

Agenda

1. Mayor Bergman calls meeting to order, with the "Pledge of Allegiance" and the "Open Meeting Statement"
2. Submittal of Requests for Future Agenda Items
3. Reserve Time to Speak on an Agenda Item
4. Discuss - Approve / Deny Jakester, LLC as the new ownership of the "Lottery Sales Outlet Location" more known as the "Office Bar" at 706 7th Street, St. Paul, Howard County, Nebraska.
5. Discuss - Approve / Deny Olsson's "Letter Agreement for Professional Services" regarding the Wastewater Treatment Facility Improvements Scope of Services. The anticipated start date is October 5, 2020, along with an anticipated design completion date of May 1, 2021. Olsson's "Scope of Services" will be provided on a time-and-expense basis not to exceed \$289,603. The Project Description and Location is at the City of St. Paul Lagoon Site; the Project Description: Design of two (2) Sequential Batch Reactor (SBR) basins, blower/lab/storage building, sludge storage lagoon, and a new main lift station. The project Phases consist of: (1) Project Management; (2) Topographic Survey; (3) Geotechnical Investigation; (4) Preliminary Design; (5) Final Design; (6) Project Permitting; (7) Equipment Pre-Selection Bid; and (8) Bid Phase Services.
6. Discussion to increase the City of St. Paul sewer rates; City has approximately 1104 customers (possible action).
7. Discuss - Approve / Deny the July 2020 Treasurer's Report and the August 10, 2020 Zoning Permits.
8. Discussion regarding the City of St. Paul charging a "garbage" processing fee; City has approximately 869 garbage customers (possible action).
9. Discuss - Approve / Deny the Elmwood Cemetery Foundation Board members as recommended by Mayor Joel M. Bergman:
 - President: Joel M. Bergman
 - Secretary: Gerald Solko
 - Treasurer: Steffany Tartaglia
 - Board member: Gene Rice and Randy Jerabek
10. Discuss - Approve / Deny amendments to the "Articles of Incorporation" and "Bylaws" of the League of Municipalities by voting "for" Proposed Actions 1, 2 and 3 on the attached "Regular Member Ballot, along with authorizing Mayor Bergman to sign the "Regular Member Ballot".
11. Reminder: The 2020-2021 Budget will be approved on Tuesday, September 8, 2020; City Clerk Beck is awaiting the valuation from the Howard County Assessor - this number is due on Thursday, August 20, 2020. Please see the attached revised budget.
12. Reminder: the first Council meeting in September 2020 will be on Tuesday, September 8, 2020 at 7:00 p.m.

13. Utility Superintendent Helzer updates
14. Chief of Police Paczosa updates a. Nuisance & Incident Report
15. Council member updates
16. Mayor Bergman updates:
 - a. City Well-field Pasture Rent

17. Public Comment Period - restricted to items on the agenda
18. Public Announcements
19. Closed Session: The City of St. Paul reserves the right to go into Closed Session when it is clearly necessary to protect the public interest or for the prevention of needless injury to the reputation of an individual; or pending litigation
20. Mayor Bergman adjourns City Council meeting.
21. Informational Items:
 - a. Time Certificates July 2020.
 - b. Receipt Sheet July 2020.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

August 17, 2020

City of St. Paul
Attn: Mayor Joel Bergman
704 6th Street
St. Paul, NE 68873

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Wastewater Treatment Facility Improvements (the "Project")
St. Paul, NE

Dear Mr. Bergman:

It is our understanding that the City of St. Paul ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: October 5, 2020

Anticipated Design Completion Date: May 1, 2021

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$289,603.00.

TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be Matt Helzer.

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

OLSSON, INC.

By 
Jeff Palik

By 
Joe Baxter

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF ST. PAUL

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated August 17, 2020 between City of St. Paul, NE ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated August 17, 2020 between the City of St. Paul ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: City of St. Paul Lagoon Site

Project Description: Design of two (2) SBR basins, blower/lab/storage building, sludge storage lagoon, and new main lift station as outlined in the Wastewater Treatment Facility Plan completed in 2015

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 – Project Management

Task 101 – Project Initiation Meeting

Conduct a project initiation meeting with stakeholders to refine project scope, review the project site, identify specific goals, determine survey area, establish schedule for completion, and establish channels of communication. Olsson will prepare and distribute minutes of the meeting.

Task 102 – Project Progress Meetings

The design team and subconsultants will hold up to 5 project progress meetings / design work shops as required throughout the project to discuss the project status, critical milestones, review progress submittals and design issues. The anticipated meetings are 30% design review, equipment pre-selection document review, 60% design review, 90% design review, and final design review.

Task 103 – Project Management

The Engineer Project Manager will serve as point of contact, maintain project schedule and budget, provide coordination of key tasks and the various disciplines involved in the project, facilitate internal project meetings, and be responsible for coordinating work of subconsultants. Engineer will develop web-based project management Smartsheet dashboard to facilitate document storage, management, and reviews.

Task 104 – City Council Meetings

Olsson anticipates four meetings to present the project to City Council. The anticipated meetings are equipment pre-selection document approval, equipment pre-selection bid approval, final project document approval, and project bid approval.

PHASE 200: TOPOGRAPHIC SURVEY

Task 201 - Locate Existing Utilities

Olsson shall contact the Diggers Hotline of Nebraska to request the location and size of any existing underground conduits or cables along the proposed projects alignment. Olsson shall have the horizontal location of the known existing utilities located in the field and incorporate this information into the project drawings as required. Utility locations will be based solely on information provided by the respective utilities; no exploratory excavation is included.

Task 202 - Establish Control and Survey

Olsson shall establish control points with known vertical and horizontal coordinates. Olsson shall perform topographic survey along the proposed improvements within the project area. Olsson shall also locate section corners and property pins to layout R.O.W. and property lines.

Task 203 - Reduce Survey & Cleanup Drawing

From the information collected in the survey, Olsson shall produce a topographic drawing of the project area in AutoCad format.

PHASE 210: GEOTECHNICAL INVESTIGATION

Task 211 - Geotechnical Borings

Olsson shall perform geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which may be required to provide information for design, and field and laboratory tests and analyses which are required to provide design information for the construction of the SBR basins, control / blower / garage building, new lift station, and site piping. Anticipated geotechnical borings are four borings (two – 50 foot borings, one- 35 foot boring, and one - 25 foot boring). Soils will be sampled in accordance with ASTM D1586 and ASTM D1587.

Task 212 - Laboratory Testing & Geotechnical Report

Olsson shall perform soil testing on the samples collected from the boring and shall prepare a geotechnical report interpreting the data on the exploratory work. Included will be recommendations for:

- a. Maximum allowable soil bearing pressures and estimates of maximum total and differential settlement for design of shallow foundations. Shallow foundation recommendations will include minimum footing sizes and the required frost depth or other minimum bearing depth. Remedial measures, such as over-excavation, surcharge, or ground improvement, will also be addressed, if needed.
- b. Lift thickness, moisture control, and compaction criteria for backfill and structural fill. OSHA standards for soil excavation criteria will be included or referenced.
- c. Seismic soil site classification per ASCE 7-10 and the 2012 IBC.
- d. Anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- e. Shrink/swell characteristics of the on-site soils and the potential for reuse of on-site soils as structural fill.
- f. Preparation of subgrade soils supporting concrete floor slabs, including an estimate of the modulus of subgrade reaction based on laboratory test results.
- g. Foundation and slab-on-grade drainage requirements.

- h. Lateral earth pressure values for restrained and/or unrestrained foundation/retaining walls, including passive pressures and sliding friction values to resist sliding.

Phase 220 – Preliminary Design

Task 221 – Preliminary Design

Olsson shall perform the preliminary design for the proposed wastewater treatment facility improvements. The preliminary design components include:

- Determine the flood elevation for the facility (100-year + 1 foot)
- Size treatment tanks, piping, pumps, blowers, and other process equipment.
- Prepare site layout for treatment tanks, control / blower / garage building, piping, drives, and walks.
- Perform preliminary sizing and layout for lined sludge storage lagoon and piping.
- Preliminary sizing and layout for new lift station.
- Prepare preliminary architectural design for control / blower / garage building which will include
 - o Provide preliminary floorplans
 - o Identify major architectural components
 - o Identify aesthetic components
 - o Establish the desired of storm resiliency for major components
- Identification of major instrumentation & control components
- Sizing of major electrical equipment and the electrical service needed at the site
- HVAC equipment sizing and configuration

Task 222 – Design Memorandum

Olsson shall prepare a design memorandum summarizing the items completed in the preliminary design. The design memorandum will include a preliminary Engineer's Opinion of Probable Costs for the recommended improvements. Olsson will present the results and recommendations of the draft design memorandum to the Client. Olsson shall review comments from an internal quality control review and from the Client. These comments shall be incorporated into the final design memorandum. Once approved by the Client, the design memorandum will serve as the basis of for the final design of the project. Olsson shall provide three hard copies and one digital copy of the final design memorandum to the Client for their use.

Phase 300 – Final Design

Task 301 – Finalize Design

Olsson shall complete the design of the improvements for the wastewater treatment facility outlined in the Design Memorandum. The finalize design shall include site layout, site piping, structural, mechanical electrical, and automation. The completed design shall follow requirements of state regulations.

Task 302 – Prepare Construction Documents

Construction documents, including technical specifications and front-end documents, will be prepared for regulatory review and public bidding based on Olsson's standard specifications and tailored, as necessary. Computer aided drafting (CAD) drawings, schedules, and schematics will be prepared for the improvements outlined in the Design Memorandum.

Task 303 – Quality Assurance and Quality Control (QA/QC)

Olsson shall complete a QA/QC review of the construction documents (plans and specifications) at the 60% design level and the 90% design level.

Task 304 – Prepare Cost Opinion

Olsson shall prepare a final engineer's opinion of probable costs based on the information in the plans and specifications. The cost opinion shall be presented to the Client.

Phase 310 – PROJECT PERMITTING

Task 311 - Storm Water Pollution Prevention Plan (SWPPP)

Olsson shall prepare Erosion Control Documents containing the following:

- Plan Sheet(s) showing the location of BMP's.
- Details & Standard Plans of BMP's to be used.
- 3-ring binder complete with permit and supporting documents
- Fill out Notice of Intent (NOI).

Task 312 - Nebraska Department of Energy and Environment (NDEE) Construction Permit

Olsson will submit the completed Design Memorandum to NDEE for review and comment when completed. Olsson will prepare the NDEE construction permit application for the project and will assist the Client in submitting the permit application. Olsson will coordinate with the Client on responses to any questions or comments that NDEE may have during review of the construction permit application.

BIDDING SERVICES

Phase 400 – Equipment Pre-Selection Bid Phase Services

The equipment pre-selection for the SBR equipment and blowers will be completed during the preliminary design phase. The selected equipment will be used as the basis for final design.

Task 401 - Prepare and Distribute Bid Documents

Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Olsson shall maintain a list of current holders of bid documents. Client to be responsible for advertising costs.

Task 402 - Answer Bidder Questions

Olsson shall answer bidder's questions regarding the construction documents.

Task 403 - Prepare Addenda

Olsson shall prepare and distribute addenda to the bidders that may be needed during the bid phase.

Task 404 - Attend Bid Opening

Olsson shall attend bid opening to assist Client in opening bids.

Task 405 - Evaluate Bids / Recommend Award

Olsson shall evaluate the bids and qualifications of the bidders and provide a recommendation of award to the Client.

Phase 410 – Bid Phase Services

Task 411 - Prepare and Distribute Bid Documents

Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Olsson shall maintain a list of current holders of bid documents. Client to be responsible for advertising costs.

Task 412 - Answer Bidder Questions

Olsson shall answer bidder's questions regarding the construction documents.

Task 413 - Prepare Addenda

Olsson shall prepare and distribute addenda to the bidders that may be needed during the bid phase.

Task 414 - Attend Pre-Bid Conference

Olsson shall attend a pre-bid conference prior to bid opening. Olsson will prepare the meeting agenda and will prepare meeting minutes

Task 415 - Attend Bid Opening

Olsson shall attend bid opening to assist Client in opening bids.

Task 416 - Evaluate Bids / Recommend Award

Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 417 – Conformed Contract Documents

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson.

CONSTRUCTION SERVICES

PHASE 620 – CONSTRUCTION ADMINISTRATION SERVICES

(Scope and fees for this phase shall be negotiated with Client after award of the construction contract and shall be established via a "Contract Amendment" to this contract.)

PHASE 640. CONSTRUCTION OBSERVATION SERVICES

(Scope and fees for this phase shall be negotiated with Client after award of the construction contract and shall be established via a "Contract Amendment" to this contract.)

PHASE 660. PROJECT CLOSE-OUT

(Scope and fees for this phase shall be negotiated with Client after award of the construction contract and shall be established via a "Contract Amendment" to this contract.)

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.575/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Friday, August 7, 2020 10:56 AM
To: Connie Beck; Matt Helzer
Cc: Jeff Palik; Joe Baxter
Subject: St. Paul WWTP Proposal
Attachments: St. Paul WWTF Improvements Proposal Signed.pdf

Connie/Matt,

Attached is Olsson's letter agreement for the WWTP work to be on your August 17th council meeting. Jeff and I plan on being at this meeting to go over any questions that may arise at the meeting. If you have any questions before the meeting please 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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[View Legal Disclaimer](#)

Date: 8/4/2020
 Job: St. Paul WWTF Improvements

0.00

Phase/ Task	Description of Work	TOTAL MAN- DAYS	TOTAL LABOR FEE	TOTAL EXPENSE FEE	TOTAL FEE
Phase 100 - Project Management					
101	Project Initiation Meeting	1.25	\$1,734	\$30	\$1,764
102	Project Progress Meetings (5)	7.75	\$10,850	\$250	\$10,900
102	Project Management	12.50	\$15,260		\$15,260
103	City Council Meetings (4)	2.00	\$2,608	\$120	\$2,728
	Sub-Total	23.50	\$30,252	\$400	\$30,652
Phase 200 - Topographic Survey					
201	Locate Existing Utilities	1.25	\$750		\$750
202	Establish Control & Survey	6.25	\$3,750	\$115	\$3,865
203	Reduce Survey & Cleanup Drawing	1.88	\$1,050		\$1,050
	Sub-Total	9.38	\$5,550	\$115	\$5,665
Phase 210 - Geotechnical Investigation					
211	Geotechnical Borings			\$4,540	\$4,540
212	Laboratory Testing & Geotechnical Report	6.50	\$5,172	\$200	\$5,372
	Sub-Total	6.50	\$5,172	\$4,740	\$9,912
Phase 220 - Preliminary Design					
211	Preliminary Design				
	Structural	0.63	\$910	\$25	\$935
	Mechanical	1.25	\$1,850	\$25	\$1,875
	Electrical	5.00	\$7,130	\$175	\$7,305
	A/T	2.50	\$3,250	\$25	\$3,275
	Civil / WW	18.75	\$21,050	\$25	\$21,075
	Architectural			\$4,434	\$4,434
212	Design Memorandum	8.75	\$8,974	\$100	\$9,074
	Sub-Total	36.88	\$43,164	\$4,809	\$47,973
Phase 300 - Final Design					
301	Final Design				
	Structural	1.88	\$2,730	\$25	\$2,755
	Mechanical	1.50	\$2,220	\$25	\$2,245
	Electrical	10.00	\$13,150	\$25	\$13,175
	A/T	11.25	\$14,700	\$25	\$14,725
	Civil / WW	16.25	\$18,230	\$25	\$18,255
	Architectural			\$4,434	\$4,434
302	Prepare Construction Documents				
	Structural	1.88	\$2,730	\$25	\$2,755
	Mechanical	6.50	\$6,920	\$25	\$6,945
	Electrical	16.25	\$17,900	\$25	\$17,925
	A/T	5.75	\$6,395	\$25	\$6,420
	Civil / WW	56.25	\$52,450	\$25	\$52,475
	Architectural			\$13,303	\$13,303
303	QA/QC	4.50	\$8,040	\$25	\$8,065
304	Prepare Cost Opinion	6.25	\$6,298	\$25	\$6,323
	Sub-Total	138.26	\$151,763	\$18,037	\$169,800
Phase 310 - Project Permitting					
311	Stormwater Pollution Prevention Plan	3.00	\$2,312	\$75	\$2,387
312	NDEE Construction Permit	1.50	\$1,648	\$125	\$1,773
	Sub-Total	4.50	\$3,960	\$200	\$4,160
Phase 400 - Equipment Pre-Selection Bid Phase					
401	Prepare and Distribute Bid Docs.	2.50	\$1,548	\$150	\$1,698
402	Answer Bidder Questions	2.63	\$3,075	\$1,478	\$4,553
403	Prepare Addenda	1.38	\$1,265		\$1,265
404	Attend Bid Opening	1.25	\$1,254	\$50	\$1,304
405	Evaluate Bids & Recommend Award	0.88	\$989		\$989
	Sub-Total	8.64	\$8,131	\$1,678	\$9,809
Phase 410 - Bid Phase Services					
601	Prepare and Distribute Bid Docs.	2.00	\$1,272	\$300	\$1,572
602	Answer Bidder Questions	4.13	\$3,512		\$3,512
603	Prepare Addenda	3.13	\$2,914		\$2,914
604	Pre-Bid Conference	1.13	\$1,311	\$15	\$1,326
605	Attend Bid Opening	1.25	\$1,254	\$65	\$1,319
606	Evaluate Bids & Recommend Award	0.88	\$989		\$989
	Sub-Total	12.52	\$11,252	\$380	\$11,632
	GRAND TOTAL	240.18	\$259,244	\$30,369	\$289,603

Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Tuesday, August 4, 2020 10:02 AM
To: Connie Beck
Cc: Matt Helzer; Jeff Palik
Subject: ST. Paul WWTP - Engineering
Attachments: St. Paul WWTF Improvements - Engineering Fee Breakdown.pdf

Connie,

Attached is the breakdown of the engineering costs for the new WWTP for your use at your budget meeting. These fees will get us through all design and bidding phase services. Once we get a contractor on board, there will be an amendment for construction phase services. If you have any questions on the items shown please 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 SAINT PAUL, NEBRASKA

ORDINANCE NUMBER 971

AN ORDINANCE OF THE CITY OF SAINT PAUL, HOWARD COUNTY, NEBRASKA AMENDING ARTICLE 245 TO CHAPTER 3 OF THE MUNICIPAL CODE OF THE CITY OF SAINT PAUL, NEBRASKA; PROVIDING FOR THE RATES; CUSTOMERS OF THE MUNICIPAL SEWER SYSTEM SHALL BE CHARGED; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING FOR THE TIME THIS ORDINANCE SHALL BE IN FULL FORCE AND TAKE EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SAINT PAUL, NEBRASKA;

SECTION 1. Article 245 of Chapter 3 of the Municipal Code of Saint Paul, Nebraska shall be amended to read as follows:

3-245 MUNICIPAL SEWER DEPARTMENT RATE SETTING

Customers of the Municipal Sewer Department shall be charged the following rate(s) for the use of sewer service: All users shall be charged, each month as set forth below.

EFFECTIVE NOVEMBER 1ST, 2016

The rate for all sanitary sewer users shall be \$2.10 per 1,000 gallons of water per month. The months of December, January, and February shall be used to determine the average usage for each month to charge the remainder of the year.

In addition to the \$2.10 per 1,000 gallons rate, a monthly service rate of \$15.50 shall apply regardless of water usage.

A user may request a reset of the average at any time during the year providing that the residence is occupied and in use. The three months following the request will be used to determine the average usage. Proration of the average due to extenuating circumstances, ex. water leaks, water shutoffs, & vacancies, is at the discretion of the utility superintendent and city administrator.

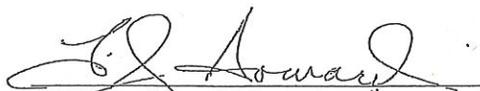
A "Sanitary Sewer User" shall mean any location with an individual water meter and/or individual electric meter.

SECTION 2. The City Council at any time may raise these rates due to emergencies and/or change in treatment and discharge regulations.

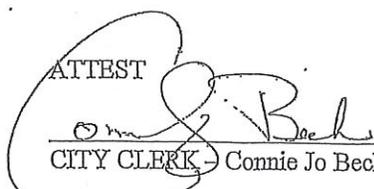
SECTION 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in full force and take effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS 3RD DAY OF OCTOBER, 2016


MAYOR - Tracy J. Howard

ATTEST


CITY CLERK - Connie Jo Beck

Treasurer's Report:

<i>Account Number</i>	<i>Prev. Mth Total</i>	<i>Current Mth Total</i>	<i>Total</i>	
Homestead Bank	June 30, 2020	July 31, 2020		Comments
Checking 100-027	\$ (799,952.01)	\$ 848,989.20	\$ 49,037.19	
Sales Tax 300-277	\$ (48,311.89)	\$ 37,145.53	\$ (11,166.36)	St. Mtr Veh; 25% Infr
Civic Center 300-749	\$ (7,752.87)	\$ 7,096.03	\$ (656.84)	
City REDLG 301-465	\$ (45,853.86)	\$ 10,767.48	\$ (35,086.38)	Med Ctr; Teresa's; Vogel; \$40,353 to ICS
Water Trmt 504-189	\$ (15,091.88)	\$ 15,093.16	\$ 1.28	
Keno 504-409	\$ (85,835.39)	\$ 88,254.36	\$ 2,418.97	Keno Proceeds
Sales Tax 504420	\$ (237,709.38)	\$ 121,127.72	\$ (116,581.66)	Civic Loan \$155,000, LB840 Proceeds
Pool 504-442	\$ (13,869.60)	\$ 13,870.78	\$ 1.18	
Premium General 504-684	\$ (24,553.84)	\$ 24,900.21	\$ 346.37	Assessments
General 504-805	\$ (23,301.87)	\$ 14,503.10	\$ (8,798.77)	Advanced Climate \$8,800
Sewer 504-849	\$ (19,195.72)	\$ 19,197.35	\$ 1.63	
Police 504-860	\$ (12,633.60)	\$ 12,634.67	\$ 1.07	
Senior Center 504-882	\$ (10,172.25)	\$ 10,173.11	\$ 0.86	
Brick (Street) 504-915	\$ (2,021.90)	\$ 2,021.99	\$ 0.09	
Library Maint. 504-970	\$ (20,325.16)	\$ 20,326.89	\$ 1.73	
Light Sinking 504-981	\$ (13,031.49)	\$ 13,282.61	\$ 251.12	St of NE Rent
Fire Sinking 504-992	\$ (7,473.76)	\$ 7,474.08	\$ 0.32	
EMT Sinking 505-003	\$ (17,874.90)	\$ 17,876.42	\$ 1.52	
Street Sinking 505-014	\$ (14,351.81)	\$ 14,353.03	\$ 1.22	
Park Sinking 505-025	\$ (19,264.13)	\$ 19,285.77	\$ 21.64	
TIF Projects 505-036	\$ (919.51)	\$ 1,564.00	\$ 644.49	
After School 505-146	\$ (3,173.95)	\$ 3,174.08	\$ 0.13	
Elm. Cem. Found. 505168	\$ (9,615.25)	\$ 9,615.66	\$ 0.41	
Civic Center Sink 505179	\$ (15,532.98)	\$ 15,534.30	\$ 1.32	
Walk/Bike 5482-7	\$ (3,439.82)	\$ 3,439.82	\$ -	

Light CD 3212195	\$	(41,669.06)	\$	41,842.36	\$	173.30	
Water CD 3212196	\$	(31,647.39)	\$	31,779.01	\$	131.62	
Sewer CD 3212197	\$	(36,921.97)	\$	37,075.52	\$	153.55	
Sewer CD 3212198	\$	(36,921.97)	\$	37,075.52	\$	153.55	
General CD 3212199	\$	(40,086.68)	\$	40,253.40	\$	166.72	
Fire CD 3212200	\$	(24,263.00)	\$	24,363.91	\$	100.91	
Ambulance CD 3212201	\$	(52,218.19)	\$	52,435.36	\$	217.17	
Park CD 3212202	\$	(42,196.53)	\$	42,372.02	\$	175.49	
General CD 3051705	\$	(221,226.57)	\$	222,164.21	\$	937.64	
Sales Tax CD 3327564	\$	(79,858.98)	\$	80,191.48	\$	332.50	
Light CD 3640996	\$	(44,158.21)	\$	44,158.21	\$	-	
General CD 3212279	\$	(153,774.67)	\$	154,886.48	\$	1,111.81	
Citizens Bank							
Consumer Deposit 102-415	\$	(50,329.50)	\$	50,079.50	\$	(250.00)	
Cafeteria 125 102-407	\$	(17,895.40)	\$	17,399.30	\$	(496.10)	
Health Ded 102-482	\$	(196,440.71)	\$	193,087.58	\$	(3,353.13)	
Cemetery Saving 753-122	\$	(5,653.17)	\$	5,653.17	\$	-	
Park Aluminum 772682	\$	(2,346.64)	\$	2,625.00	\$	278.36	
25% Infrastructure 102-342	\$	(46,827.24)	\$	34,637.24	\$	(12,190.00)	25% Infrast; Communtor \$19,000
25% Infrastructure ICS	\$	(64,074.53)	\$	64,120.78	\$	46.25	
Light ICS 103217	\$	(738,988.56)	\$	739,867.62	\$	879.06	
Water ICS 103225	\$	(149,282.00)	\$	103,948.61	\$	(45,333.39)	Water Dehumidifier
Sewer ICS 103241	\$	(323,378.30)	\$	323,762.97	\$	384.67	
General ICS 103209	\$	(1,299,627.40)	\$	1,511,423.28	\$	211,795.88	\$210,000 from #411025 to ICS
Building ICS 103233	\$	(48,310.14)	\$	48,367.61	\$	57.47	
Fire ICS 103268	\$	(130,206.31)	\$	130,361.19	\$	154.88	
Ambulance ICS 103276	\$	(258,139.77)	\$	258,446.85	\$	307.08	
Park ICS 103284	\$	(101,458.47)	\$	101,579.11	\$	120.64	
(Batting Cage)							
Police ICS 103292	\$	(24,272.61)	\$	24,301.43	\$	28.82	

Deposits and Checks printed for Month (held in statement folder)

2019-2020				
Month / Year	Deposit Total	Check Total	Grand Total	Comment
October 31, 2019	\$ 545,884.50	\$ (754,232.32)	\$ (208,347.82)	Bonds / LARM
November 30, 2019	\$ 359,578.28	\$ (358,840.38)	\$ 737.90	
December 31, 2019	\$ 589,175.43	\$ (847,524.63)	\$ (258,349.20)	Ameritas, BOK, Diamond Eng.
January 31, 2020	\$ 521,090.38	\$ (503,276.40)	\$ 17,813.98	
February 28, 2020	\$ 494,910.53	\$ (426,618.35)	\$ 68,292.18	
March 31, 2020	\$ 435,157.81	\$ (426,216.17)	\$ 8,941.64	
April 30, 2020	\$ 1,838,105.29	\$ (1,099,751.46)	\$ 738,353.83	Bond Anticip. 2019 Paving Proj.
May 31, 2020	\$ 663,681.51	\$ (1,107,486.54)	\$ (443,805.03)	Lagoon, Elm & Kelly Bond Pymt - \$81,789; moved \$500,000 Antic. funds to ICS; Diamond Eng \$128,967; REA \$128,521
June 30, 2020	\$ 557,998.83	\$ (703,522.68)	\$ (145,523.85)	Diamond \$68,502, Archer Credit \$33,289, Ameritas \$111,503
July 31, 2020	\$ 627,693.31	\$ (698,956.25)	\$ (71,262.94)	Trfr \$210,000 to Gen ICS; Diamond #6 \$78,968
August 31, 2020			\$ -	
September 30, 2020			\$ -	
Grand Total	\$ 6,633,275.87	\$ (6,926,425.18)	\$ (293,149.31)	

Deposit & Checks Monthly Total (Shared)



The City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

As of July 31, 2020

Homestead Bank

Checking (NOW) 300-100-027.....	\$ 848,989.20
City Sales Tax (Checking) 300-300-277.....	37,145.53
St. Paul Civic Center (MMDA) 300-300-749.....	7,096.03
City REDLG (Secure Plus) 300-301-465.....	10,767.48
Water Treatment Plant (Bond Reserve) (MMDA) 300-504-189.....	15,093.16
Keno (MMDA) 300-504-409.....	88,254.36
Sales Tax (P.I.) 300-504-420.....	121,127.72
Pool Construction (MMDA) 300-504-442.....	13,870.78
Premium Investment (P.I.) 300-504-684.....	24,900.21
General Equipment Sinking (MMDA) 300-504-805.....	14,503.10
Sewer Building & Equipment Fund (MMDA) 300-504-849.....	19,197.35
Police Equipment Fund (MMDA) 300-504-860.....	12,634.67
Senior Center Fund (MMDA) 300-504-882.....	10,173.11
Brick Account (MMDA) 300-504-915.....	2,021.99
Library Maintenance Reserve (MMDA) 300-504-970.....	20,326.89
Light Sinking Fund (MMDA) 300-504-981.....	13,282.61
Fire Sinking Fund (MMDA) 300-504-992.....	7,474.08
EMT Sinking Fund (MMDA) 300-505-003.....	17,876.42
Street Sinking Fund (MMDA) 300-504-014.....	14,353.03
Park Equipment Sinking Fund (MMDA) 300-505-025.....	19,285.77
TIF Projects (MMDA) 300-505-036.....	1,564.00
After School Program (MMDA) 300-505-146.....	3,174.08
St. Paul Elmwood Cemetery Foundation (MMDA) 300-505-168.....	9,615.66
Civic Center Sinking Fund (MMDA) 300-505-179.....	15,534.30
Walk/Bike Trail (Savings) 300054827.....	3,439.82
Light (TCD) 3212195 mat. 2/2/22.....	41,842.36
Water (TCD) 3212196 mat. 2/2/22.....	31,779.01
Sewer (TCD) 3212197 mat. 2/2/22.....	37,075.52
Sewer (TCD) 3212198 mat. 2/2/22.....	37,075.52

Citizens Bank & Trust

Consumer Deposit Fund (Checking) 102415.....	50,079.50
Cafeteria 125 (NOW) 102407.....	17,399.30
Health Deductible Account (NOW) 102482.....	193,087.58
Sales Tax Infrastructure (NOW) 102342.....	34,637.24
Cemetery (Savings) 753122.....	5,653.17
City Park Aluminum Improvement (Savings) 772682.....	2,625.00
General (TCD) 109366.....	58,080.89
General (TCD)109367.....	58,070.42
25% Sales Tax Infrastructure (ICS MMA) 102342.....	64,120.78
Lights (ICS MMA) 103217.....	739,867.62
Water (ICS MMA) 103225.....	103,948.61
Sewer (ICS MMA) 103241.....	323,762.97
General (ICS MMA) 103209.....	1,511,423.28
Building (ICS MMA) 103233.....	48,367.61
Fire (ICS MMA) 103268.....	130,361.19
Ambulance (ISC MMA) 103276.....	258,446.85
Park (ICS MMA) 103284.....	101,579.11
Police (ICS MMA) 103292.....	24,301.43
Keno (ICS MMA) 103314.....	66,440.78
Streets (ICS MMA) 103349.....	317,436.42
Library (ICS MMA) 103365.....	46,960.53
Senior Center (ICS MMA) 103373.....	30,670.93
Red Leg (ICS MMA) 103381.....	61,444.44
Pool (ICS MMA) 103438.....	20,447.26
Elmwood Cemetery (ICS MMA) 103446.....	74,066.61

Heritage Bank

ACH Account (MMDA) 411025.....	100,408.75
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Total City Funds.....\$ 6,603,987.10


City Treasurer

St. Paul Planning Commission
August 10, 2020
Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 10th day of August, 2020 in the City Council Chambers, 704 6th Street, St. Paul, Nebraska.

Chairman Chuck Schmid called the meeting to order at 12:05 p.m. with a statement regarding the Open Meeting Act, which is posted on the west wall of the City Council Chambers. The agenda was sent to the Commission members prior to the meeting. The Notice of Meeting was published in the newspaper, and the Agenda was posted in four (4) public places. Commission members present: Chairman Chuck Schmid, Connie Becker, Arvilla Jacobs, and Tony Walch. Commission member absent: Wilber Medbery. Also present Zoning Administrator Matt Helzer, Laura Berthelsen (minutes).

Commission member Walch moved to approve the July 27, 2020 meeting minutes. Commission member Jacobs seconded the motion. Commission members Becker, Jacobs, Schmid, and Walch voted aye, nays none. Motion carried 4/0.

Chairman Schmid presented the following zoning permits:

- (a) 2020-52 Steve & Shelly Shannon – Construct deck at 1115 Elm Street
- (b) 2020-53 Sarah Townsend – Construct deck and utility shed at 1221 Custer Street
- (c) 2020-54 Corey Hettinger – Construct deck at 121 6th Street

Commission member Becker moved to approve Zoning Permit applications 2020-52 through 2020-54. Commission member Walch seconded the motion. Commission members Becker, Jacobs, Schmid, and Walch voted aye, nays none. Motion carried 4/0.

The next St. Paul Planning Commission meeting will be on Monday, August 31, 2020 at 5:00 p.m.

Chairman Schmid adjourned the meeting at 12:16 p.m.

Sincerely,

Matthew T. Helzer
Zoning Administrator

Charles M. Schmid
Chairman

Laura Berthelsen
Planning Secretary

Zoning Classification R-2 Value \$ 500⁰⁰
Please call 811 before completing form

PERMIT NUMBER 2020-52
FEE \$25.⁰⁰ CASH CHECK# 2782

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

St. Paul, Nebraska: DIRECTIONS: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all requirement information is furnished.

Property Owner Steve & Shelly Shannon Contractor Steve Shannon

Address 1115 Elm St. Address 1115 Elm St

City, State, Zip St. Paul, Ne 68873 Phone Number 308-750-5086

Phone Number 308-750-~~422~~ 5086 Cell Phone as above

Complete Legal Description of the Property W 32' of Lot 6 + E 40' of Lot 7 Block 14 Milb km ADD St. Paul

Address of Construction Site 1115 Elm St.
(If none, one must be registered with City of St. Paul) In the Flood plain No?

Proposed Structure Deck Dimension of Structure 11 X 16

Distance from Front property line North 49'

Rear Property Line South 99' Side Property Line East 16' Second Side Line West 40' Between other buildings (Min 10')

Is there a utility easement on either the back or side property? No If so attach a copy of neighbor approval.

Approximately when will construction Start Aug. 2020 Finish Oct. 2020

To Whom Should the Improvements be assessed? Steve + Shelly Shannon

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 7-28-20
(Matt Helzer's signature)

Recommendations needed before approval: _____

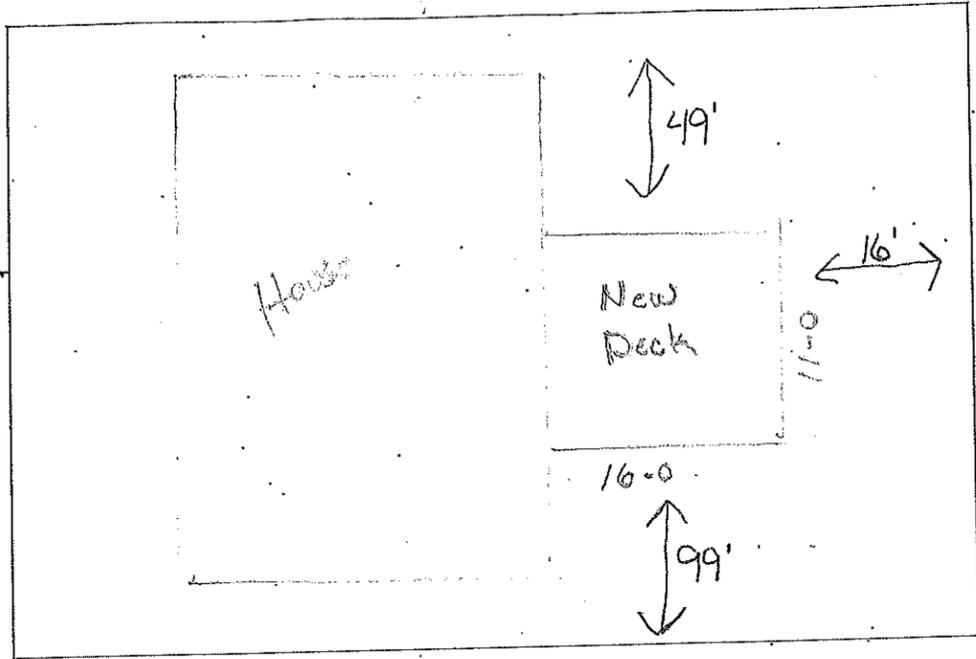
(One Mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel _____ and the Name of the Lot Split or Subdivision, _____

For Office Use Only:
Is the proposed use permitted within this zoning district? YES NO
Does the proposed use meet all the required setback distances? YES NO
Is a conditional use required for the proposed use? YES NO
Has a Conditional Use Permit been issued for this proposed use? YES NO
If yes, when does it expire? _____

Site Plan Sketch:

North Street Name Elm

Street Name
Sherrin
W



Street Name
Sherrin
E

South Street Name Davis

Indicate, by drawing, the shape and dimensions of the land, shape and dimensions of all existing and proposed building and structures and the distances from the proposed building and structures to all lot lines (from road frontages, side and rear lot lines). Show the location of roads fronting the property. **MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING - CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. NEW HOMES MUST CALL ELECTRICAL INSPECTOR, Kim Farnstrom 308-728-7612**

The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my part, such as might, if known, cause a refusal of this application, or any alteration or change in plans made without the approval of the Zoning Administrator subsequent to the issuance of the Permit, shall constitute sufficient grounds for the revocation of such permit. **This permit is valid for one (1) year from approval date and work must be started within the first 6 months.**

The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed and a Certificate of Occupancy is issued.

Signature of Applicant Shelly Sharma Date 7/27/2020

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator

Reasons for Denial:

Zoning Classification A-2

Value \$ 300

PERMIT NUMBER 2020-53

FEE \$25.00

CASH

CHECK# 1052

pd 8/5/20

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

St. Paul, Nebraska: DIRECTIONS: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all required information is furnished.

Property Owner Sarah M Call Townsend Contractor Self

Address 1221 Custer Street Address _____

City, State, Zip St. Paul, NE 68873 Phone Number _____

Phone Number 308-546-7212 Cell Phone _____

Complete Legal Description of the Property Tract in Lot 2 (68' x 100') Block 8 Dornalls Add St. Paul

Address of Construction Site 1221 Custer Street
(If none, one must be registered with the City of St. Paul) In the Flood Plain? NO

Remove old deck

Proposed Structure 8' x 10' Utility Shed, 14' x 14' Deck Dimension of Structure _____

Distance from Front property line 59' Rear property line 9' and 27'

Distance from Side property line 8' and 17' Second Side property line 50' and 37'
East West

Is there a utility easement on either the back or side property? YES

Approximately when will construction Start Aug 2020 Finish Aug. 2021

Contact Utility Superintendent at (308) 754-4483 regarding Inspection. Matt Helzer Date of visit 8-5-20
(Matt Helzer's signature)

Recommendations needed before approval: _____

For Office Use Only:

Is the proposed use permitted within this zoning district? YES NO

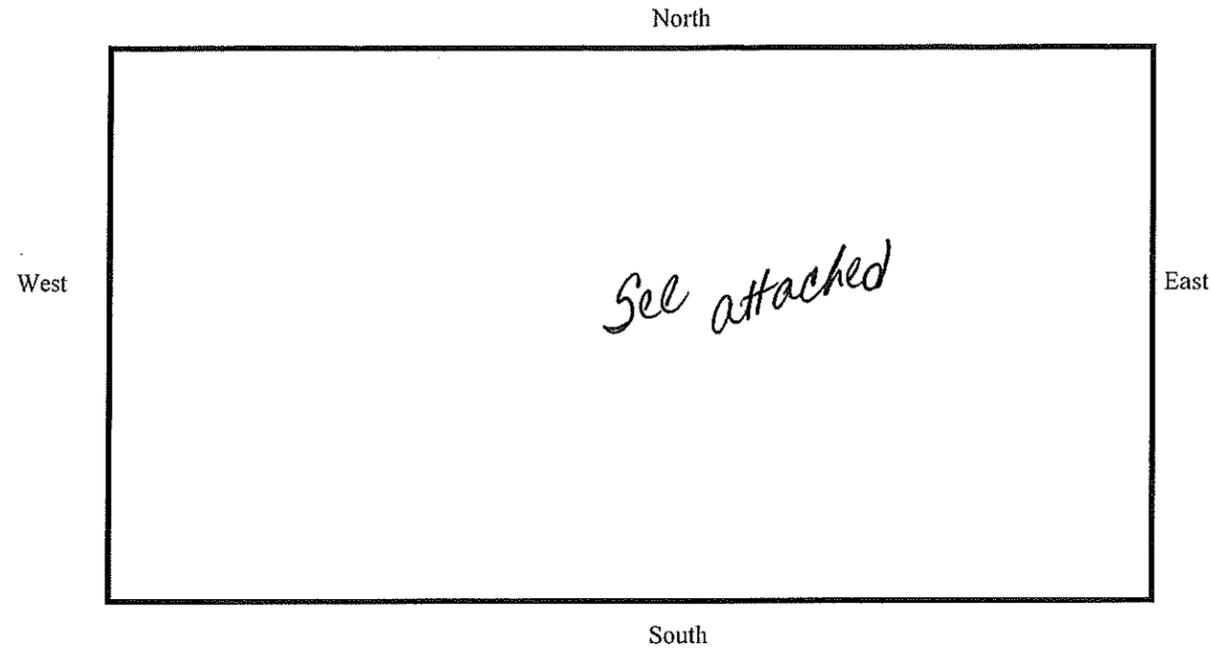
Does the proposed use meet all the required setback distances? YES NO

Is a conditional use required for the proposed use? YES NO

Has a Conditional Use Permit been issued for this proposed use? YES NO
If yes, when does it expire? _____

(One Mile radius outside city limits) If the structure is a residence on less than 10 acres, indicate the date this property was platted as a separate parcel _____ Name of the Lot Split or Subdivision _____

Site Plan Sketch:



Street Name: North boundary _____ South boundary _____
 Street Name: West boundary _____ East boundary _____

Indicate, by drawing, the shape and dimensions of the land, shape and dimensions of all existing and proposed building and structures and the distances from the proposed building and structures to all lot lines (from road frontages, side and rear lot lines). Show the location of roads fronting the property. **MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING – CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED.**

The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my part, such as might, if known, cause a refusal of this application, or any alteration or change in plans made without the approval of the Zoning Administrator subsequent to the issuance of the Permit, shall constitute sufficient grounds for the revocation of such permit. **This permit is valid for one (1) year from approval date and work must be started within the first 6 months.**

The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed.

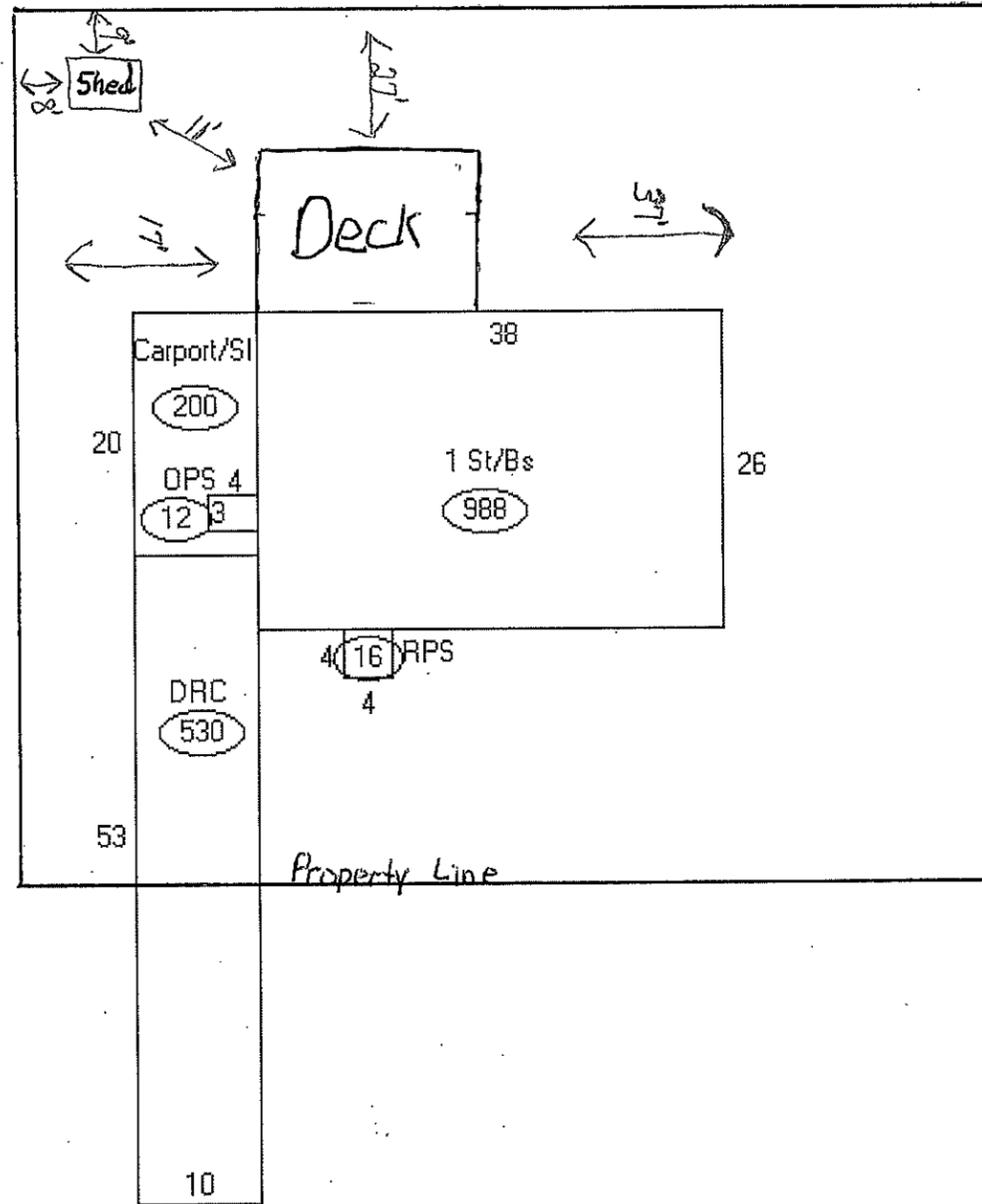
Signature of Applicant *Sarah Townsend* Date 8-5-20

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
 _____ Zoning Administrator

Reasons for Denial: _____

2020-53



Jackson Street

Custer Street

Zoning Classification R-2 Value \$ 1,500.00
Please call 811 before completing form.

PERMIT NUMBER 2020-54
FEE \$25.00 CASH CHECK# 3188
pd 7/28/20

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

St. Paul, Nebraska: DIRECTIONS: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all requirement information is furnished.

Property Owner Corey Hettinger Contractor property owner

Address 121 6th Address _____

City, State, Zip St. Paul, NE 68873 Phone Number _____

Phone Number 308-750-7676 Cell Phone _____

Complete Legal Description of the Property Lots 1+2, Block 118, Original Town

Address of Construction Site 121 6th St.
(If none, one must be registered with City of St. Paul) In the Flood plain NO?

Proposed Structure Deck on back side Dimension of Structure 14 x 18

Distance from Front property line 50'

Rear Property Line 60' Side Property Line 43' Second Side Line 7' Between other buildings (Min 10')

Is there a utility easement on either the back or side property? NO If so attach a copy of neighbor approval.

Approximately when will construction Start Fall 2020 Finish NA Fall 2020

To Whom Should the Improvements be assessed? property owner

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 8-10-20
(Matt Helzer's signature)

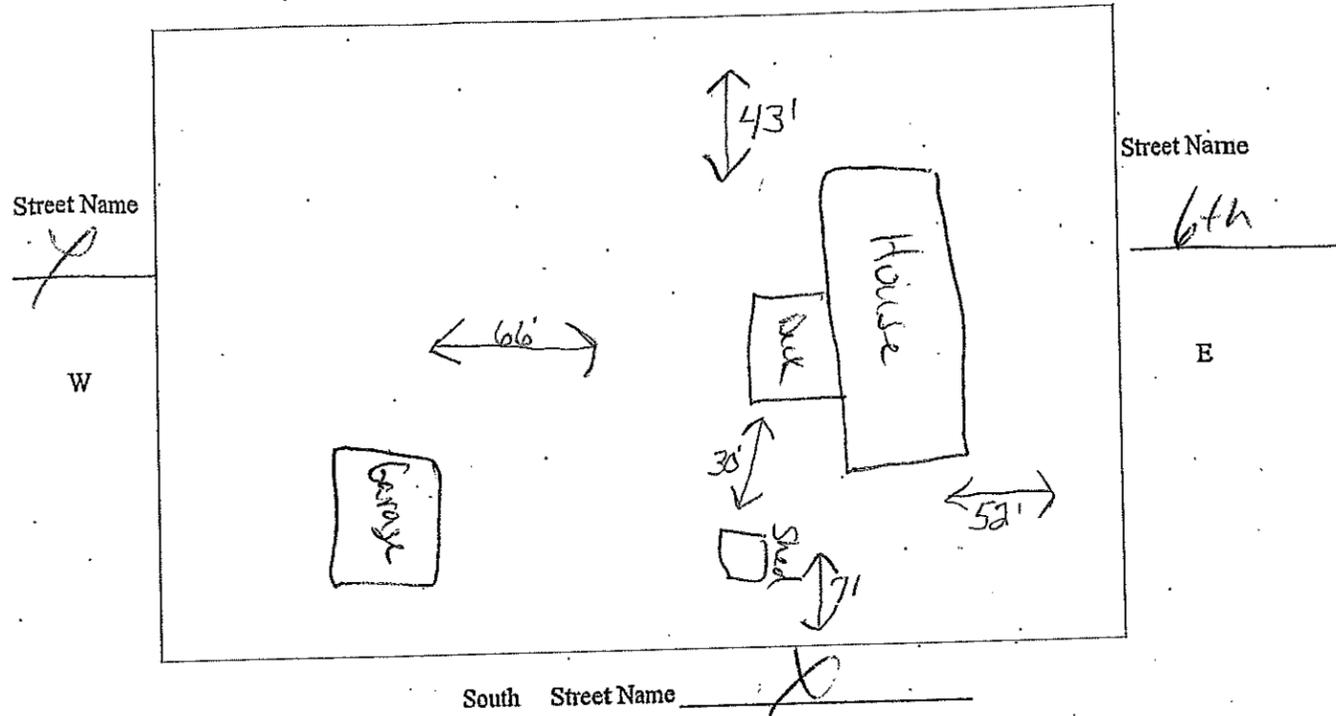
Recommendations needed before approval: _____

(One Mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel _____ and the Name of the Lot Split or Subdivision, _____

For Office Use Only:
Is the proposed use permitted within this zoning district? YES NO
Does the proposed use meet all the required setback distances? YES NO
Is a conditional use required for the proposed use? YES NO
Has a Conditional Use Permit been issued for this proposed use? YES NO
If yes, when does it expire? _____

Site Plan Sketch:

North Street Name Barker



Indicate, by drawing, the shape and dimensions of the land, shape and dimensions of all existing and proposed building and structures and the distances from the proposed building and structures to all lot lines (from road frontages, side and rear lot lines). Show the location of roads fronting the property. **MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING - CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. NEW HOMES MUST CALL ELECTRICAL INSPECTOR, Kim Farnstrom 308-728-7612**

The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my part, such as might, if known, cause a refusal of this application, or any alteration or change in plans made without the approval of the Zoning Administrator subsequent to the issuance of the Permit, shall constitute sufficient grounds for the revocation of such permit. **This permit is valid for one (1) year from approval date and work must be started within the first 6 months.**

The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed and a Certificate of Occupancy is issued.

Signature of Applicant [Signature] Date 8-7-20

For Office Use Only:
Permit is Approved _____ Denied _____ Date _____
Zoning Administrator

Reasons for Denial:

Connie Beck

From: brendae@lonm.org
Sent: Wednesday, August 12, 2020 8:32 AM
To: Connie Beck
Subject: HIGH PRIORITY: Please Vote on the Proposed Amendments to the League Articles and Bylaws

There have been a few questions from municipal clerks about how to word the actual agenda item for the League's "regular members" to vote to approve amendments to the League "Articles of Incorporation" and "Bylaws" to allow the League Annual Conference and Annual Business Meeting to be held by telephone conferencing, videoconferencing or similar technological means.

The agenda item could be stated as follows:

AGENDA ITEM # ____ Consider a motion to: 1) approve amendments to the "Articles of Incorporation" and "Bylaws" of the League of Nebraska Municipalities by voting "for" Proposed Actions 1, 2 and 3 on the attached "Regular Member Ballot"; 2) authorize the Mayor/Village Board Chair to sign the "Regular Member Ballot"; and 3) return both pages of the "Regular Member Ballot" to the League by no later than 5 p.m. CT, Oct. 1, 2020.

You are not required to include in your meeting packet the background information included in the League's email of August 6 explaining **the proposed amendments to the League "Articles of Incorporation" and "Bylaws."**

As noted on the "Regular Member Ballot," at least 20 properly completed ballots must be returned in order to meet the quorum requirements as provided in the League Bylaws. There is a minor technical change (noted in blue) relating to the introductory text of the "Regular Member Ballot" which does NOT affect the substance of any of the proposed amendments listed on the ballot: *"The percentage of approvals required to approve each matter is 66 2/3% of the votes cast or 51% of the voting power, whichever is less."* **If you have already approved the amendments on the ballot included with the League's email of Aug. 6, it is NOT necessary to approve the revised ballot since it is only a minor technical change.**

[Click here](#) for the revised "Regular Member Ballot."

THANK YOU so much for placing this item on your meeting agenda for approval by your city council/village board. If you have any questions, please feel free to call me at 402-432-4436.

L. Lynn Rex
Executive Director
League of Nebraska Municipalities
1335 L Street
Lincoln, NE 68508
Phone: 402-476-2829
Fax: 402-476-7052

Due to COVID-19, the **League Annual Conference and Annual Business Meeting** (Election of Officers and Directors to the League Executive Board) **will need to be held by telephone conferencing, videoconferencing or similar technological means.** In order to do so, **it is necessary for the League's "regular members" to vote to approve amendments to the League "Articles of Incorporation" and "Bylaws."**

To approve the amendments to the League "Articles of Incorporation" and "Bylaws," **please place on your agenda for an upcoming city council/village board meeting, the following:** 1) Proposed Amendments to the League "Articles of Incorporation"; 2) Proposed Amendments to the League "Bylaws"; and 3) the "Regular Member Ballot."

IMPORTANT: For this ballot to be counted, both pages must be received by the League no later than by 5 p.m. CT, Oct. 1, 2020. To return your ballot, please send it to Brenda Henning by: 1) email to brendah@lonm.org; 2) mail to League of Nebraska Municipalities, 1335 L Street, Lincoln, NE 68508; or 3) fax to (402) 476-7052.

[Click here](#) for background information explaining the proposed amendments to the League "Articles of Incorporation" and "Bylaws" to allow the League Annual Conference and Annual Business Meeting to be held by telephone conferencing, videoconferencing or similar technological means.

[Click here](#) for the proposed amendments to the League "Articles of Incorporation" and "Bylaws."

[Click here](#) for the "Regular Member Ballot."

Thank you so much for placing these items on your meeting agenda for approval by your city council/village board. If you have any questions, please feel free to call me at 402-432-4436.

L. Lynn Rex
Executive Director
League of Nebraska Municipalities
1335 L Street
Lincoln, NE 68508
Phone: 402-476-2829
Fax: 402-476-7052

This e-mail was sent from League Of Nebraska Municipalities (brendah@lonm.org) to cjbeck@cityofstpaulne.org.



To unsubscribe, please click on this link and follow the instructions: [Unsubscribe](#)

League Of Nebraska Municipalities, 1335 L St. Lincoln NE 68508, Phone Number: (402) 476-2829, Fax Number: (402) 476-7052, Email Address: brettb@lonm.org, Website : www.lonm.org

**LEAGUE OF NEBRASKA MUNICIPALITIES
REGULAR MEMBER BALLOT**

Twenty properly completed ballots must be returned in response in order to meet the quorum requirements.

The percentage of approvals required to approve each matter is 66 2/3% of the votes cast or 51% of the voting power, whichever is less.

Instructions: Mark "Vote For" to vote for each of the proposed actions listed below, and "Vote Against" to vote against it. Mark one box with respect to each proposed action. Note that the ballot has two pages. Sign where indicated below on the second page.

<input type="checkbox"/> Vote For <input type="checkbox"/> Vote Against	<p>Proposed Action 1: The Articles of Incorporation are amended to add the following provisions:</p> <p><u>ARTICLE VII. PUBLIC BENEFIT CORPORATION; MEMBERSHIP</u></p> <p>The Corporation is a public benefit corporation.</p> <p>The Corporation shall have regular members, as set forth in its Bylaws.</p> <p><u>ARTICLE VIII. AMENDMENT TO BYLAWS</u></p> <p>A. An amendment to the Bylaws that relates to the number of directors, the composition of the board of directors, the term of office of the directors, or the method or way in which directors are elected or selected must be approved:</p> <p>(1) By an affirmative vote of a majority of the directors then serving on the board of directors; and</p> <p>(2) By the regular members by two-thirds of the votes cast or a majority of the voting power, whichever is less.</p> <p>B. An amendment to the Bylaws that does not relate to the number of directors, the composition of the board of directors, the term of office of the directors, or the method or way in which directors are elected or selected must be approved:</p> <p>(1) By an affirmative vote of a majority of the directors then serving on the board of directors; or</p> <p>(2) By the regular members by two-thirds of the votes cast or a majority of the voting power, whichever is less.</p>
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**LEAGUE OF NEBRASKA MUNICIPALITIES
REGULAR MEMBER BALLOT (CONTINUED)**

<input type="checkbox"/> Vote For <input type="checkbox"/> Vote Against	<p>Proposed Action 2: The Bylaws are amended to add the following provision to Article II:</p> <p style="text-align: center;"><u>Section 10.</u> Regular members may participate in annual, regular, and special meetings or conduct such meetings through the use of any means of communication by which all members participating may simultaneously hear each other during the meeting. A regular member participating in a meeting by this means is deemed to be present at the meeting for all purposes, including but not limited to the existence of a quorum and voting.</p>
--	---

<input type="checkbox"/> Vote For <input type="checkbox"/> Vote Against	<p>Proposed Action 3: The Bylaws are amended to revise Article IX, Section 8 to read as follows:</p> <p style="text-align: center;"><u>Section 8.</u> These Bylaws may be amended in whole or in part as provided by the Articles of Incorporation.</p>
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City of St. Paul, NE

 (Name of City/Village)

By: _____
 (Signature)

 (Printed Name) Joel M. Bergman

Its: Mayor

 (Title: Mayor or Village Board Chair)

IMPORTANT: For this ballot to be counted, both pages, including signature, must be received by the League no later than by 5:00 p.m. prevailing Central time, October 1, 2020.

To return your ballot send it to Brenda Henning by email to brendah@lonm.org, by mail to: Attention: Brenda Henning, League of Nebraska Municipalities, 1335 L Street, Lincoln, NE 68508, or by fax to (402) 476-7052, to the attention of Brenda Henning.

BACKGROUND: SUMMARY OF PROPOSED AMENDMENTS

- I. Amendments to the Articles of Incorporation.** The League last amended its Articles of Incorporation on Oct. 12, 1990; the Revised Articles of Incorporation were filed with the Nebraska Secretary of State on Feb. 21, 1991. Since then, the Legislature amended the Nebraska Nonprofit Corporation Act (the “Act”) to require certain provisions and permit others. **The first amendment to the Articles adds two statements now required by the Act:** *1) the League is a public benefit corporation; and 2) the League shall have regular members, as set forth in its Bylaws.* “Public benefit corporation” is a category under the Act that includes 501(c)(4) organizations like the League.

The second amendment to the Articles relates to the manner of amending the Bylaws to conform the terms of the Articles to state law, by requiring regular member approval of certain amendments to the Bylaws. *Specifically, approval by the League Executive Board and regular members is required when an amendment relates to the number of directors, the composition of the board, the term of office of directors or the method or way in which directors are selected or approved.* Other amendments to the Bylaws can be approved by the Board or by the regular members.

Since the League Executive Board approved these amendments on July 16, 2020, these amendments will take effect upon approval by the regular members.

- II. Amendments to the Bylaws.** **The first amendment to the Bylaws addresses the manner of participating in members’ meetings.** COVID-19 has added to the difficulties associated with conducting large, in-person meetings. *To facilitate attendance, the League Executive Board approved an amendment authorizing attendance at members’ meetings by telephone conferencing, videoconferencing or similar technological means.* The League Executive Board approved this amendment on July 16, 2020; the regular membership is now being asked to approve it by **Regular Member Ballot** to facilitate participation in members’ meetings by telephone conferencing, videoconferencing or similar technological means.

The second amendment to the Bylaws is necessary to conform to the second amendment to the Articles, described above. *To ensure that the Articles and Bylaws remain in conformity, on July 16, 2020, the League Executive Board conditioned its approval of this amendment on the regular members’ approval of the corresponding amendment to the Articles, by written ballot.* Since this amendment has been approved by the League Executive Board, the amendments will take effect upon approval by the regular members.

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
LEAGUE OF NEBRASKA MUNICIPALITIES

Pursuant to Section 21-19,107 of the Nebraska Nonprofit Corporation Act, the undersigned nonprofit corporation adopts the following Articles of Amendment:

1. The name of the corporation is League of Nebraska Municipalities (the "Corporation").
2. The Articles of Incorporation are amended by adding Article VII, which reads as follows:

ARTICLE VII. PUBLIC BENEFIT CORPORATION; MEMBERSHIP

The Corporation is a public benefit corporation.

The Corporation shall have regular members, as set forth in its Bylaws.

3. The Articles of Incorporation are amended by adding Article VIII, which reads as follows:

ARTICLE VIII. AMENDMENT TO BYLAWS

A. An amendment to the Bylaws that relates to the number of directors, the composition of the board of directors, the term of office of the directors, or the method or way in which directors are elected or selected must be approved:

(1) By an affirmative vote of a majority of the directors then serving on the board of directors; and

(2) By the regular members by two-thirds of the votes cast or a majority of the voting power, whichever is less.

B. An amendment to the Bylaws that does not relate to the number of directors, the composition of the board of directors, the term of office of the directors, or the method or way in which directors are elected or selected must be approved:

(1) By an affirmative vote of a majority of the directors then serving on the board of directors; or

(2) By the regular members by two-thirds of the votes cast or a majority of the voting power, whichever is less.

4. The board of directors of the Corporation approved the foregoing amendment on _____.

5. All regular members were entitled to vote on the foregoing amendment, constituting a single class. ____ regular memberships are outstanding, and each regular member was entitled to cast one vote, for a total of ____ votes entitled to be cast on the matter. ____ undisputed votes were cast for the amendment. The number cast was sufficient for approval of the amendment.

6. No approval of the foregoing amendment was required from any person other than the regular members and the board of directors.

Dated this ____ day of _____, 2020

LEAGUE OF NEBRASKA MUNICIPALITIES

By: _____
Dwight Livingston, President
(Mayor of the City of North Platte)

By: _____
L. Lynn Rex, Secretary

AMENDMENT TO BYLAWS
OF
LEAGUE OF NEBRASKA MUNICIPALITIES

Pursuant to Section 21-19,114 of the Nebraska Nonprofit Corporation Act, the undersigned nonprofit corporation adopts the following amendments to its Bylaws:

1. Article II is amended by adding the following section, effective _____, 2020:

Section 10. Regular members may participate in annual, regular, and special meetings or conduct such meetings through the use of any means of communication by which all members participating may simultaneously hear each other during the meeting. A regular member participating in a meeting by this means is deemed to be present at the meeting for all purposes, including but not limited to the existence of a quorum and voting.

2. Article IX, Section 8 is revised to read as follows, effective _____, 2020:

Section 8. These Bylaws may be amended in whole or in part as provided by the Articles of Incorporation.

Dated this ____ day of _____, 2020

LEAGUE OF NEBRASKA MUNICIPALITIES

By: _____
Dwight Livingston, President
(Mayor of the City of North Platte)

By: _____
L. Lynn Rex, Secretary

**2020-2021
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM**

City of St. Paul
TO THE COUNTY BOARD AND COUNTY CLERK OF
Howard County

This budget is for the Period October 1, 2020 through September 30, 2021

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

<p>The following PERSONAL AND REAL PROPERTY TAX is requested for the ensuing year:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: right;">\$</td> <td style="width:15%; text-align: right;">639,835.00</td> <td>Property Taxes for Non-Bond Purposes</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: right;">202,000.00</td> <td>Principal and Interest on Bonds</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: right;">841,835.00</td> <td>Total Personal and Real Property Tax Required</td> </tr> </table>	\$	639,835.00	Property Taxes for Non-Bond Purposes	\$	202,000.00	Principal and Interest on Bonds	\$	841,835.00	Total Personal and Real Property Tax Required	<p>Projected Outstanding Bonded Indebtedness as of October 1, 2020 <i>(As of the Beginning of the Budget Year)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Principal</td> <td style="width:40%; text-align: right;">\$ 4,035,000.00</td> </tr> <tr> <td>Interest</td> <td style="text-align: right;">\$ 372,652.00</td> </tr> <tr> <td>Total Bonded Indebtedness</td> <td style="text-align: right;">\$ 4,407,652.00</td> </tr> </table>	Principal	\$ 4,035,000.00	Interest	\$ 372,652.00	Total Bonded Indebtedness	\$ 4,407,652.00
\$	639,835.00	Property Taxes for Non-Bond Purposes														
\$	202,000.00	Principal and Interest on Bonds														
\$	841,835.00	Total Personal and Real Property Tax Required														
Principal	\$ 4,035,000.00															
Interest	\$ 372,652.00															
Total Bonded Indebtedness	\$ 4,407,652.00															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: right;">\$</td> <td style="width:15%; text-align: right;">128,000,000</td> <td>Total Certified Valuation (All Counties)</td> </tr> </table> <p><i>(Certification of Valuation(s) from County Assessor MUST be attached)</i></p>	\$	128,000,000	Total Certified Valuation (All Counties)	<p align="center">Report of Joint Public Agency & Interlocal Agreements</p> <p>Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2019 through June 30, 2020?</p> <p align="center"><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p align="center"><i>If YES, Please submit Interlocal Agreement Report by September 20th.</i></p>												
\$	128,000,000	Total Certified Valuation (All Counties)														
County Clerk's Use ONLY	<p align="center">Report of Trade Names, Corporate Names & Business Names</p> <p>Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2019 through June 30, 2020?</p> <p align="center"><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p align="center"><i>If YES, Please submit Trade Name Report by September 20th.</i></p>															
APA Contact Information	Submission Information															
<p align="center">Auditor of Public Accounts State Capitol, Suite 2303 Lincoln, NE 68509</p> <p>Telephone: (402) 471-2111 FAX: (402) 471-3301</p> <p>Website: www.auditors.nebraska.gov</p> <p>Questions - E-Mail: Deann.Haeffner@nebraska.gov</p>	<p align="center">Budget Due by 9-20-2020</p> <p>Submit budget to:</p> <ol style="list-style-type: none"> 1. Auditor of Public Accounts -Electronically on Website or Mail 2. County Board (SEC. 13-508), C/O County Clerk 															

City of St. Paul in Howard County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2018 - 2019 (Column 1)	Actual/Estimated 2019 - 2020 (Column 2)	Adopted Budget 2020 - 2021 (Column 3)
1	Net Cash Balance	\$ 4,336,657.00	\$ 5,248,604.00	\$ 5,303,096.00
2	Investments	\$ 1,234,677.00	\$ 906,916.00	\$ 900,000.00
3	County Treasurer's Balance	\$ 46,213.00	\$ 42,509.00	\$ 42,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 5,617,547.00	\$ 6,198,029.00	\$ 6,245,096.00
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 752,512.00	\$ 825,000.00	\$ 833,500.00
7	Federal Receipts	\$ 424,400.00	\$ -	\$ 300,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 2,374.00	\$ 1,312.00	\$ 1,000.00
9	State Receipts: MIRF	\$ -	\$ -	\$ -
10	State Receipts: Highway Allocation and Incentives	\$ 315,792.00	\$ 321,345.00	\$ 294,030.00
11	State Receipts: Motor Vehicle Fee	\$ 23,805.00	\$ 23,239.00	\$ 23,000.00
12	State Receipts: State Aid	\$ -	\$ -	
13	State Receipts: Municipal Equalization Aid	\$ 84,952.00	\$ 102,054.00	\$ 113,658.00
14	State Receipts: Other	\$ 59,653.00	\$ -	\$ -
15	State Receipts: Property Tax Credit	\$ 39,704.00	\$ -	
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 44,677.00	\$ 42,000.00	\$ 44,000.00
18	Local Receipts: Local Option Sales Tax	\$ 333,183.00	\$ 342,644.00	\$ 340,000.00
19	Local Receipts: In Lieu of Tax	\$ -	\$ -	\$ -
20	Local Receipts: Other	\$ 3,913,330.00	\$ 5,864,403.00	\$ 5,421,248.00
21	Transfers In of Surplus Fees	\$ 308,647.00	\$ 258,109.00	\$ 261,805.00
22	Transfers In Other Than Surplus Fees	\$ 370,923.00	\$ 242,182.00	\$ 293,694.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 12,291,499.00	\$ 14,220,317.00	\$ 14,171,031.00
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 6,093,470.00	\$ 7,975,221.00	\$ 9,187,034.00
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 6,198,029.00	\$ 6,245,096.00	\$ 4,983,997.00
27	Cash Reserve Percentage			65%
PROPERTY TAX RECAP		Tax from Line 6		\$ 833,500.00
		County Treasurer Commission at 1%		\$ 8,335.00
		Total Property Tax Requirement		\$ 841,835.00

City of St. Paul in Howard County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:		<u>Property Tax Request</u>
General Fund	\$	<u>639,835.00</u>
Bond Fund	\$	<u>202,000.00</u>
_____ Fund		
_____ Fund		
Total Tax Request	** \$	<u>841,835.00</u>

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

<u>Special Reserve Fund Name</u>	<u>Amount</u>
Water/Sewer/Light Sinking	\$ 238,000.00
Fire/Police/Ambulance Sinking	\$ 114,000.00
General & Street Sinking	\$ 561,000.00
Cemetary/Park/Pool/Library Sinking	\$ 105,000.00
Total Special Reserve Funds	\$ 1,018,000.00
Total Cash Reserve	\$ 4,983,997.00
Remaining Cash Reserve	\$ 3,965,997.00
Remaining Cash Reserve %	52%

Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From:	Transfer To:
<u>Enterprise</u>	<u>General</u>
Amount: \$	261,805.00

Reason: For the support of General Funds

Transfer From:	Transfer To:
_____	_____
Amount: \$	

Reason:

Transfer From:	Transfer To:
_____	_____
Amount: \$	

Reason:

City of St. Paul in Howard County

Line No.	2020-2021 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 454,131.00	\$ 39,000.00	\$ -	\$ 202,653.00	\$ -	\$ 695,784.00
3	Public Safety - Police and Fire	\$ 447,666.00	\$ 5,000.00	\$ 13,500.00	\$ -	\$ -	\$ 466,166.00
4	Public Safety - Other	\$ 52,622.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ 61,622.00
5	Public Works - Streets	\$ 301,820.00	\$ 70,000.00	\$ 42,000.00	\$ -	\$ 70,084.00	\$ 483,904.00
6	Public Works - Other	\$ 37,084.00	\$ 17,000.00	\$ 7,200.00	\$ -	\$ -	\$ 61,284.00
7	Public Health and Social Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Culture and Recreation	\$ 337,440.00	\$ 15,610.00	\$ 8,500.00	\$ -	\$ -	\$ 361,550.00
9	Community Development	\$ 556,380.00	\$ 543,619.00	\$ -	\$ -	\$ 200,000.00	\$ 1,299,999.00
10	Miscellaneous	\$ 17,450.00	\$ 50,000.00	\$ -	\$ 1,343,280.00	\$ 13,610.00	\$ 1,424,340.00
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility	\$ 2,491,312.00	\$ 35,000.00	\$ 6,000.00	\$ -	\$ 225,135.00	\$ 2,757,447.00
16	Solid Waste	\$ 122,112.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 132,112.00
17	Transportation						\$ -
18	Wastewater	\$ 481,324.00	\$ 40,000.00	\$ -	\$ 180,342.00	\$ 18,335.00	\$ 720,001.00
19	Water	\$ 394,420.00	\$ 12,300.00	\$ 37,300.00	\$ 260,470.00	\$ 18,335.00	\$ 722,825.00
20	Other						\$ -
21	Proprietary Function Funds (Page 6)					\$ -	\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 5,693,761.00	\$ 827,529.00	\$ 123,500.00	\$ 1,986,745.00	\$ 555,499.00	\$ 9,187,034.00

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

City of St. Paul in Howard County

Line No.	2019-2020 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 379,416.00	\$ 13,941.00	\$ -	\$ 195,812.00	\$ -	\$ 589,169.00
3	Public Safety - Police and Fire	\$ 393,818.00	\$ 5,000.00	\$ 41,150.00	\$ -	\$ -	\$ 439,968.00
4	Public Safety - Other	\$ 33,829.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ 42,829.00
5	Public Works - Streets	\$ 353,201.00	\$ 789,773.00	\$ 33,648.00	\$ -	\$ 87,182.00	\$ 1,263,804.00
6	Public Works - Other	\$ 24,372.00	\$ 33,418.00	\$ -	\$ -	\$ -	\$ 57,790.00
7	Public Health and Social Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Culture and Recreation	\$ 245,860.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ 254,360.00
9	Community Development	\$ 199,161.00	\$ 378,516.00	\$ -	\$ -	\$ 155,000.00	\$ 732,677.00
10	Miscellaneous	\$ 16,157.00	\$ 23,127.00	\$ -	\$ 242,022.00	\$ -	\$ 281,306.00
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility	\$ 2,439,628.00	\$ 9,000.00	\$ 6,000.00	\$ -	\$ 223,903.00	\$ 2,678,531.00
16	Solid Waste	\$ 115,877.00	\$ -	\$ -	\$ -	\$ -	\$ 115,877.00
17	Transportation						\$ -
18	Wastewater	\$ 173,490.00	\$ 187,144.00	\$ 7,500.00	\$ 67,469.00	\$ 17,103.00	\$ 452,706.00
19	Water	\$ 375,185.00	\$ 74,799.00	\$ 42,541.00	\$ 556,576.00	\$ 17,103.00	\$ 1,066,204.00
20	Other						\$ -
21	Proprietary Function Funds						\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 4,749,994.00	\$ 1,514,718.00	\$ 148,339.00	\$ 1,061,879.00	\$ 500,291.00	\$ 7,975,221.00

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

City of St. Paul in Howard County

Line No.	2018-2019 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 324,669.00	\$ 119,530.00			\$ 19,200.00	\$ 463,399.00
3	Public Safety - Police and Fire	\$ 384,342.00		\$ 35,416.00			\$ 419,758.00
4	Public Safety - Other	\$ 45,920.00					\$ 45,920.00
5	Public Works - Streets	\$ 383,136.00				\$ 75,276.00	\$ 458,412.00
6	Public Works - Other						\$ -
7	Public Health and Social Services	\$ 33,517.00					\$ 33,517.00
8	Culture and Recreation	\$ 289,624.00					\$ 289,624.00
9	Community Development	\$ 403,330.00	\$ 18,000.00			\$ 316,647.00	\$ 737,977.00
10	Miscellaneous	\$ 15,593.00	\$ 27,536.00		\$ 203,171.00		\$ 246,300.00
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility	\$ 2,265,386.00				\$ 244,149.00	\$ 2,509,535.00
16	Solid Waste	\$ 113,748.00					\$ 113,748.00
17	Transportation						\$ -
18	Wastewater	\$ 169,800.00			\$ 62,871.00	\$ 31,949.00	\$ 264,620.00
19	Water	\$ 347,074.00	\$ 34,219.00		\$ 96,818.00	\$ 32,549.00	\$ 510,660.00
20	Other						\$ -
21	Proprietary Function Funds						\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 4,776,139.00	\$ 199,285.00	\$ 35,416.00	\$ 362,860.00	\$ 719,770.00	\$ 6,093,470.00

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME	City of St. Paul
ADDRESS	704 6th Street
CITY & ZIP CODE	St. Paul, 68873
TELEPHONE	(308) 754-4483
WEBSITE	

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	Joel Bergman	Connie Jo Beck	Gary Hinrichs
TITLE /FIRM NAME	Mayor	Clerk	CPA/Dana F. Cole & Company, LLP
TELEPHONE	(308) 754-4483	(308) 754-4483	(308) 728-3014
EMAIL ADDRESS		cjbeck@cityofstpaulne.org	hinrichs@danacole.com

For Questions on this form, who should we contact (please one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

City of St. Paul in Howard County

2020-2021 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	841,835.00
Motor Vehicle Pro-Rate	(2)	\$	1,000.00
In-Lieu of Tax Payments	(3)	\$	-
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))		\$	500,000.00
	(4)		
LESS: Amount Spent During 2019-2020		\$	500,000.00
	(5)		
LESS: Amount Expected to be Spent in Future Budget Years		\$	-
	(6)		
Amount to be included as Restricted Funds (Cannot Be A Negative Number)	(7)	\$	-
Motor Vehicle Tax	(8)	\$	44,000.00
Local Option Sales Tax	(9)	\$	340,000.00
Transfers of Surplus Fees	(10)	\$	261,805.00
Highway Allocation and Incentives	(11)	\$	294,030.00
MIRF	(12)	\$	-
Motor Vehicle Fee	(13)	\$	23,000.00
Municipal Equalization Fund	(14)	\$	113,658.00
Insurance Premium Tax	(15)	\$	-
Nameplate Capacity Tax	(15a)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	1,919,328.00

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	83,610.00	(17)
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year <i>(cannot exclude same capital improvements from more than one lid calculation.)</i>				
Agrees to Line (6).		\$	-	(18)
Allowable Capital Improvements	(19)	\$	83,610.00	
Bonded Indebtedness	(20)	\$	202,000.00	
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)			
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$	286,649.00	
Public Safety Communication Project (Statute 86-416)	(23)			
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)			
Judgments	(25)			
Refund of Property Taxes to Taxpayers	(26)			
Repairs to Infrastructure Damaged by a Natural Disaster	(27)			
TOTAL LID EXCEPTIONS (B)	(28)	\$	572,259.00	

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)	\$ 1,347,069.00
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>	

Total Restricted Funds for Lid Computation **cannot** be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

City of St. Paul
IN
Howard County

LID COMPUTATION FORM FOR FISCAL YEAR 2020-2021

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

2019-2020 Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form 1,662,363.00
Option 1 - (Line 1)

OPTION 2

Only use if a vote was taken at a townhall meeting to exceed Lid for one year

Line (1) of Prior Year Lid Computation Form Option 2 - (A)

Allowable Percent Increase **Less** Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5)) %

Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B) Option 2 - (B)

Calculated 2019-2020 Restricted Funds Authority (Base Amount) Line (A) Plus Line (C) -

Option 2 - (Line 1)

CURRENT YEAR ALLOWABLE INCREASES

1 **BASE LIMITATION PERCENT INCREASE (2.5%)** 2.50 %

(2)

2 **ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%** - %

(3)

$\frac{\text{2020 Growth per Assessor}}{\text{2019 Valuation}} = \frac{127,104,101.00}{\text{Multiply times 100 To get \%}} = 0.00 \%$

3 **ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE** 1.00 %

(4)

$\frac{4}{4} = 100.00 \%$
of Board Members voting "Yes" for Increase / Total # of Members in Governing Body at Meeting = Must be at least 75% (.75) of the Governing Body

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

4 **SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE** %

(5)

Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5) 3.50 %
(6)

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6) 58,182.71
(7)

Total Restricted Funds Authority = Line (1) + Line (7) 1,720,545.71
(8)

Less: Restricted Funds from Lid Supporting Schedule 1,347,069.00
(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 373,476.71
(10)

LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR YOU ARE IN VIOLATION OF THE LID LAW.

City of St. Paul in Howard County

2020-2021 CAPITAL IMPROVEMENT LID EXEMPTIONS

<u>Description of Capital Improvement</u>	<u>Amount Budgeted</u>
Office Renovations	\$ 35,000.00
Various Street Improvements	\$ 25,000.00
Cemetery Improvements	\$ 10,000.00
Pool Improvements	\$ 13,610.00

Total - Must agree to Line 17 on Lid Support Page 8

\$ 83,610.00

Municipality Levy Limit Form

City of St. Paul in Howard County

Municipality Levy

Personal and Real Property Tax Request	(1)		841,835.00
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	202,000.00	
Interest Free Financing (Public Airports)	(5)	0.00	
	(6)	<u>0.00</u>	
Total Levy Exemptions	(7)		<u>202,000.00</u>
Tax Request Subject to Levy Limit	(8)		639,835.00
Valuation	(9)		<u>128,000,000</u>
Municipality Levy Subject to Levy Authority	(10)		0.499871
Levy Authority Allocated to Others-			
Airport Authority	(11)		0.000000
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)	<input type="text"/>	
Off Street Parking District Levy	(15)	<input type="text" value="0.000000"/>	0.000000
Other	(16)		<u>0.000000</u>
Total Levy for Compliance Purposes			<u><u>0.499871</u></u> (A)

Levy Authority

Municipality Levy Limit			0.450000
Municipality property taxes designated for interlocal agreements		<input type="text" value="64,000"/>	0.050000
Total Municipality Levy Authority			<u><u>0.500000</u></u> (B)

Note: (A) must be less than (B) to be in compliance with the Statutes

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

City of St. Paul
IN
Howard County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 1st day of September 2020, at 7:00 o'clock P.M., at City Office for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2018-2019 Actual Disbursements & Transfers	\$ 6,093,470.00
2019-2020 Actual/Estimated Disbursements & Transfers	\$ 7,975,221.00
2020-2021 Proposed Budget of Disbursements & Transfers	\$ 9,187,034.00
2020-2021 Necessary Cash Reserve	\$ 4,983,997.00
2020-2021 Total Resources Available	\$ 14,171,031.00
Total 2020-2021 Personal & Real Property Tax Requirement	\$ 841,835.00
Unused Budget Authority Created For Next Year	\$ 373,476.71

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 639,835.00
Personal and Real Property Tax Required for Bonds	\$ 202,000.00

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 1st day of September 2020, at 7:00 o'clock P.M., at City Office for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2019	2020	Change
Operating Budget	13,064,394.00	9,187,034.00	-30%
Property Tax Request	\$ 833,250.00	\$ 841,835.00	1%
Valuation	127,104,101	128,000,000	1%
Tax Rate	0.655565	0.657684	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.650977		

Checklist of Items to Be Completed and Submitted

Page 1 (Cover Page):

- Total Personal and Real Property Tax Required agrees to the amount on the bottom of Page 2, Total Property Tax Requirement.
- Outstanding Bonded Indebtedness Section was completed. *(If Applicable)*
- Total Certified Valuation was completed.
- Joint Public Agency & Interlocal Agreements is indicated by checking the box.
- Report of Trade Names, Corporate Names, and Business Names is indicated by checking the box.

Page 2 (Budget Form):

- Column 1, Line 5 agrees to last year's budget form Column 1, Line 26. If not, provide explanation.
- Column 1, Line 26 agrees to Column 2, Line 5.
- Column 2, Line 26 agrees to Column 3, Line 5.
- Column 3, Line 26 is equal or greater than zero. Cannot budget to have a negative fund balance.
- Motor Vehicle Tax and Fee have been budgeted.
- Municipal Equalization Aid and Highway Allocation are reasonable compared to projections.
- Cash reserve is less than 50% or is explained on page 2-A

Page 2-A (Transfer Page, If Applicable):

- Transfers noted on Page 2, Column 2 are explained.

Page 7 (Correspondence Page):

- Correspondence Information is completed, indicating Contact For Correspondence.

Page 8 (Lid Supporting Schedule):

- Total Personal and Real Property Tax Requirements Line (1) agrees to amount on bottom of Page 2, Total Property Tax Requirement.
- Other Restricted Funds agree to amounts in Column 3, Page 2.
- Capital Improvement Lid Exceptions Line (4) agrees to last year's budget Page 8, Line (17).
- Line (6) agrees to Line (18).
- Line (5) cannot be greater than Page 4, Column B, Line (22).
- Line (17) cannot be greater than Page 3, Column B, Line (22)
- Line (17) must be greater than or equal to Line (18).

Page 9 (Lid Computation Form):

- Line (1) agrees to last year's budget Page 10, Line (8).
- Line (10) is greater than or equal to zero.

Page 10 (Capital Improvements):

- Total agrees to Page 8, Line (17)

Page 11 (Levy Limit Form):

- Total Personal and Real Property Tax Request (Column A, Line 1) agrees to amount on bottom of Page 2, Total Property Tax Requirement.
- Valuation (Column G, Line 1) agrees to Total Certified Valuation on Cover Page (Page 1).

Attachments:

- Certification of Valuation(s). (From County Assessor)
- Board minutes approving Budget.
- Publisher's Affidavit of Publication for the Notice of Budget Hearing.
- Board minutes showing at least 75% Board approval for additional 1% increase in the Restricted Funds Subject to Limitation. *(If Applicable)*
- Resolution adopting tax request amount
- Special election Sample Ballot and Election Results or townhall meeting Record of Action. *(If Applicable)*
- Resolution authorizing bonds for Public Facilities Construction Projects. *(If Applicable)*
- Report of Interlocal Agreements. Due on or before September 20th. Fine of \$20 a day for filing late.

Step by Step Information

Basic Data Input

- 1 Fill in each box, this will allow information to flow throughout the documents

Actual & Budgeted Figures - Page 2-5

- 2 Complete first column based on actual numbers for prior fiscal years. Estimate figures in column 2 to the best of your ability and past experience. The ending balance should represent all the Subdivisions assets, including money held at the County Treasurer. See below for Function Definitions and Classifications.
- 3 Complete column 3 with budget numbers for upcoming fiscal year.

Proprietary Funds Page 6

- 4 Complete these pages if you have a proprietary function that files a separate budget with the Clerk

Lid Computation Page 9

- 5 Complete Option 1 or 2 based on the prior year budget form.
- 6 Fill in allowable increases. All subdivisions are allowed a 2.5% increase.
- 7 Review Line 10, if negative, consider if all allowable increases were added or consider lid exemptions on Lid Supporting Schedule -Page 8

Lid Support Page 8

- 8 Complete Lid Exemptions if needed. Subdivision must show a zero or positive number on Lid Computation Page 9-10 in order to be in compliance with Lid. If Capital improvement exemptions are noted, complete Page 10

Levy Limit Page 11

- 9 Verify the Municipality is projecting a levy within the levy limit established by statute

Cover - Page 1

- 10 If the Subdivision was a member of an interlocal agreement, place an "X" in the appropriate box.
- 11 If the Subdivision operated a function under a separate trade name or business name, place an "X" in the appropriate box.
- 12 If you want a separate bond levy, you need to put the amount of taxes you are requesting for the bonds in cell B13 "Principal and Interest on Bonds"

Page 2-A

- 13 If you want the general levy separated into a levy for a special purpose, include a breakdown of the separate levy requested. Be sure to contact the County Clerk, some counties have limited space requirements and only allow subdivisions to have a maximum of two levies (General and Bond).
- 14 If you showed transfers of surplus fees in Column 3 on Page 2, you need to include information about the transfers.

Page 7

- 15 Complete all correspondence information

Interlocal Agreement and Trade Name Reports

- 16 Complete the Interlocal Agreement and Trade Name reports. There is a \$20 day fine for not filing these reports by September 20th.

Checklist

- 17 Review items listed on the Checklist sheet to eliminate errors

Publish and Hold Hearings

- 18 Need to publish information about hearings 4 days prior to date of hearings in a newspaper of general circulation in the subdivision
- 19 Hold Hearings and Board needs to adopt budget and tax request or make changes to budget and then adopt budget.
You are allowed to post the hearing notice if you are budgeting to expend less than \$10,000. If you posted hearing notice, provide details regarding where it was post
- 20 If Board adopts budget different than what was published, they must republish the changes and the reason for the change within 20 days after adopting the budget.

Filing and Attachments

- 21 File budget and attachments with State Auditor either electronically or by mail
- 22 File budget and attachments with County Clerk.
- 23 Attachments:
 - Certification of Valuation(s). (From County Assessor)
 - Board minutes approving Budget.
 - Publisher's Affidavit of Publication for the Notice of Budget Hearing. If you were allowed to post your notice, include details of where it was posted.
 - Board minutes showing at least 75% Board approval for additional 1% increase in the Restricted Funds Subject to Limitation. **(If Applicable)**
 - Special election Sample Ballot and Election Results or townhall meeting Record of Action. **(If Applicable)**
 - Interlocal Agreement and Trade Name Reports
 - Resolution authorizing bonds for Public Facilities Construction Projects. **(If Applicable)**

Overall Information

The Cell Is Locked:

UNDER NO CIRCUMSTANCES WILL PASSWORDS BE GIVEN OUT. Either the cell is locked because it contains a formula or verbiage that needs to remain consistent on every budget.

You Note Any Errors Or Have Any Problems:

We have tested this spreadsheet through various methods to help identify any problem areas and to ensure formulas are correct. However, we cannot account for all the variables that occur with each individual budget. If you feel there is an error in a formula please contact us immediately so we can go over the problem(s) and if necessary correct the situation.

All of your comments or ideas to better the budget form are taken into consideration. Please feel free to contact us at (402) 471-2111 with these items. We make this available to you to HELP in the budget process and wish to make any improvements that would make the spreadsheet more user friendly.

Disbursement Definitions

The disbursements & transfers pages for the current budget year and prior two fiscal years will identify disbursements by function type. The disbursements will then be split between Operating Expenses, Capital Improvements, Other Capital Outlay, Debt Service, and Other.

Governmental Function Definitions – The Governmental type activities are those through which most governmental functions are financed. The following functions have been outlined along with a general definition:

Please Complete this **Basic Data Input Area** -It will put informat

INPUT ↓

Name of <i>City or Village</i>	City of St. Paul
Name of County in which Subdivision resides:	Howard
First Date of Fiscal Year:	October 1, 2020
Last Date of Fiscal Year:	September 30, 2021
Current Valuation	128,000,000
Prior Year Valuation	127,104,101
Prior Year Property Tax Request	833,250.00
Prior Year Operating Budget Amount	13,064,394.00
Prior Year Tax Levy Rate	0.655565
Outstanding Bond Principal on Last Day of Fiscal Year	4,035,000.00
Outstanding Bond Interest on Last Day of Fiscal Year	372,652.00
Prior Year Capital Improvement Exemption	500,000.00
Amount spent on Capital Improvements during last year	500,000.00
Amount still expected to be spent on Capital Improvements.	
Budget Hearing Held On:	Month
	September
	Day of month
	1st
	Year
	2020
	Time
	7:00
	A.M. or P.M.
	P.M.
	Location
	City Office
Final Tax Request Hearing Held On:	Month
	September
	Day of month
	1st

Year	2020
Time	7:00
A.M. or P.M.	P.M.
Location	City Office

**CITY OF ST. PAUL
Budget 2020 - 2021**

S:\Budget 2020-2021\[20-21 Prelim Budget 8-11-20.xlsx]Cover- Page 1

CODES						
	Est Total 2019 - 2020			Budgeted Total 2020-2021		
100	825,000	10	379,416	100	833,500	10
101		11	393,818	101	300,000	11
102	1,312	12	33,829	102	1,000	12
103		13	353,201	103		13
104	321,345	14	24,372	104	294,030	14
105	23,239	15		105	23,000	15
106		16	245,860	106		16
107	102,054	17	199,161	107	113,658	17
108		18	16,157	108		18
109	42,000	20	13,941	109	44,000	20
110	342,644	21	5,000	110	340,000	21
111		22		111		22
112	5,864,403	23	789,773	112	5,421,248	23
113	258,109	24	33,418	113	261,805	24
114	242,182	25		114	293,694	25
115		26		115		26
999		27	378,516	999		27
998		28	23,127	998		28
	<u>8,022,288.00</u>	30			<u>7,925,935</u>	30
		31	41,150			31
		32	9,000			32
		33	33,648			33
		34				34
		35				35
		36	8,500			36
		37				37
		38				38
		40	195,812			40
		41				41
		42				42
		43				43
		44				44
		45				45
		46				46
		47				47
		48	242,022			48
		50				50
		51				51
		52				52
		53	87,182			53
		54				54

1	LIGHT	18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED	
2	REVENUE					
3	Rental-State Ne - Charter Pole	112	3,212	4,950	6,465	4,732
4	Reconnect Fee (Utilities)	112	15,266	13,800	9,247	10,165
5	Refunds	112	150		100	
6	City Gas	112				
7	Investment Interest	112	12,567	7,000	20,000	15,000
8	Energy Asst HHA	112				
9	Metered Sales	112	2,621,976	2,655,701	2,625,900	2,590,062
10	Metered Deposits	112	2,744	1,500	2,500	1,500
11	Equipment Rental	112			197	
12	Grant	112				
13	Reimbursements	112	5,879		2,029	
14	Sales Tax	112	175,015	183,730	185,683	175,941
15	No City Sales Tax	112	1,015	1,202	1,000	1,032
16	TOTAL REVENUES		2,837,824	2,867,883	2,853,121	2,798,432
17						
18	EXPENSE					
19	PERSONNEL SERVICES					
20	Salary & Wages	63	234,319	241,379	260,616	246,659
21	Overtime	63	9,771	5,000	7,122	5,000
22	Fica	63	14,337	15,276	16,599	15,603
23	Medicare	63	3,353	3,573	3,882	3,649
24	Pension	63	12,149	14,615	16,064	14,859
25	Insurance (Health)	63	48,526	59,964	65,941	101,957
26						
27	OPERATING EXPENSE					
28	Prof. & Schools	63	3,085	2,000	1,400	2,000
29	Admin. & Dues	63	2,394	3,900	3,800	3,900
30	Legal Fees	63	1,306	1,000	3,288	1,000
31	Engineer Fees	63				
32	Communication	63	1,530	2,000	1,600	2,000
33	City Gas & Oil	63	5,029	7,000	5,100	7,000
34	Publish & Codification	63	437	500	350	500
35	Insurance (Liability)	63	24,200	26,620	23,267	25,593
36	Public Utility (REA)	63	1,800,816	1,799,699	1,815,347	1,805,935
37	ACH Fees	63	300	360	300	360
38	Utility R & M	63	37,011	40,000	12,516	40,000
39	Vehicle R & M	63	3,247	10,000	7,000	10,000
40	Tools	63	1,555	5,000	2,500	5,000
41	Sales Tax Form 10	63	172,307	173,876	173,861	172,000
42	Computer	63	4,992	7,000	4,514	7,000
43	Office Supplies	63	2,768	3,980	2,958	3,980
44	Postage	63	1,762	2,500	1,700	2,500
45	Accounting Fees- Dana Cole	63	8,281	6,140	6,140	6,317
46	Utility Refund (Energy Asst)	63	1,055		263	
47	Meter Deposit	63	2,744	1,500	2,500	1,500
48	Building R & M	63	1,701	7,000	1,000	7,000
49						
50	CAPITAL OUTLAY					
51	Mach. & Equipment	83				
52	Equipment Sinking	83	6,000	6,000	6,000	6,000
53	Improvements	73	32,142	35,000	9,000	35,000
54						
55	DEBT SERVICE					
56	TRANSFER OUT	1,003	223,638	224,017	223,903	225,135
57	TOTAL EXPENDITURES		2,660,755	2,704,899	2,678,531	2,757,447
58						
59	NET ANNUAL CASH FLOW		177,069	162,984	174,590	40,985

1	WATER	18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE				
3	Fee, Permit, License	112	55		
4	Rental Income (Farm)	112	10,794	10,812	10,812
5	Refunds (Greeley & Ins.)	112			
6	Investment CD Interest	112	2,264	1,500	2,900
7	Special Assessments	112	1,271	1,363	1,800
8	Assessment Interest	112	3,602	228	3,000
9	Metered Sales	112	638,060	634,950	641,375
10	Metered Deposits	112	2,150		
11	Shop Sales	112	3,438	650	5,177
12	Loan/Bond Proceeds	112		273,145	424,913
13	Reimbursement	112	15,694		1,393
14	Federal Grant	101			
15	Miscellaneous	112			
16	TOTAL REVENUES		677,328	922,648	1,091,370
17					
18	EXPENSE				
19	PERSONNEL SERVICES				
20	Salary & Wages	67	118,570	151,299	123,826
21	Overtime	67	9,553	5,000	4,500
22	Fica	67	7,430	9,691	7,956
23	Medicare	67	1,738	2,266	1,860
24	Pension	67	7,683	9,378	7,699
25	Insurance (Health)	67	32,857	42,624	44,735
26					
27	OPERATING EXPENSE				
28	Prof. & Schools	67	1,819	2,500	1,800
29	Admin. & Dues	67	1,454	3,100	3,445
30	Legal Fees	67	377	500	1,500
31	Engineer Fees	67	4,103	6,055	5,949
32	Wire Fee	67	24	40	40
33	Communication	67	1,788	2,500	1,800
34	City Gas & Oil	67	3,670	4,500	3,800
35	Lab Sample	67	1,336	1,700	1,800
36	Publish / Codification	67	725	700	635
37	City Insurance	67	24,408	26,849	26,339
38	Public Utility (REA)	67	15,222	17,500	15,000
39	City Lights	67	23,333	25,000	22,000
40	Source Gas	67	2,753	2,600	2,602
41	Uniforms	67	614	650	642
42	Utility R & M (Brass 40%)	67	47,579	25,000	69,959
43	Vehicle R & M	67	2,895	2,000	1,100
44	Tools	67	2,616	1,500	1,373
45	Chemicals	67	4,921	5,000	5,680
46	Water Meter Purchase	87	22,652	25,000	17,541
47	Computer	67	6,224	7,000	6,500
48	Office Supplies	67	1,605	2,000	1,500
49	Postage	67	2,177	2,200	1,890
50	Accounting Fee	67	8,281	6,140	6,140
51	Building R & M (copier)	67	2,532	3,000	3,115
52					
53	CAPITAL OUTLAY				
54	Improvements	77	16,222	287,060	72,299
55	Machinery & Equipment	87	2,963		
56	Equipment Sinking	87	25,000	25,000	25,000
57	Building Sinking	77	2,500	2,500	2,500
58					
59	DEBT SERVICE				
60	TRANSFER OUT	1,007	16,838	17,217	17,103
61	PRINCIPAL	97	73,650	161,775	525,625
62	INTEREST	97	23,100	31,950	30,951
63	BOND PAYOFF	97			
64					
65	TOTAL EXPENDITURES		521,212	918,794	1,066,204
66					
67	NET ANNUAL CASH FLOW		156,116	3,854	(8,886)

1	SEWER		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Rental -Lagoon	112	6,700	7,000	7,000	7,000
4	Refunds	112				
5	Investment Interest	112	4,713	2,000	4,846	2,000
6	Labor	112				
7	Special Assessments	112	1,726	1,727	2,543	1,720
8	Assessment Interest	112	3,253	296	2,714	2,102
9	Grants	112				
10	Collections	112	309,545	310,000	308,257	310,000
11	Equipment Rental	112				
12	Shop Sales	112	58		122	
13	Loan/Bond Proceeds	112		399,424	127,217	109,200
14	Transfer In (From Sales Tax)	114				
15	Reimbursements	112	534		74	
16	TOTAL REVENUES		326,529	720,447	452,773	432,022
17						
18	EXPENSE					
19	PERSONNEL SERVICES					
20	Salary & Wages	66	52,178	52,251	55,516	58,355
21	Overtime	66	1,082	2,500	1,800	2,500
22	Fica	66	3,096	3,395	3,554	3,773
23	Medicare	66	724	794	831	882
24	Pension	66	2,921	3,069	3,439	3,331
25	Insurance (Health)	66	16,578	19,884	19,780	24,985
26						
27	OPERATING EXPENSE					
28	Prof. & Schools	66	1,308	1,000	1,036	1,000
29	Adm. & Dues	66	1,754	2,405	2,400	2,600
30	Legal Fees	66	377	250	16	250
31	Engineer Fee-Viol. Bod	66	6,378	12,109	5,794	290,000
32	Communication	66	124	300	140	300
33	City Gas & Oil	66	3,205	3,000	2,500	3,000
34	Lab Sample	66	2,570	3,500	2,800	3,500
35	Publish / Codif.	66	85	400	300	400
36	Insurance (Liability)	66	5,250	5,775	4,938	5,432
37	City Lights	66	30,167	32,000	30,965	32,000
38	Utility R & M	66	21,167	30,000	21,000	30,000
39	Vehicle R & M	66	3,410	2,000	2,637	2,500
40	Tools / Clothing	66	987	600	504	600
41	Chemicals	66	269	400	400	400
42	Computer	66	4,048	3,500	3,000	3,500
43	Office Supplies	66	1,153	1,500	1,000	1,500
44	Postage	66	1,770	2,200	2,000	2,200
45	Accounting Fee	66	8,282	6,140	6,140	6,316
46	Building R & M	66	837	2,000	1,000	2,000
47		66				
48	CAPITAL OUTLAY					
49	Equipment Rental	66				
50	Machine & Equipment	86	2,963			
51	Improvements	76		387,315	138,144	
52	Equipment Sinking	86	7,500	7,500	7,500	
53	Building Sinking	76	40,000	49,000	49,000	40,000
54						
55	DEBT SERVICE PRIN.					
56	TRANSFER OUT	1,006	16,838	17,217	17,103	18,335
57	INTEREST	96	6,021	5,875	5,844	5,074
58	PRINCIPAL	96	57,400	61,775	61,625	175,268
59	TOTAL EXPENDITURES		300,442	719,654	452,706	720,001
60						
61	NET ANNUAL CASH FLOW		26,087	793	67	(287,979)

1	LAND FILL	18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED	
2	REVENUE					
3	Landfill Permit Fee	112	1,287	700	1,057	700
4	Fee (Key), Permit	112				
5	Rental (Hay)	112	701	700	701	700
6	Landfill Collections	112	27,644	25,000	27,850	25,000
7	Garbage Collections	112	105,294	94,000	106,000	108,000
8	Grants	108				
9	Reimbursements	112	69		21	
10	TOTAL REVENUES		134,995	120,400	135,629	134,400
11						
12	EXPENSE					
13	PERSONNEL SERVICES					
14	Salary & Wages	64	2,721	3,000	2,960	3,021
15	Fica	64	169	186	184	187
16	Medicare	64	39	44	43	44
17	Pension	64				
18						
19	OPERATING EXPENSE					
20	Communication & Admin	64	150	220	150	150
21	City Gas & Oil	64	1,142	2,000	1,200	2,000
22	Publish / Codif.	64	142	400	150	300
23	Insurance (Liability)	64	190	210	200	220
24	Utility R & M	64	281	300	299	350
25	Postage for UB	64	220	250	310	300
26	Sanitation Hauling	64	89,954	94,000	106,000	108,000
27	Bldg R & M (Garb)	64	16,012	3,250	2,091	3,250
28	Vehicle R & M	64		1,800		2,000
29		64				
30	CAPITAL OUTLAY					
31	Interlocal Agreement	64	2,290	2,290	2,290	2,290
32	Improvements	74				
33	Hazard Waste G I	64				
34	Tire Grant	64				
35	Transfer Out	1,004				10,000
36						
37	TOTAL EXPENDITURES		113,310	107,950	115,877	132,112
38						
39	NET ANNUAL CASH FLOW		21,685	12,450	19,752	2,288

1	GENERAL		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Property Tax	100	145,749	140,000	140,000	135,000
4	Muni-Equalization	107	84,952	102,054	102,054	113,658
5	Franchise Tax(Charter/Source)	112	27,515	29,000	29,000	29,000
6	Recording Fee	112				
7	Building Permit Fees	112	2,195	1,600	2,050	1,800
8	Dog & Cat Tags	112	572	500	500	500
9	Fee, Permits & License	112	5,588	3,100	3,647	3,300
10	Mobile Food Fees	112	542	400	900	500
11	Reimbursements	112	2,478		16,217	
12	Refunds	112				
13	Investment Interest	112	23,245	16,500	37,600	28,000
14	Miscellaneous	112				
15	Land Sales	112				
16	Grant	101		400,000		
17	Transfer In from Sewer	113	28,349	17,217	17,103	18,335
18	Transfer In from Water	113	28,349	17,217	17,103	18,335
19	Transfer In from Lights	113	28,349	17,217	17,103	18,335
20	Transfer in from Street	114	28,349	47,217	47,103	29,835
21	TOTAL REVENUES		406,232	792,022	430,380	396,598
22						
23	EXPENSE					
24	PERSONNEL SERVICES					
25	Salary & Wages	10	182,153	211,598	180,020	214,759
26	Fica	10	10,203	13,119	11,161	13,315
27	Medicare	10	2,386	3,068	2,611	3,114
28	Pension	10	9,843	11,130	10,801	12,885
29	Insurance (Health)	10	51,889	67,284	66,961	84,677
30	Other Benefits	10				
31						
32	OPERATING EXPENSE					
33	125 Plan -Widga Fees	10	1,855	1,900	1,905	1,955
34	Bank Fees	10	355	400	407	450
35	Prof. & Schools	10	5,884	5,500	4,500	5,500
36	Adm. & Dues	10	2,984	1,612	3,015	2,500
37	Legal Fees (Est. only Gen.)	10	33,503	15,000	6,000	9,000
38	Engineer Fees	10				
39	Recording Fee	10	318	500	250	500
40	Communication	10	6,048	5,300	6,902	2,000
41	City Gas & Oil	10		100		
42	Publish / Codif.	10	5,355	7,000	5,700	6,500
43	Insurance (Liability) 7%	10	7,002	7,580	9,428	9,570
44	City Lights	10	9,591	10,500	10,009	10,300
45	Vehicle R & M	10				
46	Uniforms (Clothing)	10	1,518	1,665	1,665	1,665
47	Public Maint. -Nuisances	10	1,055	2,000	500	1,000
48	Donations (Crisis/Chamber)	10	8,200	7,200	7,200	3,000
49	Computer-COR,Banyon,Itron	10	4,301	5,500	2,500	5,500
50	Office Supplies	10	1,705	2,500	2,000	2,500
51	Postage	10	509	400	200	400
52	Accounting Fee	10	3,000	2,000	2,000	2,000
53	Miscellaneous	10				
54	Bldg R & M	10	12,140	2,200	1,500	2,200
55		10				
56	CAPITAL OUTLAY					
57	Land	20				
58	Equipment Purchase	30	41,545			
59	Improvements	20		538,700	4,941	35,000
60	Building Sinking	20				
61						
62	DEBT SERVICE					
63	Principal	40				
64	Interest	40				
65	TRANSFER OUT	50				
66	TOTAL EXPENDITURES		403,342	923,756	342,176	430,290
67						
68	NET ANNUAL CASH FLOW		2,890	(131,734)	88,204	(33,692)

1	STREET	18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE				
3	Property Tax	100			
4	Motor Vehicle Tax	109	44,851	42,000	44,000
5	Prorate-Motor Veh. Tax	102	1,124	1,000	1,000
6	Motor Vehicle Fee (State)	105	23,805	20,000	23,239
7	Highway Allocation	104	304,128	318,245	318,345
8	Incentive Pymts	104	3,000	4,000	3,000
9	Bricks Sold	112			
10	Refunds & Miscellaneous	112	10		402
11	Curb Grind	112	3,429	1,000	846
12	Investment Interest	112	337		3,717
13	Special Assessment	112	35,204	12,498	32,765
14	Assessment Interest	112	8,868	5,593	7,314
15	Transfer In	114			45,000
16	Equipment Rental	112			
17	Shop Sales	112			
18	Reimbursements	112	7,465		12,340
19	Loan/Bond Proceeds - Anticip.	112		3,067,322	739,484
20	Motor Vehicle Sales Tax	110	40,056	40,000	40,000
21	TOTAL REVENUES		472,277	3,511,658	1,224,764
22					
23	EXPENSE				
24	PERSONNEL SERVICES				
25	Salary & Wages	13	94,632	95,930	97,997
26	Overtime	13	6,802	10,500	6,500
27	Fica	13	5,638	6,599	6,479
28	Medicare	13	1,319	1,543	1,515
29	Pension	13	6,070	6,386	6,270
30	Insurance (Health)	13	35,252	45,480	40,993
31					
32	OPERATING EXPENSE				
33	Prof. & Schools	13	1,386	750	600
34	Adm. & Dues	13	1,254	2,400	3,292
35	Legal Fees	13			
36	Engineering Fees-NBCS & 1&6	13	53,037	86,742	63,683
37	Recording Fees	13			
38	City Gas & Oil	13	12,338	13,000	11,900
39	Publish / Codif.	13			
40	Insurance (Liability)	13	16,214	17,835	17,224
41	City Lights	13	35,657	39,000	36,000
42	Source Gas	13	2,689	3,500	2,600
43	Uniforms	13	641	600	649
44	Utility R & M also Flags	13	12,365	35,000	30,000
45	Vehicle R & M	13	17,327	18,000	18,315
46	Tools	13	332	1,000	700
47	Public Health Mosquitos	13	540	1,000	650
48	Computer	13	2,450	2,000	1,600
49	Sand & Gravel	13	4,401	4,500	4,500
50	Building R & M	13	195	500	400
51					
52	CAPITAL OUTLAY				
53	Equipment Rental-Curb Grind	13	2,006	1,000	1,334
54	Mach. & Equipment	33	4,595	4,000	3,648
55	Infrastructure Improvements	23	12,949	3,009,580	789,773
56	Equipment Sinking	33	30,000	30,000	30,000
57					
58	DEBT SERVICE				
59	Principal	43			
60	Interest	43			
61	Transfer Out	53	59,565	65,308	87,182
62	TOTAL EXPENDITURES		419,654	3,502,153	1,263,804
63					
64	NET ANNUAL CASH FLOW		52,623	9,505	(39,040)

1	FIRE		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Property Tax	100	30,616	29,000	29,000	29,000
4	Occupational Fire Tax	112				
5	Refunds - Rural Fire 1/2 Bills	112	17,742	20,000	16,390	21,906
6	Investment Interest	112	2,696	1,500	3,500	2,000
7	Transfer In	113				
8	Collections - Fire Runs	112		500		500
9	Hail Money	112				
10	Reimbursements	112	1,622		1,505	
11	Loan Proceeds	112				
12	TOTAL REVENUES		52,676	51,000	50,395	53,406
13						
14	EXPENSE					
15	PERSONNEL SERVICES					
16	Insurance (United Life)	11	3,357	4,000	3,126	4,000
17						
18	OPERATING EXPENSE					
19	Prof. & Schools	11	895	1,500	500	1,500
20	Legal Fees	11				
21	City Gas & Oil	11	921	2,000	1,500	2,000
22	Communications	11			120	1,300
23	Publish / Codif.	11				
24	Insurance (Liability)	11	8,523	9,374	8,647	9,512
25	City Lights	11	1,728	1,700	1,605	1,700
26	Source Gas	11	3,908	4,100	3,682	4,100
27	Utility R & M	11	1,239	1,200	700	1,200
28	Vehicle R & M	11	2,457	7,000	4,000	7,000
29	Tools	11	91	1,000	500	1,000
30	Fire Extrication Billing (10%)	11		50		50
31	Rural Fire Reimb. (1/2 Runs)	11		250		250
32	Building R & M	11	1,805	3,500	1,500	3,500
33		11				
34	CAPITAL OUTLAY					
35	Machine & Equip.	31	11,190	7,000	6,900	7,000
36	Improvements	21				
37	Building Sinking	21	5,000	5,000	5,000	5,000
38	Equipment Sinking	31	3,000	3,000	3,000	3,000
39						
40	DEBT SERVICE					
41	Principal (Loan)	41				
42	Interest (Loan)	41				
43	Transfer Out	51				
44						
45	TOTAL EXPENDITURES		44,114	50,674	40,780	52,112
46						
47	NET ANNUAL CASH FLOW		8,562	326	9,615	1,294

1	POLICE		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Property Tax	100	237,434	238,000	238,000	257,000
4	Accident Report Fee	112	40	40	40	40
5	Fee, Permit & License	112	560	535	1,292	1,000
6	Investment Interest	112	630	200	700	500
7	Refunds & Reimbursements	112	1,701		2,384	
8	Transfer In	113	140,000	140,000	140,000	140,000
9	Federal Grant	101				
10	Loan Proceeds	112				
11	Car Sold	112		3,500		
12	TOTAL REVENUES		380,365	382,275	382,416	398,540
13						
14	EXPENSE					
15	PERSONNEL SERVICES					
16	Salary & Wages	11	195,882	205,088	212,422	236,499
17	Overtime	11	3,290	3,500	5,000	3,500
18	Fica	11	11,635	12,932	13,480	14,880
19	Medicare	11	2,721	3,024	3,153	3,480
20	Pension	11	11,936	12,515	13,045	13,284
21	Insurance (Health)	11	46,825	54,468	47,300	53,215
22						
23	OPERATING EXPENSE					
24	Prof. & Schools	11	1,798	4,000	4,000	4,000
25	Adm. & Dues	11	90	250	100	250
26	Dispatcher Pay	11	33,385	36,000	33,385	33,385
27	Animal Control	11	232	700	300	500
28	Communications	11			136	3,445
29	City Gas & Oil	11	8,423	8,600	6,734	8,600
30	Lab Sample	11				
31	Insurance (Liability)	11	16,910	18,601	18,309	20,140
32	Utility R & M	11	2,929	2,576	808	2,576
33	Vehicle R & M	11	4,275	6,000	726	5,000
34	Tools	11	4,796	10,000	9,000	7,500
35	Public Relations	11	44	300	40	300
36	Computers	11				
37		11				
38	CAPITAL OUTLAY					
39	Equipment Purchase	31	37,235	22,240	27,950	
40	Mach. & Equip.	31	10,000	3,500	3,300	3,500
41	Improvements	21				
42	Equipment Sinking	31	1,800			
43						
44	DEBT SERVICE					
45	Principal (Loan)	41				
46	Interest (Loan)	41				
47	Transfer Out	51				
48						
49	TOTAL EXPENDITURES		394,206	404,294	399,188	414,054
50						
51	NET ANNUAL CASH FLOW		(13,841)	(22,019)	(16,772)	(15,514)

1	CEMETERY		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Property Tax	100	18,745	19,000	19,000	19,000
4	Donations	112	765	500	640	500
5	Refunds & Reimbursements	112	120	100	120	100
6	Open/Close Graves	112	8,575	9,000	9,000	9,000
7	Miscellaneous	112	26,488	31,050	1,125	2,615
7	Investment Interest	112	101	10	771	300
8	Perpetual Care	112	700	1,000	1,000	1,000
9	Columb. Sales	112	2,800	1,600	2,000	1,600
10	Cemetery Lot Sales	112	3,900	3,000	3,000	3,000
11	TOTAL REVENUES		62,194	65,260	36,656	37,115
12						
13	EXPENSE					
14	PERSONNEL SERVICES					
15	Salary & Wages	14	19,050	18,150	18,150	26,939
16	Fica	14	1,173	1,125	1,125	1,670
17	Medicare	14	274	263	263	391
18	Pension	14	97	282	282	282
19						
20	OPERATING EXPENSE					
21	School/Professional	14	-	150	82	82
22	Admin & Dues	14	88	-	35	35
23	Legal Fees	14	58	250	-	150
24	Recording Fees	14	120	90	142	90
25	City Gas	14	1,124	750	531	1,000
26	Publications	14	167	300	200	300
27	Insurance	14	550	700	73	500
28	Public Utility	14	415	500	366	500
29	City Lights	14	370	250	453	850
30	Utility R & M	14	1,764	1,000	600	500
31	Computers	14			195	195
32	Perpetual Care	14	700	1,000	1,000	1,000
33	Niche Engraving	14	165	450	275	450
34	Elmwood Bench	14		1,500	-	1,500
35	Building R & M	14	50	150	100	150
36	Grounds	14	685	500	500	500
37		14				
38	CAPITAL OUTLAY					
39	Machine & Equipment	34	2,962	1,200		7,200
40	Improvements	24	2,710	36,600	33,418	17,000
41	Cemetery Sinking	34	3,000			-
42						
43	DEBT SERVICE					
44	TRANSFER OUT	54				
45	TOTAL EXPENDITURES		35,522	65,210	57,790	61,284
46						
47	NET ANNUAL CASH FLOW		26,672	50	(21,134)	(24,169)

1	AMBULANCE		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Refunds - Rural Fire 1/2	112	12,564	13,925	9,485	14,811
4	Investment Interest	112	5,057	3,300	6,960	4,000
5	Reimbursements	112	69		2,822	
6	Collection - EMT Runs	112	50,424	46,000	30,000	46,000
7	TOTAL REVENUES		68,114	63,225	49,267	64,811
8						
9	EXPENSE					
10	PERSONNEL SERVICES					
11	Salary & Wages (Trfrs)	12		750		750
12	Insurance (United Life)	12	1,708	3,000	1,353	3,000
13						
14	OPERATING EXPENSE					
15	Prof. & Schools	12	4,002	7,000	5,000	6,000
16	Communication	12				624
17	City Gas & Oil	12	339	1,000	650	1,000
18	Insurance (Liability)	12	2,000	2,200	2,134	2,348
19	Vehicle R & M	12	231	2,000	140	2,000
20	Refund EMS	12				
21	EMS Billing (15%)	12	7,887	6,900	2,434	6,900
22	Rural Fire Reimb. (1/2Bills)	12	27,926	23,000	16,118	23,000
23	Merch /Supplies (Unit)	12	1,826	5,000	6,000	7,000
24		12				
25	CAPITAL OUTLAY					
26	Equipment Purchase	32				
27	Equipment Sinking	32	9,000	9,000	9,000	9,000
28						
29	DEBT SERVICE					
30	Principal (Loan)	42				
31	Interest (Loan)	42				
32	Transfer Out	52				
33	TOTAL EXPENDITURES		54,919	59,850	42,829	61,622
34						
35	NET ANNUAL CASH FLOW		13,195	3,375	6,438	3,189

1	POOL		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Property Tax	100	49,986	52,000	52,000	52,000
4	Admissions	112	27,566	25,000	12,000	25,000
5	Refunds	112				
6	Investment Interest	112	125		350	
7	Transfer In (Light)	113				
8	Transfer In (Keno)	114		13,610		13,610
9	Concessions	112	7,126	7,000		7,000
10	Swim Lessons	112	4,055	3,000		3,000
11	Reimbursements	112	346			
12	Sales Tax	112	2,242	2,300	780	2,500
13	TOTAL REVENUES		91,446	102,910	65,130	103,110
14						
15	EXPENSE					
16	PERSONNEL SERVICES					
17	Salary & Wages	16	41,296	42,500	13,108	42,500
18	Fica	16	2,560	2,635	812	2,635
19	Medicare	16	599	616	190	616
20	Pension	16				
21						
22	OPERATING EXPENSE					
23	Prof. & Schools / Bonus	16	1,459	2,600	1,000	2,600
24	Adm. & Dues	16	40	100	160	100
25	Engineer Fees	16				250
26	Communications	16	70	70		320
27	Insurance (Liability)	16	7,000	7,700	7,098	7,808
28	City Lights	16	5,042	5,200	4,418	5,200
29	Source Gas	16	2,494	5,000	1,818	5,000
30	Uniforms	16	774	900	774	900
31	Utility R & M	16	2,190	3,000	1,500	3,000
32	Tools	16	32	100	40	100
33	Chemicals	16	7,598	5,000	3,564	5,000
34	Sales Tax	16	125	210	150	150
35	Office Supplies	16	2,129	2,500	780	2,500
36	Concessions	16	3,914	4,500		4,500
37	Accounting Fee	16				
38	Building R & M	16	314	250	80	250
39		16				
40	CAPITAL OUTLAY					
41	Equipment Purchase	36				
42	Pool Sinking	36	7,000	6,000	6,000	6,000
43	Improvements	26		13,610		13,610
44						
45	DEBT SERVICE					
46	PRINCIPAL	46				
47	INTEREST	46				
48	TRANSFER OUT	56				
49						
50	TOTAL EXPENDITURES		84,636	102,491	41,492	103,039
51						
52	NET ANNUAL CASH FLOW		6,810	419	23,638	71

1	PARK		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Property Tax	100	56,234	55,000	55,000	55,000
4	Donations	112	20,000		110	
5	Hail Money	112				
6	Fee, Tennis Crt Meter	112	87		371	340
6	Refunds	112				
7	Investment Interest	112	2,452	1,500	3,050	2,000
8	Transfer In	113	66,800	66,800	66,800	66,800
9	Reimbursements	112	6,834	1,550	895	895
10	Transfer In	114				10,000
11	State Grants	101				
12	TOTAL REVENUES		152,407	124,850	126,226	135,035
13						
14	EXPENSE					
15	PERSONNEL SERVICES					
16	Salary & Wages	16	43,957	44,741	46,855	47,403
17	Overtime	16	3,231	2,000	1,800	2,000
18	Fica	16	2,692	2,898	3,017	3,063
19	Medicare	16	630	678	706	716
20	Pension	16	2,831	2,804	2,919	2,964
21	Insurance (Health)	16	20,617	26,232	26,073	33,248
22						
23	OPERATING EXPENSE					
24	Prof. & Schools	16	61	900	400	900
25	Engineer Fees	16	70	70	70	286
26	City Gas & Oil	16	3,029	3,500	3,314	3,500
27	Insurance (Liability)	16	10,075	10,959	11,412	12,553
28	City Lights	16	6,187	6,500	5,509	6,500
29	Utility R & M	16	7,415	7,000	6,500	7,000
30	Vehicle R & M	16	911	1,200	600	1,200
31	Tools	16	507	500	305	500
32	Merch / Supply	16	422	300	401	420
33	Building R & M	16	2,028	2,000	1,500	2,000
34	Grounds R & M	16	10,450	11,700	11,700	10,500
35		16				
36	CAPITAL OUTLAY					
37	Machine & Equipment	36	8,860	4,000		
38	Improvements	26	69,228			
39	Equipment Sinking	36	2,500			
40						
41	DEBT SERVICE					
42	TRANSFER OUT	56				
43						
44	TOTAL EXPENDITURES		195,701	127,982	123,081	134,753
45						
46	NET ANNUAL CASH FLOW		(43,294)	(3,132)	3,145	282

1	RECREATION		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Property Tax	100				
4	Fee, Permit & License	112	14		4	
5	Walk/Bike Donations	112				
6	Grants	101		-		-
7	After School	112	17,626	22,000	5,045	19,500
8	Transfer In	114				
9	Reimbursements	112				
10	TOTAL REVENUES		17,640	22,000	5,049	19,500
11						
12	EXPENSE					
13	PERSONNEL SERVICES					
14	Salary & Wages	16	9,060	16,000	5,624	10,625
15	Fica	16				
16	Medicare	16				
17						
18	OPERATING EXPENSE					
19	Insurance (Liability)	16				
20	Merch / Supplies	16	2,715	6,000	2,296	3,500
21		16				
22	CAPITAL OUTLAY					
23	EQUIP RENTAL	16				
24	IMPROVEMENTS	26				
25						
26	DEBT SERVICE					
27	TRANSFER OUT	56				
28						
29	TOTAL EXPENDITURES		11,775	22,000	7,920	14,125
30						
31	NET ANNUAL FLOW		5,865	-	(2,871)	5,375

1	LIBRARY	18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED	
2	REVENUE					
3	Property Tax	100	74,983	76,000	76,000	70,500
4	State Aid to Libraries	112	906	900	999	1,000
5	Fines & Penalties	112				
6	Miscellaneous	112				
7	Refunds-Larm & School Bills	112	24,926	31,160	15,576	35,878
8	Investment Interest	112	201		880	
9	Transfer In	113				
10	Grants & Donations	112	582		172	
11	Maintenance Reserve	112	2,500	2,500	2,500	2,500
12	TOTAL REVENUES		104,098	110,560	96,127	109,878
13						
14	EXPENSE					
15						
16	PERSONNEL SERVICES					
17	Salary & Wages	16	29,964	33,500	25,500	33,500
18	Fica	16	1,858	2,077	1,581	2,077
19	Medicare	16	434	486	370	486
20						
21	OPERATING EXPENSE					
22	Janitor	16	9,000	9,000	9,000	9,000
23	Prof. & Schools	16	889	1,500	500	740
24	Communication	16	313	400	280	475
25	Magazine & Paper	16	1,945	1,800	600	1,800
26	Books	16	23,206	28,000	20,000	28,000
27	Insurance (Liability)	16	7,200	7,920	7,595	8,355
28	City Lights	16	7,920	8,500	6,300	8,500
29	Source Gas	16	2,865	3,500	2,541	3,500
30	Computer	16	859	1,500	1,000	1,500
31	Office Supplies	16	2,138	3,000	1,000	3,000
32	Program Expense	16	1,407	2,000	1,000	2,000
33	Accounting Fee	16	1,505	1,000	1,000	1,000
34	Building R & M	16	909	1,200	1,100	1,200
35		16				
36	CAPITAL OUTLAY					
37	Equip. Reserve (to Savings)	36	2,500	2,500	2,500	2,500
38	Improvements	26	3,571	2,000		2,000
39						
40	DEBT SERVICE					
41	TRANSFER OUT	56				
42						
43	TOTAL EXPENDITURES		98,483	109,883	81,867	109,633
44						
45	NET ANNUAL CASH FLOW		5,615	677	14,260	245

1	PROGRAM INCOME		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Housing Grant Loan Pymts	112	638	154	155	
4	Investment Interest	112				
5	Transfer In	113				
6	TOTAL REVENUES		638	154	155	-
7						
8	EXPENSE					
9	OPERATING EXPENSE					
10	Adm. & Dues	18				
11	Down Pymt Assistance	18		154	896	
12		18				
13	CAPITAL OUTLAY					
14	IMPROVEMENTS	28				
15						
16	DEBT SERVICE					
17						
18	TRANSFER OUT	58				
19	TOTAL EXPENDITURES		-	154	896	-
20						
21	NET ANNUAL CASH FLOW		638	-	(741)	-

1	SALES TAX		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	LB840 Loan Pymts	112	66,967	57,062	101,005	60,000
4	LB840 Loan Interest	112	9,680	10,038	10,631	10,100
5	Investment Interest	112	2,643	1,900	2,022	2,000
6	Reimbursements	112	160		995	775
7	Land Sales	112				
8	Local Grant	112	31,400			
9	Sales Tax	110	293,127	271,200	302,644	300,000
10	TOTAL REVENUES		403,977	340,200	417,297	372,875
11						
12	EXPENSE					
13	Marketing (Chamber)	17	9,000	9,000	9,000	9,000
14	Check Order Charge	17	12	25	26	30
15	Acct/Legal Fee	17	2,108	2,350	1,850	2,350
16	Engineering Fee	17				
17	LB840 Loan	17				
18	Renew Comp/Zone Plan	17				
19	CAPITAL OUTLAY	27	371,057	814,399	378,516	543,619
20						
21	DEBT SERVICE					
22						
23	TRANSFER OUT (CIVIC CTR)	57	75,000	75,000	155,000	155,000
24	TRANSFER TO ECON. DEV.	17	117,000	117,000	117,000	120,000
25	TRANSFER OUT (STREET)	57				45,000
26	TOTAL EXPENDITURES		574,177	1,017,774	661,392	874,999
27						
28	NET ANNUAL CASH FLOW		(170,200)	(677,574)	(244,095)	(502,124)

1	VP BOND	18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE				
3	Bond Levy Tax	100	227,567	200,000	200,000
4	Investment Interest	112			
5	Special Assessment	112			
6	Special Assess Interest	112			
7	Transfer In from Assess.	114	42,727	18,091	40,079
8	Reimbursement	112			
8	Bond Sales	112			746,200
9	TOTAL REVENUES		270,294	218,091	240,079
10					
11	DEBT SERVICE				
12	Pool/Street Bond (2015) Principal	48	105,000	110,000	110,000
13	Pool/Street Bond (2015) Interest	48	4,159	3,005	3,005
14	Street Bond Ant. Note (2019) P	48			746,200
15	Street Bond Ant. Note (2019) I	48			10,099
16	Street Bond Principal (2010)	48			
17	Street Bond Interest (2010)	48			
18	Street Bond Principal (2016)	48	11,200	11,200	11,200
19	Street Bond Interest (2016)	48	624	501	501
20	Street Bond Principal (2017)	48		32,500	32,500
21	Street Bond Interest (2017)	48	3,853	7,223	7,223
22	Street Bond Principal (2017)	48	50,000.00	50,000	50,000
23	Street Bond Interest (2017)	48	19,162.00	18,525	18,525
24	Street Bond Principal (2017)	48			
25	Street Bond Interest (2017)	48			
26	Street Bond Principal (2017)	48	7,750.00	7,750	7,750
27	Street Bond Interest (2017)	48	1,423.00	1,318	1,318
28	To Reduce Budget Cash Res.	48		1,300,000	
29					350,000
30	TOTAL EXPENDITURES		203,171	1,542,022	242,022
31					
32	NET ANNUAL CASH FLOW		67,123	(1,323,931)	(1,943)

1	KENO		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Keno Receipts	112	52,616	45,000	45,949	45,000
4	Reimbursement	112	2,000	2,000	2,000	2,000
5	Investment Interest	112	1,559	225	1,600	800
6	TOTAL REVENUES		56,175	47,225	49,549	47,800
7						
8	EXPENSE					
9	OPERATING EXPENSE					
10	Adm. & Dues 2%	18	13,592	13,250	13,261	13,250
11	Accounting & Legal Fee	18	2,000	2,000	2,000	2,000
12	Donations	18				2,200
13	Improvements	28	27,536	50,000	23,127	50,000
14	DEBT SERVICE					
15						
16	TRANSFER OUT	58	40,000	13,610		13,610
17						
18	TOTAL EXPENDITURES		83,128	78,860	38,388	81,060
19						
20	NET ANNUAL CASH FLOW		(26,953)	(31,635)	11,161	(33,260)

1	TIFF		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	TIF	112	21,746	37,482	40,812	47,653
4	Investment Interest	112	3			
5	TOTAL REVENUES		21,749	37,482	40,812	47,653
6						
7	DEBT SERVICE					
8	TIF PRINCIPAL	40	23,719	37,494	40,812	47,653
9	TIF INTEREST	40				
10	TRANSFER OUT	50		-	-	-
11	TOTAL EXPENDITURES		23,719	37,494	-	47,653
12						
13	NET ANNUAL CASH FLOW		(1,970)	(12)	-	-

1	SENIOR CENTER		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Property Tax	100	8,123	8,000	8,000	8,000
4	Interest	112	194	20	660	330
5	Transfer In (Sewer)	113				-
6	TOTAL REVENUES		8,317	8,020	8,660	8,330
7						
8	EXPENSE					
9	OPERATING EXPENSE					
10	Insurance (Liability)	10	1,800	1,980	1,980	2,178
11	Building R & M	10	489	2,000	1,793	2,000
12	Building Sinking	20	4,000	4,000	4,000	4,000
13	TOTAL EXPENDITURES		6,289	7,980	7,773	8,178
14						
15	NET ANNUAL CASH FLOW		2,028	40	887	152

1	CIVIC CENTER		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	Property Tax	100	8,123	8,000	8,000	8,000
4	Registrations	112	6,243	6,000	115	6,000
5	Donations	112	15,925	10,000		
6	Memberships	112	7,617	5,500	7,560	8,000
7	Rentals	112	37,953	31,000	19,045	25,000
8	Grants	112				
9	Reimbursements	112	37	115	2,564	1,031
10	Transfers In (Sales Tax)	114	75,000	75,000	155,000	155,000
11	TOTAL REVENUES		150,898	135,615	192,284	203,031
12						
13	EXPENSE					
14	Wages	10	8,000	6,200		6,200
15	Recreation Class Instruct.	10	5,340	3,200		3,200
16	Civic Center Wages	10				
17	Civic Center Taxes	10				
18	Civic Center Health	10				
19		10				
20	OPERATING EXPENSE					
21	Janitor/Maintentance	10	4,250	4,420	3,850	5,510
22	Administrative	10		1,075	950	475
23	Communication	10	192		1,188	2,484
24	Insurance (Liability)	10	10,000	11,000	11,109	12,220
25	City Lights	10	12,315	15,000	11,000	13,000
26	Source Gas	10				
27	Building R & M	10	4,451	3,000	4,000	4,000
28	Supplies	10	5,167	5,225	5,311	6,174
29	Garbage	10	960	1,200	800	1,200
30	Accounting Fee	10	200	200	200	200
31	Improvements	20				
32	Sinking	20	5,000	5,000	5,000	
33	Loan Payment	40	18,000	80,000	155,000	155,000
34	TOTAL EXPENDITURES		73,875	135,520	198,408	209,663
35						
36	NET ANNUAL CASH FLOW		77,023	95	(6,124)	(6,632)

1	REDLEG		18-19 ACTUAL	19-20 BUDGET	19-20 ESTIMATE	20-21 PROPOSED
2	REVENUE					
3	GRANT	101	300,000	300,000		300,000
4	MISCELLANEOUS	112				
5	INTEREST INCOME	112	382		4,617	3,700
6	LOAN REPAY	112	95,000	60,000	69,532	69,532
7	TRANFER IN (SALES TAX)	113				
8	TOTAL REVENUES		395,382	360,000	74,149	373,232
9						
10	EXPENSE					
11	OPERATING EXPENSE					
12	ACCOUNTING	17				
13	ADMINISTRATION	17	378,017	425,000	71,285	425,000
14	IMPROVEMENTS	27				
15	LAND	27				
16						
17	DEBT SERVICE					
18						
19	TRANSFER OUT	57				
20	TOTAL EXPENDITURES		378,017	425,000	71,285	425,000
21						
22	NET ANNUAL CASH FLOW		17,365	(65,000)	2,864	(51,768)

**City of St. Paul
Budget Comparison Schedule**

	<i>General</i>	<i>% Increase (Decrease)</i>	<i>Debt Service</i>	<i>% Increase (Decrease)</i>	<i>Total</i>	<i>% Increase (Decrease)</i>
Request for property taxes						
2019-2020	631,250		202,000		833,250	
2020-2021	<u>639,835</u>	<u>1.36%</u>	<u>202,000</u>	<u>0.00%</u>	<u>841,835</u>	<u>1.03%</u>
Increase (decrease)	<u>8,585</u>		<u>-</u>		<u>8,585</u>	
Valuation						
2019-2020	127,104,101		127,104,101		127,104,101	
2020-2021	<u>128,000,000</u>	<u>0.70%</u>	<u>128,000,000</u>	<u>0.70%</u>	<u>128,000,000</u>	<u>0.70%</u>
Increase (decrease)	<u>895,899</u>		<u>895,899</u>		<u>895,899</u>	
Levy						
2019-2020	0.496640		0.158925		0.655565	
2020-2021	<u>0.499871</u>	<u>0.65%</u>	<u>0.157813</u>	<u>-0.70%</u>	<u>0.657684</u>	<u>0.32%</u>
Increase (decrease)	<u>0.003231</u>		<u>(0.001112)</u>		<u>0.002119</u>	

Example

	Average Assessed Value	Levy Rate	Assessed Taxes	
2019-2020	100,000	0.655565	\$ 655.57	
2020-2021 w/above increase	100,705	0.657684	\$ 662.32	Estimated
Increase (decrease)			<u>\$ 6.75</u>	

	<u>Tax Request</u>	<u>Tax Levy</u>
2020-2021 Current Non-Bond Tax Request & Levy	639,835	0.499871
2020-2021 Estimated Maximum Tax Request & Levy	<u>640,000</u>	<u>0.500000</u>
Difference	<u>165</u>	<u>0.000129</u>

**City of St. Paul
Prior Budget Amount Comparisons**

		Year Ended 9/30/2014	Year Ended 9/30/2015	Year Ended 9/30/2016	Year Ended 9/30/2017	Year Ended 9/30/2018	Year Ended 9/30/2019	(Estimated) Year Ended 9/30/2020	(Budgeted) Year Ended 9/30/2021
<u>Cash & Investments</u>	Bond Fund	223,719	243,511	177,255	218,781	159,562	222,817	220,874	(135,957)
	All Other Governmental	2,067,985	2,344,693	2,447,289	2,576,939	2,605,532	2,694,403	2,523,838	1,873,162
	Proprietary	2,229,487	2,694,025	2,658,943	3,248,668	2,852,453	3,280,809	3,500,384	3,246,792
Total		4,521,191	5,282,229	5,283,487	6,044,388	5,617,547	6,198,029	6,245,096	4,983,997
<u>Tax Request</u>	General	508,498	525,751	535,838	554,939	554,939	620,906	631,250	639,835
	Bond	253,086	252,061	251,073	277,470	277,470	295,930	202,000	202,000
Total		761,584	777,812	786,911	832,409	832,409	916,836	833,250	841,835
<u>Levy</u>	General	0.500	0.497	0.500	0.500	0.500	0.500	0.497	0.500
	Bond	0.249	0.240	0.240	0.250	0.250	0.238	0.159	0.158
Total		0.749	0.737	0.740	0.750	0.750	0.738	0.656	0.658
Total Debt (Bonds & Loans)		4,780,048	4,758,263	4,236,047	5,285,000	3,860,000	3,555,000	4,035,000	3,580,000

**City of St. Paul
Schedule of Transfers**

	2019/2020 Estimated		2020/2021 Estimated	
	Transfers In	Transfers Out	Transfers In	Transfers Out
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
General Fund				
General	98,412		84,840	
Police	140,000		140,000	
Fire	-		-	
Ambulance				
Cemetary				
Pool	-		13,610	
Park	66,800	-	76,800	-
Recreation	-		-	
Library	-		-	
Senior Center	-		-	
Special Revenue Funds				
Street	-	87,182	45,000	70,084
Grant				
Sales Tax		155,000		200,000
Keno		-		13,610
TIFF		-		-
Civic Center	155,000		155,000	
Enterprise Funds				
Light		223,903		225,135
Water		17,103		18,335
Sewer	-	17,103	-	18,335
Landfill				10,000
Bond Fund	40,079		40,249	
Grand Total	<u>500,291</u>	<u>500,291</u>	<u>555,499</u>	<u>555,499</u>
	-		-	

**City of St. Paul
Schedule of Debt Payments**

	Balance 10/1/2019	Principal Payment	Interest Payment	New Debt	Balance 9/30/2020	Principal Payment	Interest Payment	New Debt	Balance 9/30/2021
Bond Fund									
GO Refunding Bonds (2015) (80% Pool/20% Street)	215,000	(110,000)	(3,005)		105,000	(105,000)	(1,575)		-
Street Anticipation Bonds (2019)	-			746,200	746,200	(746,200)	(10,099)		-
Street - Bonds (2020)					-			746,200	746,200
Street - Bonds (2016)	35,700	(11,200)	(501)		24,500	(12,600)	(361)		11,900
Street - GO Bonds (2017)	750,000	(50,000)	(18,525)		700,000	(50,000)	(17,813)		650,000
Street - GO Bonds (2016)	413,400	(32,500)	(7,223)		380,900	(33,800)	(6,882)		347,100
Street - GO Bonds (2017)	66,650	(7,750)	(1,318)		58,900	(7,750)	(1,200)		51,150
	1,480,750	(211,450)	(30,572)	746,200	2,015,500	(955,350)	(37,930)	746,200	1,806,350
Enterprise Fund									
Water Bonds (2016)	1,120,950	(88,125)	(19,584)		1,032,825	(91,650)	(18,662)		941,175
Water - Anticip. Bonds (2019)	-			54,600	54,600	(54,600)			-
Water - Bonds (2020)	-				-			54,600	54,600
Water - Bonds (2016)	109,650	(34,400)	(1,538)		75,250	(38,700)	(1,108)		36,550
Water - DEQ Bond Refinance (2015)	395,000	(395,000)	(9,255)		-				-
Water - DEQ Bond Refinance (2020)				370,000	370,000	(40,000)	(5,068)		330,000
Water - GO Bonds (2017)	79,550	(9,250)	(1,573)		70,300	(9,250)	(1,432)		61,050
Sewer - Anticip. Bonds (2019)				109,200	109,200	(109,200)			-
Sewer - Bonds (2020)	-				-			109,200	109,200
Sewer - Bonds Refunding (2017)	135,000	(15,000)	(2,005)		120,000	(15,000)	(1,837)		105,000
	-				-				-
Sewer - Bonds (2016)	55,650	(4,375)	(972)		51,275	(4,550)	(926)		46,725
	-				-				-
Sewer - Bonds (2016)	109,650	(34,400)	(1,538)		75,250	(38,700)	(1,108)		36,550
Sewer - GO Bonds (2017)	68,800	(8,000)	(1,360)		60,800	(8,000)	(1,238)		52,800
	2,074,250	(588,550)	(37,825)	533,800	2,019,500	(409,650)	(31,379)	163,800	1,773,650
Grand Total	3,555,000	(800,000)	(68,397)	1,280,000	4,035,000	(1,365,000)	(69,309)	910,000	3,580,000

**City of St. Paul
Cash Summary**

	Cash 10/1/2019 Balance	Estimated 2019/2020 Revenues	Estimated 2019/2020 Expenditures	Estimated Cash Balance 9/30/2019	Estimated 2020/2021 Revenues	Estimated 2020/2021 Expenditures	Estimated Cash Balance 9/30/2020
General Fund							
General		430,380	(342,176)		396,598	(430,290)	
Police		382,416	(399,188)		398,540	(414,054)	
Fire		50,395	(40,780)		53,406	(52,112)	
Ambulance		49,267	(42,829)		64,811	(61,622)	
Cemetery		36,656	(57,790)		37,115	(61,284)	
Pool		65,130	(41,492)		103,110	(103,039)	
Park		126,226	(123,081)		135,035	(134,753)	
Recreation		5,049	(7,920)		19,500	(14,125)	
Library		96,127	(81,867)		109,878	(109,633)	
Senior Center		8,660	(7,773)		8,330	(8,178)	
Civic Center		192,284	(198,408)		203,031	(209,663)	
	-	-	-	-	-	-	-
	1,565,365	1,442,590	(1,343,304)	1,664,651	1,529,354	(1,598,753)	1,595,252
Special Revenue Funds							
Street	150,834	1,224,764	(1,263,804)	111,794	489,779	(483,904)	117,669
TIFF	(80,290)	40,812	(40,812)	(80,290)	47,653	(47,653)	(80,290)
Program Income	741	155	(896)	-	-	-	-
Keno	140,534	49,549	(38,388)	151,695	47,800	(81,060)	118,435
Sales Tax/Econ. Develop.	820,123	491,446	(732,677)	578,892	746,107	(1,299,999)	25,000
	1,031,942	1,806,726	(2,076,577)	762,091	1,331,339	(1,912,616)	180,814
Enterprise Funds							
Light	1,908,221	2,853,121	(2,678,531)	2,082,811	2,798,432	(2,757,447)	2,123,796
Water	268,665	1,091,370	(1,066,204)	293,831	713,939	(722,825)	284,945
Sewer	983,459	452,773	(452,706)	983,526	432,022	(720,001)	695,547
Landfill	120,464	135,629	(115,877)	140,216	134,400	(132,112)	142,504
	3,280,809	4,532,893	(4,313,318)	3,500,384	4,078,793	(4,332,385)	3,246,792
Bond Fund	222,817	240,079	(242,022)	220,874	986,449	(1,343,280)	(135,957)
Internal Service Fund	97,096	-	-	97,096	-	-	97,096
Grand Total	6,198,029	8,022,288	(7,975,221)	6,245,096	7,925,935	(9,187,034)	4,983,997

150-0033

City of St. Paul Well-Field Pasture Lease

This Well-Field Pasture Lease Agreement, made and entered in to this 22 day of January, 2019, by and between the City of St. Paul, Nebraska, hereinafter referred to as Lessor/Landlord, and Todd Wojtalewicz, hereinafter referred to as Lessee/Tenant.

WITNESSETH: That the Lessor has this date leased unto the Lessee, the following described property situated in the County of Howard, State of Nebraska to be occupied and used for agricultural purposes, to-wit:

The East Half of Section Six (6), Township Fourteen (14) North, Range Nine (9), West of the 6th P.M., Howard County, Nebraska, consisting of approximately 320 acres; Excepting, that portion maintained by the City for its municipal water supplies.

Landlord warrants that they have the right to lease the above described property and will defend Tenant's possession against any and all persons whomsoever.

In consideration of leasing the premises set forth above, the above-identified parties hereby agree as follows:

1. Term of Lease: This lease shall be for three (3) pasture seasons beginning on May 1, 2019 and continuing until the end of the 2019 grazing season, but in any event no later than October 14, 2019, and shall begin again on May 1, 2020, and continue until the end of the 2020 grazing season, but in any event no later than October 14th, 2020, and shall begin again on May 1, 2021 and continue until the end of the 2021 grazing season, but in any event no later than October 14, 2021, at which time this Lease and the rights of the Tenant hereunder will automatically terminate, said Tenant hereby waives any and all requirements of notice.

2. Rate of Rent: The Tenant agrees to pay Landlord cash rent hereunder at the rate of \$10,812.00 for each of the three pasture seasons. Payment for each yearly renewal shall be made as follows: One-half on May 2, 2019 and the balance at such time as the livestock are removed from the pasture but in any event no later than October 1, 2019. Said payments shall continue in the same manner each year thereafter for the duration of the contract.

3. Tenant agrees that the maximum number of cow-calf units and bulls kept on the pastures at any time during the term shall be 28 pair or 45 head for the three (3) year terms.

4. Landlord shall determine the areas in which Tenant will be allowed to provide supplemental feed to the livestock on the premises.

5. Landlord will purchase all necessary materials for the repair and maintenance of all fences, water, wells, windmills, and other improvements of every kind that are now on said premises or that may be erected thereon during the duration of this Lease.

6. Tenant will provide all labor needed to maintain fences, and other improvements of every kind that are now on said premises or that may be erected thereon for the duration of this Lease, and further agree that the leased property will be maintained in as good a condition of repair as currently exists or as later improved, normal wear and tear expected.

7. Landlord will surrender rights and supply paperwork for the ARC/PLC Program for the years 2019, 2020, and 2021.

8. Landlord will have the right to spray vegetation (sumac) in the pastures at any time.

9. Tenant will not commit waste upon or damage the leased property and will use due care to prevent others from so doing.

10. It is understood by all parties to this Pasture Lease that the Lessor, its employees, contractors or assigns, may at any time during the term of the agreement; enter said premises for repairs, improvements, or inspection.

11. Landlord reserves all hunting, fishing, and other recreational rights to the leased property.

12. Tenant agrees not to sublet or sublease any part of the land without the written consent of the Landlord.

13. At the expiration of the agreement herein, Tenant will surrender peaceable possession of the leased property without notice or demand from the Landlord.

14. Tenant agrees to hold the Landlord harmless from any and all liability arising from Tenant's use and occupancy of the leased property. Tenant agrees to pay any cost of defense or judgment on the leased property or against Landlord arising out of any claim therefore. Tenant shall maintain a \$300,000 liability insurance policy for this purpose and provide Landlord with a Certificate of Insurance and shall name Landlord as an additional insured.

15 If Tenant fails to carry out any provision of this Lease, the Landlord may enter and take possession and the Tenant shall peaceably vacate the leased property.

16. This Lease embodies and includes all the terms and conditions of the contract between the parties and that no statements, representations, promises, agreements, or conditions of any character, shall be binding upon either party hereto unless embodied in this written Lease.

17. The Lease shall be binding upon the heirs, successors, and assigns of the parties hereto.

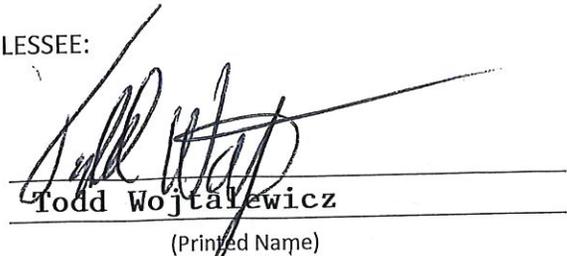
Dated: January 22, 2019

LESSOR: CITY OF SAINT PAUL, NEBRASKA



Joel M. Bergman, Mayor

LESSEE:

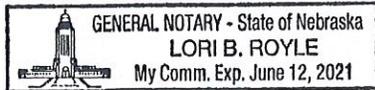


Todd Wojtalewicz
(Printed Name)

STATE OF NEBRASKA)
) SS
COUNTY OF HOWARD)

On this 22 day of January, 2019, before me a Notary Public, personally came Joel M. Bergman, Mayor of the City of Saint Paul, Nebraska known to me to be the identical person who signed the foregoing Farm Lease and acknowledged the execution to be his voluntary act and deed on behalf of the City of Saint Paul, Nebraska.

Witness by hand and Notarial Seal the day and year last above written.

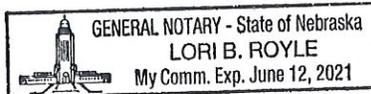


Lori B. Royle
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF HOWARD)

On this 22 day of January, 2019, before me a Notary Public, personally came Todd Wojtalewicz, known to me to be the identical person who signed the foregoing Farm Lease and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness by hand and Notarial Seal the day and year last above written.



Lori B. Royle
Notary Public

CITY OF ST PAUL
Revenue/Expenditure
Audit Detail Full

Audit 19-20

Fund 02 WATER

Revenue

R 02-250 RENTAL Budget \$10,812.00 Total \$10,812.00 Balance \$0.00

		Vendor SearchNam	Invoice	-----Check-----	Batch Name	Debit	Credit
		Comments	Refer	PO		Begin	
19-20-01	OCTOBER						\$0.00
19-20-01	Rec	Todd Wotalewicz Wellfield Pasture	10	0	2OctBank	\$0.00	\$5,406.00
Total 19-20-01 OCTOBER						\$0.00	\$5,406.00
						Ending	(\$5,406.00)
		Vendor SearchNam	Invoice	-----Check-----	Batch Name	Debit	Credit
		Comments	Refer	PO		Begin	
19-20-08	MAY						(\$5,406.00)
19-20-08	Rec	Water: Pasture Rent Todd Wojtale	5	0	Bank May1	\$0.00	\$5,406.00
Total 19-20-08 MAY						\$0.00	\$5,406.00
						Ending	(\$10,812.00)
Control Act	02-13300 CHANG	Tota	R 02-250 RENTAL			\$0.00	\$10,812.00
		<i>In Balance</i>	Total Year		\$10,812.00	Ending	(\$10,812.00)
Total	Revenue					\$0.00	\$10,812.00
	Fund 02					\$0.00	\$10,812.00

CITY OF ST PAUL
Revenue/Expenditure
Audit Detail Full

Audit 18-19

Fund 02 WATER

Revenue

R 02-250 RENTAL Budget \$9,000.00 Total \$10,793.50 Balance -\$1,793.50

		Vendor SearchNam	Invoice	-----Check-----	Batch Name	Debit	Credit
		Comments	Refer	PO		Begin	
18-19-02 NOVEMBER							\$0.00
18-19-02	Rec	Water Wellfield Lease Proceeds	12	0	Bank Nov	\$0.00	\$5,312.50
Total 18-19-02 NOVEMBER						\$0.00	\$5,312.50
						Ending	(\$5,312.50)
18-19-07 APRIL							(\$5,312.50)
18-19-07	Rec	Water - Todd Wojtalewicz Wellfield	5	0	1Apr Bank	\$0.00	\$5,406.00
Total 18-19-07 APRIL						\$0.00	\$5,406.00
						Ending	(\$10,718.50)
18-19-11 AUGUST							(\$10,718.50)
18-19-11	Rec	Wayne Contracting Fritz Lee Water	8	0	1Aug YelTic	\$0.00	\$75.00
Total 18-19-11 AUGUST						\$0.00	\$75.00
						Ending	(\$10,793.50)
Control Act	02-13300 CHANG	Tota	R 02-250 RENTAL			\$0.00	\$10,793.50
		In Balance	Total Year		\$10,793.50	Ending	(\$10,793.50)
<hr/>							
Total	Revenue					\$0.00	\$10,793.50
<hr/>							
		Fund	02			\$0.00	\$10,793.50

City of St. Paul - Certificates of Deposit

Dept. Fund

07/31/2020

(All CD's are automatically renewable)

BANK	CD #	MATURITY DATE	AMOUNT	TERM	CURRENT RATE	INTEREST
General (Homestead)	3212279	7/8/24	\$154,886.48	60 Months	2.90%	Compound Qtrly
General (Citizens)	109366	11/15/23	\$58,080.89	60 Months	3.20%	Mthly Compound
General (Citizens)	109367	11/15/23	\$58,070.42	60 Months	3.20%	Mthly Compound
General (Homestead)	3212199	2/2/22	\$40,253.40	60 Months	1.65%	Compound Qtrly
General (Homestead)	3051705	4/10/22	\$222,164.21	60 Months	1.70%	Compound Qtrly
		Total	\$533,455.40			
Light (Homestead)	3640996	5/15/22	\$44,158.21	60 Months	1.70%	Compound Qtrly
Light (Homestead)	3212195	2/22/22	\$41,842.36	60 Months	1.65%	Compound Qtrly
		Total	\$86,000.57			
Water (Homestead)	3212196	2/2/22	\$ 31,779.01	60 Months	1.65%	Compound Qtrly
		Total	\$ 31,779.01			

City of St. Paul - Certificates of Deposit

Dept. Fund

07/31/2020

(All CD's are automatically renewable)

Sewer (Homestead)	3212197	2/2/22	\$37,075.52	60 Months	1.65%	Compound Qtrly
Sewer (Homestead)	3212198	2/2/22	\$37,075.52	60 Months	1.65%	Cmpound Qtrly
		Total	\$74,151.04			
Fire (Homestead)	3212200	2/2/22	\$24,363.91	60 Months	1.65%	Compound Qtrly
Ambulance (Homestead)	3212201	2/2/22	\$52,435.36	60 Months	1.65%	Compound Qtrly
Park (Homestead)	3212202	2/2/22	\$42,372.02	60 Months	1.65%	Compound Qtrly
Sale Tx (Homestead) 11302	3327564	4/24/22	\$80,191.48	60 Months	1.67%	Compound Qtrly
Totals			\$924,748.79			

City of St. Paul

Receipts

July 2020

Date	From	Account	Description & Breakdown	Amount	
7/1/2020	State of Nebraska		HHS - N.F.O.C	925.00	
7/2/2020	State of Nebraska		HHS - N.F.O.C	335.00	
7/1/2020	Chamber of Commerce		GCA Days Fireworks	700.00	
7/14/2020	U S Treasury	Ambulance??	St Paul Rescue	437.85	ACH
7/15/2020	BCBS NE	Ambulance??	St Paul Rescue	97.46	ACH
7/15/2020	Howard County Treasurer		Collections	19,366.48	\$100.00
			General \$3,240.67		
			Fire 671.19		fines to school
			Police 5,101.06		
			Cemetery 402.71		
			Pool 1,073.91		
			Park 1,208.14		
			Library 1,610.86		
			Sr. Center 134.24		
			Civic Center 134.24		
			Streets Mtr Tax \$5,431.74		
			Streets ProRate 357.72		
7/16/2020	Quick Med Claims	Ambulance??	St Paul Rescue	89.39	ACH
7/16/2020	State of Nebraska		St Payment ??	3,392.97	ACH
7/16/2020	State of Nebraska		HHS-N.F.O.C.	287.17	ACH
7/16/2020	City Office	V.P. Bond	Goodenberger assessments	65.00	
			Water Prin 21.71 Int 4.29		
			Sewer Prin 32.56 Int. 6.44		
7/17/2020	City Office	V.P. Bond	Tommy-Rene Printers	59.38	
			Princ. \$57.64 Int. 1.74		
7/20/2020	State of NE		HHS-N.F.O.C.	1,175.00	ACH
7/21/2020	Pay Plus	Ambulance	St Paul Rescue	88.46	ACH
7/21/2020	State of NE		2004 Chevrolet Trailblazer	3,255.00	ACH
7/21/2020	State of NE		HHS-N.F.O.C.	1,645.00	ACH
7/22/2020	State of NE		HHS-N.F.O.C.	1,410.00	ACH
7/23/2020	BCBS NE	Ambulance	St Paul Rescue Service	569.80	ACH
7/24/2020	Quick Med Claims	Ambulance	St Paul Rescue Service	184.30	ACH
7/29/2020	Quick Med Claims	Ambulance	St Paul Rescue	360.31	ACH
7/30/2020	Wisconsin Physician Services	Ambulance	HCCLAIMPMT	1,127.16	ACH
7/6/20*	Desch Paine Cemetery			25.00	
7/7/20*	City Office	Cemetery	Peters Funeral Home-O/C Wojtalewicz)	300.00	
7/8/20*	City Office	Refund Dep Box	Homestead Bank	5.24	
7/8/20*	City Office	? Const	Brenda Keylon	2,330.93	
7/20/20*	City Office	exp Clay Sartor	Annual pyt Century Link	10.00	
7/31/2020	Homestead Bank	General	Interest on checking for July	32.18	

City of St. Paul

Receipts

July 2020

Other Accounts:				
7/2/2020	City Office - State of Nebraska - to Light 300-504-981 - North Yards Rent			250.00
7/13/2020	City Office - St. Paul Keno to Keno 300-504-409			4,012.09
7/1/20*	City Office - U-Betcha Auto payment to Sales Tax 300-504-420 Princ.	prin\$1096.47 Int. 53.70		1,150.17
7/10/2020	City Office - Herv's Transmission payment to Sales Tax 300-504-420	prin 735.25 int 255.13		990.38
7/2/2020	City Office - L & M Enterprises payment to Sales Tax 300-504-420	prin 1757.82 int \$175.20		1,933.02
7/10/2020	City Office- Teresa's Floral to REDLG 300-301-465	Prin 241.48 Int 30.00		271.48
7/2/22020	City Office - Vogel payment to REDLG 300-301-465	Prin 1100.40 Int 150.60		1,251.00
	City Office - Howard County Medical Center payment to REDLG 300-301-465 Princ.			
	City Office - C. Hamilton payment to P.I. 300-504-681 Princ.			
7/16/2020	City Office - Starkey payment to P.I. 300-504-684 Princ.	wtr Prin 47.30 Int 5.37 swr Prin 47.29 Int 5.36		105.32
7/13/2020	City Office - Bed Head Coffee payment to Sales Tax 300-504-420	prin 521.94 int 128.06		650.00
7/15/202	City Office - Alice Osterman payment to P.I. 300-504-684	Princ. \$64.72 int. 35.28		100.00
	City Office - Northrup's payment to Sales Tax 300-504-420 Princ.			
7/15/2020	City Office - Creative Hands payment to Sales Tax 300-504-420	Prin 12.50 Int. 277.50 late charge 60.00		350.00
7/16/2020	City Office - Escape Tanning payment to Sales Tax 300-504-420	Prin 211.37 Int 18.63		230.00
7/21/2020	City Office - Secure Storage payment to P.I. 300-504-684	Princ. \$88.40 Int. 11.60		100.00
7/14/2020	City Office - County Cage payment to Sales Tax 300-504-420	Prin 412.60 Int. 162.40		575.00
7/20/2020	Connie Transferred \$19,000.00 from Citizens 10-234-2 to checking 300-100-027 for infrastructure 25% sales tax (Sales Tax) fund RE: Sewer Comminutor Meat Grinder			
7/10/2020	Donation from Roger & Lorraine Lawler Ballfield 300-5005025			20.00
7/21/2020	State of Nebraska City Sales Tax 300504420			31,571.31 ACH
7/28/2020	Connie Transferred \$180,582.24 fr Streets Acct. ICS 103349 dep to 300-100-027 for Sts			
7/28/2020	Deposit to Sav 77-268-2 Park Alum Cans from Kramers			115.66
	Homestead Bank - Interest on City Sales Tax Checking 300-300-277			1.91
	Homestead Bank - Interest on St. Paul Civic Center Checking 300-300-749			0.07
	Homestead Bank - Interest on City REDLG 300-301-465			1.14
	Homestead Bank - Interest on Water MMDA 300-504-189			1.28
	Homestead Bank - Interest on Keno MMDA 300-504-409			14.88
	Homestead Bank - Interest on Sales Tax P.I. 300-504-420			27.29
	Homestead Bank - Interest on Pool Construction MMDA 300-504-442			1.18
	Homestead Bank - Interest on Premium Investment 300-504-684			1.05
	Homestead Bank - Interest on General Equipment Sinking MMDA 300-504-805			1.23
	Homestead Bank - Interest on Sewer & Building Equipment Fund MMDA 300-504-849			1.63
	Homestead Bank - Interest on Police Equipment Fund MMDA 300-504-860			1.07
	Homestead Bank - Interest on Senior Center Fund MMDA 300-504-882			0.86
	Homestead Bank - Interest on Brick Account MMDA 300-504-915			0.09
	Homestead Bank - Interest on Library Maintenance Reserve MMDA 300-504-970			1.73
	Homestead Bank - Interest on Light Sinking Fund MMDA 300-504-981			1.12
	Homestead Bank - Interest on Fire Sinking Fund MMDA 300-504-992			0.32

City of St. Paul
Receipts
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Homestead Bank - Interest on EMT Sinking Fund MMDA 300-505-003			1.52
Homestead Bank - Interest on Street Sinking Fund MMDA 300-505-014			1.22
Homestead Bank - Interest on Park Equipment Sinking Fund MMDA 300-505-025			1.64
Homestead Bank - Interest on TIF Projects MMDA 300-505-036			0.06
Homestead Bank - Interest on After School MMDA 300-505-146			0.13
Homestead Bank - Interest on St. Paul Elmwood Cemetery Foundation 300-505-168			0.41
Homestead Bank - Interest on Civic Center Sinking Fund MMDA 300-505-179			1.32
Homestead Bank - Walk/Bike Trail Savings 300054827 - quarterly interest			0.00
Homestead Bank - City Light TCD # 3212195			173.30
Homestead Bank - City Water TCD #3212196			131.62
Homestead Bank - City Sewer TCD #3212197			153.55
Homestead Bank - City Sewer TCD #3212198			153.55
Homestead Bank - City General TCD #3212199			166.72
Homestead Bank - City Fire TCD #3212200			100.90
Homestead Bank - City Ambulance TCD #3212201			217.17
Homestead Bank - City Park TCD #3212202			176.49
Homestead Bank - Sales Tax TCD #3327564			1,111.81
Homestead Bank - General TCD #3051705			937.64
Homestead Bank - Light TCD #3640996			332.50
Homestead Bank - General TCD #3212279			0.00
Citizens Bank & Trust - Interest on Cafeteria 125 102407			2.43
Citizens Bank & Trust - Interest on Health Deductible 102482			25.18
Citizens Bank & Trust - Interest on Cemetery Savings 753122			0.00
Citizens Bank & Trust - Interest on Sales Tax Infrastructure 102342			46.25
Citizens Bank & Trust - Interest on City Park Aluminum Improvement Savings 772682			0.00
Citizens Bank & Trust - Interest on General TCD # 109366			0.00
Citizens Bank & Trust - Interest on General TCD # 109367			0.00
Citizens Bank & Trust - Interest on Light ICS MMA 103217			879.06
Citizens Bank & Trust - Interest on Water ICS MMA 103225			125.24
Citizens Bank & Trust - Interest on Sewer ICS MMA 103241			384.67
Citizens Bank & Trust - Interest on General ICS MMA 103209			1,795.88
Citizens Bank & Trust - Interest on Building Sinking ICS MMA 103233			57.47
Citizens Bank & Trust - Interest on Firemen ICS MMA 103268			154.88
Citizens Bank & Trust - Interest on Ambulance ICS MMA 103276			307.08
Citizens Bank & Trust - Interest on Park ICS MMA 103284			120.64
Citizens Bank & Trust - Interest on Police ICS MMA 103292			28.82
Citizens Bank & Trust - Interest on Keno ICS MMA 103314			78.90
Citizens Bank & Trust - Interest on Streets ICS MMA 103349			564.10
Citizens Bank & Trust - Interest on Library ICS MMA 103365			55.80
Citizens Bank & Trust - Interest on Senior Center ICS MMA 103373			36.44
Citizens Bank & Trust - Interest on Red Leg ICS MMA 103381			43.59
Citizens Bank & Trust - Interest on Pool ICS MMA 103438			24.29