develop a hydrologic and hydraulic model for the study area. The limits for the model shall generally follow the study area boundaries indicated in the attached Figure 1.
 - b. System performance will be assessed using a 1D/2D approach utilizing Infoworks. This approach will allow simultaneous evaluation of the sub-surface stormwater system as well as overland flow in areas which either do not have storm drain, or storm drain may be found to be deficient. Development of modeling inputs will follow published methodologies outlined in the Wahoo or City of Lincoln drainage criteria manual. Drainage areas will be delineated using surveyed storm drain information, and LiDAR. Existing land use will be estimated using a combination of aerial photography and the owner's existing land use map.
 - i. It is anticipated that a model will be developed for each major drainage basin or storm drain outfall.
 - ii. Models will be developed for existing conditions to evaluate system deficiencies. Improvement recommendations will be developed and discussed in detail in Task 400.
 - c. The hydraulic model will be run for at least two minor (5 and 10 year) and one major (100 year) storm events.
 - d. Implement quality control procedures to verify the accuracy of the model results before final output data is exported.
- C. Deficiency/Issue Identification
 - a. Existing system deficiencies shall be determined from model output results and review of the tv inspection. Engineer shall identify the following from model output results:
 - i. sump areas and the flooding locations,
 - ii. storm drain pipe, inlet and manhole/junction box deficiencies,
 - iii. structural and street flooding frequencies,
 - iv. peak flows at critical locations,
 - b. Verify the deficiencies identified from the model results through discussion with Owner's staff. Implement appropriate revisions to the study and model findings as necessary.
 - c. Identify hydraulic bottlenecks in the trunk sewers of the existing storm drain.
 - d. Identify hydraulic upgrade projects which remove the hydraulic bottlenecks identified above.

Task Series 400 – Project Development & Prioritization

- A. Identify and evaluate potential storm drain infrastructure improvements to address existing system deficiencies.
 - a. Storm Drain improvement recommendations will be developed with future street, water and sanitary sewer improvements in mind.
- B. Infrastructure improvement recommendations will include alignments, pipe sizes, inlet locations, overland flow paths, open channels, and any necessary erosion control measures. Provided storm utility improvements shall be conceptual and should not be used for construction purposes.
- C. Develop engineer's opinion of probable cost for each alternative developed.
- D. Identify proposed water improvements that would be in conflict with proposed storm sewer improvements.
- E. Identify and evaluate project priority criteria for proposed projects such as structural flood frequency, availability of overland flow paths, location, compliance with the Owner's design standards and cost-effectiveness.
- F. Conduct and attend one (1) review meeting with Owner's Staff to discuss identified projects in the storm drain system & proposed prioritization.

Task Series 500 – Technical Reporting

- a. Summarize findings and recommendations into a Preliminary Engineering Report for utilization in the Owner's capital improvement planning.
- b. Catalog the location and extent of known issues in the storm drain system, such as pipe sizes, condition of pipe and structures, inlet type, surface, street flooding, and open channel concerns.
- c. Discuss the key findings of the reviewed prior reports and summarize the relevant information from the existing documentations.
- d. Identify the manholes, intakes, and other structures included in the system mapping and summarize any notable structural or hydraulic issues identified.
- e. The report shall contain the following general sections:
 - i. Introduction
 - 1. Background
 - 2. Purpose and scope
 - ii. Existing Storm Drain System Analysis
 - 1. Existing storms drain utility inventory.
 - iii. Hydrologic and Hydraulic Modeling Analysis
 - 1. Objective
 - 2. Methodology
 - 3. Procedures & calibration
 - 4. Modeling results
 - iv. Improvement Recommendations
 - 1. Improvement alternatives within corporate limits
 - 2. Improvement alternatives outside corporate limits
 - 3. Opinion of probable costs of all recommendations.
- f. Revise report based on comments from internal QA/QC and Owner review.
- g. Attend up to one (1) review meeting with the Owner's staff to review the results of the report at approximately 90% completion.

- h. All geospatial locations including the extents of CIP project recommendations will be provided to the city during final deliverables to allow for quick cross-reference for any upcoming sanitary or water main projects.
- i. Conduct and attend (1) review meeting with street committee and staff to review the final drainage report.

PROPOSED PROJECT FEE:

The consultant will provide the services described herein for a fixed fee amount of \$34,650.00. A detailed breakdown by Task is included as an attachment. Additional services can be provided based upon current hourly rates as requested by the City.

PROPOSED PROJECT SCHEDULE:

JEO anticipates the following schedule for the work:

Task	Completion Date
Notice to Proceed	Sept 2023
100 – Project Management and Meetings	February 2024
200 – Data Collection and Mapping	November 2023
300 – Hydrology and Hydraulic Analysis	January 2023
400 – Project Development & Prioritization	February 2023
500 – Stormwater Utility Master Plan Report	March 2024

JEO Consulting Group, Inc. GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other



JEO Consulting Group, Inc. GENERAL CONDITIONS

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO 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 where the work shall be performed. Engineer shall require the same of each consultant





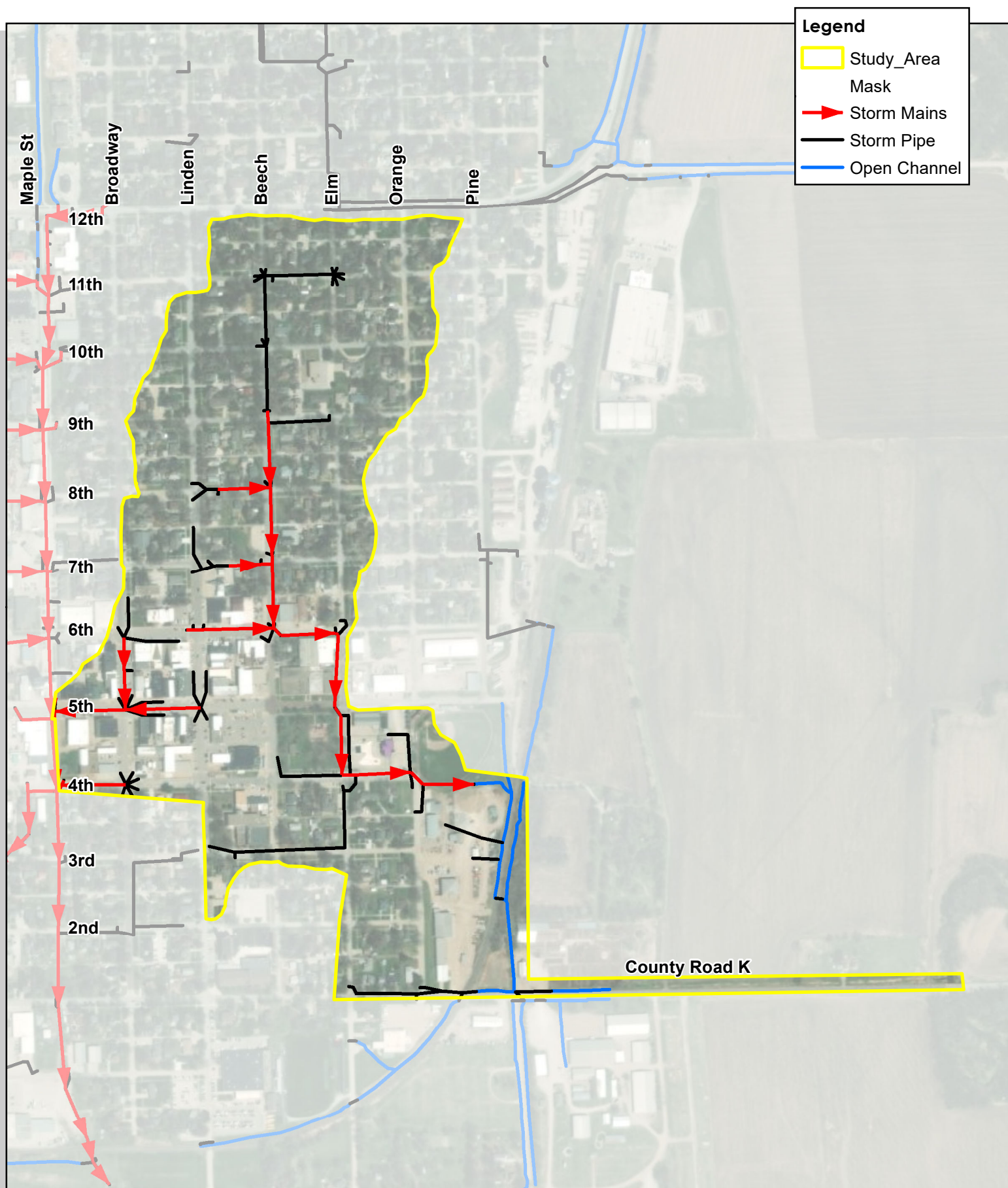
JANUARY 1, 2022

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$295.00
Project Engineers/Architects:	\$130.00	-	\$245.00
Project Engineers (E.I.):	\$105.00	-	\$130.00
Designer:	\$140.00	-	\$215.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$85.00	-	\$150.00
Office/Administrative:	\$75.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.



Created By: PRH
Date: 02/14/2020
Software: ArcGIS 10.7

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Downtown Area Storm Sewer

Wahoo Urban Drainage Study

