

1st City Board Regular Meeting  
Monday, June 1, 2020 7:00 PM

City Hall  
704 6th Street  
St. Paul, NE 68873

## **Agenda**

1. **NOTICE OF THE REGULAR CITY COUNCIL MEETING ON MONDAY, June 1, 2020 AT 7:00 P.M., WHICH MEETING WILL BE OPEN TO THE PUBLIC AND ALSO VIA TELEPHONE CONFERENCE CALL.**

**The City of St. Paul encourages those who want to participate in the City Council meeting due to the COVID-19 can utilize the Telephone Number and Access Code below to attend it by conference call.**

**Call-In Numbers (toll free) 1-866-899-4679  
Access Code 842-777-141**

2. **Mayor Bergman calls meeting to order, with (1) voice Roll Call; (2) Pledge of Allegiance; and (3) the "Open Meeting Statement".**
  - **Open Meetings Act:** A current copy of the Open Meetings Act poster is posted on the west wall in the City Council Chambers and also available on the web "Nebraska State Statutes §84-1407 through §84-1413".
  - **Mayor Bergman also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by State Law. If the City Council votes to hold a closed session pursuant to the Open Meetings Act, the members of the public may not comment or listen during that time.**
3. Submittal of Request for Future Agenda Items
4. Reserve time to Speak on an Agenda Item
5. FOLK LLC present via teleconference.
  - a. Discuss - Approve / Deny FOLK LLC website design revisions regarding the City's new website.
  - b. Discuss - Approve / Deny approving the City's new "Website".
6. Discuss - Approve / Deny FOLK LLC developer hosting the City website for one (1) year costing \$200 monthly.
7. Discuss - Approve / Deny revisiting the COVID-19 regulations pertaining to the DHM Phase II June 1, 2020 Statewide Sports Reopening Guidelines (possible action).
8. Discuss - Approve / Deny City Resolution 2020-7 and the COVID-19: License and Management Agreement for the use of municipal property by the St. Paul Youth Sports Association (SPYSA).  
Please see the attached COVID-19 St. Paul Youth Sports Association (SPYSA) participant's waiver for review.
9. Discuss - Approve / Deny City Resolution 2020-8 and the COVID-19: License and Management Agreement for the use of municipal property by the American Legion Post #119 Baseball.

Please see the attached COVID-19 American Legion Post #119 Baseball participant's waiver for review.

10. Discuss - Approve / Deny City Resolution 2020-9 and the COVID-19: License and Management Agreement for the use of municipal property by the Sandhill's Reign traveling team.  
Please see the attached COVID-19 Sandhill's Reign traveling team participant's waiver for review.
11. Discuss - Approve / Deny City Resolution 2020-10 and the COVID-19: License and Management Agreement for the use of municipal property by the Adult Men's Softball team (Bob Hymer 750-0585).  
Please see the attached COVID-19 Adult Men's Softball team participant's waiver for review.
12. Discuss - Approve / Deny Sons of the American Legion Carl Morgesen Special Designated Liquor (SDL) application for Saturday, July 11, 2020 from 4:00 p.m. to 1:00 a.m. regarding the Grover Cleveland Alexander (GCA) Street dance on Howard Avenue between 6th & 7th Streets. Identification will be checked, along with wristband being utilized for underage drinking. The SDL application must follow all Directive Health Measurer's (DHM) and Social Distancing guidelines.
  - **The GCA Day Committee need to submit "Plans" and receive approval from the Loup Basin Health Department if have more than 500 individuals at an event.**
13. Discuss - Approve / Deny the request of Loup River Distilling closing 5th Street between Howard Avenue and Grand Street regarding a golf tournament steak feed on Saturday, June 13, 2020 from 4:00 p.m. to 10:00 p.m.
14. Due to the time frame, City Clerk Beck and Chief of Police Paczosa signed off on a Loup River Distilling Special Designated Liquor (SDL) application for Saturday, June 13, 2020 from 4:00 p.m. to 1:00 a.m. regarding a golf tournament steak feed at 503 Howard Avenue and/or 5th Street between Howard Avenue and Grand Street. Identification will be checked, along with wristbands being utilized for underage drinking. **The SDL will need to follow all Directive Health Measurer's (DHM) and Social Distancing guidelines per Governor Rickett's.**
15. Discuss - Approve / Deny the 2019 St. Paul Paving Improvement - Project #018-3348 Diamond Engineering Co. Drawdown #4 in the amount of \$68,562.
16. Discuss - Approve / Deny the minutes of May 4, 2020 and May 18, 2020; and disbursements of June 1, 2020.
17. Mayor Bergman's announces his appointment for the City of St. Paul Street Commissioner effective June 4, 2020.  
Discuss - Approve / Deny Mayor Bergman's City Street Commissioner appointment.
  - a. Discuss - Approve / Deny Street Commissioner hourly pay rate.
18. Discuss - Approve / Deny Chief of Police Paczosa and Sergeant Greenwalt attending the 2020 NSA/POAN NE Law Enforcement Conference in Kearney, NE from October 4 - 7, 2020.
19. Discuss - Approve / Deny revisiting the COVID-19 regulations regarding the opening of the St. Paul Swimming Pool.

20. Discuss - Approve / Deny placing Kristie Fousek on the following City of St. Paul signature cards: (1) General 300100027; (2) City 125 Plan; and (3) City Health Deductible. Mrs. Fousek will be utilizing the accounts for payroll.
21. Discuss - Approve / Deny utilizing the City Recycling Trailer beginning Tuesday, June 2, 2020.
22. Discuss the City of St. Paul increasing the Local Option Sales Tax; General Election is Tuesday, November 3, 2020; possible action. (Resolution to the Howard County Clerk by September 1, 2020).
  - City needs to adopt a local economic development plan, which forms the basis of the municipality's LB 840 program. Following the completion of the proposed plan, along with a public hearing on the plan, the question of whether to adopt the plan is submitted to the voters. The ballot question briefly sets out the terms, conditions and goals of the proposed LB 840 program. Upon voter approval of the LB 840 program, the municipality establishes the program by **adopting an Ordinance** that conforms to the terms of the program approved by the voters **within 45 days of the election**.
  - Examples of utilizing sales tax related cost and expenses may include repairing existing or new public infrastructure, workforce housing, early childhood development and etc.
23. Discuss - Approve / Deny applying for a Downtown Revitalization (DTR) grant; if so, need to approve another resolution requesting South Central Economic Development District to assist with a Community Development Block Grant (CDBG) application.
24. Utility Superintendent Helzer updates
25. Chief of Police Paczosa updates
26. City Council member updates
27. Mayor Bergman updates:
  - a. City in-house posting of the Street Equipment Operator job position until Thursday, June 4, 2020 at 3:00 p.m. The position will be advertised in the Phonograph Herald on Wednesday, June 3, 2020 and June 10, 2020, with a cutoff date of June 19, 2020 at 3:00 p.m. The NE League of Municipalities will have the position on their website.
28. Public Comment Period - restricted to items on the agenda
29. Public Announcements
30. Closed Session: Pending Litigation; Strategy Session with respect to real estate purchase; and prevent needless injury to the reputation of an individual
31. Mayor Bergman adjourns City Council meeting
32. Informational Items:

# Quote

<b>Folk Project Fees</b>	<b>\$20,000</b>
Brand Strategy & Design	\$12,000
Website Design & Development	\$8,000
<b>Estimated Additional Client Expenses</b>	<b>\$200*</b>
Font(s) Software for Client Download & Use	
<b>Hosting &amp; Maintenance Options</b>	
Option A: Packaged Hosting & Maintenance	\$200/month
Option B: Self-Hosted Website Through Flywheel	\$275/year
<b>Total Project Quote</b>	

**\$20,475 - \$22,600**

**PLUS ONGOING HOSTING & MAINTENANCE  
FEES AFTER YEAR 1**

# C VID-19

## **RULES FOR RESTROOMS (Starting June 18)**

***Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.***

1. Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present.
2. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.

# COVID-19

## **RULES FOR CONCESSION STANDS (Starting June 18)**

***Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.***

Concession stands are allowed to open, if they meet the following:

1. Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
2. Clean and disinfect high touch surfaces regularly while players and fans are present.
3. Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
4. Whenever possible, practice social distancing between staff.
5. All employees directly interacting with customers should wear face coverings.
6. All food code regulations must still be followed.
7. Employees should wash hands frequently; provide hand sanitizer for customers.

## Outline of Changes to Upcoming DHMs Phase II

### Statewide Changes starting June 1<sup>st</sup>

- **Travel Quarantine**
  - All individuals returning from international travel only will be required to quarantine upon returning to Nebraska for 14 days.
  - The restriction will not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.
  
- **Sports**
  - Team sports have been categorized by contact level (contact, limited-contact, non-contact) based on guidance from the April 2008 American Academy of Pediatrics Classification of Sports According to Contact. These categories will be used for determining the opening of different team sports.
  - Limited and Non-contact team sports including baseball, softball, and volleyball practices may begin June 1<sup>st</sup>.
  - Limited and Non-contact team sports including baseball, softball, and volleyball games may begin June 18<sup>th</sup>.
  - Rodeo events may also begin starting June 1<sup>st</sup>.
  - “June 1<sup>st</sup> Statewide Sports Reopening Guidelines” must be followed for both youth and adults.
    - ◆ Rodeos are permitted to follow Gatherings DHM requirements.
    - ◆ Schools gyms and weight rooms are permitted to follow gyms, fitness centers/clubs, health clubs, and health spas DHM requirements.
  - Contact sports like basketball, tackle football, soccer, wrestling, etc. remain prohibited.

### Starting June 1<sup>st</sup>, the following guidelines apply to all counties except for those located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota)

- **Bars & Restaurants**
  - Restaurants remain open for dine-in and Bars, Bottle Clubs, and Gentlemen's Clubs can reopen.
    - ◆ Patrons will be required to be seated while on premise unless they are placing an order or using the restroom.
  - Limited to 50% of rated occupancy maximum at a time.
  - Six (6) feet separation between seating of different parties.
  - Six (6) feet of separation between entertainers, performers, dancers, and patrons.
  - Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
  - Food may not be consumed at bar seating.
  - Games such as pool, darts, arcade games, etc. are prohibited.
  
- **Childcare Facilities**
  - Will remain at not more than 15 children per room/space.
    - ◆ All other state provisions, statutes, and regulations, including child to staff ratios, still apply.

## ● Gatherings

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
  - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
    - > Groups shall be no larger than six (6) individuals.
    - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30<sup>th</sup> and may be extended.
  - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
  - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

## ● Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

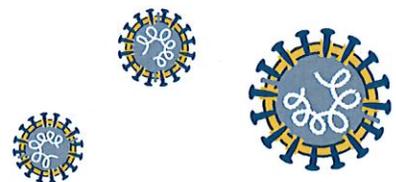
## ● Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
  - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

## ● Wedding & Funeral Reception Venues

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
- Self-serve buffets and salad bars are prohibited. Venue staff must serve food directly to all individuals.
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

***Starting June 1<sup>st</sup>, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements***



## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

### June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
  - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

## June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
  - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
  - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use.
  - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
  - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



# St. Paul Youth Sports Assn.

DUE TO THE COVID-19 PANDEMIC SPYSA HAS DECIDED THE FOLLOWING FOR THE 2020 SOFTBALL-BASEBALL-TBALL SEASON.

1. **T-BALL is CANCELLED.** Participants will receive a \$20.00 refund. A check will be mailed to address on the SPYSA WEBSITE ACCOUNT.
2. **8U, 10U & 12U Softball and Baseball will participate** in skills camps and scrimmages with SPYSA players and coaches. There will be NO LEAGUE or TOURNAMENT PLAY.
3. **NO REFUNDS** if a player chooses not to participate in the offered skills camps and scrimmages UNLESS a doctor's note is received that indicates a medical reason for nonparticipation. The refund amount will be \$30.00.
4. **ALL PARTICIPANTS, COACHES AND VOLUNTEERS MUST SIGN A COVID-19 WAIVER.**
5. **EQUIPMENT** Individual helmets and bats are encouraged but not required. Shared SPYSA helmets and bats will be sanitized between uses. GLOVES ARE REQUIRED, BUT IF CHILD DOES NOT HAVE ONE ARRANGEMENTS CAN BE MADE.
6. **PRACTICE ATTENDANCE** NO PARENTS/GUARDIANS are allowed to remain outside of their vehicle during practice/skills camp.
7. **RESTROOMS AVAILABLE FOR EMERGENCY USE ONLY AND WILL REMAIN LOCKED.** ACCESS WILL NEED TO BE REQUESTED TO ALLOW FOR ADEQUATE SANITIZING. Parents are encouraged to have their children use the restroom prior to coming to ball fields.
8. **SCRIMMAGE ATTENDANCE** Only household members of the players shall be allowed to attend scrimmages. Each set of household members must sit 6 feet away from other fans. Bleachers will NOT be available.
9. EACH PLAYER MUST BRING THEIR OWN WATER BOTTLE. Public fountains and sinks will not be available.
10. **NO CONCESSION STAND!!!!!!**

The SPSYA Board and City of St. Paul have worked very hard to come to a decision that both provides opportunities for our young athletes and protects the health of our community. We encourage and hope that all our players take advantage of this opportunity to learn skills and most importantly play ball with your friends. We are in need of additional volunteers to help with skills camps, sanitizing and other areas during the camp and scrimmages. Please contact a Board Member below with any questions or concerns. Thank you for supporting SPYSA.

Jon Meyer, Baseball Commissioner 308-750-6865  
Rob Wegner, Baseball Commissioner 308-750-2253  
Sara Paider, Tball Commissioner 308-202-0212

Nekita Powell, Softball Commissioner 308-850-1257  
Kali Volk, Softball Commissioner 402-759-1652  
Julie Gawrych, Tball Commissioner 308-750-1832

### 8U Boys

Tuesday June 2 5:00 - 5:45 PM Skills Camp  
Tuesday June 9 5:00 - 5:45 PM Skills Camp  
Tuesday June 16 5:00 - 5:45 PM Skills Camp  
Tuesday June 23 5:00 pm Scrimmage  
Tuesday June 30 5:00 pm Scrimmage

### 10U Boys

Tuesday June 2 6:00 - 7:30 PM Skills Camp  
Thursday June 4 6:00 - 7:30 PM Skills Camp NORTH  
Tuesday June 9 6:00 - 7:30 PM Skills Camp  
Thursday June 11 6:00 - 7:30 PM Skills Camp NORTH  
Tuesday June 16 6:00 - 7:30PM Skills Camp  
Thursday June 18 6:00 - 7:30 PM Scrimmage NORTH  
Tuesday June 23 6:00 - 7:30 PM Skills Camp  
Thursday June 25 6:00 - 7:30 PM Scrimmage NORTH  
Tuesday June 30 6:00 - 7:30 PM Scrimmage NORTH  
Thursday July 2 6:00 - 7:30 PM Scrimmage NORTH

### 12U Boys

Tuesday June 2 8:00 - 9:30 PM Skills Camp  
Thursday June 4 8:00 - 9:30 PM Skills Camp NORTH  
Tuesday June 9 8:00 - 9:30 PM Skills Camp  
Thursday June 11 8:00 - 9:30 PM Skills Camp NORTH  
Tuesday June 16 8:00 - 9:30 PM Skills Camp  
Thursday June 18 8:00 PM Scrimmage NORTH  
Tuesday June 23 8:00 - 9:30 PM Skills Camp  
Thursday June 25 8:00 PM Scrimmage NORTH  
Monday June 30 8:00 PM Scrimmage NORTH  
Thursday July 2 8:00 PM Scrimmage NORTH

### 8U Girls

Monday June 1	5:00 - 5:45 PM Skills Camp
Monday June 8	5:00 - 5:45 PM Skills Camp
Monday June 15	5:00 - 5:45 PM Skills Camp
Monday June 22	5:00 pm Scrimmage
Monday June 29	5:00 pm Scrimmage

### 10U Girls

Monday June 1	6:00 - 7:30 PM Skills Camp
Thursday June 4	6:00 - 7:30 PM Skills Camp
Monday June 8	6:00 - 7:30 PM Skills Camp
Thursday June 11	6:00 - 7:30 PM Skills Camp
Monday June 15	6:00 - 7:30PM Skills Camp
Thursday June 18	6:00 - 7:30 PM Scrimmage SOUTH
Monday June 22	6:00 - 7:30 PM Skills Camp
Thursday June 25	6:00 - 7:30 PM Scrimmage SOUTH
Monday June 29	6:00 - 7:30 PM Scrimmage SOUTH
Thursday July 2	6:00 - 7:30 PM Scrimmage SOUTH

### 12U Girls

Monday June 1	8:00 - 9:30 PM Skills Camp
Thursday June 4	8:00 - 9:30 PM Skills Camp
Monday June 8	8:00 - 9:30 PM Skills Camp
Thursday June 11	8:00 - 9:30 PM Skills Camp
Monday June 15	8:00 - 9:30 PM Skills Camp
Thursday June 18	8:00 PM Scrimmage SOUTH
Monday June 22	8:00 - 9:30 PM Skills Camp
Thursday June 25	8:00 PM Scrimmage SOUTH
Monday June 29	8:00 Scrimmage SOUTH
Thursday July 2	8:00 Scrimmage SOUTH

**City of St. Paul Resolution 2020-7**

**COVID-19: Resolution 2020-7 of the City of St. Paul regarding use  
of Municipal Property for Sports or Other Recreational Activities  
(St. Paul Youth Sports Association)**

A Resolution of **City of St. Paul**, Nebraska, regarding the risk of exposure to COVID-19 through the use of Municipal Property for Sports or Recreational Activities.

**Recitals**

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020;

WHEREAS, on May 21, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and/or youth team sports;

WHEREAS, a copy of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* is attached to this Resolution and incorporated herein as part of these Recitals;

WHEREAS, it is anticipated that future guidance from the State of Nebraska will permit additional team sports and other recreational activities;

WHEREAS, players, coaches, officials, and others who participate in such games, practices, or other recreational activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property and/or facilities on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities; and

WHEREAS, it is the intent of the **City of St. Paul** to permit the resumption of adult and/or youth team sports and other recreational activities on municipal property and/or facilities, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* and such further laws and guidance that may be issued in the future, provided that every

individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of St. Paul, its elected and appointed officials and employees, and all other participants in adult and/or youth team sports or other recreational activities from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City of St. Paul that any individual, organization or group sponsoring adult and/or youth team sports or other recreational activities that wishes to use the playing or practice fields, courts, grounds, and/or other facilities of St. Paul for games, practices, or other recreational activities will be required to enter into the *COVID-19: License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities* attached hereto. These License Agreements will be maintained by the Municipal Clerk and shall constitute an addendum to any other contract, license agreement, lease, or agreement allowing the use of the municipal property and/or facilities of the City of St. Paul by the same individual, organization, or group.

BE IT FURTHER RESOLVED that, in order to enter the playing or practice fields, courts, grounds, and/or other facilities of the City of St. Paul to participate in games, practices, or other recreational activities, all players, coaches, officials and other participants must sign the agreement titled *COVID-19: Participants Agreement for Sports or Other Recreational Activities* in substantially the same form as attached hereto. Each team wishing to participate on or use the municipal property and/or facilities of the City of St. Paul must provide copies of signed *Agreements* for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the Municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants and spectators, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, shall be posted on all practice and playing fields, courts, grounds, and/or other facilities where adult and/or youth practices and/or games or other recreational activities occur. If the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of St. Paul relating to COVID-19 or other safety or hygiene precautions while present on municipal property and/or facilities, understanding that the City of St. Paul may elect to deny entrance to its playing or practice fields, courts, grounds, and/or other facilities to any non-complying participant or spectator, or to require a non-complying participant or spectator to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of **the City of St. Paul** are authorized to execute the directives set forth in this Resolution.

RESOLVED this 1<sup>st</sup> day of June, 2020.

ATTEST:

By: \_\_\_\_\_  
Joel M. Bergman, Mayor

By: \_\_\_\_\_  
Connie Jo Beck, City Clerk/Deputy Treasurer



**COVID 19: License and Management Agreement  
Regarding use of Municipal Property for Sports  
Or other Recreational Activities**

**St. Paul Youth Sports Association**



This License and Management Agreement (the "License"), dated for reference purposes only as of the 1<sup>st</sup> day of June, 2020, is entered into by and between the City of St. Paul ("Licensor") and \_\_\_\_\_ ("Licensee").

**RECITALS**

- A. Licensor owns the real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").
- B. The Licensee desires to license a portion of the Real Property as identified on Exhibit "B" attached hereto and incorporated herein by this reference (the "Premises").
- C. The Premises includes a playing field, court, or other grounds suitable for sports and other recreational activities, and may include associated improvements and structures included therewith, all as more particularly described on Exhibit "B".
- D. Licensee is involved in organizing adult and/or youth team sports or other recreational activities in the municipality.
- E. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises during all practices, games, and other events follows the current applicable rules for safe operation.
- F. Licensee desires to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation.
- G. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensors desires to license to Licensee the Premises, as defined above, consisting of approximately **13.5 acres** of real property as further described on Exhibit "B". Such area includes the municipal playing field(s), court(s), grounds, and/or the structures and improvements associated with the playing field(s), court(s), or grounds, including, but not limited to, the bleachers, stands, restroom facilities, drinking fountain(s), and concession stand. Licensors licenses the Premises to Licensee, and Licensee licenses the Premises from Licensors, for the License Term, and Licensee agrees to pay the license fee, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Real Property as is necessary for Licensee to access and use the Premises.

2. Management. The parties acknowledge and agree that **Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises** are being utilized pursuant to this License. **Licensee shall be responsible for operating and managing the Premises** in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the *June 1st Statewide Sports Reopening Guidelines* issued by the State of Nebraska, attached hereto as Exhibit "C" and incorporated herein by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensors (collectively the "Rules"). Licensee represents and covenants to Licensors that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed.

3. Term. The License shall be for a term of \_\_\_\_ **months** commencing **effective as of \_\_\_\_\_, 2020**. Either party shall have the right to terminate this License by providing the other party with no less **than \_\_\_\_ days'** prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensors retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensors determines, in Licensors's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.



4. Acceptance of Premises. By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. **Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property** that is described herein as the Premises and that Licensor and other parties also shall have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

5. Quiet Enjoyment. Upon Licensee's paying the license fee and other expenses provided in this License and observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

6. Real Estate Taxes. If applicable during the License Term, Licensor shall pay all real property taxes and assessments, improvement bonds, and other governmental levies ("Taxes") imposed on or with respect to the Premises, if any exist. Licensee shall pay all personal property taxes imposed on or with respect to Licensee's equipment and personal property located on the Premises, if any exist.

7. Utilities. **Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Licensor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by Licensor before the same become due. If Licensor receives the statement for such utilities and Licensee has agreed to pay the same hereunder, Licensor shall provide Licensee with a copy of the applicable statement(s).**

8. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. **Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly while players and fans are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart, if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed.** Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the

applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control on the Premises in accordance with past practices of Licensor. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder.

9. Insurance. During the License Term, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include **commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. Licensor shall be named as an additional named insured** on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. If possible and financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

10. Licensee's Indemnification. **Licensee agrees to indemnify and hold Licensor harmless** from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

11. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

12. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of the license fee or other payment by Licensor from any

person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

13. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the license fee or any other payments required to be made by Licensee under this License when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within ten (10) days, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

14. Remedies. On the occurrence of an Event of Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for the license fee due and to become due under the License;
- C. sue for any damages sustained by Licensor;
- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises.

15. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 15 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

16. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor,

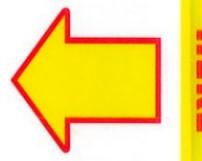
specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

17. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

18. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: City of St. Paul  
704 6<sup>th</sup> Street  
St. Paul, Nebraska 68873  
Telephone (308)754-4483

b. Licensee's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_



19. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

20. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

21. Relationship of Parties. Neither the method of computation of the license fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture

or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

22. Waiver. The acceptance of the license fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

23. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

24. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

25. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

26. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

27. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

**“LICENSEE”**

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



**“LICENSOR”**

\_\_\_\_\_  
**City of St. Paul, Nebraska**  
**By: Joel M. Bergman,**  
**Its: Mayor**

Exhibit "A"  
Legal Description

**Lot One (1), PAW'S SUBDIVISION**

Exhibit "B"

[Insert Diagram or Description of the Licensed Premises]

[Include List of Improvements/Structures]

Exhibit "B"

[Insert Diagram or Description of the Licensed Premises]

[Include List of Improvements/Structures]

"Please See Attachments"



Parcel Information	
<b>Parcel ID</b>	470860266
<b>Links</b>	<a href="#">Photo #1</a> <a href="#">Photo #2</a> <a href="#">Photo #3</a> <a href="#">Photo #4</a> <a href="#">Photo #5</a> <a href="#">Photo #6</a> <a href="#">Photo #7</a> <a href="#">Photo #8</a> <a href="#">Photo #9</a> <a href="#">Photo #10</a> <a href="#">Photo #11</a> <a href="#">Photo #12</a> <a href="#">Photo #13</a> <a href="#">Photo #14</a> <a href="#">Photo #15</a> <a href="#">Photo #16</a> <a href="#">Photo #17</a> <a href="#">Photo #18</a> <a href="#">Photo #19</a> <a href="#">Photo #20</a> <a href="#">Photo #21</a> <a href="#">Photo #22</a> <a href="#">Photo #23</a> <a href="#">Photo #24</a> <a href="#">Photo #25</a> <a href="#">Photo #26</a> <a href="#">Photo #27</a> <a href="#">Photo #28</a> <a href="#">Sketch #1</a>
<b>Map Number</b>	2917-00-0-11041-000-1154
<b>Cadastral #</b>	0000-0000
<b>Current Owner</b>	CITY OF ST PAUL
<b>Mailing Address</b>	704 6TH ST ST PAUL NE 68873-2015
<b>Situs Address</b>	
<b>Tax District</b>	1
<b>Tax ID</b>	0000-0000
<b>School District</b>	ST PAUL SCH DIST #1
<b>Neighborhood</b>	7200
<b>Property Class</b>	Exempt
<b>Lot Width x Depth</b>	
<b>Legal Description</b>	LOT 1 PAWS SUBDIVISION (13.518 ACRES) <i>13.518</i>

Assessed Values				
Year	Total	Land	Improvements	Outbuildings
2019	\$418,465	\$93,590	\$324,875	\$0

2019 Tax Information	
<b>Taxes</b>	\$0.00
<b>Tax Levy</b>	1.926555

2019 Tax Levy	
Description	Rate
AG SOCIETY	0.003140
CENTRAL COMM-COLLEGE	0.093042
COUNTY GENERAL	0.169192
ED SERVICE UNIT #10	0.015000
HISTORICAL SOCIETY	0.000842
LOUP BASIN RECL#1	0.032702
LOWER LOUP NRD #1	0.035736
ST PAUL CITY	0.655565
ST PAUL SCH #1 BOND 2009	0.083613
ST PAUL SCH DIST #1	0.837723

5 Year Sales History
No previous sales information is available.



Property Classification			
<b>Status:</b>	Improved	<b>Location:</b>	Urban
<b>Property Class:</b>	Exempt	<b>City Size:</b>	800-2,500
<b>Zoning:</b>	Single Family	<b>Lot Size:</b>	5.00-9.99 ac.

Historical Valuation Information							
Year	Billed Owner	Land	Impr	Outbldg	Total	Taxable	Taxes
2019	CITY OF ST PAUL	\$93,590	\$324,875	\$0	\$418,465	\$0	\$0.00
2018	CITY OF ST PAUL	\$93,590	\$324,875	\$0	\$418,465	\$0	\$0.00
2017	CITY OF ST PAUL	\$20,000	\$203,900	\$0	\$223,900	\$0	\$0.00
2016	CITY OF ST PAUL	\$20,000	\$180,945	\$0	\$200,945	\$0	\$0.00
2015	CITY OF ST PAUL	\$20,000	\$0	\$0	\$20,000	\$0	\$0.00

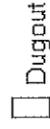
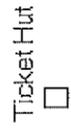
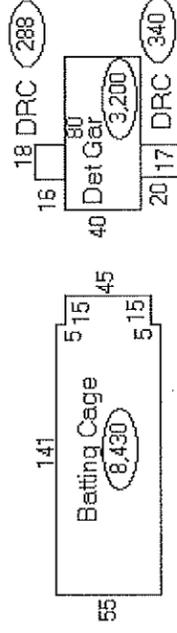
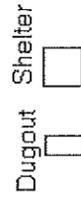
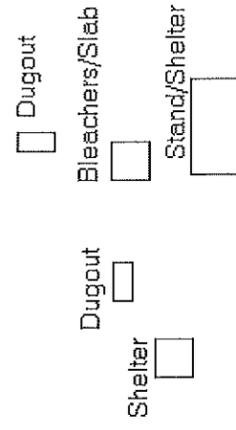
Farm Residence Datasheet			
<b>Type</b>		<b>Heat Type</b>	
<b>Quality / Condition</b>		<b>Foundation</b>	
<b>Arch. Type</b>		<b>Slab Area</b>	
<b>Year Built</b>		<b>Crawl Area</b>	
<b>Actual Age</b>	N/A	<b>Basement Area</b>	sq. ft.
<b>Ext. Wall 1</b>		<b>Min Finish</b>	
<b>Ext. Wall 2</b>		<b>Rec Finish</b>	
<b>Base Area</b>		<b>Part Finish</b>	
<b>Total Area</b>		<b>Bedrooms</b>	
<b>Style 1</b>		<b>Bathrooms</b>	
<b>Style 2</b>		<b>Garage Type</b>	
<b>Roof Type</b>		<b>Garage Area</b>	

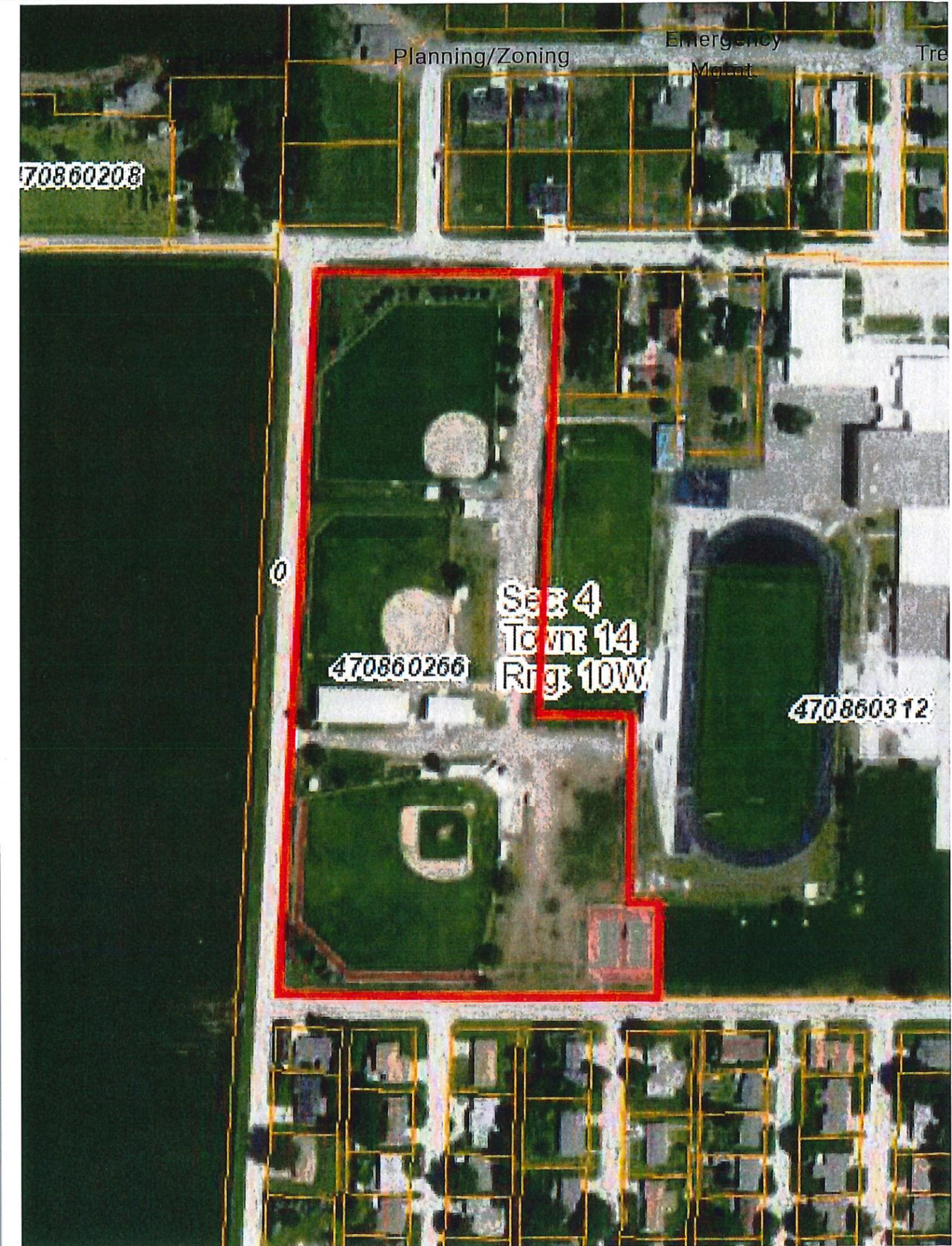


Miscellaneous Improvements		
Improvement	Year	Units
BATTING CAGE BLDG		8430
GARAGE/SHOP/RR		3200
CONC DRIVE(TOTAL)		628
(N) STAND/SHELTER		1
(N/M) SHELTER		2
(N/M) DUGOUTS		4
(N/M)BLEACHER/SLAB		2
(S)STAND/BLEACHER		1
(S) DUGOUTS		2
TICKET HUT		1
GREEN BLOCK &SLAB		1
(W) WHITE SHED		1
(N) TICKET STAND		1
CHAINLINK FENCES		1
TENNIS--CRT,CONCRET		16900

Agland Inventory							
Soil Symbol	Soil Name	Land Use	LVG Code	Spot LVG	Value/Acre	Acres	Total Value
850	SITE(EXEMPT PARCEL)	SITE	850		5,000	11.518	57,590
900	ACREAGE HOME SITE	SITE	900		18,000	2	36,000
						Totals	13.518 93,590

Building Permits			
Permit #	Date	Description	Amount
C08-027	05/06/2008	SIGN	500
C08-009	03/05/2008	BATTING CAGES/GROVER CLEVELAND FIELD	
0071C	12/27/2000	NEW RESTROOM	40000





Planning/Zoning

Emergency  
Maint.

Tre

470860208

0

470860266

Sec 4  
Town 14  
Rng 10W

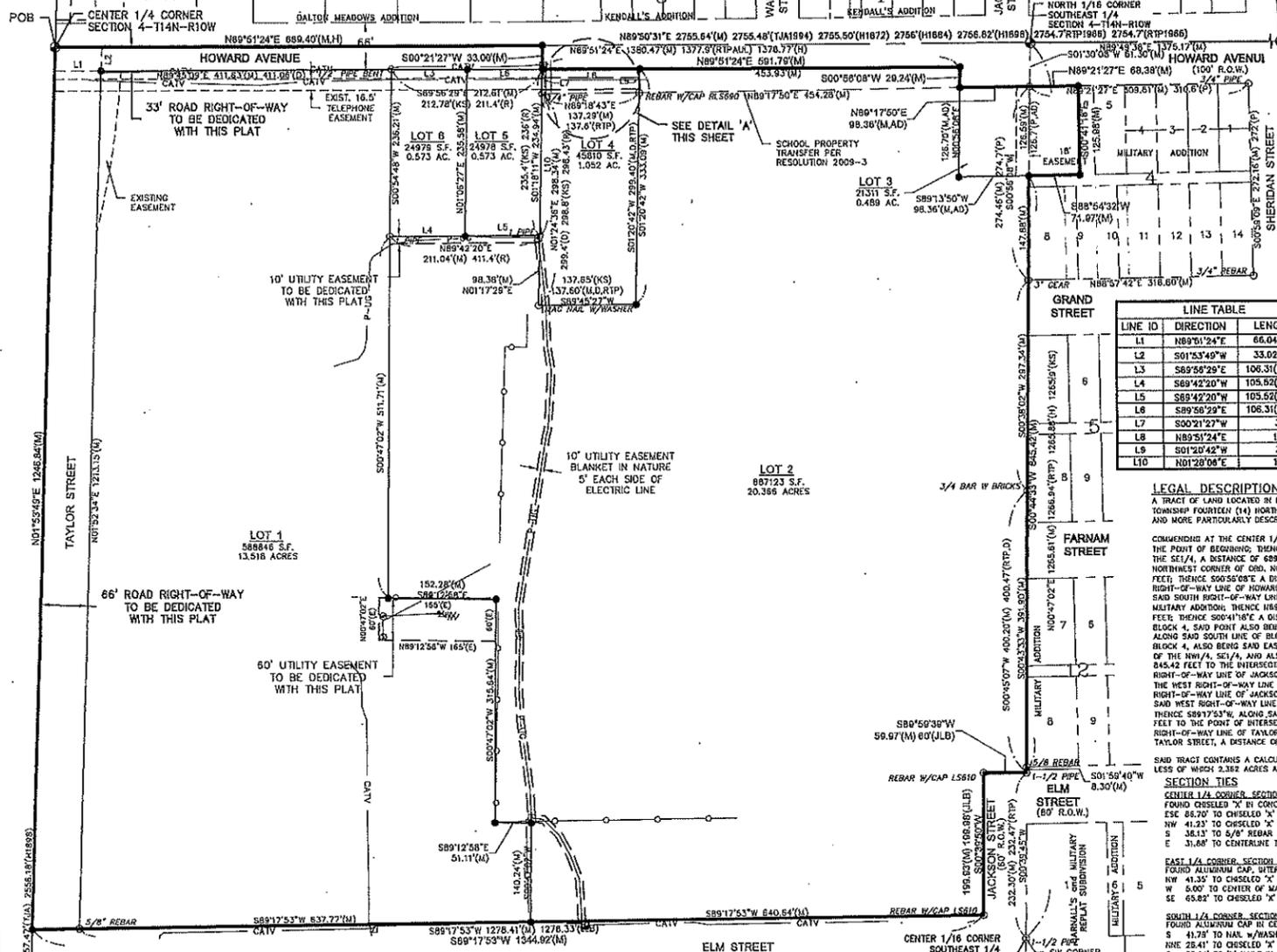
470860312

# PRELIMINARY PLAT PAWS SUBDIVISION

(Paul Anderson Wildcats Svoboda)  
TO THE CITY OF SAINT PAUL, HOWARD COUNTY, NEBRASKA  
SE 1/4, SECTION 4-TOWNSHIP 14 NORTH-RANGE 10 WEST, IN THE CITY OF ST. PAUL, HOWARD COUNTY, NEBRASKA

**LEGEND**

- SECTION CORNER
- FOUND CORNER
- SET CORNER (5/8" REBAR/CAP)
- SECTION LINE
- NEW SUBDIVISION LINE
- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- VACATED R.O.W. AREA
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- RIP R.T. PAUL L592 DISTANCE 5/1866
- KS K. STEVENS L5680 DISTANCE 10/21/2016
- NBL JAMIE L. BLOGGETT L5610 DISTANCE 3/22/2016
- AD A.W. DEARMENT L5208 DISTANCE
- H HARVEY DISTANCE
- P PLATED DISTANCE MILITARY ADD.



**LINE TABLE**

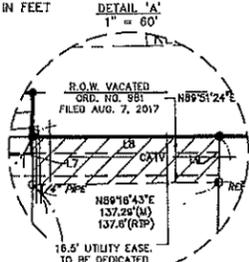
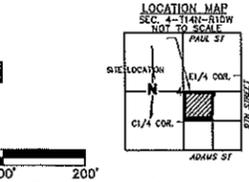
LINE ID	DIRECTION	LENGTH (FT)
L1	N89°51'24"E	66.04(M) 66(R)
L2	S01°53'49"W	33.02(M) 33(R)
L3	S89°58'29"E	106.31(M) 105.7(R)
L4	S89°42'20"W	105.52(M) 105.7(R)
L5	S89°42'20"W	105.52(M) 105.7(R)
L6	S89°58'29"E	106.31(M) 105.7(R)
L7	S00°21'22"W	34.88
L8	N89°51'24"E	137.86
L9	S01°53'49"W	33.89
L10	N01°28'04"E	188.96

**LEGAL DESCRIPTION**  
A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF THE SE 1/4 OF SECTION 4-T14N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°51'24"E, ALONG THE NORTH LINE OF THE SE 1/4, A DISTANCE OF 669.40 FEET; THENCE S00°21'22"W A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF ORD. NO. 981 FILED AUG. 7, 2017; THENCE N89°51'24"E A DISTANCE OF 581.79 FEET; THENCE S00°55'08"E A DISTANCE OF 29.24 FEET; THENCE N89°17'50"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE, A DISTANCE OF 98.38 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE AND THE NORTHWEST CORNER OF LOT 7, BLOCK 4, MILITARY ADDITION; THENCE N89°17'50"E, ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 88.38 FEET; THENCE S00°41'51"E A DISTANCE OF 155.88 FEET TO A POINT ON THE SOUTH LINE OF LOT 6, SAID BLOCK 4, SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 16 FT. ALLEY; THENCE S89°51'32"W ALONG SAID SOUTH LINE OF BLOCK 4, A DISTANCE OF 71.87 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 4, ALSO BEING SAID EAST LINE OF THE NW 1/4, SE 1/4; THENCE S00°44'33"W, ALONG SAID EAST LINE OF THE NW 1/4, SE 1/4, AND ALSO BEING THE WEST LINE OF SAID MILITARY ADDITION, A DISTANCE OF 845.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE EAST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S89°58'29"W A DISTANCE OF 55.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S00°39'50"W, ALONG SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 189.93 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET AND THE NORTH RIGHT-OF-WAY LINE OF ELM STREET; THENCE S89°17'53"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET, A DISTANCE OF 1344.92 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE WEST RIGHT-OF-WAY LINE OF TAYLOR STREET; THENCE N01°28'04"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF TAYLOR STREET, A DISTANCE OF 1246.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,685,987.41 SQUARE FEET OR 38.935 ACRES MORE OR LESS OF WHICH 2,382 ACRES ARE DEDICATED RIGHT-OF-WAY.

**SECTION TIES**  
CENTER 1/4 CORNER, SECTION 4 T14N R10W  
FOUND CHISELED "X" IN CONCRETE SURFACE ON HOWARD ST  
ESE 88.70' TO CHISELED "X" ON NW CORNER OF STORM JUNCTION BOX  
NW 41.23' TO CHISELED "X" ON SE CORNER OF STORM JUNCTION BOX  
S 38.13' TO 5/8" REBAR OFF EDGE OF CONCRETE RETURN  
E 31.88' TO CENTERLINE TAYLOR ST  
EAST 1/4 CORNER, SECTION 4 T14N R10W  
FOUND ALUMINUM CAP INTERSECTION OF HOWARD ST & NINTH ST  
NW 41.35' TO CHISELED "X" ON SE CORNER OF CONCRETE LIGHT POLE BASE  
W 5.00' TO CENTER OF MANHOLE LID  
SE 65.82' TO CHISELED "X" ON NW CORNER OF CONCRETE LIGHT POLE BASE  
SOUTH 1/4 CORNER, SECTION 4 T14N R10W  
FOUND ALUMINUM CAP IN CENTERLINE OF ADAMS ST AND WEST OF TAYLOR ST  
S 41.79' TO HAL W/WASHER EAST GATE POST  
NINE 25.41' TO CHISELED "X" SE CORNER STORM SOWER JUNCTION BOX  
S 33.04' TO "X" NAILS IN WEST GATE POST  
E 32.95' TO CENTERLINE OF TAYLOR ST  
CENTER 1/4 CORNER, SOUTHWEST 1/4, SECTION 4 T14N R10W  
FOUND 1-1/2" PIPE, 20.05' BELOW GRADE  
N 48.65' TO "X" NAILS IN POWER POLE  
W 38.17' TO CENTER OF MANHOLE AT INTERSECTION OF JACKSON ST & ELM ST  
WNW 65.72' TO "X" NAILS IN POWER POLE  
NORTH 1/4 CORNER, SOUTHWEST 1/4, SECTION 4 T14N R10W  
FOUND 1" PUNCH PIPE AT GRADE  
S 36.94' TO CENTER OPERATION HUT OF TOP FINE HYDRANT  
S8W 68.43' TO NAILS IN NORTH FACE OF 10" DECIDUOUS TREE  
NW 68.89' TO CHISELED "X" IN SE CORNER OF SIDEWALK NORTH



USER: jimmenez  
 PWD: F:\2017\10-15-2017-1126\AC-Design\Survey\SPAW\Sheets\Y\_PPL\_71126.dwg  
 DATE: Aug 02, 2017 8:58am  
 ARCS: Y:\P0\_SPL\_71126

**MOLSSON ASSOCIATES**  
281 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 508.384.8750  
FAX 508.384.8782

PROJECT NO. 2017-1126  
ST. PAUL SCHOOL SURVEY  
FB ST PAUL #4

OWNERS: CITY OF ST PAUL & CO OF HOWARD SCHOOL DISTRICT NO. 1  
SUBDIVIDER: CITY OF ST PAUL & CO OF HOWARD SCHOOL DISTRICT NO. 1  
SURVEYOR: OLSSON ASSOCIATES  
ENGINEER: OLSSON ASSOCIATES  
NUMBER OF LOTS: 6

**FINAL PLAT  
PAWS SUBDIVISION**

(Paul Anderson Wildcats Svoboda)

TO THE CITY OF SAINT PAUL, HOWARD COUNTY, NEBRASKA  
SE1/4, SECTION 4-TOWNSHIP 14 NORTH-RANGE 10 WEST, IN THE CITY OF ST. PAUL, HOWARD COUNTY, NEBRASKA

**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF THE SE1/4 OF SECTION 4-T14N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°51'24"E, ALONG THE NORTH LINE OF THE SE1/4, A DISTANCE OF 889.40 FEET; THENCE S00°21'27"W A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF GRD. NO. 501 FILED AUG. 7, 2017; THENCE N89°51'24"E A DISTANCE OF 591.79 FEET; THENCE S00°58'08"E A DISTANCE OF 28.24 FEET; THENCE N89°17'50"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE, A DISTANCE OF 98.36 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE AND THE NORTHWEST CORNER OF LOT 7, BLOCK 4, MILITARY ADDITION; THENCE N89°17'27"E, ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 88.36 FEET; THENCE S00°41'18"E A DISTANCE OF 125.98 FEET TO A POINT ON THE SOUTH LINE OF LOT 6, SAID BLOCK 4, SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 16 FT. ALLEY; THENCE S88°54'32"W, ALONG SAID SOUTH LINE OF BLOCK 4, A DISTANCE OF 71.97 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 4, ALSO BEING SAID EAST LINE OF THE NW1/4, SE1/4; THENCE S00°44'33"W, ALONG SAID EAST LINE OF THE NW1/4, SE1/4, AND ALSO BEING THE WEST LINE OF SAID MILITARY ADDITION, A DISTANCE OF 845.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE EAST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S89°59'39"W A DISTANCE OF 59.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S00°59'50"W, ALONG SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 199.93 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET AND THE NORTH RIGHT-OF-WAY LINE OF ELM STREET; THENCE S89°17'53"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET, A DISTANCE OF 1344.92 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE WEST RIGHT-OF-WAY LINE OF TAYLOR STREET; THENCE N01°53'49"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF TAYLOR STREET, A DISTANCE OF 1246.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,695,987.41 SQUARE FEET OR 38.935 ACRES MORE OR LESS OF WHICH 2.362 ACRES ARE DEDICATED RIGHT-OF-WAY.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ON September 15<sup>th</sup>, 2017, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

Jesse E. Hurt  
JESSE E. HURT, REGISTERED LAND SURVEYOR NUMBER, LS-674



**APPROVAL OF PLANNING AND ZONING COMMISSION**

THIS PLAT OF "PAWS SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SAINT PAUL PLANNING AND ZONING COMMISSION ON THIS 11 DAY OF September, 2017.

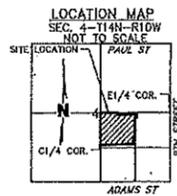
Andy M. Behrend  
CHAIRPERSON  
Connie K. Bickler  
SECRETARY

**CITY OF SAINT PAUL APPROVALS**

THIS PLAT OF "PAWS SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SAINT PAUL ON THIS 16 DAY OF Sept, 2017.

Tracy J. Howard  
MAYOR  
Donna Jo Beck  
CITY CLERK

STATE OF NEBRASKA  
HOWARD COUNTY  
FILE FOR RECORD  
MO. DAY, 2017  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. RECORDED  
IN BOOK \_\_\_\_\_ OF RECORD PAGE \_\_\_\_\_  
BY \_\_\_\_\_ COUNTY CLERK



SHEET 2 OF 2

**MOLSSON ASSOCIATES**  
201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8750  
FAX 308.384.8752

PROJECT NO.  
2017-1111 / 2017-1143  
CITY OF ST. PAUL  
ST. PAUL SCHOOL SURVEY  
IN ST PAW #1

**DEDICATION OF PLAT**

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF SAINT PAUL; COUNTY OF HOWARD SCHOOL DISTRICT NO. 1; AND JACK WALTER MEENECKE AND BEVERLY KAY MEENECKE (HUSBAND AND WIFE); DAVID K. JOHNSON AND LISA L. JOHNSON (HUSBAND AND WIFE), BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "PAWS SUBDIVISION" IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND THAT THE FOREGOING SUBDIVIDED LOT IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT IN WITNESS WHEREOF I HAVE AFFIXED MY SIGNATURE HERETO

Tracy J. Howard 9/16/17 AT St. Paul, NEBRASKA  
TRACY J. HOWARD, MAYOR, CITY OF SAINT PAUL

Marty Mirkovska 9-11-17 AT St. Paul, NEBRASKA  
MARTY MIRKOVSKA, PRESIDENT,  
COUNTY OF HOWARD SCHOOL DISTRICT NO. 1

Jack Walter Meenecke 9/16/17 AT St. Paul, NEBRASKA  
JACK WALTER MEENECKE

Beverly Kay Meenecke 9-11-17 AT St. Paul, NEBRASKA  
BEVERLY KAY MEENECKE

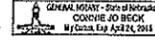
David K. Johnson August 25, 2017 AT Honolulu, HAWAII  
DAVID K. JOHNSON

Lisa L. Johnson August 25, 2017 AT Honolulu, HAWAII  
LISA L. JOHNSON

**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HOWARD  
ON THIS 16 DAY OF September, 2017, BEFORE ME Donna Jo Beck, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED TRACY J. HOWARD, MAYOR, CITY OF SAINT PAUL, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

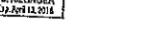
MY COMMISSION EXPIRES 11-21-18  
Donna Jo Beck  
NOTARY PUBLIC



**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HOWARD  
ON THIS 11 DAY OF August, 2017, BEFORE ME Valerie J. Kullinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED MARTY MIRKOVSKA, PRESIDENT, COUNTY OF HOWARD SCHOOL DISTRICT NO. 1, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-21-18  
Valerie J. Kullinger  
NOTARY PUBLIC



**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HOWARD  
ON THIS 11 DAY OF September, 2017, BEFORE ME Valerie J. Kullinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JACK WALTER MEENECKE, SPOUSE OF BEVERLY KAY MEENECKE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-21-18  
Valerie J. Kullinger  
NOTARY PUBLIC



**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HOWARD  
ON THIS 17 DAY OF September, 2017, BEFORE ME Valerie J. Kullinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED BEVERLY KAY MEENECKE, SPOUSE OF JACK WALTER MEENECKE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-21-18  
Valerie J. Kullinger  
NOTARY PUBLIC



**ACKNOWLEDGMENT**

STATE OF HAWAII  
COUNTY OF HONOLULU  
ON THIS 25 DAY OF August, 2017, BEFORE ME Terrell A. Kaula, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DAVID K. JOHNSON, SPOUSE OF LISA L. JOHNSON, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Honolulu, HAWAII, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 10-27-2019  
Terrell A. Kaula  
NOTARY PUBLIC



**ACKNOWLEDGMENT**

STATE OF HAWAII  
COUNTY OF HONOLULU  
ON THIS 25 DAY OF Aug, 2017, BEFORE ME Terrell A. Kaula, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED LISA L. JOHNSON, SPOUSE OF DAVID K. JOHNSON, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Honolulu, HAWAII, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 10-27-2019  
Terrell A. Kaula  
NOTARY PUBLIC



Exhibit "C"

[Attach a copy of the current Rules]

Share: Covid St Paul Youth: Management Agreement



## **RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL PRACTICES (Starting June 1)**

***Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.***

1. Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
2. Dugout/bench use will not be allowed. Players and their items when not on the field should be lined up against the fence/wall at least six (6) feet apart.
3. Parents must remain in their cars or drop off and pick players up afterwards.
4. Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - A. When protective equipment is needed to be shared, it should be disinfected between players use.
  - B. Coaches are encouraged to rotate equipment when possible.
  - C. Coaches must disinfect shared equipment before and after each practice (or game).
5. Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate
6. Players must bring their own water/beverage and snacks to consume; no shared drinking fountains, coolers or snacks; the use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.

## **RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL GAMES (Starting June 18)**

7. **Same guidelines apply as for practices.**
8. Use of dugouts/benches are permitted during games only.
  - A. The bleachers located between the dugout and home plate also should be used to spread out players. Players should have designated spots to place their personal items.
  - B. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
9. Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
10. Post-game handshakes or interaction between teams are prohibited.
11. When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
12. The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off the field.
13. **RULES FOR FANS.**
  - A. Fans for upcoming games must remain in their cars during player warm-ups. They will be permitted to come to the field once the team they are there to watch enters the playing area.
  - B. Fan attendance is limited to household members of the players on the team. For outdoor games, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within six (6) feet of the teams' benches or within the area from behind home plate to six (6) feet past the far end of each dugout.
  - C. Games/matches held at a facility that has a capacity of 500 or more individuals (1,000 or more in counties over 500,000 population), shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.

## Outline of Changes to Upcoming DHMs Phase II

### Statewide Changes starting June 1<sup>st</sup>

- **Travel Quarantine**
  - All individuals returning from international travel only will be required to quarantine upon returning to Nebraska for 14 days.
  - The restriction will not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.
- **Sports**
  - Team sports have been categorized by contact level (contact, limited-contact, non-contact) based on guidance from the April 2008 American Academy of Pediatrics Classification of Sports According to Contact. These categories will be used for determining the opening of different team sports.
  - Limited and Non-contact team sports including baseball, softball, and volleyball practices may begin June 1<sup>st</sup>.
  - Limited and Non-contact team sports including baseball, softball, and volleyball games may begin June 18<sup>th</sup>.
  - Rodeo events may also begin starting June 1<sup>st</sup>.
  - “June 1<sup>st</sup> Statewide Sports Reopening Guidelines” must be followed for both youth and adults.
    - ◆ Rodeos are permitted to follow Gatherings DHM requirements.
    - ◆ Schools gyms and weight rooms are permitted to follow gyms, fitness centers/clubs, health clubs, and health spas DHM requirements.
  - Contact sports like basketball, tackle football, soccer, wrestling, etc. remain prohibited.

### Starting June 1<sup>st</sup>, the following guidelines apply to all counties except for those located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota)

- **Bars & Restaurants**
  - Restaurants remain open for dine-in and Bars, Bottle Clubs, and Gentlemen’s Clubs can reopen.
    - ◆ Patrons will be required to be seated while on premise unless they are placing an order or using the restroom.
  - Limited to 50% of rated occupancy maximum at a time.
  - Six (6) feet separation between seating of different parties.
  - Six (6) feet of separation between entertainers, performers, dancers, and patrons.
  - Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
  - Food may not be consumed at bar seating.
  - Games such as pool, darts, arcade games, etc. are prohibited.
- **Childcare Facilities**
  - Will remain at not more than 15 children per room/space.
    - ◆ All other state provisions, statutes, and regulations, including child to staff ratios, still apply.



- **Gatherings**

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
  - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
    - > Groups shall be no larger than six (6) individuals.
    - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30<sup>th</sup> and may be extended.
  - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
  - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

- **Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

- **Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
  - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

- **Wedding & Funeral Reception Venues**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
- Self-serve buffets and salad bars are prohibited. Venue staff must serve food directly to all individuals.
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

**Starting June 1<sup>st</sup>, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements**



## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

### June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



**COVID-19: Youth Baseball and Softball Participants Agreement**

**WAIVER – ST. PAUL YOUTH SPORTS ASSOCIATION**

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name (Player, Coach, Official, or Other Participant): \_\_\_\_\_

Address: \_\_\_\_\_

Municipality: City of St. Paul      State: Nebraska      Zip: 68873

Telephone #: \_\_\_\_\_

Age of Participant \_\_\_\_\_

If Participant is 18 years of age or older, only Participant must sign. **If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.**

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK**

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property of any Municipality and participating in or viewing baseball or softball games, practices, or related activities, or by authorizing the participation of a minor in or the presence of a minor at baseball or softball games, practices, or related activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

**COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE**

In consideration of the above-listed player, coach, or official ("Participant") being allowed to participate in baseball and/or softball on municipal property, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE every city or village hereinafter, **Municipality** on whose property Participant participates in any baseball or softball games, practices, or related activities, together with each such St. Paul Mayor and Council, Clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of any such **Municipality**, participating in or viewing any baseball or softball game, practice, or related activity, or other use of public facilities on the property of any such **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the baseball or softball game, practice, or related activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property of any such **Municipality** in connection with any baseball or softball game, practice, or related activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the baseball or softball game, practice, or related activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

\_\_\_\_\_  
Signature of Participant  
(If 18 Years Old or Older)

\_\_\_\_\_  
Print Clearly or Type Name of Participant

\_\_\_\_\_  
Signature of Parent  
(If Participant is 17 Years Old or Younger)

\_\_\_\_\_  
Print Clearly or Type Name of Parent

\_\_\_\_\_  
Signature of Legal Guardian (If Applicable)

\_\_\_\_\_  
Print Clearly or Type Name of Legal Guardian

## Guidelines due to Covid-19

### St. Paul American Legion Baseball Guidelines for the 2020 season

- **All** coaches and players **must** sign a waiver prior to the first practice.
- During competition there will only be 2 people in the press box.
- Players **must** practice social distance when in dugout.
- All equipment will be sanitized before and after each game. We would encourage individual equipment.
- There will be **NO BATHROOMS** unless a designated person can monitor them all game long.
- **No concession stands**
- **NO BATTING CAGES**
- Only immediate family members allowed at games.
- Nobody allowed at practices besides players and coaches.
- Players must bring their own water bottles. Public fountains will not be available.

The St. Paul American Legion Baseball program is looking for approval from the City of St. Paul to use their fields for the 2020 season. Pony's, Juniors, and Seniors will play a shortened season. If allowed outside teams would come to St. Paul to play. All teams will follow the guidelines laid out by Governor Ricketts and any that the city finds appropriate. We appreciate the city's time and effort during this difficult time. We look forward to a decision and we are ready to get baseball going again in the Baseball Capital of the State.

Respectfully submitted,

St. Paul American Legion

Dylan Woodgate (308-754-6008)

2020 NALB PLAYER ROSTER Form **MUST BE TYPED**

- Junior Legion (ages 17 & Under)
- Senior Legion (ages 19 & Under)

TEAM NAME:

American Legion Post #:  City/town of Post:

(Type in alphabetical order)

1: Name: Last, First, Middle Initial	Uniform Number	Position	Height	Weight	Batting & Throwing	Birth Year only	Grad Year
2: Parent's Address: City, State, Zip							
1: Anderson, Aidan, R			5'7"	134	Right	2004	2023
2: St. Paul, NE, 68873							
1: Anderson, Mason, J			6'	185	Right	2004	2023
2: St. Paul, NE, 68873							
1: Baker, Kaleb, W			5'6"	135	Right	2004	2023
2: St. Paul, NE, 68873							
1: Crouch, Ryan, W			5'10"	140	Right	2004	2023
2: St. Paul, NE, 68873							
1: Dugan, Trevor, K			5'10"	180	Right	2003	2022
2: St. Paul, NE, 68873							
1: Knapp, Bryce, D			5'9"	130	Right	2004	2023
2: St. Paul, NE, 68873							
1: Kosmicki, Shane, R			5'8"	120	Right	2005	2024
2: St. Paul, NE, 68873							
1: Morris, Owen, M			5'10"	190	Right	2005	2023
2: Elba, NE, 68835							
1: Nail, David, L			5'6"	120	Right	2005	2024
2: St. Paul, NE, 68873							
1: Nelson, Taiton, M			6'2"	185	Right	2005	2023
2: St. Paul, NE, 68873							
1: Paulsen, Jonah, T			5'9"	145	Right	2004	2023
2: St. Paul, NE, 68873							
1: Pawloski, Garrett, R			6'	230	Right	2005	2024
2: Farwell, NE, 68838							
1: Placke, John, T			5'10"	155	Right	2004	2023
2: St. Libory, NE, 68872							
1: Weller, Zayden, A			6'	160	Right	2003	2022
2: St. Paul, NE, 68873							
1: Wood, Anthony, J			5'10"	139	Right	2004	2022
2: St. Paul, NE, 68873							
1:							
2:							
1:							
2:							
1:							
2:							

Mail to: PO Box 5205, Lincoln, NE 68505, Fax: 402-464-6338, email to: actdirlegion@windstream.net

2020 NALB PLAYER ROSTER Form **MUST BE TYPED**

- Junior Legion (ages 17 & Under)
- Senior Legion (ages 19 & Under)

TEAM NAME: St. Paul Pony

American Legion Post #:  City/Town of Post: St. Paul

(Type in alphabetical order)

1: Name: Last, First, Middle Initial	Uniform Number	Position	Height	Weight	Batting & Throwing	Birth Year only	Grad Year
2: Parent's Address: City, State, Zip							
1: Adams, Logan, S			5'1"	95	Right	2006	2024
2: St. Paul, NE, 68873							
1: Arellano, Adam, J			5'8"	135	Right	2006	2024
2: St. Paul, NE, 68873							
1: Bader, Levi, D			5'7"	160	Right	2007	2025
2: St. Paul, NE, 68873							
1: Baker, Layne, A			5'1"	85	Right	2007	2026
2: St. Paul, NE, 68873							
1: Feeken, Drew, D			4'10"	90	Left	2007	2025
2: St. Paul, NE, 68873							
1: Fitzgerald, Landon, M			5'5"	100	Right	2007	2025
2: St. Paul, NE, 68873							
1: Gravatt, Hayden, M			5'	95	Right	2007	2025
2: St. Paul, NE, 68873							
1: Markvicka, Zander, K			5'1"	105	Right	2007	2025
2: St. Paul, NE, 68873							
1: Ritter, Aidan, J			5'1"	105	Right	2007	2025
2: St. Paul, NE, 68873							
1: Sack, Kyler, D			5'4"	100	Right	2006	2024
2: St. Paul, NE, 68873							
1: Thede, Jack, D			5'3"	105	Right	2007	2025
2: St. Paul, NE, 68873							
1: Thomsen, Jayden, G			5'5"	106	Right	2007	2026
2: St. Paul, NE, 68873							
1: Weller, Zandyn, A			5'	90	Right	2008	2026
2: St. Paul, NE, 68873							
1:							
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1:							
2:							

Mail to: PO Box 5205, Lincoln, NE 68505, Fax: 402-464-6338, email to: actdirlegion@windstream.net

**City of St. Paul Resolution 2020-8**

**COVID-19: Resolution 2020-8 of the City of St. Paul regarding use  
of Municipal Property for Sports or Other Recreational Activities  
(American Legion Post #119 Baseball)**

A Resolution of **City of St. Paul**, Nebraska, regarding the risk of exposure to COVID-19 through the use of Municipal Property for Sports or Recreational Activities.

**Recitals**

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020;

WHEREAS, on May 21, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and/or youth team sports;

WHEREAS, a copy of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* is attached to this Resolution and incorporated herein as part of these Recitals;

WHEREAS, it is anticipated that future guidance from the State of Nebraska will permit additional team sports and other recreational activities;

WHEREAS, players, coaches, officials, and others who participate in such games, practices, or other recreational activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property and/or facilities on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities; and

WHEREAS, it is the intent of the **City of St. Paul** to permit the resumption of adult and/or youth team sports and other recreational activities on municipal property and/or facilities, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* and such further laws and guidance that may be issued in the future, provided that every

individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of St. Paul, its elected and appointed officials and employees, and all other participants in adult and/or youth team sports or other recreational activities from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City of St. Paul that any individual, organization or group sponsoring adult and/or youth team sports or other recreational activities that wishes to use the playing or practice fields, courts, grounds, and/or other facilities of St. Paul for games, practices, or other recreational activities will be required to enter into the *COVID-19: License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities* attached hereto. These License Agreements will be maintained by the Municipal Clerk and shall constitute an addendum to any other contract, license agreement, lease, or agreement allowing the use of the municipal property and/or facilities of the City of St. Paul by the same individual, organization, or group.

BE IT FURTHER RESOLVED that, in order to enter the playing or practice fields, courts, grounds, and/or other facilities of the City of St. Paul to participate in games, practices, or other recreational activities, all players, coaches, officials and other participants must sign the agreement titled *COVID-19: Participants Agreement for Sports or Other Recreational Activities* in substantially the same form as attached hereto. Each team wishing to participate on or use the municipal property and/or facilities of the City of St. Paul must provide copies of signed *Agreements* for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the Municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants and spectators, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, shall be posted on all practice and playing fields, courts, grounds, and/or other facilities where adult and/or youth practices and/or games or other recreational activities occur. If the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of St. Paul relating to COVID-19 or other safety or hygiene precautions while present on municipal property and/or facilities, understanding that the City of St. Paul may elect to deny entrance to its playing or practice fields, courts, grounds, and/or other facilities to any non-complying participant or spectator, or to require a non-complying participant or spectator to leave the premises at any time.

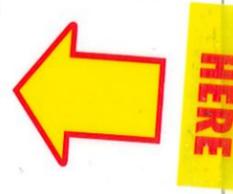
BE IT FURTHER RESOLVED that officials and employees of **the City of St. Paul** are authorized to execute the directives set forth in this Resolution.

RESOLVED this 1<sup>st</sup> day of June, 2020.

ATTEST:

By: \_\_\_\_\_  
Joel M. Bergman, Mayor

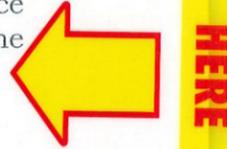
By: \_\_\_\_\_  
Connie Jo Beck, City Clerk/Deputy Treasurer



**COVID 19: License and Management Agreement  
Regarding use of Municipal Property for Sports  
Or other Recreational Activities**

**American Legion Post #119 Baseball**

This License and Management Agreement (the "License"), dated for reference purposes only as of the 1<sup>st</sup> day of June, 2020, is entered into by and between the City of St. Paul ("Licensor") and \_\_\_\_\_ ("Licensee").



**RECITALS**

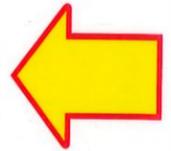
- A. Licensor owns the real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").
- B. The Licensee desires to license a portion of the Real Property as identified on Exhibit "B" attached hereto and incorporated herein by this reference (the "Premises").
- C. The Premises includes a playing field, court, or other grounds suitable for sports and other recreational activities, and may include associated improvements and structures included therewith, all as more particularly described on Exhibit "B".
- D. Licensee is involved in organizing adult and/or youth team sports or other recreational activities in the municipality.
- E. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises during all practices, games, and other events follows the current applicable rules for safe operation.
- F. Licensee desires to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation.
- G. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises, as defined above, consisting of approximately **13.5 acres** of real property as further described on Exhibit "B". Such area includes the municipal playing field(s), court(s), grounds, and/or the structures and improvements associated with the playing field(s), court(s), or grounds, including, but not limited to, the bleachers, stands, restroom facilities, drinking fountain(s), and concession stand. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to pay the license fee, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Real Property as is necessary for Licensee to access and use the Premises.

2. Management. The parties acknowledge and agree that **Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises** are being utilized pursuant to this License. **Licensee shall be responsible for operating and managing the Premises** in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* issued by the State of Nebraska, attached hereto as Exhibit "C" and incorporated herein by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the "Rules"). Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed.

3. Term. The License shall be for a term of \_\_\_\_ **months** commencing **effective as of** \_\_\_\_\_, **2020**. Either party shall have the right to terminate this License by providing the other party with no less **than** \_\_\_\_ **days'** prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.



4. Acceptance of Premises. By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. **Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property** that is described herein as the Premises and that Licensor and other parties also shall have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

5. Quiet Enjoyment. Upon Licensee's paying the license fee and other expenses provided in this License and observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

6. Real Estate Taxes. If applicable during the License Term, Licensor shall pay all real property taxes and assessments, improvement bonds, and other governmental levies ("Taxes") imposed on or with respect to the Premises, if any exist. Licensee shall pay all personal property taxes imposed on or with respect to Licensee's equipment and personal property located on the Premises, if any exist.

7. Utilities. **Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Licensor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by Licensor before the same become due. If Licensor receives the statement for such utilities and Licensee has agreed to pay the same hereunder, Licensor shall provide Licensee with a copy of the applicable statement(s).**

8. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. **Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly while players and fans are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart, if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed.** Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the

applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control on the Premises in accordance with past practices of Licensor. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder.

9. Insurance. During the License Term, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include **commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. Licensor shall be named as an additional named insured** on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. If possible and financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

10. Licensee's Indemnification. **Licensee agrees to indemnify and hold Licensor harmless** from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

11. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

12. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of the license fee or other payment by Licensor from any

person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

13. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the license fee or any other payments required to be made by Licensee under this License when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within ten (10) days, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

14. Remedies. On the occurrence of an Event of Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for the license fee due and to become due under the License;
- C. sue for any damages sustained by Licensor;
- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises.

15. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 15 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

16. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor,

specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

17. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

18. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: City of St. Paul  
704 6<sup>th</sup> Street  
St. Paul, Nebraska 68873  
Telephone (308)754-4483

b. Licensee's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_



19. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

20. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

21. Relationship of Parties. Neither the method of computation of the license fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture

or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

22. Waiver. The acceptance of the license fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

23. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

24. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

25. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

26. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

27. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

**“LICENSEE”**

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

**“LICENSOR”**

\_\_\_\_\_  
**City of St. Paul, Nebraska**  
**By: Joel M. Bergman,**  
**Its: Mayor**



Exhibit "A"  
Legal Description

**Lot One (1), PAW'S SUBDIVISION**

Exhibit "B"

[Insert Diagram or Description of the Licensed Premises]

[Include List of Improvements/Structures]

"Please See Attachments"



Parcel Information	
<b>Parcel ID</b>	470860266
<b>Links</b>	<a href="#">Photo #1</a> <a href="#">Photo #2</a> <a href="#">Photo #3</a> <a href="#">Photo #4</a> <a href="#">Photo #5</a> <a href="#">Photo #6</a> <a href="#">Photo #7</a> <a href="#">Photo #8</a> <a href="#">Photo #9</a> <a href="#">Photo #10</a> <a href="#">Photo #11</a> <a href="#">Photo #12</a> <a href="#">Photo #13</a> <a href="#">Photo #14</a> <a href="#">Photo #15</a> <a href="#">Photo #16</a> <a href="#">Photo #17</a> <a href="#">Photo #18</a> <a href="#">Photo #19</a> <a href="#">Photo #20</a> <a href="#">Photo #21</a> <a href="#">Photo #22</a> <a href="#">Photo #23</a> <a href="#">Photo #24</a> <a href="#">Photo #25</a> <a href="#">Photo #26</a> <a href="#">Photo #27</a> <a href="#">Photo #28</a> <a href="#">Sketch #1</a>
<b>Map Number</b>	2917-00-0-11041-000-1154
<b>Cadastral #</b>	0000-0000
<b>Current Owner</b>	CITY OF ST PAUL
<b>Mailing Address</b>	704 6TH ST ST PAUL NE 68873-2015
<b>Situs Address</b>	
<b>Tax District</b>	1
<b>Tax ID</b>	0000-0000
<b>School District</b>	ST PAUL SCH DIST #1
<b>Neighborhood</b>	7200
<b>Property Class</b>	Exempt
<b>Lot Width x Depth</b>	
<b>Legal Description</b>	LOT 1 PAWS SUBDIVISION (13.518 ACRES) <i>13.518</i>

Assessed Values				
Year	Total	Land	Improvements	Outbuildings
2019	\$418,465	\$93,590	\$324,875	\$0

2019 Tax Information	
<b>Taxes</b>	\$0.00
<b>Tax Levy</b>	1.926555

2019 Tax Levy	
Description	Rate
AG SOCIETY	0.003140
CENTRAL COMM-COLLEGE	0.093042
COUNTY GENERAL	0.169192
ED SERVICE UNIT #10	0.015000
HISTORICAL SOCIETY	0.000842
LOUP BASIN RECL#1	0.032702
LOWER LOUP NRD #1	0.035736
ST PAUL CITY	0.655565
ST PAUL SCH #1 BOND 2009	0.083613
ST PAUL SCH DIST #1	0.837723

5 Year Sales History
No previous sales information is available.



**Property Classification**

<b>Status:</b>	Improved	<b>Location:</b>	Urban
<b>Property Class:</b>	Exempt	<b>City Size:</b>	800-2,500
<b>Zoning:</b>	Single Family	<b>Lot Size:</b>	5.00-9.99 ac.

**Historical Valuation Information**

Year	Billed Owner	Land	Impr	Outbldg	Total	Taxable	Taxes
2019	CITY OF ST PAUL	\$93,590	\$324,875	\$0	\$418,465	\$0	\$0.00
2018	CITY OF ST PAUL	\$93,590	\$324,875	\$0	\$418,465	\$0	\$0.00
2017	CITY OF ST PAUL	\$20,000	\$203,900	\$0	\$223,900	\$0	\$0.00
2016	CITY OF ST PAUL	\$20,000	\$180,945	\$0	\$200,945	\$0	\$0.00
2015	CITY OF ST PAUL	\$20,000	\$0	\$0	\$20,000	\$0	\$0.00

**Farm Residence Datasheet**

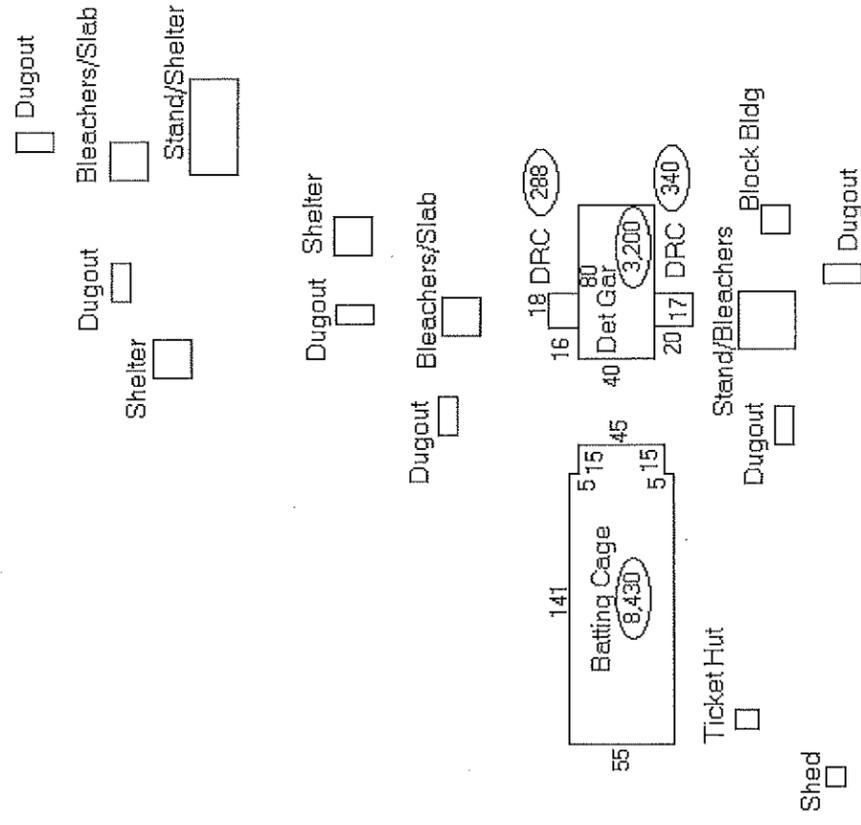
<b>Type</b>		<b>Heat Type</b>	
<b>Quality / Condition</b>		<b>Foundation</b>	
<b>Arch. Type</b>		<b>Slab Area</b>	
<b>Year Built</b>		<b>Crawl Area</b>	
<b>Actual Age</b>	N/A	<b>Basement Area</b>	sq. ft.
<b>Ext. Wall 1</b>		<b>Min Finish</b>	
<b>Ext. Wall 2</b>		<b>Rec Finish</b>	
<b>Base Area</b>		<b>Part Finish</b>	
<b>Total Area</b>		<b>Bedrooms</b>	
<b>Style 1</b>		<b>Bathrooms</b>	
<b>Style 2</b>		<b>Garage Type</b>	
<b>Roof Type</b>		<b>Garage Area</b>	



Miscellaneous Improvements		
Improvement	Year	Units
BATTING CAGE BLDG		8430
GARAGE/SHOP/RR		3200
CONC DRIVE(TOTAL)		628
(N) STAND/SHELTER		1
(N/M) SHELTER		2
(N/M) DUGOUTS		4
(N/M)BLEACHER/SLAB		2
(S)STAND/BLEACHER		1
(S) DUGOUTS		2
TICKET HUT		1
GREEN BLOCK &SLAB		1
(W) WHITE SHED		1
(N) TICKET STAND		1
CHAINLINK FENCES		1
TENNIS~CRT,CONCRET		16900

Agland Inventory							
Soil Symbol	Soil Name	Land Use	LVG Code	Spot LVG	Value/Acre	Acres	Total Value
850	SITE(EXEMPT PARCEL)	SITE	850		5,000	11.518	57,590
900	ACREAGE HOME SITE	SITE	900		18,000	2	36,000
						Totals	13.518 93,590

Building Permits			
Permit #	Date	Description	Amount
C08-027	05/06/2008	SIGN	500
C08-009	03/05/2008	BATTING CAGES/GROVER CLEVELAND FIELD	
0071C	12/27/2000	NEW RESTROOM	40000



Planning/Zoning

Emergency  
Maint.

Tre

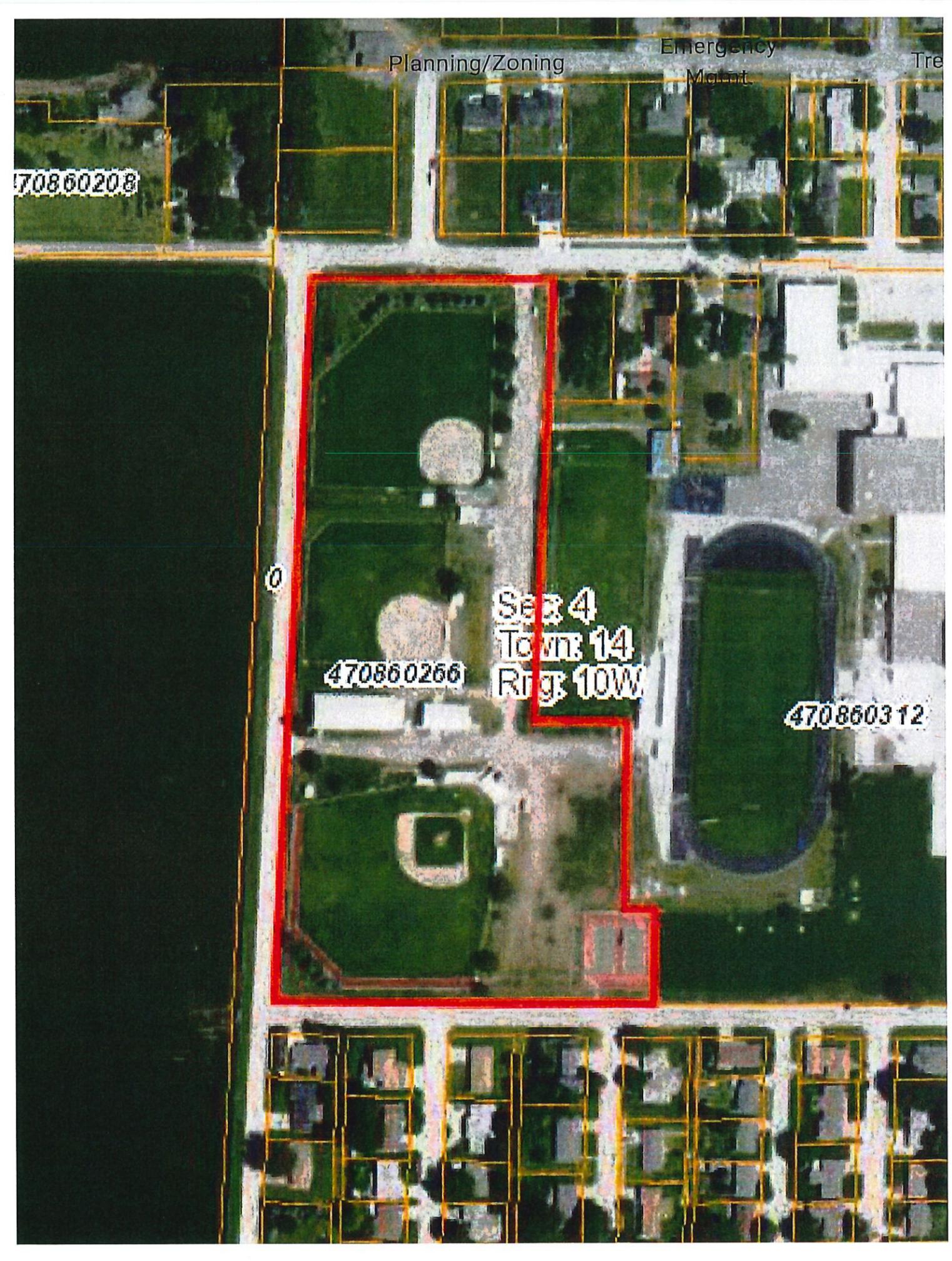
470860208

0

470860266

Sec 4  
TOWNE 14  
Rtg 10W

470860312



**PRELIMINARY PLAT  
PAWS SUBDIVISION**  
(Paul Anderson Wildcats Svoboda)  
TO THE CITY OF SAINT PAUL, HOWARD COUNTY, NEBRASKA  
SE 1/4, SECTION 4-TOWNSHIP 14 NORTH-RANGE 10 WEST, IN THE CITY OF ST. PAUL, HOWARD COUNTY, NEBRASKA

**LEGEND**

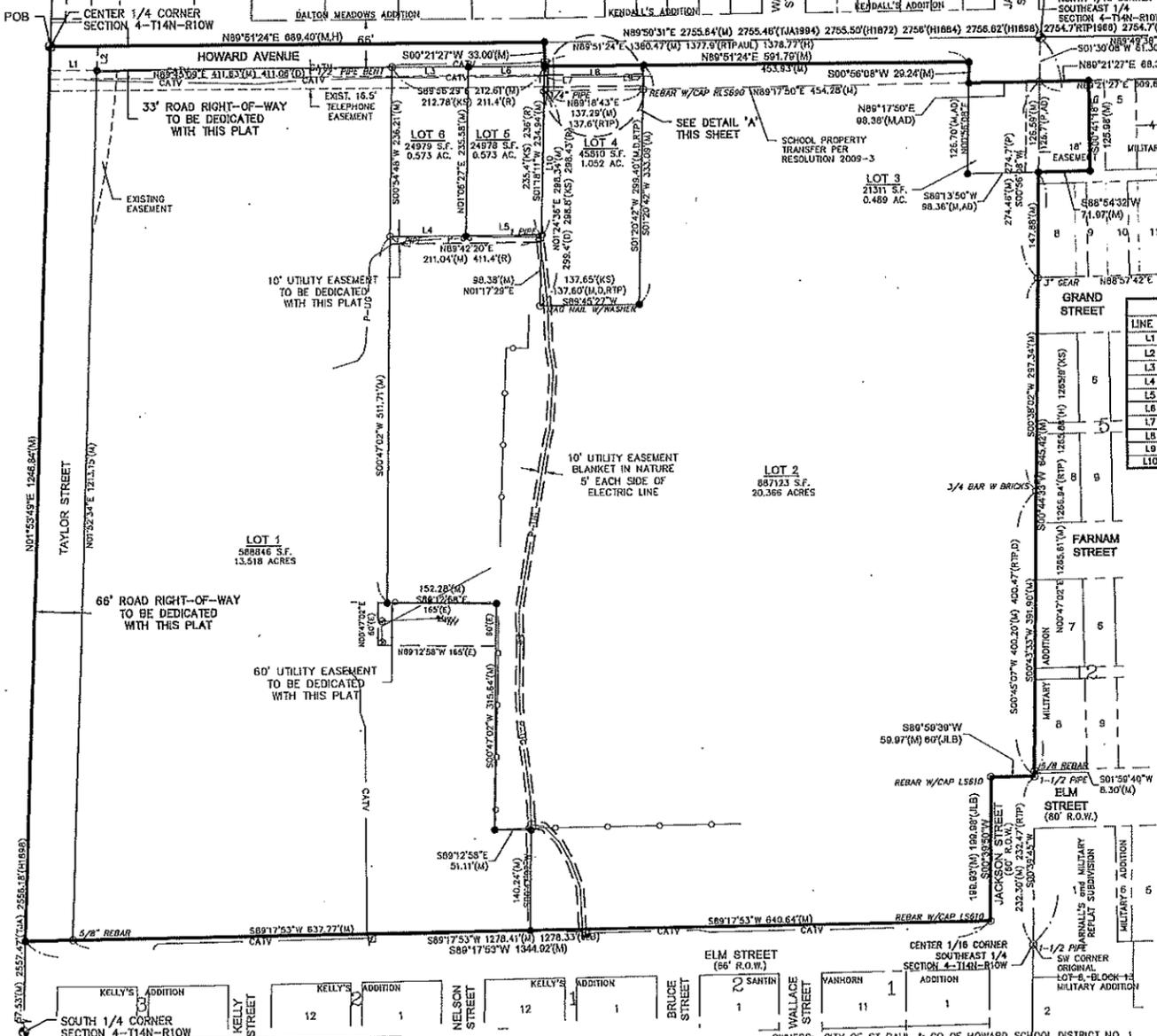
- SECTION CORNER
- FOUND CORNER
- SET CORNER (5/8" REBAR/CAP)
- SECTION LINE
- NEW SUBDIVISION LINE
- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- VACATED R.O.W. AREA

M MEASURED DISTANCE  
R RECORDED DISTANCE  
RTP R.T. PAUL L582 DISTANCE 5/1985  
KS K. STEVENS L560 DISTANCE 10/31/2016  
JBL JAMIE L. BLODGETT L5810 DISTANCE 3/29/2016  
AO A.M. DEARIGHT L508 DISTANCE  
H HARVEY DISTANCE  
P PLATTED DISTANCE MILITARY ADD.

**LOCATION MAP**  
SEC. 4-T14N-R10W  
100' PAWS ST  
ADAMS ST  
SHERIDAN STREET

SCALE IN FEET  
0 50' 100' 200'

DETAIL 'A'  
1" = 60'



**LINE TABLE**

LINE ID	DIRECTION	LENGTH (FT)
L1	N89°51'24"E	66.04(M) 66(R)
L2	S01°53'49"W	33.02(M) 33(R)
L3	S89°56'26"W	106.31(M) 105.7(R)
L4	S89°42'20"W	105.52(M) 105.7(R)
L5	S89°42'20"W	105.52(M) 105.7(R)
L6	S89°56'26"W	106.31(M) 105.7(R)
L7	S00°21'27"W	34.03
L8	N89°51'24"E	137.56
L9	S01°53'49"W	33.66
L10	N01°28'06"E	189.68

**LEGAL DESCRIPTION**  
A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 8TH P.M., HOWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCED AT THE CENTER 1/4 CORNER OF THE SE 1/4 OF SECTION 4-T14N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°51'24"E, ALONG THE NORTH LINE OF THE SE 1/4, A DISTANCE OF 66.04 FEET; THENCE S00°21'27"W A DISTANCE OF 33.02 FEET TO THE NORTHWEST CORNER OF GRD. NO. 981 FILED AUG. 7, 2017; THENCE N89°51'24"E A DISTANCE OF 591.79 FEET; THENCE S00°59'08"E A DISTANCE OF 29.24 FEET; THENCE N89°51'24"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE, A DISTANCE OF 28.36 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE AND THE NORTHWEST CORNER OF LOT 7, BLOCK 4, MILITARY ADDITION; THENCE N89°21'27"E, ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 68.38 FEET; THENCE S89°42'20"W A DISTANCE OF 125.98 FEET TO A POINT ON THE SOUTH LINE OF LOT 8, SAID BLOCK 4, SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 16 FT. ALLEY; THENCE S89°56'26"W ALONG SAID SOUTH LINE OF BLOCK 4, A DISTANCE OF 71.97 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 4, ALSO BEING SAID EAST LINE OF THE NW 1/4, SE 1/4; THENCE S00°43'31"W ALONG SAID EAST LINE OF THE NW 1/4, SE 1/4, AND ALSO BEING THE WEST LINE OF SAID MILITARY ADDITION, A DISTANCE OF 144.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE EAST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S89°56'26"W A DISTANCE OF 189.53 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S00°39'50"W, ALONG SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 192.93 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET AND THE NORTH RIGHT-OF-WAY LINE OF ELM STREET; THENCE S89°56'26"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET, A DISTANCE OF 134.92 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE WEST RIGHT-OF-WAY LINE OF TAYLOR STREET; THENCE N01°28'06"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF TAYLOR STREET, A DISTANCE OF 184.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,525,887.41 SQUARE FEET OR 38.925 ACRES MORE OR LESS OF WHICH 2.282 ACRES ARE DEDICATED RIGHT-OF-WAY.

**SECTION TIES**  
CENTER 1/4 CORNER SECTION 4 T14N R10W  
FOUND CHISELED "X" IN CONCRETE SURFACE ON HOWARD ST  
ESE 86.70' TO CHISELED "X" ON NW CORNER OF STORM JUNCTION BOX  
NW 41.23' TO CHISELED "X" ON SE CORNER OF STORM JUNCTION BOX  
S 38.13' TO 5/8" REBAR OFF EDGE OF CONCRETE RETURN  
E 31.88' TO CENTERLINE TAYLOR ST  
EAST 1/4 CORNER SECTION 4 T14N R10W  
FOUND ALUMINUM CAP, INTERSECTION OF HOWARD ST & 10TH ST  
NW 41.35' TO CHISELED "X" ON SE CORNER OF CONCRETE LIGHT POLE BASE  
W 5.00' TO CENTER OF MANHOLE L10  
SE 55.82' TO CHISELED "X" ON NW CORNER OF CONCRETE LIGHT POLE BASE  
SOUTH 1/4 CORNER SECTION 4 T14N R10W  
FOUND ALUMINUM CAP IN CENTERLINE OF ADAMS ST AND WEST OF TAYLOR ST  
S 47.79' TO NAIL W/WASHER EAST GATE POST  
NNE 28.41' TO CHISELED "X" SE CORNER STORM SEWER JUNCTION BOX  
S 33.04' TO "X" NAILS IN WEST GATE POST  
E 32.56' TO CENTERLINE OF TAYLOR ST  
CENTER 1/8 CORNER, SOUTHWEST 1/4, SECTION 4 T14N R10W  
FOUND 1-1/2" PIPE, 30.05' BELOW GRADE  
N 48.65' TO "X" NAILS IN POWER POLE  
W 30.17' TO CENTER OF MANHOLE AT INTERSECTION OF JACKSON ST & ELM ST  
WWW 65.72' TO "X" NAILS IN POWER POLE  
NORTH 1/8 CORNER, SOUTHWEST 1/4, SECTION 4 T14N R10W  
FOUND 1" PUNCH PIPE AT GRADE  
S 35.54' TO CENTER OPERATION INLET OF TOP FIRE HYDRANT  
SSW 49.43' TO NAIL IN NORTH FACE OF 10" DECIDUOUS TREE  
NW 48.69' TO CHISELED "X" IN SE CORNER OF SIDEWALK NORTH

**OLSSON ASSOCIATES**  
281 East 2nd Street  
P.O. Box 1022  
Grand Island, NE 68802-1022  
TEL 308.384.8750  
FAX 308.384.8782

PROJECT NO. 2017-1126  
ST. PAUL  
SCHOOL SURVEY  
76 ST PAUL #4

OWNERS: CITY OF ST PAUL & CO OF HOWARD SCHOOL DISTRICT NO. 1  
SUBDIVIDER: CITY OF ST PAUL & CO OF HOWARD SCHOOL DISTRICT NO. 1  
SURVEYOR: OLSSON ASSOCIATES  
ENGINEER: OLSSON ASSOCIATES  
NUMBER OF LOTS: 6

DWG: F:\2017\1126-1500\107-1126-140-Design\Survey\SRVY\Sheets\PLAT\_71126.dwg  
 DATE: Aug 02, 2017 8:56am  
 USER: jimmerz  
 XREFS: V:\XPO\_SPL\_71126

FINAL PLAT  
**PAWS SUBDIVISION**

(Paul Anderson Wildcats Svoboda)

TO THE CITY OF SAINT PAUL, HOWARD COUNTY, NEBRASKA  
SE1/4, SECTION 4-TOWNSHIP 14 NORTH-RANGE 10 WEST, IN THE CITY OF ST. PAUL, HOWARD COUNTY, NEBRASKA

**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF THE SE1/4 OF SECTION 4-T14N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°51'24"E, ALONG THE NORTH LINE OF THE SE1/4, A DISTANCE OF 689.40 FEET; THENCE S00°21'27"W A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF ORD. NO. 881 FILED AUG. 7, 2017; THENCE N89°51'24"E A DISTANCE OF 591.79 FEET; THENCE S00°56'00"E A DISTANCE OF 29.24 FEET; THENCE N89°17'50"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE, A DISTANCE OF 88.39 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE AND THE NORTHWEST CORNER OF LOT 7, BLOCK 4, MILITARY ADDITION; THENCE N89°21'27"E, ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 68.38 FEET; THENCE S00°41'16"E A DISTANCE OF 125.98 FEET TO A POINT ON THE SOUTH LINE OF LOT 6, SAID BLOCK 4, SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 16 FT. ALLEY; THENCE S88°54'32"W, ALONG SAID SOUTH LINE OF BLOCK 4, A DISTANCE OF 71.97 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 4, ALSO BEING SAID EAST LINE OF THE NW1/4, SE1/4; THENCE S00°44'33"W, ALONG SAID EAST LINE OF THE NW1/4, SE1/4, AND ALSO BEING THE WEST LINE OF SAID MILITARY ADDITION, A DISTANCE OF 845.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE EAST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S88°59'39"W A DISTANCE OF 59.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S00°39'50"W, ALONG SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 199.93 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET AND THE NORTH RIGHT-OF-WAY LINE OF ELM STREET; THENCE S89°17'53"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET, A DISTANCE OF 1344.92 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE WEST RIGHT-OF-WAY LINE OF TAYLOR STREET; THENCE N01°53'49"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF TAYLOR STREET, A DISTANCE OF 1246.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,695,987.41 SQUARE FEET OR 38.935 ACRES MORE OR LESS OF WHICH 2.362 ACRES ARE DEDICATED RIGHT-OF-WAY.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ON September 16<sup>th</sup>, 2017, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

Jesse E. Hunt  
JESSE E. HUNT, REGISTERED LAND SURVEYOR NUMBER, LS-674



**APPROVAL OF PLANNING AND ZONING COMMISSION**

THIS PLAT OF "PAWS SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SAINT PAUL PLANNING AND ZONING COMMISSION ON THIS 17 DAY OF September, 2017.

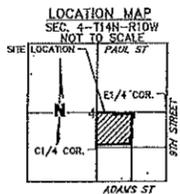
Chadman Schmidt  
CHAIRPERSON  
Thomas A. Becker  
SECRETARY

**CITY OF SAINT PAUL APPROVALS**

THIS PLAT OF "PAWS SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SAINT PAUL ON THIS 16 DAY OF Sept., 2017.

Tracy J. Howard  
MAYOR  
Scott J. Beck  
CITY CLERK

STATE OF NEBRASKA  
HOWARD COUNTY  
FILE FOR RECORD  
NO. \_\_\_\_\_ DAY, \_\_\_\_\_ 2017  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. RECORDED  
IN BOOK \_\_\_\_\_ OF RECORD PAGE \_\_\_\_\_  
BY \_\_\_\_\_ COUNTY CLERK



SHEET 2 OF 2

**MOLSSON ASSOCIATES**  
201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 505.344.8750  
FAX 505.344.8752

PROJECT NO.  
2017-112 / 2017-113  
CITY OF ST. PAUL,  
ST. PAUL SCHOOL SURVEY  
IN ST. PAUL, NE

**DEDICATION OF PLAT**

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF SAINT PAUL; COUNTY OF HOWARD SCHOOL DISTRICT NO. 1; AND JACK WALTER MEINECKE AND BEVERLY KAY MEINECKE (HUSBAND AND WIFE); DAVID K. JOHNSON AND LISA L. JOHNSON (HUSBAND AND WIFE), BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "PAWS SUBDIVISION" IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND THAT THE FOREGOING SUBDIVIDED LOT IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT IN WITNESS WHEREOF I HAVE AFFIXED MY SIGNATURE HERETO

Tracy J. Howard 9/16/17 AT St. Paul, NEBRASKA  
TRACY J. HOWARD, MAYOR, CITY OF SAINT PAUL DATE

Marty Mrkwicka 9-11-17 AT St Paul, NEBRASKA  
MARTY MRKWICKA, PRESIDENT, COUNTY OF HOWARD SCHOOL DISTRICT NO. 1 DATE

Jack Walter Meinecke 9/16/17 AT St Paul, NEBRASKA  
JACK WALTER MEINECKE DATE

Beverly Kay Meinecke 9-11-17 AT St. Paul, NEBRASKA  
BEVERLY KAY MEINECKE DATE

David K. Johnson August 29, 2017 AT Keauau, HAWAII  
DAVID K. JOHNSON DATE

Lisa L. Johnson August 29, 2017 AT Keauau, HAWAII  
LISA L. JOHNSON DATE

**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HOWARD  
ON THIS 16 DAY OF September, 2017, BEFORE ME Scott J. Beck, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED Tracy J. Howard, Mayor, City of Saint Paul, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-24-18

Scott J. Beck  
NOTARY PUBLIC

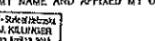


**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HOWARD  
ON THIS 17 DAY OF August, 2017, BEFORE ME Valerie J. Kullinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED Marty Mrkwicka, President, County of Howard School District No. 1, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-24-18

Valerie J. Kullinger  
NOTARY PUBLIC

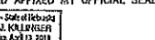


**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HOWARD  
ON THIS 17 DAY OF September, 2017, BEFORE ME Valerie J. Kullinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED Jack Walter Meinecke, Spouse of Beverly Kay Meinecke, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-24-18

Valerie J. Kullinger  
NOTARY PUBLIC

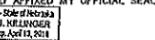


**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HOWARD  
ON THIS 17 DAY OF September, 2017, BEFORE ME Valerie J. Kullinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED Beverly Kay Meinecke, Spouse of Jack Walter Meinecke, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-24-18

Valerie J. Kullinger  
NOTARY PUBLIC



**ACKNOWLEDGMENT**

STATE OF HAWAII  
COUNTY OF HONOLULU  
ON THIS 29 DAY OF Dec., 2017, BEFORE ME Terrence A. Kowalew, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED David K. Johnson, Spouse of Lisa L. Johnson, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Keauau, HAWAII, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 10-27-2019

Terrence A. Kowalew  
NOTARY PUBLIC



**ACKNOWLEDGMENT**

STATE OF HAWAII  
COUNTY OF HONOLULU  
ON THIS 29 DAY OF Dec., 2017, BEFORE ME Terrence A. Kowalew, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED Lisa L. Johnson, Spouse of David K. Johnson, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Keauau, HAWAII, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 10-27-2019

Terrence A. Kowalew  
NOTARY PUBLIC



Exhibit "C"

[Attach a copy of the current Rules]

Share: Covid American Legion Post 119; Management Agreement



## **RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL PRACTICES (Starting June 1)**

***Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.***

1. Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
2. Dugout/bench use will not be allowed. Players and their items when not on the field should be lined up against the fence/wall at least six (6) feet apart.
3. Parents must remain in their cars or drop off and pick players up afterwards.
4. Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - A. When protective equipment is needed to be shared, it should be disinfected between players use.
  - B. Coaches are encouraged to rotate equipment when possible.
  - C. Coaches must disinfect shared equipment before and after each practice (or game).
5. Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate
6. Players must bring their own water/beverage and snacks to consume; no shared drinking fountains, coolers or snacks; the use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.

## **RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL GAMES (Starting June 18)**

7. **Same guidelines apply as for practices.**
8. Use of dugouts/benches are permitted during games only.
  - A. The bleachers located between the dugout and home plate also should be used to spread out players. Players should have designated spots to place their personal items.
  - B. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
9. Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
10. Post-game handshakes or interaction between teams are prohibited.
11. When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
12. The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off the field.
13. **RULES FOR FANS.**
  - A. Fans for upcoming games must remain in their cars during player warm-ups. They will be permitted to come to the field once the team they are there to watch enters the playing area.
  - B. Fan attendance is limited to household members of the players on the team. For outdoor games, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within six (6) feet of the teams' benches or within the area from behind home plate to six (6) feet past the far end of each dugout.
  - C. Games/matches held at a facility that has a capacity of 500 or more individuals (1,000 or more in counties over 500,000 population), shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.

## Outline of Changes to Upcoming DHMs Phase II

### Statewide Changes starting June 1<sup>st</sup>

- **Travel Quarantine**
  - All individuals returning from international travel only will be required to quarantine upon returning to Nebraska for 14 days.
  - The restriction will not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.
  
- **Sports**
  - Team sports have been categorized by contact level (contact, limited-contact, non-contact) based on guidance from the April 2008 American Academy of Pediatrics Classification of Sports According to Contact. These categories will be used for determining the opening of different team sports.
  - Limited and Non-contact team sports including baseball, softball, and volleyball practices may begin June 1<sup>st</sup>.
  - Limited and Non-contact team sports including baseball, softball, and volleyball games may begin June 18<sup>th</sup>.
  - Rodeo events may also begin starting June 1<sup>st</sup>.
  - “June 1<sup>st</sup> Statewide Sports Reopening Guidelines” must be followed for both youth and adults.
    - ◆ Rodeos are permitted to follow Gatherings DHM requirements.
    - ◆ Schools gyms and weight rooms are permitted to follow gyms, fitness centers/clubs, health clubs, and health spas DHM requirements.
  - Contact sports like basketball, tackle football, soccer, wrestling, etc. remain prohibited.

### Starting June 1<sup>st</sup>, the following guidelines apply to all counties except for those located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota)

- **Bars & Restaurants**
  - Restaurants remain open for dine-in and Bars, Bottle Clubs, and Gentlemen’s Clubs can reopen.
    - ◆ Patrons will be required to be seated while on premise unless they are placing an order or using the restroom.
  - Limited to 50% of rated occupancy maximum at a time.
  - Six (6) feet separation between seating of different parties.
  - Six (6) feet of separation between entertainers, performers, dancers, and patrons.
  - Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
  - Food may not be consumed at bar seating.
  - Games such as pool, darts, arcade games, etc. are prohibited.
  
- **Childcare Facilities**
  - Will remain at not more than 15 children per room/space.
    - ◆ All other state provisions, statutes, and regulations, including child to staff ratios, still apply.



- **Gatherings**

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
  - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
    - > Groups shall be no larger than six (6) individuals.
    - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30<sup>th</sup> and may be extended.
  - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
  - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

- **Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

- **Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
  - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

- **Wedding & Funeral Reception Venues**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
- Self-serve buffets and salad bars are prohibited. Venue staff must serve food directly to all individuals.
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

**Starting June 1<sup>st</sup>, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements**



## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

### June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



COVID-19: Participants Agreement for Sports or Other Recreational Activities

St. Paul American Legion Post #1119 Baseball Waiver

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name (Player, Coach, Official, or Other Participant): \_\_\_\_\_

Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Age of Participant \_\_\_\_\_

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property and/or public facilities of any Municipality and participating in or viewing adult and/or youth games, practices, or other group recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other group recreational activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, or official ("Participant") being allowed to participate in adult and/or youth team sports or other group recreational activities on municipal property and/or public facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

- 1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE every city or village (hereinafter, Municipality) on whose property and/or public facilities Participant participates in any adult and/or youth games, practices, or other group recreational activities, together with each such Municipality's mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of any such Municipality, participating in or viewing any such game, practice, or other group recreational activity, or other use of public facilities on the property of any such Municipality, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the game, practice, or other group recreational activity, or whether liability for such injury,

sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property and/or public facilities of any such **Municipality** in connection with any game, practice, or other group recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
  
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other group recreational activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

\_\_\_\_\_  
Signature of Participant  
(If 18 Years Old or Older)

\_\_\_\_\_  
Print Clearly or Type Name of Participant

\_\_\_\_\_  
Signature of Parent  
(If Participant is 17 Years Old or Younger)

\_\_\_\_\_  
Print Clearly or Type Name of Parent

\_\_\_\_\_  
Signature of Legal Guardian (If Applicable)  
4842-4390-9309, v. 2

\_\_\_\_\_  
Print Clearly or Type Name of Legal Guardian

# Sandhills Reign

Shawn Kenny  
303 W. Plum St  
Doniphan, NE 68832  
308-370-1777 or email-[skenny23@live.com](mailto:skenny23@live.com)

Jody Kenny of Sandhills Softball Association  
PO Box 149  
Doniphan, NE 68832  
308-370-1259 call or text, [Kenny.jody@hotmail.com](mailto:Kenny.jody@hotmail.com)

Matthew Stepanek  
1320 Jay Street  
St. Paul, Ne 68873  
308-750-2037 or email- [mcstep42@hotmail.com](mailto:mcstep42@hotmail.com)

# Roster

## USA SOFTBALL OFFICIAL WAIVER & RELEASE OF LIABILITY & INDEMNIFICATION FORM



2020 USA SOFTBALL OFFICIAL NATIONAL CHAMPIONSHIP ROSTER      Sandhills Reign 14U      Grand Island NE      Girls Fast Pitch - Girls Class C Fast Pitch 14/Under

Year      Team Name      City & State      Division & Classification of Championship Play

- 1) Each player should read the statement on opposite side before completing and signing this roster.
  - 2) Parents/Guardians signature should be on the same numbered line below as the player's name.
  - 3) Players are subject to the USA Softball Drug Control Procedures and Policies as provided in the USA Softball Code.
- (men/women/boys/girls slow pitch/fast pitch, 14 under, church, etc.)
- NOTE: Team accident insurance is not provided for USA Softball National Championship play. USA Softball has made available the voluntary purchase of team accident insurance. See your USA Softball commissioner for information.
- \* By initialing in the column below, you acknowledge you have read and understand the liability waiver and player affidavit information on the reverse side.**

PRINT OR TYPE PLAYER'S NAME	DATE OF BIRTH	ADULT PLAYER OR PARENT/GUARDIAN SIGNATURE	BONAFIDE RESIDENCE (Street, City, State, Zip)	EMAIL ADDRESS (optional)	INITIALS
1 2003089 - Kendra Cairill	03/21/2006		81331 Wallace Creek Ave Scotia, NE 68875		
2 1576358 - Kaiden Dahmer	01/08/2005		1004 W 8th St Grand Island NE 68801		
3 1555867 - Madison Harrahill	11/10/2005		1322 Wallace St St Paul, NE 68873		
4 1999741 - Raegyn Jarman	12/31/2005		506 Drummond Ave Wolbach, NE 68882		
5 1589827 - Miah Kenny	10/04/2005		303 W Plum St Doniphan, NE 68832		
6 1888591 - Kaelin Iza Milan	08/28/2005		3417 Graham Avenue Grand Island, NE 68803	aulty_99_02@yahoo.com	
7 1999746 - Sara Philmatee	10/28/2005		910 Marshall St Wood River, NE 68883		
8 1569020 - Karlee Seitz	05/25/2006		1310 W Road Central City, NE 68826		
9 1765743 - Mathiy Stepanek	05/19/2006		1320 Jay Street Saint Paul, NE 68873		
10 1589840 - Tracy Wiles	02/03/2006		Giltner Giltner, NE 68841		
11 1589846 - Jordan Williams	11/07/2005		1811 W 13th St Grand Island, NE 68803		
12 .....	.....		.....		
13 .....	.....		.....		
14 .....	.....		.....		
15 .....	.....		.....		
16 .....	.....		.....		
17 .....	.....		.....		
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# Plan

## Youth Sports Reopening Guidelines Announced by Gov. Ricketts 5/11/2020

The below guidelines lay out the planned reopening of certain youth sports. Additional guidelines for other sports will be provided as it is determined participation in those sports meet health and safety measures. **Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.**

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure, however, participants must practice social distancing.

### June 1, 2020

1. Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.
2. Team Organized practices for baseball and softball may begin unless circumstances dictate a change in date.
3. Dugout use will not be allowed. Players' items should be lined up against the fence at least six (6) feet apart.
4. Parents must remain in their cars or drop off and pick players up afterwards.
5. Players should use their own gloves, helmets, and bats as much as possible.
6. Coaches are responsible for ensuring social distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, changing drills so that players remain spaced out, no congregating of players while waiting to bat.
7. Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
8. Players must bring their own snacks to consume during and after practice. No shared/communal snacks. 9. Coaches must sanitize shared equipment before and after each practice.
10. Team organized practices for other sports may remain suspended.

### June 18, 2020

1. Baseball and softball games may begin unless circumstances dictate a change in date.
2. Same guidelines apply as above for baseball and softball practices.
3. Use of dugouts is permitted during games only. Bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
4. Players should use their own gloves, helmets, and bats as much as possible.
5. Fan attendance is limited to household members of the players on the team. No use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed in the area from behind home plate to six (6) feet past the far end of each dugout.
6. Teams to play next must be provided designated areas for player warm-ups that provide for necessary social distancing.
7. Post game handshakes or interaction between teams are prohibited.
8. When games end, the leaving team must sanitize the dugout area. No postgame talks at the field are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
9. The team to play next must remain in their designated warm up area until the prior team has finished sanitizing and is completely out of the dugout.
10. Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field once the team they are there to watch enters the dugout area.
11. Restrooms must be cleaned and sanitized regularly while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
12. Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
13. Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
14. Coaches must sanitize shared equipment before and after each practice and game.
15. Concessions stands are not allowed to be open.
16. Team organized practices and games for other sports may remain suspended.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY CHANGES**

Policy Change  
Number ASA2018195262

POLICY NUMBER 3602AH230069	POLICY CHANGES EFFECTIVE 8/1/2019	COMPANY Markel Insurance Company
NAMED INSURED USA Softball and Members of the JO NE - Nebraska Individual Registration Program		 Authorized Representative Signature
COVERAGE PARTS AFFECTED: COMMERCIAL GENERAL LIABILITY COVERAGE PART		
<b>CHANGES</b>		
<b>CERTIFICATE OF INSURANCE</b>		
This certificate represents insurance provided in accordance with THE FOLLOWING POLICY NUMBER: 3602AH230069		
<p><b>NAMED INSURED</b></p> <p>Sandhills Reign 14U Shawn Kenny PO Box 149 Doniphan, NE 68832 308-370-1777</p> <p>Effective Date: 8/1/2019 at 12:01 a.m. Standard Time at your mailing address shown above. Expiration Date: 9/1/2020 <b>Termination of the policy does not amend the expiration date of this certificate.</b></p>		
<p><b>Plan Administered By:</b> RPS Bollinger, Inc. 150 JFK Parkway ShortHills, NJ 07078-5000</p>		
<b>TO REPORT A CLAIM, CALL 1-800-446-5311</b>		
<b>Commercial General Liability Limits of Insurance</b>		
General Aggregate Limit	\$5,000,000	
Products-Completed Operations Aggregate Limit	\$2,000,000	
Personal and Advertising Injury Limit	\$2,000,000	
Sexual Abuse and Molestation per Occurrence Limit	\$2,000,000	
Sexual Abuse and Molestation Aggregate Limit	\$2,000,000	
Each Occurrence Limit	\$2,000,000	
Damage to Premises Rented to You Limit	\$1,000,000	Any One Premise
Medical Expense Limit	\$10,000	Any One Person - applies to non-participants

**This Certificate only provides evidence of insurance and does not amend, expand or alter any terms or conditions of the Policy.**

<b>Premium</b>	
Commercial General Liability Premium:	Included

<b>MARKEL INSURANCE COMPANY</b> Glen Allen, VA. USA Softball and Members of the JO NE - Nebraska Individual Registration Program Sandhills Reign 14U  Shawn Kenny  PO Box 149 Doniphan, NE 68832 308-370-1777	<b>Accident Only Proof Of Insurance Blanket Accident Policy</b> 4102AH220317  Effective Date: 8/1/2019 Expiration Date: 9/1/2020
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**YOU ARE INSURED UNDER AN ACCIDENT-ONLY POLICY. THE POLICY DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.**

We, the Markel Insurance Company, have issued a Blanket Accident-Only Policy to the Policyholder:

**USA SOFTBALL**

You are covered by the Blanket Accident Policy while you are a member of the class of Covered Persons described below. You should read this Certificate with care in order to understand the coverages provided.

SCOPE OF COVERAGE: Accident policy benefits are outlined below:

Accidental Death Benefit	Accidental Dismemberment Benefit Principal Sum	Medical/Dental Expense Benefits	
		Maximum Limit	Deductible
\$5,000	\$10,000	\$250,000	\$250.00

Additional benefits and conditions of coverage:

- a. **52-week benefit period:** Eligible expenses for treatment are covered for 52 weeks from the date of injury. Any expenses incurred beyond the benefit period are not covered by this policy.
- b. 90/10 Coinsurance.
- c. Medical and Dental services must begin within 60 days from the date of injury.
- d. Claim must be submitted to RPS Bollinger up to one year from the date of injury to be eligible for payment.
- e. Deductible is a "corridor" deductible, which applies regardless of payments by other primary insurance.
- f. Claims are paid based on a Usual and Customary Basis which means Expenses (a) charged for treatment, supplies or medical services which are Medically Necessary to treat the Insured's condition; and (b) which do not exceed the usual level of charges made for similar treatment, supplies or medical services in the locality where incurred.
- g. Physical Therapy/Chiropractic limit: \$2,500 limit per injury, limited to \$100 maximum per visit
- h. Durable Medical Equipment limit: \$1,000 per injury
- i. Prescription Drug Limit: \$1,000 per injury

Covered Injuries: We will pay the benefits described for injuries to the body:

- a) Caused by an accident which happens while you are a covered person under the policy; and
- b) Which directly, and from no other cause, result in a covered loss.

Covered Persons: All persons who are currently registered as participants or adult supervisors of the USA Softball and all persons added to the team/league during the policy term are Covered Persons.

Covered Events: We will cover injuries to a Covered Person while taking part in:

- a) A regularly scheduled game or practice of the Policyholder's team or league; and
- b) Authorized tournaments, Post Season or Exhibition games or practice; and
- c) Group travel as a team under the supervision of team authorities directly to or from such games or practices held away from the teams' home field.
- d) Other incidental activities sponsored by and usual to the operation of a team or league, such as banquets and non-hazardous fundraisers.

*This certificate is a summary of benefits provided under this policy. Nothing contained herein shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the actual Policy.*



# OFFICIAL CHAMPIONSHIP ROSTER



## LIABILITY WAIVER

I, the signed player or the parent or legal guardian of a minor player named on this roster, acknowledge, agree and understand that: 1.) Voluntarily and of my own free will, I elect to participate as a member of the softball team and league indicated below. 2.) I understand that there are certain risks and hazards involved in participating in softball including, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants in addition to the acts of pitching, throwing, fielding and catching of the ball, the swinging of the bat, running, jumping, stretching, sliding, diving and collisions with other players and with stationary objects all of which can cause serious injury or death to me and to other players. Further, I agree that in consideration for right to play as a member of the team designated below and in consideration for permission to play on the field arranged for by the team or league: 1.) I voluntarily elect or accept and solely assume all risk of damages, injury, including death, incurred or suffered by me (a) while practicing or playing as a member of the team so designated, (b) while serving in a non-playing capacity as a team member or observer during practice or play by other teams or by other players on my team, and (c) while on or upon the premise of any and all of the fields arranged for by my team or league for practice or play. 2.) I release, discharge and agree not to sue the team and or league designated below or any owner or lessee of fields on which softball is played or practiced by my team or USA Softball, or their owners, officers, umpires, agents, servants, associations, employees, or any person or entity connected with the team, league, field or USA Softball for any claim, damages, cost or cause of action which I have or may in the future have as a result of injuries or damages sustained or incurred by me from whatever cause including, but not limited to the negligence, breach of contract or wrongful conduct of these parties hereby released. I further agree that I shall hold harmless and fully indemnify the parties hereby released from any claims, damages, costs including attorney fees, and cause of action which may arise from any claim or cause of action made by me, through me or on my behalf even if the damages, injuries or death are caused in whole or in part by any of the parties or entities hereby released. I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.

### PLAYER AFFIDAVIT

EACH PLAYER SHOULD READ THE FOLLOWING STATEMENT BEFORE COMPLETING AND SIGNING INVERSE PAGE.

I have received USA Softball's Official Rules of Softball and I understand and agree to be bound by the rules of USA Softball. I am a member in good standing of this softball team and I am eligible to compete with this team in the championship play of USA Softball. I understand that I may play on only one team within a division during the season in USA Softball Championship Play and this is the team which I have elected to play for this season. I understand and agree that USA Softball has the right to take permanent possession of a bat that has been determined to be altered. In consideration of my being permitted to compete, I hereby give permission to USA Softball and it's local associations to use in any and all publications that they may desire, all pictures taken of the undersigned in their publicizing the game of softball. I hereby subscribe my name in the column for signatures and by doing so certify that I have read this statement and that information supplied on this roster is correct to the best of my knowledge.

### PARENT / GUARDIAN AFFIDAVIT

IF A PLAYER IS A MINOR, HIS OR HER PARENT OR LEGAL GUARDIAN MUST SIGN ROSTER ON INVERSE PAGE.

NOTE: FOR JUNIOR OLYMPIC DIVISIONS, VERIFICATIONS OF BIRTHDATE FOR EACH PLAYER MUST BE ATTACHED. (I.E., Birth Certificate, Baptismal Certificate or Hospital Certificate may be used.) Legible photo copies will be accepted. I HEREBY GIVE PERMISSION TO THE TEAM MANAGER, INDICATED BELOW, TO OBTAIN MEDICAL TREATMENT FOR THE MINOR PLAYERS WHICH I AM EITHER PARENT OR LEGAL GUARDIAN, IN THE EVENT THAT I AM NOT AVAILABLE AND MEDICAL TREATMENT IS REQUIRED. On behalf of the minor player, I hereby incorporate by reference and agree to comply with the policies stated in the affidavit. I also hereby give permission to USA Softball and it's local associations to use in any and all publications that they may desire, all pictures taken of the minor player in their publicizing the game of softball. I hereby subscribe my name in the column for signatures and by doing so certify that I have read this statement and that information supplied on this roster is correct to the best of my knowledge.

### TEAM MANAGER'S AFFIDAVIT

I am the manager of the above mentioned team and after receiving USA Softball's Official Rules of Softball, and after being duly sworn, depose and say that all the information supplied above is correct to the best of my knowledge and that all the players signed the above in their handwriting and they are eligible to compete with my team in the championship play of USA Softball and agree to be bound by the rules of USA Softball as contained in the USA Softball Code and USA Softball's Official Rules of Softball.

\_\_\_\_\_  
 Manager's Name (Print)

\_\_\_\_\_  
 Manager's Signature

\_\_\_\_\_  
 Manager's Address (Print)

City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ Home Phone \_\_\_\_\_

Office / Mobile Phone \_\_\_\_\_

Email \_\_\_\_\_

### USA SOFTBALL COMMISSIONER STATEMENT

ALL OF THE INFORMATION ON THIS ROSTER IS CORRECT TO THE BEST OF MY KNOWLEDGE.

*Joe Patterson*

\_\_\_\_\_  
 Signature of USA Softball Local Association Commissioner or designee

05/26/2020

Date

\_\_\_\_\_  
 Mobile Phone

NE - Nebraska - 07117

\_\_\_\_\_  
 USA Softball Local Association & Region Number

\_\_\_\_\_  
 Signature of USA Softball Deputy / District Commissioner

Finance, 2017 Championship Roster  
 Revised 07/17

Page 1 of 2

**City of St. Paul Resolution 2020-9**

**COVID-19: Resolution 2020-9 of the City of St. Paul regarding use  
of Municipal Property for Sports or Other Recreational Activities  
(Sandhill's Reign)**

A Resolution of **City of St. Paul**, Nebraska, regarding the risk of exposure to COVID-19 through the use of Municipal Property for Sports or Recreational Activities.

**Recitals**

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020;

WHEREAS, on May 21, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and/or youth team sports;

WHEREAS, a copy of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* is attached to this Resolution and incorporated herein as part of these Recitals;

WHEREAS, it is anticipated that future guidance from the State of Nebraska will permit additional team sports and other recreational activities;

WHEREAS, players, coaches, officials, and others who participate in such games, practices, or other recreational activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property and/or facilities on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities; and

WHEREAS, it is the intent of the **City of St. Paul** to permit the resumption of adult and/or youth team sports and other recreational activities on municipal property and/or facilities, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* and such further laws and guidance that may be issued in the future, provided that every

individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of St. Paul, its elected and appointed officials and employees, and all other participants in adult and/or youth team sports or other recreational activities from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City of St. Paul that any individual, organization or group sponsoring adult and/or youth team sports or other recreational activities that wishes to use the playing or practice fields, courts, grounds, and/or other facilities of St. Paul for games, practices, or other recreational activities will be required to enter into the *COVID-19: License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities* attached hereto. These License Agreements will be maintained by the Municipal Clerk and shall constitute an addendum to any other contract, license agreement, lease, or agreement allowing the use of the municipal property and/or facilities of the City of St. Paul by the same individual, organization, or group.

BE IT FURTHER RESOLVED that, in order to enter the playing or practice fields, courts, grounds, and/or other facilities of the City of St. Paul to participate in games, practices, or other recreational activities, all players, coaches, officials and other participants must sign the agreement titled *COVID-19: Participants Agreement for Sports or Other Recreational Activities* in substantially the same form as attached hereto. Each team wishing to participate on or use the municipal property and/or facilities of the City of St. Paul must provide copies of signed *Agreements* for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the Municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants and spectators, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, shall be posted on all practice and playing fields, courts, grounds, and/or other facilities where adult and/or youth practices and/or games or other recreational activities occur. If the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of St. Paul relating to COVID-19 or other safety or hygiene precautions while present on municipal property and/or facilities, understanding that the City of St. Paul may elect to deny entrance to its playing or practice fields, courts, grounds, and/or other facilities to any non-complying participant or spectator, or to require a non-complying participant or spectator to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of **the City of St. Paul** are authorized to execute the directives set forth in this Resolution.

RESOLVED this 1<sup>st</sup> day of June, 2020.

ATTEST:

By: \_\_\_\_\_  
Joel M. Bergman, Mayor

By: \_\_\_\_\_  
Connie Jo Beck, City Clerk/Deputy Treasurer



**COVID 19: License and Management Agreement  
Regarding use of Municipal Property for Sports  
Or other Recreational Activities**

**Sandhill's Reign**

This License and Management Agreement (the "License"), dated for reference purposes only as of the 1<sup>st</sup> day of June, 2020, is entered into by and between the City of St. Paul ("Licensor") and \_\_\_\_\_ ("Licensee").

**RECITALS**

- A. Licensor owns the real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").
- B. The Licensee desires to license a portion of the Real Property as identified on Exhibit "B" attached hereto and incorporated herein by this reference (the "Premises").
- C. The Premises includes a playing field, court, or other grounds suitable for sports and other recreational activities, and may include associated improvements and structures included therewith, all as more particularly described on Exhibit "B".
- D. Licensee is involved in organizing adult and/or youth team sports or other recreational activities in the municipality.
- E. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises during all practices, games, and other events follows the current applicable rules for safe operation.
- F. Licensee desires to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation.
- G. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises, as defined above, consisting of approximately **13.5 acres** of real property as further described on Exhibit "B". Such area includes the municipal playing field(s), court(s), grounds, and/or the structures and improvements associated with the playing field(s), court(s), or grounds, including, but not limited to, the bleachers, stands, restroom facilities, drinking fountain(s), and concession stand. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to pay the license fee, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Real Property as is necessary for Licensee to access and use the Premises.

2. Management. The parties acknowledge and agree that **Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises** are being utilized pursuant to this License. **Licensee shall be responsible for operating and managing the Premises** in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* issued by the State of Nebraska, attached hereto as Exhibit "C" and incorporated herein by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the "Rules"). Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed.

3. Term. The License shall be for a term of \_\_\_\_ **months** commencing **effective as of** \_\_\_\_\_, **2020**. Either party shall have the right to terminate this License by providing the other party with no less **than** \_\_\_\_ **days'** prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.



4. Acceptance of Premises. By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. **Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property** that is described herein as the Premises and that Licensor and other parties also shall have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

5. Quiet Enjoyment. Upon Licensee's paying the license fee and other expenses provided in this License and observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

6. Real Estate Taxes. If applicable during the License Term, Licensor shall pay all real property taxes and assessments, improvement bonds, and other governmental levies ("Taxes") imposed on or with respect to the Premises, if any exist. Licensee shall pay all personal property taxes imposed on or with respect to Licensee's equipment and personal property located on the Premises, if any exist.

7. Utilities. **Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Licensor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by Licensor before the same become due. If Licensor receives the statement for such utilities and Licensee has agreed to pay the same hereunder, Licensor shall provide Licensee with a copy of the applicable statement(s).**

8. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. **Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly while players and fans are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart, if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed.** Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the

applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control on the Premises in accordance with past practices of Licensor. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder.

9. Insurance. During the License Term, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include **commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. Licensor shall be named as an additional named insured** on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. If possible and financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

10. Licensee's Indemnification. **Licensee agrees to indemnify and hold Licensor harmless** from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

11. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

12. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of the license fee or other payment by Licensor from any

person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

13. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the license fee or any other payments required to be made by Licensee under this License when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within ten (10) days, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

14. Remedies. On the occurrence of an Event of Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for the license fee due and to become due under the License;
- C. sue for any damages sustained by Licensor;
- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises.

15. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 15 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

16. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor,

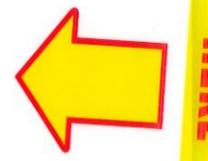
specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

17. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

18. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: City of St. Paul  
704 6<sup>th</sup> Street  
St. Paul, Nebraska 68873  
Telephone (308)754-4483

b. Licensee's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_



19. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

20. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

21. Relationship of Parties. Neither the method of computation of the license fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture

or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

22. Waiver. The acceptance of the license fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

23. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

24. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

25. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

26. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

27. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

**“LICENSEE”**

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

**“LICENSOR”**

\_\_\_\_\_  
**City of St. Paul, Nebraska**  
**By: Joel M. Bergman,**  
**Its: Mayor**



Exhibit "A"

Legal Description

**Lot One (1), PAW'S SUBDIVISION**

Exhibit "B"

[Insert Diagram or Description of the Licensed Premises]

[Include List of Improvements/Structures]

"Please See Attachments"



Parcel Information	
<b>Parcel ID</b>	470860266
<b>Links</b>	<a href="#">Photo #1</a> <a href="#">Photo #2</a> <a href="#">Photo #3</a> <a href="#">Photo #4</a> <a href="#">Photo #5</a> <a href="#">Photo #6</a> <a href="#">Photo #7</a> <a href="#">Photo #8</a> <a href="#">Photo #9</a> <a href="#">Photo #10</a> <a href="#">Photo #11</a> <a href="#">Photo #12</a> <a href="#">Photo #13</a> <a href="#">Photo #14</a> <a href="#">Photo #15</a> <a href="#">Photo #16</a> <a href="#">Photo #17</a> <a href="#">Photo #18</a> <a href="#">Photo #19</a> <a href="#">Photo #20</a> <a href="#">Photo #21</a> <a href="#">Photo #22</a> <a href="#">Photo #23</a> <a href="#">Photo #24</a> <a href="#">Photo #25</a> <a href="#">Photo #26</a> <a href="#">Photo #27</a> <a href="#">Photo #28</a> <a href="#">Sketch #1</a>
<b>Map Number</b>	2917-00-0-11041-000-1154
<b>Cadastral #</b>	0000-0000
<b>Current Owner</b>	CITY OF ST PAUL
<b>Mailing Address</b>	704 6TH ST ST PAUL NE 68873-2015
<b>Situs Address</b>	
<b>Tax District</b>	1
<b>Tax ID</b>	0000-0000
<b>School District</b>	ST PAUL SCH DIST #1
<b>Neighborhood</b>	7200
<b>Property Class</b>	Exempt
<b>Lot Width x Depth</b>	
<b>Legal Description</b>	LOT 1 PAWS SUBDIVISION (13.518 ACRES) <i>13.518</i>

Assessed Values				
Year	Total	Land	Improvements	Outbuildings
2019	\$418,465	\$93,590	\$324,875	\$0

2019 Tax Information	
<b>Taxes</b>	\$0.00
<b>Tax Levy</b>	1.926555

2019 Tax Levy	
Description	Rate
AG SOCIETY	0.003140
CENTRAL COMM-COLLEGE	0.093042
COUNTY GENERAL	0.169192
ED SERVICE UNIT #10	0.015000
HISTORICAL SOCIETY	0.000842
LOUP BASIN RECL#1	0.032702
LOWER LOUP NRD #1	0.035736
ST PAUL CITY	0.655565
ST PAUL SCH #1 BOND 2009	0.083613
ST PAUL SCH DIST #1	0.837723

5 Year Sales History
No previous sales information is available.



Property Classification			
<b>Status:</b>	Improved	<b>Location:</b>	Urban
<b>Property Class:</b>	Exempt	<b>City Size:</b>	800-2,500
<b>Zoning:</b>	Single Family	<b>Lot Size:</b>	5.00-9.99 ac.

Historical Valuation Information							
Year	Billed Owner	Land	Impr	Outbldg	Total	Taxable	Taxes
2019	CITY OF ST PAUL	\$93,590	\$324,875	\$0	\$418,465	\$0	\$0.00
2018	CITY OF ST PAUL	\$93,590	\$324,875	\$0	\$418,465	\$0	\$0.00
2017	CITY OF ST PAUL	\$20,000	\$203,900	\$0	\$223,900	\$0	\$0.00
2016	CITY OF ST PAUL	\$20,000	\$180,945	\$0	\$200,945	\$0	\$0.00
2015	CITY OF ST PAUL	\$20,000	\$0	\$0	\$20,000	\$0	\$0.00

Farm Residence Datasheet			
<b>Type</b>		<b>Heat Type</b>	
<b>Quality / Condition</b>		<b>Foundation</b>	
<b>Arch. Type</b>		<b>Slab Area</b>	
<b>Year Built</b>		<b>Crawl Area</b>	
<b>Actual Age</b>	N/A	<b>Basement Area</b>	sq. ft.
<b>Ext. Wall 1</b>		<b>Min Finish</b>	
<b>Ext. Wall 2</b>		<b>Rec Finish</b>	
<b>Base Area</b>		<b>Part Finish</b>	
<b>Total Area</b>		<b>Bedrooms</b>	
<b>Style 1</b>		<b>Bathrooms</b>	
<b>Style 2</b>		<b>Garage Type</b>	
<b>Roof Type</b>		<b>Garage Area</b>	



Miscellaneous Improvements		
Improvement	Year	Units
BATTING CAGE BLDG		8430
GARAGE/SHOP/RR		3200
CONC DRIVE(TOTAL)		628
(N) STAND/SHELTER		1
(N/M) SHELTER		2
(N/M) DUGOUTS		4
(N/M)BLEACHER/SLAB		2
(S)STAND/BLEACHER		1
(S) DUGOUTS		2
TICKET HUT		1
GREEN BLOCK &SLAB		1
(W) WHITE SHED		1
(N) TICKET STAND		1
CHAINLINK FENCES		1
TENNIS~CRT,CONCRET		16900

Agland Inventory							
Soil Symbol	Soil Name	Land Use	LVG Code	Spot LVG	Value/Acre	Acres	Total Value
850	SITE(EXEMPT PARCEL)	SITE	850		5,000	11.518	57,590
900	ACREAGE HOME SITE	SITE	900		18,000	2	36,000
						Totals	13.518 93,590

Building Permits			
Permit #	Date	Description	Amount
C08-027	05/06/2008	SIGN	500
C08-009	03/05/2008	BATTING CAGES/GROVER CLEVELAND FIELD	
0071C	12/27/2000	NEW RESTROOM	40000



Planning/Zoning

Emergency  
Maint.

Tre

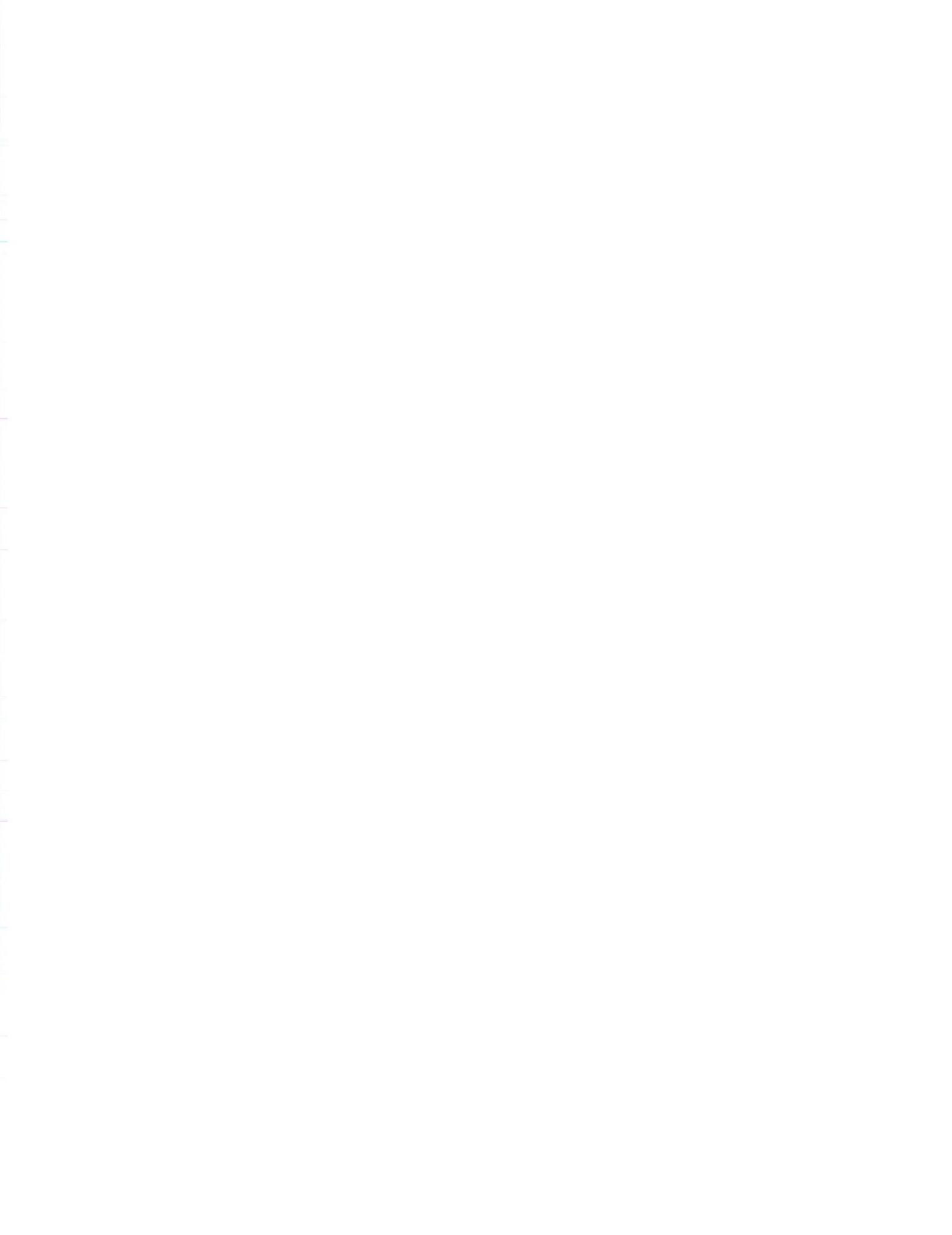
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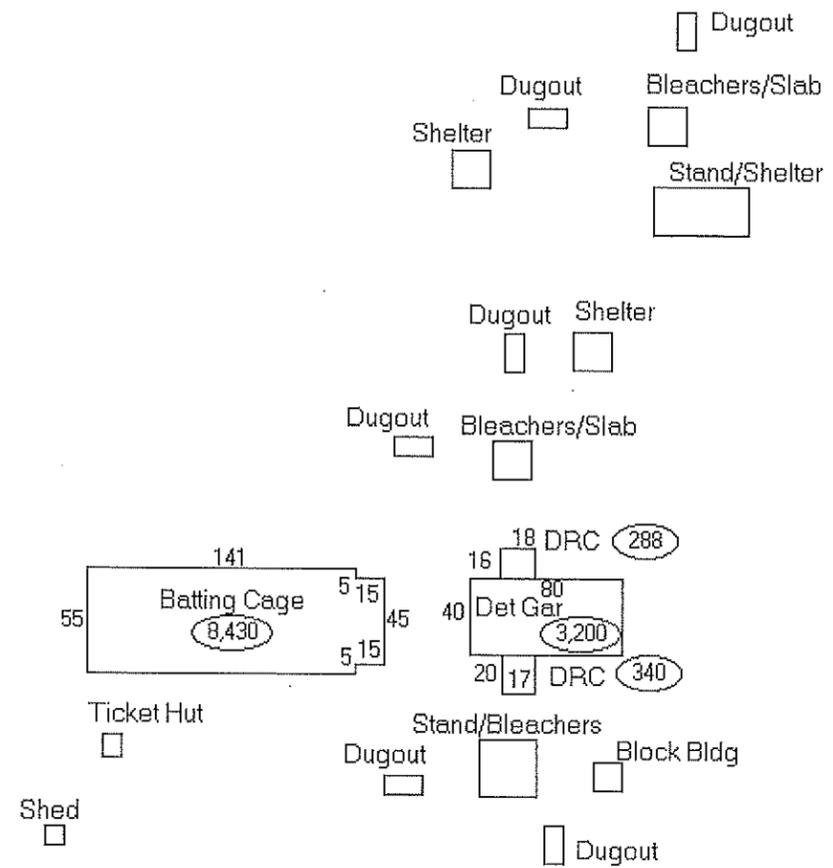
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Sec 4  
Towne 14  
Rtg 10W

470860312



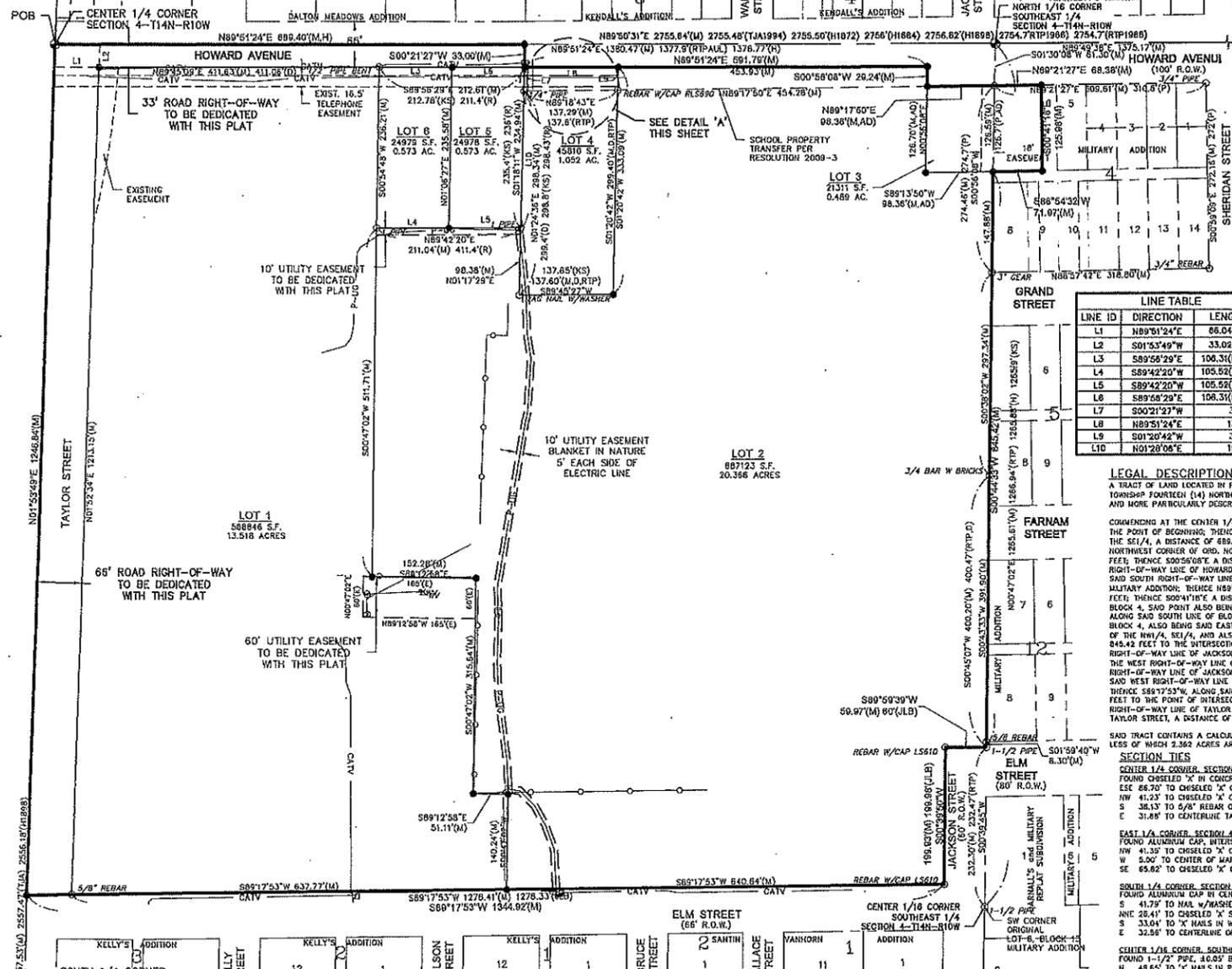


PRELIMINARY PLAT  
**PAWS SUBDIVISION**

(Paul Anderson Wildcats Svoboda)  
TO THE CITY OF SAINT PAUL, HOWARD COUNTY, NEBRASKA  
SE 1/4, SECTION 4-TOWNSHIP 14 NORTH-RANGE 10 WEST, IN THE CITY OF ST. PAUL, HOWARD COUNTY, NEBRASKA

**LEGEND**

- SECTION CORNER
- FOUND CORNER
- SET CORNER (5/8" REBAR/CAP)
- SECTION LINE
- NEW SUBDIVISION LINE
- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- VACATED R.O.W. AREA
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- RIP R.I. PAUL LSSZ DISTANCE 5/1965
- KS K. STEVENS LSSZ DISTANCE 10/31/2016
- JL JAMES L. BLOOGERT LSSZ DISTANCE 3/29/2016
- AD A.W. BICARDANT LSSZ DISTANCE
- H HARVEY DISTANCE
- P PLATTED DISTANCE MILITARY ADD.



**LINE TABLE**

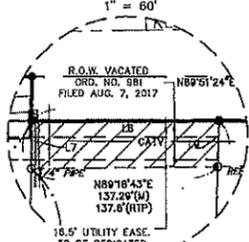
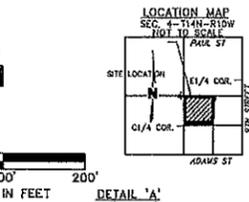
LINE ID	DIRECTION	LENGTH (FT)
L1	N89°51'24"E	86.04(M) 88(R)
L2	S01°53'49"W	33.02(M) 33(R)
L3	S89°58'29"E	106.31(M) 105.7(R)
L4	S89°42'20"W	105.52(M) 105.7(R)
L5	S89°42'20"W	105.52(M) 105.7(R)
L6	S89°58'29"E	106.31(M) 105.7(R)
L7	S00°21'27"W	34.88
L8	N89°51'24"E	137.66
L9	S01°20'42"W	33.69
L10	N01°28'08"E	189.58

**LEGAL DESCRIPTION**  
A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF THE SE 1/4 OF SECTION 4-T14N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°51'24"E, ALONG THE NORTH LINE OF THE SE 1/4, A DISTANCE OF 86.04 FEET; THENCE S00°21'27"W A DISTANCE OF 33.02 FEET TO THE NORTHWEST CORNER OF ORD. NO. 881 FILED AUG. 7, 2017; THENCE N89°51'24"E A DISTANCE OF 591.79 FEET; THENCE S00°58'29"E A DISTANCE OF 28.24 FEET; THENCE N89°17'50"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE, A DISTANCE OF 98.36 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE AND THE NORTHWEST CORNER OF LOT 7, BLOCK 4, MILITARY ADDITION; THENCE N89°21'27"E, ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 60.38 FEET; THENCE S00°41'10"E A DISTANCE OF 125.88 FEET TO A POINT ON THE SOUTH LINE OF LOT 8, SAID BLOCK 4, SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 16 FT. ALLEY; THENCE S89°42'20"W, ALONG SAID SOUTH LINE OF BLOCK 4, A DISTANCE OF 71.87 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 4, ALSO BEING SAID EAST LINE OF THE HWY 4, SE 1/4; THENCE S00°44'33"W, ALONG SAID EAST LINE OF THE HWY 4, SE 1/4, AND ALSO BEING THE WEST LINE OF SAID MILITARY ADDITION, A DISTANCE OF 845.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE EAST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S89°59'30"W A DISTANCE OF 59.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S00°59'30"W, ALONG SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 199.53 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET AND THE NORTH RIGHT-OF-WAY LINE OF ELM STREET; THENCE S89°17'53"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET, A DISTANCE OF 134.52 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE WEST RIGHT-OF-WAY LINE OF TAYLOR STREET; THENCE N01°28'08"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF TAYLOR STREET, A DISTANCE OF 1246.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,695,887.41 SQUARE FEET OR 38.635 ACRES MORE OR LESS OF WHICH 2,362 ACRES ARE DEDICATED RIGHT-OF-WAY.

**SECTION TIES**  
CENTER 1/4 CORNER, SECTION 4 T14N-R10W  
FOUND CHISELED "X" IN CONCRETE SURFACE ON HOWARD ST  
ESE 88.70' TO CHISELED "X" ON NW CORNER OF STORM JUNCTION BOX  
NW 41.23' TO CHISELED "X" ON SE CORNER OF STORM JUNCTION BOX  
S 38.13' TO 5/8" REBAR OFF EDGE OF CONCRETE RETURN  
E 31.88' TO CENTERLINE TAYLOR ST  
EAST 1/4 CORNER, SECTION 4 T14N-R10W  
FOUND ALUMINUM CAP, INTERSECTION OF HOWARD ST & NORTH ST  
NW 41.23' TO CHISELED "X" ON SE CORNER OF CONCRETE LIGHT POLE BASE  
W 2.00' TO CENTER OF MANHOLE LID  
SE 65.62' TO CHISELED "X" ON NW CORNER OF CONCRETE LIGHT POLE BASE  
SOUTH 1/4 CORNER, SECTION 4 T14N-R10W  
FOUND ALUMINUM CAP IN CENTERLINE OF ADAMS ST AND WEST OF TAYLOR ST  
S 47.78' TO NAIL W/ASSHUR EAST GATE POST  
NW 26.41' TO CHISELED "X" SE CORNER STORM SEWER JUNCTION BOX  
S 33.04' TO "X" NAILS IN WEST GATE POST  
E 32.58' TO CENTERLINE OF TAYLOR ST  
CENTER 1/8 CORNER, SOUTHEAST 1/4, SECTION 4 T14N-R10W  
FOUND 1-1/2" PIPE, 4.05' BELOW GRADE  
H 48.65' TO "X" NAILS IN POWER POLE  
W 30.17' TO CENTER OF MANHOLE AT INTERSECTION OF JACKSON ST & ELM ST  
W/OP 65.72' TO "X" NAILS IN POWER POLE  
NORTH 1/2 CORNER, SOUTHEAST 1/4, SECTION 4 T14N-R10W  
FOUND 1" FRANCH PIPE AT GRADE  
S 38.54' TO CENTER OPERATION NUT OF TOP FIRE HYDRANT  
SW 60.43' TO NAIL IN NORTH FACE OF 10" DECIDUOUS TREE  
NW 68.89' TO CHISELED "X" IN SE CORNER OF SIDEWALK NORTH



DWG: F:\2017\1001-1500\017-1126\4D-Design\Survey\SRVY\Sheets\PL\_71126.dwg  
 DATE: Aug 02, 2017 8:58am  
 USER: jfinneyz

**OLSSON ASSOCIATES**

201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.284.8762  
FAX 308.284.8762

PROJECT NO. 2017-1126  
ST. PAUL SCHOOL SURVEY  
FR ST PAUL, #4

OWNERS: CITY OF ST PAUL & CO OF HOWARD SCHOOL DISTRICT NO. 1  
SUBDIVIDER: CITY OF ST PAUL & CO OF HOWARD SCHOOL DISTRICT NO. 1  
SURVEYOR: OLSSON ASSOCIATES  
ENGINEER: OLSSON ASSOCIATES  
NUMBER OF LOTS: 6

**FINAL PLAT**  
**PAWS SUBDIVISION**

(Paul Anderson Wildcats Svoboda)

**TO THE CITY OF SAINT PAUL, HOWARD COUNTY, NEBRASKA**  
SE1/4, SECTION 4-TOWNSHIP 14 NORTH-RANGE 10 WEST, IN THE CITY OF ST. PAUL, HOWARD COUNTY, NEBRASKA

**LEGAL DESCRIPTION**  
A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE CENTER 1/4 CORNER OF THE SE1/4 OF SECTION 4-T14N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°51'24"E, ALONG THE NORTH LINE OF THE SE1/4, A DISTANCE OF 589.40 FEET; THENCE S00°21'27"W A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF ORD. NO. 981 FILED AUG. 7, 2017; THENCE N89°51'24"E A DISTANCE OF 581.79 FEET; THENCE S00°56'08"E A DISTANCE OF 29.24 FEET; THENCE N89°17'50"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE, A DISTANCE OF 98.36 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE AND THE NORTHWEST CORNER OF LOT 7, BLOCK 4, MILITARY ADDITION; THENCE N89°21'27"E, ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 88.38 FEET; THENCE S00°41'18"E A DISTANCE OF 125.98 FEET TO A POINT ON THE SOUTH LINE OF LOT 8, SAID BLOCK 4, SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 1/2 FT. ALLEY; THENCE S89°54'32"W, ALONG SAID SOUTH LINE OF BLOCK 4, A DISTANCE OF 71.97 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 4, ALSO BEING SAID EAST LINE OF THE NW1/4, SE1/4; THENCE S00°44'33"W, ALONG SAID EAST LINE OF THE NW1/4, SE1/4, AND ALSO BEING THE WEST LINE OF SAID MILITARY ADDITION, A DISTANCE OF 845.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE EAST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S89°59'39"W A DISTANCE OF 59.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S00°29'50"W, ALONG SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 199.93 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET AND THE NORTH RIGHT-OF-WAY LINE OF ELM STREET; THENCE S89°17'53"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET, A DISTANCE OF 114.92 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE WEST RIGHT-OF-WAY LINE OF TAYLOR STREET; THENCE N01°53'49"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF TAYLOR STREET, A DISTANCE OF 1246.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,695,987.41 SQUARE FEET OR 38.935 ACRES MORE OR LESS OF WHICH 2.362 ACRES ARE DEDICATED RIGHT-OF-WAY.

**SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY THAT ON September 15<sup>th</sup> 2017, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

Jesse E. Hurt  
JESSE E. HURT, REGISTERED LAND SURVEYOR NUMBER, LS-674



**APPROVAL OF PLANNING AND ZONING COMMISSION**  
THIS PLAT OF "PAWS SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SAINT PAUL PLANNING AND ZONING COMMISSION ON THIS 11 DAY OF September, 2017.

Charles M. Schmidt  
CHAIRPERSON  
Connie K. Bickler  
SECRETARY

**CITY OF SAINT PAUL APPROVALS**  
THIS PLAT OF "PAWS SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SAINT PAUL ON THIS 10 DAY OF Sept, 2017.

Tracy J. Howard  
MAYOR  
Connie J. Beck  
CITY CLERK

STATE OF NEBRASKA  
HOWARD COUNTY  
FILE FOR RECORD  
MO. DAY 2017  
AT O'CLOCK M. RECORDED  
IN BOOK OF RECORD PAGE  
COUNTY CLERK  
BY



SHEET 2 OF 2

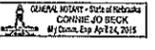
<b>MOLSSON ASSOCIATES</b>	201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2017-1128 / 2017-1145
		CITY OF ST. PAUL ST. PAUL SCHOOL DISTRICT
		TR ST PAUL, IA

**DEDICATION OF PLAT**  
KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF SAINT PAUL, COUNTY OF HOWARD SCHOOL DISTRICT NO. 1; AND JACK WALTER MEENECKE AND BEVERLY KAY MEENECKE (HUSBAND AND WIFE); DAVID K. JOHNSON AND LISA L. JOHNSON (HUSBAND AND WIFE), BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID TO BE SURVEYED, SUBDIVIDED, PLATED AND DESIGNATED AS "PAWS SUBDIVISION" IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND THAT THE FOREGOING SUBDIVIDED LOT IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MAKE WITH THE FREE CONSENT IN WITNESS WHEREOF I HAVE AFFIXED MY SIGNATURE HERETO

Tracy J. Howard 9/10/17 AT St. Paul, NEBRASKA  
MAYOR, CITY OF SAINT PAUL  
Marty Mervicka 9-11-17 AT St. Paul, NEBRASKA  
MARTY MERVICKA, PRESIDENT,  
COUNTY OF HOWARD SCHOOL DISTRICT NO. 1  
Jack Walter Meenecke 9/10/17 AT St. Paul, NEBRASKA  
JACK WALTER MEENECKE  
Beverly Kay Meenecke 9-11-17 AT St. Paul, NEBRASKA  
BEVERLY KAY MEENECKE  
David K. Johnson August 25, 2017 AT Honolulu, HAWAII  
DAVID K. JOHNSON  
Lisa L. Johnson August 25, 2017 AT Honolulu, HAWAII  
LISA L. JOHNSON

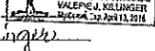
**ACKNOWLEDGMENT**  
STATE OF NEBRASKA  
COUNTY OF HOWARD SS  
ON THIS 10 DAY OF September, 2017, BEFORE ME Connie Jo Beck, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED TRACY J. HOWARD, MAYOR, CITY OF SAINT PAUL TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-21-18  
Connie Jo Beck  
NOTARY PUBLIC



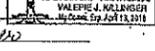
**ACKNOWLEDGMENT**  
STATE OF NEBRASKA  
COUNTY OF HOWARD SS  
ON THIS 31 DAY OF August, 2017, BEFORE ME Valerie J. Killinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED MARTY MERVICKA, PRESIDENT, COUNTY OF HOWARD SCHOOL DISTRICT NO. 1 TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-21-18  
Valerie J. Killinger  
NOTARY PUBLIC



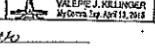
**ACKNOWLEDGMENT**  
STATE OF NEBRASKA  
COUNTY OF HOWARD SS  
ON THIS 11 DAY OF September, 2017, BEFORE ME Valerie J. Killinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JACK WALTER MEENECKE, SPOUSE OF BEVERLY KAY MEENECKE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-21-18  
Valerie J. Killinger  
NOTARY PUBLIC



**ACKNOWLEDGMENT**  
STATE OF NEBRASKA  
COUNTY OF HOWARD SS  
ON THIS 11 DAY OF September, 2017, BEFORE ME Valerie J. Killinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED BEVERLY KAY MEENECKE, SPOUSE OF JACK WALTER MEENECKE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-21-18  
Valerie J. Killinger  
NOTARY PUBLIC



**ACKNOWLEDGMENT**  
STATE OF NEBRASKA  
COUNTY OF HOWARD SS  
ON THIS 10 DAY OF Sept, 2017, BEFORE ME Tracy J. Howard, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DAVID K. JOHNSON, SPOUSE OF LISA L. JOHNSON, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Honolulu, HAWAII, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 10-21-2019  
Tracy J. Howard  
NOTARY PUBLIC



**ACKNOWLEDGMENT**  
STATE OF NEBRASKA  
COUNTY OF HOWARD SS  
ON THIS 10 DAY OF Aug, 2017, BEFORE ME Tracy J. Howard, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED LISA L. JOHNSON, SPOUSE OF DAVID K. JOHNSON, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Honolulu, HAWAII, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 10-21-2019  
Tracy J. Howard  
NOTARY PUBLIC



DWS: F:\2017\1001-1500\07-1128-10-Howard\Survey\SPAW Subdiv\NY\_FPT\_71128.dwg  
DATE: Aug 15, 2017, 8:25am  
USER: jmmcc

Exhibit "C"

[Attach a copy of the current Rules]

Share: Covid Sandhill's Reign: Management Agreement



## **RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL PRACTICES (Starting June 1)**

***Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.***

1. Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
2. Dugout/bench use will not be allowed. Players and their items when not on the field should be lined up against the fence/wall at least six (6) feet apart.
3. Parents must remain in their cars or drop off and pick players up afterwards.
4. Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - A. When protective equipment is needed to be shared, it should be disinfected between players use.
  - B. Coaches are encouraged to rotate equipment when possible.
  - C. Coaches must disinfect shared equipment before and after each practice (or game).
5. Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate
6. Players must bring their own water/beverage and snacks to consume; no shared drinking fountains, coolers or snacks; the use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.

## **RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL GAMES (Starting June 18)**

7. **Same guidelines apply as for practices.**
8. Use of dugouts/benches are permitted during games only.
  - A. The bleachers located between the dugout and home plate also should be used to spread out players. Players should have designated spots to place their personal items.
  - B. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
9. Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
10. Post-game handshakes or interaction between teams are prohibited.
11. When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
12. The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off the field.
13. **RULES FOR FANS.**
  - A. Fans for upcoming games must remain in their cars during player warm-ups. They will be permitted to come to the field once the team they are there to watch enters the playing area.
  - B. Fan attendance is limited to household members of the players on the team. For outdoor games, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within six (6) feet of the teams' benches or within the area from behind home plate to six (6) feet past the far end of each dugout.
  - C. Games/matches held at a facility that has a capacity of 500 or more individuals (1,000 or more in counties over 500,000 population), shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.

## Outline of Changes to Upcoming DHMs Phase II

### Statewide Changes starting June 1<sup>st</sup>

- **Travel Quarantine**
  - All individuals returning from international travel only will be required to quarantine upon returning to Nebraska for 14 days.
  - The restriction will not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.
- **Sports**
  - Team sports have been categorized by contact level (contact, limited-contact, non-contact) based on guidance from the April 2008 American Academy of Pediatrics Classification of Sports According to Contact. These categories will be used for determining the opening of different team sports.
  - Limited and Non-contact team sports including baseball, softball, and volleyball practices may begin June 1<sup>st</sup>.
  - Limited and Non-contact team sports including baseball, softball, and volleyball games may begin June 18<sup>th</sup>.
  - Rodeo events may also begin starting June 1<sup>st</sup>.
  - “June 1<sup>st</sup> Statewide Sports Reopening Guidelines” must be followed for both youth and adults.
    - ◆ Rodeos are permitted to follow Gatherings DHM requirements.
    - ◆ Schools gyms and weight rooms are permitted to follow gyms, fitness centers/clubs, health clubs, and health spas DHM requirements.
  - Contact sports like basketball, tackle football, soccer, wrestling, etc. remain prohibited.

### Starting June 1<sup>st</sup>, the following guidelines apply to all counties except for those located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota)

- **Bars & Restaurants**
  - Restaurants remain open for dine-in and Bars, Bottle Clubs, and Gentlemen’s Clubs can reopen.
    - ◆ Patrons will be required to be seated while on premise unless they are placing an order or using the restroom.
  - Limited to 50% of rated occupancy maximum at a time.
  - Six (6) feet separation between seating of different parties.
  - Six (6) feet of separation between entertainers, performers, dancers, and patrons.
  - Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
  - Food may not be consumed at bar seating.
  - Games such as pool, darts, arcade games, etc. are prohibited.
- **Childcare Facilities**
  - Will remain at not more than 15 children per room/space.
    - ◆ All other state provisions, statutes, and regulations, including child to staff ratios, still apply.



- **Gatherings**

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
  - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
    - > Groups shall be no larger than six (6) individuals.
    - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30<sup>th</sup> and may be extended.
  - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
  - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

- **Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

- **Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
  - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

- **Wedding & Funeral Reception Venues**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
- Self-serve buffets and salad bars are prohibited. Venue staff must serve food directly to all individuals.
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

**Starting June 1<sup>st</sup>, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements**



## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training **AND** that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

### June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



**COVID-19: Youth Baseball and Softball Participants Agreement**

**WAIVER – SANDHILL’S REIGN**

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name (Player, Coach, Official, or Other Participant): \_\_\_\_\_

Address: \_\_\_\_\_

Municipality: City of St. Paul    State: Nebraska    Zip: 68873

Telephone #: \_\_\_\_\_

Age of Participant \_\_\_\_\_

**If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.**

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK**

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property of any Municipality and participating in or viewing baseball or softball games, practices, or related activities, or by authorizing the participation of a minor in or the presence of a minor at baseball or softball games, practices, or related activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

**COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE**

In consideration of the above-listed player, coach, or official (“Participant”) being allowed to participate in baseball and/or softball on municipal property, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf *and* on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE every city or village (hereinafter, **Municipality**) on whose property Participant participates in any baseball or softball games, practices, or related activities, together with each such **Municipality’s** mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as “Releasees”) from any and all liability to the Participant (or Participant’s personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of any such **Municipality**, participating in or viewing any baseball or softball game, practice, or related activity, or other use of public facilities on the property of any such **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or

more of the Releasees or any other participants, spectators or other individuals present at the baseball or softball game, practice, or related activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property of any such **Municipality** in connection with any baseball or softball game, practice, or related activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the baseball or softball game, practice, or related activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves *and* binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

\_\_\_\_\_  
**Signature of Participant**  
(If 18 Years Old or Older)

\_\_\_\_\_  
**Print Clearly or Type Name of Participant**

\_\_\_\_\_  
**Signature of Parent**  
(If Participant is 17 Years Old or Younger)

\_\_\_\_\_  
**Print Clearly or Type Name of Parent**

\_\_\_\_\_  
**Signature of Legal Guardian (If Applicable)**

\_\_\_\_\_  
**Print Clearly or Type Name of Legal Guardian**

AGENDA ITEM REQUEST FORM

Anyone wishing to offer comments or concerns about city matters, or who wants to have an item placed on the City Council agenda must complete this form. The completed form must be submitted to the City Clerk, City of St. Paul, 704 6<sup>th</sup> Street, St. Paul, NE 68873 no later than Noon on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, the deadline is noon on the previous day. The City Council generally meets at 7:00 p.m. on the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month.

City Council Meeting Date: 6-1-20

Requested Agenda Item: Adult men's softball Team

Please state your comment or concern (please be specific, providing documentation if available):

with Howard Co being in Phase II we would like to start play June 21. still following the guidle lines. (DHM) we are willing to sign liability waivers. we do not charge to watch (no concessions.) maybe 4 to 5 Sundays @ home.

What action do you want the City Council to take? uses of the North Ball field

Will this project/item require City funding? YES  NO  If so, how much? \_\_\_\_\_

Name (please print): Bob Hymes

Name (signature): [Signature]

Address: 1224 Elm ST

Phone Number: 750-0585

.....  
For City Official Use Only

Added to City Council Agenda. Date of City Council meeting: \_\_\_\_\_

Referred to City Council Committee for Recommendation

City Council Action Taken: \_\_\_\_\_

City Funds Authorized: \_\_\_\_\_

Guidelines for Men's Softball League due to Covid-19

2020 Season

- **All** coaches and players **must** sign a waiver prior to the first practice.
- Players **must** practice social distance when in the dugout. Andrew Costello will be in charge of making sure social distancing is used.
- All equipment will be sanitized before and after each game by Bob Hymer. Use of individual equipment will be encouraged.
- There will be **NO BATHROOMS** available during the games.
- There will be **NO CONCESSION STANDS**.
- There will be **NO BATTING CAGES**.
- Only immediate family members will be allowed at the games.
- Only players and coaches will be at practices.
- Players must bring their own water bottles. Public water fountains will not be available.

The Men's Softball League is looking for approval from the City of St. Paul to use the north field for the 2020 season. Currently there are 4-5 home games scheduled. If allowed outside teams would come to St. Paul to play. All teams will follow the guidelines laid out by Governor Ricketts and any that the city finds appropriate. We look forward to a decision and appreciate the City of St. Paul's consideration in this matter.

Respectfully,  
St. Paul Men's League  
Bob Hymer (308)750-0585

Roster for St. Paul Men's Softball League

1. Bob Hymer – Coach
2. Landon Vogel
3. Andrew Costello
4. Mike Fitzgerald
5. Brady Townsend
6. Jordan Nielsen
7. Riley Racicky
8. Brandon Rolf
9. Daltyn Rother
10. Damyn Rother
11. Mike Coghlan
12. Turner Brouillette
13. Craig Gregory – Substitute

**City of St. Paul Resolution 2020-10**

**COVID-19: Resolution 2020-10 of the City of St. Paul regarding use  
of Municipal Property for Sports or Other Recreational Activities  
(Adult Men's Softball Team – Bob Hymer)**

A Resolution of **City of St. Paul**, Nebraska, regarding the risk of exposure to COVID-19 through the use of Municipal Property for Sports or Recreational Activities.

**Recitals**

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020;

WHEREAS, on May 21, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and/or youth team sports;

WHEREAS, a copy of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* is attached to this Resolution and incorporated herein as part of these Recitals;

WHEREAS, it is anticipated that future guidance from the State of Nebraska will permit additional team sports and other recreational activities;

WHEREAS, players, coaches, officials, and others who participate in such games, practices, or other recreational activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property and/or facilities on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities; and

WHEREAS, it is the intent of the **City of St. Paul** to permit the resumption of adult and/or youth team sports and other recreational activities on municipal property and/or facilities, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* and such further laws and guidance that may be issued in the future, provided that every

individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of St. Paul, its elected and appointed officials and employees, and all other participants in adult and/or youth team sports or other recreational activities from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City of St. Paul that any individual, organization or group sponsoring adult and/or youth team sports or other recreational activities that wishes to use the playing or practice fields, courts, grounds, and/or other facilities of St. Paul for games, practices, or other recreational activities will be required to enter into the *COVID-19: License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities* attached hereto. These License Agreements will be maintained by the Municipal Clerk and shall constitute an addendum to any other contract, license agreement, lease, or agreement allowing the use of the municipal property and/or facilities of the City of St. Paul by the same individual, organization, or group.

BE IT FURTHER RESOLVED that, in order to enter the playing or practice fields, courts, grounds, and/or other facilities of the City of St. Paul to participate in games, practices, or other recreational activities, all players, coaches, officials and other participants must sign the agreement titled *COVID-19: Participants Agreement for Sports or Other Recreational Activities* in substantially the same form as attached hereto. Each team wishing to participate on or use the municipal property and/or facilities of the City of St. Paul must provide copies of signed *Agreements* for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the Municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants and spectators, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, shall be posted on all practice and playing fields, courts, grounds, and/or other facilities where adult and/or youth practices and/or games or other recreational activities occur. If the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of St. Paul relating to COVID-19 or other safety or hygiene precautions while present on municipal property and/or facilities, understanding that the City of St. Paul may elect to deny entrance to its playing or practice fields, courts, grounds, and/or other facilities to any non-complying participant or spectator, or to require a non-complying participant or spectator to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of **the City of St. Paul** are authorized to execute the directives set forth in this Resolution.

RESOLVED this 1<sup>st</sup> day of June, 2020.

ATTEST:

By: \_\_\_\_\_  
Joel M. Bergman, Mayor

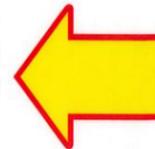
By: \_\_\_\_\_  
Connie Jo Beck, City Clerk/Deputy Treasurer



**COVID 19: License and Management Agreement  
Regarding use of Municipal Property for Sports  
Or other Recreational Activities**

**Adult Men's Softball Team – Bob Hymer**

This License and Management Agreement (the "License"), dated for reference purposes only as of the 1<sup>st</sup> day of June, 2020, is entered into by and between the City of St. Paul ("Licensor") and \_\_\_\_\_ ("Licensee").



**RECITALS**

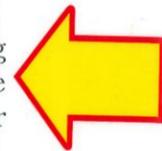
- A. Licensor owns the real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").
- B. The Licensee desires to license a portion of the Real Property as identified on Exhibit "B" attached hereto and incorporated herein by this reference (the "Premises").
- C. The Premises includes a playing field, court, or other grounds suitable for sports and other recreational activities, and may include associated improvements and structures included therewith, all as more particularly described on Exhibit "B".
- D. Licensee is involved in organizing adult and/or youth team sports or other recreational activities in the municipality.
- E. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises during all practices, games, and other events follows the current applicable rules for safe operation.
- F. Licensee desires to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation.
- G. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises, as defined above, consisting of approximately **13.5 acres** of real property as further described on Exhibit "B". Such area includes the municipal playing field(s), court(s), grounds, and/or the structures and improvements associated with the playing field(s), court(s), or grounds, including, but not limited to, the bleachers, stands, restroom facilities, drinking fountain(s), and concession stand. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to pay the license fee, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Real Property as is necessary for Licensee to access and use the Premises.

2. Management. The parties acknowledge and agree that **Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises** are being utilized pursuant to this License. **Licensee shall be responsible for operating and managing the Premises** in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the *June 1st Statewide Sports Reopening Guidelines* issued by the State of Nebraska, attached hereto as Exhibit "C" and incorporated herein by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the "Rules"). Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed.

3. Term. The License shall be for a term of \_\_\_\_ **months** commencing **effective as of \_\_\_\_\_, 2020**. Either party shall have the right to terminate this License by providing the other party with no less **than \_\_\_\_ days'** prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.



4. Acceptance of Premises. By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. **Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property** that is described herein as the Premises and that Licensor and other parties also shall have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

5. Quiet Enjoyment. Upon Licensee's paying the license fee and other expenses provided in this License and observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

6. Real Estate Taxes. If applicable during the License Term, Licensor shall pay all real property taxes and assessments, improvement bonds, and other governmental levies ("Taxes") imposed on or with respect to the Premises, if any exist. Licensee shall pay all personal property taxes imposed on or with respect to Licensee's equipment and personal property located on the Premises, if any exist.

7. Utilities. **Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Licensor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by Licensor before the same become due. If Licensor receives the statement for such utilities and Licensee has agreed to pay the same hereunder, Licensor shall provide Licensee with a copy of the applicable statement(s).**

8. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. **Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly while players and fans are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart, if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed.** Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the

applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control on the Premises in accordance with past practices of Licensor. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder.

9. Insurance. During the License Term, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include **commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties.** Licensor shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. If possible and financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

10. Licensee's Indemnification. **Licensee agrees to indemnify and hold Licensor harmless** from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

11. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

12. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of the license fee or other payment by Licensor from any

person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

13. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the license fee or any other payments required to be made by Licensee under this License when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within ten (10) days, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

14. Remedies. On the occurrence of an Event of Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for the license fee due and to become due under the License;
- C. sue for any damages sustained by Licensor;
- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises.

15. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 15 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

16. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor,

specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

17. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

18. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: City of St. Paul  
704 6<sup>th</sup> Street  
St. Paul, Nebraska 68873  
Telephone (308)754-4483

b. Licensee's Address: Bob Hymer  
1224 Elm Street  
St. Paul, NE 68873  
Telephone: (308)750-0585



19. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

20. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

21. Relationship of Parties. Neither the method of computation of the license fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture

or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

22. Waiver. The acceptance of the license fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

23. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

24. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

25. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

26. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

27. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

**“LICENSEE”**

\_\_\_\_\_  
**Adult Men’s Softball Team**

**By: Bob Hymer**

**Its:** \_\_\_\_\_

**“LICENSOR”**

\_\_\_\_\_  
**City of St. Paul, Nebraska**

**By: Joel M. Bergman,**

**Its: Mayor**

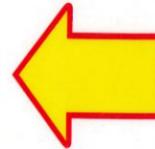


Exhibit "A"

Legal Description

**Lot One (1), PAW'S SUBDIVISION**

Exhibit "B"

[Insert Diagram or Description of the Licensed Premises]

[Include List of Improvements/Structures]

"Please See Attachments"



Parcel Information	
<b>Parcel ID</b>	470860266
<b>Links</b>	<a href="#">Photo #1</a> <a href="#">Photo #2</a> <a href="#">Photo #3</a> <a href="#">Photo #4</a> <a href="#">Photo #5</a> <a href="#">Photo #6</a> <a href="#">Photo #7</a> <a href="#">Photo #8</a> <a href="#">Photo #9</a> <a href="#">Photo #10</a> <a href="#">Photo #11</a> <a href="#">Photo #12</a> <a href="#">Photo #13</a> <a href="#">Photo #14</a> <a href="#">Photo #15</a> <a href="#">Photo #16</a> <a href="#">Photo #17</a> <a href="#">Photo #18</a> <a href="#">Photo #19</a> <a href="#">Photo #20</a> <a href="#">Photo #21</a> <a href="#">Photo #22</a> <a href="#">Photo #23</a> <a href="#">Photo #24</a> <a href="#">Photo #25</a> <a href="#">Photo #26</a> <a href="#">Photo #27</a> <a href="#">Photo #28</a> <a href="#">Sketch #1</a>
<b>Map Number</b>	2917-00-0-11041-000-1154
<b>Cadastral #</b>	0000-0000
<b>Current Owner</b>	CITY OF ST PAUL
<b>Mailing Address</b>	704 6TH ST ST PAUL NE 68873-2015
<b>Situs Address</b>	
<b>Tax District</b>	1
<b>Tax ID</b>	0000-0000
<b>School District</b>	ST PAUL SCH DIST #1
<b>Neighborhood</b>	7200
<b>Property Class</b>	Exempt
<b>Lot Width x Depth</b>	
<b>Legal Description</b>	LOT 1 PAWS SUBDIVISION (13.518 ACRES) <i>13.518</i>

Assessed Values				
Year	Total	Land	Improvements	Outbuildings
2019	\$418,465	\$93,590	\$324,875	\$0

2019 Tax Information	
<b>Taxes</b>	\$0.00
<b>Tax Levy</b>	1.926555

2019 Tax Levy	
Description	Rate
AG SOCIETY	0.003140
CENTRAL COMM-COLLEGE	0.093042
COUNTY GENERAL	0.169192
ED SERVICE UNIT #10	0.015000
HISTORICAL SOCIETY	0.000842
LOUP BASIN RECL#1	0.032702
LOWER LOUP NRD #1	0.035736
ST PAUL CITY	0.655565
ST PAUL SCH #1 BOND 2009	0.083613
ST PAUL SCH DIST #1	0.837723

5 Year Sales History
No previous sales information is available.



Property Classification			
<b>Status:</b>	Improved	<b>Location:</b>	Urban
<b>Property Class:</b>	Exempt	<b>City Size:</b>	800-2,500
<b>Zoning:</b>	Single Family	<b>Lot Size:</b>	5.00-9.99 ac.

Historical Valuation Information							
Year	Billed Owner	Land	Impr	Outbldg	Total	Taxable	Taxes
2019	CITY OF ST PAUL	\$93,590	\$324,875	\$0	\$418,465	\$0	\$0.00
2018	CITY OF ST PAUL	\$93,590	\$324,875	\$0	\$418,465	\$0	\$0.00
2017	CITY OF ST PAUL	\$20,000	\$203,900	\$0	\$223,900	\$0	\$0.00
2016	CITY OF ST PAUL	\$20,000	\$180,945	\$0	\$200,945	\$0	\$0.00
2015	CITY OF ST PAUL	\$20,000	\$0	\$0	\$20,000	\$0	\$0.00

Farm Residence Datasheet			
<b>Type</b>		<b>Heat Type</b>	
<b>Quality / Condition</b>		<b>Foundation</b>	
<b>Arch. Type</b>		<b>Slab Area</b>	
<b>Year Built</b>		<b>Crawl Area</b>	
<b>Actual Age</b>	N/A	<b>Basement Area</b>	sq. ft.
<b>Ext. Wall 1</b>		<b>Min Finish</b>	
<b>Ext. Wall 2</b>		<b>Rec Finish</b>	
<b>Base Area</b>		<b>Part Finish</b>	
<b>Total Area</b>		<b>Bedrooms</b>	
<b>Style 1</b>		<b>Bathrooms</b>	
<b>Style 2</b>		<b>Garage Type</b>	
<b>Roof Type</b>		<b>Garage Area</b>	



Miscellaneous Improvements		
Improvement	Year	Units
BATTING CAGE BLDG		8430
GARAGE/SHOP/RR		3200
CONC DRIVE(TOTAL)		628
(N) STAND/SHELTER		1
(N/M) SHELTER		2
(N/M) DUGOUTS		4
(N/M)BLEACHER/SLAB		2
(S)STAND/BLEACHER		1
(S) DUGOUTS		2
TICKET HUT		1
GREEN BLOCK &SLAB		1
(W) WHITE SHED		1
(N) TICKET STAND		1
CHAINLINK FENCES		1
TENNIS-CRT,CONCRET		16900

Agland Inventory							
Soil Symbol	Soil Name	Land Use	LVG Code	Spot LVG	Value/Acre	Acres	Total Value
850	SITE(EXEMPT PARCEL)	SITE	850		5,000	11.518	57,590
900	ACREAGE HOME SITE	SITE	900		18,000	2	36,000
						Totals	13.518 93,590

Building Permits			
Permit #	Date	Description	Amount
C08-027	05/06/2008	SIGN	500
C08-009	03/05/2008	BATTING CAGES/GROVER CLEVELAND FIELD	
0071C	12/27/2000	NEW RESTROOM	40000

Planning/Zoning

Emergency

Tre

Maneu

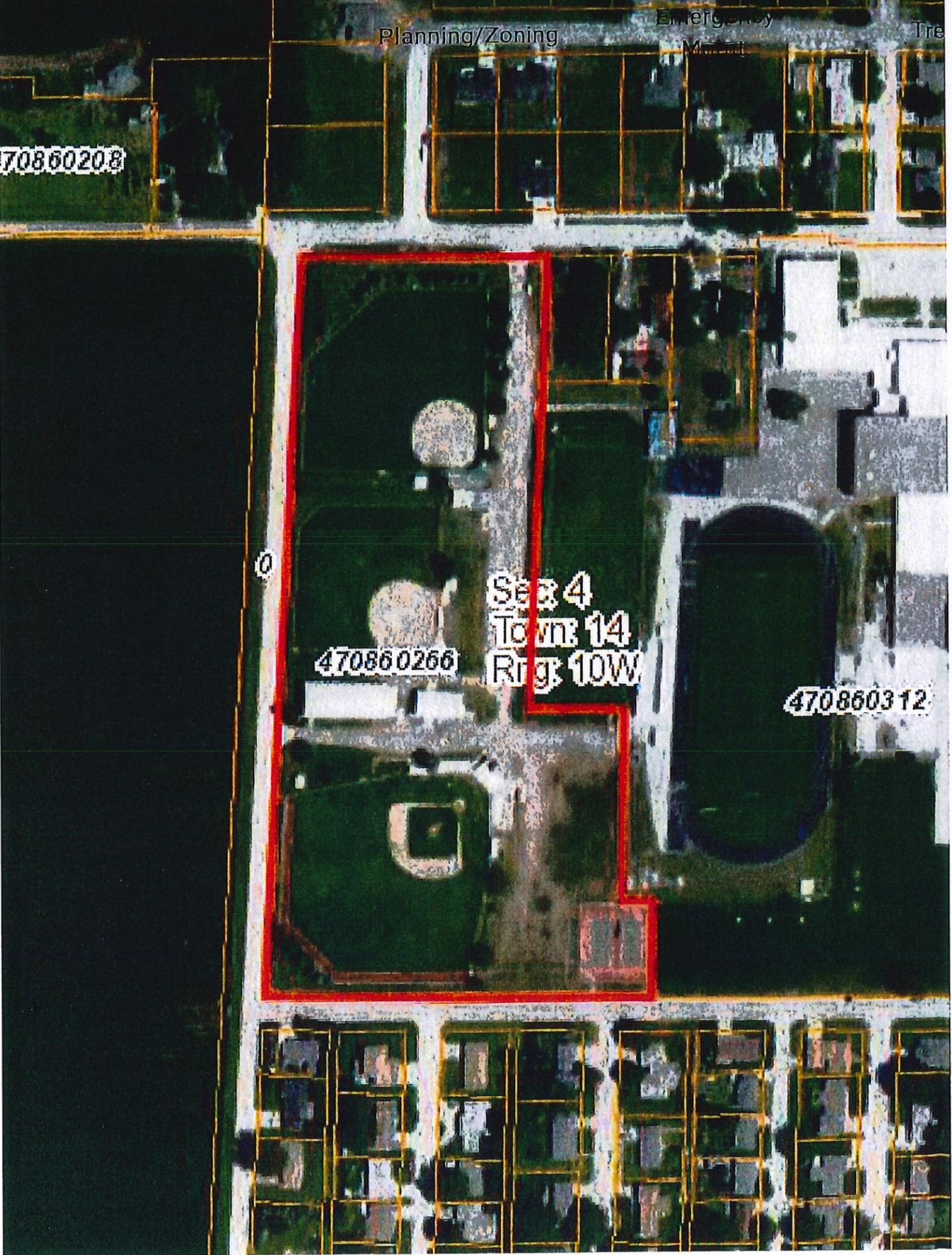
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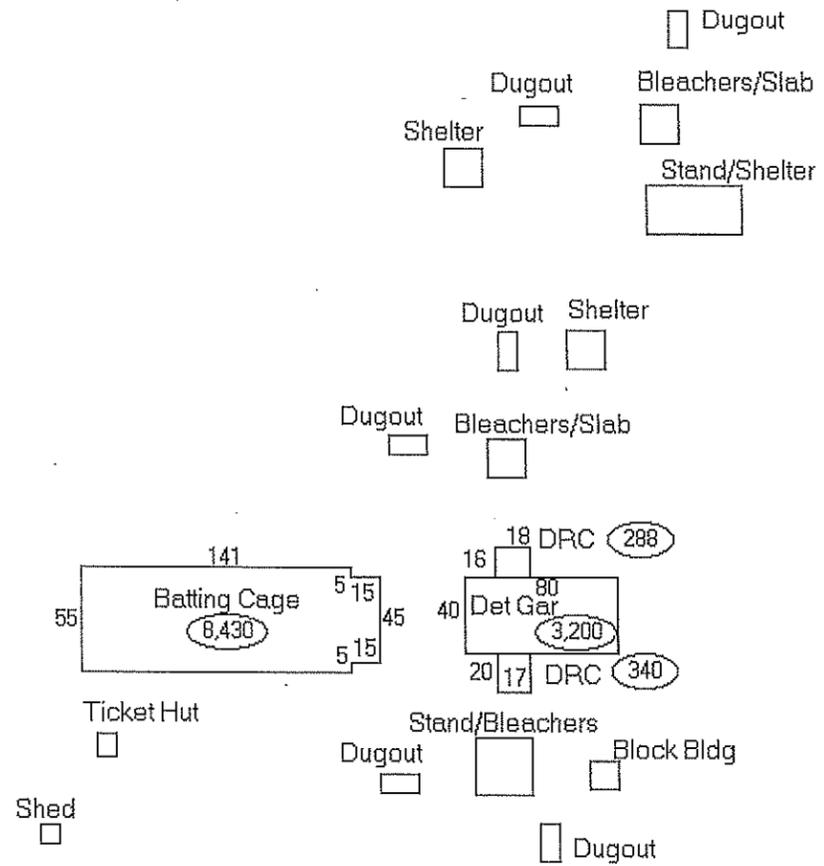
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470860266

Sec 4  
Twp 14  
Rng 10W

470860312







FINAL PLAT  
PAWS SUBDIVISION

(Paul Anderson Wildcats Svoboda)

TO THE CITY OF SAINT PAUL, HOWARD COUNTY, NEBRASKA  
SE1/4, SECTION 4-TOWNSHIP 14 NORTH-RANGE 10 WEST, IN THE CITY OF ST. PAUL, HOWARD COUNTY, NEBRASKA

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF THE SE1/4 OF SECTION 4-T14N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°51'24"E, ALONG THE NORTH LINE OF THE SE1/4, A DISTANCE OF 689.40 FEET; THENCE S00°21'27"W A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF ORD. NO. 981 FILED AUG. 7, 2017; THENCE N85°51'24"E A DISTANCE OF 591.79 FEET; THENCE S00°55'00"E A DISTANCE OF 28.24 FEET; THENCE N89°17'50"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE, A DISTANCE OF 98.38 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF HOWARD AVENUE AND THE NORTHWEST CORNER OF LOT 7, BLOCK 4, MILITARY ADDITION; THENCE N85°21'27"E, ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 68.38 FEET; THENCE S00°41'18"E A DISTANCE OF 125.80 FEET TO A POINT ON THE SOUTH LINE OF LOT 8, SAID BLOCK 4, SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 12.50 FT. ALLEY; THENCE S85°41'32"W, ALONG SAID SOUTH LINE OF BLOCK 4, A DISTANCE OF 71.97 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 4, ALSO BEING SAID EAST LINE OF THE NW1/4, SE1/4; THENCE S00°44'33"W, ALONG SAID EAST LINE OF THE NW1/4, SE1/4, AND ALSO BEING THE WEST LINE OF SAID MILITARY ADDITION, A DISTANCE OF 845.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE EAST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S85°59'39"W A DISTANCE OF 59.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S00°39'50"W, ALONG SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 189.93 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF JACKSON STREET AND THE NORTH RIGHT-OF-WAY LINE OF ELM STREET; THENCE S85°17'53"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET, A DISTANCE OF 1344.92 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE WEST RIGHT-OF-WAY LINE OF TAYLOR STREET; THENCE N01°53'49"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF TAYLOR STREET, A DISTANCE OF 1246.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,695,987.41 SQUARE FEET OR 38.935 ACRES MORE OR LESS OF WHICH 2.362 ACRES ARE DEDICATED RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON September 15<sup>th</sup>, 2017, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

Jesse E. Hurt  
JESSE E. HURT, REGISTERED LAND SURVEYOR NUMBER, LS-874



APPROVAL OF PLANNING AND ZONING COMMISSION

THIS PLAT OF "PAWS SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SAINT PAUL PLANNING AND ZONING COMMISSION ON THIS 11 DAY OF September, 2017.

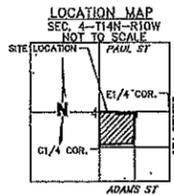
Christy Schmid  
CHAIRPERSON  
Annice K. Bicker  
SECRETARY

CITY OF SAINT PAUL APPROVALS

THIS PLAT OF "PAWS SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SAINT PAUL ON THIS 18 DAY OF Sept, 2017.

Tracy J. Howard  
MAYOR  
Corey Beck  
CITY CLERK

STATE OF NEBRASKA  
HOWARD COUNTY  
FILE FOR RECORD  
MO \_\_\_\_\_ DAY \_\_\_\_\_ 2017  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., RECORDED  
IN BOOK \_\_\_\_\_ OF RECORD PAGE \_\_\_\_\_  
COUNTY CLERK  
BY \_\_\_\_\_



SHEET 2 OF 2

**MOLSSON ASSOCIATES**  
201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 508.284.8750  
FAX 508.284.8752  
PROJECT NO.  
2017-1128 / 2017-1145  
CITY OF ST. PAUL  
ST. PAUL CHOCK SURVEY  
18 ST PAUL, NE

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF SAINT PAUL; COUNTY OF HOWARD SCHOOL DISTRICT NO. 1; AND JACK WALTER MENECKE AND BEVERLY KAY MENECKE (HUSBAND AND WIFE); DAVID K. JOHNSON AND LISA L. JOHNSON (HUSBAND AND WIFE), BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "PAWS SUBDIVISION" IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HOWARD COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND THAT THE FOREGOING SUBDIVIDED LOT IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT WITH THE FREE CONSENT IN WITNESS WHEREOF I HAVE AFFIXED MY SIGNATURE HERETO

Tracy J. Howard 9/18/17 AT St. Paul, NEBRASKA  
TRACY J. HOWARD, MAYOR, CITY OF SAINT PAUL DATE

Marty Mervicka 9-11-17 AT St. Paul, NEBRASKA  
MARTY MERVICKA, PRESIDENT, COUNTY OF HOWARD SCHOOL DISTRICT NO. 1 DATE

Jack Walter Menecke 9/18/17 AT St. Paul, NEBRASKA  
JACK WALTER MENECKE DATE

Beverly Kay Menecke 9-11-17 AT St. Paul, NEBRASKA  
BEVERLY KAY MENECKE DATE

David K. Johnson August 25, 2017 AT Kaunuu, HAWAII  
DAVID K. JOHNSON DATE

Lisa L. Johnson August 25, 2017 AT Kaunuu, HAWAII  
LISA L. JOHNSON DATE

ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF HOWARD ss  
ON THIS 11 DAY OF September, 2017, BEFORE ME Corey J. Beck, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED TRACY J. HOWARD, MAYOR, CITY OF SAINT PAUL, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-21-18  
Corey J. Beck  
NOTARY PUBLIC  
GENERAL NOTARY - State of Nebraska  
COREY J. BECK  
My Comm. Exp. 11/21/18

ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF HOWARD ss  
ON THIS 11 DAY OF August, 2017, BEFORE ME Valerie J. Kullinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED MARTY MERVICKA, PRESIDENT, COUNTY OF HOWARD SCHOOL DISTRICT NO. 1, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-21-18  
Valerie J. Kullinger  
NOTARY PUBLIC  
GENERAL NOTARY - State of Nebraska  
VALERIE J. KULLINGER  
My Comm. Exp. 11/21/18

ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF HOWARD ss  
ON THIS 11 DAY OF September, 2017, BEFORE ME Valerie J. Kullinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JACK WALTER MENECKE, SPOUSE OF BEVERLY KAY MENECKE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-21-18  
Valerie J. Kullinger  
NOTARY PUBLIC  
GENERAL NOTARY - State of Nebraska  
VALERIE J. KULLINGER  
My Comm. Exp. 11/21/18

ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF HOWARD ss  
ON THIS 11 DAY OF September, 2017, BEFORE ME Valerie J. Kullinger, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED BEVERLY KAY MENECKE, SPOUSE OF JACK WALTER MENECKE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT St. Paul, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 11-21-18  
Valerie J. Kullinger  
NOTARY PUBLIC  
GENERAL NOTARY - State of Nebraska  
VALERIE J. KULLINGER  
My Comm. Exp. 11/21/18

ACKNOWLEDGMENT

STATE OF HAWAII  
COUNTY OF HONOLULU ss  
ON THIS 18 DAY OF Sept, 2017, BEFORE ME Tracy J. Howard, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DAVID K. JOHNSON, SPOUSE OF LISA L. JOHNSON, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Kaunuu, HAWAII, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 10-27-2019  
Tracy J. Howard  
NOTARY PUBLIC  
GENERAL NOTARY - State of Hawaii  
TRACY J. HOWARD  
My Comm. Exp. 10/27/19

ACKNOWLEDGMENT

STATE OF HAWAII  
COUNTY OF HONOLULU ss  
ON THIS 18 DAY OF Aug, 2017, BEFORE ME Tracy J. Howard, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED LISA L. JOHNSON, SPOUSE OF DAVID K. JOHNSON, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Kaunuu, HAWAII, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 10-27-2019  
Tracy J. Howard  
NOTARY PUBLIC  
GENERAL NOTARY - State of Hawaii  
TRACY J. HOWARD  
My Comm. Exp. 10/27/19



USER: jimmec

DWG: F:\2017\1001-1500\017-1128-10-Deed\N\SURVEY\SRVY\SHEET\N\_V\_PT\_71128.dwg  
DATE: Aug 15, 2017, 9:25am  
XREFS: V\_XREF\_SPA\_71128

Exhibit "C"

[Attach a copy of the current Rules]

Share: Covid Adult Men's Softball: Management Agreement

# COVID-19

## RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL PRACTICES (Starting June 1)

*Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.*

1. Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
2. Dugout/bench use will not be allowed. Players and their items when not on the field should be lined up against the fence/wall at least six (6) feet apart.
3. Parents must remain in their cars or drop off and pick players up afterwards.
4. Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - A. When protective equipment is needed to be shared, it should be disinfected between players use.
  - B. Coaches are encouraged to rotate equipment when possible.
  - C. Coaches must disinfect shared equipment before and after each practice (or game).
5. Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate
6. Players must bring their own water/beverage and snacks to consume; no shared drinking fountains, coolers or snacks; the use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.

## RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL GAMES (Starting June 18)

7. **Same guidelines apply as for practices.**
8. Use of dugouts/benches are permitted during games only.
  - A. The bleachers located between the dugout and home plate also should be used to spread out players. Players should have designated spots to place their personal items.
  - B. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
9. Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
10. Post-game handshakes or interaction between teams are prohibited.
11. When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
12. The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off the field.
13. **RULES FOR FANS.**
  - A. Fans for upcoming games must remain in their cars during player warm-ups. They will be permitted to come to the field once the team they are there to watch enters the playing area.
  - B. Fan attendance is limited to household members of the players on the team. For outdoor games, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within six (6) feet of the teams' benches or within the area from behind home plate to six (6) feet past the far end of each dugout.
  - C. Games/matches held at a facility that has a capacity of 500 or more individuals (1,000 or more in counties over 500,000 population), shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.

## Outline of Changes to Upcoming DHMs Phase II

### Statewide Changes starting June 1<sup>st</sup>

- **Travel Quarantine**
  - All individuals returning from international travel only will be required to quarantine upon returning to Nebraska for 14 days.
  - The restriction will not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.
  
- **Sports**
  - Team sports have been categorized by contact level (contact, limited-contact, non-contact) based on guidance from the April 2008 American Academy of Pediatrics Classification of Sports According to Contact. These categories will be used for determining the opening of different team sports.
  - Limited and Non-contact team sports including baseball, softball, and volleyball practices may begin June 1<sup>st</sup>.
  - Limited and Non-contact team sports including baseball, softball, and volleyball games may begin June 18<sup>th</sup>.
  - Rodeo events may also begin starting June 1<sup>st</sup>.
  - “June 1<sup>st</sup> Statewide Sports Reopening Guidelines” must be followed for both youth and adults.
    - ◆ Rodeos are permitted to follow Gatherings DHM requirements.
    - ◆ Schools gyms and weight rooms are permitted to follow gyms, fitness centers/clubs, health clubs, and health spas DHM requirements.
  - Contact sports like basketball, tackle football, soccer, wrestling, etc. remain prohibited.

### Starting June 1<sup>st</sup>, the following guidelines apply to all counties except for those located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota)

- **Bars & Restaurants**
  - Restaurants remain open for dine-in and Bars, Bottle Clubs, and Gentlemen’s Clubs can reopen.
    - ◆ Patrons will be required to be seated while on premise unless they are placing an order or using the restroom.
  - Limited to 50% of rated occupancy maximum at a time.
  - Six (6) feet separation between seating of different parties.
  - Six (6) feet of separation between entertainers, performers, dancers, and patrons.
  - Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
  - Food may not be consumed at bar seating.
  - Games such as pool, darts, arcade games, etc. are prohibited.
  
- **Childcare Facilities**
  - Will remain at not more than 15 children per room/space.
    - ◆ All other state provisions, statutes, and regulations, including child to staff ratios, still apply.



- **Gatherings**

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
  - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
    - > Groups shall be no larger than six (6) individuals.
    - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30<sup>th</sup> and may be extended.
  - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
  - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

- **Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

- **Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
  - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

- **Wedding & Funeral Reception Venues**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
- Self-serve buffets and salad bars are prohibited. Venue staff must serve food directly to all individuals.
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

**Starting June 1<sup>st</sup>, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements**



## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

### June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



## COVID-19: Participants Agreement for Sports or Other Recreational Activities

### Adult Men's Softball Team Waiver

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name (Player, Coach, Official, or Other Participant): \_\_\_\_\_

Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Age of Participant \_\_\_\_\_

If Participant is 18 years of age or older, only Participant must sign. **If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.**

#### ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property and/or public facilities of any Municipality and participating in or viewing adult and/or youth games, practices, or other group recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other group recreational activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

#### COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, or official ("Participant") being allowed to participate in adult and/or youth team sports or other group recreational activities on municipal property and/or public facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE every city or village (hereinafter, **Municipality**) on whose property and/or public facilities Participant participates in any adult and/or youth games, practices, or other group recreational activities, together with each such **Municipality's** mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of any such **Municipality**, participating in or viewing any such game, practice, or other group recreational activity, or other use of public facilities on the property of any such **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the game, practice, or other group recreational activity, or whether liability for such injury,

sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property and/or public facilities of any such **Municipality** in connection with any game, practice, or other group recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
  
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other group recreational activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

\_\_\_\_\_  
Signature of Participant  
(If 18 Years Old or Older)

\_\_\_\_\_  
Print Clearly or Type Name of Participant

\_\_\_\_\_  
Signature of Parent  
(If Participant is 17 Years Old or Younger)

\_\_\_\_\_  
Print Clearly or Type Name of Parent

\_\_\_\_\_  
Signature of Legal Guardian (If Applicable)  
4842-4390-9309, v. 2

\_\_\_\_\_  
Print Clearly or Type Name of Legal Guardian

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

Sons of the American Legion Carl Morgesen

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

804 Howard Avenue St. Paul Nebraska 68873

Retail Liquor License Address or Non-Profit Business Address

47-6024837

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): July 11, 2020 Saturday

Event Start Time(s): 4:00pm

Event End Time(s): 1:00 am

**\*\*\*With the stipulation of meeting  
ALL Directive Health Measures  
(DHM) and Social Distancing  
Guidelines**

Alternate Date: NA

Alternate Location Building & Address: NA

Event Building Name: NA

Event Street Address/City: Howard Avenue between 6th Street & 7th Street

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_

Outdoor area to be licensed in length & width: 75' X 240' (Diagram Form #109 must be attached)

Type of Event: GCA Street Event Estimate # of attendees: 1500

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

Event Contact Name: Catey Sack Event Contact Phone Number: 402-309-9935

Event Contact Email: [intheblack715@gmail.com](mailto:intheblack715@gmail.com)

\*Signature Authorized Representative:  Printed Name Catey Sack

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

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

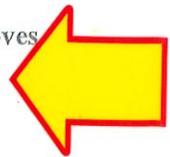
**Identification will be checked,  
along with wristbands being  
utilized for underage drinking.**

**Local Governing Body completes below:**

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

Local Governing Body Authorized Signature

Date



Caterers must have a valid Nebraska Liquor Control Commission license, including a Special Designated License (SDL). **MINORS ABSOLUTELY WILL NOT BE SERVED ALCOHOLIC BEVERAGES.** All caterers shall be solely and completely responsible for the liquor permit and any resulting violations.

The CITY OF ST. PAUL will assume NO responsibility for problems, legal or otherwise, which could result from consuming alcoholic beverages in the City Limits of the CITY OF ST. PAUL.

**Insurance Requirements:** Anyone serving liquor in the City Limits of the CITY OF ST. PAUL is required to have at least One Million Dollars (\$1,000,000.00) in general liability insurance. The CITY OF ST. PAUL must be listed as an Additional Insured. They must also have liquor liability insurance in an amount of at least \$1,000,000 per occurrence / \$2,000,000 aggregate. Proof of insurance must be provided prior to the City Council meeting for approval of the Special Designated License (SDL).

### AGREEMENT OF ALCOHOL CATERER

EVENT: GCA Days Street Event DATE: 7-11-2020 Saturday

The undersigned acknowledges that it will be the CATERER of alcoholic beverages in the City Limits of the CITY OF ST. PAUL.

1. CATERER shall follow all laws and rules regarding the provision of alcoholic beverages within the City Limits of the CITY OF ST. PAUL.
2. CATERER has a general liability insurance policy in effect in an amount not less than \$1,000,000.00. CATERER must list the CITY OF ST. PAUL as an Additional Insured on said policy. CATERER also has a liquor liability policy in effect in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. CATERER must provide CITY proof of said insurance for catering alcohol in the City Limits of the CITY OF ST. PAUL.
3. All responsibilities for damages or problems, legal or otherwise, which might result from providing alcoholic beverages in the City Limits of the CITY OF ST. PAUL, shall be assumed by CATERER and CATERER agrees to hold the CITY harmless from any liability and indemnify the CITY OF ST. PAUL for any costs incurred arising from CATERER's services in the City Limits of the CITY OF ST. PAUL.
4. It is agreed that the terms of this agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives, and assigns.
5. If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

CITY OF ST. PAUL, NEBRASKA

DATE: Mar 26 2020

BY: [Signature]  
City of St. Paul Designated Agent

CATERER NAME: Cathy Salk GCA Day Conv

DATE: \_\_\_\_\_

BY: [Signature]  
Authorized Agent of Caterer

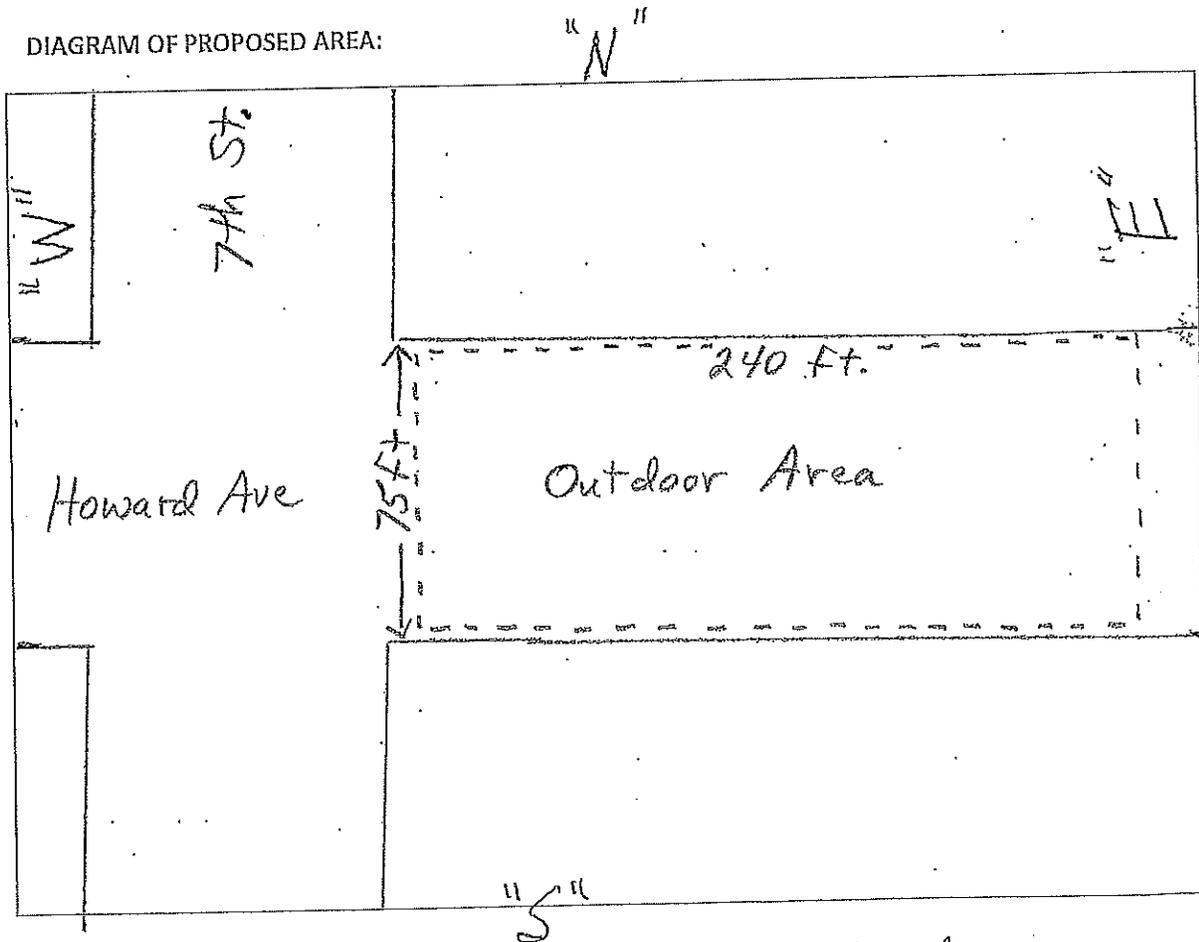
# OUTDOOR AREA DIAGRAM

Hiring own Security guards

HOW AREA WILL BE PATROLLED Multiple security guards in and around area

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

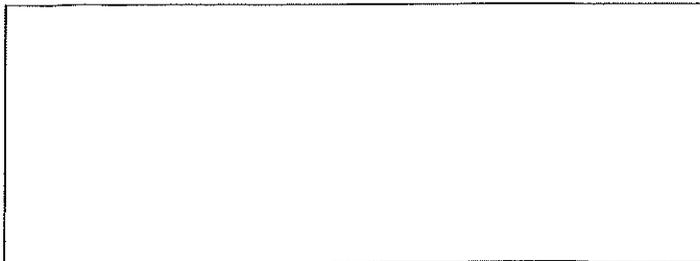
DIAGRAM OF PROPOSED AREA:



Temporary panels will be utilized on all sides for this event.

**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

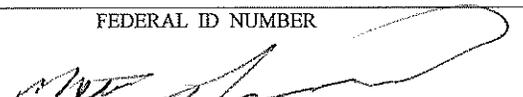
I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

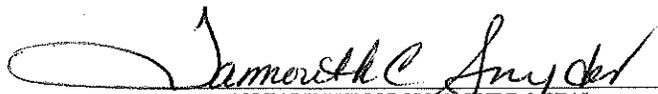
Sons of the American Legion Carl Morgesen #119  
NAME OF CORPORATION

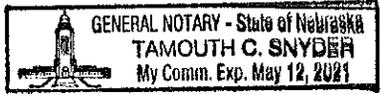
47-6024837  
FEDERAL ID NUMBER

  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT; IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 3<sup>rd</sup> DAY OF Feb 7, 2020

  
NOTARY PUBLIC SIGNATURE & SEAL



- **Gatherings**

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
  - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
    - > Groups shall be no larger than six (6) individuals.
    - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30<sup>th</sup> and may be extended.
  - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
  - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

- **Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

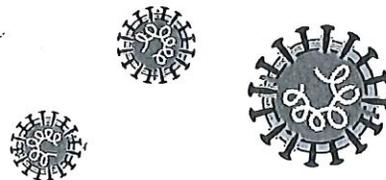
- **Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
  - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

- **Wedding & Funeral Reception Venues**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
- Self-serve buffets and salad bars are prohibited. Venue staff must serve food directly to all individuals.
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

***Starting June 1<sup>st</sup>, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements***



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL EVENT LIQUOR LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE

\$ 1,000,000

EACH COMMON CAUSE LIMIT

\$ 1,000,000

AGGREGATE LIMIT

\$ 250

DEDUCTIBLE EACH COMMON CAUSE

- A. The following is added to **Section I - Coverages**:

### COVERAGE - LIQUOR LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies if liability for such "bodily injury" or "property damage" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "bodily injury" or "property damage" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is

covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" or "property damage" only if:

- (1) The "bodily injury" or "property damage" occurs during the policy period in the "coverage territory"; and
- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of a "bodily injury" or "property damage" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of a "bodily injury" or "property damage" or claim, includes

any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of a "bodily injury" or "property damage" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### c. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

### d. Liquor License Not In Effect

"Bodily injury" or "property damage" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

### e. Your Product

"Bodily injury" or "property damage" arising out of "your product". This exclusion does not apply to "bodily injury" or "property damage" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

### f. Other Insurance

Any "bodily injury" or "property damage" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "bodily injury" or "property damage" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

### g. War

"Bodily injury" or "property damage" however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **h. Assault or Battery**

"Bodily injury" or "property damage" caused by or arising out of:

- (1) An actual or threatened assault or battery whether caused by or at the instigation or direction of any insured, their employees, patrons or any other person;
- (2) The failure of any insured or anyone else for whom any insured is legally responsible to prevent or suppress assault or battery; or
- (3) The negligent:
  - (a) Employment;
  - (b) Investigation or reporting or failure to report any assault or battery to proper authorities;
  - (c) Supervision;
  - (d) Training;
  - (e) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph a. above.

For the purpose of this exclusion the words assault and battery are intended to include, but are not limited to, sexual assault.

#### **i. Punitive or Exemplary Damages**

Any claim of indemnification for punitive or exemplary damages. If a suit is brought against any insured for a claim covered by this Coverage Part, seeking both compensatory and punitive or exemplary damages, we will provide a defense to such action. However, we will not have an obligation to pay for any costs, interest, or damages, attributable to punitive or exemplary damages. If state law provides for statutory multiple damage awards, we will pay only the amount of the award before the multiplier is added.

### **SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

#### **B. For purposes of this endorsement, Section II - Who Is An insured is replaced by the following:**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a) or (b) above.

(2) "Property damage" to property:

- (a) Owned or occupied by, or
- (b) Rented or loaned

to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).

- b. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Endorsement.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

C. For purposes of this endorsement, Section III - Limits of Insurance is replaced by the following:

1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all "bodily injury" or "property damage" as the result of the selling, serving or furnishing of alcoholic beverages.
3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "bodily injury" or "property damage" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

D. For purposes of this endorsement, Condition 4. Other Insurance of the Conditions Section IV is deleted and replaced by the following:

**Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Endorsement, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

**b. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**E. Deductible**

1. Our obligation under the Liquor Liability Coverage to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverage.
2. The terms of this insurance, including those with respect to:

- a. Our right and duty to defend the insured against any "suits" seeking those damages; and
- b. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

3. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**F.** For purposes of this endorsement, Definition 3. Bodily Injury and 17. Property Damage of the Definitions Section V are deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time, including damages for care, loss of services or loss of support.

13. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

**CSU Producer Resources, Inc.**  
 A subsidiary of Cincinnati Financial Corporation  
 P.O. Box 145496, Cincinnati, OH 45250-5496  
 513-870-2000

**Date:** 03/12/2020  
**To:** Universal Group, Ltd  
 2625 S. 140th St.  
 Omaha NE 68144-2338  
 26-011  
**From:** Karen Walsh

7-11 & 7-12-20  
 Liquor Liab.  
 (Garnett)

**RE:** Sons of the American Legion Carl Morgesen

**Quote number:** 406781356

**QUOTATION**

We are pleased to present a quote for this risk. This quote is based on the information you submitted, however the terms and conditions may differ from what was requested. Please review carefully.

Coverage to be provided by The Cincinnati Specialty Underwriters Insurance Company, an approved non-admitted company.

**Proposed Policy Period:** From: 07/11/2020 To: 07/12/2020

**Quote Expiration:** 08/10/2020

**Description of Operations:** Special Event

**Coverage:**

**Retroactive Date:** NONE

Special Event Liability - OCCURRENCE

Limits of Insurance	
Each Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Expense	\$1,000
Personal & Advertising Injury	\$1,000,000
General Aggregate other than Completed Operations	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Deductible	Per Claim
Combined BI and PD	\$250

**Payment Options:** CSU offers both Agency Bill and Direct Bill payment methods. Listed below are the payment methods available to the insured.

Surplus  
 Line  
 CSU underwriter

Re: Sons of the American Legion Carl Morgesen

**Agency Bill:**

Premium:	
Special Event Deposit Premium	\$ N/A
Flat Premium	\$ 1,100.00
Terrorism Risk Insurance Act	\$ 17.00
Broker Fee	\$ 35.00
Surplus Lines Tax	\$ 34.56
Stamping Fee	\$ N/A
Other Taxes or Fees	\$ N/A
<b>TOTAL</b>	<b>\$ 1,186.56</b>

**Direct Bill:**

	<b>Annual</b>
Special Event Deposit Premium	\$ N/A
Flat Premium	\$ 1,100.00
Terrorism Risk Insurance Act	\$ 17.00
Broker Fee	\$ 35.00
Surplus Lines Tax	\$ 34.56
Stamping Fee	\$ N/A
Other Taxes or Fees	\$ N/A
<b>TOTAL</b>	<b>\$ 1,186.56</b>

<b>Down-Payment*</b>	<b>\$ 1,186.56</b>
----------------------	--------------------

\*Down-Payment includes any fully earned or flat premiums, Broker Fee (where applicable), and all Surplus Lines Tax and other state specific taxes or fees. Depending on the bind request date or length of the policy term, the down-payment may include premiums from subsequent installments.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION FOR LIQUOR LIABILITY**

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE ENDORSEMENT - COMMERCIAL GENERAL LIABILITY COVERAGE  
PART

**SCHEDULE**

**Name of Person or Organization:**

City of St. Paul Nebraska 704 6th St Saint Paul, NE 68873

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability caused by, in whole or in part, your operations, if such liability is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

**B. SECTION IV - LIQUOR LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any insurance provided by this endorsement will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary.

**Provisions applicable to premium:**

- A. Premium is subject to annual audit:**  Yes  No
- B. Agency Bill Payment Terms:** Premium is payable in full on the 15th of the month following the statement month. If payment is not received by the 15th of the month following the statement month, coverage will be cancelled and may not be reinstated or may not be reinstated at the same terms and conditions. If premium is financed and the finance company requests the company to cancel coverage, the company will honor that request. If the finance company subsequently requests the company to reinstate coverage, the company, at its sole discretion, may not reinstate coverage or may reinstate coverage with a gap in coverage terms or conditions.
- C. Direct Bill Payment Terms:** Payor is responsible for submitting the down-payment and any subsequent installment reflected on the billing invoice within 22 days from the invoice date. Subsequent installments are subject to change based on policy changes and/or billing charges. Please refer to Billing Invoice for future installments.
- D. Direct Bill Billing Charge:** The following billing charges vary by state and may apply up to \$25 per infraction: Non-Sufficient Funds (NSF) Charge, Rescission Charge, and/or Late Charge. Please refer to the Disclosure of Direct Bill Charges form included with your invoice for more information.
- E. Minimum Earned Premium at Inception: 100%**  
Minimum earned premium is the minimum amount to be retained as premium if coverage is cancelled at the insured's request after coverage is bound with the company.
- F. Minimum Premium** is the lowest amount to be retained for the policy period. Minimum premium is equal to 100% of the deposit premium.
- G. Flat Premium:** Any premium shown as a flat is fully earned and is not subject to the minimum earned premium.
- H. Broker Fee:** The broker fee is considered a flat charge and fully earned and is not subject to the minimum earned premium.

**Forms and Endorsements:**

Refer to Forms and Endorsements Schedule CSIA406

**Standard Terms and Conditions:**

1. In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
2. Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.
3. Commission: 15 %

**Additional Terms and Conditions and Remarks:**

**Authority to Issue Certificates of Insurance:**

After coverage is bound with our prior approval, you may issue **unmodified** ACORD Certificates of Insurance with an accurate representation of the coverage form and endorsements applicable to the policy at the time you issue the Certificate. No modification to the ACORD Certificate of Insurance is allowed without prior written approval from the company.

Certificates of Insurance do not amend, extend or alter policy coverage, terms or conditions in any manner. Changes to the policy are permitted only with prior written approval by the company.

## DISCLOSURE NOTICE OF TERRORISM INSURANCE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act.

### Certified Act of Terrorism

As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

### Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for acts of terrorism certified under that Act.

The portion of your premium attributable to coverage for acts of terrorism certified under the Act is Excluded plus applicable taxes and fees. This amount does not include any charges for the portion of losses covered by the United States government.

## REJECTION OF TERRORISM INSURANCE COVERAGE

You may choose to reject this offer of coverage for losses resulting from acts of terrorism as defined in the Act by signing the statement below and returning it to your insurance producer.

**Coverage Rejection** - I hereby reject the offer to purchase coverage for certified acts of terrorism as defined in the Act. I understand that I will have no coverage for losses resulting from such acts of terrorism.

\_\_\_\_\_  
Authorized Signature by Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
The Cincinnati Specialty Underwriters Insurance Company Policy Number

# Forms and Endorsements Schedule

**POLICY NUMBER:**

**POLICY EFFECTIVE DATE:** 07/11/2020

**NAMED INSURED:** Sons of the American Legion Carl Morgesen

## FORMS APPLICABLE

### Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations  
CSIA409 (01/08) Named Insured Schedule  
CSIA410 (03/08) Notice to Policyholders  
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism  
CSIA448 (01/15) Policyholder Notice Terrorism Insurance Coverage  
CSIA403 (11/17) Special Provisions - Premium  
CSIA404 (08/07) Service of Suit

### Forms Applicable - Commercial General Liability

CSGA501 (04/08) Commercial General Liability Coverage Part Declarations  
CSGA403 (10/07) Liability Premises Schedule  
CSGA408 (04/08) Commercial General Liability Classification and Premium Schedule  
CG0001TOC (04/13) Commercial General Liability Coverage Form Table of Contents  
CG0001 (04/13) Commercial General Liability Coverage Form  
CSGA401TOC (02/13) Changes to Commercial General Liability Coverage Form Table of Contents  
CSGA401 (02/13) Changes to Commercial General Liability Coverage Form  
CSGA4015 (12/11) Limitation of Coverage to Designated Operations  
CSGA212 (12/11) Special Event Liquor Liability Coverage Endorsement  
CSGA221 (06/18) Deductible Liability Insurance  
CSGA3131 (09/12) Golf Carts and Golf Mobiles Exclusion - Special Event  
CSGA4069 (09/12) Limitations of Coverage - Contractors Vendors Exhibitors or Concessionaires - Special Event  
IL0003 (08/07) Calculation of Premium  
CSGA386 (12/11) Special Event Exclusion - Injury to Performer or Crew

# Forms and Endorsements Schedule

**POLICY NUMBER:**

**POLICY EFFECTIVE DATE:** 07/11/2020

**NAMED INSURED:** Sons of the American Legion Carl Morgesen

## FORMS APPLICABLE

### Forms Applicable - Commercial General Liability

CSGA387 (12/11)	Special Event Exclusion - Mechanical Bull
CSGA388 (12/11)	Special Event Exclusion - Injury to Volunteer Workers
CSGA389 (12/11)	Special Event Exclusion - Animal Bite
CSGA391 (12/11)	Special Event Exclusion - Abuse or Molestation
CSGA392 (12/11)	Special Event Exclusion - Amendment of Liquor Liability
CSGA393 (12/11)	Special Event Exclusion - Communicable Disease Contagious Disease or Infectious Disease
CSGA394 (03/16)	Special Event Exclusion - Assault or Battery
CSGA396 (12/11)	Special Event Exclusion - Amusement Ride or Device
CSGA398 (12/11)	Special Event Exclusion - Fireworks or Pyrotechnics
CSGA399 (12/11)	Special Event Exclusion - Silica or Silica-Related Dust
CSGA4023 (12/11)	Special Event - Amendment of Insured Contract Definition
CSGA395 (10/12)	Special Event Exclusion - Participants and Contestants
CSGA390 (03/16)	SPECIAL EVENT EXCLUSION - ALL-TERRAIN VEHICLES UTILITY TERRAIN VEHICLES SNOWMOBILES OR OTHER RECREAT
CSGA397 (04/19)	Special Event Exclusion - Firearms or Ammunition
CSGA418 (06/08)	Amendment of Pollutants Definition
CSGA361 (06/08)	Exclusion - Fungi or Bacteria
CSGA439 (11/08)	Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
CG2147 (12/07)	Employment-Related Practices Exclusion
CG2149 (09/99)	Total Pollution Exclusion Endorsement
CSGA4017 (12/11)	Additional Insured - Designated Person or Organization for Liquor Liability
IL0017 (11/98)	Common Policy Conditions
IL0021 (05/02)	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CSLL348 (01/08)	Limitation - No Stacking of Limits of Insurance

# Commercial General Liability Premises Schedule

POLICY NUMBER:

POLICY EFFECTIVE DATE: 07/11/2020

if Supplemental  
Declarations Is Attached

NAMED INSURED: Sons of the American Legion Carl Morgesen

LOC.

ADDRESS

1 6th Block of HOWARD AVE Outside  
SAINT PAUL NE 68873

SPECIMEN

# Commercial General Liability Classification and Premium Schedule

**POLICY NUMBER:**

**POLICY EFFECTIVE DATE:** 07/11/2020

**NAMED INSURED:** Sons of the American Legion Carl Morgesen

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE			DEPOSIT PREMIUM		
				Premises Operations and All Other	Products/ Completed Operations	Premises Operations and All Other	Products/ Completed Operations		
1	Special Event - In Program Optional Liquor Liability	20000	U			\$600		Incl	
						\$500		Incl	

# AGENDA ITEM REQUEST FORM

Anyone wishing to offer comments or concerns about city matters, or who wants to have an item placed on the City Council agenda must complete this form. The completed form must be submitted to the City Clerk, City of St. Paul, 704 6<sup>th</sup> Street, St. Paul, NE 68873 no later than Noon on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, the deadline is noon on the previous day. The City Council generally meets at 7:00 p.m. on the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month.

City Council Meeting Date: Monday, June 1, 2020

**\*\*\*Request to Close Street\*\*\***

Requested Agenda Item: Discuss - Approve / Deny utilizing the street  
on 5th Street between Howard Avenue and Grand Street for the Loup

River Distilling Golf Tournament Steak Feed. Request to Close Street.

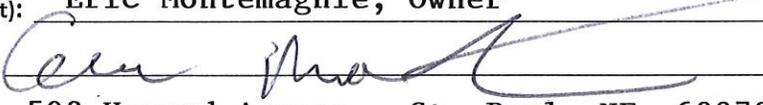
Please state your comment or concern (please be specific, providing documentation if available):

Loup River Distilling is requesting to close the street on  
5th Street between Howard Avenue and Grand Street (barricades) regarding  
A GOLF TOURNAMENT on Saturday, June 13, 2020 from 4:00 p.m. to  
10:00 p.m.

What action do you want the City Council to take? Look in favor.

Will this project/item require City funding? YES \_\_\_ NO XXX If so, how much? \_\_\_\_\_

Name (please print): Eric Montemagnie, Owner

Name (signature): 

Address: 503 Howard Avenue St. Paul, NE 68873

Phone Number: (308)750-3593

Go thru Health Board before any event outside Loup Basin (application) #not necessary - less than 500 persons

For City Official Use Only

Added to City Council Agenda. Date of City Council meeting: \_\_\_\_\_

Referred to City Council Committee for Recommendation

City Council Action Taken: \_\_\_\_\_

City Funds Authorized: \_\_\_\_\_

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

Loup River Distilling (Eric & Maria Montemagni)

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

503 Howard Avenue St. Paul, Nebraska 68873

Retail Liquor License Address or Non-Profit Business Address

Class ZK #121705 and Class C #121866

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): June 13, 2020 Saturday

Event Start Time(s): 4:00 p.m.

Event End Time(s): 10:00 p.m.

Alternate Date: N/A

**\*\*\*With the stipulation of meeting  
ALL Directive Health Measures  
(DHM) and Social Distancing  
Guidelines**

Alternate Location Building & Address: N/A

Event Building Name: Loup River Distilling

Event Street Address/City: 503 Howard Avenue St. Paul, Nebraska 68873 and/or 5th Street between Howard Avenue and Grand Street

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_

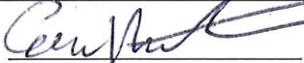
Outdoor area to be licensed in length & width: 50 X 50 (Diagram Form #109 must be attached)

Type of Event: Loup River Distilling Golf Tournament Estimate # of attendees: 80

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

Event Contact Name: Eric Montemagni Event Contact Phone Number: 308/750-3593

Event Contact Email: eric@loupriverdistilling.net

\*Signature Authorized Representative:  Printed Name Eric Montemagni, Owner

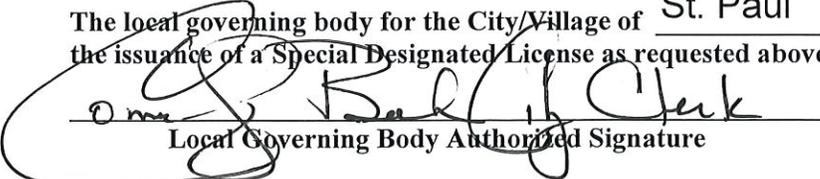
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I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

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

**\*\*\*Identification will be checked,  
along with wristbands being  
utilized for underage drinking.**

Local Governing Body completes below:

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

 Local Governing Body Authorized Signature Date 5-28-20

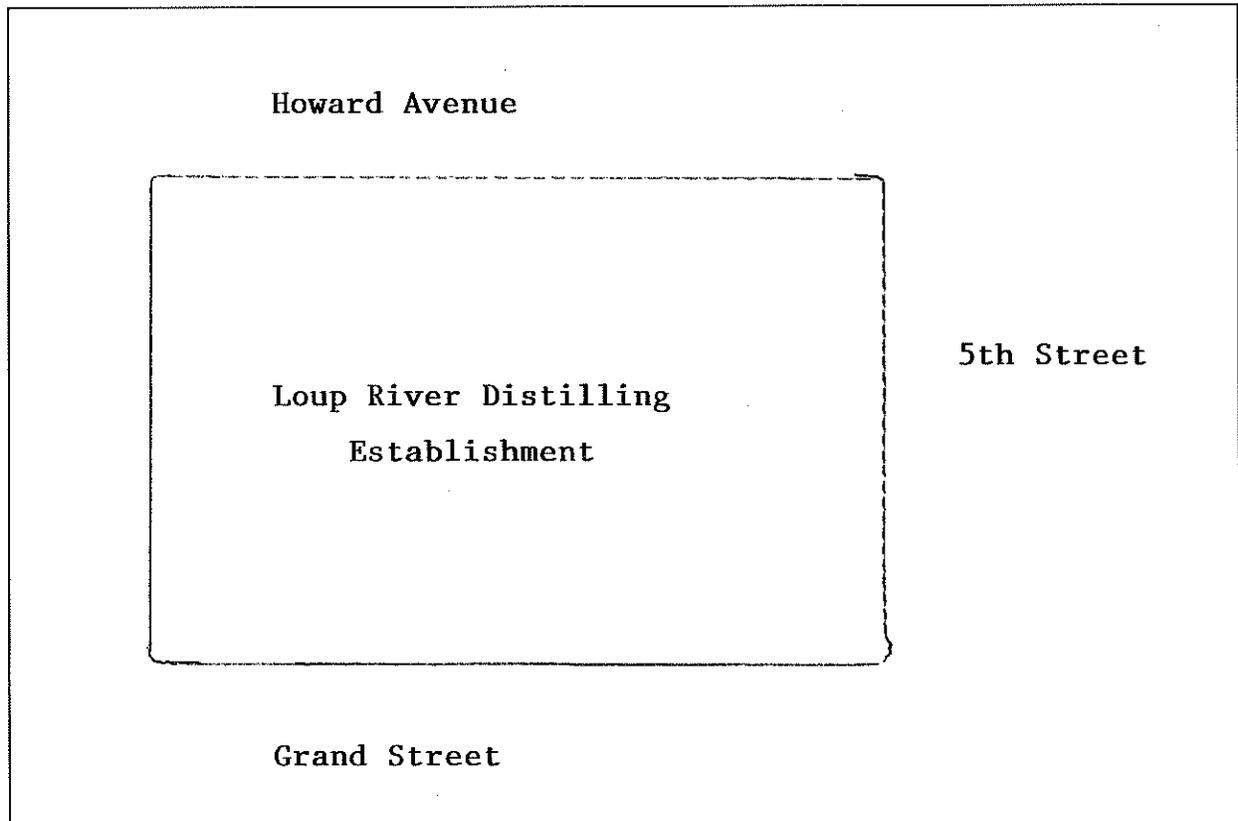
MSP.  
5-28-20

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED City of St. Paul Local Police Department

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Caterers must have a valid Nebraska Liquor Control Commission license, including a Special Designated License (SDL). **MINORS ABSOLUTELY WILL NOT BE SERVED ALCOHOLIC BEVERAGES.** All caterers shall be solely and completely responsible for the liquor permit and any resulting violations.

The CITY OF ST. PAUL will assume NO responsibility for problems, legal or otherwise, which could result from consuming alcoholic beverages in the City Limits of the CITY OF ST. PAUL.

**Insurance Requirements:** Anyone serving liquor in the City Limits of the CITY OF ST. PAUL is required to have at least One Million Dollars (\$1,000,000.00) in general liability insurance. The CITY OF ST. PAUL must be listed as an Additional Insured. They must also have liquor liability insurance in an amount of at least \$1,000,000 per occurrence / \$2,000,000 aggregate. Proof of insurance must be provided prior to the City Council meeting for approval of the Special Designated License (SDL).

### AGREEMENT OF ALCOHOL CATERER

EVENT: Loap River Distilling Golf Tournament DATE: 6-13-20

The undersigned acknowledges that it will be the CATERER of alcoholic beverages in the City Limits of the CITY OF ST. PAUL.

1. CATERER shall follow all laws and rules regarding the provision of alcoholic beverages within the City Limits of the CITY OF ST. PAUL.
2. CATERER has a general liability insurance policy in effect in an amount not less than \$1,000,000.00. CATERER must list the CITY OF ST. PAUL as an Additional Insured on said policy. CATERER also has a liquor liability policy in effect in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. CATERER must provide CITY proof of said insurance for catering alcohol in the City Limits of the CITY OF ST. PAUL.
3. All responsibilities for damages or problems, legal or otherwise, which might result from providing alcoholic beverages in the City Limits of the CITY OF ST. PAUL, shall be assumed by CATERER and CATERER agrees to hold the CITY harmless from any liability and indemnify the CITY OF ST. PAUL for any costs incurred arising from CATERER's services in the City Limits of the CITY OF ST. PAUL.
4. It is agreed that the terms of this agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives, and assigns.
5. If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

CITY OF ST. PAUL, NEBRASKA

DATE: 5-26-20

BY: [Signature]  
City of St. Paul Designated Agent

CATERER NAME: Loap River Distilling

DATE: 5-26-20

BY: [Signature]  
Authorized Agent of Caterer



**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

Loup River Distilling (Eric & Maria Montemagni)

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

503 Howard Avenue St. Paul, Nebraska 68873

Retail Liquor License Address or Non-Profit Business Address

Class ZK #121705 and Class C #121866

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): June 13, 2020 Saturday

Event Start Time(s): 4:00 p.m.

Event End Time(s): 10:00 p.m.

Alternate Date: N/A

**\*\*\*With the stipulation of meeting  
ALL Directive Health Measures  
(DHM) and Social Distancing  
Guidelines**

Alternate Location Building & Address: N/A

Event Building Name: Loup River Distilling

Event Street Address/City: 503 Howard Avenue St. Paul, Nebraska 68873 and/or 5th Street between Howard Avenue and Grand Street

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_

Outdoor area to be licensed in length & width: 50 X 50 (Diagram Form #109 must be attached)

Type of Event: Loup River Distilling Golf Tournament Estimate # of attendees: 80

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

Event Contact Name: Eric Montemagni Event Contact Phone Number: 308/750-3593

Event Contact Email: eric@loupriverdistilling.net

\*Signature Authorized Representative:  Printed Name Eric Montemagni, Owner

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

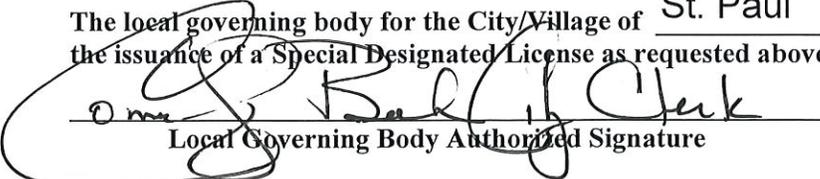
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along with wristbands being  
utilized for underage drinking.**

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The local governing body for the City/Village of St. Paul OR County of \_\_\_\_\_ approves  
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Local Governing Body Authorized Signature

5-28-20  
Date

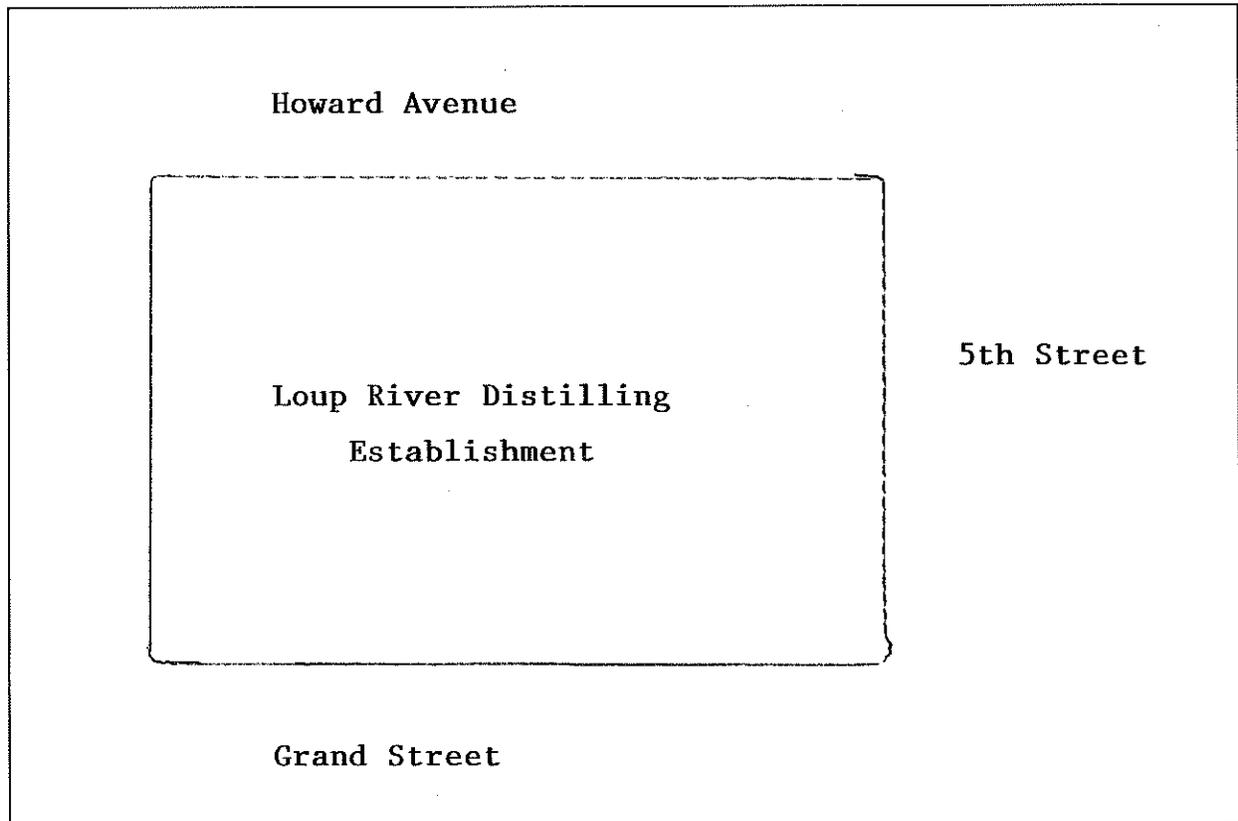
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CITY OF ST. PAUL, NEBRASKA

DATE: 5-26-20

BY: [Signature]  
City of St. Paul Designated Agent

CATERER NAME: Loap River Distilling

DATE: 5-26-20

BY: [Signature]  
Authorized Agent of Caterer



CERTIFICATE OF PAYMENT: 4



Date of Issuance: May 27, 2020

Project: St. Paul Paying-Improvements - 2019

Project No.: 018-3348

Contractor: The Diamond Engineering Company

DETAILED ESTIMATE		
Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: The Diamond Engineering Company		

Value of Work Completed This Request: \$76,180.00

Original Contract Cost: \$974,866.10  
 Approved Change Orders:  
 No. 1 \$60,776.00  
 No. 2 \$0.00  
 No. 3 \$0.00

Total Contract Cost: \$1,035,642.10

Value of completed work and materials stored to date ..... \$418,904.30  
 Less retainage percentage 10% ..... \$41,890.43  
 Net amount due including this estimate ..... \$377,013.87  
 Less: Estimates previously approved:

No. 1 <u>\$42,053.40</u>	No. 3 <u>\$128,966.58</u>	No. 5 <u>\$0.00</u>
No. 2 <u>\$137,431.89</u>	No. 4 <u>\$0.00</u>	No. 6 <u>\$0.00</u>

Total Previous Estimates: \$308,451.87

NET AMOUNT DUE THIS ESTIMATE: \$68,562.00

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of St. Paul, Nebraska  
 The Diamond Engineering Company  
 Project File

OLSSON

By: B. J. Frick



Pay App.  
4

Project: St. Paul Paving Improvements - 2019  
Contractor: The Diamond Engineering Company

Project #: 018-3348  
Date: 5/27/2020

ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN HOLD)	TOTAL QUANTITY TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
						Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period						
Bid Section A - Howard Avenue															
1	Mobilization/Demobilization	L.S.	1	\$26,000.00	\$26,000.00	0.00	\$15,600.00	0.00	\$0.00	0.00	\$15,600.00	60%	\$10,400.00	\$1,600.00	
2	Remove Concrete Pavement	S.Y.	7160	\$5.85	\$41,086.00	6,640.00	\$38,844.00	420.00	\$2,457.00	7,060.00	\$41,301.00	99%	\$585.00	\$4,130.10	
3	Remove Concrete Driveway	S.Y.	662	\$5.85	\$3,872.70	662.00	\$3,872.70	0.00	\$0.00	662.00	\$3,872.70	100%	\$0.00	\$387.27	
4	Remove Concrete Sidewalk	S.F.	6979	\$1.20	\$8,374.80	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$8,374.80	\$0.00	
5	Remove Brick Sidewalk	S.F.	398	\$1.20	\$477.60	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$477.60	\$0.00	
6	Remove Storm Sewer Pipe	L.F.	66	\$14.00	\$924.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$924.00	\$0.00	
7	Remove Curb Inlet	EA.	2	\$330.00	\$660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$660.00	\$0.00	
8	Remove Storm Sewer Manhole	EA.	1	\$330.00	\$330.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$330.00	\$0.00	
9	Remove and Reset Mailbox	EA.	6	\$115.00	\$690.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$690.00	\$0.00	
10	Remove and Reset Street Sign	EA.	13	\$80.00	\$1,040.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,040.00	\$0.00	
11	Remove Tree	EA.	5	\$800.00	\$4,000.00	6.00	\$4,800.00	0.00	\$0.00	6.00	\$4,800.00	120%	(\$800.00)	\$480.00	
12	Remove Sanitary Service	L.F.	781	\$3.00	\$2,343.00	0.00	\$0.00	477.00	\$1,431.00	477.00	\$1,431.00	61%	\$912.00	\$143.10	
13	Remove Sanitary Sewer Manhole	EA.	5	\$330.00	\$1,650.00	1.00	\$330.00	1.00	\$330.00	2.00	\$660.00	40%	\$990.00	\$66.00	
14	Remove Water Service	L.F.	431	\$5.50	\$2,370.50	263.00	\$1,446.50	0.00	\$0.00	263.00	\$1,446.50	61%	\$924.00	\$144.65	
15	Remove 4" Water Valve	EA.	1	\$360.00	\$360.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$360.00	\$0.00	
16	Remove 6" Water Valve	EA.	1	\$360.00	\$360.00	1.00	\$360.00	0.00	\$0.00	1.00	\$360.00	100%	\$0.00	\$36.00	
17	Remove Fire Hydrant	EA.	1	\$850.00	\$850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$850.00	\$0.00	
18	8" Concrete Pavement with Integral Curb	S.Y.	7275	\$50.00	\$363,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$363,750.00	\$0.00	
19	5" Concrete Driveway	S.Y.	723	\$48.00	\$34,704.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$34,704.00	\$0.00	
20	5" Concrete Sidewalk	S.F.	7919	\$5.75	\$45,446.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$45,446.50	\$0.00	
21	Combination Curb and Gutter Section	L.F.	10	\$38.00	\$380.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$380.00	\$0.00	
22	Storm Sewer Curb Inlet Structure	EA.	6	\$2,900.00	\$17,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$17,400.00	\$0.00	
23	Storm Sewer Junction Structure	EA.	1	\$4,400.00	\$4,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$4,400.00	\$0.00	
24	15" RCP Storm Sewer Pipe	L.F.	151	\$42.00	\$6,342.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$6,342.00	\$0.00	
25	18" RCP Storm Sewer Pipe	L.F.	656	\$43.00	\$28,208.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$28,208.00	\$0.00	
26	30" RCP Storm Sewer Pipe	L.F.	47	\$95.00	\$4,465.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$4,465.00	\$0.00	
27	Concrete Collar	EA.	2	\$530.00	\$1,060.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,060.00	\$0.00	
28	Seeding	S.F.	41035	\$0.20	\$8,207.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$8,207.00	\$0.00	
29	Low Porosity Silt Fence	L.F.	240	\$5.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,200.00	\$0.00	
30	Curb Inlet Sediment Filler	EA.	10	\$130.00	\$1,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,300.00	\$0.00	
31	Earthwork	L.S.	1	\$19,000.00	\$19,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$19,000.00	\$0.00	
32	Sanitary Sewer Manhole	EA.	4	\$3,750.00	\$15,000.00	1.00	\$3,750.00	3.00	\$11,250.00	4.00	\$15,000.00	100%	\$0.00	\$1,500.00	
33	8" PVC Sanitary Sewer Pipe	L.F.	1417	\$31.00	\$43,927.00	170.00	\$5,270.00	1,247.00	\$38,657.00	1,417.00	\$43,927.00	100%	\$0.00	\$4,392.70	
34	4" Sanitary Sewer Service	L.F.	757	\$31.00	\$23,467.00	0.00	\$0.00	477.00	\$14,787.00	477.00	\$14,787.00	63%	\$8,680.00	\$1,478.70	
35	Sanitary Sewer Service Connection	EA.	26	\$155.00	\$4,030.00	2.00	\$310.00	14.00	\$2,170.00	16.00	\$2,480.00	62%	\$1,550.00	\$248.00	
36	Connect to Existing Manhole	EA.	1	\$890.00	\$890.00	0.00	\$0.00	1.00	\$890.00	1.00	\$890.00	100%	\$0.00	\$89.00	
37	Water 1" P.E. Service Tubing	L.F.	921	\$16.00	\$14,736.00	0.00	\$0.00	263.00	\$4,208.00	263.00	\$4,208.00	29%	\$10,528.00	\$420.80	
38	Install Fire Hydrant Assembly	EA.	1	\$5,500.00	\$5,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$5,500.00	\$0.00	
39	4" Gate Valve W/Box	EA.	1	\$1,000.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,000.00	\$0.00	
40	6" Gate Valve W/Box	EA.	3	\$1,200.00	\$3,600.00	1.00	\$1,200.00	0.00	\$0.00	1.00	\$1,200.00	33%	\$2,400.00	\$120.00	
41	4" M.J. Sleeve	EA.	1	\$300.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$300.00	\$0.00	
42	8" M.J. Sleeve	EA.	3	\$465.00	\$1,395.00	1.00	\$465.00	0.00	\$0.00	1.00	\$465.00	33%	\$930.00	\$46.50	
43	Adjust Valve Box to Grade	EA.	4	\$200.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$800.00	\$0.00	
44	Abandon 4" Water Main in Place	L.F.	716	\$2.00	\$1,432.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,432.00	\$0.00	
45	Abandon Water Service in Place	EA.	4	\$405.00	\$1,620.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,620.00	\$0.00	
46	Abandon Water Pfl	EA.	1	\$405.00	\$405.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$405.00	\$0.00	
47	Water Service Connection	EA.	14	\$825.00	\$11,550.00	4.00	\$3,300.00	0.00	\$0.00	4.00	\$3,300.00	29%	\$8,250.00	\$330.00	
48	Sprinkler Repair	EA.	9	\$715.00	\$6,435.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$6,435.00	\$0.00	
49	Pavement Marking	L.F.	350	\$3.00	\$1,050.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,050.00	\$0.00	
Total Bid Section A - Howard Avenue					\$777,198.10		\$79,548.20		\$76,180.00		\$155,728.20		\$621,469.90	\$15,572.82	

A ITEM NO.	B DESCRIPTION OF WORK	C Pay Unit	D Total Est. Qty	E Unit Price	F SCHEDULED VALUE (D * E)	G H I J WORK COMPLETED				K MATERIALS PRESENTLY STORED (NOT IN H OR J)	L TOTAL QUANTITY TO DATE (G+I)	M TOTAL COMPLETED AND STORED TO DATE (H+J+K)	N % (M/F)	O BALANCE TO FINISH (F-M)	P RETAINAGE
						Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period						
<b>Bid Section B – Kendall Street</b>															
1	Mobilization/Demobilization	L.S.	1	\$7,000.00	\$7,000.00	1.00	\$7,000.00	0.00	\$0.00		1.00	\$7,000.00	100%	\$0.00	\$700.00
2	6" Pavement	S.Y.	853	\$48.00	\$40,944.00	872.00	\$41,856.00	0.00	\$0.00		872.00	\$41,856.00	102%	(\$912.00)	\$4,185.60
3	6" Curb and Gutter	L.F.	92	\$4.00	\$368.00	92.00	\$368.00	0.00	\$0.00		92.00	\$368.00	100%	\$0.00	\$36.80
4	5' Concrete Driveway	S.Y.	15	\$51.00	\$765.00	21.00	\$1,071.00	0.00	\$0.00		21.00	\$1,071.00	140%	(\$306.00)	\$107.10
5	Remove Concrete Pavement	S.Y.	857	\$7.00	\$5,999.00	872.00	\$6,104.00	0.00	\$0.00		872.00	\$6,104.00	102%	(\$105.00)	\$610.40
6	Remove Concrete Driveway	S.Y.	15	\$7.00	\$105.00	21.00	\$147.00	0.00	\$0.00		21.00	\$147.00	140%	(\$42.00)	\$14.70
7	Remove and Reset Mailbox	EA.	1	\$115.00	\$115.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$115.00	\$0.00
8	Seeding	S.F.	648	\$0.25	\$162.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$162.00	\$0.00
9	Overexcavation	C.Y.	200	\$15.50	\$3,100.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$3,100.00	\$0.00
<b>Total Bid Section B – Kendall Street</b>					<b>\$58,558.00</b>		<b>\$58,558.00</b>		<b>\$0.00</b>		<b>\$58,558.00</b>			<b>\$2,912.00</b>	<b>\$5,634.60</b>
<b>Bid Section C – "M" Street</b>															
1	Mobilization/Demobilization	L.S.	1	\$5,500.00	\$5,500.00	1.00	\$5,500.00	0.00	\$0.00		1.00	\$5,500.00	100%	\$0.00	\$550.00
2	6" Concrete Pavement W/ Integral Curb	S.Y.	1284	\$45.00	\$57,780.00	1,284.00	\$57,780.00	0.00	\$0.00		1,284.00	\$57,780.00	100%	\$0.00	\$5,778.00
3	5" Concrete Driveway	S.Y.	71	\$51.00	\$3,621.00	143.00	\$7,293.00	0.00	\$0.00		143.00	\$7,293.00	201%	(\$3,672.00)	\$729.30
4	5" Concrete Sidewalk	S.F.	110	\$16.00	\$1,760.00	322.00	\$5,152.00	0.00	\$0.00		322.00	\$5,152.00	283%	(\$3,392.00)	\$515.20
5	Seeding	S.F.	8704	\$0.25	\$2,176.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$2,176.00	\$0.00
6	Storm Sewer Curb Inlet Structure	EA.	3	\$3,000.00	\$9,000.00	3.00	\$9,000.00	0.00	\$0.00		3.00	\$9,000.00	100%	\$0.00	\$900.00
7	12" RCP Storm Sewer Pipe	L.F.	13	\$110.00	\$1,430.00	15.00	\$1,650.00	0.00	\$0.00		15.00	\$1,650.00	115%	(\$220.00)	\$165.00
8	12" Concrete Collar	EA.	3	\$415.00	\$1,245.00	4.00	\$1,660.00	0.00	\$0.00		4.00	\$1,660.00	133%	(\$415.00)	\$166.00
9	Adjust Manhole to Grade	EA.	2	\$425.00	\$850.00	2.00	\$850.00	0.00	\$0.00		2.00	\$850.00	100%	\$0.00	\$85.00
10	Remove Concrete Pavement	S.Y.	296	\$8.50	\$2,516.00	296.00	\$2,516.00	0.00	\$0.00		296.00	\$2,516.00	100%	\$0.00	\$251.60
11	Remove Concrete Driveway	S.Y.	71	\$8.50	\$603.50	143.00	\$1,215.50	0.00	\$0.00		143.00	\$1,215.50	201%	(\$612.00)	\$121.55
12	Remove Concrete Sidewalk	S.F.	75	\$1.30	\$97.50	322.00	\$418.60	0.00	\$0.00		322.00	\$418.60	428%	(\$321.10)	\$41.86
13	Remove Curb Inlet	EA.	3	\$330.00	\$990.00	3.00	\$990.00	0.00	\$0.00		3.00	\$990.00	100%	\$0.00	\$99.00
14	Earthwork	L.S.	1	\$3,700.00	\$3,700.00	1.00	\$3,700.00	0.00	\$0.00		1.00	\$3,700.00	100%	\$0.00	\$370.00
15	Sprinkler Repair	EA.	1	\$715.00	\$715.00	1.00	\$715.00	0.00	\$0.00		1.00	\$715.00	100%	\$0.00	\$71.50
<b>Total Bid Section C – "M" Street</b>					<b>\$91,984.00</b>		<b>\$98,440.10</b>		<b>\$0.00</b>		<b>\$98,440.10</b>			<b>(\$6,456.10)</b>	<b>\$9,844.01</b>
<b>Bid Section D – Paul Street</b>															
1	Mobilization/Demobilization	L.S.	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00	0.00	\$0.00		1.00	\$4,000.00	100%	\$0.00	\$400.00
2	6" Pavement with Integral Curb	S.Y.	930	\$41.00	\$38,130.00	930.00	\$38,130.00	0.00	\$0.00		930.00	\$38,130.00	100%	\$0.00	\$3,813.00
3	Adjust Manhole to Grade	EA.	2	\$710.00	\$1,420.00	2.00	\$1,420.00	0.00	\$0.00		2.00	\$1,420.00	100%	\$0.00	\$142.00
4	Remove P.C. Header	L.F.	36	\$16.00	\$576.00	38.00	\$576.00	0.00	\$0.00		38.00	\$576.00	100%	\$0.00	\$57.60
5	Earthwork	L.S.	1	\$3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00		1.00	\$3,000.00	100%	\$0.00	\$300.00
<b>Total Bid Section D – Paul Street</b>					<b>\$47,126.00</b>		<b>\$47,126.00</b>		<b>\$0.00</b>		<b>\$47,126.00</b>			<b>\$0.00</b>	<b>\$4,712.60</b>
<b>Total of All Unit Price Bid Items for Bid Section A - D</b>					<b>\$974,656.10</b>		<b>\$281,660.30</b>		<b>\$76,180.00</b>		<b>\$357,840.30</b>			<b>\$617,026.80</b>	<b>\$35,784.03</b>
<b>Change Order</b>															
<b>Bid Section E - Kendall Street East (Archer Credit Union)</b>															
CO-1-1	Mobilization/Demobilization	L.S.	1	\$8,000.00	\$8,000.00	1.00	\$8,000.00	0.00	\$0.00		1.00	\$8,000.00	100%	\$0.00	\$800.00
CO-1-2	Earthwork	L.S.	1	\$5,400.00	\$5,400.00	1.00	\$5,400.00	0.00	\$0.00		1.00	\$5,400.00	100%	\$0.00	\$540.00
CO-1-3	6" Concrete Driveway	S.Y.	146	\$62.00	\$9,052.00	146.00	\$9,052.00	0.00	\$0.00		146.00	\$9,052.00	100%	\$0.00	\$905.20
CO-1-4	6" Concrete Pavement w/ Curb & Gutter	S.Y.	526	\$48.00	\$25,248.00	526.00	\$25,248.00	0.00	\$0.00		526.00	\$25,248.00	100%	\$0.00	\$2,524.80
CO-1-5	10" Concrete Pavement	S.Y.	42	\$75.00	\$3,150.00	42.00	\$3,150.00	0.00	\$0.00		42.00	\$3,150.00	100%	\$0.00	\$315.00
CO-1-6	PC Concrete Header	L.F.	36	\$36.00	\$1,296.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$1,296.00	\$0.00
CO-1-7	Adjust Manhole to Grade	EA.	1	\$1,100.00	\$1,100.00	1.00	\$1,100.00	0.00	\$0.00		1.00	\$1,100.00	100%	\$0.00	\$110.00
CO-1-8	Remove Concrete Pavement	S.Y.	230	\$11.00	\$2,530.00	374.00	\$4,114.00	0.00	\$0.00		374.00	\$4,114.00	163%	(\$1,584.00)	\$411.40
CO-1-9	Temporary Traffic Control	L.S.	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00	0.00	\$0.00		1.00	\$5,000.00	100%	\$0.00	\$500.00
<b>Total Change Order</b>					<b>\$80,776.00</b>		<b>\$61,064.00</b>		<b>\$0.00</b>		<b>\$61,064.00</b>			<b>(\$288.00)</b>	<b>\$6,106.40</b>
<b>Contract Total</b>					<b>\$1,035,642.10</b>		<b>\$342,724.30</b>		<b>\$76,180.00</b>		<b>\$418,904.30</b>		<b>40%</b>	<b>\$616,737.80</b>	<b>\$41,890.43</b>

A ITEM NO.	B DESCRIPTION OF WORK	C Pay Unit	D Total Est. Qty	E Unit Price	F SCHEDULED VALUE (D * E)	I WORK COMPLETED				K MATERIALS PRESENTLY STORED (M * N * H * O * J)	L TOTAL QUANTITY TO DATE (G+I)	M TOTAL COMPLETED AND STORED TO DATE (H+J+K)	N % (MF)	O BALANCE TO FINISH (F-M)	P RETAINAGE
						G Qty from previous pay appl.	H Total From previous pay appl.	I Qty this Period	J Total from this Period						
	Original Contract				\$974,866.10										
+	CO 1				\$60,776.00										
+	CO				\$0.00										
+	CO				\$0.00										
+	CO				\$0.00										
+	CO				\$0.00										
+	CO				\$0.00										
	Total Contract to Date				\$1,035,642.10										
	Total Work Completed to Date				\$418,904.30										
	Total Materials Stored to Date				\$0.00										
	Total Value completed & Stored to Date				\$418,904.30										
-	Retainage		10%		\$41,990.43										
	Net Total Due Less Retainage				\$377,013.87										
-	Pay AP 1				\$42,053.40										
-	Pay AP 2				\$137,431.89										
-	Pay AP 3				\$128,666.58										
-	Pay AP				\$0.00										
	Total Previous				\$308,451.87										
	Net Amount Due This Estimate				\$68,562.00										

Footnotes:

**APPLICATION FOR PAYMENT**

PROJECT: St Paul Paving Improvements - 2019

ENGINEER: Olsson

ENGINEER'S PROJECT NO.

TO: (OWNER) City of St. Paul

CONTRACTOR: Diamond Engineering Company, Inc.

CONTRACT FOR: ST paul Paving Improvements - 2019

APPLICATION DATE: 05/22/20

APPLICATION NO.: 4

FOR WORK ACCOMPLISHED THROUGH THE DATE OF: May 22, 2020

ATTN: Matt Helzer

**CHANGE ORDER SUMMARY:**

Application is made for payment, as shown below in connection with the Contract.

Continuation sheets are attached.

The present status of the account is as follows:

Change orders approved in previous month by Owner.

CO #	DATE	ADDITIONS	DEDUCTIONS
1	8/1/19	\$60,776.00	
2			
3			
4			
5			
<b>TOTAL</b>		<b>60,776.00</b>	<b>0.00</b>
<b>NET CHANGE</b>		<b>60,776.00</b>	

ORIGINAL CONTRACT PRICE.....	\$ 974,866.10
Net Change by Change Orders & Written Amendments	\$ 60,776.00
CURRENT CONTRACT PRICE.....	\$ 1,035,642.10
TOTAL COMPLETED & STORED TO DATE.....	\$ 419,489.30-418,904.30
LESS RETAINAGE : 10.0% .....	\$ (41,948.93)41,890.43
TOTAL COMPLETED & STORED TO DATE LESS RETAINAGE	\$ 377,540.37-377,013.87
LESS PREVIOUS APPLICATION FOR PAYMENT.....	\$ 308,451.87
AMOUNT DUE THIS APPLICATION.....	\$ 69,088.50-68,562.00

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered \_\_\_\_\_, inclusive; (2) title of 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 Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract.

ENGINEER: Olsson

By: B. J. Frieh

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	CDBG

OWNER: City of St. Paul

BY: \_\_\_\_\_

CONTRACTOR: DIAMOND ENGINEERING COMPANY

By: Tom Helzer

Date: 5-22-2020

APPLICATION AND CERTIFICATE FOR PAYMENT-CONTINUATION SHEET  
 APPLICATION NUMBER: 4  
 APPLICATION DATE: 5-22-20  
 FOR WORK ACCOMPLISHED THROUGH : 5-22-20  
 ENGINEER'S PROJECT #:

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE
<b>Bid Section A - Howard Ave</b>								
1	Mobilization	1	LS	\$26,000.00	0.6	\$ 15,600.00		\$ 15,600.00
2	Remove Concrete Pavement	7160	SY	\$5.85	<del>7160</del> 7030	<del>\$ 41,886.00</del>	41,301	\$ 41,886.00
3	Remove Concrete Driveway	662	SY	\$5.85	662	\$ 3,872.70		\$ 3,872.70
4	Remove Concrete Sidewalk	6979	SF	\$1.20		\$ -		\$ -
5	Remove Brick Sidewalk	398	SF	\$1.20		\$ -		\$ -
6	Remove Storm Sewer Pipe	66	LF	\$14.00		\$ -		\$ -
7	Remove Curb Inlet	2	EA	\$330.00		\$ -		\$ -
8	Remove Storm Sewer Manhole	1	EA	\$330.00		\$ -		\$ -
9	Remove & Reset Mailbox	6	EA	\$115.00		\$ -		\$ -
10	Remove & Reset Street Sign	13	EA	\$80.00		\$ -		\$ -
11	Remove Tree	5	EA	\$800.00	6	\$ 4,800.00		\$ 4,800.00
12	Remove Sanitary Service	781	LF	\$3.00	477	\$ 1,431.00		\$ 1,431.00
13	Remove Sanitary Sewer Manhole	5	EA	\$330.00	2	\$ 660.00		\$ 660.00
14	Remove Water Service	431	LF	\$5.50	263	\$ 1,446.50		\$ 1,446.50
15	Remove 4" Water Valve	1	EA	\$360.00		\$ -		\$ -
16	Remove 6" Water Valve	1	EA	\$360.00	1	\$ 360.00		\$ 360.00
17	Remove Fire Hydrant	1	EA	\$850.00		\$ -		\$ -
18	8" Concrete Pavement w/ Integral Curb	7275	SY	\$50.00		\$ -		\$ -
19	5" Concrete Driveway	723	SY	\$48.00		\$ -		\$ -
20	5" Concrete Sidewalk	7918	SF	\$6.75		\$ -		\$ -
21	Combination Curb & Gutter Section	10	LF	\$36.00		\$ -		\$ -
22	Storm Sewer Curb Inlet Structure	6	EA	\$2,900.00		\$ -		\$ -
23	Storm Sewer Junction Structure	1	EA	\$4,400.00		\$ -		\$ -
24	15" RCP Storm Sewer Pipe	151	LF	\$42.00		\$ -		\$ -
25	18" RCP Storm Sewer Pipe	656	LF	\$43.00		\$ -		\$ -
26	30" RCP Storm Sewer Pipe	47	LF	\$95.00		\$ -		\$ -
27	Concrete Collar	2	EA	\$530.00		\$ -		\$ -
28	Seeding	41035	SF	\$0.20		\$ -		\$ -
29	Low Porosity Silt Fence	240	LF	\$5.00		\$ -		\$ -
30	Curb Inlet Sediment Filter	10	EA	\$130.00		\$ -		\$ -
31	Earthwork	1	LS	\$19,000.00		\$ -		\$ -
32	Sanitary Sewer Manhole	4	EA	\$3,750.00	4	\$ 15,000.00		\$ 15,000.00
33	8" PVC Sanitary Sewer Pipe	1417	LF	\$31.00	1417	\$ 43,927.00		\$ 43,927.00
34	4" Sanitary Sewer Service	757	LF	\$31.00	477	\$ 14,787.00		\$ 14,787.00
35	Sanitary Sewer Service Connection	26	EA	\$155.00	16	\$ 2,480.00		\$ 2,480.00
36	Connect to existing Manhole	1	EA	\$890.00	1	\$ 890.00		\$ 890.00
37	Water 1" PE Service Tubing	921	LF	\$16.00	263	\$ 4,208.00		\$ 4,208.00
38	Install Fire Hydrant Assembly	1	EA	\$5,500.00		\$ -		\$ -
39	4" Gate Valve w/ Box	1	EA	\$1,000.00		\$ -		\$ -
40	6" Gate Valve w/ Box	3	EA	\$1,200.00	1	\$ 1,200.00		\$ 1,200.00
41	4" MJ Sleeve	1	EA	\$300.00		\$ -		\$ -
42	6" MJ Sleeve	3	EA	\$465.00	1	\$ 465.00		\$ 465.00
43	Adjust Valve Box to Grade	4	EA	\$200.00		\$ -		\$ -
44	Abandon 4" Water Main in Place	716	LF	\$2.00		\$ -		\$ -
45	Abandon Water Service in Place	4	EA	\$405.00		\$ -		\$ -
46	Abandon Water Pit	1	EA	\$405.00		\$ -		\$ -
47	Water Service Connection	14	EA	\$825.00	4	\$ 3,300.00		\$ 3,300.00
48	Sprinkler Repair	9	EA	\$715.00		\$ -		\$ -
49	Pavement Marking	360	LF	\$3.00		\$ -		\$ -
<b>Bid Section B - Kendall Street</b>								
1	Mobilization	1	LS	\$7,000.00	1	\$ 7,000.00		\$ 7,000.00
2	6" Pavement	853	SY	\$48.00	872	\$ 41,856.00		\$ 41,856.00
3	6" Curb & Gutter	92	LF	\$4.00	92	\$ 368.00		\$ 368.00
4	5" Concrete Driveway	15	SY	\$51.00	21	\$ 1,071.00		\$ 1,071.00
5	Remove Concrete Pavement	857	SY	\$7.00	872	\$ 6,104.00		\$ 6,104.00
6	Remove Concrete Driveway	15	SY	\$7.00	21	\$ 147.00		\$ 147.00
7	Remove & Reset Mailbox	1	EA	\$115.00	0	\$ -		\$ -
8	Seeding	648	SF	\$0.25	0	\$ -		\$ -
9	Overexcavation	200	CY	\$15.50	0	\$ -		\$ -
<b>Bid Section C - "M" Street</b>								
1	Mobilization	1	LS	\$5,500.00	1	\$ 5,500.00		\$ 5,500.00
2	6" Concrete Pavement w/ Integral Curb	1284	SY	\$45.00	1284	\$ 57,780.00		\$ 57,780.00
3	5" Concrete Driveway	71	SY	\$51.00	143	\$ 7,293.00		\$ 7,293.00

41301

APPLICATION AND CERTIFICATE FOR PAYMENT-CONTINUATION SHEET  
 APPLICATION NUMBER: 4  
 APPLICATION DATE: 5-22-20  
 FOR WORK ACCOMPLISHED THROUGH : 5-22-20  
 ENGINEER'S PROJECT #:

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE
4	5" Concrete Sidewalk	110	SF	\$16.00	322	\$ 5,152.00		\$ 5,152.00
5	Seeding	8704	SF	\$0.25		\$ -		\$ -
6	Storm Sewer Curb Inlet Structure	3	EA	\$3,000.00	3	\$ 9,000.00		\$ 9,000.00
7	12" RCP Storm Sewer Pipe	13	LF	\$110.00	15	\$ 1,650.00		\$ 1,650.00
8	12" Concrete Collar	3	EA	\$415.00	4	\$ 1,660.00		\$ 1,660.00
9	Adjust Manhole to Grade	2	EA	\$425.00	2	\$ 850.00		\$ 850.00
10	Remove Concrete Pavement	296	SY	\$8.50	296	\$ 2,516.00		\$ 2,516.00
11	Remove Concrete Driveway	71	SY	\$8.50	143	\$ 1,215.50		\$ 1,215.50
12	Remove Concrete Sidewalk	75	SF	\$1.30	322	\$ 418.60		\$ 418.60
13	Remove Curb Inlet	3	EA	\$330.00	3	\$ 990.00		\$ 990.00
14	Earthwork	1	LS	\$3,700.00	1	\$ 3,700.00		\$ 3,700.00
15	Sprinkler Repair	1	EA	\$715.00	1	\$ 715.00		\$ 715.00
						\$ -		\$ -
	<b>Bid Section D - Paul Street</b>					\$ -		\$ -
1	Mobilization	0.9	LS	\$ 4,000.00	1	\$ 4,000.00		\$ 4,000.00
2	6" Pavement w/ Integral Curb	930	SY	\$ 41.00	930	\$ 38,130.00		\$ 38,130.00
3	Adjust Manhole to Grade	2	EA	\$ 710.00	2	\$ 1,420.00		\$ 1,420.00
4	Remove PC Header	36	LF	\$ 16.00	36	\$ 576.00		\$ 576.00
5	Earthwork	1	LS	\$ 3,000.00	1	\$ 3,000.00		\$ 3,000.00
						\$ -		\$ -
	<b>Change Order No. 1 - Kendall Street EAST</b>					\$ -		\$ -
1	Mobilization / Demobilization	1	LS	\$ 8,000.00	1	\$ 8,000.00		\$ 8,000.00
2	Earthwork	1	LS	\$ 5,400.00	1	\$ 5,400.00		\$ 5,400.00
3	6" Concrete Driveway	146	SY	\$ 62.00	146	\$ 9,052.00		\$ 9,052.00
4	6" Concrete Pavement w/ Curb & Gutter	526	SY	\$ 48.00	526	\$ 25,248.00		\$ 25,248.00
5	10" Concrete Pavement	42	SY	\$ 75.00	42	\$ 3,150.00		\$ 3,150.00
6	PC Concrete Header	36	LF	\$ 36.00	0	\$ -		\$ -
7	Adjust Manhole to Grade	1	EA	\$ 1,100.00	1	\$ 1,100.00		\$ 1,100.00
8	Remove Concrete Pavement	230	SY	\$ 11.00	374	\$ 4,114.00		\$ 4,114.00
9	Temporary Traffic Control	1	LS	\$ 5,000.00	1	\$ 5,000.00		\$ 5,000.00
						\$ -		\$ -
	<b>TOTAL</b>					\$ 419,489.30	\$ -	\$ 419,489.30

418,904.30

## Connie Beck

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**From:** Brian Friedrichsen <bfriedrichsen@olsson.com>  
**Sent:** Wednesday, May 27, 2020 4:11 PM  
**To:** Connie Beck  
**Subject:** St. Paul Paving Improvements - Pay Request #4  
**Attachments:** 20-05-27\_GNCV\_Certificate of Payment No. 4.pdf

Connie,

Attached is Diamonds pay request #4 for your upcoming council meeting. This pay request is mostly for sanitary sewer work, but there are some additional pavement removals and water service work included as well. If you have any questions let me know.

Thanks,

**Brian J. Friedrichsen, PE**

Civil

D 308.398.2946

C 308.750.4326

201 E. Second Street  
Grand Island, NE 68801  
O 308.384.8750

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City of St. Paul Regular Meeting  
704 6<sup>th</sup> Street  
St. Paul, NE 68873

Monday, May 4, 2020

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Monday, May 4, 2020 at 7:00 p.m.; the meeting was also held by conference call by Telephone number (866)899-4679 and Access code #181-088-333. Present were Mayor Joel M. Bergman and Councilmembers Brenda Klanecky, Ralph Kezeor, Katie Kowalski & Jerry Thompson. Absent: None. Notice of the meeting was given in advance thereof by publication in the Phonograph Herald, a legal newspaper published in said City and County. Notice of the meeting was also posted in three (3) places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Bergman opened the meeting at 7:00 p.m., announcing that the City of St. Paul abides by the Open Meetings Act; there is a current posting on the west wall of the City Council Chambers as required by Nebraska State Law; also available on the web at "Nebraska State Statutes §84-1407 through §84-1413; and at the link:  
[https://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct\\_current.pdf](https://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf)

Mayor Bergman also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by State Law; this was followed by the "Pledge of Allegiance."

Individuals who have appropriate agenda items for City Council consideration should complete the "Request for Future Agenda Items" form located at the City Office. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

There was an opportunity for individuals wishing to provide input on any of tonight's agenda items. Those individuals were asked to reserve time to speak.

Brian Friedrichsen with Olsson was present to discuss the 2019 Paving Improvement project modification in adding a storm sewer curb inlet by the library parking lot. This is to help the storm water travel towards the storm sewer system, instead of flowing east to the residence. The items needed for the job are existing pay items, therefore Olsson will not need a change order, but can overrun the quantities and catch them on the final change order to rectify quantities. Council member Klanecky moved to approve the modification to the 2019 Paving Improvement project in the amount of \$6,515. Council member Thompson seconded the motion. Council members Klanecky, Kezeor, Kowalski & Thompson voted aye, nays none. Motion carried 4/0.

Council member Thompson moved to approve Diamond Engineering Co. Pay Request #3 regarding the 2019 Paving Improvement project in the amount of \$128,966.58. The pay request consists of pavement removals, new water and sewer construction on Howard Avenue; concrete on Kendall West; and the remaining concrete on Kendall East (Archer Credit Union). Council member Kowalski seconded the motion. Council members Klanecky, Kezeor, Kowalski & Thompson voted aye, nays none. Motion carried 4/0.

Chuck Schmid was present to discuss the City deeding over City property more described as Lot One (1) and Part of Lot Two (2), Block 64, Original Town to the American Legion Post #119; this is for the construction of an American Legion Club building. Per NE State Statute, a City of a Second Class who wants to convey any real property owned by it shall be exercised by a resolution directing the sale of real property. Real property that has a total fair market value less than \$5,000, the City is required to follow NE Statute 17-503.01; real property that has a total fair market value greater than \$5,000, the City is required to follow NE Statute 17- 503. Mr. Schmid stated that the American Legion Post #119 will absorb the survey cost regarding the

property pin placement and the deed expense. The item was tabled, due to Mr. Schmid obtaining more information concerning the property valuation of Lot One (1) and Part of Lot Two (2), Block 64, Original Town.

Next on the agenda was the discussion regarding the American Legion Post #119 requesting to utilize Keno funds involving the construction of extending a storm sewer pipe in Block 64, Original Town. Olsson provided a \$22,100 quote on the project that consisted of: (1) a concrete pipe (38" tall by 60' wide), along with a concrete collar = \$18,100; (2) flare end sections approximately \$2,500; and (3) an existing headwall = \$1,500. Mr. Schmid stated that the project would beautify the US Hwy 281 corridor. Utility Superintendent Helzer referred to the May 16, 2016 minutes stating that Mr. Poland requested to extend the City storm sewer at his own expense when he owned the property. It was stated that if the project does not get completed, it will not affect the construction of the American Legion Post #119. After hearing no discussion/debate from the City Council members; there was no motion made from Council. Motion failed in utilizing keno funds.

Council member Thompson moved to approve the request of the American Legion Post #119 in vacating the alley in Block 64, Original Town between "L" Street and "M" Street; the alley will remain as an easement. Council member Klanecky seconded the motion. Council members Klanecky, Kezeor, Kowalski & Thompson voted aye, nays none. Motion carried 4/0. An ordinance will be considered / approved at the May 18, 2020 Council meeting.

Council member Kowalski moved to approve the minutes of April 6, 2020, April 20, 2020 (special) and April 20, 2020 (regular); disbursements of May 4, 2020; and the zoning permits of April 27, 2020. Council member Thompson seconded the motion. Council members Klanecky, Kezeor, Kowalski & Thompson voted aye, nays none. Motion carried 4/0.

Computer Managed (Srv)	800.00
Light Sinking (Sav)	6000.00
Water Sinking (Sav)	27500.00
Sewer Sinking (Sav)	56500.00
Street Sinking (Sav)	30000.00
Fire Sinking (Sav)	8000.00
EMT Equip. Sinking (Sav)	9000.00
Pool Sinking (Sav)	6000.00
Library Maint. Fund (Sav)	2500.00
Civic Center Sinking (Sav)	5000.00
Senior Center Sinking (Sav)	4000.00
DTCC New York, NY Water Bond (Ref)	367818.67
NE Dept Rev March Form 10 (Tax)	13579.15
Clearfly (Phone)	144.57
Aurora Coop (G&O)	682.29
Black Hills Energy (Utl)	1219.03
City Lights (Utl)	9357.90
Heartland Disposal (Srv)	5319.08
Jims Champlin (G&O)	1491.34
Phonograph Herald (Pub)	1312.82
Ho. Greeley REA (Utl)	138684.41
Mid-Nebraska Disp. (Srv)	3598.50
NMVCA (Srv)	105.00
Baird Holm - Attorney (Srv)	1500.00
BOK Financial (Srv)	750.00
SE Smith & Sons (Sup)	3268.80
NE Law Enforcement Training (Sch)	135.00
Quick Claim Med (Srv)	680.93
911 Custom (Sup)	97.00
Ameritas (Bnd)	81788.75
Amazon Capital (Bks)	250.28

Tisdall, Tammy (Sch)	50.00
Tommy-Rene (Pub)	97.00
Tri-County Sand & Gravel (Srv)	304.67
Wesco Dist (Rep)	917.07
Winsupply Co (Sup)	16.04
United Healthcare (Ins)	21802.93
US Post Office (Srv)	460.00
Verizon (Srv)	299.09
Payroll	110200.16

Council member Thompson moved to approve the "Pole Occupancy" agreement between Spectrum Mid-American, LLC and the City of St. Paul; the annual pole rental rate is \$3.50 per pole. Council member Kowalski seconded the motion. Council members Klanecky, Kezeor, Kowalski & Thompson voted aye, nays none. Motion carried 4/0. City Attorney White approved the agreement.

After a brief discussion ensued concerning the opening of the City swimming pool in May 2020, the City's "LARM" Loss Control Manager recommends that the swimming pool stay closed for the summer season. The Mayor & City Council will revisit the matter the middle of May 2020 after Governor Rickett's gives more guidance during his Direct Health Measure (DHM) briefing. Private swimming pools were briefly discussed with no action.

Council member Thompson moved to approve an hourly wage increase of 4.5% for the non-union City employee's; this applies to Chief of Police Paczosa, Utility Superintendent Helzer and City Clerk/Deputy Treasurer Beck. It was also approved that it will go retro-active to October 1, 2019. Council member Kezeor seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, Council member Kowalski voted nay. Motion carried 3/1. The wage increase will be revisited annually by the Mayor & City Council members.

Utility Superintendent Helzer updates included: (1) Howard Avenue construction; (2) sanitary sewer repairs at 4<sup>th</sup> & "N" Streets; and (3) contacting the NE Dept. of Environment & Energy concerning the wastewater lagoons.

Chief of Police Paczosa reported on: (1) Trailblazer decals have been removed; ready for the State of NE Surplus sale; (2) ammunition invoice will be coming regarding the Law Enforcement Academy training for Trev Sharman; and the Chief of Police receiving a thank you card.

Council member Klanecky updates included: (1) the community needs to extend a thank you to the St. Paul local businesses for keeping their doors open, so that we can fulfill our daily needs; (2) awareness of COVID-19 procedures when performing teleconference meeting; and (3) need to keep an open communication with the City Officials regarding the opening of the Civic Center, Library, Recycling trailer, parks, pool, etc.; want to see COVID-19 safety procedures in place for each.

Mayor Bergman updates included: (1) City received DHHS Stimulus funds (COVID-19) in the amount of \$1,976.32 involving the St. Paul Rescue Squad Medicare billing; all COVID-19 expenditures need to be kept 3 - 5 years for auditing purposes; this is to account for the amount of stimulus received; (2) City Job Descriptions have been updated for "2020"; (3) City Clerk Beck acknowledges that all signatures were obtained from the City employees in receiving a 2020-2022 IBEW 1597 Union contract; (4) the Elmwood Cemetery directory and fencing (adjusted) has been insured; (5) the Summer Recreation program; (6) Street Commissioner Rick Goettsche submitted his resignation; his last day is June 4, 2020; and (7) Howard County Emergency Manager Michelle Wojtalewicz has submitted her resignation; her last day is Friday, May 8, 2020.

As there was no further business to come before the Mayor and City Council; Mayor Bergman adjourned the City Council meeting at 8:42 p.m.

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Date:

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Connie Jo Beck, City Clerk/Deputy Treasurer

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Joel M. Bergman, Mayor

City of St. Paul Regular Meeting  
704 6<sup>th</sup> Street  
St. Paul, NE 68873

Monday, May 18, 2020

**Note: The format of this meeting is by teleconference. The meeting is being conducted in this manner in order to comply with social distancing guidelines, due to the COVID-19 outbreak and intended to follow the authorization of Executive Order No. 20-03 issued by Governor Rickett's on March 17, 2020.**

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held by teleconference on Monday, May 18, 2020 at 7:00 p.m., with a call-in telephone number (toll free) 866-899-4679 and Access Code 780-854-677. Present were Mayor Joel M. Bergman; City Council members: Brenda Klanecky, Ralph Kezeor and Jerry Thompson. Absent: Council member Katie Kowalski. Notice of the meeting was given in advance thereof by publication in the Phonograph Herald, a legal newspaper published in said City and County. Notice of the meeting was also posted in three (3) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Berman opened the meeting at 7:00 p.m., announcing that the City of St. Paul abides by the Open Meetings Act; there is a current posting on the west wall of the City Council Chambers as required by Nebraska State Law; also available on the web at "Nebraska State Statutes §84-1407 through §84-1413; and at the link:  
[https://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct\\_current.pdf](https://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf)

Mayor Bergman also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by State Law; this was followed by the "Pledge of Allegiance."

Individuals who have appropriate agenda items for City Council consideration should complete the "Request for Future Agenda Items" form located at the City Office. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

There was an opportunity for individuals wishing to provide input on any of tonight's agenda items. Those individuals were asked to reserve time to speak.

The Council meeting began amid a lengthy discussion with Julie Gawrych (Youth Sports Secretary/Treasurer) and Rob Wegner (Baseball Commissioner) concerning the reopening of the youth baseball & softball summer sports program; this arises with the respect of the strict COVID-19 guidelines. The majority of the discussion was the importance of meeting health and safety measures and the uncertainty on who would enforce and maintain the COVID-19 guidelines. Concession stands are not allowed to be open at this time. Mayor Bergman stated that the American Legion Baseball teams can begin practice on Monday, June 1, with game play beginning on Thursday, June 18, 2020; this is subject to restrictions pursuant to the guidelines by Governor Rickett's. Dylan Woodgate stated that there would be no District or State baseball games this year; he also stated that other teams would be coming to St. Paul. Council member Thompson moved to approve the utilization of the fields regarding the youth baseball and softball; this comes with the exceptions of: (1) no use of the field restrooms unless someone is willing to enforce and maintain the COVID-19 guidelines and (2) no use of the City batting cage. After a period of silence, Mayor Bergman asked for a second or an amendment to the motion. After another lengthy period of silence from the City Council members; Council member Klanecky asked if the City was going with all age groups concerning the motion. This would include all youth age groups with the exclusion of T-Ball. Julie Gawrych stated that the Coaches and/or the Youth sponsors will enforce and maintain the COVID-19 guidelines when practicing or playing ball. Mrs. Gawrych wants to make sure these kids have access to the fields regarding a camp or a place for small groups. Park Manager Randy Jerabek stated that entrance signs will be posted on Taylor Street and Howard Avenue that states "ENTERING AN AREA WHERE YOU COULD BE SUBJECT TO COVID-19". A risk and indemnity "waiver" will need to be signed by all coaches and children (parent to sign) prior to the practicing or playing of ball. This motion was acceptable by Julie Gawrych and Rob Wegner. Council member Klanecky seconded the motion. Council members Klanecky, Kezeor

and Thompson voted aye, nays none. Motion carried 3/0. Dylan Woodgate stated that Legion ball consists of the ages from 7<sup>th</sup> grade to High School seniors.

Council member Klanecky moved to close the St. Paul Municipal Pool for the 2020 season; this is due to the concern of COVID-19. Council member Kezeor seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0. A thank you will be conveyed to all lifeguards that were willing to work for the City Swimming Pool. A swimming pool closing ad will be placed in the Phonograph Herald.

Council member Thompson moved to approve Resolution 2020-6; whereas the City is waiving fence requirements identified in Ordinance 953, [Section 9.5.04 of the zoning regulations] to allow residents to install above ground private swimming pools, as a result of the St. Paul Municipal Pool being closed for the 2020 season. The waiving of the regulations will be on a temporary basis and be subject to residents applying and receiving approval for a "Temporary Swimming Pool" permit. This will be effective through the 2020 Labor Day holiday. Council member Klanecky seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0.

Council member Kezeor introduced Ordinance #1008; vacating the alley in Block 64, Original Town; St. Paul, Howard County, NE; to reserve an easement on the property; and to provide for an effective date. Council member Thompson moved to waive the three (3) readings of Ordinance #1008 at three (3) different occasions. Council member Kezeor seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0. Council member Klanecky moved for final passage of Ordinance #1008, Council member Thompson seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none, Motion carried 3/0.

American Legion Post #119 Commander Charles "Chuck" Schmid was present to request the utilization of Keno funds in the amount of \$22,100 regarding the construction of extending a storm sewer pipe in Block 64, Original Town. This would be for the beautification and safety of the area surrounding a new American Legion building. After a lengthy period of silence, the issue died based on a lack of a motion.

Council member Thompson moved to approve the American Legion Post #119 utilizing City dirt from the berm on Lot One (1) and Part of Lot Two (2), Block 64, Original Town regarding the improvements to a new American Legion building. Council member Kezeor seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0. Mr. Schmid thanked the Mayor & City Council.

Council member Thompson introduced Ordinance #1009; setting the compensation of the Officers and Employees of the City and to provide for an effective date. Council member Kezeor moved to waive the three (3) readings of Ordinance #1009 at three (3) different occasions, Council member Klanecky seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0. Council member Thompson moved for final passage of Ordinance #1009, Council member Kezeor seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0.

Council member Kezeor moved to approve the April 2020 Treasurer's Report and the May 11, 2020 zoning permits. Council member Thompson seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0.

Edward Thompson, City Electrical Commissioner was present to outline a review of the City's electrical rates. This is due to Howard Greeley Rural Public Power District (HGRPPD) passing on a wheeling and transmission rate increase to the City starting the billing month of June 2020. The increase in the wheeling rate will be .19 cents and the increase in the transmission rate will be .09 cents. The increase cost is approximately \$1,564 monthly; it will be a standard practice for HGRPPD annually to stay on top of the generation and transmission cost. The City will be absorbing the increase.

Council member Thompson moved to approve the American Legal Publishing "Internet Cost Agreement for Code of Ordinances". The agreement is to update and link the City Municipal Code to the City's new website that is being created by FOLK, LLC. The cost to convert the existing Code into a searchable format will cost a one (1) time fee of \$550; an annual hosting

fee of \$450 annually; and the supplements of reindexing the searchable Code is \$1.50 per page. Council member Kezeor seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0.

Next on the agenda for debate is the City billing for summer mowing of residential or commercial properties; this was tabled until the City could identify all owners on the Street Department list. Once the property owners have been identified, this will be placed back on the agenda for discussion.

After a brief discussion from the Mayor and Council, Chief of Police Paczosa will follow the same on-call policy as the other City Police Officers.

Mayor Bergman requested discussion on hiring a seasonal City Office employee to perform minor office and cemetery duties. After a prolonged period of silence, this was a moot point.

Mayor Bergman announced Kristie Fousek as the new City Payroll Clerk/Secretary; she will begin employment on Monday, June 1, 2020. The City Office would like to start Mrs. Fousek at \$16.12 hourly. After a brief discussion, Council member Thompson moved to approve Mrs. Fousek starting hourly wage at \$16.12. After another prolonged period of silence, the motion died for a lack of a second.

Chief of Police Paczosa reported on police business; Police Officer Trev Sharman entered the Law Enforcement Academy on Sunday, May 17, 2020.

Utility Superintendent Helzer updated the Mayor & City Council members on his well-being.

Mayor Bergman spoke on behalf of Utility Superintendent Helzer regarding the sanitary sewer progress on Howard Avenue.

Mayor Bergman updates included: (1) Tour De Nebraska is rescheduled for Saturday, September 26, 2020 to serve dinner from 11:00 a.m. to 1:00 p.m. at the St. Paul Civic Center (Don Sack 754- 8015); (2) City Clerk Beck transferred City savings funds to the City's ICS Accounts; this is to receive a better interest rate for the funds; and (3) Citizens Bank and Trust reduced the interest rates on the ICS Accounts.

Mayor Joel M. Bergman adjourned the City Council meeting at 9:05 p.m.

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**Date**

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**Connie Jo Beck, City Clerk/Deputy Treasurer**

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**Joel M. Bergman, Mayor**

Account Disbursements other than the Checking #100027			Date/ Notes
Vendor	Check No.	Amount	
June 1, 2020 Disbursements #100027		\$ 304,681.60	June 1, 2020
Computer on the Run (Monthly Management Service)		\$ 800.00	Checking 100027
Charter Spectrum	194.97	\$ 194.97	Checking 100027
Clearly-Paid by check 5-4-20 s/b ACH - will have credit	66412	\$ 144.57	Checking 100027
Clearly - Paid by ACH on 5/11/2020 - will have credit	1024E	\$ 144.57	Checking 100027
Aurora Co-op	66409	\$ 1,071.92	Gas
Black Hills Energy	66410	\$ 966.64	Natural Gas
City of St. Paul Light	66418	\$ 7,980.20	Utilities
Heartland Disposal	66413	\$ 5,319.34	Sanitation hauling
Island Glass - Cemetery Directory Panic Device	66414	\$ 2,550.00	Checking 100027
Jims Champlin	66415	\$ 1,109.33	Gas
Mid-Nebraska Disposal Inc.	66416	\$ 3,625.50	Sanitation hauling
Phonograph Herald	66417	\$ 508.93	Legal Notices
NE Dept of Revenue (May 2020 Sales & Use Tax)	1014E	\$ 12,778.07	Checking 100027
Howard Greeley REA Public Utilities	66419	\$ 128,520.48	Checking 100027
Computer Management (COR)	1010E	\$ 800.00	Checking 100027
Gerhold Concrete Co.	66422	\$ 1,870.96	Checking 100027
Payroll (May 2020)		\$ 118,946.18	Checking 100027
<b>TOTAL</b>		\$ 592,013.26	
<b>ADDITIONS: Accounts other than Checking 100027</b>			
Civic: Cardmember Service (Bingo)	1343	\$ 47.91	Civic 300749
Heartland Disposal	1344	\$ 80.00	Civic 300749
Diamond Engineering (Repair Sanitary Sewer at 4th & "N" Streets	1016	\$ 17,030.00	25% Infrast. Fund 102-342
Light 504981 to ICS	149E	\$ 20,000.00	Money Market 504981
Water 504189 to ICS	149E	\$ 30,000.00	Money Market 504189
Sewer 504849 to ICS	149E	\$ 60,000.00	Money Market 504849

Street 505014 to ICS	149E	\$	25,000.00	Money Market 505014
Fire 504992 to ICS	149E	\$	20,000.00	Money Market 504992
Cemetery 753122 to ICS	149E	\$	17,000.00	Savings 753122
General 504684 to ICS	12E	\$	100,000.00	Prem Invest 504684
25% Infrast. (sale tax) 102342 to ICS	1017	\$	64,000.00	25% Infrastructure 102342
S Squared: TIF Proceeds from Prairie Falls Subd.	139	\$	2,878.89	TIF 505036
City: 1/2 TIF Proceeds from Dalton Meadows	140	\$	5,884.37	TIF 505036
MAD Dev. 1/2 TIF Proceeds from Dalton Meadows	141	\$	5,884.36	TIF 505036
Civic: Civic Utility Bill	1345	\$	789.86	Civic 300749
<b>Total</b>		\$	<b>368,595.39</b>	

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Check Amt Invoice Comment

**11100 CHECKING**

Paid Chk# 001012E 6/15/2020 AMERITAS INVESTMENT CORP.

E 61-60-611	POOL BD PRINCIPAL	\$88,000.00		Pool Princ. Bond Payment
E 61-60-614	STREET PRINC	\$22,000.00		Street Princ. \$625,000 Bond Payment
E 61-60-612	POOL BD INTEREST	\$1,202.00		Pool Int \$625,000 Bond Payment
E 61-60-615	STREET INTEREST	\$300.50		Street Int \$625,000 Bond Payment
<b>Total AMERITAS INVESTMENT CORP.</b>		<b>\$111,502.50</b>		

Paid Chk# 001013E 6/15/2020 BOK FINANCIAL

E 61-60-615	STREET INTEREST	\$9,093.75		\$855,000 Street Int. Bond Payments GO Series 2017
E 21-20-211	ADM. & DUES	\$200.00		\$855,000 Street Agent Fee Bond Payments
E 02-60-620	INTEREST	\$752.95		\$265,000 Bond Payments Water
E 03-60-620	INTEREST	\$651.20		\$265,000 Bond Payments Sewer
E 61-60-615	STREET INTEREST	\$630.85		\$265,000 Bond Payments Street
E 02-20-211	ADM. & DUES	\$200.00		\$265,000 Agent Fee Bond Payments
E 03-60-620	INTEREST	\$963.75		\$165,000 Sewer Bond Payments
E 03-20-211	ADM. & DUES	\$200.00		\$165,000 Sewer Agent Fee Bond Payments
E 02-60-620	INTEREST	\$1,004.42		\$375,000 Water Bond Payments
<b>Total BOK FINANCIAL</b>		<b>\$13,696.92</b>		

Paid Chk# 066424 6/1/2020 AMAZON CAPITAL SERVICES

E 44-20-242	BOOKS	\$17.32		Library Books
E 44-20-242	BOOKS	\$54.52		Library Books
<b>Total AMAZON CAPITAL SERVICES</b>		<b>\$71.84</b>		

Paid Chk# 066425 6/1/2020 ARCHER CREDIT UNION

E 21-20-213	ENGINEER FEES	\$33,289.00		Street Storm Sewer / Overhead & Profit Cost
<b>Total ARCHER CREDIT UNION</b>		<b>\$33,289.00</b>		

Paid Chk# 066426 6/1/2020 BECK TREE SERVICE LLC

E 42-20-521	GROUNDS / R & M	\$110.00		Park: Ground Stum at Park
<b>Total BECK TREE SERVICE LLC</b>		<b>\$110.00</b>		

Paid Chk# 066427 6/1/2020 BJ S GARAGE LLC

E 21-20-271	VEHICLE R & M	\$37.50	187	Street Truck #6 Vehicle Repairs
<b>Total BJ S GARAGE LLC</b>		<b>\$37.50</b>		

Paid Chk# 066428 6/1/2020 BLACKBURN MANUFACTURING CO.

E 03-20-270	UTILITY R & M	\$242.71	0593499-P	Sewer: Marking Paint, whiskers, flags
<b>Total BLACKBURN MANUFACTURING CO.</b>		<b>\$242.71</b>		

Paid Chk# 066429 6/1/2020 BOMGAARS SUPPLY INC

E 01-20-270	UTILITY R & M	\$97.99		Light Paint, cement, Fasteners, Epoxy, Syringe, Liquid Plumber, Drain Opener
E 02-20-272	TOOLS	\$41.71		Water cut wheel, T-post
E 02-20-270	UTILITY R & M	\$51.72		Water light bulbs shop towels, gloves, battery, T-post
E 02-20-272	TOOLS	\$249.91		Water battery, adapter, nut driver, wheel, cut off, gloves, holesaw
E 02-20-270	UTILITY R & M	\$46.87		Water toilet brush, trash bags, cleaner
E 21-20-270	UTILITY R & M	\$9.98	43552986	Street Gear Lube
E 01-20-231	CITY GAS & OIL	\$9.56	43553210	Light Oil
E 21-20-272	TOOLS	\$7.99	43553243	Street Fastners
E 42-20-521	GROUNDS / R & M	\$22.40	43553889	Park Colorado Spruce
E 01-20-272	TOOLS	\$218.30	43554895	Light Tool kit, Blade, Oscillating w/nail
E 42-20-272	TOOLS	\$34.43	43556270	Park Tools
E 10-20-310	OFFICE SUPPLIES	\$15.96	43556359	General Sanitizing Supplies
E 02-20-270	UTILITY R & M	\$16.54	43557653	Water Drain, Boiler, Brass, Clamp, hose
E 10-20-310	OFFICE SUPPLIES	\$34.90	43557709	General Sanitizing Supplies

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		Check Amt	Invoice	Comment
E 03-20-272	TOOLS	\$13.99	43559631	Sewer Swivel Light
E 03-20-272	TOOLS	\$22.99	43560738	Sewer Gloves
E 31-20-272	TOOLS	\$22.43	43561056	Fire Sanitizing Supplies
E 03-20-270	UTILITY R & M	\$1.99	43561092	Sewer Key Cut
E 42-20-270	UTILITY R & M	\$10.85	43561248	Park Traps, Hose, Coupling
E 01-20-271	VEHICLE R & M	\$6.38	43562779	Light Filter, oil
E 21-20-270	UTILITY R & M	\$4.18	43564304	Street Snap, spring, link ridge, chain, coil
E 02-20-270	UTILITY R & M	\$12.77	43564637	Water Valve, ball, brass
E 42-20-272	TOOLS	\$55.96	43564786	Park Flag, Glue, Dual Temp
E 03-20-270	UTILITY R & M	\$1.18	43564830	Sewer Fasteners
<b>Total BOMGAARS SUPPLY INC</b>		<b>\$1,010.98</b>		
<hr/>				
Paid Chk# 066430		6/1/2020	<b>BORDER STATES INDUSTRIES, INC.</b>	
E 01-20-270	UTILITY R & M	\$482.23	920015170	Light - PVC, Conduit, Hub, Terminal Box
<b>Total BORDER STATES INDUSTRIES, INC.</b>		<b>\$482.23</b>		
<hr/>				
Paid Chk# 066431		6/1/2020	<b>BTS COMMUNICATIONS</b>	
E 01-20-310	OFFICE SUPPLIES	\$29.34	34081	Light: Handset Telephone Cord for Utility Clerk
<b>Total BTS COMMUNICATIONS</b>		<b>\$29.34</b>		
<hr/>				
Paid Chk# 066432		6/1/2020	<b>CARDMEMBER SERVICE</b>	
E 10-20-210	PROF&SCHOOLS	\$5.66		GoToMeeting Fee for Teleconference Meeting
E 01-20-310	OFFICE SUPPLIES	\$91.80		4 Cannon Calculators
E 02-20-310	OFFICE SUPPLIES	\$91.80		4 Cannon Calculators
E 03-20-310	OFFICE SUPPLIES	\$91.80		4 Cannon Calculators
E 32-20-272	TOOLS	\$29.78		Police Game Load
E 32-20-210	PROF&SCHOOLS	\$18.78		Police Trip to Lincoln NE Meal
E 32-20-210	PROF&SCHOOLS	\$140.00		Police POAN Conference
E 32-20-210	PROF&SCHOOLS	\$100.00		Police POAN Conference
E 32-20-210	PROF&SCHOOLS	\$100.00		Police POAN Conference
E 01-20-272	TOOLS	\$170.40		Light Crimp Tool
E 01-20-272	TOOLS	(\$170.40)		Light Crimp Tool Credit
E 01-20-310	OFFICE SUPPLIES	\$49.43		Light Office Supply
E 02-20-310	OFFICE SUPPLIES	\$49.42		Water Office Supply
E 03-20-310	OFFICE SUPPLIES	\$49.42		Sewer Office Supply
E 32-20-271	VEHICLE R & M	(\$1.82)		Police Credit
<b>Total CARDMEMBER SERVICE</b>		<b>\$816.07</b>		
<hr/>				
Paid Chk# 066433		6/1/2020	<b>CENTRAL NE. CHILD ADVOCACY CNT</b>	
E 10-20-301	Donate / Market	\$1,000.00	100	General: Donation
<b>Total CENTRAL NE. CHILD ADVOCACY CNT</b>		<b>\$1,000.00</b>		
<hr/>				
Paid Chk# 066434		6/1/2020	<b>CHARTER/SPECTRUM</b>	
E 10-20-220	COMMUNICATION	\$94.98		Internet Service Fire
E 10-20-220	COMMUNICATION	\$99.99		Internet Service EMT
<b>Total CHARTER/SPECTRUM</b>		<b>\$194.97</b>		
<hr/>				
Paid Chk# 066435		6/1/2020	<b>CITY HEALTH INSURANCE SAVINGS</b>	
E 03-10-130	INSURANCE	\$363.00		City Health Insurance
E 42-10-130	INSURANCE	\$363.00		City Health Insurance
E 21-10-130	INSURANCE	\$726.00		City Health Insurance
E 01-10-130	INSURANCE	\$1,089.00		City Health Insurance
E 02-10-130	INSURANCE	\$726.00		City Health Insurance
E 32-10-130	INSURANCE	\$1,452.00		City Health Insurance
E 10-10-130	INSURANCE	\$1,089.00		City Health Insurance
<b>Total CITY HEALTH INSURANCE SAVINGS</b>		<b>\$5,808.00</b>		
<hr/>				
Paid Chk# 066436		6/1/2020	<b>CITY OF ST PAUL125 PLAN</b>	

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		Check Amt	Invoice	Comment
E 32-10-130	INSURANCE	\$30.00		Modern Woodmen Life Ins.
E 01-10-130	INSURANCE	\$30.00		Modern Woodmen Life Ins.
E 02-10-130	INSURANCE	\$30.00		Modern Woodmen Life Ins.
E 03-10-130	INSURANCE	\$10.00		Modern Woodmen Life Ins.
E 21-10-130	INSURANCE	\$20.00		Modern Woodmen Life Ins.
E 10-10-130	INSURANCE	\$30.00		Modern Woodmen Life Ins.
E 42-10-130	INSURANCE	\$10.00		Modern Woodmen Life Ins.
<b>Total CITY OF ST PAUL125 PLAN</b>		<b>\$160.00</b>		
<hr/>				
Paid Chk# 066437 6/1/2020		CLINE WILLIAMS LAW FIRM		
E 10-20-212	LEGAL FEES	\$20.00	306096	Community Development Annual Reporting Question
<b>Total CLINE WILLIAMS LAW FIRM</b>		<b>\$20.00</b>		
<hr/>				
Paid Chk# 066438 6/1/2020		CONSTRUCTION RENTAL GI		
E 21-20-270	UTILITY R & M	\$290.67	371639-3	Street: new diamond tip blade for concrete saw
<b>Total CONSTRUCTION RENTAL GI</b>		<b>\$290.67</b>		
<hr/>				
Paid Chk# 066439 6/1/2020		CORE & MAIN		
E 02-20-270	UTILITY R & M	\$589.83	M279614	Water Curb Box, Hose Clamp, Saddle
E 02-20-270	UTILITY R & M	\$186.36	M279616	Water Saddle Epoxy
E 02-20-270	UTILITY R & M	\$780.34	M279781	Water Saddle, Corp Stop, Ball Curb, Insert, Plug Style lid
E 02-20-270	UTILITY R & M	\$185.42	M294849	Water Saddle / straps
E 02-20-270	UTILITY R & M	\$89.90	M294850	Water Rib Insert
E 02-20-270	UTILITY R & M	\$88.93	M294851	Water Stop Plug
E 02-20-270	UTILITY R & M	\$65.31	M294852	Water BRS Plug no lead
E 02-20-270	UTILITY R & M	\$168.16	M303105	Water Lid Plug, Copper gasket
E 02-20-270	UTILITY R & M	\$1,153.54	M374626	Water Brass Fitting, Insert, Hose Clamp, Ball Curb, Mtr Cplg, Curb Box
E 02-20-270	UTILITY R & M	\$574.98	M382749	Water Saddle, Ball Curb, Corp Stop
E 02-20-270	UTILITY R & M	\$187.14	M387132	Water - Copperhorn, Hose Clamp
E 02-20-270	UTILITY R & M	\$88.79	M389555	Water - Saddle, epoxy, straps
<b>Total CORE &amp; MAIN</b>		<b>\$4,158.70</b>		
<hr/>				
Paid Chk# 066440 6/1/2020		DIAMOND ENGINEERING CO.		
E 21-20-213	ENGINEER FEES	\$56,220.84		Street Olsson Eng. Draw #4 Project #18-3348
E 02-20-213	ENGINEER FEES	\$4,113.72		Water Olsson Eng. Draw #4 Project #18-3348
E 03-20-213	ENGINEER FEES	\$8,227.44		Sewer Olsson Eng. Draw #4 Project #18-3348
<b>Total DIAMOND ENGINEERING CO.</b>		<b>\$68,562.00</b>		
<hr/>				
Paid Chk# 066441 6/1/2020		DICKS REPAIR INC		
E 02-20-271	VEHICLE R & M	\$75.07	29505	Water: 2016 Ford Super Duty - Oil Chg, Grease, Tire Pressure
<b>Total DICKS REPAIR INC</b>		<b>\$75.07</b>		
<hr/>				
Paid Chk# 066442 6/1/2020		DIGITAL ALLY INC		
E 32-50-531	EQUIPMENT PURCHASE	\$145.00		Police: Chest Camera
<b>Total DIGITAL ALLY INC</b>		<b>\$145.00</b>		
<hr/>				
Paid Chk# 066443 6/1/2020		ELMWOOD CEMETERY		
E 34-20-315	CEMETERY PERPETUAL	\$100.00		Cemetery: Perpetual Care for Hemmer & Heusinkvelt
<b>Total ELMWOOD CEMETERY</b>		<b>\$100.00</b>		
<hr/>				
Paid Chk# 066444 6/1/2020		GOETTSCHE, ROGER		
E 02-20-270	UTILITY R & M	\$46.50		Water: 6 valve boxes for curb stops
<b>Total GOETTSCHE, ROGER</b>		<b>\$46.50</b>		
<hr/>				
Paid Chk# 066445 6/1/2020		HESSELGESSER ELECTRIC MOTORS		
E 03-20-270	UTILITY R & M	\$4,600.00	36826	Sewer Repair Lagoon Air-o-lator

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			Check Amt	Invoice	Comment
<b>Total HESSELGESSER ELECTRIC MOTORS</b>			<b>\$4,600.00</b>		
Paid Chk#	066446	6/1/2020	<b>HOMESTEAD BANK</b>		
E 10-20-209	Pay ACH Fee		\$9.20		General Pay ACH Fee RE: City Payroll
<b>Total HOMESTEAD BANK</b>			<b>\$9.20</b>		
Paid Chk#	066447	6/1/2020	<b>HOMETOWN MARKET</b>		
E 03-20-270	UTILITY R & M		\$2.89		Sewer Ice for Composite Sampler
E 03-20-310	OFFICE SUPPLIES		\$50.00		Sewer Tri-fold Towels
<b>Total HOMETOWN MARKET</b>			<b>\$52.89</b>		
Paid Chk#	066448	6/1/2020	<b>HOWARD CO REGISTER OF DEEDS</b>		
E 21-20-211	ADM. & DUES		\$10.00		Street Gerber Release Special Assess
E 34-20-216	RECORDING FEE		\$16.00		Cemetery Kiser Family Release of Rights
E 34-20-216	RECORDING FEE		\$10.00		Cemetery Coghlan Lot Certificate Dave Kuchta
<b>Total HOWARD CO REGISTER OF DEEDS</b>			<b>\$36.00</b>		
Paid Chk#	066449	6/1/2020	<b>HOWARD COUNTY MEDICAL CLINIC</b>		
E 31-20-210	PROF&SCHOOLS		\$31.00		Fire: Kyle Kult Flu Serum
<b>Total HOWARD COUNTY MEDICAL CLINIC</b>			<b>\$31.00</b>		
Paid Chk#	066450	6/1/2020	<b>HOWARD COUNTY TREASURER (CCCC)</b>		
E 32-20-214	DISPATCHER		\$2,782.05		Communication Center Dispatcher
<b>Total HOWARD COUNTY TREASURER (CCCC)</b>			<b>\$2,782.05</b>		
Paid Chk#	066451	6/1/2020	<b>HOWARD GREELEY RURAL PUBLIC</b>		
E 01-20-270	UTILITY R & M		\$337.99	2019	Light: New Power Pole on Paul Street between Wallace & Bruce
E 01-20-270	UTILITY R & M		\$297.11	2023	Light: Pole Penta 40-4
<b>Total HOWARD GREELEY RURAL PUBLIC</b>			<b>\$635.10</b>		
Paid Chk#	066452	6/1/2020	<b>ISLAND SPRINKLER SUPPLY</b>		
E 34-50-550	IMPROVEMENTS		\$310.20	119026	Cemetery: Drip lines new trees on north end of cemetery
<b>Total ISLAND SPRINKLER SUPPLY</b>			<b>\$310.20</b>		
Paid Chk#	066453	6/1/2020	<b>JARECKE MOTORS</b>		
E 31-20-271	VEHICLE R & M		\$376.89	11881	Fire Veh #56: Engine Miss / Tune up
E 31-20-271	VEHICLE R & M		\$105.02	11926	Fire Pump #52 Motor Issue
<b>Total JARECKE MOTORS</b>			<b>\$481.91</b>		
Paid Chk#	066454	6/1/2020	<b>LARM</b>		
E 01-20-250	CITY INSURANCE		\$111.00		2018-2019 Workers Compensation
E 42-20-250	CITY INSURANCE		\$193.00		2018-2019 Workers Compensation
E 01-20-250	CITY INSURANCE		\$359.00		2018-2019 Workers Compensation
E 10-20-250	CITY INSURANCE		\$28.00		2018-2019 Workers Compensation
E 41-20-250	CITY INSURANCE		\$138.00		2018-2019 Workers Compensation
E 34-20-250	CITY INSURANCE		\$28.00		2018-2019 Workers Compensation
E 21-20-250	CITY INSURANCE		\$304.00		2018-2019 Workers Compensation
E 32-20-250	CITY INSURANCE		\$884.42		2018-2019 Workers Compensation
E 02-20-250	CITY INSURANCE		\$719.00		2018-2019 Workers Compensation
E 34-20-250	CITY INSURANCE		\$13.26		Cemetery Directory
E 34-20-250	CITY INSURANCE		\$31.57		Cemetery Fence \$36,000
<b>Total LARM</b>			<b>\$2,809.25</b>		
Paid Chk#	066455	6/1/2020	<b>LOUP RIVER PUMP CO</b>		
E 02-20-270	UTILITY R & M		\$329.31	15343	Water - Wood Pump Pole; Labor
<b>Total LOUP RIVER PUMP CO</b>			<b>\$329.31</b>		

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			Check Amt	Invoice	Comment
<b>Paid Chk# 066456 6/1/2020 LOUP VALLEY SUPPLY, INC.</b>					
E 42-20-521	GROUNDS / R & M		\$147.50	65598	Park Fertilizer
E 42-20-521	GROUNDS / R & M		\$4.65	65607	Park Grass Seed
E 03-20-270	UTILITY R & M		\$74.40	65620	Sewer: new grass seed; pile dirt for Sanitary Sewer repairs in alley
E 21-20-270	UTILITY R & M		\$185.00	65670	Street: Grass Seed for birm on Jeff Platek's land
E 42-20-521	GROUNDS / R & M		\$75.40	65674	Park 26lbs Turf
<b>Total LOUP VALLEY SUPPLY, INC.</b>			<b>\$486.95</b>		
<b>Paid Chk# 066457 6/1/2020 MADISON NATIONAL LIFE</b>					
E 42-10-130	INSURANCE		\$10.74		City Employee Life Insurance
E 03-10-130	INSURANCE		\$21.48		City Employee Life Insurance
E 01-10-130	INSURANCE		\$42.96		City Employee Life Insurance
E 21-10-130	INSURANCE		\$21.48		City Employee Life Insurance
E 02-10-130	INSURANCE		\$32.22		City Employee Life Insurance
E 10-10-130	INSURANCE		\$21.48		City Employee Life Insurance
E 32-10-130	INSURANCE		\$53.70		City Employee Life Insurance
E 02-10-130	INSURANCE		(\$32.22)		Royle City Employee Life Insurance
<b>Total MADISON NATIONAL LIFE</b>			<b>\$171.84</b>		
<b>Paid Chk# 066458 6/1/2020 METERING &amp; TECHNOLOGY SOLUTION</b>					
E 02-20-269	Water Meters		\$3,012.53	16854	Water Meters
<b>Total METERING &amp; TECHNOLOGY SOLUTION</b>			<b>\$3,012.53</b>		
<b>Paid Chk# 066459 6/1/2020 MUNICIPAL SUPPLY INC OF NE</b>					
E 02-20-270	UTILITY R & M		\$1.00	0756855-IN1	Water Repair (on last billing)
E 03-20-270	UTILITY R & M		\$63.00	0761264-IN	Sewer Fernco Coupling
E 03-20-270	UTILITY R & M		\$41.00	0762005-IN	Sewer Fernoco Coupling
<b>Total MUNICIPAL SUPPLY INC OF NE</b>			<b>\$105.00</b>		
<b>Paid Chk# 066460 6/1/2020 OFFICENET INC</b>					
E 10-20-520	BLDG/ R & M		\$17.72		Police Copier out of General Fund
E 02-20-520	BLDG/ R & M		\$15.00		Water Copier
E 01-20-520	BLDG/ R & M		\$67.33		Light Office Copier
E 02-20-520	BLDG/ R & M		\$67.32		Water Office Copier
E 03-20-520	BLDG/ R & M		\$67.32		Sewer Office Copier
E 10-20-520	BLDG/ R & M		\$51.14		Fire Copier out of General
E 44-20-520	BLDG/ R & M		\$49.75		Library Copier Contract
E 01-20-310	OFFICE SUPPLIES		\$14.94		Light Copier Staples
E 02-20-310	OFFICE SUPPLIES		\$14.94		Water Copier Staples
E 03-20-310	OFFICE SUPPLIES		\$14.93		Sewer Copier Staples
<b>Total OFFICENET INC</b>			<b>\$380.39</b>		
<b>Paid Chk# 066461 6/1/2020 OLSSON</b>					
E 21-20-213	ENGINEER FEES		\$11,894.78	357477	Street: Howard Avenue 2019 Paving Improvements
E 02-20-213	ENGINEER FEES		\$870.35	357477	Water: Howard Avenue - 2019 Paving Improvements
E 03-20-213	ENGINEER FEES		\$1,740.69	357477	Sewer: Howard Avenue - St. Paul Improvementsq
<b>Total OLSSON</b>			<b>\$14,505.82</b>		
<b>Paid Chk# 066462 6/1/2020 ONE CALL CONCEPTS, INC</b>					
E 01-20-220	COMMUNICATION		\$18.31	0040194	Light Diggers Hotline Locate Fee
E 02-20-220	COMMUNICATION		\$18.31	0040194	Water Diggers Hotline Locate Fee
E 03-20-220	COMMUNICATION		\$18.31	0040194	Sewer Diggers Hotline Locate Fee
<b>Total ONE CALL CONCEPTS, INC</b>			<b>\$54.93</b>		
<b>Paid Chk# 066463 6/1/2020 PARTS BIN, INC.</b>					
E 32-20-271	VEHICLE R & M		(\$20.00)		Police Credit
E 32-20-271	VEHICLE R & M		\$61.72	873964	Police Vehicle Trailblazer

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		Check Amt	Invoice	Comment
E 32-20-271	VEHICLE R & M	\$6.69	874169	Police Vehicle Trailblazer
E 01-20-268	Uniforms	\$18.08	874221	Light Coveralls
E 32-20-271	VEHICLE R & M	\$35.99	874292	Police Adhesive: removal of Decals
E 21-20-231	CITY GAS & OIL	\$35.94	874820	Street 5W30 Truck 6
E 01-20-271	VEHICLE R & M	\$14.90	874978	Light Truck 40W
E 32-20-271	VEHICLE R & M	\$32.98	875060	Police Headlight Bulbs
E 01-20-270	UTILITY R & M	\$13.83	875428	Light Adapter
E 01-20-271	VEHICLE R & M	\$20.64	875432	Light Extension
<b>Total PARTS BIN, INC.</b>		<b>\$220.77</b>		

Paid Chk#	6/1/2020	POLAND CONSTRUCTION		
E 21-20-530	EQUIP RENTAL	\$362.50		Street: Curb Grinding 1506 Howard Avenue 25ft. @ \$14.50/ft
<b>Total POLAND CONSTRUCTION</b>		<b>\$362.50</b>		

Paid Chk#	6/1/2020	REGIONAL CARE, INC		
E 10-10-130	INSURANCE	\$11.00	32579	General: Health Reimb Adm Fee
E 01-10-130	INSURANCE	\$22.00	32579	Light: Health Reimb Adm Fee
E 32-10-130	INSURANCE	\$38.50	32579	Police: Health Reimb Adm Fee
E 21-10-130	INSURANCE	\$11.00	32579	Street: Health Reimb Adm Fee
E 02-10-130	INSURANCE	\$11.00	32579	Water: Health Reimb Adm Fee
E 03-10-130	INSURANCE	\$5.50	32579	Sewer: Health Reimb Adm Fee
E 42-10-130	INSURANCE	\$5.50	32579	Park: Health Reimb Adm Fee
<b>Total REGIONAL CARE, INC</b>		<b>\$104.50</b>		

Paid Chk#	6/1/2020	REMBOLT LUDTKE LLP		
E 21-20-211	ADM. & DUES	\$1,820.00		Street: Howard Avenue Bond Antic. Fees
<b>Total REMBOLT LUDTKE LLP</b>		<b>\$1,820.00</b>		

Paid Chk#	6/1/2020	S E SMITH AND SONS		
E 34-50-550	IMPROVEMENTS	\$7.98	638918	Cemetery Directory
E 42-20-270	UTILITY R & M	(\$30.78)	639076	Park Metal Screw, Seal, Head
E 34-50-550	IMPROVEMENTS	\$16.49	639128	Cemetery Directory
E 03-20-272	TOOLS	\$67.99	639141	Sewer Measuring Wheel Truck 8
E 34-50-550	IMPROVEMENTS	\$6.99	639258	Cemetery Directory
E 34-50-550	IMPROVEMENTS	\$10.99	639307	Cemetery Directory
E 34-50-550	IMPROVEMENTS	\$62.40	639340	Cemetery Directory
E 34-50-550	IMPROVEMENTS	\$82.30	639363	Cemetery Directory
E 34-50-550	IMPROVEMENTS	(\$4.82)	639377	Cemetery Directory Credit
E 34-50-550	IMPROVEMENTS	\$28.99	639386	Cemetery Directory
E 01-20-270	UTILITY R & M	\$44.72	639404	Light - Paint for Transformers
E 34-50-550	IMPROVEMENTS	\$12.07	639564	Cemetery: Directory Mount Stand
<b>Total S E SMITH AND SONS</b>		<b>\$305.32</b>		

Paid Chk#	6/1/2020	SARGENT DRILLING CO.		
E 02-20-270	UTILITY R & M	\$1,000.00	5989	Efficiency Test Water
E 42-20-270	UTILITY R & M	\$500.00	5989	Efficiency Test Park
<b>Total SARGENT DRILLING CO.</b>		<b>\$1,500.00</b>		

Paid Chk#	6/1/2020	SCHAPER & WHITE		
E 10-20-212	LEGAL FEES	\$656.25		General Legal
<b>Total SCHAPER &amp; WHITE</b>		<b>\$656.25</b>		

Paid Chk#	6/1/2020	SERVI-TECH INC		
E 03-20-232	LAB SAMPLE	\$109.95	H-630208	Sewer Soil Samples for the 23 acres of irrigated crop land at the lagoons
E 03-20-232	LAB SAMPLE	\$263.00	H-630209	Sewer Lab Testing
E 03-20-232	LAB SAMPLE	\$115.10	H-977829	Sewer Lab Testing

**\*Check Detail Register©**

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			Check Amt	Invoice	Comment
E 03-20-232	LAB SAMPLE		\$138.10	H-977944	Sewer Lab Testing
<b>Total SERVI-TECH INC</b>			<b>\$626.15</b>		
<hr/>					
Paid Chk#	066471	6/1/2020	ST PAUL PUBLIC SCHOOL		
E 43-20-192	After School Expense		\$304.37		After School Hot Lunch Program
<b>Total ST PAUL PUBLIC SCHOOL</b>			<b>\$304.37</b>		
<hr/>					
Paid Chk#	066472	6/1/2020	STATE OF NEBRASKA CENTRAL SERV		
E 10-20-220	COMMUNICATION		\$17.93		Park City Telephone Service
E 10-20-220	COMMUNICATION		\$17.93		Pool City Telephone Service
E 44-20-220	COMMUNICATION		(\$64.97)		Library City Telephone Service
E 10-20-220	COMMUNICATION		(\$38.67)		City Telephone Service
E 02-20-220	COMMUNICATION		\$110.39		Wtr DSL City Telephone Service
E 02-20-220	COMMUNICATION		\$17.93		Water City Telephone Service
E 32-20-220	COMMUNICATION		(\$6.52)		Police City Telephone Service
E 32-20-220	COMMUNICATION		(\$3.24)		Police City Telephone Service
<b>Total STATE OF NEBRASKA CENTRAL SERV</b>			<b>\$50.78</b>		
<hr/>					
Paid Chk#	066473	6/1/2020	SUNSET LAW ENFORCEMENT		
E 32-20-272	TOOLS		\$893.03	00036773-IN	Police Ammunition
<b>Total SUNSET LAW ENFORCEMENT</b>			<b>\$893.03</b>		
<hr/>					
Paid Chk#	066474	6/1/2020	THIELS TIRE & AUTO REPAIR		
E 32-20-271	VEHICLE R & M		\$76.94	26367	Police: 2019 Dodge Charger Oil Change
<b>Total THIELS TIRE &amp; AUTO REPAIR</b>			<b>\$76.94</b>		
<hr/>					
Paid Chk#	066475	6/1/2020	THOMPSON WELDING		
E 02-20-270	UTILITY R & M		\$90.00		Water service call repaired 3 leaks in 2 tanks
<b>Total THOMPSON WELDING</b>			<b>\$90.00</b>		
<hr/>					
Paid Chk#	066476	6/1/2020	UNITED HEALTHCARE INS		
E 02-10-130	INSURANCE		\$3,284.49		Water Health care coverage for June 2020
E 10-10-130	INSURANCE		\$5,055.49		General Health care coverage for June 2020
E 01-10-130	INSURANCE		\$4,224.82		Light Health care coverage for June 2020
E 42-10-130	INSURANCE		\$2,035.38		Park Health care coverage for June 2020
E 32-10-130	INSURANCE		\$2,459.46		Police Health care coverage for June 2020
E 21-10-130	INSURANCE		\$3,318.87		Street Health care coverage for June 2020
E 03-10-130	INSURANCE		\$1,424.42		Sewer Health care coverage for June 2020
<b>Total UNITED HEALTHCARE INS</b>			<b>\$21,802.93</b>		
<hr/>					
Paid Chk#	066477	6/1/2020	UNITED STATES POST OFFICE		
E 01-20-313	POSTAGE		\$145.00		Utility Billing Postage
E 02-20-313	POSTAGE		\$145.00		Utility Billing Postage
E 03-20-313	POSTAGE		\$145.00		Utility Billing Postage
E 04-20-313	POSTAGE		\$25.00		Utility Billing Postage
<b>Total UNITED STATES POST OFFICE</b>			<b>\$460.00</b>		
<hr/>					
Paid Chk#	066478	6/1/2020	USA BLUE BOOK		
E 02-20-270	UTILITY R & M		\$82.58	235318	Water Kynar Male Connector
<b>Total USA BLUE BOOK</b>			<b>\$82.58</b>		
<hr/>					
Paid Chk#	066479	6/1/2020	VAN DIEST SUPPLY CO		
E 21-20-275	PUBLIC HEALTH		\$277.00	38376	Street Mosquito Spray
E 21-20-270	UTILITY R & M		\$75.00	38377	Street Weed Spray
E 21-20-270	UTILITY R & M		\$48.95	38378	Street Weed Spray
E 21-20-270	UTILITY R & M		\$46.90	38379	Street Dye for weed Spray
<b>Total VAN DIEST SUPPLY CO</b>			<b>\$447.85</b>		

**\*Check Detail Register©**

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		Check Amt	Invoice	Comment
<b>Paid Chk# 066480 6/1/2020 VERIZON WIRELESSLLC</b>				
E 10-20-220	COMMUNICATION	\$247.39		Cell Phone Service Police
E 10-20-220	COMMUNICATION	\$51.70		Cell Phone Service EMT
<b>Total VERIZON WIRELESSLLC</b>		<b>\$299.09</b>		
<b>Paid Chk# 066481 6/1/2020 WESCO DISTRIBUTION, INC.</b>				
E 01-20-270	UTILITY R & M	\$361.67	474806	Light 100 Amp Silicone
E 01-20-270	UTILITY R & M	\$460.48	477642	Light Serventr Slice, Bolt
E 01-20-270	UTILITY R & M	\$383.13	478380	Light Hand Coil, Clamp
E 01-20-270	UTILITY R & M	\$130.46	478381	Light Blk-19STR-CU Hand Coil
E 01-20-270	UTILITY R & M	\$260.93	482170	Light Brace
<b>Total WESCO DISTRIBUTION, INC.</b>		<b>\$1,596.67</b>		
<b>Paid Chk# 066482 6/1/2020 WROBLEWSKI, LIANA</b>				
E 34-50-550	IMPROVEMENTS	\$337.50		Elmwood Cemetery Data Entry
<b>Total WROBLEWSKI, LIANA</b>		<b>\$337.50</b>		
<b>11100 CHECKING</b>		<b>\$304,681.60</b>		

**Fund Summary**

<b>11100 CHECKING</b>	
01 LIGHTS	\$9,453.33
02 WATER	\$21,457.25
03 SEWER	\$19,802.55
04 LANDFILL	\$25.00
10 GENERAL	\$8,537.05
21 STREETS	\$109,217.58
31 FIREMEN	\$535.34
32 POLICE	\$9,309.46
34 CEMETERY	\$1,069.92
41 POOL	\$138.00
42 PARK	\$3,548.03
43 RECREATION	\$304.37
44 LIBRARY	\$56.62
61 VP BOND	\$121,227.10
	<b>\$304,681.60</b>

Effective 10/1/2019	6%							
Title	1 Step	2 Step 1 YR	3 Step 1 YR	4 Step 1 YR	5 Step 1 YR	6 Step 1 YR	7 Step 1 YR	There After
Light Commissioner	26.69	27.53	28.38	29.26	30.16	31.09	31.87	32.67
Lineman	18.27	19.78	21.30	22.80	24.32	25.83	27.36	28.82
Water Commissioner	23.57	24.21	24.97	25.73	27.07	27.91	28.61	29.35
Water Operator	14.02	15.18	16.26	17.34	18.41	19.49	20.66	22.28
Sewer Superintendent	22.27	22.62	22.97	23.30	23.66	24.03	24.38	24.75
Sewer Operator	13.45	14.09	15.60	16.68	17.78	18.84	20.19	21.63
St. Commissioner	19.29	20.21	21.13	22.33	23.63	24.73	25.42	26.10
Equipment Operator	14.44	15.43	16.42	17.43	18.42	19.42	20.43	21.37
Park Manager	18.10	18.66	19.23	19.81	20.45	21.06	21.59	22.13
Labor	11.54	12.23	12.93	13.61	14.30	15.00	15.71	16.35
Deputy Clerk	13.78	14.99	16.21	17.41	18.61	19.80	21.02	22.22
Utility Clerk	12.50	13.61	14.73	15.85	16.96	18.08	19.21	20.28
Payroll Clerk	12.15	13.13	14.14	15.13	16.12	17.09	18.12	19.29
Secretary	11.21	12.13	13.05	13.96	14.87	15.77	16.68	17.64

STREET EQUIPMENT OPERATOR:

\*\*\*Jamie hourly wage from \$20.16 to \$21.37 (5 Years experience)  
Klanecky

STREET COMMISSIONER:

\*\*\*Rick Goettsche hourly wage from \$24.62 to \$26.10 on October 1, 2019

(22 Years experience)

Section 3: An employee who is off the job due to non-occupational illness or injury, occupational illness or injury, vacation or leave of absence may apply for any job posted which has been filled by a junior employee during the preceding thirty (30) days calendar period provided the returning employee was off the job during the entire period often ten (10) working days in which the job vacancy was posted. Such employee will be allowed three (3) working days from the date of his/her return to work in which to bid for one posted vacancy of his/her choice. If he/she is awarded the job, the junior employee displaced as a result of the foregoing will return to their last regular job held.

Section 4: New Positions: In the event it becomes necessary to establish new positions or to substantially change job descriptions during the term of this Agreement, the City agrees to discuss with representatives of the Union to review such position description and negotiate wage rates for the new position. The City agrees to furnish to the employees copies of any job descriptions of any changes to job description made by the City.

Section 5: An employee, who is awarded a new position, will begin receiving the pay for the new position on his/her award date. The award date is the date an employee is scheduled to begin work in a new position. In no case will the award date be postponed beyond ten working days of the awarding of a position.

Section 6: The provisions of this article are subject to the provisions of Nebraska Law relating to veteran's preference in employment.

Section 7: A current City employee that is promoted to the position of Light Commissioner, Water Commissioner, Street Commissioner, Sewer & Wastewater Treatment Superintendent and Park Manager shall be placed in a step on the Pay Plan that reflects a minimum of a three percent (3%) wage increase to their current wage.

## **ARTICLE 12** **REDUCTION IN FORCE AND RECALL**

Section 1: Lay Off: An employee may be laid off because of a reduction in required personnel, reorganization of a Department or City function, a decrease in workload, or a lack of funds. Whenever possible, employees who are laid off in one Department shall be integrated into another Department by transfer. Any employee affected by lay-off through no fault of his/her own shall be eligible for re-employment. Written notice of lay-off shall be thirty (30) calendar days prior to the effective date unless of an emergency nature.

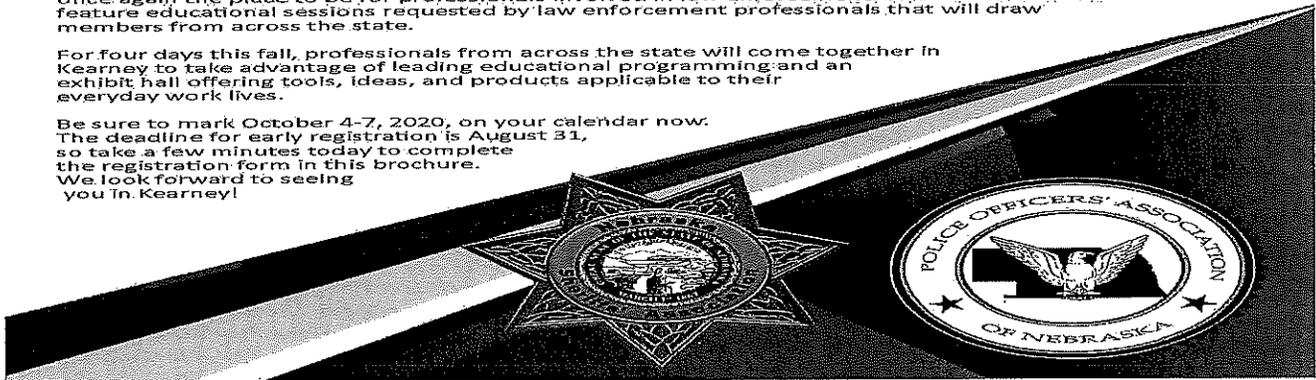
Marcus Pazosa  
Scott Greenwalt

**2020 NSA/POAN NEBRASKA  
LAW ENFORCEMENT CONFERENCE**  
OCTOBER 4-7, 2020 - KEARNEY, NE - ATTENDEE BROCHURE  
VALUABLE TRAINING FOR ALL LAW ENFORCEMENT PROFESSIONALS

Connect with law enforcement professionals across the state at the 2020 NSA/POAN Conference on October 4-7, 2020 in Kearney, NE! The 2020 NSA/POAN Nebraska Law Enforcement Conference is once again the place to be for professionals involved in law enforcement. The convention will feature educational sessions requested by law enforcement professionals that will draw members from across the state.

For four days this fall, professionals from across the state will come together in Kearney to take advantage of leading educational programming and an exhibit hall offering tools, ideas, and products applicable to their everyday work lives.

Be sure to mark October 4-7, 2020, on your calendar now. The deadline for early registration is August 31, so take a few minutes today to complete the registration form in this brochure. We look forward to seeing you in Kearney!



## 2020 NSA/POAN Conference

October 4, 2020 12:00 AM - October 7, 2020 12:00 AM  
(CDT ((GMT-06:00) Central Time))

### Description

Connect with law enforcement professionals across the state at the 2020 NSA/POAN Conference on October 4-7, 2020 in Kearney, NE!

The 2020 NSA/POAN Nebraska Law Enforcement Conference is once again the place to be for professionals involved in law enforcement. The convention will feature educational sessions requested by law enforcement professionals that will draw members from across the state.

For four days this fall, professionals from across the state will come together in Kearney to take advantage of leading educational programming and an exhibit hall offering tools, ideas, and products applicable to their everyday work lives.

# Swimming Pools

## • Gatherings

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
  - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, **Swimming Pools, or any other confined indoor or outdoor space.**
    - > Groups shall be no larger than six (6) individuals.
    - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30<sup>th</sup> and may be extended.
  - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
  - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

## • Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

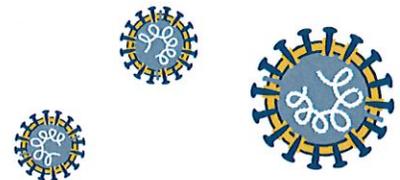
## • Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
  - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

## • Wedding & Funeral Reception Venues

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
- Self-serve buffets and salad bars are prohibited. Venue staff must serve food directly to all individuals.
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

**Starting June 1<sup>st</sup>, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements**



## Outline of Changes to Upcoming DHMs Phase II

### Statewide Changes starting June 1<sup>st</sup>

- **Travel Quarantine**
  - All individuals returning from international travel only will be required to quarantine upon returning to Nebraska for 14 days.
  - The restriction will not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.
  
- **Sports**
  - Team sports have been categorized by contact level (contact, limited-contact, non-contact) based on guidance from the April 2008 American Academy of Pediatrics Classification of Sports According to Contact. These categories will be used for determining the opening of different team sports.
  - Limited and Non-contact team sports including baseball, softball, and volleyball practices may begin June 1<sup>st</sup>.
  - Limited and Non-contact team sports including baseball, softball, and volleyball games may begin June 18<sup>th</sup>.
  - Rodeo events may also begin starting June 1<sup>st</sup>.
  - “June 1<sup>st</sup> Statewide Sports Reopening Guidelines” must be followed for both youth and adults.
    - ◆ Rodeos are permitted to follow Gatherings DHM requirements.
    - ◆ Schools gyms and weight rooms are permitted to follow gyms, fitness centers/clubs, health clubs, and health spas DHM requirements.
  - Contact sports like basketball, tackle football, soccer, wrestling, etc. remain prohibited.

### Starting June 1<sup>st</sup>, the following guidelines apply to all counties except for those located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota)

- **Bars & Restaurants**
  - Restaurants remain open for dine-in and Bars, Bottle Clubs, and Gentlemen’s Clubs can reopen.
    - ◆ Patrons will be required to be seated while on premise unless they are placing an order or using the restroom.
  - Limited to 50% of rated occupancy maximum at a time.
  - Six (6) feet separation between seating of different parties.
  - Six (6) feet of separation between entertainers, performers, dancers, and patrons.
  - Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
  - Food may not be consumed at bar seating.
  - Games such as pool, darts, arcade games, etc. are prohibited.
  
- **Childcare Facilities**
  - Will remain at not more than 15 children per room/space.
    - ◆ All other state provisions, statutes, and regulations, including child to staff ratios, still apply.



## Scientific Advisory Council Answers COVID-19 and Aquatics

### Questions to be addressed:

The emergence of the coronavirus disease 2019 (COVID-19) pandemic has raised questions among aquatic facilities, lifeguards and instructors about the operation of aquatic facilities, education of lifeguards and lifeguarding rescues and resuscitation, and delivery of American Red Cross courses. This document provides guidance to Red Cross instructors, aquatic facility operators, and students. In addition, lifeguarding students may have questions about alterations to rescues and resuscitation during the COVID-19 public health emergency.

The recommendations in this document are based on the latest information from the Centers for Disease Control and Prevention (CDC). Aquatic facility operators and lifeguards should be aware that state and local officials may put in place orders that would further affect operations.

1. When is it safe for our aquatic facility to re-open?
2. What are the general aquatic-related COVID transmission risks?
3. In planning to open what policies and procedures should be in place?
4. Upon reopening, what social distancing measures should be applied to changing areas, pool deck areas, and swimming areas?
5. Upon reopening, which activities should be allowed and what precautions should be taken for each?
6. What precautions should be put in place for people at higher risk of serious disease?
7. What screening measures should be utilized for patrons and staff entering the facility?
8. What personal protective measures should be utilized by patrons and staff within the facility?
9. Are there any COVID-specific changes which should be made to pool/hot-tub cleaning and maintenance operations?
10. What cleaning methods should be used for facilities?
11. What practices should be employed to improve the safety of lifeguards during in-service training?
12. What personal protective measures should be employed by lifeguards responding to medical emergencies?
13. What adaptations should be employed by lifeguards performing rescues?
14. What adaptations to resuscitation should be made?

**Answer:**

**1. When is it safe for our aquatic facility to re-open?**

Many municipalities are beginning to allow the reopening of businesses and public spaces, with large regional variability in terms of timelines and policies. The federal government released the “Opening Up America Again” guidelines, which outline a phased approach to reopening municipalities. This framework is then adapted by state and local authorities. These guidelines in combination with state and local authority’s orders should be reviewed by facility leadership to determine if the region in which their facility functions has met the guidelines criteria for beginning reopening and if their facilities can open while meeting restrictions in place. If the decision is made to begin reopening, the primary factor which will guide the facility’s timeline and policies is the physical space available to allow for proper distancing. This topic is covered in more detail throughout this document. A secondary factor will be understanding the steps and modifications lifeguards will need to make and whether those can be implemented.

**2. What are the general aquatic-related COVID transmission risks?**

There is currently no evidence to suggest that COVID-19 is spread person to person via the water in environments such as pools or spas. The primary spread in these environments would be by close proximity of individuals, which is often encountered during recreation or exercise activities. Additionally, close quarters such as facility classrooms, locker rooms, and other common spaces are potential environments for increased risk of disease transmission. There is also risk of transmission for lifeguards during rescues and removals from the water where the guard may be in close proximity to the victim. Lastly, while not the primary method of transmission, there is the possibility of transmission via surfaces at the facilities.

**3. In planning to open what policies and procedures should be in place?**

As a facility plans to reopen it is vital to have the proper policies and procedures in place that address operations, emergencies, staff, and patrons. These should include at a minimum as appropriate:

- Policies and procedures for social distancing and the use of personal protective equipment at work.
- Policies and procedures for sanitizing and disinfecting common and high-traffic areas.
- Policies and procedures related to symptom screening, such as temperature checks and questionnaires.
- Policies and procedures for addressing a sick staff member or patron including approaches to closing, cleaning and notification of local public health.
- Policies and procedures to assign specific staff to monitoring social distancing and wearing face coverings and prohibition of lifeguards who are watching bathers from participation in these activities which can be distracting.

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- Policies and procedures related to testing for COVID-19.
- Policies and procedures for responding should an employee develop symptoms of, or test positive for, COVID-19 while at work, such as procedures for isolating the ill employee, performing contact tracing and deep cleaning the workplace and requirements that must be met for the employee to return to work.
- Policies and procedures related to business travel.
- Policies and procedures related to sick leave.
- Policies and procedures related to teleworking.

#### **4. Upon reopening, what social distancing and other measures should be applied to changing areas, pool deck areas, and swimming areas?**

Once the decision is made to reopen as allowed by state and local authorities, modifications of operations, facility changes and installation and signage will need to be planned and implemented. The plans for social distancing, occupancy limits, group size limitations and additional actions should consider state and local orders and guidance.

- Lifeguards who are actively lifeguarding should not be expected to monitor handwashing, use of face coverings or social distancing. This responsibility should be assigned to another staff member.
- Current recommendations for proper distancing should be taken into consideration to determine capacities for the facility, locker-rooms, classrooms, offices, food service areas (as allowed to be opened) and pools and spas.
- All appropriate measures should be taken to allow for proper distancing throughout a facility. This also includes instructions for bathers to keep separated and for no contact between bathers.
- Additionally, deck organization of chairs and social areas should be reconfigured to adhere to these recommended distances.
- Provide physical cues or guides (for example, lane lines in the water or chairs and tables on the deck) and visual cues (for example, tape or decals on the decks, floors, or sidewalks) and signs to ensure that staff, patrons, and swimmers stay at least 6 feet apart, especially for all areas where lines may form, such as entrances to facility and locker rooms.
- Staggering use of communal spaces and water areas may provide an additional method to maintain social distancing and limit group sizes and overall occupancy.
- Sufficient facilities for hand hygiene need to be provided. Supplies should include soap, hand sanitizer with at least 60 percent alcohol (for staff and older children who can safely use hand sanitizer), paper towels, tissues, and no-touch trash cans.

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- Facilities should ensure that there are hand sanitizer stations throughout the facility to supplement hand washing areas and locations where hand washing is not immediately available, including but not limited to:
  - Facility entrance
  - Exiting the water
  - Areas for food service
  - Entrance to classrooms, meeting rooms, staff break areas, locker rooms and changing facilities.
- Processes and directions to patrons should be established to avoid sharing of objects to include:
  - Discouraging people from sharing items that are difficult to clean, sanitize, or disinfect or that are meant to come in contact with the face (for example, goggles, nose clips, and snorkels).
  - Ensuring adequate equipment for patrons and swimmers for the day or limiting use of equipment by one group of users at a time to allow sufficient time for cleaning and disinfecting between use.
  - Place signage throughout the facility to address at a minimum the following:
    - At entry to facility screening criteria and questions
    - Cloth face covering requirements
    - Encourage hand hygiene and covering your cough and sneeze
    - Social distancing requirements including bather separation and no contact between bathers
    - Modification of normal procedures and activities
      - Limitations on bathers
      - Changes in swim lanes
      - Alterations in exits and entrances to facilities, rooms, food service areas and facility
      - Closure of areas

The CDC has templates which can be used to help create facility signage.

### **5. Upon reopening, which activities should be allowed and what precautions should be taken for each?**

Resuming facility activities should be dependent upon the facility's ability to properly adhere to state and local orders and good practices which include but are not limited to adjusting the numbers of patrons, distancing patrons for each activity, and adaptation of operational approaches. Some examples include:

- If lap swimming occurs at the facility, reconfiguration of lane usage may be necessary based on lane width and proximity.
- If organized aquatic exercise courses occur at the facility, the number of participants should be determined by the available exercise area to allow for proper distancing.

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- Swim lessons and swim practice may be conducted only if the available space and skill of the swimmers allow for proper distancing between instructors and participants.
- Activities such as water polo, which necessitate close proximity of participants, should not commence upon re-opening.

### **6. What precautions should be put in place for people at higher risk of serious disease?**

Facilities should consider process to provide protections for patrons at higher risk of serious disease which can include:

- Specific times reserved for those at risk of more serious disease (ie, early morning hours, prior to arrival of other patrons with a lesser risk of serious disease)
- Segregated areas and classes for those at risk of more serious disease

### **7. What screening measures should be utilized for patrons and staff entering the facility?**

Staff should be asked to self-screen each day prior to coming to the facility and if they have any symptoms or a temperature above 100.4 should not come to work and only return upon meeting facility return to work guidance. Facilities may wish to consider also asking patrons who are scheduled (i.e. attending a class) to self-screen.

Facilities should screen all patrons and staff upon entering. Screening questions should ask if the person has had any of the following over the past 24 hours, and if any of these are present the staff or patron should be excluded from entry:

- Temperature is or has been greater than 100.4 degrees Fahrenheit (38 Celsius)
- Coughing
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- New loss of taste or smell
- Close contact with person with any of the above symptoms or known COVID-19

Temperature checks at a facility entrance may be considered based on local/regional guidelines/regulations and available resources. If the decision is made to perform temperature checks, proper personal protective equipment (PPE) should be worn by screening staff and cleaning of thermometers after each patron screening should adhere to CDC guidelines.

**8. What personal protective measures should be utilized by patrons and staff within the facility?**

As recommended by CDC, the wearing of cloth face coverings by all patrons and staff at the facility is considered good practice. Mandating cloth face coverings for all patrons should follow local regulations and practices. All staff should be mandated to wear cloth face coverings while at facilities. The general use of N95 masks during normal business operations is unnecessary. It should be recognized that visitors will need to lower masks when entering the water and when eating and drinking. Staff will also need to lower their masks for eating and drinking and any water activities including rescues.

Staff should wear disposable gloves when fulfilling duties requiring close contact with patrons and their personal belongings, such as cash payments, checking identification, and using shared writing utensils. Efforts should be taken by facilities to minimize these interactions through the use of contact-free payments, patron-swiping of entrance cards and discontinuation of sign in systems where not absolutely necessary. After removal of gloves staff should perform hand hygiene.

Staff should wear appropriate PPE when cleaning surfaces, collecting shared-use items such as pool equipment, fitness equipment, towels, and chairs. Shared-use systems for equipment, chairs, and towels should be minimized or discontinued if possible.

**9. Are there any COVID-specific changes which should be made to pool/hot-tub cleaning and maintenance operations?**

During this time of unknowns, scientists feel that free chlorine and bromine as primary disinfectants are adequate to deactivate SARS-CoV-2 at acceptable levels. Using chlorine at the ideal levels of free chlorine from 2 ppm to 4 ppm with a maximum of 10 ppm would be recommended. This would help ensure that all areas of circulating water in the swimming pool or spa are disinfected. Using bromine at the ideal levels of 4 ppm to 6 ppm with a maximum of 8 ppm would also be recommended. Cyanuric acid should not be used in spas or therapy pools at any time. If cyanuric acid is used in an outdoor swimming pool, the ideal range is 30 to 50 ppm and the chlorine levels should be maintained at the higher end of ideal. Testing of the disinfectant level and pH should be done on a frequent basis and in as many different areas around the pool/spa water to ensure adequate distribution of disinfectants. The ideal pH range would be from 7.4 to 7.6 for proper disinfection rates.

**10. What cleaning methods should be used for facilities?**

Facilities should refer to the Environmental Protection Agency website List N: Disinfectants for Use Against SARS-CoV-2. Refer to your Certified Pool Operator to ensure that the disinfectants are safe for use in contact with chlorinated pool water and consulting with the company or engineer that designed the aquatic venue to decide which are appropriate for the all areas of the facility. When using these agents follow manufacturer recommended PPE and processes.

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Facilities should put in place procedures for cleaning and disinfecting frequently touched surfaces at least daily and shared objects each time they are used. These include but are not limited to:

- Handrails, slides, and structures for climbing or playing
- Lounge chairs, tabletops, pool noodles, and kickboards
- Door handles and surfaces of restrooms, handwashing stations, diaper-changing stations, and showers

Procedures should also be established for:

- Systems so that furniture (for example, lounge chairs) that needs to be cleaned and disinfected is kept separate from already cleaned and disinfected furniture.
- Labeling containers for used equipment that has not yet been cleaned and disinfected and containers for cleaned and disinfected equipment.
- Laundering towels and clothing according to the manufacturer's instructions. Use the warmest appropriate water temperature and dry items completely.
- Protecting shared furniture, equipment, towels, and clothing that has been cleaned and disinfected from becoming contaminated before use.
- Ensuring safe and correct use and storage of disinfectants, including storing products securely away from children.

### **11. What practices should be employed to improve the safety of lifeguards during in-service training?**

Facilities should optimize distance learning and limit class sizes as per local guidelines. Classroom settings should maintain proper social distancing of at least 6 feet. Additionally, current COVID-19 specific recertification updates should be reviewed to determine the need for courses and to determine which type of courses (live vs virtual) will suffice.

All participants should be pre-screened upon arrival and use cloth face coverings when out of the water. Each participant should have their own cloth face covering.

Each instructor and student should have their own manikin, educational equipment and disposable equipment. All manikins and shared instruction materials should be decontaminated between use. For manikin cleaning and disinfection follow manufacturer's guidelines. In addition, the Red Cross provides general guidance on manikin decontamination.

When social distancing requirements are in place based on state and local orders, only training which allows for this distance and without contact between students and instructors can be conducted. If social distancing requirements are relaxed for this type of training, efforts should still be in place to minimize close proximity and contact of students and instructors to those activities which cannot be performed without this close

contact. Contact rescues and team-based CPR training can still be conducted with all of the above caveats.

The Red Cross has developed social distancing guidance for resuscitation education and “Interim Virtual Skills Training” for portions of its Lifeguarding courses. Facilities with access to instructor updates should review this material when planning and implementing courses.

**12. What personal protective measures should be employed by lifeguards responding to medical emergencies?**

With entrance screening, all patrons and staff can be at a lower risk for having active COVID infection, with the caveat that there is a chance for asymptomatic carriers. With this knowledge, if a patron or staff member presents for medical care, a distance of 6 feet should be maintained between the provider and patron, if feasible, for initial history taking for non-emergent conditions and for where no care may be needed. The patron should be wearing a face covering if they are in the facility. If they are not wearing a face covering, they should be asked to put their face covering on or provided one if the condition permits. Screening for COVID-19 symptoms should be included in the history.

If it is necessary to make direct contact with a patron or staff member for a medical emergency, the number of providers should be kept to the minimum required to provide proper care. PPE should be chosen based on the person’s condition.

For care provided to patrons or staff who have developed symptoms concerning for COVID-19, or who, based on information obtained are possible COVID-19 patients, in addition to the above precautions, providers should wear a simple face mask, eye protection gloves and gown. If aerosol generating procedures (i.e. suctioning, intubation, etc.) are anticipated, then providers should wear an N-95 mask. It is important to emphasize to providers that care should not commence on persons suspected of being infected with COVID-19 until all proper PPE is donned. For persons with possible or confirmed COVID-19 who are in cardiac arrest, one can consider immediate defibrillation, before donning PPE or donning additional PPE in situations where the provider assesses that benefits may exceed the risks.

**13. What adaptations should be employed by lifeguards performing rescues?**

For aquatic rescues, every effort should be made to minimize direct contact and face-to-face interactions with patients and to allow lifeguards to continue wearing a face covering. It is recognized that when lifeguards enter the water face coverings will need to be removed. When facilities open, they need to recognize that there may be situations in which lifeguards will need to perform in-water rescues that will require removal of their face coverings.

Maneuvers to reach the person while remaining on the deck, by way of extending or throwing a rescue device, should be prioritized if conditions permit. For rescues requiring

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entry into the water by the lifeguard, the use of equipment to distance the rescuer from victim should be employed if feasible.

If direct contact is necessary based on the person's condition, employing a rear approach and rescue to return the person to the deck is ideal, to minimize rescuer exposure to the person's face without protection.

For removal from the water, if possible, this should be performed by personnel on the deck who are wearing face coverings or PPE as indicated.

Facilities incorporating in-water resuscitation (IWR) (providing positive pressure ventilations in the water) should consider temporarily discontinuing this practice on the basis that it requires the use of mouth-to-mouth or mouth-to-mask ventilations without the degree of protection that would be recommended during the current public health emergency. Filters for pocket masks will vary greatly and may either not function in water or are a simple one-way valve that has not been tested for protection against COVID-19 transmission. Modifying rescue protocols to rapidly extricate the patient to the deck and initiate ventilations with a bag-valve-mask (BVM) and in-line HEPA filter is currently the best practice to ensure rescuer and staff safety. When applying BVM ventilations, emphasis should be given to maintaining a two-handed mask seal throughout ventilations and compressions.

### **14. What adaptations to resuscitation should be made?**

There are currently no specific data on COVID-19 transmission in the setting of cardiac resuscitation. Based on studies of other disease transmission, it is reasonable to conclude that chest compressions and cardiopulmonary resuscitation have the potential to generate aerosols.

While there would be a risk of disease transmission when performing CPR on a person with COVID-19, compression-only CPR may be associated with a decreased risk of transmitting the virus compared to CPR with rescue breathing. In addition, placing a cloth face covering over the victim's face can further reduce the risk of virus transmission during CPR.

For all drowning victims and pediatric patients, the benefit of positive pressure ventilations in addition to compressions should not be overlooked. Adequate PPE and resuscitation equipment to safely perform CPR with ventilations must be available prior to facilities opening.

CPR with ventilations has been shown to have a benefit compared with compression-only CPR for adults with a non-hypoxic cardiac arrest. However, due to the risk of virus transmission during intubation and ventilation, consideration should be made in facility procedures for performing compression-only CPR until needed PPE is available, with a face covering on the victim.

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As feasible, limit personnel in the resuscitation area to only essential personnel.

Ventilations should be performed using a BVM with high-efficiency particulate air (HEPA) filtration in the exhalation path per manufacturer recommendations as feasible. BVM ventilation provides distancing of the provider's face from the victim's face, providing the best protection from transmission. While ventilations using a pocket mask with a one-way valve does provide protection compared with mouth to mouth ventilations, it puts the provider in close contact with the victim and does not facilitate the use of a HEPA filter. BVM ventilation is best delivered with two rescuers, but in the absence of sufficient rescuers a BVM can be used by one provider.

Scientific Advisory Council Answer COVID-19 and Aquatics

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ARC SAC

Scientific Advisory Council Answer SARS-CoV-2 and COVID-19

Scientific Advisory Council COVID-19 Instructor Information

Scientific Advisory Council Answer COVID-19 and Resuscitation

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# C VID-19

## **RULES FOR RESTROOMS (Starting June 18)**

***Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.***

1. Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present.
2. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.

# C VID-19

## **RULES FOR CONCESSION STANDS (Starting June 18)**

***Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.***

Concession stands are allowed to open, if they meet the following:

1. Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
2. Clean and disinfect high touch surfaces regularly while players and fans are present.
3. Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
4. Whenever possible, practice social distancing between staff.
5. All employees directly interacting with customers should wear face coverings.
6. All food code regulations must still be followed.
7. Employees should wash hands frequently; provide hand sanitizer for customers.

## Outline of Changes to Upcoming DHMs Phase II

### Statewide Changes starting June 1<sup>st</sup>

- **Travel Quarantine**
  - All individuals returning from international travel only will be required to quarantine upon returning to Nebraska for 14 days.
  - The restriction will not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.
  
- **Sports**
  - Team sports have been categorized by contact level (contact, limited-contact, non-contact) based on guidance from the April 2008 American Academy of Pediatrics Classification of Sports According to Contact. These categories will be used for determining the opening of different team sports.
  - Limited and Non-contact team sports including baseball, softball, and volleyball practices may begin June 1<sup>st</sup>.
  - Limited and Non-contact team sports including baseball, softball, and volleyball games may begin June 18<sup>th</sup>.
  - Rodeo events may also begin starting June 1<sup>st</sup>.
  - “June 1<sup>st</sup> Statewide Sports Reopening Guidelines” must be followed for both youth and adults.
    - ◆ Rodeos are permitted to follow Gatherings DHM requirements.
    - ◆ Schools gyms and weight rooms are permitted to follow gyms, fitness centers/clubs, health clubs, and health spas DHM requirements.
  - Contact sports like basketball, tackle football, soccer, wrestling, etc. remain prohibited.

### Starting June 1<sup>st</sup>, the following guidelines apply to all counties except for those located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota)

- **Bars & Restaurants**
  - Restaurants remain open for dine-in and Bars, Bottle Clubs, and Gentlemen's Clubs can reopen.
    - ◆ Patrons will be required to be seated while on premise unless they are placing an order or using the restroom.
  - Limited to 50% of rated occupancy maximum at a time.
  - Six (6) feet separation between seating of different parties.
  - Six (6) feet of separation between entertainers, performers, dancers, and patrons.
  - Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
  - Food may not be consumed at bar seating.
  - Games such as pool, darts, arcade games, etc. are prohibited.
  
- **Childcare Facilities**
  - Will remain at not more than 15 children per room/space.
    - ◆ All other state provisions, statutes, and regulations, including child to staff ratios, still apply.

## ● Gatherings

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
  - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
    - > Groups shall be no larger than six (6) individuals.
    - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30<sup>th</sup> and may be extended.
  - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
  - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

## ● Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

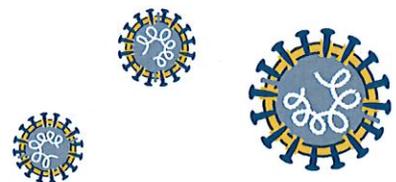
## ● Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
  - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

## ● Wedding & Funeral Reception Venues

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
- Self-serve buffets and salad bars are prohibited. Venue staff must serve food directly to all individuals.
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

***Starting June 1<sup>st</sup>, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements***



## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

### June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
  - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

## June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
  - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
  - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use.
  - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
  - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



# Timeline for a Local Option Sales Tax Ballot Question

Increase City Sales Tax from 1% to 1.5%; 1.75%, or 2%.

(If 2%, then you need an Interlocal Agreement with another Political Subdivision; perhaps a Community Development Authority - CDA) - City Adopted in 2006

\*\*\* St. Paul City Sales Tax is 5.5% plus 1% = 6.5%

## IMPORTANT

Google each year DATE of "Primary" Election on May 12, 2020 (Resolution to Howard County Clerk BY March 2, 2020)

Google each year DATE of "General" Election November 3, 2020 (Resolution to Howard County Clerk BY September 1, 2020)

## IMPORTANT!!!

\*\*\* IF SALES TAX BALLOT QUESTION FAILS, THEN IT CANNOT PRESENTED FOR ANOTHER 23 MONTHS!!!!

1) Place on City Agenda: Consideration of increasing Sales Tax for the PURPOSE of; and Amount: 1-19-2016

2) Place on City Agenda to Approve the increase amount of City Sales Tax on the Primary / General / or Special Election; Ballot Verbiage - purpose; Sunset Clause; AND moving forward on the increase!!! 2-1-2016

### APPROVE RESOLUTION!!! 2-16-2016

3) Place on the Agenda: Discuss - Approve / Deny RESOLUTION in placing the \_\_\_\_% Sales Tax question on the BALLOT for Primary / General / Special Election.

\*\*\* Once the RESOLUTION is approved, then certify a copy to the HOWARD COUNTY CLERK FOR THE ELECTION.  
(See Minutes & Resolution attached of February 16, 2016 for an Example)

If the City goes after an additional 1 % to equal a City 2% Sales Tax, then an Interlocal Agreement needs to be formed between two (2) Political Subdivisions. The other Political Subdivision could possibly be the Community Development Agency (CDA). Chapter 77 - 27,142 (2) d

If the City only goes for the additional 1/2% to equal City 1.50% Sales Tax, then the City does NOT need the Interlocal Agreement between the two (2) Political Subdivisions.

4) The City Clerk shall cause notice of said election to be published in the Phonograph Herald a legal newspaper published in Howard County and of general circulation in said City for at least two (2) weeks prior to the date of said election; **three (3) consecutive weekly issues immediately preceding the date set for said election.**

The City Clerk shall also cause a copy of the official ballot to be published once in said paper not more than

TEN (10) days nor less than three (3) days prior to the date of said election, and a sample ballot shall be posted in each of THE FOUR (4) PUBLIC PLACES in the City not less than three (3) days nor more than ten (10) days prior to the ELECTION. The notice calling the election shall be in the following form: See Example attached regarding the "NOTICE OF ELECTION - CITY OF ST. PAUL - HOWARD COUNTY, NEBRASKA"

**IMPORTANT:**

The voting places are accessible to individuals with physical mobility limitations. Early voters' ballots and supplies can be obtained at the office of the County Clerk (Election Commissioner) of Howard County as provided by law.

City Clerk to Sign document with SEAL and City Clerk Publish Dates:

(Example - 4-20; 4-27; and 5-4, 2016)

**County Clerk; Publish at least 40 days prior to election date and post in Office.**

**\*\*\*\*OFFICIAL SAMPLE BALLOT - CITY OF ST. PAUL, NEBRASKA of May 10, 2016**

**- Give to Phonograph Herald 4-28-16**

**Published on 5-4-16**

**ALSO: POST IN FOUR (4) PLACES: Homestead Bank; Citizens Bank; US Post Office; and City of St. Paul Office**

The polls will be open at 8:00 o'clock A.M. and will continue open until 8:00 o'clock P.M. on the same day, and the voting places shall be as follows:

**Place of Residence:**

**Polling Place**

a. North of Howard Avenue

Howard County Court House - Lower Level

b. South of Howard Avenue

St. Paul Public Library Conference Room

**Howard County Clerk will CERTIFY a copy of the Election RESULTS and send to the City of St. Paul City Clerk**

**To the Nebraska Department of Revenue: IMPORTANT!!!!**

- (1). A copy of the Ordinance adopted by the City to impose a sales and use tax.
- (2). A MAP of the City that you certify is correct.
- (3). A Certified Copy of the Election Results from the Howard County Election Commissioner.
- (4) Certified statement from Howard County Election Commissioner that the "Question" of imposing a City Sales Tax and Use Tax has NOT FAILED in the previous 23 Months.

# Local Sales and Use Tax Rates

Effective April 1, 2020

- **Dakota County** and **Gage County** each impose a tax rate of **0.5%**. See the County Sales and Use Tax Rates section at the end of this listing for information on how these counties are treated differently. The Total Rate column has an \* for those municipalities in Gage County that have an additional county tax added in the total rate.
- FIPS Code = Federal Information Processing Standard code used by Streamlined Sales Tax

City or Village	Local Rate	Total Rate (State + Local)	Local Code	FIPS Code	City or Village	Local Rate	Total Rate (State + Local)	Local Code	FIPS Code
Ainsworth	1.5%	7.0% (.07)	52-003	00415	David City	2.0%	7.5% (.075)	101-138	12315
Albion	1.5%	7.0% (.07)	81-004	00555	Daykin	1.0%	6.5% (.065)	180-140	12455
Alliance	1.5%	7.0% (.07)	27-008	00905	Decatur	2.0%	7.5% (.075)	217-141	12525
Alma	2.0%	7.5% (.075)	82-009	00975	Deshler	1.0%	6.5% (.065)	243-143	12840
Ansley	1.0%	6.5% (.065)	234-015	01535	DeWeese	1.0%	6.5% (.065)	173-144	12945
Arapahoe	1.0%	6.5% (.065)	157-016	01780	DeWitt	1.0%	6.5% (.065)	235-145	13015
Arcadia	1.0%	6.5% (.065)	192-017	01850	Diller	1.0%	6.5% (.065)	67-147	13085
Arlington	1.5%	7.0% (.07)	206-018	01990	Dodge	1.5%	7.0% (.07)	148-150	13295
Arnold	1.0%	6.5% (.065)	152-019	02095	Doniphan	1.0%	6.5% (.065)	181-151	13365
Ashland	1.5%	7.0% (.07)	50-021	02305	Douglas	1.5%	7.0% (.07)	43-153	13505
Atkinson	1.5%	7.0% (.07)	88-023	02550	Duncan	1.5%	7.0% (.07)	135-156	13890
Auburn	1.0%	6.5% (.065)	57-025	02655	Eagle	1.0%	6.5% (.065)	23-159	14100
Bancroft	1.5%	7.0% (.07)	198-030	03005	Edgar	1.0%	6.5% (.065)	102-161	14450
Bassett	1.5%	7.0% (.07)	99-035	03215	Edison	1.0%	6.5% (.065)	228-162	14520
Battle Creek	1.5%	7.0% (.07)	214-036	03250	Elgin	1.0%	6.5% (.065)	142-164	14730
Bayard	1.0%	6.5% (.065)	44-037	03285	Elm Creek	1.0%	6.5% (.065)	159-167	15360
Beatrice	2.0%	8.0% (.08)*	17-039	03390	Elmwood	1.5%	7.0% (.07)	105-168	15430
Beaver City	1.0%	6.5% (.065)	141-040	03495	Elwood	1.0%	6.5% (.065)	218-170	15570
Beaver Crossing	1.0%	6.5% (.065)	226-041	03530	Eustis	1.0%	6.5% (.065)	106-176	16165
Beemer	1.5%	7.0% (.07)	199-043	03635	Exeter	1.5%	7.0% (.07)	171-178	16340
Bellevue	1.5%	7.0% (.07)	3-046	03950	Fairbury	2.0%	7.5% (.075)	36-179	16410
Bellwood	1.5%	7.0% (.07)	223-047	04020	Fairfield	1.5%	7.0% (.07)	212-180	16445
Benedict	1.5%	7.0% (.07)	215-049	04195	Falls City	1.5%	7.0% (.07)	79-182	16655
Benkelman	1.5%	7.0% (.07)	176-050	04230	Farnam	1.0%	6.5% (.065)	143-183	16725
Bennet	1.0%	6.5% (.065)	147-051	04300	Fort Calhoun	1.5%	7.0% (.07)	229-188	17145
Bennington	1.5%	7.0% (.07)	42-052	04405	Franklin	1.0%	6.5% (.065)	209-190	17530
Bertrand	1.0%	6.5% (.065)	118-053	04615	Fremont	1.5%	7.0% (.07)	62-191	17670
Big Springs	1.0%	6.5% (.065)	100-055	04895	Friend	1.5%	7.0% (.07)	124-192	17775
Blair	1.5%	7.0% (.07)	53-057	05350	Fullerton	2.0%	7.5% (.075)	30-193	17810
Bloomfield	1.0%	6.5% (.065)	83-058	05455	Geneva	2.0%	7.5% (.075)	136-198	18405
Blue Hill	1.5%	7.0% (.07)	71-060	05560	Genoa	1.5%	7.0% (.07)	120-199	18475
Brainard	1.0%	6.5% (.065)	187-066	06120	Gering	1.5%	7.0% (.07)	37-200	18580
Bridgeport	1.0%	6.5% (.065)	32-068	06295	Gibbon	1.0%	6.5% (.065)	72-201	18615
Broken Bow	1.5%	7.0% (.07)	66-072	06610	Gordon	1.0%	6.5% (.065)	8-206	19350
Brownville	1.0%	6.5% (.065)	191-073	06750	Gothenburg	1.5%	7.0% (.07)	21-207	19385
Burwell	1.5%	7.0% (.07)	132-081	07345	Grand Island	2.0%	7.5% (.075)	34-210	19595
Cairo	1.0%	6.5% (.065)	207-085	07625	Grant	1.0%	6.5% (.065)	200-211	19910
Callaway	1.0%	6.5% (.065)	216-086	07660	Greeley	1.0%	6.5% (.065)	230-212	20015
Cambridge	1.5%	7.0% (.07)	145-087	07730	Greenwood	1.0%	6.5% (.065)	160-213	20190
Cedar Rapids	1.0%	6.5% (.065)	114-092	08220	Gresham	1.5%	7.0% (.07)	125-214	20225
Central City	1.5%	7.0% (.07)	78-094	08535	Gretna	1.5%	7.0% (.07)	161-215	20260
Ceresco	1.5%	7.0% (.07)	25-095	08570	Guide Rock	1.0%	6.5% (.065)	126-217	20365
Chadron	2.0%	7.5% (.075)	13-096	08605	Harrison	1.5%	7.0% (.07)	49-227	21240
Chambers	1.0%	6.5% (.065)	177-097	08675	Hartington	1.0%	6.5% (.065)	167-228	21275
Chappell	2.0%	7.5% (.075)	12-099	08885	Harvard	1.0%	6.5% (.065)	162-229	21345
Chester	1.0%	6.5% (.065)	178-100	09095	Hastings	1.5%	7.0% (.07)	33-230	21415
Clarks	1.5%	7.0% (.07)	158-101	09165	Hay Springs	1.0%	6.5% (.065)	68-231	21730
Clarkson	1.5%	7.0% (.07)	227-102	09200	Hebron	1.0%	6.5% (.065)	127-235	21905
Clatonia	0.5%	6.5% (.065)*	246-103	09270	Hemingford	1.5%	7.0% (.07)	48-236	22045
Clay Center	1.5%	7.0% (.07)	188-104	09375	Henderson	1.5%	7.0% (.07)	112-237	22080
Clearwater	1.5%	7.0% (.07)	197-105	09445	Hickman	1.5%	7.0% (.07)	213-242	22325
Coleridge	1.0%	6.5% (.065)	239-108	09865	Hildreth	1.0%	6.5% (.065)	89-243	22430
Columbus	1.5%	7.0% (.07)	60-110	10110	Holdrege	1.5%	7.0% (.07)	54-245	22640
Cordova	1.0%	6.5% (.065)	208-114	10495	Hooper	1.0%	6.5% (.065)	144-248	23025
Cortland	1.0%	7.0% (.07)*	119-116	10635	Howells	1.5%	7.0% (.07)	189-251	23340
Cozad	1.5%	7.0% (.07)	26-119	11020	Hubbard	1.5%	7.0% (.07)	236-252	23375
Crawford	1.5%	7.0% (.07)	20-122	11195	Hubbell	1.0%	6.5% (.065)	45-253	23410
Creighton	1.0%	6.5% (.065)	61-123	11230	Humphrey	1.5%	7.0% (.07)	146-255	23480
Crete	2.0%	7.5% (.075)	18-125	11370	Hyannis	1.0%	6.5% (.065)	154-257	23655
Crofton	1.0%	6.5% (.065)	179-126	11440	Imperial	1.0%	6.5% (.065)	163-258	23690
Curtis	1.0%	6.5% (.065)	51-129	11825	Jackson	1.5%	7.0% (.07)	164-263	24355
Dakota City	1.0%	6.5% (.065)	233-131	12000	Jansen	1.0%	6.5% (.065)	111-264	24530
Dannebrog	1.0%	6.5% (.065)	153-134	12140	Juniata	1.0%	6.5% (.065)	204-268	24950



RESOLUTION NO. \_\_\_\_\_ (Minutes)

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska, was held at the City Council Chambers in said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ o'clock p.m.

**Present were: Mayor: Joel M. Bergman; Council Members: Brenda Klanecky, Ralph Kezeor, Katie Kowalski and Jerry Thompson.** Absent: None. Notice of the meeting was given in advance thereof by the Phonograph Herald, a designated method for giving notice, as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the Mayor and all members of the Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Council Member \_\_\_\_\_ moved to approve Resolution No. \_\_\_\_\_ and moved its adoption. Council Member \_\_\_\_\_ seconded the foregoing motion and upon roll call on the passage and adoption of said Resolution, the following Council Members voted AYE: \_\_\_\_\_.

The following voted NAY: \_\_\_\_\_. Whereupon the Mayor declared said resolution passed and adopted. A true, correct and complete copy of said resolution is as follows:

RESOLUTION NO. \_\_\_\_\_

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ST. PAUL, NEBRASKA, as follows:

WHEREAS, N.R.S. Section 77-27,142 provides that any incorporated municipality is authorized to impose sales and use tax after an election on said issue is held and the said sales and use tax issue is approved by a majority vote of the electors voting at such election; and

WHEREAS, that the Mayor and Council deem **November 3, 2020**, in conjunction with the statewide General election, as an appropriate time to submit to the voters of the City of St. Paul, Nebraska, the question of imposing a sales and use tax of ½% (one-half of one percent), in addition to the one percent sales tax already in effect, for a total of one and one-half percent (1.50%) upon the same transactions within the City of St. Paul, Nebraska, on which the State of Nebraska is authorized to impose a tax, with the proceeds collected therefrom to be used for all lawful municipal purposes, including, but not limited to providing property tax relief by applying such sales tax proceeds to the payment of infrastructure bonded indebtedness of the City;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ST. PAUL OF ST. PAUL, NEBRASKA, as follows:

Section 1. A special election is hereby called and shall be held in the City of St. Paul, Nebraska to be held in conjunction with the statewide General election on the **3<sup>rd</sup> Day of November, 2020**, at which election there shall be submitted to the qualified electors of the City for their approval or rejection, the following proposition, to-wit:

- “Shall the Mayor and Council of the City of St. Paul, Nebraska, impose a sales and use tax of ½% (one-half of one percent), which shall be in addition to the 1% (one percent) sales and use tax already in effect, for total sales and use tax of 1 ½% (one and one-half percent) within the City, upon the same transactions within such municipality on which the State of Nebraska is authorized to impose tax pursuant to the Nebraska Local Option Revenue Act, as amended, which additional ½% (one-half of one percent) sales and use tax **shall continue in effect in perpetuity** from the date of imposition of such tax; the proceeds of which sales and use tax shall be used for all lawful municipal purposes which may include, but not be limited to providing **TAX RELIEF** by applying such sales tax proceeds to the payment of **infrastructure bonded indebtedness**; and further, shall the City of St. Paul, Nebraska, increase the budgeted restricted funds for fiscal year 2020-2021 by \$ \_\_\_\_\_ (\_\_\_\_%) over its current year’s restricted funds according to the adopted 2020–2021 budget?”
  
- \_\_\_\_\_ FOR said sales and use tax and restricted funds increase.
  
- \_\_\_\_\_ AGAINST said sales and use tax and restricted funds increase.

Section 2. The City Clerk shall cause notice of said election to be published in the Phonograph Herald, a legal newspaper published in the Howard County and of general circulation in said City for at least two (2) weeks prior to the date of said election (three (3) consecutive weekly issues immediately preceding the date set for said election). The City Clerk shall also cause a copy of the official ballot to be published once in said paper not more than ten (10) days nor less than three (3) days prior to the date of said election, and a sample ballot shall be posted in each of the three (3) public places in the City not less than three (3) days nor more than ten (10) days prior to the election. The notice calling the election shall be in substantially the following form:

NOTICE OF ELECTION  
CITY OF ST. PAUL  
HOWARD COUNTY, NEBRASKA

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a resolution passed by the Mayor and Council of the City of St. Paul, Nebraska, a special election has been called and will be held in conjunction with the statewide General election in said City on the 3<sup>rd</sup> Day of November, 2020, at which the following will be submitted to the qualified electors of the City for their approval or rejection:

- “Shall the Mayor and Council of the City of St. Paul, Nebraska, impose a sales and use tax of ½% (one-half of one percent), which shall be in addition to the 1% (one percent) sales and use tax already in effect, for total sales and use tax of 1 ½% (one and one-half percent) within the City, upon the same transactions within such municipality on which the State of Nebraska is authorized to impose tax pursuant to the Nebraska Local Option Revenue Act, as amended, which additional ½% (one-half of one percent) sales and use tax **shall continue in effect in perpetuity** from the date of imposition of such tax; the proceeds of which sales and use tax shall be used for all lawful municipal purposes which may include, but not be limited to providing **TAX RELIEF** by applying such sales tax proceeds to the payment of **infrastructure bonded indebtedness**; and further, shall the City of St. Paul, Nebraska, increase the budgeted restricted funds for fiscal year 2020-2021 by \$ \_\_\_\_\_ (\_\_\_\_%) over its current year’s restricted funds according to the adopted 2020–2021 budget?”
  - \_\_\_\_\_ FOR said sales and use tax and restricted funds increase.
  - \_\_\_\_\_ AGAINST said sales and use tax and restricted funds increase.

Voters desiring to vote in favor of the question shall blacken the oval immediately preceding the words “FOR said sales and use tax and restricted funds increase” and voters desiring to vote against the question shall blacken the oval immediately preceding the words “AGAINST said sales and use tax and restricted funds increase”.

If a majority of the votes cast upon such question shall be in favor of such bonds and tax, then the Mayor and Council of the City shall be empowered to issue such bonds and to impose a tax upon all of the taxable property in the City sufficient to pay the interest on and principal of such bonds as the same shall fall due. If a majority of those voting on the question shall be opposed to such bonds and tax, then the Mayor and Council of the City shall not issue such bonds or impose such tax.

The polls will be open at 8 o'clock a.m. and will continue open until 8 o'clock p.m. on the same day, and the voting places shall be as follows:

- North of Howard Avenue                      Howard County Court House – Lower Level
- South of Howard Avenue                      St. Paul Public Library Conference Room

The voting places are accessible to individuals with physical mobility limitations.

Early voters' ballots and supplies can be obtained at the office of the County Clerk (Election Commissioner) of Howard County as provided by law.

\_\_\_\_\_  
Connie Jo Beck, City Clerk/Deputy Treasurer

(SEAL)

City Clerk: Publish \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, 2020.

County Clerk: Publish at least forty (40) days prior to election date and post in office.

Section 4. The City Clerk is hereby instructed to certify a copy of this resolution containing the proposition to the County Clerk (Election Commissioner) of Howard County at least fifty (5) days prior to the date of the election, and the County Clerk (Election Commissioner) is requested to submit the proposition at such bond election.

Section 5. The County Clerk (Election Commissioner) shall prepare the ballots and issue early voters' ballots and appoint and supervise the election officials conducting such special election as provided by law. The election returns shall be made to the County Clerk (Election Commissioner). The municipal ballots, including early voters' ballots, shall be counted and canvassed as provided by law. Upon completion of the canvass of the vote by the County canvassing board the County Clerk (Election Commissioner) shall certify the election results to the governing body of the City. The County Clerk shall publish and post notice of election as required by law.

PASSED AND APPROVED this \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

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Joel M. Bergman, Mayor

ATTEST:

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Connie Jo Beck, City Clerk/Deputy Treasurer

(SEAL)

I, the undersigned, City Clerk for the City of St. Paul, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on \_\_\_\_\_, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four (24) hours prior to said meeting; that at least one (1) copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public; posted during such meeting in the room in which such meeting was held.

\_\_\_\_\_  
Connie Jo Beck, City Clerk/Treasurer

(SEAL)

OFFICIAL SAMPLE BALLOT  
CITY OF ST. PAUL, NEBRASKA  
ELECTION

November 3, 2020

- “Shall the Mayor and Council of the City of St. Paul, Nebraska, impose a sales and use tax of ½% (one-half of one percent), which shall be in addition to the 1% (one percent) sales and use tax already in effect, for total sales and use tax of 1 ½% (one and one-half percent) within the City, upon the same transactions within such municipality on which the State of Nebraska is authorized to impose tax pursuant to the Nebraska Local Option Revenue Act, as amended, which additional ½% (one-half of one percent) sales and use tax **shall continue in effect in perpetuity** from the date of imposition of such tax; the proceeds of which sales and use tax shall be used for all lawful municipal purposes which may include, but not be limited to providing **TAX RELIEF** by applying such sales tax proceeds to the payment of **infrastructure bonded indebtedness**; and further, shall the City of St. Paul, Nebraska, increase the budgeted restricted funds for fiscal year 2020-2021 by \$ \_\_\_\_\_ (\_\_\_\_%) over its current year’s restricted funds according to the adopted 2020–2021 budget?”
  - \_\_\_\_\_ FOR said sales and use tax and restricted funds increase.
  - \_\_\_\_\_ AGAINST said sales and use tax and restricted funds increase.

Published on \_\_\_\_\_, 2020.

**Connie Beck**

# Downtown Revitalization

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**From:** Lori Ferguson - South Central Economic Development District <LoriF@SCEDD.us>  
**Sent:** Tuesday, May 5, 2020 9:36 AM  
**To:** Connie Beck  
**Subject:** 2020 DTR Grant Application  
**Attachments:** Resolution 2019-4 SCEDD Assistance.pdf

Connie,

It has been quite some time since we connected! I'm starting to look at grant applications for 2020. Is St. Paul still wanting to submit a DTR application this year? With everything that has happened in recent months, I wanted to reach out and get an update. In 2019, the Council passed the attached resolution. If the City plans to move forward with an application, is this resolution still in effect or do I need to submit another for the council's approval? In my opinion, since the attached resolution doesn't specifically address an application cycle/year, it would be okay but I defer to the City attorney.

Please let me know. It looks like the application deadline for 2020 is September 15<sup>th</sup>. Lori

**Lori Ferguson, Community Consultant**  
**South Central Economic Development District, Inc.**  
401 East Avenue, 2<sup>nd</sup> Floor - PO Box 79 – Holdrege, NE 68949  
Website: [www.scedd.us](http://www.scedd.us)  
Phone 308.455.4770

**RESOLUTION 2019-4**

**REQUEST FOR THE SOUTH CENTRAL ECONOMIC DEVELOPMENT DISTRICT,  
INC. TO ASSIST WITH A CDBG APPLICATION  
FOR DOWNTOWN REVITALIZATION**

WHEREAS, St. Paul is within a member county of the South Central Economic Development District, Inc. (SCEDD); and

WHEREAS, the City of St. Paul would like to apply for a Community Development Block Grant (CDBG); and

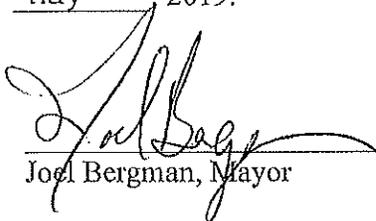
WHEREAS, the City of St. Paul desires to have grant application assistance for this Community Development Block Grant conducted by SCEDD; and

WHEREAS, SCEDD provides this service for no fee to member counties of the South Central Economic Development District, Inc.

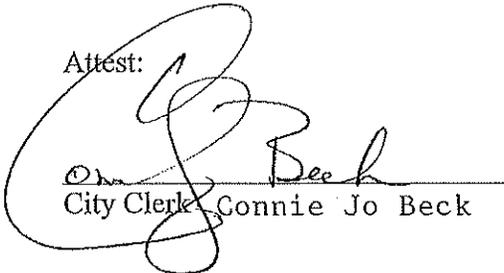
WHEREAS, the City of St. Paul agrees to accept full responsibility for following all grant guidelines and fulfilling all grant requirements and agrees to provide a local point of contact to work with SCEDD in the fulfillment of said services;

NOW THEREFORE, BE IT RESOLVED, that the City of St. Paul requests and authorizes SCEDD to provide grant application assistance for this Community Development Block Grant.

PASSED THIS 20th DAY OF May 2019.

  
\_\_\_\_\_  
Joel Bergman, Mayor

Attest:

  
\_\_\_\_\_  
City Clerk, Connie Jo Beck