

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. **Scheduled for 8:00 p.m.** - Brad Slaughter formerly a bond underwriter with Ameritas Investment Corp. requested to inform the City Mayor & Council on his transition from Ameritas Investment Corp. to Piper Jaffray Public Finance, Lincoln, NE - Telephone (402)-260-7853
5. On March 8, 2019, Howard County was awarded the NE Crime Commission 2019 Community-based Juvenile Service Aid Grant #19-CB-0524 in the amount of \$24,160. The grant is for a School Resource Officer (SRO) wage (\$15,541) and travel time for an on-site Mental Health Therapist (\$6,203). The grant will be utilized by the St. Paul Public School and Elba Public School. The personnel wage breakdown for the position is \$18.09/hour x 21 hours/week x 38 weeks/year = \$14,436; fringe benefit (tax) breakdown is \$1,105. Howard County provided a match share of \$2,416 (10% of grant), which came from a portion of the Howard County Attorney's wage (\$2,244) and payroll tax (\$172).

Discuss - Approve / Deny the City of St. Paul supplementing the St. Paul Public School Resource Officer (SRO) wage in the approximate amount of \$2,000. This would supplement the SRO wage from \$18.09 to \$20 hourly. St. Paul Public School Superintendent Poppert and Howard County Sheriff Bush will be in attendance to answer questions.
 - An Interlocal Agreement will need to be entered in by the City of St. Paul, Howard County and the St. Paul Public School PRIOR to the exchange of funds.
- 6.
7. Discuss - Approve / Deny the request of the After Prom Committee to expand their project of "Showing Your School Spirit" to include the sidewalk in front of a downtown business; the event will take place on Saturday, October 19, 2019, with either painting a blue "SP" or a red Husker "N".
8. Discuss - Approve / Deny Brian and Cathryn Sack's Property Improvement application regarding 715 Howard Avenue in the amount of \$5,000. The project application includes new windows and exterior doors. The St. Paul Development Corp. Board of Directors recommends the approval of the application.
9. Discuss - Approve / Deny the September 2019 Treasurer's Report and the Planning Commission October 14, 2019 zoning permits.
10. Discuss - Approve / Deny Resolution 2019-8, whereas by Nebraska State Statute 53-124.11, the City of St. Paul Clerk and the Chief of Police is the designated agent for the City to determine whether a special designated liquor (SDL) license is to be approved or denied. If a new liquor license vendor has not submitted a prior special designated liquor (SDL)

application, or the vendor liquor application is questionable by the City Clerk or the Chief of Police, then the application will be placed on the agenda for Mayor and City Council approval.

11. Discuss - Approve / Deny the proposal of BTS Communications in replacing the City's old telephone system with the new BTS Communication system, powered by Clearly. The initial equipment and installation is \$4,127; yearly license fee of \$754, along with the monthly telephone bill of approximately \$148. Currently, the City's monthly telephone bill is \$373. The monthly telephone bill will not reflect any changes, due to the Water DSL and Treatment Plant, Pool & Parks remaining the same as currently. The only change is paying for the upfront cost of the equipment and installation.
12. Discuss - Approve / Deny removing Mike Feeken's name from the St. Paul Civic Center Checking Account and Sinking Fund and adding Sarah Call's name to the St. Paul Civic Center Checking Account signature card (**give minutes to Homestead Bank**).
13. Notice of Special meeting dates scheduled:
 - a. Monday, October 21, 2019 at 6:00 p.m. regarding the discussion of the union contract and the employee's health insurance coverage (JJ Green, Primark Insurance present)
 - b. Monday, November 4, 2019 at 5:30 p.m. regarding the negotiations of the IBEW 1597 Union Contract
14. Utility Superintendent Helzer updates:
 - a. Overland Ready Mixed Concrete will be increasing cement 5% - 7%, effective January 1, 2020. The Howard Avenue concrete project bid will reflect the old cost, due to the bid letting.
 - b. Island Glass, Grand Island replaced the glass in the east Civic Center door on Thursday, October 3, 2019.
15. Chief of Police Paczosa updates a. Nuisance & Incident Report
16. Council member updates
17. Mayor Bergman updates:
 - a. Update Council members on Sarah Call's, Community Program Coordinator employment hours (SPDC will discuss on November 4, 2019 Council meeting)
 - b. City Clerk Beck checked the City of St. Paul 2019-2020 levy with Howard County Clerk Bev Sack (see attachment).
 - c. Letter submitted to Mayor Joel Bergman regarding the street dance on Saturday, October 5, 2019
 - d. Mike Feeken will continue to stay on the St. Paul Library and Housing Authority Boards
 - e. Dana Cole & Co. will be auditing the City books beginning Tuesday, October 29, 2019 through Thursday, October 31, 2019.
 - f. City received a LARM reimbursement of \$16,041 regarding Attorney Pigley's legal fees concerning Ms. Killinger's CIR & NEOC court cases.
 - g. Todd Wojtalewicz paid the Wellfield Pasture rent of \$5,406
 - h. St. Paul Development Corp. has submitted an "Invitation for Bids" regarding the Middle Loup Subdivision construction project
18. Public Comment Period - restricted to items on the agenda
19. Public Announcements

20. 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
21. Mayor Bergman adjourns City Council meeting.
22. Informational Items:
 - a. Receipts of September 2019
 - b. St Paul Civic Center discussion meeting prior to St. Paul Development Corp. Executive Director Feeken leaving on October 11, 2019. In attendance: Matt Helzer, Connie Jo Beck, Laura Berthelsen, Mike Feeken, and Sarah Call (see attachment).
 - c. 2018-2019 Keno Receipts
 - d. The Insured Cash Sweep (ICS) and the Certificate of Deposit Account Registry (CDARS) are insured accounts by accessing multi-million dollar FDIC insurance through a single bank relationship and to eliminate the burden of ongoing collateral tracking while earning a return (see brochure).
 - ICS: Secures your large deposits while maintaining access to funds and earning interest on funds placed into demand deposit accounts and/or money market accounts.
 - CDARS: Is a program that allows the public to spread money around various banks. The purpose of CDARS is to help people who invest in certificate of deposits (CDs) to stay below the Federal Deposit Insurance Corporation (FDIC) insurance limits at any given bank.
- 23.

NEBRASKA CRIME COMMISSION
2019 Community-based Juvenile Services Aid [CB]
 Nebraska Revised Statute §43-2404.02

Section I: Applicant Information

| | | |
|--|---|--|
| Lead County/Tribe: | Howard County | Telephone: (308) 754-4343 Fax: (308) 754-4266 |
| Applicant Federal Employer ID: | 47-6006474 | |
| Address of Applicant: | Address: 612 Indian St | |
| | City: St. Paul State: NE Zip Code: 68873-0025 | |
| List of Partnering Counties/Tribes: | Howard County | |
| Title of Project: | Howard County Community Prevention Project | |
| Project Director: | Name: Connie Holmes | Telephone: (308) 385-5520 |
| | Title: Executive Director, CNCAA | Fax: (308) 385-5522 |
| | Email: Connie@cncaa.info | |
| | Address: 219 W. 2 nd St | |
| | City: Grand Island State: NE Zip Code: 68801-5907 | |
| Project Coordinator: | Name: Celeste Heavilin Penner | Telephone: (308) 227-9271 |
| | Title: Coalition Coordinator | Fax: (308) 385-5522 |
| | Email: Celeste@cncaa.info | |
| | Address: 219 W 2 nd St | |
| | City: Grand Island State: NE Zip Code: 68801-5907 | |
| Fiscal Officer: | Name: Bev Sack | Telephone: (308) 754-4343 |
| | Title: Howard County Clerk | Fax: (308) 754-4266 |
| | Email: Bev.Sack@Nebraska.gov | |
| | Address: 612 Indian St | |
| | City: St. Paul State: NE Zip Code: 68873-0025 | |
| Authorized Official: | Name: Kathy Hirschman | Telephone: (308) 754-4343 |
| | Title: Chairman, Howard County Board | Fax: (308) 754-4266 |
| | Email: bobkatocattle@hotmail.com | |
| | Address: 612 Indian St | |
| | City: St. Paul State: NE Zip Code: 68873-0025 | |

Section II: Budget Summary

| Category | Requested Amount | Match Share | Total Project Cost |
|--------------------------|------------------|-------------|--------------------|
| A. Personnel | 15541 | 2416 | 17957 |
| B. Consultants/Contracts | 6203 | 0 | 6203 |
| C. Travel | 0 | 0 | 0 |
| D. Operating Expenses | 0 | 0 | 0 |
| TOTAL AMOUNT | 21744 | 2416 | 24160 |
| % Contribution | 90% | 10% | 100% |

CERTIFICATION: I certify the information in this application is accurate and as the Authorized Official for this project, hereby agree to comply with all provisions of the grant program and all other applicable state and federal laws.

NOTE: The Authorized Official must be the County Board Chair or Tribal Council Chair. If more than one county or tribe is participating in the grant application then the signature of the Lead County Board Chair or Lead Tribal Council Chair is required.

Name of Authorized Official: Kathy Hirschman

Title: Chairman, Howard County Board

Address: 612 Indian St

City, State, Zip: St. Paul, NE 68873

Telephone: 308-754-4343

Signature of Authorized Official: *Kathy Hirschman*

Date: 12/11/18

Section III: Program Summary

PROGRAM TYPE TABLE

Complete the table below to identify the primary goal of each program, service, or system improvement for which you are requesting funds; and select the program type with which it best aligns. If a program has several funded components (e.g., staff salaries, curriculum, supplies, etc.), please combine these into a single row in the table. Do not include match dollars and round up or down to the nearest dollar. Program types and definitions are located on the Juvenile Justice Institute's website.

| Program Title | Primary Goal or Outcome | Over-arching Type | Program Type | Sub-program Type | Amount Requested for each Program |
|--|--|---------------------|---------------|-------------------------|---|
| School Resource Officer | Partner with schools to promote school attendance, discipline, and healthy lifestyle choices | Direct Intervention | School-Based | School Resource Officer | \$15541 |
| On-Site Mental Health Therapy | Improve mental health/wellbeing among youth and their families | Direct Intervention | Mental Health | Treatment | \$6203 |
| | | | | | \$ |
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| | | | | | \$ |
| <p>All programs listed in the table above must equal the total requested amount from the budget summary on page two of this grant application.</p> <p>DO NOT INCLUDE MATCH DOLLARS</p> | | | | | <p>\$21744</p> <p>Total</p> |
| <p align="center">*REFER TO PAGE 12 OF THE RFA FOR INSTRUCTIONS*</p> | | | | | |

PROGRAM TYPE NARRATIVE

Fill out separately for each program type listed in the table above

PROGRAM TITLE: School Resource Officer (SRO)

1. Is this program or service funded in the 2018 [CB] application: Yes No

If this program or service is not funded in the 2018 [CB] application then provide current, local data that demonstrates this need in your community (*do not use national data*):

2. **Describe how this program or service uses practices that are supported by current evidence-based research:** The current SRO is a member of the National Association of School Resource Officers and receives regular communication from that organization related to current trends and training opportunities. The SRO receives ongoing training in evidence-based practices, including but not limited to 40 Developmental Assets, Trauma Informed Care, Youth Mental Health First Aid, Communities Mobilizing for Change on Alcohol, Motivational Interviewing. The SRO is involved in community/school partnership for prevention of substance use and other behavioral issues (i.e., truancy). **The SRO will be encouraged to become trained in specific evidence-based programming appropriate for classroom prevention presentations (i.e., Project Alert, SOS).** Reference: Safe Communities – Safe Schools FACT SHEET “Implementing an Effective School Resource Officer Program” 2001, 2009; Center for the Study and Prevention of Violence, Institute of Behavioral Science, University of Colorado at Boulder, Boulder, CO. In an effort to measure program effectiveness, the school districts in Howard County will monitor outcomes at least twice each year, once each semester, via meetings with the SRO, school officials, and the SRO’s immediate supervisor reviewing the comprehensive plan and the specific outcomes for each school.

3. **List the priority in your community plan that is being addressed by this program or service:**
Issue Based Priority #1: Enhance Juvenile Services in Howard County

4. Is this program or service listed as a strategy in your community plan: Yes No

5. **Provide a description of the program or service by answering the following:**

Explain the purpose of the program: The purpose of the School Resource Officer (SRO) Program in Howard County is to work in partnership with the Howard County Schools to promote a safe, secure and healthy learning environment using a combination of interventions to address behaviors of concern and engaging multiple systems. Key services may include, but are not limited to: 1) to work in partnership with schools to promote school attendance, discipline, and learning; 2) teach life skills classes relating to making healthy lifestyle choices, respect for self and others, personal safety, resistance to peer pressure/influence, drug prevention; 3) provide instruction to administration and staff on issues of school safety; 4) be a positive adult role model for youth; 5) encourage open communication with parents. The SRO’s time is shared among the school districts in Howard County.

List the skills and knowledge to be gained by the youth participants: Improved/Increased refusal skills; Increased knowledge of risks associated with underage use of alcohol, tobacco and other drugs; Improved/Increased attendance by youth struggling with truancy issues;

Describe the key activities or services:

As requested/required, assist with truancy issues/help get youth to school, working with parents, youth and school for improved outcomes/attendance. Work to identify barriers for success.
 Be present in each school district to offer positive engagement with youth and encourage positive relationships between law enforcement and youth (be present at least twice weekly in each school, and not just when "trouble" is present);
 As requested/required, assist school with investigations of school policy violations related to alcohol, tobacco, other drugs, violence, relationship violence, social media threats (meet with all parties involved, offering support and education as needed);
 As requested by each school district, provide alcohol, tobacco and other drug education in classrooms (preferably this happens using evidence-based practices or an approved program/curriculum over the course of several weeks – not just a one-time presentation);
 As requested, provide assistance to schools with specific school safety planning and preparation (could mean policy change/additions)

List the expected changes that the program will likely bring to your community: Reduce the number of truancy cases that get referred to CA; Reduce rates of alcohol use by youth (NRPFSS); Positive, consistent law enforcement presence (positive role modeling)

6. Describe the target population being served by this program or service by answering the following:

Age, Gender, and Race/Ethnicity: This program will target youth ages 11 to 18, both male and female, and all races/ethnicities.

Juvenile Justice System Point: Voluntary

List the risk and criminogenic need factors being targeted by this program: Individual Drug/Alcohol Use, Antisocial attitudes, Defiance of Authority; Family Lack of Discipline; Education/Community Truancy; Peers Deviant Peer groups.

List the protective factors and assets being strengthened that address the risk and criminogenic need factors identified above: Individual positive attitudes, values and beliefs, positive mental, physical and emotional health, use of positive coping skills, Positive attitudes/relations with authoritative figures, Problem-solving skills; Family Positive adult role models, Clear expectations of prosocial behaviors/values; Education/Community Regular attendance and engagement in school, Community values youth, Strong neighborhood attachment; Peers Healthy/Positive peer relationships

7. Explain the referral process by answering the following:

List the agencies and/or individuals who refer youth to this program or service: School, Parent, Law Enforcement

Explain the process used to determine appropriateness of youth for the program: A youth might be referred to the SRO by the school because of truancy issues (consistently late to school or absent from school). A parent may also reach out to the school and ask for help with a child who consistently will not cooperate with parents and get up and go to school. A teacher/counselor/principal at a school may request that the SRO come into a single classroom or multiple classrooms to teach about alcohol, tobacco or other drugs. This may be a very preventative sort of presentation or it may be more early intervention (a result of recent parties or problems related to the underage use of alcohol, tobacco and other drugs). If a student was involved in a violence-related incident at school, the school may utilize the SRO to assist with the investigation of the incident and from there the student may be referred to the SRO to for some one-on-one sessions related to respect/relationship respect/safety. Typically the school principal is the main source of referral and determines appropriateness of the referral to the SRO or other resource.

List the screening and/or assessment tools used to determine eligibility and appropriateness: Suicidal Matrix to assess risk; Adverse Childhood Experiences (ACE) Survey; Strengths and Difficulties Questionnaire (SDQ); QPR (suicide risk);

Do all referrals get accepted? Yes No If no, explain:

REFER TO PAGE 13 OF THE RFA FOR INSTRUCTIONS

PROGRAM TITLE: On-Site Mental Health Therapy

1. Is this program or service funded in the 2018 [CB] application: Yes No

If this program or service is not funded in the 2018 [CB] application then provide current, local data that demonstrates this need in your community (*do not use national data*):

2. Describe how this program or service uses practices that are supported by current evidence-based research:

Credentialed therapist meet consistently with youth (weekly throughout year, even in summer months)
Therapists use evidence based practices including motivational interviewing, cognitive behavioral therapy, 40 Developmental Asset checklist, ACE Assessment
Therapists are trained in trauma informed care and other specific, relevant training topics
Use of appropriate screening and assessment tools
Therapists work with youth, parents and school to develop an appropriate treatment plan and assess progress throughout year
School faculty has received Trauma Informed Schools Training prior to implementation so that school staff are more trauma-informed and are better able to identify students in need and make appropriate referrals to program

How this program is making a difference:

Client was referred to the In School Behavioral Skills Program at St. Paul Elementary School by his school principal and parent. Client was referred due to intense anger outbursts in the home periodically. Client stated that he got so angry that "I black out" He reported that he cannot remember anything during the rages and his mom tells him what happens. Mom stated that rages began two years ago but never at school. At school client was reported to be a good student who was helpful and kind. Mom and client were both motivated to work and took recommendations readily. Client was seen for only 4 months when he reported he no longer felt angry and used his coping skills regularly. --Kristen Jagels MS PLMHP

3. List the priority in your community plan that is being addressed by this program or service: Issue-Based Priority #2: Mental Health Promotion

4. Is this program or service listed as a strategy in your community plan: Yes No

5. Provide a description of the program or service by answering the following:

Explain the purpose of the program: Mental health issues among middle and high school age youth have consistently over the past several years been identified as a major concern in Howard County. The purpose of the on-site mental health therapy program is to reduce barriers and increase access to quality, affordable mental health care for youth and families in an effort to increase mental wellness and ability to function and do better in school. In this program, a mental health therapist employed by the Center for Psychological Services, Inc., in Kearney, Nebraska or Family Resources of Greater Nebraska in Grand Island, Nebraska travels to St. Paul Public Schools once each week to meet with youth on-site at school. These grant funds specifically pay for mileage reimbursement for the therapists' travel. **During this grant cycle, we will be adding this service at Elba Public Schools.**

List the skills and knowledge to be gained by the youth participants:

Positive mental, physical and emotional health
Increased number of and ability to use positive coping skills
Increased ability to identify and relate feelings in a healthy manner
Better self-regulation in times of stress
Better developed problem-solving skills
Improved self-esteem, self-awareness, and self-confidence

Describe the key activities or services:

Therapists work with school administration and staff to identify youth showing signs of mental health challenges and garner support from parents; complete necessary paperwork for each youth participant
Trained therapist meets weekly (for one hour) with youth to improve mental health and physical wellbeing by using multiple therapies including but not limited to Cognitive Behavioral Therapy, Motivational Interviewing, art therapy, journaling, role-modeling, role-playing, and education about specific topics.
Therapy sessions involve additional family members as appropriate throughout the therapeutic process.

List the expected changes that the program will likely bring to your community: This program aims to reduce barriers and increase access to quality, affordable mental health care for youth and families in an effort to increase mental wellness in youth and thereby increase the ability to thrive. We hope to see a reduction in the number of mental health breakdowns at school, fewer referrals to the office for mental health issues, and overall healthier families (of those receiving services).

6. Describe the target population being served by this program or service by answering the following:

Age, Gender, and Race/Ethnicity: This program targets any/all male and female students at St. Paul Public and Elba Public Schools ages 11 to 18 experiencing mental health challenges.

Juvenile Justice System Point: Voluntary

List the risk and criminogenic need factors being targeted by this program:

Individual Drug/Alcohol use, Anxiety/depression, Mental health disorders, Antisocial attitudes, Sensation seeking, Defiance of authority, Lack of concern for others, Previous victimization; Family Low parental warmth, Parental hostility, Abusive parent(s), Parental substance use, Family violence; Education/Community Truancy, Low attachment; Peers Deviant peer groups;

List the protective factors and assets being strengthened that address the risk and criminogenic need factors identified above:

Individual Positive mental, physical and emotional health, Use of positive coping skills, Well-developed communication skills, Self-regulation/Impulse control, Problem-solving skills; Family Positive student-parent bond, Language-based discipline, Positive adult role models, Clear expectations of prosocial behaviors/values, Education/Community Regular attendance/engagement in school, Access to physical and mental healthcare, Peers Healthy/Positive peer relationships

7. Explain the referral process by answering the following:

List the agencies and/or individuals who refer youth to this program or service: School, Parent, Youth (self-referral)

Explain the process used to determine appropriateness of youth for the program: Any student age 11 – 18 who may be showing signs of depression, anxiety, substance use, suicidal thoughts or ideation, angry outbursts, or emotional melt-downs may be appropriate for this program. First a referral is made from the school. The school has identified struggles at home and/or school and has discussed counseling as an option for their student. Once the identified student is referred. The therapist will collect collateral information from the school and family and then schedule a PTA (pre- treatment assessment) to further collect information and discuss recommendations for counseling and or other available services. If family agrees to the

recommendation to continue with counseling then continued counseling sessions are scheduled and coordinated with the school.

List the screening and/or assessment tools used to determine eligibility and appropriateness:
PTA (Pre-Treatment Assessment), TESI (Traumatic Events Screening Inventory), DSM 5 Crosscutting Measure Level 1, 40 Developmental Asset Checklist, ACE (Adverse Childhood Experiences) Survey

Do all referrals get accepted? Yes No If no, explain: All referrals are considered and accepted for counseling. However if outpatient counseling would not be an appropriate level of service we would work with the student and provide outpatient counseling until the family is able to access a more appropriate level of care.

REFER TO PAGE 13 OF THE RFA FOR INSTRUCTIONS

Section IV: Budget Breakdown

CATEGORY A - PERSONNEL

PERSONNEL TABLE (COUNTY/TRIBE EMPLOYEES)

| Position Title | Full or Part Time (F or P) | New or Existing (N or E) | Current Annual Salary | Projected Annual Salary | Percent Time Devoted | Requested Wages | Requested Fringe | Requested Total | Match Wages | Match Fringe | Total Project Cost |
|-------------------------|----------------------------|--------------------------|-----------------------|-------------------------|----------------------|------------------------|-------------------------|------------------------|--------------------|---------------------|---------------------------|
| School Resource Officer | P | E | \$17186 | \$14436 | 100% | \$14436 | \$1105 | \$15541 | \$0 | \$0 | \$15541 |
| Howard County Attorney | P | E | \$ | \$ | 10% | \$0 | \$0 | \$0 | \$2244 | \$172 | \$2416 |
| | | | \$ | \$ | % | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | \$ | \$ | % | \$ | \$ | \$ | \$ | \$ | \$ |
| PERSONNEL TOTAL | | | | | | Requested Wages | Requested Fringe | Requested Total | Match Wages | Match Fringe | Total Project Cost |
| | | | | | | \$14436 | \$1105 | \$15541 | \$2244 | \$172 | \$17957 |

PERSONNEL TABLE BUDGET BREAKDOWN

Fill out for each position listed in the table above

1. **Position Title:** School Resource Officer

2. **Is this position new or existing:** New Existing

3. **If existing, describe how this position was previously funded:** This position was created in the fall of 2015 and has only been funded with Community-Based Aid grant funds; This continues to be the sole source of funding for this part-time position.

4. **Briefly describe how this request complies with the non-supplanting requirement:** This position was created in the fall of 2015 and has only been funded with Community-Based Aid grant funds; This continues to be the sole source of funding for this part-time position.

5. **Provide job description (If existing position, attach the official job description. If new, type a brief summary of the anticipated duties):**

Job Description for School Resource Officer (SRO) Howard County, Nebraska June 2015

The purpose of the School Resource Officer (SRO) Program in Howard County is to work in partnership with the Howard County Schools to promote a safe and secure learning environment. While the SRO functions within the school setting as a partner, they are governed by the policies of the Howard County Sheriff's Office and state statutes governing the actions of peace officers.

KEY SERVICES

Work in partnership with schools to promote school attendance, discipline, and learning.

On request, teach life skills classes within elementary, middle and high schools. Content includes classes which promote the following: respect for the rights of self and others, foster individual responsibilities, personal safety, resistance to peer pressure, appropriate crisis resolution, chemical abuse prevention, sexual abuse prevention, and resistance to gangs and bullying using evidence-based resources.

On request, provide instruction to faculty and staff on issues of school safety.

Investigate crimes in which the victim or suspect is a student within the school district. The investigation may lead to a disposition that could include arrest or referral for prosecution.

Respond to accidents or reports of injury within the school and/or school activities and investigate as required.

Assist with cases involving runaway or truant students.

Participate in LB1184 meetings. Maintain an active network between the school system(s) and the Howard County Sheriff's Department, St. Paul Police Department, Child Protective Services, City and County Attorneys, and other law enforcement agencies.

Maintain a high level of visibility on school campuses to promote a safe environment.
Work with school staff and local and county law enforcement agencies to audit school campuses for safety improvements.

Participate in recommended trainings.

KNOWLEDGE, SKILLS AND ABILITIES

- Ability to apply knowledge of current research and theory in the specific field.
- Ability to make oral presentations.
- Ability to set own priorities and work independently.
- Ability to communicate effectively both orally and in writing.
- Ability to navigate internet, use Microsoft Word and Excel and other basic computer programs.
- Ability to work in high stress environment and crisis situations.
- Ability to maintain and prepare statistical information.
- Ability to plan and organize.
- Ability to establish and maintain effective working relationships with students, staff and the school community.
- Ability to physically perform the essential job functions.
- Ability to meet the traveling requirements of the position.

CONFIDENTIALITY OF STUDENT INFORMATION AND RECORDS

The SRO is considered to be a school official with legitimate interest in reviewing student records in order to perform his/her professional responsibilities. The SRO is expected to maintain confidentiality of personally identifiable student information in accordance with applicable laws, Board Policies, and school rules.

RECRUITING REQUIREMENTS

The SRO will be a part-time or full-time law enforcement officer and must have and maintain Nebraska Law Enforcement Certification. Must have valid Nebraska Divers License.

This position is contingent upon continued grant funding. Revised 6/2/15
As drafted by the Howard County Substance Abuse Prevention Coalition

6. Provide justification for an annual salary increase: N/A. We will not be requesting an increase in the base hourly wage for this position.



7. Provide a personnel budget breakdown on the following:

a. Breakdown of wages for this position:

$\$18.09/\text{hour} \times 21 \text{ hours/week} \times 38 \text{ weeks/year} = \$14,436$

b. Breakdown of fringe benefits for this position:

$\text{Payroll taxes} = \$14,436 \text{ Wages} \times \$.0765 = \1105

REFER TO PAGE 15 OF THE RFA FOR INSTRUCTIONS



| 1) CONTRACT FEE FOR SERVICE Maximum consultant rate is \$81.25/hour or \$650/day | | | | | | | |
|--|---|------|---|------------------|-------|------------|--|
| Service Type <i>Example: Tracker, EM, Presenter, Mediation, Counselor, Contractor, etc.</i> | Provider Name | Rate | Number of Hours/Days | Amount Requested | Match | Total Cost | |
| Counselor/Therapist | Center for Psychological Services, Inc. | \$0 | 100 <input type="checkbox"/> Hrs. <input checked="" type="checkbox"/> Days | \$0 | \$0 | \$0 | |
| | | \$ | <input type="checkbox"/> Hrs. <input type="checkbox"/> Days | \$ | \$ | \$ | |
| CONTRACT FEES TOTAL | | | | \$0 | \$0 | \$0 | |
| REFER TO PAGE 15 OF THE RFA FOR INSTRUCTIONS | | | | | | | |

CATEGORY B – CONSULTANTS/CONTRACTS

| 2) PERSONNEL TABLE (NON-COUNTY/TRIBE EMPLOYEES) | | | | | | | | | | | |
|---|----------------------------|--------------------------|-----------------------|-------------------------|----------------------|-----------------|------------------|-----------------|-------------|--------------|--------------------|
| Position Title | Full or Part Time (F or P) | New or Existing (N or E) | Current Annual Salary | Projected Annual Salary | Percent Time Devoted | Requested Wages | Requested Fringe | Requested Total | Match Wages | Match Fringe | Total Project Cost |
| | | | \$ | \$ | % | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | \$ | \$ | % | \$ | \$ | \$ | \$ | \$ | \$ |
| PERSONNEL TOTAL | | | | | | Requested Wages | Requested Fringe | Requested Total | Match Wages | Match Fringe | Total Project Cost |
| | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

**PERSONNEL TABLE (NON-COUNTY/TRIBE EMPLOYEES)
BUDGET BREAKDOWN**

Fill out for each position listed in the table above.

1. Position Title:
2. Is this position new or existing: New Existing
3. If existing, describe how this position was previously funded:
4. Briefly describe how this request complies with the non-supplanting requirement:
5. Provide job description (If existing position, attach the official job description. If new, type a brief summary of the anticipated duties):
6. Provide justification for an annual salary increase:
7. Provide a personnel budget breakdown on the following:
 - a. Breakdown of wages for this position:
 - b. Breakdown of fringe benefits for this position:

REFER TO PAGE 16 OF THE RFA FOR INSTRUCTIONS

3) TRAVEL EXPENSES OF CONSULTANT/CONTRACT

Fill out separate table for each travel purpose

Travel Purpose: On-Site Mental Health Therapy provided by Center for Psychological Services, Inc. --- Provides weekly mental health therapy sessions with youth (and families) on-site at St. Paul Public Schools and Elba Public Schools (one day each week at each school). Mileage may be from either Grand Island (Family Resources of Greater Nebraska) or Kearney (Center for Psychological Services). (Average of 112 miles roundtrip x 100 trips x \$.545/mile)

Type of Travel: Local In-State

Justification for Travel: We are requesting \$6203 for mileage reimbursement for weekly travel for two therapists to travel to St. Paul Public Schools, St. Paul, Nebraska and Elba Public Schools, Elba, Nebraska from either Family Resources of Greater Nebraska (Grand Island) or the Center for Psychological Services (Kearney) for on-site mental health therapy sessions with youth and families addressing the need for accessible and affordable mental health therapy. (Average of 114 miles roundtrip x 100 trips x \$.545/mile) Request for these funds supports Issue Based Priority #2: Mental Health Promotion.

Position(s) which will be traveling for this purpose: Assigned therapists employed by the Center for Psychological Services and/or Family Resources of Greater Nebraska.

Cost Breakdown:

| | | | | Amount Requested | Applicant's Match | Total Cost |
|---------------------|--------|---------|--------|------------------|-------------------|---------------|
| Mileage | | | | | | |
| Total Miles | 11,382 | x 0.545 | \$6203 | \$0 | \$6203 | |
| Total Miles | | x 0.545 | \$ | \$ | \$ | |
| Airfare | | | | | | |
| From | | to | \$ | \$ | \$ | |
| From | | to | \$ | \$ | \$ | |
| From | | to | \$ | \$ | \$ | |
| Lodging | | | | | | |
| # of nights | | x \$ | \$ | \$ | \$ | |
| # of nights | | x \$ | \$ | \$ | \$ | |
| # of nights | | x \$ | \$ | \$ | \$ | |
| Meals | | | | | | |
| # of days | | x \$ | \$ | \$ | \$ | |
| # of days | | x \$ | \$ | \$ | \$ | |
| # of days | | x \$ | \$ | \$ | \$ | |
| Other Costs | | | | | | |
| | | | | \$ | \$ | \$ |
| | | | | \$ | \$ | \$ |
| | | | | \$ | \$ | \$ |
| TRAVEL TOTAL | | | | \$6203 | \$0 | \$6203 |

REFER TO PAGE 16 OF THE REA FOR INSTRUCTIONS

4) OPERATING EXPENSES OF CONSULTANT/CONTRACT

| | Rate (per month) | Amount Requested | Applicant's Match | Total Cost |
|---------------------------------|------------------|------------------|-------------------|------------|
| Postage | | \$ | \$ | \$ |
| Communication | | \$ | \$ | \$ |
| Utilities | | \$ | \$ | \$ |
| Conference Registration | | \$ | \$ | \$ |
| Educational Materials | | \$ | \$ | \$ |
| Auditing | | \$ | \$ | \$ |
| Food for Youth | | \$ | \$ | \$ |
| Incentives for Youth | | \$ | \$ | \$ |
| Transportation for Youth | | \$ | \$ | \$ |
| External Fees for Youth | | \$ | \$ | \$ |
| Other | | \$ | \$ | \$ |
| OPERATING EXPENSES TOTAL | | \$0 | \$0 | \$0 |

REFER TO PAGES 8 AND 9 OF THE RFA FOR ALLOWABLE/UNALLOWABLE EXPENSES

OPERATING EXPENSES BUDGET BREAKDOWN

Fill out for each request listed in the table above

- 1. If you are requesting funds for educational materials, list the name and purpose for each material:**
- 2. Provide research that supports the selection of the educational materials:**
- 3. Explain how each operating expense listed above will benefit a program or service listed in this grant application:**
- 4. Provide a breakdown of costs for each line item above:**

REFER TO PAGE 17 OF THE RFA FOR INSTRUCTIONS

CATEGORY B: CONSULTANTS AND CONTRACTS TOTAL

| | Amount Requested | Applicant's Match | Total Cost |
|-----------------------|-------------------------|--------------------------|-------------------|
| CONTRACT FEES | \$0 | \$0 | \$0 |
| PERSONNEL FEES | \$0 | \$0 | \$0 |
| TRAVEL FEES | \$6203 | \$0 | \$6203 |
| OPERATING FEES | \$0 | \$0 | \$0 |
| TOTAL | \$6203 | \$0 | \$6203 |

CATEGORY C - TRAVEL

Fill out separate table for each travel purpose
This section is travel requested for county/tribe employees.

| | | | | | | |
|---|-------------|--|-------------------------|--------------------------|-------------------|----|
| Travel Purpose: | | | | | | |
| Type of Travel: <input type="checkbox"/> Local <input type="checkbox"/> In-State | | | | | | |
| Justification for Travel: | | | | | | |
| Position(s) which will be traveling for this purpose: | | | | | | |
| | | | | | | |
| Cost Breakdown: | | | | | | |
| | | | Amount Requested | Applicant's Match | Total Cost | |
| Mileage | | | | | | |
| | Total Miles | | x 0.545 | \$ | \$ | \$ |
| | Total Miles | | x 0.545 | \$ | \$ | \$ |
| Airfare | | | | | | |
| | From | | to | \$ | \$ | \$ |
| | From | | to | \$ | \$ | \$ |
| | From | | to | \$ | \$ | \$ |
| Meals | | | | | | |
| | # of days | | x \$ | \$ | \$ | \$ |
| | # of days | | x \$ | \$ | \$ | \$ |
| | # of days | | x \$ | \$ | \$ | \$ |
| Lodging | | | | | | |
| | # of nights | | x \$ | \$ | \$ | \$ |
| | # of nights | | x \$ | \$ | \$ | \$ |
| | # of nights | | x \$ | \$ | \$ | \$ |
| Other Costs | | | | | | |
| | | | \$ | \$ | \$ | |
| | | | \$ | \$ | \$ | |
| | | | \$ | \$ | \$ | |
| TRAVEL TOTAL | | | \$0 | \$0 | \$0 | |
| *REFER TO PAGE 18 OF THE RFA FOR INSTRUCTIONS* | | | | | | |

CATEGORY D – OPERATING EXPENSES

This section is operating expenses requested for the county/tribe.

| | Rate (per month) | Amount Requested | Applicant's Match | Total Cost |
|---------------------------------|---------------------|------------------|-------------------|------------|
| Postage | | \$ | \$ | \$ |
| Communication | | \$ | \$ | \$ |
| Utilities | | \$ | \$ | \$ |
| Conference Registration | | \$ | \$ | \$ |
| Educational Materials | | \$ | \$ | \$ |
| Auditing | | \$ | \$ | \$ |
| Food for Youth | | \$ | \$ | \$ |
| Incentives for Youth | | \$ | \$ | \$ |
| Transportation for Youth | | \$ | \$ | \$ |
| External Fees for Youth | | \$ | \$ | \$ |
| Other | | \$ | \$ | \$ |
| OPERATING EXPENSES TOTAL | | \$0 | \$0 | \$0 |

REFER TO PAGE 7 OF THE RFA FOR ALLOWABLE/UNALLOWABLE EXPENSES

OPERATING EXPENSES BUDGET BREAKDOWN

Fill out for each request listed in the table above

1. If you are requesting funds for educational materials, list the name and purpose for each material:
2. Provide research that supports the selection of the educational materials:
3. Explain how each operating expense listed above will benefit a program or service listed in this grant application:
4. Provide a breakdown of costs for each line item above:

REFER TO PAGE 18 OF THE RFA FOR INSTRUCTIONS

MATCH NARRATIVE

A budget breakdown of all match dollars required by the applicant must be outlined in the table below. Account for match funds in the appropriate category in the budget summary on page two of the application. Match is financially monitored with the same requirements as the amount requested through this application. Provide a detailed description and breakdown of what the county/tribe is providing for match. Use the chart below to provide the necessary and required information. Match is any county/tribal expenditure related to juvenile services. In-kind match is unallowable.

| Category | Budget Breakdown Examples |
|-----------------------|--|
| Personnel | Wages, Fringe Benefits, etc. |
| Consultants/Contracts | Rate per hour/day, Wages, Fringe Benefits, etc. |
| Travel | Mileage, Lodging, Meals, Airfare, etc. |
| Operating Expenses | Postage, Communication, Utilities, Registration, Educational Materials, Office Supplies, Office Equipment, Office Rent, Auditing, etc. |

| Category | Budget Breakdown | Match Amount |
|---|---|---------------|
| Personnel | Small portion of County Attorney's Wages (\$2244) and Payroll Tax (\$172) | \$2416 |
| Consultants/Contracts | | \$ |
| Travel | | \$ |
| Operating Expenses | | \$ |
| Total Match Amount | | \$2416 |
| *REFER TO PAGE 18 OF THE RFA FOR INSTRUCTIONS* | | |

Section V: Community Planning Team Information

| |
|--|
| Comprehensive Juvenile Services Community Plan: REQUIRED FOR FUNDING |
| <i>This application is accepted only for communities who have an approved Comprehensive Juvenile Services Community Plan submitted with the Nebraska Crime Commission. The applicant should review their progress related to community engagement and document obstacles and solutions below. The timeframe for community plans is July 1, 2018 – June 30, 2021.</i> |
| Did the community planning team meet quarterly: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, explain the barriers that prevented regular community meetings: N/A |
| Please describe the proposed solutions to the barriers discussed above: N/A |
| List the regular stakeholders at community team meetings: Central Nebraska Council on Alcoholism and Addictions, St. Paul Public Schools, Elba Public Schools, Howard County Sheriff's Department, St. Paul Police Department, Howard County Board of Commissioners, St. Paul TeamMates, Department of Health and Human Services, Interested Retired Citizen, Parent of Middle and High Schoolers, School Resource Officer, Nebraska State Patrol, local businessman, local therapist |
| Provide dates that the community planning team met since July 1, 2017: 7/19/17, 9/20/17, 11/8/17, 11/28/17, 1/17/18, 3/21/18, 4/18/18, 5/16/18, 6/20/18, 10/24/18, 11/28/18 |
| Is there an agenda created for each meeting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If yes, please list regular items on the agenda. If no, please explain the reasoning: Welcome and Introductions; Approval of Minutes; Follow-Up Items; Grant Updates (includes specific program updates, i.e., mental health and SRO); Review of NRPFS Data; Next Meeting Date; Upcoming Events |
| Did the community team vote and approve the requests in this application: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, how was this decision made: N/A |
| *REFER TO PAGE 19 OF THE RFA FOR INSTRUCTIONS* |

CERTIFIED ASSURANCES

- (a) **THE HATCH ACT:** Federal law prohibits certain partisan political activity by an officer or employee of the state or local agency if his or her principal employment is in connection with an activity which is financed in whole or part by loans or grants made by the United States or a federal agency. The law is enforced by the United States Civil Service Commission.
- (b) **UNIFORM RELOCATION:** Pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, P.L. 91-646, 84 Stat. 1984, and Guideline G 4061.1A, as amended any program which uses federal financial assistance to pay all or part of the cost of any program or project which will result in the displacement of any person shall provide that:
- a. Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons as are required in such regulations as are issued by the U.S. Attorney General.
 - b. Relocation or assistance programs shall be provided for such persons in accordance with such regulations issued by the U.S. Attorney General.
 - c. Within a reasonable period of time prior to displacement, decent, safe and sanitary replacement must be available to the displaced person in accordance with such regulations as issued by the U.S. Attorney General.
- (c) **ENVIRONMENTAL POLICY ACT:** No portion of any grant which might have an effect on the environment will be approved until an environmental evaluation form has been submitted and a determination made that the project will not have an adverse effect on the environment. An environmental evaluation will be required with the grant application if the applicant's project involves any of the following:
- a. New construction projects;
 - b. The renovation or modification of a facility which leads to an occupancy of more than 25 persons;
 - c. The implementation of programs involving the use of pesticides or other harmful chemicals.
 - d. The implementation of programs involving the use of microwaves or radiation.
 - e. Research and technology whose anticipated or intended future application could be expected to have a potential effect on the environment.
 - f. Other actions which require the substantial commitment of resources or trigger such a substantial commitment by another as determined by the responsible federal official to possibly have a significant effect on the quality of the environment.
- (d) **PROCUREMENT OF SPECIAL EQUIPMENT:** The Nebraska Crime Commission expects that the subgrantee will procure such special equipment being purchased in whole or in part with grant funds by that method, authorized by state law or local ordinance, which results in the lowest price for goods of the kinds or type required.
- (e) **NON-SUPPLANTING REQUIREMENT:** The Community-based Juvenile Services Aid Program contains a non-supplanting requirement. This requirement stipulates that grant funds may not be used to supplant state and local funds that would have been available in the absence of Community-based Juvenile Services Aid. In complying with this requirement, the Nebraska Commission on Law Enforcement and Criminal Justice will rely on written certification by state agencies and local government units to the effect that grant funds have been used to increase state or local funds available.
- (f) **BUILDING ACCESSIBILITY AND USE BY PHYSICALLY HANDICAPPED:** Any construction, design or alteration of a building or facility which will be used by the public or which may result in the employment or residence of physically handicapped persons shall provide for accessibility and use to physically handicapped persons through appropriate items such as ramps, handrails, guardrails as required by 42 U.S.C. 4152 1970 and 34 Fed. Ref. 12828 1969.
- (g) **CONFLICT OF INTEREST:** Requests for proposals or invitations for bid issued by the grantee or subgrantee to implement the grant or subgrant project are to provide notice to prospective bidders that the Office of Juvenile Justice and Delinquency Prevention organizational conflict of interest provision is applicable in that contractors that develop or draft specifications, requirements, statements of work and/or RFA's for a proposed procurement, shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
- (h) **ACCOUNTING:** The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary will be maintained to assure fiscal control, proper management, and efficient disbursement of received funds.
- (i) **RECORD KEEPING:** The applicant assures that it shall maintain required data and information and shall submit required reports deemed necessary by the Nebraska Commission on Law Enforcement and Criminal Justice.
- (j) **CERTIFICATION:** The applicant certifies that the programs contained in its application meet all the requirements, that all the information is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all provisions of applicable federal and state laws.
- (k) **COMPLIANCE:** The applicant assures that it will comply and all of its contractors will comply, with the non-discrimination requirements of the Juvenile Services Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G and the Americans with Disabilities Act.
- (l) **REPORTING OF LEGAL ACTION:** The applicant assures that in the event a federal or state court, or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Crime Commission and the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs.

- (m) **EQUAL EMPLOYMENT:** The applicant assures that, if required, it will formulate an equal employment opportunity program (EEO) in accordance with 28 CFR 42.301 et seq. The applicant will then submit a certification to the state that it has a current EEO on file which meets the requirements therein.
- (n) **SINGLE AUDIT REQUIREMENT:** Pursuant to Office of Management and Budget Circular A-128, Audits of state and Local Governments; and A-133, A Private Non-Profit@ agencies, each applicant must comply with the Single Audit Act. A copy of the audit is to be submitted to the Crime Commission.
- (o) **CONFIDENTIALITY OF INFORMATION:** No recipient of monies under the Juvenile Services Act shall use or reveal any research or statistical information or other type of information acquired or furnished under this program by any person/juvenile and identifiable to any specific private person/juvenile for any purpose other than the purpose for which such information was obtained in accordance with the Act.
- (p) **FINANCIAL REPORTING:** The applicant agrees to submit financial reports and progress reports indicating activities undertaken, expenditures, and general progress of the project. A final report (using the same report forms) is required to be submitted at the end of the project period. The final report will include data necessary to verify the success or failure of the project.
- (q) **ADHERENCE TO LAWS, RULES AND REGULATIONS:** The applicant also understands and agrees: (1) that funds received are to be expended only for the purposes and activities covered by the applicant's approved application and budget, (2) that the grant may be terminated by the Nebraska Commission on Law Enforcement and Criminal Justice if the applicant fails to comply with the provisions of the Juvenile Justice and Delinquency Prevention Act and all amendments thereto, any of the certified assurances listed above, or any other requirements of the Crime Commission.
- (r) **OTHER CONDITIONS:** The applicant also understands and agrees: (1) that any grant received as a result of this application shall be subject to the grant conditions and other policies, regulations, and rules issued by the Nebraska Commission on Law Enforcement and Criminal Justice and the Office of Juvenile Justice and Delinquency Prevention for the administration of grant projects under the Juvenile Justice and Delinquency Prevention Act and any other applicable Federal Acts, Executive Orders, and Guidelines; (2) that funds awarded are to be expended only for the purposes and activities covered by the applicant's approved application and budget; (3) that the grant may be terminated in whole or in part by the Nebraska Commission on Law Enforcement and Criminal Justice at any time that the Commission finds a substantial failure to comply with the provisions of the Act or regulations promulgated there under including these grant conditions, or plan or application obligations but only after notice and hearing and pursuant to Juvenile Justice Advisory Group and Office of Juvenile Justice and Delinquency Prevention procedures; (4) that appropriate grant records and accounts will be maintained and made available for audit as prescribed by the Commission; and (5) that the appropriate share of the total costs of this project shall be contributed by the Applicant from non-federal funds which are not being used in connection with any other program which is receiving federal financial assistance.

CERTIFICATION

I certify that I have read and reviewed the above assurances and the applicant will comply with all provisions and requirements of the Nebraska Crime Commission, the Juvenile Justice and Delinquency Prevention Act of 1974 (as amended) and all other applicable federal and state laws.

Kathy Hirschman

Signature of Authorized Official

12-11-18

Date

12/11/18

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTER; AND DRUG-FREE WORPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARTMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transaction, as defined at 28 CFR Part 67, Section 67.510-

A: The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State of Federal court, or voluntarily excluded from covered transactions by any Federal department of agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B: Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

The applicant certifies that it will or will continue to provide a drug-free workplace by:

A: Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

B: Establishing an on-going drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

C: Notifying the employee in the statement that the employee will:

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;

The subgrantee shall notify the Crime Commission in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

The subgrantee certifies that it will take one or more of the following actions within 30 calendar days of receiving notice of the conviction:

A: Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

B: Requiring such employee to participate satisfactorily in a drug abuse assistance of rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;

The subgrantee certifies that it will make a good faith effort to continue to maintain a drug-free workplace.

Kathy Hirschman, Chairman
Typed Name and Title of Authorized Official

Kathy Hirschman 12/11/18
Signature of Authorized Official Date

NEBRASKA

Good Life. Great Service.

COMMISSION ON LAW ENFORCEMENT
AND CRIMINAL JUSTICE

State Grant Award

| | | |
|---|-----------------------------------|--|
| Subgrantee: Howard County | Grant Number 19-CB-0524 | Date of Award 03/08/2019 |
| Project Title: Howard County Community Prevention Project | | Grant Amount State \$ 21,744.00 Match \$ 2,416.00 Total \$ 24,160.00 |

Approved Budget

| CATEGORY | STATE SHARE | MATCH SHARE | TOTAL PROJECT COST |
|-----------------------|---------------------|--------------------|---------------------|
| Personnel | \$15,541.00 | \$2,416.00 | \$17,957.00 |
| Consultants/Contracts | \$6,203.00 | \$0.00 | \$6,203.00 |
| Travel | \$0.00 | \$0.00 | \$0.00 |
| Operating Expenses | \$0.00 | \$0.00 | \$0.00 |
| Total Amount | \$ 21,744.00 | \$ 2,416.00 | \$ 24,160.00 |
| % Contribution | 90% | 10% | 100% |

Grant Award Period: July 1, 2019 – June 30, 2020


Signature of Executive Director


Signature of Project Director

Don Arp, Executive Director
Typed Name and Title

06/12/2019
Date

Connie Holmes, Ex Director
Typed Name and Title

6-24-19
Date


Signature of Authorized Official


Signature of Fiscal Officer

Howard County Commissioner
Typed Name and Title

6-25-19
Date

Bev Sack County Clerk
Typed Name and Title

6-25-19
Date

This grant award is subject to special conditions (enclosed)

Special Conditions

Community-based Juvenile Services Aid Program
Grant Award Period: July 1, 2019 – June 30, 2020

| | |
|--|---------------------------------|
| Subgrantee: Howard County | Grant Number: 19-CB-0524 |
| Project Title: Howard County Community Prevention Project | |

This contract is subject to the standard conditions agreed to in the original application and the signed certified assurances. The Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission) will disburse funds to the subgrantee provided funds are available from the Legislature. In addition, the subgrantee must comply with the Crime Commission guidelines and the following special conditions:

1. **Records Retention**

The Crime Commission shall have access to all project related materials for the purposes of audit and examinations. All records shall be retained for five (5) years from the date of the final fiscal report, unless an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

2. **Audits**

- a) All audits will comply with the Single Audit Act of 1984, as amended. Audits for private non-profit agencies shall comply with Circular A-133.
- b) Agencies and organizations receiving federal funds from various sources totaling \$750,000 or more during the subgrantee's fiscal year are required to have an annual audit. Total cost of the audit must be prorated among funding sources. Agencies and organizations receiving federal funds from various sources totaling less than \$750,000 during the subgrantee's fiscal year are not required to have an annual audit. However, a complete agency audit complying with the Single Audit Act of 1984, as amended, is highly recommended once every three years for private non-profit agencies receiving funding from the Crime Commission.
- c) One (1) copy of the audit that includes a letter of findings is required to be submitted to the Crime Commission, if it is not part of the audit.

3. **Accounting Procedures**

- a) Subgrantees shall implement and maintain an accounting system which accurately reflects income received expenditures and documentation of expenditures. Each source of income must be accounted for separately and a clear audit trail for each source of funding must be maintained.
- b) Match funds need not be applied at the exact time or in the required proportion to the obligation of state funds. However, the full match share must be obligated by the end of the project period. Accounting records are to be available for monitors and audits.
- c) A private non-profit agency awarded funds shall have two (2) members of the Board of Directors review, on a quarterly basis, all expenditures for the agency. This review shall include, but is not limited to, checks written for the period, deposits, assurance of a balanced checkbook, review of the entries in the agency's ledgers, and review of the income received from funding agencies and donations.
- d) If at any time an impropriety is found in the accounting or use of any funds received by the subgrantee, the Crime Commission must be notified immediately and informed about how the agency will address the problem.
- e) The subgrantee will maintain time records to clearly document the hourly activity of each grant funded or match funded position to show the actual percentage of time charged to the funding source. Records will be maintained by the subgrantee to document any differences between budgeted and actual state and match personnel grant costs. Timesheets for grant funded positions should include the signature of the employee and their supervisor.
- f) State, county, and tribal guidelines must be followed for the purchase of equipment or services, and for the

property management or disposal of equipment purchased with state funds. Property records for equipment purchased must be maintained which include a description, serial number, source, title holder, acquisition date, cost, percentage of state dollars funded, location, and use and condition of the equipment. Subgrantees must adhere to written procurement procedures. All contracts that are written must go through a procurement process. Counties must adhere to Nebraska Revised Statute 23-3108. State agencies must follow the procurement process that is governed by DAS: http://das.nebraska.gov/materiel/purchase_bureau/agency-info.html. All other entities must follow their written procurement process and if a procurement process is not in place, then the entity must use Nebraska's procurement process governed by DAS.

4. **Acceptance of Grant Award and Special Conditions**

- a) **Grant Award** must be accepted; signed by the subgrantee's authorized official, project director, and fiscal officer; and returned to the Crime Commission within thirty (30) days from the date the grant award is mailed to the subgrantee.
- b) **Special Conditions** must be accepted; signed by the subgrantee's authorized official, project director, project coordinator, and fiscal officer; and returned to the Crime Commission within thirty (30) days from the date the special conditions are mailed to the subgrantee.
- c) **Contingencies** must be met within thirty (30) days of the date of the memorandum letter that provides final approval from the Crime Commission. Contingencies are located within the summary comment sheet provided to the applicant after the Nebraska Coalition for Juvenile Justice meeting. The process for completing contingencies is outlined within the memorandum letter to each subgrantee that provides final approval from the Crime Commission. Grant funds will not be released until all contingencies are addressed, submitted to the Crime Commission, and approved by the Chief of the Community-based Juvenile Services Aid Division.
- d) Subgrantee agrees to comply with requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP), if applicable. The subgrantee must maintain a Data Universal Numbering System (DUNS) number.

5. **Reporting Requirements**

- a) **Data Reports** are required **quarterly**. Reports are due by the 15th of the month following the end of each quarter during the grant period.
- b) **Cash Reports/Cash Requests** are required **quarterly** even if grant funds are not received or expenses are not incurred. Reports are due by the 15th of the month following the end of each quarter during the grant period, as well as the final cash report reflecting the total grant expenditures at the end of the grant period. The final cash report must be submitted within forty-five (45) days from the end date of the grant.
- c) **Regardless of the start date of the grant project**, all quarterly reports are due for quarters as listed below:

| | | | |
|---------------|----------------------------------|--------------|------------------------------------|
| Jan – March: | Due April 15th | July – Sept: | Due October 15th |
| April – June: | Due July 15th | Oct – Dec: | Due January 15th |

When the 15th falls on a holiday, Saturday or Sunday, all reports are due the **prior** working day.

- d) **Subgrant Adjustment Request:** Subgrantees must submit a subgrant adjustment to the Crime Commission when a request occurs to alter the original grant application or contingencies, which includes **any** of the following alterations: focus or scope of the grant project, personnel listed on the grant project, transfer of dollars among categories which affects awarded dollars and matching dollars, or financial adjustments within the same category. Budget revisions (awarded or matching dollars) are to be made by the subgrantee receiving funds only with **prior** approval from the Chief of the Community-based Juvenile Services Aid Division, unless otherwise imposed by law.
- e) **State and matching funds** are to be used for the purpose stated in the approved grant application. Alternations must be approved by the Chief of the Community-based Juvenile Services Aid Division, prior to the change taking place through submission of a Subgrant Adjustment Request.

6. **Mandatory Training**

The subgrantee's project director, project coordinator, and fiscal officer must attend Grant Management Training hosted by the Crime Commission at least once every three (3) years.

7. **Publications**

Subgrantee agrees that any publication or publicity (written, visual, or audio) funded in whole or in part with federal or state funds by the Crime Commission will include an acknowledgement of funding that shall contain the following statement: "This project is supported by subgrant No.____ awarded by the Nebraska Crime Commission and points of view or opinions contained in this document are those of the author and do not necessarily represent the official position or policies of the Nebraska Crime Commission or the Community-based Juvenile Services Aid Program." A copy of such publicity or publication shall be sent to the Crime Commission.

8. **Non-Discrimination**

- a) The subgrantee assures it and all its contractors will comply with all applicable nondiscrimination requirements as set forth by federal and state laws. No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or be denied employment in connection with any activities receiving funds under the Community-based Juvenile Services Aid Program on the basis of race, color, national origin, religion, sex (including pregnancy), disability, or marital status.
- b) In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing, on the basis of race, color, religion, national origin, or sex against the subgrantee, the subgrantee will forward a copy of the finding to the Office of Civil Rights Compliance of the Office of Justice Programs in Washington, D.C. If required, the subgrantee will formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301 et. seq.
- c) In addition to the foregoing, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing, on the basis of race, color, religion, national origin, or sex against the subgrantee, the subgrantee will forward a copy of the finding to the Nebraska Crime Commission.

9. **Limited English Proficiency Plan**

The subgrantee must comply with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. Subgrantees receiving federal or state financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For information on the civil right responsibilities, see <http://www.lep.gov>.

10. **Government Debarment**

If at any time during the grant period the subgrantee is barred from doing business with the federal or state government, the Crime Commission shall be notified by the subgrantee in writing within 30 days, as agreed upon in the original grant application.

11. **Drug-Free Workplace**

All agencies who are participants in the awarded project shall establish and maintain a drug-free work place policy, as agreed upon in the original grant application.

12. **Fraudulent Use of Funds**

The subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has either (1) submitted a false claim for grant funds under the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse or misconduct should be reported. In addition, the subgrantee must notify the Crime Commission. For more information: <https://oig.justice.gov/>.

13. **Required Compliance**

The subgrantee agrees to comply with any modifications or additional requirements that may be imposed by law or the Community-based Juvenile Services Aid Division.

14. **Misuse of Funds**

Subgrantee agrees to comply with any additional requirements that may be imposed as a result of grant performance and that the misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of money provided under an award, and civil and/or criminal penalties.

15. **Computer Network**

Subgrantee understands and agrees that funds used to maintain or establish a computer network shall block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

16. **Text Messaging While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

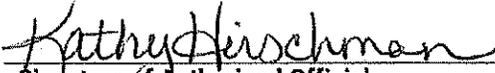
17. **Program Income**

Subgrantee agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide as required by the Chief of the Community-based Juvenile Services Aid Division and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110).

18. **Community-based Juvenile Services Aid Program**

Subgrantee agrees to comply with the eligibility requirements, funding purpose, funding requirements, funding limitations, procurement regulations, budget restrictions, and all other requirements outlined in the 2019 Community-based Juvenile Services Aid Request for Application. Access to this document can be requested from the Crime Commission. The subgrantee agrees to comply with all reporting, data collection, and evaluation requirements as prescribed by the Crime Commission and Nebraska Revised Statute §43-2404.01 and §43-2404.02 and Title 75, Chapter 1; Distribution of Community-based Juvenile Services Aid.

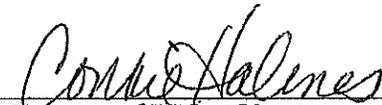
I have read the above special conditions and understand they are part of the binding grant award. I acknowledge failure to satisfactorily meet all conditions of the grant and/or submit required documentation may result in suspension or termination of the grant award.



Signature of Authorized Official

6-25-19

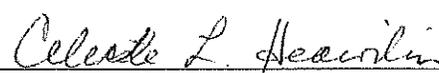
Date



Signature of Project Director

6-24-19

Date



Signature of Project Coordinator

6-24-19

Date



Signature of Fiscal Officer

6.25.19

Date

Howard County Juvenile Services County Aid Grant

Memorandum of Understanding (MOU)

The 2017-18 Juvenile Services County Aid funds granted through the Nebraska Crime Commission to Howard County shall be used exclusively to assist Howard County in implementation and operation of the programs or services as outlined in the Howard County Juvenile Services Comprehensive Plan. Continuation of this grant funding is completely contingent upon actions and direction of the Nebraska State Legislature. (Grant #17-CB-0505, July 1 2017 – June 30 2018)

The purpose of this MOU is to identify roles, responsibilities and commitments as they relate to this project. The purpose of this project is to aid Howard County in the establishment and enhancement of services available to juveniles ages 11 – 18 in Howard County in an effort to prevent juveniles from entering the justice system.

Roles and Responsibilities

Howard County Commissioners

Dates of service for this MOU: July 1, 2017 – June 30, 2018

Work with the Howard County Substance Abuse Prevention Coalition, Central Nebraska Council on Alcoholism and Addictions, Howard County Sheriff's Department, Howard County Attorney's Office, and the Center for Psychological Services in support of the programs and services as outlined in the Comprehensive Plan.

Act as Fiscal Officer for County Aid Grant (Bev Sack, County Clerk)

The Crime Commission shall have access to all project related materials for the purposes of audit and examinations. All records shall be retained for five years from the date of the final fiscal report, unless an audit is in progress or the findings of a completed audit have not been resolved satisfactorily. (Noted in Special Conditions)

The County shall implement and maintain an accounting system which accurately reflects income received expenditures and documentation of expenditures. Each source of income must be accounted for separately and a clear audit trail for each source of funding must be maintained. (Noted in Special Conditions)

Work with Howard County Sheriff's Office who has been designated to receive and code all County Aid Grant-related invoices.

Receive invoices and process in a timely manner all payments necessary for the implementation of programs and services as outlined in current grant (invoices will note grant number for proper recording/billing)

Howard County Sheriff's Office

Dates of service for this MOU: July 1, 2017 – June 30, 2018

Receive, approve, verify School Resource Officer work hours, and code all grant-related invoices and give to Clerk's Office for payment

Provide copies of all paid grant-related claims together with proper documentation to Project Director at the end of each month to ensure that monthly cash reports can be completed and submitted

Provide administrative supervision for School Resource Officer

Central Nebraska Council on Alcoholism and Addictions, Grand Island Nebraska

Dates of service for this MOU: July 1, 2017 – June 30, 2018

Serves as Project Director for Grant, ensuring that cash and program reports get completed and submitted as required

Facilitates monthly Howard County Substance Abuse Prevention Coalition Meetings which serve as community coalition that oversees development of comprehensive plan and county aid grant

Keeps records and minutes of the same

Prepares and distributes Coalition Meeting agenda, minutes and other related information to Coalition via email

Serves as communication link between Nebraska Crime Commission, Coalition and County Commissioners

When necessary, provides quick payment for services, then requests reimbursement from Howard County

Center for Psychological Services, Kearney Nebraska

Dates of service for this MOU: July 1, 2017 – June 30, 2018

Provides therapist and weekly therapy sessions with youth at St. Paul Public Schools

Completes quarterly Therapy Report for Nebraska Crime Commission/UNO

Sends invoices monthly to Howard County for reimbursement for mileage to/from St. Paul/Kearney using the current rate allowed by IRS

All parties agree to:

Dates of service for this MOU: July 1, 2017 – June 30, 2018

Work together and collaborate for the good of the youth and families of Howard County

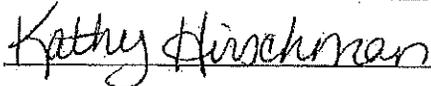
Attend available training events for purposes of reporting, grant-writing, comprehensive plan development and education about community issues of concern

Whenever possible, attend Howard County Substance Abuse Prevention Coalition Meetings

Recognize and honor each other's perspective and expertise

Review and update this agreement at least annually, or more often if needed

Howard County Commissioners

 6-27-17

Kathy Hirschman, Chairman

Date

 6-27-17

Bev Sack, County Clerk

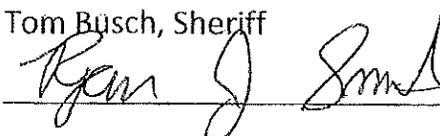
Date

Howard County Sheriff's Office

 6-27-17

Tom Busch, Sheriff

Date

 6-27-17

Ryan Smith, School Resource Officer

Date

Central Nebraska Council on Alcoholism and Addictions, Inc. (CNCAA)

Connie Holmes, Executive Director

Date

Celeste Heavilin Penner

6/27/17

Celeste Heavilin Penner, Coalition Coordinator

Date

Center for Psychological Services, Kearney Nebraska

Jesica Vickers, Therapist

Date



Show your school (or Husker) spirit!

The junior class will be painting driveways* Saturday, October 19th. For \$20, you can have a Blue "SP" (app. 2.5'x2.5') or a red Husker "N" (app. 3.5'x3.5') painted on your driveway. Can't decide? Get both!

Please return this form with your payment to the school high school office by Friday (10/18) at noon.

Name

Address

Phone Number

_____ X \$20
Red "N"

_____ X \$20
Blue "SP"

Total Amount Enclosed

All proceeds benefit St Paul High School After Prom Committee. (Please make checks payable to "SPHS After Prom Entertainment Committee.")

*In or near St. Paul.



Write a comment...



Dates: Received 10/8/19 App Complete 10/8/19 Council Approved _____ Payment _____

Redevelopment Area? **N**

Residential Area? **Y**

Property Improvement Program
St Paul Development Corporation & City of St Paul, Nebraska

Application

Applicants need to discuss their proposed improvements with the St Paul Development Corporation before the application is submitted. Please direct any questions or comments regarding the submission requirements for the application to Mike Feeken at stpauldevcorp@gmail.com or 308.754.4661.

Please ensure that all requested items have been included in your submission. It is important to provide the necessary documentation to avoid delays in the processing of your application.

| | |
|---|--|
| Applicant Name(s): <u>Brian Sack and Cathryn Sack</u> | |
| Company Name: | |
| Mailing Address: <u>PO Box 264 St Paul NE 68873</u> | |
| Business Phone: <u>(402) 309-9935</u> | Home Phone: () |
| E-Mail: <u>Kingston424@gmail.com</u> | |
| Applicant is (mark appropriate box): | Property Owner: <input checked="" type="checkbox"/> Tenant: <input type="checkbox"/> |
| If the applicant(s) is not the property owner, provide the following information: | Address: |
| Property Owner: | Phone: |
| Address of Building or Property to be renovated or demolished: <u>715 Howard Ave St Paul NE 68873</u> | |

| Project Overview | | |
|--|------------------|----------------|
| Project Costs - Describe in detail the proposed "project" being undertaken (e.g. awning addition, architectural renovation, painting, etc.) <i>Demolition and clearance projects require at least 2 bids to be submitted.</i> | | |
| Description of Proposed Work | Contractor/Sub | Estimated Cost |
| New windows (black steel/ fiberglass) Pella | STS construction | \$14843.00 |
| New exterior doors (fire rated steel) | STS construction | |
| | | |

| Description of Proposed Work | Contractor/Sub | Estimated Cost |
|--|----------------|-----------------------|
| | | |
| | | |
| | | |
| Total Estimated Cost: | | \$14843 ⁰⁰ |
| Property Improvement Reimbursement Requested: | | \$5000 - |

- \$5,000 maximum available per application.
- Improvement project minimum of \$1,500.
- Reimbursement to be paid after work is completed.
- Only actual costs of demolition activities will be reimbursed: (Landfill, Contractor, Asbestos, etc.)

| | |
|--------------------------------------|---|
| When will project start? 10-10-19 | Estimated Days/Months for Completion: 3 MONTHS |
|--------------------------------------|---|

All projects shall have 90 days from approval notification to complete project in order to be eligible for program payment.

Has any portion of the project been started yet?

Any portion of the project started prior to an agreement resulting from this application will not be eligible for assistance.

| Attachment Checklist | Included? |
|--|-----------|
| Written Bids/Quotes for all work to be completed <i>Demolition and Clearance Activities require 2 bids.</i> | |
| Rendering or Sketch of Proposed Improvement | |
| Color and Materials Samples for Proposed Improvement | |
| Photographs of the Current Building | |
| Howard County Treasurer – Real Estate Taxes Current? | |
| Additional information may be requested as needed | |

Comments:

Property Improvement Program
St Paul Development Corporation & City of St Paul

By signing this application the applicant acknowledges that he/she has authority to act on behalf of owner if applicant is different from owner.

The applicant further guarantees:

The Property Improvement Program is a redevelopment funding reimbursement program and that any contract or agreement for renovation or demolition services is solely between the applicant and independent contractor that is providing the services.

That structure waste debris and any other materials will be properly disposed of at a State-approved disposal facility.

Applicant will hold elected officials, officers, directors, and employees of the St Paul Development Corporation, Inc and City of St. Paul harmless from and against any and all loss, liability, damage and/or injury, including reasonable attorney's fees and/or court costs, which may be caused during the demolition or clearance activity.

I (we) hereby certify that the statements made by me (us) are true and correct to the best of my (our) belief and knowledge.

 10-8-19

Signature and Date

Signature and Date

 10-8-19

Signature and Date

Signature and Date



Estimate

| | |
|---|-----------------------------|
| Co. Name: STS Construction | Job: Catey Sack |
| Estimator: Tyler Solko | Address: St. Paul NE |
| Date: 6-Oct-19 | Work Week: 5 |
| Phone: 4026900854 | Work Day: 8 |
| Address: 1425 Indian St. St. Paul, NE 68873 | Sales Tax: 7 |

SUMMARY SHEET INFORMATION

| -WP#- | -Task- | -Dur- | -Labor- | -Mat'l- | -Equip.- | -Sub- |
|-------|--------|-------|------------|-------------|----------|--------|
| | | | \$4,000.00 | \$10,593.00 | \$250.00 | \$0.00 |

CREW COMPOSITIONS

| Quantity | Craft | Hourly | | Total |
|----------------------------------|----------|--------|--|----------|
| | | Rate | | \$/Craft |
| 2 | Generals | 30.00 | | 60.00 |
| 2 | Laborers | 13.00 | | 26.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| Total Cost per Crew Hour | | | | 86.00 |
| Divided by Total Number of Men | | | | 4 |
| Average Cost per Manhour [\$/MH] | | | | \$21.500 |

WORK PACKAGE UNIT / PRODUCTIVITY DATA

| Item No. | Descriptions | Quantity | Units | Man (Labor) - Hours [MH/unit] | Required Man Hours |
|---------------------------|---------------------------|----------|-------|----------------------------------|-----------------------|
| | Demo Old Windows | 1 | | | 0.0 |
| | Install New Pella Windows | 1 | | | 0.0 |
| | Two fire Doors | 1 | | | 0.0 |
| | | 1 | | | 0.0 |
| | | 1 | | | 0.0 |
| | | | | | 0.0 |
| | | | | | 0.0 |
| | | | | | 0.0 |
| Total Man Hours Required: | | | | | 0.0 |

UNIT PRICING EXTENSIONS / SUMMARY

| Item No. | Descriptions | Work Pack# | Quantity | Units | TOTAL \$ | | |
|----------|---------------------------|---------------|----------|-------|----------|---------|---------|
| | | | | | Labor | Mat'l's | |
| | Demo Old Windows | | 0 | 1 | 0 | 1500.00 | 0.00 |
| | Install New Pella Windows | | 0 | 1 | 0 | 500.00 | 4700.00 |
| | Two fire Doors | | 0 | 1 | 0 | 2000.00 | 5200.00 |
| | | | 0 | 1 | 0 | 0.00 | 0.00 |
| | | | 0 | 1 | 0 | 0.00 | 0.00 |
| | | | 0 | 1 | 0 | 0.00 | 0.00 |
| | | | 0 | 1 | 0 | 0.00 | 0.00 |

| | | | | | | |
|--|--|-----------------------|---|----------------------|-----------------|-------------|
| | | 0 | 0 | 0 | 0.00 | 0.00 |
| | | Total Costs per Type: | | | 4000.00 | 9900.00 |
| | | | | Sales Tax | | 693.00 |
| | | | | END TOTALS: | \$4,000.00 | \$10,593.00 |
| | | | | Pre- COST..... | | |
| | | | | | | |
| | | | | Acceptance Signature | | |
| | | | | | Total Cost..... | |
| | | | | Date | | |

| | | | | |
|-------------|--------|-------------|--|--|
| 0.00 | 0.00 | 0.00 | | |
| 250.00 | 0.00 | 14150.00 | | |
| | | 693.00 | | |
| \$250.00 | \$0.00 | \$14,843.00 | | |
| \$14,843.00 | | | | |
| | | | | |
| | | | | |
| \$14,843.00 | | | | |
| | | | | |



| Parcel Information | |
|--------------------------|---|
| Parcel ID | 470996486 |
| Links | Photo #1 Document #1 Photo #2 Document #2 Photo #3 Photo #4 Photo #5 Photo #6 Sketch #1 |
| Map Number | 2917-00-0-11001-083-0353 |
| Cadastral # | 0000-0000 |
| Current Owner | SACK, BRIAN & CATHRYN |
| Mailing Address | PO BOX 264 ST PAUL NE 68873- |
| Situs Address | 715 HOWARD AVE |
| Tax District | 1 |
| Tax ID | 0000-0000 |
| School District | ST PAUL SCH DIST #1 |
| Neighborhood | 9011 |
| Property Class | Commercial |
| Lot Width x Depth | 18 x 116 |
| Legal Description | LOT 9 EXC E 3'10 BLOCK 83 OT ST PAUL |

| Assessed Values | | | | |
|-----------------|----------|---------|--------------|--------------|
| Year | Total | Land | Improvements | Outbuildings |
| 2019 | \$20,604 | \$1,775 | \$18,829 | \$0 |

| 2018 Tax Information | |
|----------------------|----------|
| Taxes | \$376.18 |
| Tax Levy | 1.912286 |

| 2018 Tax Levy | |
|--------------------------|----------|
| Description | Rate |
| AG SOCIETY | 0.003063 |
| CENTRAL COMM-COLLEGE | 0.095956 |
| COUNTY GENERAL | 0.170332 |
| ED SERVICE UNIT #10 | 0.014138 |
| HISTORICAL SOCIETY | 0.000819 |
| LOUP BASIN RECL#1 | 0.031741 |
| LOWER LOUP NRD #1 | 0.029476 |
| ST PAUL CITY | 0.675881 |
| ST PAUL SCH #1 BOND 2009 | 0.080890 |
| ST PAUL SCH DIST #1 | 0.809990 |

| 5 Year Sales History | | | | |
|----------------------|-----------|-----------|------------------|-------------|
| Date | Book/Page | # Parcels | Grantor | Price |
| 2019/09/04 | 19-3352 | 1 | KILLINGER/MARY C | \$15,000.00 |
| 2018/06/19 | 18-2891 | 1 | KILLINGER INC | \$0.00 |

| Property Classification | | | |
|-------------------------|------------|-------------------|-----------------|
| Status: | Improved | Location: | Urban |
| Property Class: | Commercial | City Size: | 800-2,500 |
| Zoning: | COMMERCIAL | Lot Size: | <10,000 sq. ft. |

| Historical Valuation Information | | | | | | | |
|----------------------------------|------------------|---------|----------|---------|----------|----------|----------|
| Year | Billed Owner | Land | Impr | Outbldg | Total | Taxable | Taxes |
| 2018 | KILLINGER/MARY C | \$1,775 | \$18,829 | \$0 | \$20,604 | \$20,604 | \$376.18 |
| 2017 | KILLINGER INC | \$1,775 | \$18,829 | \$0 | \$20,604 | \$20,604 | \$384.90 |
| 2016 | KILLINGER INC | \$1,775 | \$18,829 | \$0 | \$20,604 | \$20,604 | \$398.40 |
| 2015 | KILLINGER INC | \$1,775 | \$17,323 | \$0 | \$19,098 | \$19,098 | \$384.96 |
| 2014 | KILLINGER INC | \$1,775 | \$17,323 | \$0 | \$19,098 | \$19,098 | \$406.68 |

| Commercial Building Datasheet | | | | | | | | | | |
|-------------------------------|------|------|--------------------|------|------|-------|------|-------|-------|-------|
| Bldg. | Sec. | Code | Description | Year | Cls. | Qual. | Area | Perm. | Stor. | Hght. |
| 1 | 1 | 344 | OFFICE BUILDING | 1915 | C | 200 | 648 | 108 | 1 | 10 |
| 1 | 2 | 406 | WAREHOUSE, STORAGE | 1915 | C | 200 | 594 | 102 | 1 | 9 |
| 1 | 3 | 406 | WAREHOUSE, STORAGE | 1915 | C | 200 | 648 | 108 | 1 | 9 |

| Photo/Sketch | |
|--------------|-------------------------------|
| | <p>-- Denotes common wall</p> |

Connie Beck

From: Mike Feeken <stpauldevcorp@gmail.com>
Sent: Thursday, October 10, 2019 10:29 AM
To: Connie Beck; caitlinjerabek@hotmail.com
Subject: Agenda Item PIP Application
Attachments: Council Agenda PIP Application Sack.pdf

Connie, I have attached a PIP application for consideration by the Council during the October 21st meeting. I have included Caitlin on this message as she will be the SPDC representative at the meeting.

mf

Mike Feeken
Executive Director
St Paul Development Corporation
423 Howard Avenue
P.O. Box 64
St Paul, Nebraska 68873
308.754.4661
stpauldevcorp@gmail.com

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| Treasurer's Report: | | | |
|----------------------------|------------------------|---------------------------|----------------|
| <i>Account Number</i> | <i>Prev. Mth Total</i> | <i>Current Mth Total</i> | <i>Total</i> |
| Homestead Bank | August 31, 2019 | September 30, 2019 | |
| Checking 100-027 | \$ (695,324.71) | \$ 863,750.00 | \$ 168,425.29 |
| Sales Tax 300-277 | \$ (55,608.66) | \$ 43,980.40 | \$ (11,628.26) |
| Civic Center 300-749 | \$ (9,810.98) | \$ 13,983.95 | \$ 4,172.97 |
| City REDLG 301-465 | \$ (15,169.45) | \$ 20,161.04 | \$ 4,991.59 |
| Water Trmt 504-189 | \$ (26,060.12) | \$ 17,564.17 | \$ (8,495.95) |
| Keno 504-409 | \$ (81,717.96) | \$ 86,511.89 | \$ 4,793.93 |
| Sales Tax 504420 | \$ (78,121.94) | \$ 116,052.20 | \$ 37,930.26 |
| Pool 504-442 | \$ (7,859.08) | \$ 7,860.42 | \$ 1.34 |
| Premium General 504-684 | \$ (85,867.23) | \$ 86,198.01 | \$ 330.78 |
| General 504-805 | \$ (28,200.94) | \$ 28,209.32 | \$ 8.38 |
| Sewer 504-849 | \$ (22,647.24) | \$ 22,653.01 | \$ 5.77 |
| Police 504-860 | \$ (12,613.79) | \$ 12,617.00 | \$ 3.21 |
| Senior Center 504-882 | \$ (6,164.15) | \$ 6,165.20 | \$ 1.05 |
| Brick (Street) 504-915 | \$ (2,020.32) | \$ 2,020.58 | \$ 0.26 |
| Library Maint. 504-970 | \$ (15,300.22) | \$ 15,304.12 | \$ 3.90 |
| Light Sinking 504-981 | \$ (24,485.72) | \$ 24,742.01 | \$ 256.29 |
| Fire Sinking 504-992 | \$ (19,443.23) | \$ 19,448.18 | \$ 4.95 |
| EMT Sinking 505-003 | \$ (8,862.48) | \$ 8,863.99 | \$ 1.51 |
| Street Sinking 505-014 | \$ (9,027.27) | \$ 9,028.80 | \$ 1.53 |
| Park Sinking 505-025 | \$ (14,540.22) | \$ 14,543.92 | \$ 3.70 |
| TIF Projects 505-036 | \$ (930.54) | \$ 930.77 | \$ 0.23 |
| After School 505-146 | \$ (3,171.47) | \$ 3,171.87 | \$ 0.40 |
| Elmwood Cemetery Found. | \$ - | \$ 9,606.89 | \$ 9,606.89 |
| Civic Center Sink 505179 | \$ (10,515.27) | \$ 10,517.95 | \$ 2.68 |
| Housing Grant 4178-0 | \$ (690.55) | \$ 740.63 | \$ 50.08 |
| Cemetery Sinking 5413-1 | \$ - | \$ - | \$ - |
| Walk/Bike 5482-7 | \$ (9,434.98) | \$ 9,437.30 | \$ 2.32 |
| Light CD 3212195 | \$ (41,157.17) | \$ 41,157.17 | \$ - |
| Water CD 3212196 | \$ (31,258.61) | \$ 31,258.61 | \$ - |
| Sewer CD 3212197 | \$ (36,468.39) | \$ 36,468.39 | \$ - |
| Sewer CD 3212198 | \$ (36,468.39) | \$ 36,468.39 | \$ - |
| General CD 3212199 | \$ (39,594.23) | \$ 39,594.23 | \$ - |
| Fire CD 3212200 | \$ (23,964.94) | \$ 23,964.94 | \$ - |
| Ambulance CD 3212201 | \$ (51,576.71) | \$ 51,576.71 | \$ - |
| Park CD 3212202 | \$ (41,678.15) | \$ 41,678.15 | \$ - |
| General CD 3051705 | \$ (218,417.08) | \$ 218,417.08 | \$ - |
| Sales Tax CD 3327564 | \$ (78,862.55) | \$ 78,862.55 | \$ - |

| | | | | | | |
|----------------------------|----|----------------|----|--------------|----|-------------------|
| Light CD 3640996 | \$ | (43,599.44) | \$ | 43,599.44 | \$ | - |
| General CD 3212279 | \$ | (150,463.16) | \$ | 150,463.16 | \$ | - |
| Citizens Bank | | | | | | |
| Consumer Deposit 102-415 | \$ | (48,827.50) | \$ | 50,077.50 | \$ | 1,250.00 |
| Cafeteria 125 102-407 | \$ | (17,725.26) | \$ | 17,765.71 | \$ | 40.45 |
| Health Ded 102-482 | \$ | (82,758.24) | \$ | 79,367.96 | \$ | (3,390.28) |
| Cemetery Saving 753-122 | \$ | (37,742.19) | \$ | 37,756.11 | \$ | 13.92 |
| Park Aluminum 772682 | \$ | (1,324.27) | \$ | 1,483.28 | \$ | 159.01 |
| 25% Infrastructure 102-342 | \$ | (233,368.78) | \$ | 240,316.98 | \$ | 6,948.20 |
| Light ICS 103217 | \$ | (445,622.85) | \$ | 677,045.23 | \$ | 231,422.38 |
| Water ICS 103225 | \$ | (87,212.59) | \$ | 87,417.10 | \$ | 204.51 |
| Sewer ICS 103241 | \$ | (199,056.62) | \$ | 199,482.42 | \$ | 425.80 |
| General ICS 103209 | \$ | (476,038.71) | \$ | 1,178,104.84 | \$ | 702,066.13 |
| Building ICS 103233 | \$ | (47,350.06) | \$ | 47,451.34 | \$ | 101.28 |
| Fire ICS 103268 | \$ | (107,787.75) | \$ | 108,040.50 | \$ | 252.75 |
| Ambulance ICS 103276 | \$ | (230,627.22) | \$ | 231,167.97 | \$ | 540.75 |
| Park ICS 103284 | \$ | (99,442.12) | \$ | 99,654.80 | \$ | 212.68 |
| (Batting Cage) | | | | | | |
| Police ICS 103292 | \$ | (46,348.18) | \$ | 46,447.28 | \$ | 99.10 |
| Keno ICS 103314 | \$ | (65,043.16) | \$ | 65,182.26 | \$ | 139.10 |
| Street ICS 103349 | \$ | (60,051.30) | \$ | 60,179.76 | \$ | 128.46 |
| Library ICS 103365 | \$ | (30,025.65) | \$ | 30,089.87 | \$ | 64.22 |
| Senior Center ICS 103373 | \$ | (30,025.65) | \$ | 30,089.87 | \$ | 64.22 |
| Redlg ICS 103381 | \$ | (80,068.41) | \$ | 62,233.27 | \$ | (17,835.14) |
| Pool ICS 103348 | \$ | (20,017.10) | \$ | 20,059.92 | \$ | 42.82 |
| Cemetery ICS 103446 | \$ | (17,930.81) | \$ | 17,969.16 | \$ | 38.35 |
| General TCD 109366 | \$ | (56,707.73) | \$ | 56,707.73 | \$ | - |
| General TCD 109367 | \$ | (56,697.50) | \$ | 56,697.50 | \$ | - |
| Heritage Bank | | | | | | |
| UB ACH 411025 | \$ | (993,110.80) | \$ | 378,797.26 | \$ | (614,313.54) |
| Investors 4100744 | \$ | (258,096.34) | \$ | 28,106.24 | \$ | (229,990.10) |
| CITY FUND TOTAL | | | | | | |
| | \$ | (5,866,104.13) | \$ | 6,155,264.30 | \$ | 289,160.17 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| Deposits and Checks printed for Month (held in statement folder) | | | |
|--|------------------------|--------------------------|----------------------|
| 2018-2019 | | | |
| Month / Year | Deposit Total | Check Total | Grand Total |
| October 31, 2018 | \$ 450,148.91 | \$ (478,765.10) | \$ (28,616.19) |
| November 30, 2018 | \$ 346,651.06 | \$ (381,872.93) | \$ (35,221.87) |
| December 31, 2018 | \$ 406,785.65 | \$ (482,289.47) | \$ (75,503.82) |
| January 31, 2019 | \$ 463,437.50 | \$ (361,610.01) | \$ 101,827.49 |
| February 28, 2019 | \$ 431,110.45 | \$ (356,041.59) | \$ 75,068.86 |
| March 31, 2019 | \$ 441,032.74 | \$ (497,911.28) | \$ (56,878.54) |
| April 30, 2019 | \$ 436,406.35 | \$ (381,133.73) | \$ 55,272.62 |
| May 31, 2019 | \$ 672,774.24 | \$ (621,986.99) | \$ 50,787.25 |
| June 30, 2019 | \$ 454,547.11 | \$ (481,837.57) | \$ (27,290.46) |
| July 31, 2019 | \$ 413,686.78 | \$ (383,111.16) | \$ 30,575.62 |
| August 31, 2019 | \$ 896,068.08 | \$ (824,563.58) | \$ 71,504.50 |
| September 30, 2019 | \$ 663,390.82 | \$ (409,279.07) | \$ 254,111.75 |
| Grand Total | \$ 6,076,039.69 | \$ (5,660,402.48) | \$ 415,637.21 |
| Deposit & Checks Monthly Total (Shared) | | | |



The City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

As of September 30, 2019

Homestead Bank

| | | |
|--|----|------------|
| Checking (NOW) 300-100-027..... | \$ | 863,750.00 |
| City Sales Tax (Checking) 300-300-277..... | | 43,980.40 |
| St. Paul Civic Center (MMDA) 300-300-749..... | | 13,983.95 |
| City REDLG (Secure Plus) 300-301-465..... | | 20,161.04 |
| Water Treatment Plant (Bond Reserve) (MMDA) 300-504-189..... | | 17,564.17 |
| Keno (MMDA) 300-504-409..... | | 86,511.89 |
| Sales Tax (P.I.) 300-504-420..... | | 116,052.20 |
| Pool Construction (MMDA) 300-504-442..... | | 7,860.42 |
| Premium Investment (P.I.) 300-504-684..... | | 86,198.01 |
| General Equipment Sinking (MMDA) 300-504-805..... | | 28,209.32 |
| Sewer Building & Equipment Fund (MMDA) 300-504-849..... | | 22,653.01 |
| Police Equipment Fund (MMDA) 300-504-860..... | | 12,617.00 |
| Senior Center Fund (MMDA) 300-504-882..... | | 6,165.20 |
| Brick Account (MMDA) 300-504-915..... | | 2,020.58 |
| Library Maintenance Reserve (MMDA) 300-504-970..... | | 15,304.12 |
| Light Sinking Fund (MMDA) 300-504-981..... | | 24,742.01 |
| Fire Sinking Fund (MMDA) 300-504-992..... | | 19,448.18 |
| EMT Sinking Fund (MMDA) 300-505-003..... | | 8,863.99 |
| Street Sinking Fund (MMDA) 300-504-014..... | | 9,028.80 |
| Park Equipment Sinking Fund (MMDA) 300-505-025..... | | 14,543.92 |
| TIF Projects (MMDA) 300-505-036..... | | 930.77 |
| After School Program (MMDA) 300-505-146..... | | 3,171.87 |
| St. Paul Elmwood Cemetery Foundation (MMDA) 300-505-168..... | | 9,606.89 |
| Civic Center Sinking Fund (MMDA) 300-505-179..... | | 10,517.95 |
| Housing Grant Repayment (Savings) 300041780..... | | 740.63 |
| Walk/Bike Trail (Savings) 300054827..... | | 9,437.30 |
| Light (TCD) 3212195 mat. 2/2/22..... | | 41,157.17 |
| Water (TCD) 3212196 mat. 2/2/22..... | | 31,258.61 |
| Sewer (TCD) 3212197 mat. 2/2/22..... | | 36,468.39 |
| Sewer (TCD) 3212198 mat. 2/2/22..... | | 36,468.39 |
| General (TCD) 3212199 mat. 2/2/22..... | | 39,594.23 |
| Fire (TCD) 3212200 mat. 2/2/22..... | | 23,964.94 |
| Ambulance (TCD) 3212201 mat 2/2/22..... | | 51,576.71 |
| Park (TCD) 3212202 mat. 2/2/22..... | | 41,678.15 |
| General (TCD) 3051705 mat. 4/10/22..... | | 218,417.08 |
| Sales Tax (TCD) 3327564 mat. 4/4/22..... | | 78,862.55 |
| Light (TCD) 3640996 mat. 5/15/22..... | | 43,599.44 |
| General (TCD) 3212279 mat. 7/8/24..... | | 150,463.16 |

Citizens Bank & Trust

| | |
|--|--------------|
| Consumer Deposit Fund (Checking) 102415..... | 50,077.50 |
| Cafeteria 125 (NOW) 102407..... | 17,765.71 |
| Health Deductible Account (NOW) 102482..... | 79,367.96 |
| Sales Tax Infrastructure (NOW) 102342..... | 240,316.98 |
| Cemetery (Savings) 753122..... | 37,756.11 |
| City Park Aluminum Improvement (Savings) 772682..... | 1,483.28 |
| General (TCD) 109366..... | 56,707.73 |
| General (TCD)109367..... | 56,697.50 |
| Lights (ICS MMA) 103217..... | 677,045.23 |
| Water (ICS MMA) 103225..... | 87,417.10 |
| Sewer (ICS MMA) 103241..... | 199,482.42 |
| General (ICS MMA) 103209..... | 1,178,104.84 |
| Building (ICS MMA) 103233..... | 47,451.34 |
| Fire (ICS MMA) 103268..... | 108,040.50 |
| Ambulance (ISC MMA) 103276..... | 231,167.97 |
| Park (ICS MMA) 103284..... | 99,654.80 |
| Police (ICS MMA) 103292..... | 46,447.28 |
| Keno (ICS MMA) 103314..... | 65,182.26 |
| Streets (ICS MMA) 103349..... | 60,179.76 |
| Library (ICS MMA) 103365..... | 30,089.87 |
| Senior Center (ICS MMA) 103373..... | 30,089.87 |
| Red Leg (ICS MMA) 103381..... | 62,233.27 |
| Pool (ICS MMA) 103348..... | 20,059.92 |
| Cemetery (ICS MMA) 103446..... | 17,969.16 |

Heritage Bank

| | |
|---------------------------------------|------------|
| ACH Account (MMDA) 411025..... | 378,797.26 |
| Investors Account (P.I.) 4100744..... | 28,106.24 |

Total City Funds.....\$ 6,155,264.30


City Treasurer

St. Paul Planning Commission
October 14, 2019
Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 14th day of October, 2019 at 12:00 p.m. (noon) in the City Council Chambers, 704 6th Street, St. Paul, Nebraska.

Chairman Schmid called the meeting to order at 12:00 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 and posted in four (4) public places. Commission members present: Connie Becker, Wilber Medbery, and Chuck Schmid. Absent: Arvilla Jacobs and Tony Walch. Also present Zoning Administrator Matt Helzer and Laura Berthelsen (minutes).

Commission member Medbery moved to approve the September 30, 2019 meeting minutes. Commission member Becker seconded the motion. Roll call vote of Commission members: Becker, Medbery, and Schmid voted aye, nays none. Motion carried 3/0.

The following zoning permits were presented:

- (a) 2019-60 Steve Weller – Construct shed at 1119 Grant Street
- (b) 2019-61 Marshall Adams – Correction to Zoning Permit 2019-40 regarding placement of garage at 104 Howard Avenue
- (c) 2019-62 Luke Thompson – Construct shed at 1005 Wallace Street
- (d) 2019-63 Mike Coghlan – Demolish two sheds and install fence at 1316 Sheridan Street

Commission member Becker moved to approve Zoning Permit applications 2019-60 through 2019-63. Commission member Medbery seconded the motion. Roll call vote of Commission members: Becker, Medbery, and Schmid voted aye, nays none. Motion carried 3/0.

The next St. Paul Planning Commission meeting will be held on Monday, October 28, 2019 at 5:00 p.m.

The meeting was adjourned the meeting at 12:06 p.m.

Sincerely,

Matthew T. Helzer
Zoning Administrator

Charles M. Schmid
Chairman

Laura Berthelsen
Planning Secretary

Zoning Classification R-2 Value \$ 500.00

PERMIT NUMBER 2019-60
FEE \$25.00 CASH CHECK# 3815 CC *pd 10/17/19*

APPLICATION FOR A FENCE 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 Steve Weller Contractor self

Address 1022 Grant St. Address

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

Phone Number 308-379-8558 Cell Phone

Complete Legal Description of the Property Lots 5 & 6, Block 7, Bartlett's Addition

Address of Fence Site Same Size & Kind wood - 6' Approx 100'

Replacement or New Fence: New

Approximately when will the construction: Start Oct 2019 Finish Nov 2019

To Whom Should the Improvements be assessed? Steve Weller

Contact Utility Superintendent at (308) 754-4483 regarding Inspection Matt Helzer Date of visit 10-8-19
(Matt Helzer's signature)

Recommendations needed before approval:

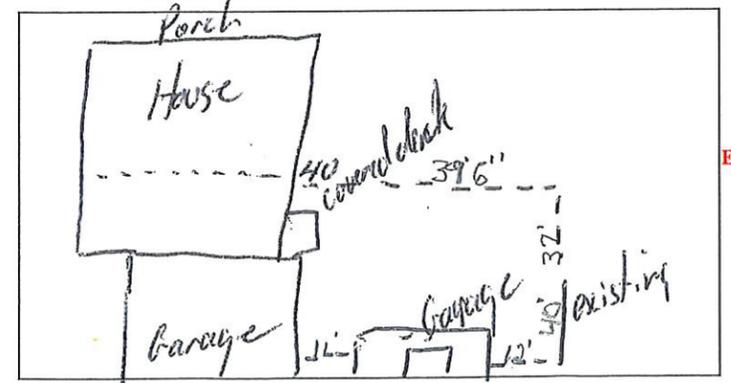
MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING - CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my 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.**

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

Signature of Applicant *[Signature]* Date 10-6-19

N
Drawing:

W



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

Reasons for Denial:

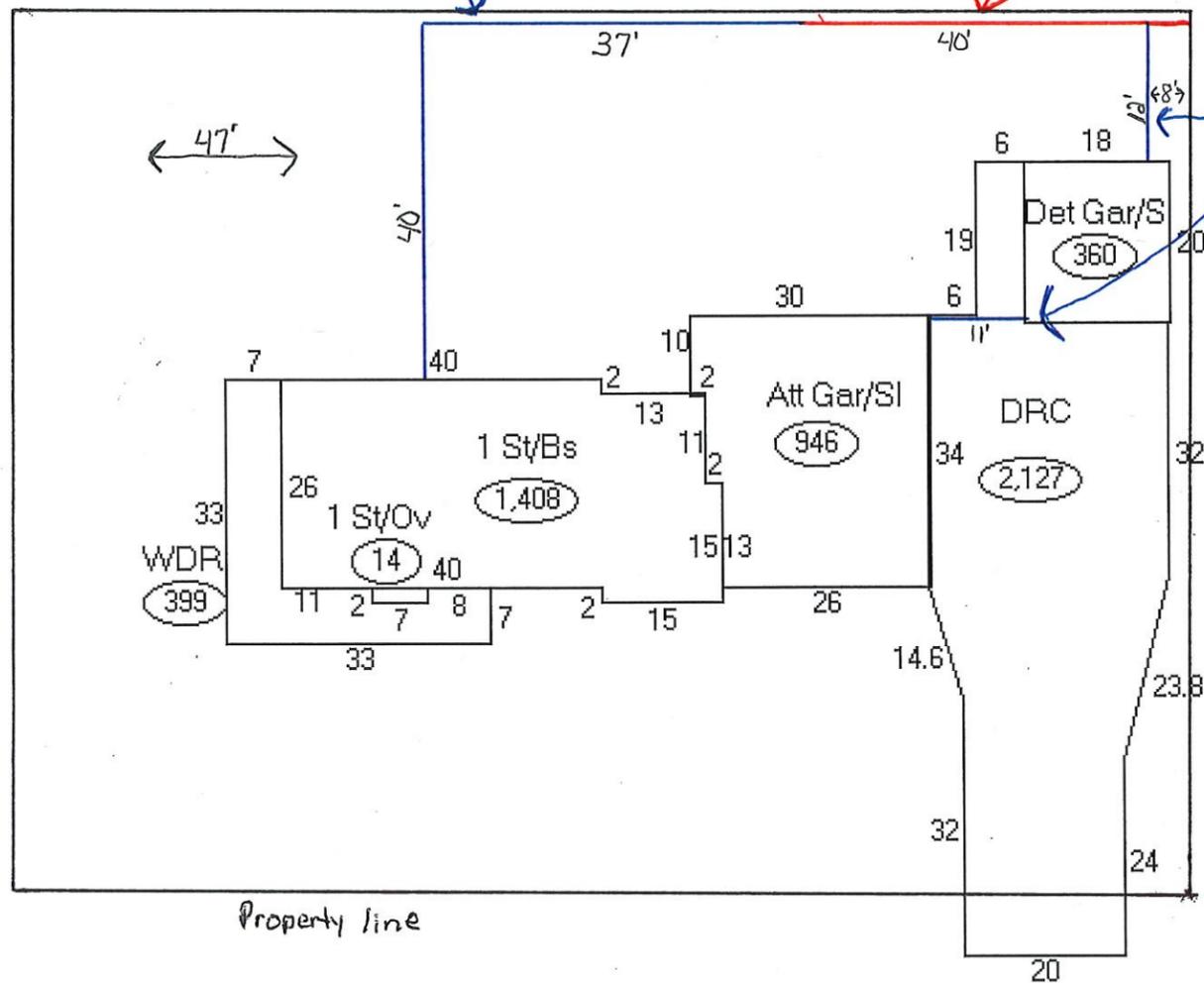
2019-60

New 6' wood fence
for 931 Kendall

Existing chain link fence
for 915 Kendall

Parcel #: 470998667

Kendall Street



Grant Street

* Correction to Zoning Permit 2019-40 *

Zoning Classification R-2 Value \$ 15,000
Please call 811 before completing form

PERMIT NUMBER 2019-61
FEE \$ 25.00 CASH CHECK# Waived

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 Marshall Adams Contractor Ovovaks Construction

Address 104 Howard Ave. Address 513 Meadowlark Dr. St. Liberty, NE

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

Phone Number 308-380-8025 Cell Phone 308-750-0766

Complete Legal Description of the Property Tract B and C in Tax Lot 7 3-14-10 (.68 Acre)

Address of Construction Site 104 Howard Howard Ave. St. Paul, NE 68873
(If none, one must be registered with City of St. Paul) In the Flood plain NO ?

Proposed Structure Garage Dimension of Structure 38 x 60

Distance from Front property line 148'

Rear Property Line 37' ^{East} Side Property Line 65' ^{West} Second Side Line 16' Between other buildings (Min 10') 73'

Is there a utility easement on either the back or side property? YES If so attach a copy of neighbor approval.

Approximately when will construction Start Oct 2019 Finish March 2020

To Whom Should the Improvements be assessed? Marshall Adams

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 10-8-19
(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

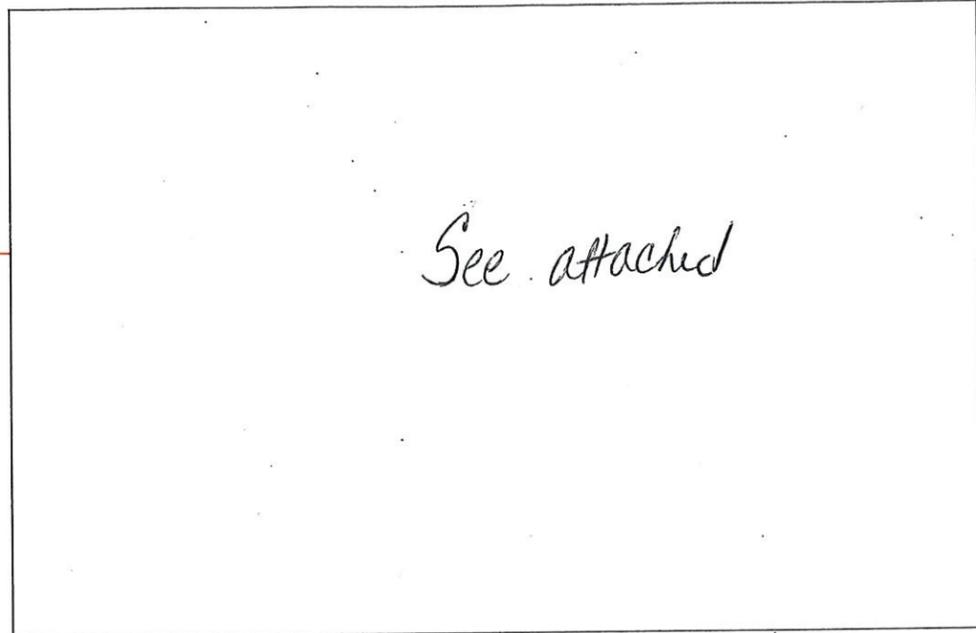
Has a Conditional Use Permit been issued for this proposed use? _____ YES _____ NO
If yes, when does it expire? _____

Site Plan Sketch: _____

North Street Name _____

Street Name

Street Name



South Street Name _____

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.

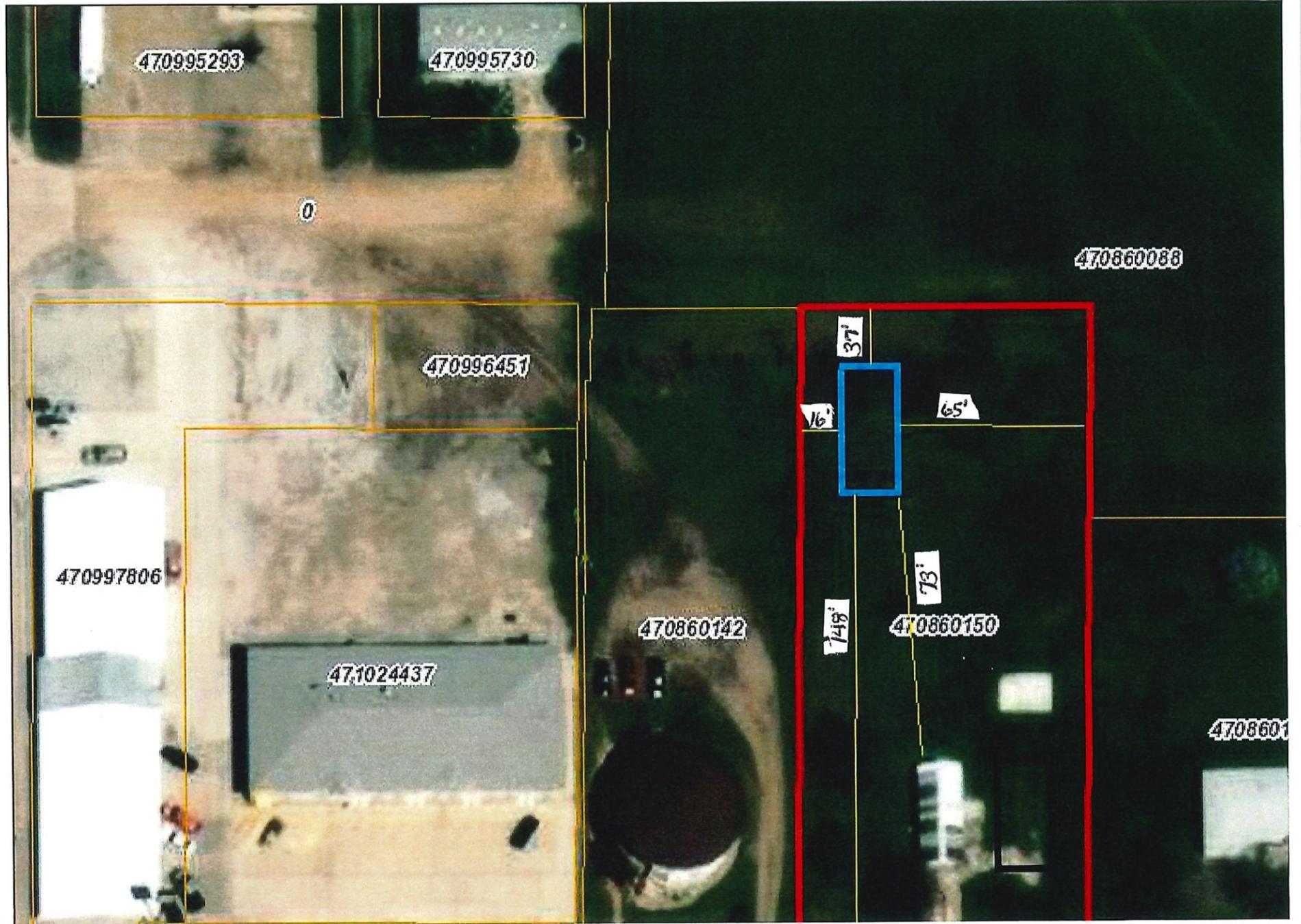
The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed and a Certificate of Occupancy is issued.

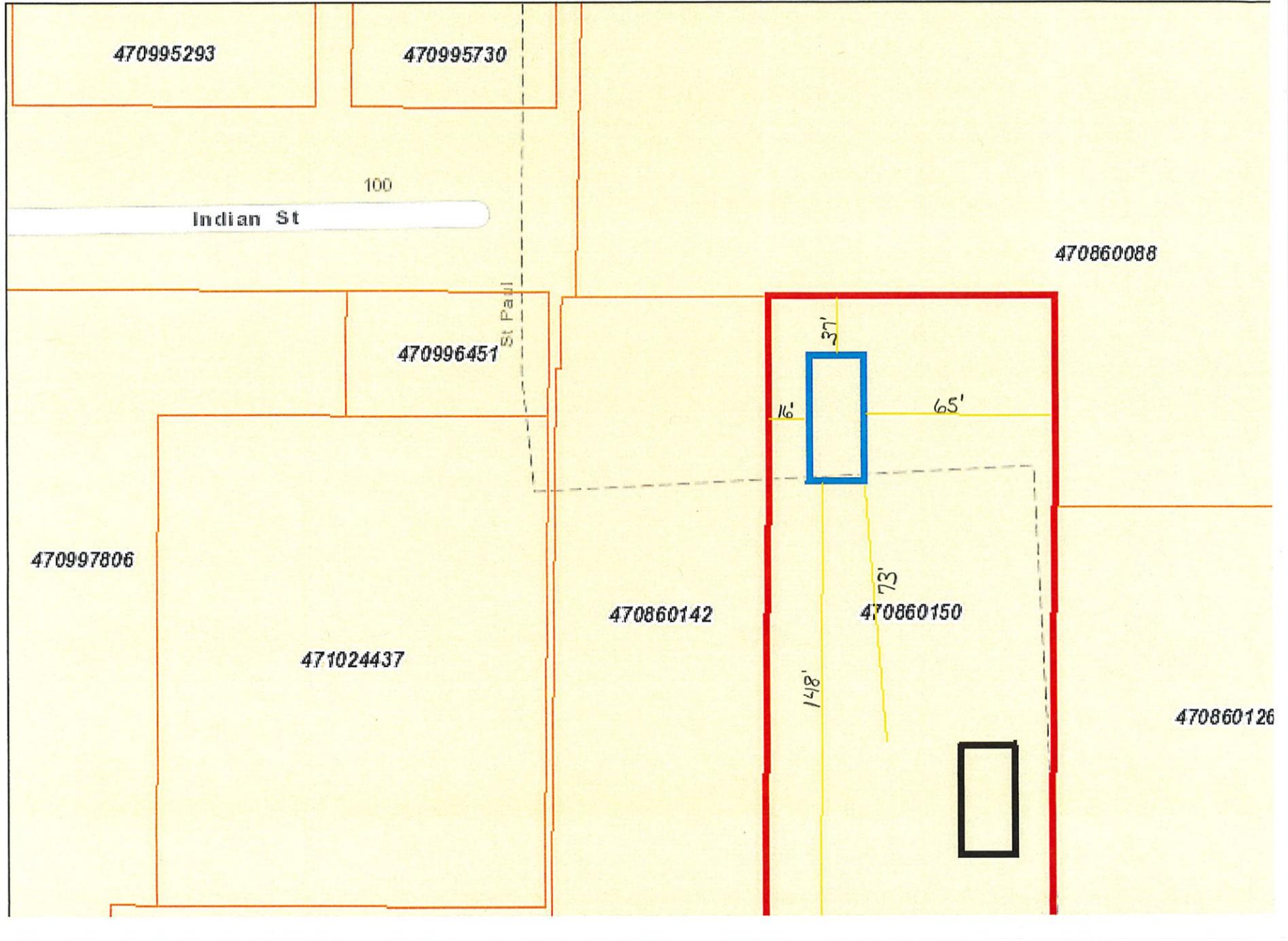
Signature of Applicant Marshall Adams Date 10-8-19

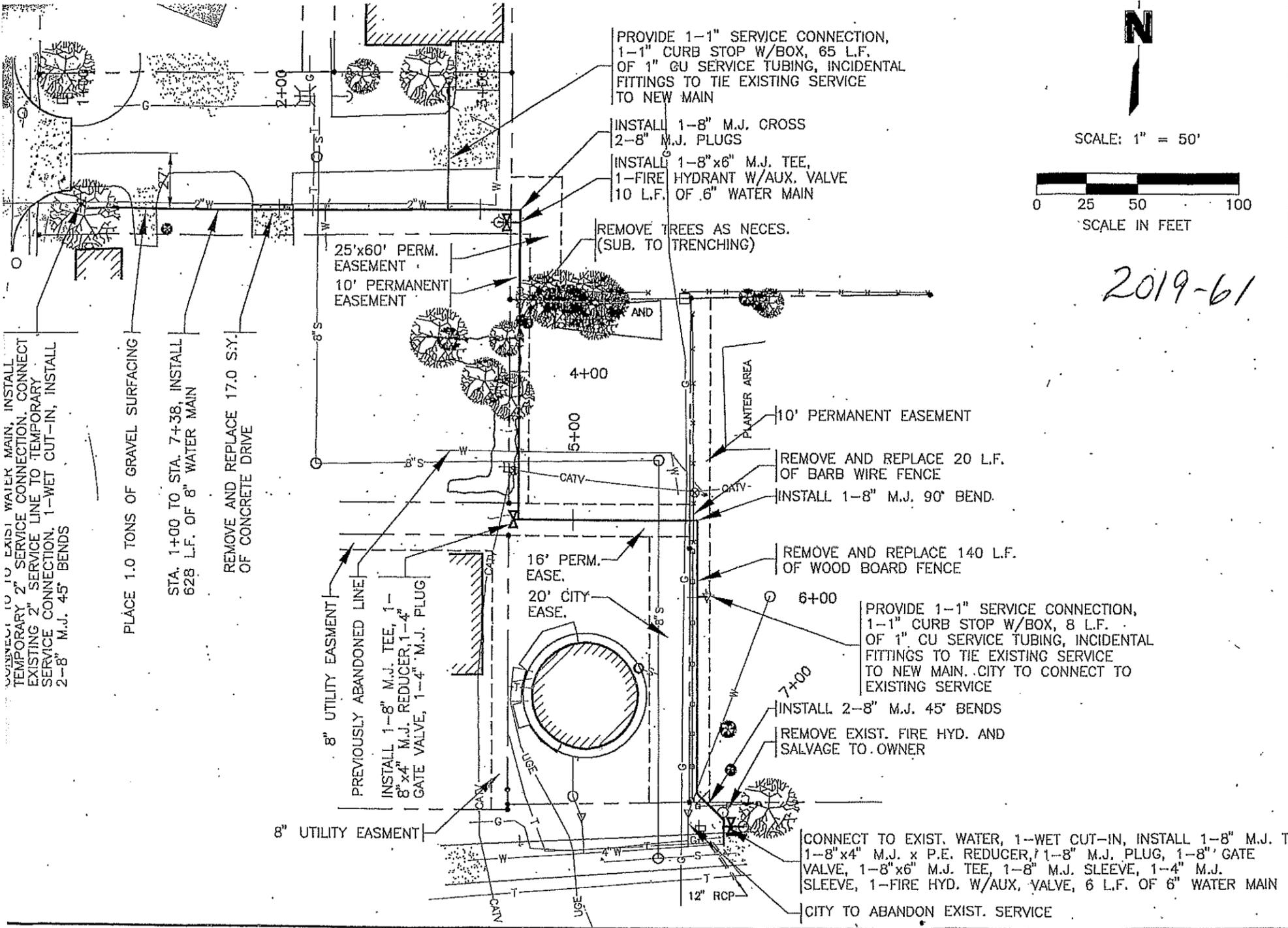
For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator

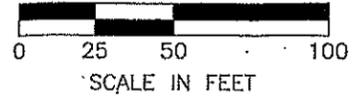
Reasons for Denial:







SCALE: 1" = 50'



2019-61

Zoning Classification R-1 Value \$ 3500.00
Please call 811 before completing form

PERMIT NUMBER 2019-62
FEE \$ 2500 CASH CHECK# 2586

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 Luke Thompson Contractor Obie Robinson

Address 1005 Wallace St. Address 13620 N. 58th St. Belgrade, NE 68623

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

Phone Number (308) 750-5196 Cell Phone (308) 550-0811

Complete Legal Description of the Property Lots 3,4 and South 1/2 of Lot 2 Block 2 Wallace's Addl St. Paul

Address of Construction Site 1005 Wallace St.
(If none, one must be registered with City of St. Paul) In the Flood plain NO ?

Proposed Structure Storage Shed Dimension of Structure 12'x16' (12 3/4" tall)

Distance from Front property line 110'
East

Rear Property Line 10' West Side Property Line 12' North Second Side Line 137' South Between other buildings (Min 10') 35'

Is there a utility easement on either the back or side property? _____ If so attach a copy of neighbor approval.

Approximately when will construction Start End of October / Early Nov. Finish Late Nov. / Early Dec.

To Whom Should the Improvements be assessed? Luke Thompson

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 10-10-19
(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:

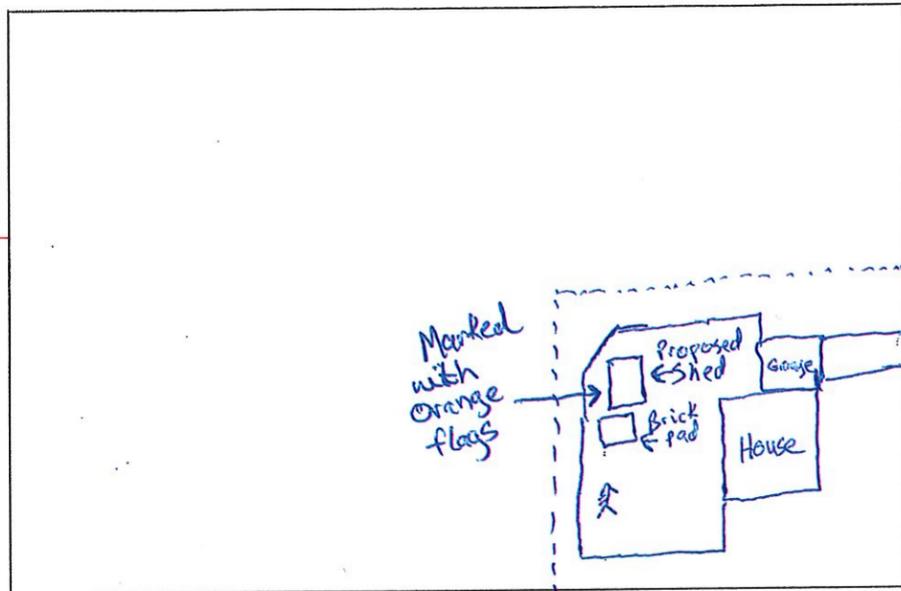
- Is the proposed use permitted within this zoning district? _____ YES _____ NO
- Does the proposed use meet all the required setback distances? _____ YES _____ NO
- Is a conditional use required for the proposed use? _____ YES _____ NO
- Has a Conditional Use Permit been issued for this proposed use?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

Site Plan Sketch:

North Street Name Kendall

Street Name

W



Street Name

Wallace

E

South Street Name Jay

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.

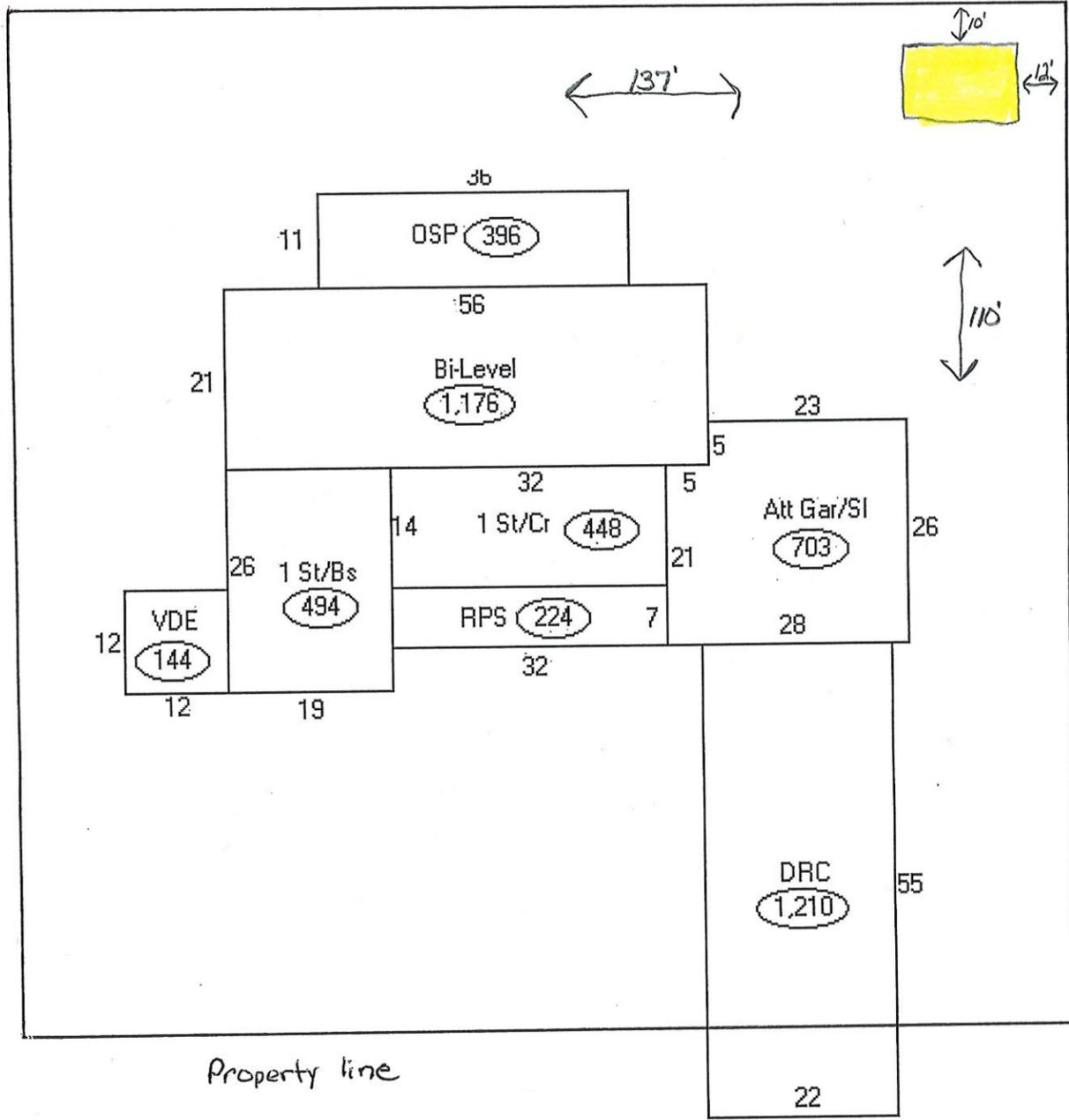
Signature of Applicant _____ Date _____

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator

Reasons for Denial:

Jay Street



2019-62

Parcel #: 471009756

Property line

Wallace Street

Zoning Classification R-2 Value \$ 1,200
Please call 811 before completing form

PERMIT NUMBER 2019-63
FEE \$25.00 CASH CHECK# _____

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 Michael Coghlan Contractor Self
Address 1316 Sheridan Street Address _____
City, State, Zip St. Paul, NE 68873 Phone Number _____
Phone Number 402-630-0475 Cell Phone _____

Complete Legal Description of the Property Lots 10, 11, 12 Block 7 Bryan's Add St. Paul

Address of Construction Site 1316 Sheridan Street
(If none, one must be registered with City of St. Paul) In the Flood plain NO?

Proposed Structure 248' of 6' fence Dimension of Structure _____

Distance from Front property line 25'
West Demo 2 yard sheds

Rear Property Line 26' Side Property Line 13' Second Side Line 12' Between other buildings (Min 10') _____
North East South

Is there a utility easement on either the back or side property? Yes If so attach a copy of neighbor approval.

Approximately when will construction Start Oct 2019 Finish Dec 2019

To Whom Should the Improvements be assessed? Michael Coghlan

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 10-10-19
(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 _____

Street Name

Street Name

See attached

W

E

South Street Name _____

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 Mela G Date 10/10/19

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator

Reasons for Denial:

RESOLUTION NO. 2019 – 8
OF THE CITY OF ST. PAUL, NEBRASKA

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF ST. PAUL, NEBRASKA, that:

Sec. 1. That by virtue of §53-124.11 of the Nebraska statutes, the City Clerk and the Chief of Police for the City of St. Paul is designated agent for the City of St. Paul, NE to determine whether a special designated liquor license is to be approved or denied.

Sec. 2. If the applicant for a special designated liquor license has not previously applied for a special designated liquor license, the designated agent shall refer the application to the City Council to determine if the application should be approved or denied.

Sec. 3. In determining if the special designated liquor license should be approved or denied, the above-designated agent(s) shall determine that all statutes, rules and requirements affecting said special designated liquor license are compiled with and fulfilled prior to approving said license.

Sec. 4. In the event the designated agent(s) is out of the City of St. Paul for an extended period of time, the **Deputy Clerk and/or Police Sergeant** shall be the designated agent to determine if said license is to be approved or denied.

Sec. 5. In the event the designated agent determines that unusual or special circumstances are involved in approving or denying said license, the designated agent shall refer said application to the City Council for approval or denial of said license.

Sec. 6. In approving or denying said license, the designated agent shall consider all established criteria that has been followed by the City Council previous to this resolution in determining if the license should be granted or denied, shall follow any criteria established by the City Council following the passage of this resolution.

Sec. 7. An applicant for a special designated liquor license that has had the license denied by the designated agent may appeal the determination of the designated agent to the City Council.

Sec. 8. The notice of approval or denial of the license shall be forwarded to the Nebraska Liquor Control Commission in the same manner as if the approval or denial was issued by the City Council.

PASSED AND APPROVED this 21st day of October, 2019.

Joel M. Bergman, Mayor

ATTEST:
(Seal)

Connie Jo Beck, City Clerk/Deputy Treasurer

53-124.11. Special designated license; issuance; procedure; fee.

(1) The commission may issue a special designated license for sale or consumption of alcoholic liquor at a designated location to a retail licensee, a craft brewery licensee, a microdistillery licensee, a farm winery licensee, the holder of a manufacturer's license issued pursuant to subsection (2) of section 53-123.01, a municipal corporation, a fine arts museum incorporated as a nonprofit corporation, a religious nonprofit corporation which has been exempted from the payment of federal income taxes, a political organization which has been exempted from the payment of federal income taxes, or any other nonprofit corporation the purpose of which is fraternal, charitable, or public service and which has been exempted from the payment of federal income taxes, under conditions specified in this section. The applicant shall demonstrate meeting the requirements of this subsection.

(2) No retail licensee, craft brewery licensee, microdistillery licensee, farm winery licensee, holder of a manufacturer's license issued pursuant to subsection (2) of section 53-123.01, organization, or corporation enumerated in subsection (1) of this section may be issued a special designated license under this section for more than six calendar days in any one calendar year. Only one special designated license shall be required for any application for two or more consecutive days. This subsection shall not apply to any holder of a catering license.

(3) Except for any special designated license issued to a holder of a catering license, there shall be a fee of forty dollars for each day identified in the special designated license. Such fee shall be submitted with the application for the special designated license, collected by the commission, and remitted to the State Treasurer for credit to the General Fund. The applicant shall be exempt from the provisions of the Nebraska Liquor Control Act requiring an application or renewal fee and the provisions of the act requiring the expiration of forty-five days from the time the application is received by the commission prior to the issuance of a license, if granted by the commission. The retail licensees, craft brewery licensees, microdistillery licensees, farm winery licensees, holders of manufacturer's licenses issued pursuant to subsection (2) of section 53-123.01, municipal corporations, organizations, and nonprofit corporations enumerated in subsection (1) of this section seeking a special designated license shall file an application on such forms as the commission may prescribe. Such forms shall contain, along with other information as required by the commission, (a) the name of the applicant, (b) the premises for which a special designated license is requested, identified by street and number if practicable and, if not, by some other appropriate description which definitely locates the premises, (c) the name of the owner or lessee of the premises for which the special designated license is requested, (d) sufficient evidence that the holder of the special designated license, if issued, will carry on the activities

and business authorized by the license for himself, herself, or itself and not as the agent of any other person, group, organization, or corporation, for profit or not for profit, (e) a statement of the type of activity to be carried on during the time period for which a special designated license is requested, and (f) sufficient evidence that the activity will be supervised by persons or managers who are agents of and directly responsible to the holder of the special designated license.

(4) No special designated license provided for by this section shall be issued by the commission without the approval of the local governing body. The local governing body may establish criteria for approving or denying a special designated license. The local governing body may designate an agent to determine whether a special designated license is to be approved or denied. Such agent shall follow criteria established by the local governing body in making his or her determination. The determination of the agent shall be considered the determination of the local governing body unless otherwise provided by the local governing body. For purposes of this section, the local governing body shall be the city or village within which the premises for which the special designated license is requested are located or, if such premises are not within the corporate limits of a city or village, then the local governing body shall be the county within which the premises for which the special designated license is requested are located.

(5) If the applicant meets the requirements of this section, a special designated license shall be granted and issued by the commission for use by the holder of the special designated license. All statutory provisions and rules and regulations of the commission that apply to a retail licensee shall apply to the holder of a special designated license with the exception of such statutory provisions and rules and regulations of the commission so designated by the commission and stated upon the issued special designated license, except that the commission may not designate exemption of sections 53-180 to 53-180.07. The decision of the commission shall be final. If the applicant does not qualify for a special designated license, the application shall be denied by the commission.

(6) A special designated license issued by the commission shall be mailed or delivered electronically to the city, village, or county clerk who shall deliver such license to the licensee upon receipt of any fee or tax imposed by such city, village, or county.

Source: Laws 1983, LB 213, § 9; Laws 1988, LB 490, § 5; Laws 1991, LB 344, § 27; Laws 1994, LB 1292, § 4; Laws 1996, LB 750, § 7; Laws 2000, LB 973, § 4; Laws 2006, LB 562, § 4; Laws 2007, LB549, § 8; Laws 2010, LB861, § 58; Laws 2016, LB1105, § 17; Laws 2019, LB56, § 1.

Effective Date: September 1, 2019

Connie Beck

From: Kirk Hopkins <kirk@btsgi.com>
Sent: Wednesday, October 2, 2019 2:38 PM
To: Connie Beck
Subject: Monthly phone costs

Hi Connie,

The monthly cost would be to Clearly Communications and should replace much if not all of your present phone bill. The monthly bill before tax would be \$116.80. I am sure you are probably exempt from most if not all taxes, Clearly projects the bill with taxes to be \$147.41. The only other cost from Clearly would be a one time \$10 charge for porting your existing numbers

The other costs would be an up front cost for equipment and installation of \$4127.00 plus the first Yearly License cost of \$754 for a total of \$4881 before any taxes if applicable. The \$754 Yearly License fees would be billed annually on or near the anniversary of when the order is placed.

Thanks again,

Kirk Hopkins

BTS | BUSINESS TELECOMMUNICATION SYSTEMS

Office 308.382.1011 | Email kirk@btsgi.com | LinkedIn www.linkedin.com/pub/kirk-hopkins/5/83b/138/

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*****Departments with NO change:**

- (1) Water DSL: \$111.00 (308)754-5553
- (2) Water Plant: \$18.00 (308)754-5936
- (3) Pool: \$19.00 (308)754-4903
- (4) Park: \$18.00 (308)754-4005

State of NE Central Finance

\$166.00 ✓

Clearly Billing Explanation:

\$148.00 Clearly billing
\$754 divided by 12 = \$63

\$211.00 Total

CURRENT BILL: \$373.00
NEW BILL: - \$211.00
\$162.00 ✓

Proposal – City of St Paul

| Item | Image | Price | Quantity | Total price |
|--|---|-----------|----------|--------------------|
| W02FXS POE Gateway FXS - 2 FXSport |  | \$ 233.00 | 1 | \$ 233.00 |
| WP480G SIP HD Gigabit phone, color display, 16 BLF |  | \$ 190.00 | 11 | \$ 2 090.00 |
| TECH SUPPORT Programming & 1st Year Remote Support | | \$ 100.00 | 6 | \$ 600.00 |
| INSTALLATION Installation & Training | | \$ 100.00 | 7 | \$ 700.00 |
| Additional Needed Items POE Adapters & Patch Cords | | \$ 42.00 | 12 | \$ 504.00 |
| Total Hardware Cost | | | | \$ 4 127.00 |

| Item | Price | Quantity | Total price |
|---|----------|----------|------------------|
| PBX-BASIC-1y PBX basic license for 1 user 1 year | \$ 26.00 | 8 | \$ 208.00 |
| UC-ESSENTIAL-1y Unified Communication 1 user 1 year | \$ 78.00 | 7 | \$ 546.00 |
| Yearly License Cost | | | \$ 754.00 |

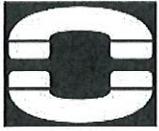
All prices don't include sales tax

Cost includes a 5 year warranty on Wildix products from the date of acceptance. 1 year warranty on other products and labor. Maintenance can be provided through a maintenance agreement or on an "as needed" basis. 50% down payment due upon acceptance of proposal, with the balance due upon system cutover date. This proposal may be withdrawn by us if not accepted within 30 days. This proposal assumes data cabling to all end points. Additional wiring may be needed.

Authorized Signature Loren Cleveland

Date of Acceptance _____

Signature of Acceptance _____



BTS
Communications

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Note: This document is a proposal for services and should be viewed as an estimate of future costs. When ordering services Customer may request changes in quantities which can affect the estimated cost elements below.

Account Name: City of St. Paul - Nebraska

| Order Information | |
|------------------------|------------|
| Rate Sheet | Q117698 |
| Revision | 3 |
| Created | 9/24/2019 |
| Valid Until | 12/23/2019 |
| Contract Term (months) | 36 |

| Partner Information | |
|---------------------|------------------------------------|
| Code | TP100122 |
| Name | Business Telecommunication Systems |
| Account Manager | Kirk Hopkins |

Summary

| Site | Recurring | One-Time |
|---------------------------------|-----------------|----------------|
| 704 6TH AVE SAINT PAUL NE 68873 | \$116.80 | \$10.00 |
| Subtotal: | \$116.80 | \$10.00 |
| Taxes: | \$30.61 | \$0.69 |
| Total: | \$147.41 | \$10.69 |

**Taxes are an estimate and may differ from actual invoices due to tax rate changes and actual services provided.*



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Service Address

| | | | |
|----------------|--------------------|-----------------|-------------------|
| Address | <u>704 6TH AVE</u> | City | <u>SAINT PAUL</u> |
| State | <u>NEBRASKA</u> | ZIP Code | <u>68873</u> |

Products and Services

| Product Name | Qty | Recurring | One-Time | Total Recurring | Total One-Time |
|-----------------------------|------------|------------------|-----------------|------------------------|-----------------------|
| Clearphone SIP Trunk | 5 | \$22.00 x 5 | \$0.00 | \$110.00 | \$0.00 |
| Clearphone Telephone Number | 8 | \$0.35 x 8 | \$0.00 | \$2.80 | \$0.00 |
| Local Number Port Order | 1 | \$0.00 | \$10.00 | \$0.00 | \$10.00 |
| E911 Registration | 4 | \$1.00 x 4 | \$0.00 | \$4.00 | \$0.00 |
| Total: | | | | \$116.80 | \$10.00 |

Connie Beck

From: Connie Beck
Sent: Tuesday, September 24, 2019 12:33 PM
To: jason@schaperandwhite.com
Subject: FW: Proposal documents
Attachments: Rate Sheet-Q117698_1.pdf; Sample New MSA.pdf; Revised Proposal.pdf

Good Afternoon Jason, can you please review the "Master Service" Agreement RE: Clearly by Friday, September 27, 2019, so I can place it on the next agenda? This is the City of St. Paul's new telephone contract. Thanks.

From: Laura Berthelsen
Sent: Thursday, September 12, 2019 8:13 AM
To: Connie Beck
Subject: Proposal documents

*****On October 7, 2019 after the City Council meeting I questioned Attorney Jason White RE: reading the Clearly Master Service Agreement. He stated that it is like any other contract, and that he said it was Okay.**

From: Kirk Hopkins [<mailto:kirk@btsgi.com>]
Sent: Wednesday, September 11, 2019 2:07 PM
To: Laura Berthelsen
Subject: Proposal documents

Connie JO Beck

Hi Laura,

Attached is a copy of the last phone proposal dated 5/29/19. These prices are still current. I have included a rate sheet for porting your phone lines and numbers to Clearly. A sample copy of the Master Service Agreement is included as well. Please let me know if there is any other information you need.

Thanks again,

Kirk Hopkins

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Office 308.382.1011 | Email kirk@btsgi.com | LinkedIn: [Linkedin.com/in/kirkhopkins](https://www.linkedin.com/in/kirkhopkins)

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MASTER SERVICES AGREEMENT

1. This Master Services Agreement (“Agreement”) is entered into on the MSA Effective Date by and between - Customer (as described on the Signature Page of this Agreement) and Greenfly Networks Inc., d/b/a Clearfly Communications (“**Clearfly**”) located at 450 Townsend St Ste 100, San Francisco, CA, 94107. This Agreement provides the general terms and conditions applicable to Customer’s purchase of communications services as provided hereunder by Clearfly.

2. Services.

(a) Scope. This Agreement governs Customer’s purchase and Clearfly’s provision of telecommunications equipment and services (collectively, the “**Service(s)**”). These Services are more fully described in the applicable Service documents (each, a “**Service Schedule**”) available at <https://portal.clearfly.net/>, which may be modified, from time to time, at the sole discretion of Clearfly.

(b) Restrictions. The Services are provided for Customer’s sole and exclusive benefit. Accordingly, Customer may not rent, lease, lend, redistribute, resell or otherwise make the Services available to any third party. Without limiting the foregoing, at all times during the MSA Term (defined below) Customer agrees to abide by Clearfly’s Acceptable Use Policy located at <https://www.clearfly.net/legal/aup> and Clearfly’s Portal Terms and Conditions located at <https://portal.clearfly.net/>, where each may be modified, from time to time, at the sole discretion of Clearfly.

(c) Rate Schedule. Clearfly will provide Customer with a proposed list of Services detailing the monthly recurring charges, usage-based rates and non-recurring price elements applicable to the proposed Services (the “**Rate Schedule**”). The Rate Schedule shall also contain the minimum duration for which Services may be provided (“**Contract Term**”).

(d) Submission and Acceptance of Service Order(s). Customer may submit requests for Services in a form designated by Clearfly (the “**Service Order(s)**”). Service Orders shall contain the quantity of Services ordered and the Customer address at which Services will be provided (the “**Service Location**”) Clearfly may accept or reject any Service Order, in its sole discretion. Clearfly will notify Customer of acceptance of the Service Order by delivering (in writing or electronically) a confirmation (the “**Firm Order Confirmation**”) containing the estimated date by which Clearfly will install Service (the “**Firm Order Commit Date**”). If Customer submits Service Orders electronically, Customer shall assure that any passwords or access devices are made available only to those having authority to submit or receive Service Orders.

(e) Management Group. Customer may designate Customer’s business partner (the “**Management Group**”), so authorized by the Customer through submission of an approved form of a Letter of Agency to Clearfly, to submit Service Orders and/or Change Orders (defined below) and otherwise communicate directly to Clearfly on the Customer’s behalf. Customer hereby agrees it will be bound by any such Service Orders or Change Orders submitted by its authorized Management Group and accepted by Clearfly, in accordance with this Section.

(f) Changes. Customer or Management Group may request changes to the Services by describing such changes in a request, submitted in an approved form (the “**Change Order**”) to Clearfly. Clearfly, in its sole discretion, may accept or reject any Change Order by notification to Customer within fifteen (15) days of Clearfly’s receipt of same. If Clearfly elects to accept a Change Order, then Clearfly will provide Customer with a Firm Order Confirmation, inclusive of a Firm Order Commit Date and a written estimate of any additional fees that apply based on Clearfly’s then-current charges for moves, adds, or changes (“**Fee Schedule**”) located at <https://portal.clearfly.net/>, which Clearfly reserves the right to amend, from time to time, and in its sole discretion. Upon timely receipt of Customer’s written or electronic acceptance of the Firm Order Confirmation, Clearfly will execute the Change Order.

(g) Equipment. As between the parties, Clearfly retains all right, title and interest in and to all hardware (and any software or firmware included therein) provided to Customer under this Agreement (collectively, “**Equipment**”). Customer warrants that it will: (i) use Equipment only for the purpose of receiving the Services and in accordance with this Agreement, Clearfly’s written instructions that may be communicated to Customer from time-to-time during the Contract Term and/or any written end user terms and conditions that may be provided to Customer with the Equipment; (ii) not decompile, disassemble or reverse engineer any Equipment; (iii) not to create or allow any charges, liens, pledges or other encumbrances to be created over the Equipment; (v) permit Clearfly to inspect, test, maintain and replace the Equipment at all reasonable times during the Term upon reasonable advance notice; and (vi) upon any expiration or termination of this Agreement, comply with Section 4(g)(i) in this Agreement. Customer is liable for any lost or stolen Equipment once it is received at the Service Location, and for damages to Equipment caused by (y) Customer’s acts, omissions or breach of this Agreement; or (z) any Customer facilities, equipment, personnel or contractors.

(h) Maintenance. Clearlyly may from time-to-time suspend Customer access to the Services in order to perform scheduled maintenance. Scheduled maintenance will not normally result in Service interruption, however, if scheduled maintenance requires Service interruption, Clearlyly will: (i) provide Customer with reasonable advance notice of any such suspensions, (ii) work with Customer to minimize such interruptions and (iii) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time.

3. Fees and Payments

(a) Invoices. Customer will pay Clearlyly all amounts owed for Services (“**Service Fees**”) based on the quantities, amounts and Contract Term start date set forth in the Service Order(s) and any applicable addendum(s) to the Service Order. Clearlyly will invoice Customer for all Service Fees in accordance with the billing methodology described within the applicable Service Schedule(s). Customer will be able to view and download these invoices via Clearlyly’s online portal located at <https://portal.clearlyly.net/>. Clearlyly will provide an email copy of the invoice, and notification to Customer when invoices are available for download from the above link.

(b) Taxes and Surcharges. Clearlyly’s Service Fees are exclusive of all local, state, federal and foreign taxes, levies, or duties of any nature, including but not limited to value added, consumption, sales, use, gross receipts, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges) along with similar charges stated in a Customer Invoice (collectively “**Taxes and Surcharges**”). Customer is solely responsible for payment of all applicable Taxes and Surcharges, excluding only United States taxes based on Clearlyly’s net income. If Clearlyly must pay or collect taxes or surcharges for which Customer is responsible under this Section, Clearlyly will invoice the applicable amount to Customer and Customer will repay Clearlyly for all such invoiced Taxes and Surcharges, unless Customer has provided Clearlyly with a valid tax and/or surcharge exemption certificate authorized by the appropriate administration oversight authority prior to the issuance of such invoice. Taxes and Surcharges assessed before proof of exemption is delivered by Customer and accepted by Clearlyly will not be refunded regardless of the effective date of the tax or surcharge exemption provided. Upon Clearlyly’s acceptance of such tax or surcharge exemption, it remains the sole responsibility of the Customer to notify Clearlyly, in writing, if and when such exemption becomes no longer applicable. Customer agrees to indemnify and hold Clearlyly harmless from and against any taxes or surcharges (including any interest and/or penalties) levied or asserted against Clearlyly as a result of its provision of Services under this Agreement.

(c) Payment. Customer will pay the balance of all amounts owed to Clearlyly within fifteen (15) days of the date of the invoice (the “**Invoice Date**”) on which said amounts first appear (or other date as specified by Clearlyly, in its sole discretion) (the “**Due Date**”). If Customer fails to pay any amounts owed to Clearlyly by the applicable Due Date, then Customer will be assessed by Clearlyly a late fee (“**Late Fee**”) equal to (i) one and one-half percent (1½%) per month of the unpaid balance due, the result not below the Late Fee administrative processing cost of \$30.00; or (ii) the maximum amount allowed by law. The Late Fee will be assessed on all balances due and unpaid as of twenty-five (25) days after the Invoice Date, and assessment will be considered written notification to Customer of a material breach of this Agreement. Any balance due that remains unpaid and outstanding as of forty-five (45) days after the Due Date will be cause for termination of the Service.

(d) Security Deposit. To the extent Clearlyly, in its own determination, finds that the financial condition of the Customer has substantially deteriorated at any time during the MSA Term (defined below), Clearlyly reserves the right to demand a deposit for security of payment (“**Security Deposit**”) in the amount of either (i) the sum of the invoiced Service Fees from the previous two invoices, or, (ii) in the case of customers for which two invoices have not yet been rendered, two times the monthly recurring amount of Service Fees listed on the Customer’s Service Order(s). Such determination may, for example, be made if the Customer incurs a Late Fee for three successive months. Customer must submit, and Security Deposit must be received by Clearlyly within ten (10) days of such demand notice or Service(s) may be terminated under Section 4(c) following, with Customer having already received three notices of breach (i.e. the Late Fee notice), and having failed to remedy such breach. For the removal of doubt, successive failures to remit total amounts due in timely fashion constitute a continuing breach and not separate breaches.

(e) Alternative Payment Method Convenience Fee (“Convenience Fee”). Clearlyly accepts ACH and paper check submission as its default methods of Customer payment. For Customer convenience, Clearlyly will provide an alternative method of payment, accessed by the Customer through use of the Internet. Customer hereby acknowledges that such provision is a convenience, provided at material cost to Clearlyly. Such cost is recovered through the Convenience Fee, assessed only on Customers using this alternative method of payment. The Convenience Fee is 3% of the transaction amount. The Convenience Fee will be reflected on the Clearlyly invoice as an included charge of an alternative remittance amount for Customers choosing this payment method.

4. Term and Termination.

(a) "MSA Term" means the term of this Agreement and shall extend in perpetuity, or until such time as all obligations of Clearfly and Customer have been fulfilled under this Agreement for all Services provided by Clearfly through Service Orders executed under this Agreement.

(b) If Clearfly, continues to provide any Service to Customer after the Contract Term of such Service expires, it will do so at Clearfly's then current rates for successive thirty (30)-day periods, from the expiration date until such Service is terminated in accordance with this Section 4 ("Month-to-Month Term"), or until a replacement Service Order for such Service is executed by the parties.

(c) Termination for Cause. Either party may terminate any Service associated with the Agreement upon thirty (30) days' prior written notice if the other party is in material breach of this Agreement and fails to remedy the breach within the thirty (30)-day notice period.

(d) Termination for Convenience. Either party may terminate any Service associated with the Agreement for any or no reason upon no less than thirty (30) days' prior written notice to the other party.

(e) Termination for Conditions Beyond Clearfly's Control. Customer understands and hereby acknowledges that Clearfly may obtain the use of physical transmission facilities to the Service Location through various arrangements with underlying facilities-based providers. Therefore, Clearfly reserves the right to terminate any Service associated with this Agreement, in whole or in part, with sixty (60) days' prior written notice, if Clearfly is unable to secure and/or maintain its access to such third-party transmission facilities.

(f) Regulatory and Legal Changes. THIS SECTION APPLIES ONLY TO SERVICES AND DOES NOT PERTAIN TO CHANGES IN APPLICABLE TAXES AND/OR SURCHARGES. If any change in applicable law, regulation, rule or order materially affects delivery of any Service provided under this Agreement, the parties will negotiate appropriate changes to the affected Service documents and/or this Agreement. If the parties are unable to reach agreement within 30 days after either party's delivery of written notice to the other requesting renegotiation: (i) Clearfly may pass any increased costs relating to delivery of the Service through to Customer and (ii) if Clearfly does so, Customer may terminate the affected Service without termination liability by delivering written notice to Clearfly within 30 days of receiving written notice that Clearfly is passing along the increased costs.

(g) Effects of Termination.

(i) Customer Obligations. Within thirty (30) days following the expiration or termination of the Contract Term of any Service associated with the Agreement, Customer must (i) pay to Clearfly all outstanding balances for Service Fees; (ii) either return or permanently destroy all Clearfly Confidential Information within its possession or control and promptly certify the same in writing to Clearfly upon Clearfly's request; and (iii) return, in undamaged condition, all Clearfly Equipment associated with such Service. In connection with clause (iii) in the foregoing sentence, (a) Clearfly will provide Customer with a pre-paid shipping label that Customer may use to return all Equipment; (b) Customer bears the risk of loss for such Equipment until it is delivered to the shipping company set forth on the shipping label in undamaged and properly packaged condition; and (c) Customer acknowledges and agrees that (y) Clearfly will continue billing Customer for Equipment until it has been delivered to the shipping company set forth on the shipping label; and (z) except in the case of a Month-to-Month Term, if any Equipment is not returned to Clearfly within forty-five (45) days following the date of Contract Term expiration or termination, then Customer will be charged the manufacturer's then-current retail price for the non-returned Equipment.

(ii) Early Termination Fee. If Customer terminates any Service associated with this Agreement under Section 4(d) above, then Customer must pay to Clearfly, within ten (10) days of the termination date, a fee equal to the sum of (i) all outstanding Service Fees; and (ii) the sum of recurring monthly Service Fees listed in the Service Order times the number of months remaining in the Contract Term, for each terminated Service. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING AMOUNT (I) IS A GENUINE PRE-ESTIMATE OF CLEARFLY'S LOSS THAT WILL ARISE FROM CUSTOMER'S EARLY TERMINATION OF THIS AGREEMENT BECAUSE THE ACTUAL AMOUNT IS IMPOSSIBLE TO CALCULATE, AND (II) SHALL NOT BE DEEMED OR CONSIDERED A PENALTY TO CUSTOMER. For the avoidance of doubt, the foregoing liquidated damages provision does not apply to any Month-to-Month Term.

(iii) Survival. This Agreement will survive any termination or expiration of the Contract Term of any Service provided under this Agreement.

5. 911 and E911 Notice and Disclosure. The Federal Communications Commission requires that Clearly, like all Voice Over Internet Protocol (“VoIP”) service providers, informs its customers of any differences between the 911 and E911 access capabilities available through the Services (“VoIP 911 and E911 Service”) as compared to the 911 and E911 access capability available with traditional wireline non-VoIP telephone service. **By executing this Agreement, Customer affirmatively acknowledges that (i) it has read and understands this Section 5, (ii) it may not be able to contact emergency services by dialing 9-1-1 using the VoIP 911 and E911 Service as further described below, and (iii) it must inform users of the Services that they may not be able to contact emergency services by dialing 9-1-1 using the VoIP 911 and E911 Service.**

(a) **THE VOIP 911 AND E911 SERVICE MAY NOT OPERATE DURING A POWER OUTAGE EVEN IF CUSTOMER HAS MADE BACKUP POWER PROVISIONS FOR CUSTOMER PREMISE EQUIPMENT.** Customer understands and acknowledges that the VoIP 911 and E911 Service may not function in the event of a power failure or disruption and may not operate even if Customer has made provisions to alleviate a loss of power condition at the Service Location. Should there be an interruption in the utility-provided power to the Service Location, the Services, including the VoIP 911 and E911 Service, may not function until utility-provided power is restored. Further, the Equipment may need to be reset in order to return to operational status.

(b) **THE VOIP 911 AND E911 SERVICE WILL NOT OPERATE IF CUSTOMER’S BROADBAND CONNECTION IS DISRUPTED.** Customer understands and acknowledges that service outages, interruptions or degradation, or termination or suspension for any reason, of service by your broadband provider and/or ISP or by Clearly will prevent Customer from using the Services, including the VoIP 911 and E911 Service.

(c) **THE VOIP 911 AND E911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST IF CUSTOMER DISABLES, DAMAGES OR MOVES THE EQUIPMENT TO A LOCATION OTHER THAN THE REGISTERED ADDRESS OF THE SERVICE LOCATION SET FORTH IN THE SERVICE ORDER.** Customer understands and acknowledges that VoIP 911 and E911 Service may not function properly if Customer moves the Equipment to a street address different than that of the Service Location, set forth in the Service Order or subsequent addendum. Customer also acknowledges that it may take up to 12 hours for any change in Service Location address to be processed. Accordingly, Customer must notify Clearly at least ten (10) days in advance of any and all planned changes to any Service Location address set forth in the Service Order by contacting Clearly at support@clearfly.net. Failure to provide the current and correct Service Location address may result in any 911 call Customer makes being routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location.

(d) **EMERGENCY PERSONNEL MAY NOT BE ABLE TO IDENTIFY CUSTOMER’S PHONE NUMBER IN ORDER TO CALL CUSTOMER BACK.** Customer understands and acknowledges that public safety answering point (“**PSAP**”) and emergency personnel may not be able to identify Customer’s telephone number in order to call Customer back if a call from the Customer’s Service Location to the PSAP cannot be completed, is dropped or disconnected and/or if Customer’s VoIP 911 or E911 Service is not operational for any reason.

6. Confidential Information.

(a) Definition. “**Confidential Information**” means all non-public information disclosed by one party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, which is either designated as confidential at the time of disclosure or reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business and marketing plans, software, technology and technical information, and product or service specifications. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

(b) Protection. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure

(to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. Customer Privacy. Clearly respects Customer's privacy. Accordingly, Clearly's information collection, use and disclosure practices with respect to Customer's use of the Services are set forth in its Privacy Policy located at <https://www.clearfly.net/legal/privacy>, and its Customer Proprietary Network Information Policy located at <https://www.clearfly.net/legal/cpni> which are hereby incorporated herein.

8. Representations and Warranties.

(a) Mutual. Each party hereby represents and warrants to the other party that: (i) it is duly organized and validly existing under the laws of the state of its incorporation; (ii) the person executing the Agreement on behalf of the party is authorized to do so; (iii) the execution, delivery and performance of the Agreement by such party does not violate any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it; and (iv) such party will comply with all applicable federal, state and local laws, rules and regulations in fulfilling its obligations hereunder.

(b) Warranty Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 8, CLEARFLY PROVIDES THE SERVICES TO CUSTOMER ON AN "AS IS" BASIS. ACCORDINGLY, CLEARFLY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (I) CLEARFLY WILL NOT BE LIABLE TO CUSTOMER FOR (A) ANY LIABILITIES OR LOSSES ARISING FROM THE 911 OR E911 SERVICES, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF REVENUES (INCLUDING, WITHOUT LIMITATION, SUCH LOSSES IN ANY WAY RELATED TO WHITE PAGES DIRECTORY LISTINGS); AND (II) CLEARFLY'S TOTAL LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT THAT CUSTOMER HAS PAID TO CLEARFLY UNDER THIS AGREEMENT.

10. Indemnification. Customer hereby agrees it will defend, indemnify and hold harmless Clearly, its officers, directors, employees, affiliates and agents, from any and all third party claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from Customer's breach of this Agreement.

11. Dispute Resolution.

(a) Mandatory Arbitration. THE PARTIES AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUCCESSORS AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(i) Commencing Arbitration. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (the "Arbitration Notice"). The Arbitration Notice should be sent to the attention of the other party's signatory to this MSA, at its address first set forth above. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (the "Demand"). If the parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, then either party may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") WILL ADMINISTER THE ARBITRATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES ("Rules"), AS MODIFIED BY THESE TERMS. The Rules and AAA forms are available at www.adr.org.

(ii) Arbitration Proceeding. The arbitration will be in English. A single independent and impartial arbitrator will be appointed pursuant to the Rules, as modified herein. The parties agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (i) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(iii) No Class Actions. EACH PARTY AGREES THAT IT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID.

(iv) Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within one hundred twenty (120) days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional thirty (30) days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply California law in conducting the arbitration. The parties acknowledge that this Agreement and Customer's receipt of the Services evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in this Agreement.

(b) Equitable Relief. The foregoing provisions of this Dispute Resolution section do not apply to any claim in which Clearly seeks equitable relief of any kind. Customer acknowledges that, in the event of a breach of this Agreement by Clearly or any third party, the damage or harm, if any, caused to Customer will not entitle Customer to seek injunctive or other equitable relief against Clearly, and Customer's only remedy will be for monetary damages, subject to the limitations of liability set forth in this Agreement.

(c) Claims. The parties agree that, notwithstanding any other rights each may have under law or equity, any cause of action arising out of or related to this Agreement, excluding a claim for indemnification, must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

(d) Improperly Filed Claims. All claims Customer brings against Clearly must be resolved in accordance with this Dispute Resolution section. All claims filed or brought contrary to this Dispute Resolution section will be considered improperly filed. Should Customer file a claim contrary to this Dispute Resolution section, Clearly may recover attorneys' fees and costs up to \$5,000, provided that Clearly has notified Customer in writing of the improperly filed claim, and Customer has failed to promptly withdraw the claim.

(e) Enforceability. If only Section 11(a)(ii) or the entirety of this Section 11 is found to be unenforceable, then the entirety of this Section 11 will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 12(b) will govern any action arising out of or related to this Agreement.

12. General Provisions.

(a) Order of Precedence. In the event of any conflict or inconsistency between the terms in this Agreement and the Service Order, the terms in this Agreement will control.

(b) Governing Law and Venue. This Agreement will be governed by the laws of the State of California, without regard to its conflicts of law principles. Any disputes arising under this Agreement must be heard solely in the state or federal courts located San Francisco County, California. Each party hereby waives any right to challenge the exclusive venue of these courts.

(c) Severability. In the event that any court or administrative agency with proper jurisdiction determines that any provision of this Agreement is unenforceable, that provision will be deemed severed from this Agreement, but the remainder of this Agreement will remain in full force.

(d) Waiver. All waivers of rights under this Agreement must be made in writing and signed by an authorized representative of the party making the waiver.

(e) Assignment. This Agreement may not be assigned by Customer without the prior express written consent of Clearfly. Clearfly may assign this Agreement in its sole discretion without notice to or consent from Customer to any successor in connection with any merger, acquisition, reorganization or sale of all or substantially all of its assets or the portion of its business to which this Agreement relates. Any assignment or attempted assignment in violation of this Section will be void.

(f) Amendment. This Agreement may not be amended except in writing signed by authorized representatives of both parties.

(g) Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. For the avoidance of doubt, electronic signatures will be given the same effect as ink signatures.

(h) Entire Agreement. This Agreement, including all associated Service Order(s) (as individually and separately accepted by Clearfly under its Service Order Acceptance practices which may change from time to time at Clearfly's sole discretion), (i) constitutes the entire agreement and understanding between the parties with respect to Customer's purchase of access to the Services; and (ii) supersedes all prior or contemporaneous agreements, whether oral, written, express or implied, between the parties.

(i) Notices. All communications, notices and disclosures required or permitted by this Agreement will be in writing and directed to the attention of the other party's signatory to this MSA, at its address first set forth above, and will be deemed to have been given at the earlier of the date: (i) when delivered personally or by messenger or by overnight delivery service by a recognized commercial carrier; (ii) three (3) days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested; or (iii) when received via electronic mail or facsimile transmission and confirmed by telephone or reply e-mail, in all cases addressed to the party at its address set forth above, or to such other address as a party will have designated by notice in writing to the other party in accordance with this sentence.

(j) Force Majeure. Neither party to this Agreement will be liable to the other party for any failure or delay in fulfilling an obligation under this Agreement, if that failure or delay is attributable to circumstances beyond its control, including any fire, power failure, labor dispute, or government action or inaction ("**Force Majeure Event**"). If a party's performance is delayed or prevented by a Force Majeure Event, that party will immediately provide notice of the delay or failure to the other party. The deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure Event.

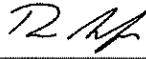
Thank you for choosing Clearfly!

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the MSA Effective Date.

**GREENFLY NETWORKS INC. D/B/A
CLEARFLY**

CUSTOMER



Signature

City of Saint Paul – Nebraska

Name

Tim Dodge

Name

704 6TH STREET

Address

VP Operations

Title

SAINT PAUL, NE 68873

City, State ZIP

9/24/2019

Date Signed (MSA Effective Date)

47-6006345

Tax Identifier (EIN/SSN)

Signature of authorized person

Name **Joel M. Bergman, Mayor**

Signature

October 21, 2019

Date Signed

LETTER OF AGENCY

To: Clearfly ("Clearfly")

City of Saint Paul – Nebraska ("Customer"), hereby authorizes **Business Telecommunication Systems** ("Third Party"), to act as agent ("Agent" and "Management Group") in dealings with Clearfly to implement the installation of any and all services provided to Customer by Clearfly, (the "Telecommunication Services", including equipment and software) at all locations in facilities owned or leased to or by Customer.

Clearfly is hereby released from any and all liability for making pertinent information available to the Agent and for following the Agent's instructions with reference to the above-mentioned Telecommunication Services, including those resulting in additions to, changes to or maintenance of the Telecommunication Services.

Clearfly may deal directly with the Agent on all matters pertaining to the Telecommunication Services including activities that would cause Customer to incur charges or other liabilities and should follow the Agent's instructions with reference thereto. This Letter of Agency does not supersede the vested interest of Customer in the total operation of its telecommunications service.

This authorization will remain in effect until a notice of revocation is provided to Clearfly by Customer and subsequently acknowledged by Clearfly in writing.

I hereby certify that I am an officer and/or employee of Customer and am legally authorized to act on Customer's behalf pursuant to this Letter of Agency.

Customer: City of Saint Paul – Nebraska

Summary Account: SBN106209

Name Joel M. Bergman, Mayor

Signature _____

Date October 21, 2019

CITY OF SAINT PAUL
704 6TH STREET
SAINT PAUL, NEBRASKA 68873

*JJ Green
Present!*

NOTICE OF TIME AND PLACE OF
SPECIAL MEETING

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAINT PAUL, NEBRASKA, WILL BE HELD AT **6:00 P.M., MONDAY, OCTOBER 21, 2019** IN THE CITY COUNCIL CHAMBERS. THIS MEETING WILL BE OPEN TO THE PUBLIC. AN AGENDA FOR SUCH MEETING IS KEPT CONTINUALLY CURRENT AND IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY CLERK AT THE CITY UTILITIES OFFICE. **THE PURPOSE OF THIS MEETING IS TO DISCUSS THE UNION CONTRACT AND THE EMPLOYEE'S HEALTH INSURANCE COVERAGE.** POSTED THIS 9TH DAY OF OCTOBER 2019.

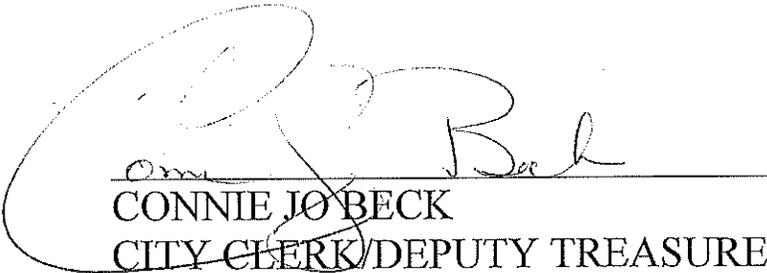


CONNIE JO BECK
CITY CLERK/DEPUTY TREASURER

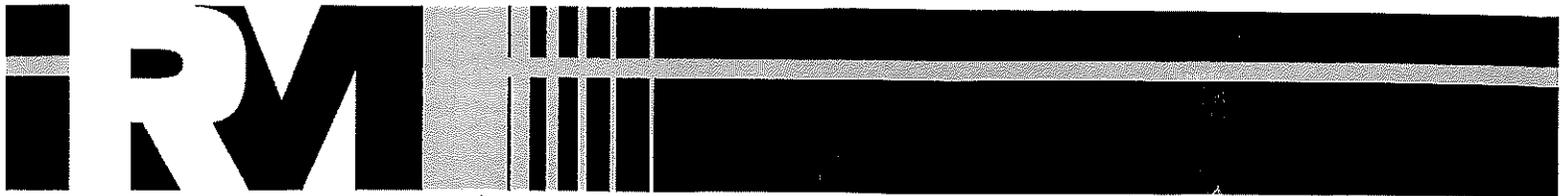
CITY OF SAINT PAUL
704 6TH STREET
SAINT PAUL, NEBRASKA 68873

NOTICE OF TIME AND PLACE OF
SPECIAL MEETING

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAINT PAUL, NEBRASKA, WILL BE HELD AT **5:30 P.M., MONDAY, NOVEMBER 4, 2019** IN THE CITY COUNCIL CHAMBERS. THIS MEETING WILL BE OPEN TO THE PUBLIC. AN AGENDA FOR SUCH MEETING IS KEPT CONTINUALLY CURRENT AND IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY CLERK AT THE CITY UTILITIES OFFICE. **THE PURPOSE OF THIS MEETING IS FOR THE NEGOTIATIONS OF THE IBEW 1597 UNION CONTRACT BETWEEN THE CITY OF SAINT PAUL AND IBEW 1597 UNION.** POSTED THIS 9TH DAY OF OCTOBER 2019.



CONNIE JO BECK
CITY CLERK/DEPUTY TREASURER



OVERLAND READY MIXED CONCRETE

423 West 3rd Street, P.O. Box 418

York, NE 68467

Phone: (402) 362-6643

Fax: (402) 362-6750

October 4, 2019

TO: Our Valued Customers

RE: Price Increase for 2020

Howard Avenue

The employees of Overland Ready Mixed Concrete Company would like to thank you for being our business partner. We strive to provide you with a quality product and value for your dollar. We hope that we have performed above your expectations and will continue to be your supplier of choice.

We want to provide you with as much early notice as possible for pricing next year's work. We are anticipating a 5% - 7% increase in the price of concrete for 2020. This increase will take effect January 1, 2020, so please factor in the increase on any work you will be bidding for next year. This is based on the price increase notices we are receiving from our suppliers along with increases in energy, transportation, labor, environmental as well as governmental compliance costs.

We will get you a new price list sometime in November once we have firmed up all the new costs we will have for 2020.

Thanks again for your business; we truly do value our relationship with you and your company.

Sincerely,
Overland Ready Mixed Concrete Company

Kraig V. Kuhnel

Kraig Kuhnel
General Manager

Kelly Naslund

Kelly Naslund
Sales Manager



RESOLUTION 2019-22

WHEREAS, budgets for the 2019-2020 fiscal year for subdivisions in Howard County have been approved and adopted by the subdivision and,

WHEREAS, the levies have been certified to the County Clerk upon the subdivisions filing their budgets and resolutions in the office of the County Clerk and,

WHEREAS, the valuations for subdivisions have been set, and the county valuation has been certified at \$1,368,164,558 by the County Assessor.

BE IT THEREFORE RESOLVED by the Howard County Board of Equalization to approve the 2019-2020 tax levies for the following subdivisions and certify them as follows:

| | Levy |
|---|----------|
| County General | 0.169192 |
| <i>2019</i> | |
| <u>Howard County Agricultural Society</u> | |
| General | 0.002638 |
| Sinking | 0.000502 |
| <u>Howard County Historical Society</u> | |
| General | 0.000842 |
| School Districts | |
| <u>No. 1 St. Paul Public School</u> | |
| General | 0.797831 |
| Special Building | 0.039892 |
| Bond | 0.083613 |
| <u>No. 100 Centura</u> | |
| General | 0.991417 |
| Special Building | 0.021605 |
| <u>No. 103 Elba Public School</u> | |
| General | 0.930508 |
| CITIES AND VILLAGES | |
| <u>St. Paul</u> | |
| General | 0.496640 |
| Bond | 0.158925 |
| Total | 0.655565 |
| <u>Cushing</u> | |
| General | 0.159187 |
| <u>Elba</u> | |
| General | 0.391520 |

Levy Correct 10-8-19

RESOLUTION 2019-22

| CITIES AND VILLAGES (Continued) | Levy |
|---|----------|
| <u>Boelus</u> | |
| General | 0.350738 |
| <u>Cotesfield</u> | |
| General | 0.350000 |
| <u>Dannebrog</u> | |
| General | 0.450000 |
| <u>Farwell</u> | |
| General | 0.374848 |
| RURAL FIRE PROTECTION DISTRICTS | |
| <u>St. Paul Fire District</u> | |
| General | 0.012534 |
| Sinking | 0.003299 |
| Ambulance | 0.000660 |
| <u>Boelus Fire District</u> | |
| General | 0.017319 |
| Bond | 0.012225 |
| Sinking | 0.003566 |
| <u>Dannebrog Fire District</u> | |
| General | 0.026499 |
| Bond | 0.011532 |
| <u>Elba Fire District</u> | |
| General | 0.022382 |
| Bond | 0.028136 |
| <u>Farwell Fire District</u> | |
| General | 0.008975 |
| Sinking | 0.009228 |
| MISCELLANEOUS SUBDIVISION | |
| <u>Loup Basin Reclamation District #1</u> | |
| General | 0.027057 |
| Bond | 0.005645 |

RESOLUTION 2019-22

Dated this 8th day of October 2019.

HOWARD COUNTY BOARD OF COMMISSIONERS

Kathy Hirschman
Kathy Hirschman, Chairman

David Boehle
Dave Boehle

Rance Lierman
Rance Lierman

ATTEST:

Bev Sack
Bev Sack, Howard County Clerk

STATE OF NEBRASKA
HOWARD COUNTY SS.
FILED FOR RECORD
MO Oct DAY 8 20 19
AT 9:30 O'CLOCK A.M. RECORDED
IN BOOK Resolutions PAGE 29
Bev Sack COUNTY CLERK
FEE _____ BY _____

State of Nebraska)
County of Howard)

I, the undersigned, County Clerk of the above named county and state, do hereby certify that the foregoing is a true copy of the original record as the same appears in my office.

Witness my hand and official seal this
8 day of Oct 2019
Bev Sack
County Clerk

By: _____





The City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

RESOLUTION NO. 2019-6

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of St. Paul passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

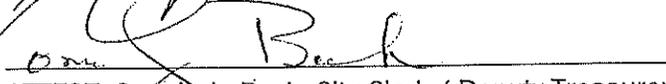
NOW, THEREFORE, the Governing Body of the City of St. Paul resolves that:

1. The 2019-2020 property tax request be set at \$631,250.00 for the General Fund and \$202,000.00 for the Bond Fund.
2. The total assessed value of property differs from last year's total assessed value by 1%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.671795 per \$100 of assessed value.
4. The City of St. Paul proposes to adopt a property tax request that will cause its tax rate to be \$.655565 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of City of St. Paul will exceed last year's by 10%.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2019.

Motion by Kezeor, seconded by Kowalski to adopt Resolution #2019-6. Voting yes: 3/1
Klancecky, Kezeor & Kowalski. Voting nay: Thompson

Dated this 3rd day of September 2019.


Joel M. Bergman, Mayor


ATTEST: Corinne Jo Beck, City Clerk / Deputy Treasurer



"This institution is an equal opportunity provider, and employer".



September 4, 2019 (Wednesday)

To: Bev Sack,
Howard County Clerk
St. Paul, NE 68873

I, Bev Sack received Resolution 2019-6; whereas, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of St. Paul passes by a majority vote a resolution or ordinance setting the tax request for the property tax request of the General and Bond Fund.

- Please sign below acknowledging that Bev Sack, County Clerk received Resolution 2019-6.



Bev Sack, Howard County Clerk

October 16, 2019

INVITATION FOR BIDS

The St. Paul Development Corporation, invites you to submit a sealed bid for:

***St. Paul Development Corporation
Middle Loup Subdivision
St. Paul, Nebraska – 2019***

The project is briefly described as follows:

Base Bid Section – A

The project consists of constructing approximately 12,000 SY of 7" concrete pavement with integral curb and gutter, approximately 3,200 LF of storm sewer pipe with structures, approximately 1,600 LF of sanitary sewer main with services, structures, and packaged lift station, approximately 800 LF of force main, approximately 2,500 LF of water main with services, dewatering, earthwork, and all other associated work as indicated on the drawings and within the specifications.

Base Bid Section – B

The project consists of construction approximately 1,000 SY of 10" doweled concrete pavement, approximately 10 LF of storm sewer pipe with structures, approximately 2,800 LF of polyurea striping, traffic control, and all other associated work as indicated on the drawings and within the specifications.

Sealed bids will be received for goods and services by the St. Paul Development Corporation, at the office of the St. Paul Development Corporation, 423 Howard Avenue, St. Paul, Nebraska 68873, until 2:00 p.m. local time on November 12, 2019, at which time the Bids received will be privately opened and read.

The Issuing Office for the Bidding Documents is: Olsson, 201 E 2nd Street, Grand Island, Nebraska 68801. Questions should be directed to Brian Friedrichsen, Engineer, at 308-384-8750.

Bidding Documents also may be examined at:

- Olsson, 201 E 2nd Street, Grand Island, Nebraska 68801
- St. Paul Development Corporation, 423 Howard Avenue, St. Paul, Nebraska 68873
- Grand Island Plan Service, 309 W 2nd Street, Grand Island, Nebraska 68801
- Hastings Builders Bureau, 301 S Burlington, Hastings, Nebraska 68901
- Kearney Builders Bureau, 1007 Second Avenue, Kearney, Nebraska 68847

A complete set of electronic plans, specifications, contract documents and proposal form may be obtained from www.questcdn.com for a fee of \$20.00 (non-refundable). Once logged into the site, insert eBidDoc project number 6349100– St. Paul Development Corporation Middle Loup Subdivision - 2019.

A complete set of electronic plans, specifications, contract documents and proposal form on a CD may be obtained from the Issuing office for a non-refundable charge of \$30.00.

A complete set of printed plans, specifications, contract documents and proposal form may be obtained from the Issuing office for a non-refundable charge of \$40.00. Unsuccessful bidders are requested to return the plans and specifications.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive at the St. Paul Development Corporation's office, prior to

the time and date specified above.

The St. Paul Development Corporation reserves the right to reject any and all bids and to waive informalities in bids submitted.

| 1 | SALES TAX #18 | 17-18 Actual | 18-19 Budget | 18-19 Estimate | 19-20 Budget |
|-----|--|----------------------|------------------------|---------------------------------------|--|
| 2 | REVENUE | | | | |
| 3 | Int. (504420 + CD 108847 & | \$ 2,792.00 | \$ 1,900.00 | \$ 2,600.00 | \$ 1,900.00 |
| 4 | 300277, Infrast. 102342) | | | | |
| 5 | 25% Sales Tax - Infrastructure | \$ 73,627.00 | \$ 69,682.00 | \$ 70,000.00 | \$ 68,000.00 |
| 6 | LB840 Princ. | \$ 81,559.00 | \$ 56,821.00 | \$ 67,000.00 | \$ 57,062.00 |
| 7 | LB840 Interest | \$ 9,816.00 | \$ 8,973.00 | \$ 9,075.00 | \$ 10,038.00 |
| 8 | LB840 Fines | \$ 280.00 | \$ - | \$ 120.00 | \$ - |
| 9 | Grant (DTR) | \$ 1,000.00 | \$ - | \$ 31,400.00 | \$ - |
| 10 | Sales Tax Proceeds | \$ 220,881.00 | \$ 216,000.00 | \$ 210,000.00 | \$ 203,200.00 |
| 11 | TOTAL REVENUES | \$ 389,955.00 | \$ 353,376.00 | \$ 390,195.00 | \$ 340,200.00 |
| 12 | OPERATING EXPENSE | | | | |
| 13 | Legal (Blight, DTR, Mainstreet Pl | \$ 545.00 | \$ 500.00 | \$ 258.00 | \$ 500.00 |
| 14 | Marketing (Chamber) \$9,000 | \$ 5,000.00 | \$ 5,000.00 | \$ 9,000.00 | \$ 9,000.00 |
| 15 | Check Order 300277 | \$ - | \$ 25.00 | \$ 12.00 | \$ 25.00 |
| 16 | Accounting - Dana Cole | \$ 1,850.00 | \$ 1,850.00 | \$ 1,850.00 | \$ 1,850.00 |
| 17 | CAPITAL OUTLAY | | | | |
| 18 | Improvements: Mid Loup Subd. & | \$ 143,860.00 | \$ 1,015,727.00 | \$ 400,000.00 | \$ 814,399.00 |
| 19 | ALL Improvements (per auditors) | | | | |
| 20 | Grant- Annex Housing Auth. | \$ 11,000.00 | \$ - | \$ - | \$ - |
| 21 | DEBT SERVICE | | | | |
| 22 | Trfr Out - Civic Loan Pymt | \$ - | \$ 75,000.00 | \$ 46,087.00 | \$ 75,000.00 |
| 23 | Trfr Out -Wtr Mid Loup Bond Pyt | \$ - | \$ - | \$ - | 2020-2021 |
| 24 | Trfr Out - Swr Mid Loup Bond Pyt | \$ - | \$ - | \$ - | 2020-2021 |
| 25 | Trfr Out- Str Mid Loup Bond Pyt | \$ - | \$ - | \$ - | 2020-2021 |
| 26 | Eco. Dev. | \$ 117,000.00 | \$ 117,000.00 | \$ 117,000.00 | \$ 117,000.00 |
| 27 | TOTAL EXPENDITURES | \$ 279,255.00 | \$ 1,215,102.00 | \$ 573,949.00 | \$ 1,017,774.00 |
| 28 | | | | | |
| 29 | NET ANNUAL CASH FLOW | \$ 110,700.00 | \$ (861,726.00) | \$ (183,754.00) | \$ (677,574.00) |
| *** | M. Mkt #504420 = \$117,623 | | | | |
| | Sav. #102-342 (Infrast.) = \$231,509 | | | | GIS - from 25% Infrastructure Fund = June 2018 |
| | Ckg Int #300277 = \$35,419 | | | | |
| | Time CD's = \$78,536 | | | | |
| *** | Middle Loup Subd Estimate \$1,662,600 | | | | |
| *** | LB840 Loans Open | Outstanding | Pymt Amount | | |
| | L & M Adventures - Barth 2% | \$ 122,267.00 | \$ 1,933.00 | Increased Loan \$120,000 (April 2015) | |
| | Love It! Salon (Default 2018) | \$ 4,880.00 | \$ - | With UCC Items Sold | |
| | U-Betcha Auto 2% | \$ 42,337.00 | \$ 1,150.00 | | |
| | Housing Authority 2% | \$ - | \$ - | Paid in Full 10-2018 | |
| | Herv's Transmission 2.85% | \$ 110,244.00 | \$ 908.92 | Addition (Jan) to Loan \$31,350 | |
| | Augy's Fitness 2% | \$ 58,597.00 | \$ 715.00 | | |
| | Northup Siding 2.70% | \$ 5,557.00 | \$ 116.00 | | |
| | Escape Tan 2.75% | \$ 7,521.00 | \$ 155.00 | | |

| | | | | | | | |
|--|-----------------|------|---------------|-------------|--|--|--|
| | Bed Head Coffee | 2.75 | \$ 94,298.00 | \$ 649.00 | | | |
| | | | | | | | |
| | Grand Total | | \$ 445,701.00 | \$ 5,626.92 | | | |
| | | | | | | | |
| | | | | | | | |
| | PAGE 18 | | | | | | |

| 1 | LIGHT #1 | 17-18 Actual | 18-19 Budget | 18-19 Estimate | 19-20 Budget |
|----|---------------------------------------|------------------------|------------------------|------------------------|------------------------|
| 2 | REVENUE | | | | |
| 3 | Rental: St NE, Pole Rent | \$ 3,215.00 | \$ 4,950.00 | \$ 4,950.00 | \$ 4,950.00 |
| 4 | Reconnect Fee 01-255 | \$ 835.00 | \$ 500.00 | \$ 300.00 | \$ 300.00 |
| 5 | Disconnect Notice Fee 01-256 | \$ 15,226.00 | \$ 13,500.00 | \$ 13,500.00 | \$ 13,500.00 |
| 6 | Bad Check Fee \$25 | \$ 275.00 | \$ - | \$ 100.00 | \$ - |
| 7 | Interest (504981 + 6 CD's) | \$ 9,055.00 | \$ 7,000.00 | \$ 8,500.00 | \$ 7,000.00 |
| 8 | Metered Sales 1% | \$ 2,623,263.00 | \$ 2,629,407.00 | \$ 2,629,407.00 | \$ 2,655,701.00 |
| 9 | Metered Cons. Dep. CC 01-491 | \$ 3,200.00 | \$ 1,500.00 | \$ 2,494.00 | \$ 1,500.00 |
| 10 | Reimburse: LARM | \$ 5,922.00 | \$ - | \$ 5,879.00 | \$ - |
| 11 | Sale Tx Form 10: 1% | \$ 174,556.00 | \$ 181,911.00 | \$ 181,911.00 | \$ 183,730.00 |
| 12 | No City Sales Tax: 1% | \$ 1,189.00 | \$ 1,190.00 | \$ 1,190.00 | \$ 1,202.00 |
| 13 | Grant (NPPD): Elect. car area \$-0- | \$ - | \$ - | \$ - | \$ - |
| 14 | TOTAL REVENUES | \$ 2,836,736.00 | \$ 2,839,958.00 | \$ 2,848,231.00 | \$ 2,867,883.00 |
| 15 | | | | | |
| 16 | EXPENSE | | | | |
| 17 | PERSONNEL SERVICES | | | | |
| 18 | Salary & Wages 3% | \$ 213,994.00 | \$ 213,008.00 | \$ 234,393.00 | \$ 241,379.00 |
| 19 | Overtime | \$ 9,402.00 | \$ 5,000.00 | \$ 8,588.00 | \$ 5,000.00 |
| 20 | Fica - 6.20% | \$ 13,000.00 | \$ 13,207.00 | \$ 15,064.00 | \$ 15,276.00 |
| 21 | Medicare - 1.45% | \$ 3,040.00 | \$ 3,089.00 | \$ 3,523.00 | \$ 3,573.00 |
| 22 | Pension 6% | \$ 13,246.00 | \$ 12,617.00 | \$ 14,579.00 | \$ 14,615.00 |
| 23 | Insur: Health 12% , Woodm, Life, | \$ 63,758.00 | \$ 51,706.00 | \$ 48,600.00 | \$ 59,964.00 |
| 24 | Health Ded, RCI | | | | |
| 25 | OPERATING EXPENSE | | | | |
| 26 | Prof & Sch (Mtr,Transf,Sub,CPR | \$ 1,487.00 | \$ 2,000.00 | \$ 1,409.00 | \$ 2,000.00 |
| 27 | Adm & Dues (Util Sec, Power | \$ 4,235.00 | \$ 3,900.00 | \$ 3,900.00 | \$ 3,900.00 |
| 28 | Pool, Sparqdata) | | | | |
| 29 | Legal Fees (Union Negotiations) | \$ 44.00 | \$ 1,000.00 | \$ 700.00 | \$ 1,000.00 |
| 30 | Communication - Digger/St of NE | \$ 1,468.00 | \$ 2,000.00 | \$ 1,950.00 | \$ 2,000.00 |
| 31 | Gas & Oil | \$ 6,344.00 | \$ 7,000.00 | \$ 6,900.00 | \$ 7,000.00 |
| 32 | Publish & Codif. (Rate Ord.) | \$ 243.00 | \$ 500.00 | \$ - | \$ 500.00 |
| 33 | Insurance (Liability) 10% | \$ 19,664.00 | \$ 21,500.00 | \$ 24,200.00 | \$ 26,620.00 |
| 34 | Public Utility (REA) 2% | \$ 1,953,646.00 | \$ 1,934,274.00 | \$ 1,781,700.00 | \$ 1,799,699.00 |
| 35 | Heritage UB ACH Fees \$25 Mthly | \$ 300.00 | \$ 300.00 | \$ 300.00 | \$ 360.00 |
| 36 | Uniforms - 01-20-268 | \$ 920.00 | \$ 950.00 | \$ 946.00 | \$ 950.00 |
| 37 | Util R & M (Cable, Transf, pedestals) | \$ 17,341.00 | \$ 40,000.00 | \$ 39,500.00 | \$ 40,000.00 |
| 38 | Vehicle R & M (Double Bucket) | \$ 3,100.00 | \$ 10,000.00 | \$ 9,000.00 | \$ 10,000.00 |
| 39 | Tools: hand held dock/laptop | \$ 2,245.00 | \$ 5,000.00 | \$ 2,000.00 | \$ 5,000.00 |
| 40 | Sale Tx Form 10 - Line Loss | \$ 173,028.00 | \$ 183,102.00 | \$ 165,600.00 | \$ 173,876.00 |
| 41 | Check Order 411-025 Heritage | \$ - | \$ 30.00 | \$ - | \$ 30.00 |
| 42 | Computer - Itron 1200, Banyon Support | \$ 3,679.00 | \$ 7,000.00 | \$ 6,900.00 | \$ 7,000.00 |
| 43 | \$3200, Ebilling 890, Cyber 1600 | | | | |
| 44 | Office Supplies | \$ 1,886.00 | \$ 3,000.00 | \$ 2,900.00 | \$ 3,000.00 |
| 45 | Postage | \$ 2,026.00 | \$ 2,500.00 | \$ 2,470.00 | \$ 2,500.00 |
| 46 | Acct Fees-Audit 13160,Budget 8460 | \$ 5,853.00 | \$ 5,964.00 | \$ 5,963.00 | \$ 6,140.00 |
| 47 | Util Refund - Trotter, Trueax | \$ 880.00 | \$ - | \$ 1,055.00 | \$ - |

| | | | | | |
|----|---|------------------------|------------------------|------------------------|------------------------|
| 48 | Meter Cons. Dep. CC 01-20-491 | \$ 3,200.00 | \$ 1,500.00 | \$ 2,494.00 | \$ 1,500.00 |
| 49 | Bldg R&M: Copier \$1000, Quonset | \$ 5,522.00 | \$ 4,000.00 | \$ 3,500.00 | \$ 7,000.00 |
| 50 | paint \$6000 | | | | |
| 51 | CAPITAL OUTLAY | | | | |
| 52 | Equip. Sink | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| 53 | Improve: Middle Loup Subdivision | \$ 8,999.00 | \$ 35,000.00 | \$ 34,000.00 | \$ 35,000.00 |
| 54 | (City absorbs Electrical) and | | | | |
| 55 | elect. Car charge station \$0 | | | | |
| 56 | DEBT SERVICE | | | | |
| 57 | Trfr Out (Gen. Util. Sup.) | \$ 15,767.00 | \$ 16,838.00 | \$ 16,838.00 | \$ 17,217.00 |
| 58 | Trfr Out (Police \$140,000) | \$ 236,810.00 | \$ 140,000.00 | \$ 140,000.00 | \$ 140,000.00 |
| 59 | Trfr Out (Park \$66,800.00) | | \$ 66,800.00 | \$ 66,800.00 | \$ 66,800.00 |
| 60 | TOTAL EXPENDITURES | \$ 2,791,127.00 | \$ 2,798,785.00 | \$ 2,651,772.00 | \$ 2,704,899.00 |
| 61 | | | | | |
| 62 | NET ANNUAL CASH FLOW | \$ 45,609.00 | \$ 41,173.00 | \$ 196,459.00 | \$ 162,984.00 |
| | <i>Rental - Pole Rent - Charter & Qwest</i> | | | | |
| | | | | | |
| | M. Mkt #504981 = \$23,718 | | | | |
| | Time CD's = \$221,328 | | | | |
| | ICS (Citizens) = \$305,617 | | | | |
| | Heritage #4100744 = \$257,966 | | | | |
| | | | | | |
| | 2018 UB Ebilling Module \$695 (one time fee) plus \$195 Annually | | | | |
| | 2019 Timecard Module - \$2500 | | | | |
| | 2019 Hand held Upgrade for Lights & Water: Lap top \$400 & Reader \$1800 | | | | |
| | 2019 Quonset moved to Northyards from TO Haas with placement of cement for flooring | | | | |
| | 2020 Quonset painting \$6,000 | | | | |
| | | | | | |
| | PAGE 1 | | | | |

| 1 | WATER #2 | 17-18 Actual | 18-19 Budget | 18-19 Estimate | 19-20 Budget |
|----|---|----------------------|----------------------|----------------------|----------------------|
| 2 | REVENUE | | | | |
| 3 | Fee, Permit, License (Well permit) | \$ 150.00 | \$ - | \$ 30.00 | \$ - |
| 4 | Rent (Exp 10/21) \$10,812 May/Oct | \$ 10,625.00 | \$ 9,000.00 | \$ 10,719.00 | \$ 10,812.00 |
| 5 | Interest (504189 + 7 CD's) | \$ 6,288.00 | \$ 5,000.00 | \$ 2,500.00 | \$ 1,500.00 |
| 6 | Special Assess | \$ 2,829.00 | \$ 1,616.00 | \$ 1,300.00 | \$ 1,363.00 |
| 7 | Assess Interest | \$ 493.00 | \$ 358.00 | \$ 2,146.00 | \$ 228.00 |
| 8 | Metered Sales (-20 million gal.) | \$ 621,544.00 | \$ 665,000.00 | 634,950.00 | \$ 634,950.00 |
| 9 | Metered Deposit 102415 Activity | \$ 2,750.00 | \$ - | 0.00 | \$ - |
| 10 | Shop Sales (Wtr Horn, Parts) | \$ 5,214.00 | \$ 650.00 | \$ 2,211.00 | \$ 650.00 |
| 11 | Antic. Bd: Ho Ave \$53,894; Mid Loup | \$ - | \$ 117,958.00 | \$ - | \$ 273,145.00 |
| 12 | \$219,251 | | | | |
| 13 | Reimb: Infill Fritz Lee \$10,982, Larm, | \$ 3,079.00 | \$ - | \$ 12,754.00 | \$ - |
| 14 | Disaster Relief | | | | |
| 15 | Trfr In - Sale Tax - Mid Loup Subd | \$ - | \$ - | \$ - | \$ - |
| 16 | Bond Pymt \$219,251 | | | | |
| 17 | TOTAL REVENUES | \$ 652,972.00 | \$ 799,582.00 | \$ 666,610.00 | \$ 922,648.00 |
| 18 | EXPENSE | | | | |
| 19 | PERSONNEL SERVICES | | | | |
| 20 | Wages: Switzer, Gorecki, Wrob 50%, | \$ 123,549.00 | \$ 126,205.00 | \$ 120,000.00 | \$ 151,299.00 |
| 21 | Berth 50%, new Sec 25% | | | | |
| 22 | Overtime - Water Testing, on call | \$ 5,059.00 | \$ 5,000.00 | \$ 6,544.00 | \$ 5,000.00 |
| 23 | Fica - 6.20% | \$ 7,342.00 | \$ 8,135.00 | \$ 7,845.00 | \$ 9,691.00 |
| 24 | Medicare - 1.45% | \$ 1,717.00 | \$ 1,903.00 | \$ 1,835.00 | \$ 2,266.00 |
| 25 | Pension 6% | \$ 7,716.00 | \$ 7,872.00 | \$ 7,593.00 | \$ 9,378.00 |
| 26 | Insur: Health 12%, Woodm, Life & | \$ 46,524.00 | \$ 36,082.00 | \$ 32,859.00 | \$ 42,624.00 |
| 27 | Health Ded., RCI | | | | |
| 28 | OPERATING EXPENSE | | | | |
| 29 | Prof. & Schools (All Licenses + Grade 3 | \$ 865.00 | \$ 2,200.00 | \$ 1,000.00 | \$ 2,500.00 |
| 30 | Adm & Dues (Util Sect, RW,Sparq, | \$ 3,779.00 | \$ 3,600.00 | \$ 3,000.00 | \$ 3,100.00 |
| 31 | BOK fees) | | | | |
| 32 | Legal Fees (Union & rate increase) | \$ 123.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 |
| 33 | Eng. Fees: Inspect. (Antic. Bd) | \$ - | \$ 2,000.00 | \$ 4,103.00 | \$ 6,055.00 |
| 34 | Ho Ave \$6,055 | | | | |
| 35 | Wire Fee (Bond Pymts) 8x4 | \$ 48.00 | \$ 40.00 | \$ 40.00 | \$ 40.00 |
| 36 | Communication - St of Ne, One Call | \$ 1,717.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,500.00 |
| 37 | Gas & Oil: Wellfield \$1000 & truck | \$ 3,183.00 | \$ 2,800.00 | \$ 3,500.00 | \$ 4,500.00 |
| 38 | Lab Sample | \$ 1,967.00 | \$ 2,000.00 | \$ 1,700.00 | \$ 1,700.00 |
| 39 | Publish: CCR, Backflow, Frozen Pipes | \$ 820.00 | \$ 600.00 | \$ 700.00 | \$ 700.00 |
| 40 | Insurance Liability 10% Flood | \$ 21,675.00 | \$ 23,000.00 | \$ 24,408.00 | \$ 26,849.00 |
| 41 | Public Utility (REA) 2% | \$ 16,120.00 | \$ 18,800.00 | \$ 16,000.00 | \$ 17,500.00 |
| 42 | City Lights | \$ 25,063.00 | \$ 25,000.00 | \$ 23,426.00 | \$ 25,000.00 |
| 43 | Blackhills Gas | \$ 2,565.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,600.00 |
| 44 | Uniforms | \$ 615.00 | \$ 650.00 | \$ 614.00 | \$ 650.00 |
| 45 | Water Meter Purch. | \$ 9,985.00 | \$ 17,000.00 | \$ 21,784.00 | \$ 25,000.00 |
| 46 | Utility R & M -Brass, valve, Filter 2 | \$ 17,174.00 | \$ 27,650.00 | \$ 25,000.00 | \$ 25,000.00 |

| | | | | | |
|----|--|------------------------|----------------------|----------------------|----------------------|
| 47 | Veh. R & M- Bk Hoe, TO Haas | \$ 2,535.00 | \$ 2,000.00 | \$ 3,000.00 | \$ 2,000.00 |
| 48 | (Helzer Truck to other Depts) | | | | |
| 49 | Tools: Meter Reader | \$ 760.00 | \$ 1,500.00 | \$ 2,800.00 | \$ 1,500.00 |
| 50 | Chemicals: (Chlor, Potassium, Mag) | \$ 4,294.00 | \$ 6,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| 51 | Computer: office \$3000, Cyber \$2000 | \$ 3,273.00 | \$ 18,200.00 | \$ 7,000.00 | \$ 7,000.00 |
| 52 | Office Supplies | \$ 1,531.00 | \$ 2,000.00 | \$ 1,500.00 | \$ 2,000.00 |
| 53 | Postage- lab, Box Permit, Postage 160 | \$ 2,332.00 | \$ 2,200.00 | \$ 2,000.00 | \$ 2,200.00 |
| 54 | Acct Fees-Audit 13160,Budget 8460 | \$ 5,853.00 | \$ 5,964.00 | \$ 5,963.00 | \$ 6,140.00 |
| 55 | Build R & M (Copier, Pest) | \$ 3,876.00 | \$ 3,000.00 | \$ 2,500.00 | \$ 3,000.00 |
| 56 | CAPITAL OUTLAY | | | | |
| 57 | Improve: Scada \$17500;fire file \$1200; | \$ 18,398.00 | \$ 156,211.00 | \$ 16,222.00 | \$ 287,060.00 |
| 58 | shelving \$1000, Ho. Ave. \$47,839 | | | | |
| 59 | Mid Loup 219,251 or Water Tank | | | | |
| 60 | Equipment Sinking (US-Partial Truck) | \$ 5,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 |
| 61 | Building Sinking | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 |
| 62 | DEBT SERVICE | | | | |
| 63 | Principal: 18-19 Wire came in Sept 2018 | \$ 726,950.00 | \$ 161,775.00 | \$ 73,650.00 | \$ 161,775.00 |
| 64 | of \$87,000, NOT October 2018 | | | | |
| 65 | Interest (Bonds) same for interest | \$ 64,978.00 | \$ 33,607.00 | \$ 23,100.00 | \$ 31,950.00 |
| 66 | Trfr Out to General - Util. Sup. | \$ 15,767.00 | \$ 16,838.00 | \$ 16,838.00 | \$ 17,217.00 |
| 67 | TOTAL EXPENDITURES | \$ 1,155,653.00 | \$ 752,332.00 | \$ 494,024.00 | \$ 918,794.00 |
| 68 | | | | | |
| 69 | NET ANNUAL CASH FLOW | \$ (502,681.00) | \$ 47,250.00 | \$ 172,586.00 | \$ 3,854.00 |
| | | | | | |
| | M.Mkt 504189 = \$28,999 | | | | |
| | Time CD's = \$117,569 | | | | |
| | ICS (Citizens) = \$59,278 | | | | |
| | | | | | |
| | Wellfield = Todd Wojtalewicz - Pymt May & October - \$10,812 Expires October 14, 2021 | | | | |
| | Wellfield = Clark Kosmicki - Pymt May & October - \$10,625 | | | | |
| | 5% increase on water rate & maintenance fee - July 1, 2018 | | | | |
| | Water Rate Increase ??? | | | | |
| | Water Tower Inspection 16-17 | | | | |
| | Filter 1 Repaired - 2015 | | | | |
| | *** Water Assessments - SEE ATTACHED | | | | |
| | 2019-2020 Howard Avenue Water - \$54,000 | | | | |
| | | | | | |
| | PAGE 2 | | | | |

| 1 | SEWER #3 | 17-18 Actual | 18-19 Budget | 18-19 Estimate | 19-20 Budget |
|----|---|----------------------|----------------------|----------------------|----------------------|
| 2 | REVENUE | | | | |
| 3 | Rental Lag. Exp 3/2022 \$7,000; Mar/Nov | \$ 6,400.00 | \$ 6,400.00 | \$ 6,700.00 | \$ 7,000.00 |
| 4 | Interest (504849; CD; ICS) | \$ 2,019.00 | \$ 1,460.00 | \$ 4,000.00 | \$ 2,000.00 |
| 5 | Special Assess (Kelly Court) | \$ 3,972.00 | \$ 2,107.00 | \$ 1,634.00 | \$ 1,727.00 |
| 6 | Assess Interest | \$ 608.00 | \$ 482.00 | \$ 2,020.00 | \$ 296.00 |
| 7 | Collections (3.2% increase = 6900) | \$ 316,368.00 | \$ 323,900.00 | \$ 310,000.00 | \$ 310,000.00 |
| 8 | Shop Sales - Rootx / Elba | \$ 270.00 | \$ - | \$ 48.00 | \$ - |
| 9 | Bond Antic. - Ho Ave \$106,536 & | \$ - | \$ 451,191.00 | \$ - | \$ 339,424.00 |
| 10 | Middle Loup Subd \$232,888 | | | | |
| 11 | 25% Infrast. \$60,000 #102342 | \$ - | \$ 45,000.00 | \$ - | \$ 60,000.00 |
| 12 | Sewer Comminutor (grinder) | | | | |
| 13 | Reimbursement (WC) | \$ 182.00 | \$ - | \$ 534.00 | \$ - |
| 14 | Trfr In - Sale Tax - Mid Loup Subd | \$ - | \$ - | \$ - | \$ - |
| 15 | Sewer Bond Pymt \$232,888 | | | | |
| 16 | TOTAL REVENUES | \$ 329,819.00 | \$ 830,540.00 | \$ 324,936.00 | \$ 720,447.00 |
| 17 | | | | | |
| 18 | EXPENSE | | | | |
| 19 | PERSONNEL SERVICES | | | | |
| 20 | Salary & Wages = Operator/seasonal | \$ 44,329.00 | \$ 59,615.00 | \$ 51,742.00 | \$ 52,251.00 |
| 21 | Overtime | \$ 1,530.00 | \$ 2,500.00 | \$ 1,000.00 | \$ 2,500.00 |
| 22 | Fica - 6.20% | \$ 2,653.00 | \$ 3,851.00 | \$ 3,270.00 | \$ 3,395.00 |
| 23 | Medicare - 1.45% | \$ 621.00 | \$ 901.00 | \$ 765.00 | \$ 794.00 |
| 24 | Pension 6% | \$ 2,752.00 | \$ 3,511.00 | \$ 3,164.00 | \$ 3,069.00 |
| 25 | Insur: Health 12%, Woodm, Life & RCI, | \$ 17,280.00 | \$ 19,531.00 | \$ 18,036.00 | \$ 19,884.00 |
| 26 | Health Ded | | | | |
| 27 | OPERATING EXPENSE | | | | |
| 28 | Prof & Sch (Matt, Jeremy, Bill) | \$ 937.00 | \$ 1,000.00 | \$ 400.00 | \$ 1,000.00 |
| 29 | Adm. & Dues-Util Sect, League, BOK, Sparq | \$ 2,404.00 | \$ 2,405.00 | \$ 1,900.00 | \$ 2,405.00 |
| 30 | Legal Fees | \$ 123.00 | \$ 250.00 | \$ 390.00 | \$ 250.00 |
| 31 | Eng Fee: Mech Plant \$???; Ho Ave 12,109 | \$ - | \$ 2,500.00 | \$ 6,500.00 | \$ 12,109.00 |
| 32 | Wire Bank Fees - \$8 each | \$ 12.00 | \$ 16.00 | \$ 16.00 | \$ 16.00 |
| 33 | Communication - Diggers | \$ 108.00 | \$ 300.00 | \$ 150.00 | \$ 300.00 |
| 34 | City Gas & Oil | \$ 3,476.00 | \$ 3,000.00 | \$ 2,950.00 | \$ 3,000.00 |
| 35 | Lab Sample: Soil, influence, irrigation | \$ 3,273.00 | \$ 3,500.00 | \$ 3,300.00 | \$ 3,500.00 |
| 36 | Publish / Codif (No Flushing) | \$ 198.00 | \$ 400.00 | \$ 100.00 | \$ 400.00 |
| 37 | Insurance (Liab) 10% | \$ 4,348.00 | \$ 5,300.00 | \$ 5,250.00 | \$ 5,775.00 |
| 38 | City Lights 2% | \$ 25,715.00 | \$ 32,000.00 | \$ 30,000.00 | \$ 32,000.00 |
| 39 | Uniforms | \$ 298.00 | \$ 300.00 | \$ 316.00 | \$ 300.00 |
| 40 | Utility R & M: Maint. Lines, manhole rehab, | \$ 23,028.00 | \$ 30,000.00 | \$ 25,000.00 | \$ 30,000.00 |
| 41 | aerators | | | | |
| 42 | Vehicle R & M (Tires) | \$ 1,442.00 | \$ 1,500.00 | \$ 3,151.00 | \$ 2,000.00 |
| 43 | Tools - battery, hammer, drill bit | \$ 43.00 | \$ 300.00 | \$ 321.00 | \$ 300.00 |
| 44 | Chemicals: Weed Spray , Rodeo | \$ 190.00 | \$ 500.00 | \$ 200.00 | \$ 400.00 |
| 45 | Computer - Cyber 1600, Support 2000 | \$ 2,675.00 | \$ 3,500.00 | \$ 3,781.00 | \$ 3,500.00 |
| 46 | Office Supplies | \$ 1,065.00 | \$ 1,500.00 | \$ 1,200.00 | \$ 1,500.00 |
| 47 | Postage | \$ 1,897.00 | \$ 2,200.00 | \$ 1,950.00 | \$ 2,200.00 |
| 48 | Acct Fees-Audit 13160,Budget 8460 | \$ 5,853.00 | \$ 5,964.00 | \$ 5,964.00 | \$ 6,140.00 |

City of St. Paul
Receipts
September 2019

| Date | From | Account | Description & Breakdown | Amount |
|-----------|------------------------------|------------|-----------------------------------|------------|
| 9/4/2019 | Wisconsin Physician Services | Ambulance | HCCLAIMPMT | 345.73 |
| 9/4/2019 | City Office | General | Dvoracek Title - Recording Fee | 10.00 |
| 9/10/2019 | State of Nebraska | Streets | September 2019 Highway Alloc. | 27,942.24 |
| 9/10/2019 | Wisconsin Physician Services | Ambulance | HCCLAIMPMT | 2,106.57 |
| 9/11/2019 | TMCRC5335 | Ambulance | St. Paul Rescue Service | 110.71 |
| 9/12/2019 | State of Nebraska | | HHS-N.F.O.C. | 525.00 |
| 9/11/2019 | City Office | Recreation | After School Program Donations | 50.00 |
| 9/12/2019 | Wisconsin Physician Services | Ambulance | HCCLAIMPMT | 747.00 |
| 9/12/2019 | City Office | Recreation | After School Program Donation | 25.00 |
| 9/12/2019 | City Office | Library | St. Paul Schools - Reimbursement | 2,437.29 |
| 9/16/2019 | TMCRC5335 | Ambulance | St. Paul Rescue Service | 87.96 |
| 9/16/2019 | Howard County Treasurer | V.P. Bond | Collections | 61,943.81 |
| 9/16/2019 | Howard County Treasurer | | Collections | 180,398.10 |
| | | | General 39,701.09 | |
| | | | Fire 8,624.05 | |
| | | | Police 66,880.42 | |
| | | | Cemetery 5,280.03 | |
| | | | Pool 14,080.09 | |
| | | | Park 15,840.10 | |
| | | | Library 21,120.13 | |
| | | | Senior Center 2,288.02 | |
| | | | Civic Center 2,288.02 | |
| | | | Streets -Motor Tax 4,296.15 | |
| 9/16/2019 | City Office | | State Treasurer - Unclaimed Prop. | 29.25 |
| | | | CDW LLC | |
| 9/17/2019 | City Office | General | Liquor Licenses | 800.00 |
| | | | County Cage 400.00 | |
| | | | Bootleggers 400.00 | |
| 9/17/2019 | City Office | | Dalton Meadows - Note Payment | 3,824.00 |
| | | | Interest: Water 1,414.88 | |
| | | | Sewer 1,123.68 | |
| | | | Streets 1,185.44 | |

No. 148
 P.
 HOMEVESTED BANK
 8:17AM
 8. 2019
 Oct. 8.



**City of St. Paul
Receipts
September 2019**

| | | | | | | |
|---------------|-----------------|--|--------------------------------|-----------------------------------|-----------|------------|
| No. 1481-P. 2 | 9/19/2019 | BCBS-NE | Ambulance | St. Paul Rescue Service | 184.16 | |
| | 9/19/2019 | Wellcare of Nebr. | Ambulance | St. Paul Rescue Service | 179.57 | |
| | 9/19/2019 | Bankers Fidelity | Ambulance ? | HCCLAIMPMT | 87.28 | |
| | 9/19/2019 | City Office | V.P. Bond | Tommy-Rene Printers | 59.38 | |
| | | | | Princ. 54.58, Int. 4.80 | | |
| | 9/19/2019 | City Office | Recreation | After School Program Donations | 100.00 | |
| | 9/20/2019 | City Office | V.P. Bond | Goodenberger assessments | 65.00 | |
| | | | | Water - Princ. 20.54, Int. 5.46 | | |
| | | | | Sewer - Princ. 30.82, Int. 8.18 | | |
| | 9/23/2019 | TMCRCDeet | Ambulance | St. Paul Rescue Service | 190.56 | |
| | 9/23/2019 | City Office | Recreation | After School Program Donations | 268.00 | |
| | 9/23/2019 | State of Nebraska | | HHS-N.F.O.C. | 1,800.00 | |
| | 9/26/2019 | State of Nebraska | | HHS-N.F.O.C. | 600.00 | |
| | 9/24/2019 | City Office | General | Liquor License - Loup River Dist. | 300.00 | 1/2 school |
| | 9/25/2019 | City Office | Pool | Final Concession Stand Income | 20.00 | |
| | 9/25/2019 | City Office | Recreation | After School Program Donations | 125.00 | |
| | 9/27/2019 | EMS Billing Services | Ambulance | St. Paul Rescue Service | 88.04 | |
| | 9/27/2019 | TMCRCDC5335 | Ambulance | St. Paul Rescue Service | 177.30 | |
| | 9/27/2019 | City Office | Recreation | After School Program Donations | 75.00 | |
| | 9/30/2019 | State of Nebraska | General | 1st Dist. Municipal Equalization | 14,430.25 | |
| 9/30/2019 | 36 Treas 310 | Ambulance | Omaha VA-St. Paul Rescue Serv. | 320.68 | | |
| 9/30/2019 | City Office | Recreation? | Batting Cage Fob | 20.00 | | |
| 9/30/2019 | Homestead Bank | General | Interest on checking for Sept. | 133.51 | | |
| | | | | | | |
| | Other Accounts: | | | | | |
| | 9/3/2019 | City Office - State of Nebraska - to Light 300-504-981 - North Yards Rent | | | 250.00 | |
| | 9/3/2019 | City Office - C. Hamilton payment to P.I. 300-504-684 Princ. 86.88, int. 13.12 | | | 100.00 | |
| | 9/3/2019 | City Office - U-Betcha Auto payment to Sales Tax 300-504-420 Princ. 1071.63, Int. 78.54 | | | 1,150.17 | |
| | 9/3/2019 | City Office - L & M Enterprises payment to Sales Tax 300-504-420 Princ. 1708.95, Int. 224.07 | | | 1,933.02 | |
| | 9/3/2019 | City Office- Augy's Fitness payment to Sales Tax 300-504-420 Princ. 643.08, Int. 106.92 | | | 750.00 | |
| | 9/3/2019 | City Office - Howard County Medical Center payment to REDLG 300-301-465 | | | 5,000.00 | |
| | 9/3/2019 | Howard County Treasurer - TIF Excess Dalton Meadows #8656 to Project TIF 300-505-036 | | | 1,547.24 | |
| | 9/9/2019 | Howard County Treasurer - TIF Excess Dalton Meadows #8655 to Project TIF 300-505-036 | | | 1,287.10 | |

HOMESTESD BANK
Oct. 8, 2019 - 8:17AM

**City of St. Paul
Receipts
September 2019**

| | | | |
|---------------|-----------|--|-----------|
| No. 1481 P. 3 | 9/16/2019 | Howard County Treasurer - TIF Excess Dalton Meadows #8654 to Project-TIF 300-505-036 | 2,262.76 |
| | 9/16/2019 | Howard County Treasurer - TIF Excess Dalton Meadows #8653 to Project TIF 300-505-036 | 2,550.90 |
| | 9/16/2019 | Howard County Treasurer - TIF Excess Prairie Falls #8652 to Project TIF 300-505-036 | 1,423.64 |
| | 9/16/2019 | City Office - St. Paul Keno to Keno 300-504-409 | 4,765.44 |
| | 9/23/2019 | State of Nebraska - July City Sales Tax | 32,336.40 |
| | | Connie transferred \$4,736.94 from above Sales Tax deposit to 300-100-027 for streets | |
| | 9/20/2019 | City Office - Creative Hands payment to Sales Tax 300-504-420 Princ. 262.68, Int. 87.32 | 350.00 |
| | 9/20/2019 | City Office - Escape Tanning payment to Sales Tax 300-504-420 Princ. 137.60, Int. 17.40 | 155.00 |
| | 9/20/2019 | City Office - Bed Head payment to Sales Tax 300-504-420 Princ. 431.14, Int. 218.86 | 650.00 |
| | 9/23/2019 | City Office - Starkey payment to P.I. 300-504-684 Water - Princ. 43.05, Int. 9.56 | 105.21 |
| | | Sewer - Princ. 43.05, Int. 9.55 | |
| | 9/23/2019 | City Office - Secure Storage payment to P.I. 300-504-684 Street - Princ. 85.30, Int. 14.70 | 100.00 |
| | | City Office - Herv's Transmission payment to Sales Tax 300-504-420 Princ. | |
| | | City Office - Northrup's payment to Sales Tax 300-504-420 Princ. | |
| | | City Office - Secure Storage payment to P.I. 300-504-684 Princ. | |
| | | City Office - County Cage payment to Sales Tax 300-504-420 Princ. 426.20, Int. 148.80 | 575.00 |
| | 9/30/2019 | City Office - Housing Grant Savings 300041780 for month | 50.00 |
| | 9/30/2019 | Homestead Bank - Interest on City Sales Tax Checking 300-300-277 | 8.55 |
| | 9/30/2019 | Homestead Bank - Interest on St. Paul Civic Center Checking 300-300-749 | 1.17 |
| | 9/30/2019 | Homestead Bank - Interest on City REDLG 300-301-465 | 1.59 |
| | 9/30/2019 | Homestead Bank - Interest on Water MMDA 300-504-189 | 7.01 |
| | 9/30/2019 | Homestead Bank - Interest on Keno MMDA 300-504-409 | 28.49 |
| | 9/30/2019 | Homestead Bank - Interest on Sales Tax P.I. 300-504-420 | 30.67 |
| | 9/30/2019 | Homestead Bank - Interest on Pool Construction MMDA 300-504-442 | 1.34 |
| | 9/30/2019 | Homestead Bank - Interest on Premium Investment 300-504-684 | 25.57 |
| | 9/30/2019 | Homestead Bank - Interest on General Equipment Sinking MMDA 300-504-805 | 8.38 |
| | 9/30/2019 | Homestead Bank - Interest on Sewer & Building Equipment Fund MMDA 300-504-849 | 5.77 |
| | 9/30/2019 | Homestead Bank - Interest on Police Equipment Fund MMDA 300-504-860 | 3.21 |
| | 9/30/2019 | Homestead Bank - Interest on Senior Center Fund MMDA 300-504-882 | 1.50 |
| | 9/30/2019 | Homestead Bank - Interest on Brick Account MMDA 300-504-915 | 0.26 |
| | 9/30/2019 | Homestead Bank - Interest on Library Maintenance Reserve MMDA 300-504-970 | 3.90 |
| | 9/30/2019 | Homestead Bank - Interest on Light Sinking Fund MMDA 300-504-981 | 6.29 |
| | 9/30/2019 | Homestead Bank - Interest on Fire Sinking Fund MMDA 300-504-992 | 4.95 |

Oct. 8, 2019 - 8:17AM HOMESTEAD BANK

City of St. Paul
Receipts
September 2019

| | | | |
|-----------------------|-----------|---|----------|
| No. 1481 | 9/30/2019 | Homestead Bank - Interest on EMT Sinking Fund MMDA 300-505-003 | 1.51 |
| | 9/30/2019 | Homestead Bank - Interest on Street Sinking Fund MMDA 300-505-014 | 1.53 |
| | 9/30/2019 | Homestead Bank - Interest on Park Equipment Sinking Fund MMDA 300-505-025 | 3.70 |
| | 9/30/2019 | Homestead Bank - Interest on TIF Projects MMDA 300-505-036 | 0.23 |
| | 9/30/2019 | Homestead Bank - Interest on After School MMDA 300-505-146 | 0.40 |
| | 9/30/2019 | Homestead Bank - Interest on Civic Center Sinking Fund MMDA 300-505-179 | 2.68 |
| | 9/30/2019 | Homestead Bank - Interest on Elmwood Cemetery Foundation 300-505-168 | 1.63 |
| | 9/30/2019 | Homestead Bank - Housing Grant Repayment Savings 300041780 - quarterly interest | 0.08 |
| | 9/30/2019 | Homestead Bank - Walk/Bike Trail Savings 300054827 - quarterly interest | 2.32 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Cafeteria 125 102407 | 2.38 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Health Deductible 102482 | 10.35 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Sales Tax Infrastructure 102342 | 48.33 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Light ICS MMA 103217 | 1,422.38 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Water ICS MMA 103225 | 204.51 |
| HOMESTEAD BANK | 9/30/2019 | Citizens Bank & Trust - Interest on Sewer ICS MMA 103241 | 425.80 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on General ICS MMA 103209 | 2,066.13 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Building Sinking ICS MMA 103233 | 101.28 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Firemen ICS MMA 103268 | 252.75 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Ambulance ICS MMA 103276 | 540.75 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Park ICS MMA 103824 | 212.68 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Police ICS MMA 103292 | 99.10 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Keno ICS MMA 103314 | 139.10 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Streets ICS MMA 103349 | 128.46 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Library ICS MMA 103365 | 64.22 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Senior Center ICS MMA 103373 | 64.22 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Red Leg ICS MMA 103381 | 164.86 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Pool ICS MMA 103438 | 48.82 |
| | 9/30/2019 | Citizens Bank & Trust - Interest on Elmwood Cemetery ICS MMA 103446 | 38.35 |
| Oct. 8, 2019 - 8:17AM | 9/30/2019 | Heritage Bank - Interest on ACH MMDA 411025 | 80.84 |
| | 9/30/2019 | Heritage Bank - Interest on Investors P.I. 4100744 | 9.90 |

St. Paul Development Corp. Executive Director Mike Feeken leaving position (last day October 11, 2019)

Sarah Call will be paying the Civic Center checks, and then giving them to City Clerk Beck to enter into the City Fund Accounting Program. If Sarah does not have time to perform the task, then City Clerk Beck will cut the Civic Center checks.

- Internet: IP Address to Matt Helzer & Laura Berthelsen
- Keys: City of St. Paul has a set of ALL keys
- Marque Sign: Sarah Call to manage
- Key Fob System: Sarah Call to manage
- Camera's: Sarah Call to manage
- Furnace / Air Conditioner: (Myer's Heating & Air (308)382-8153)
- Fire Sprinkler System: NE Fire Sprinkler (308)381-2033
- Fire Alarm System: GT Fire & Security, Grand Island NE (308)389-3981
- Calendar Gym Scheduling: Sarah Call
- Calendar Event Scheduling: Sarah Call
- Audio / Visual / Microphones: Sarah Call; also show Helzer & Berthelsen
- Linens: Ho. Co. Medical Center for cleaning: Sarah Call
- Purchases Supplies: Toiletries, Paper Towels, Soaps, Garbage Bags, Coffee, Cups, Cleaning Products, Ice Melt, etc.: Sarah Call to utilize Sam's Club, due to purchasing large quantities
- Cleaning of Foyer: Ron Honz Cleaning Service, Loup City, NE; \$85 weekly
- Cleaning of Event Area & Gym: City Clerk Beck call Ron Honz for estimate; Josh Martin called back (meeting on October 16, 2019 prior to estimate)
- Concession Stand Door – Returning of Gym equipment after use: Sarah Call
- Sprinklers: Turned off and drained per Matt Helzer, Utility Superintendent
- Sarah Calls Hours: Monday – Friday 10:00 a.m. to 12:00 a.m. THEN 1:00 p.m. to 4:00 p.m.
- To reach Civic Center: Dial (308)750-5616 OR (308)754-2010

Sarah Call will be placing the Civic Center hours in the Phonograph Herald

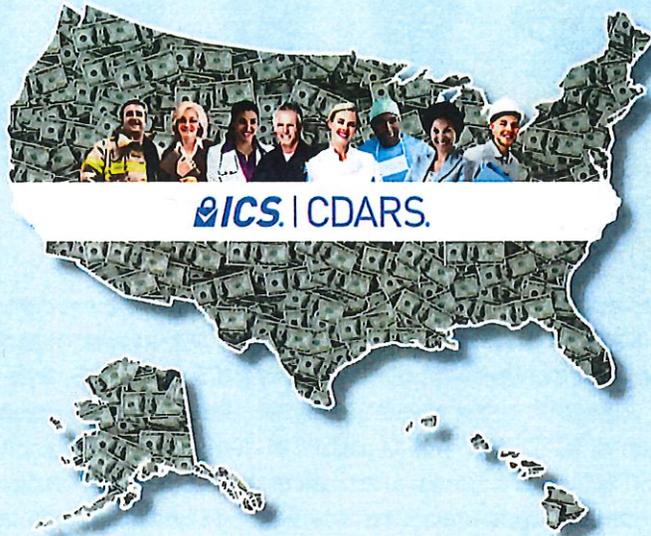
Mail: Paul Mueller to pick up and separate Civic Center from St. Paul Development Corp.

2018 - 2019 Keno Receipts

Received Proceeds

| Proceeds Received | Gross Keno Proceeds | 2% State Tax | City Share | TOTAL of 2% St Tax & City Share |
|-------------------|----------------------|---------------------|---------------------|---------------------------------|
| September 1, 2018 | \$ 48,091.85 | \$ 961.84 | \$ 2,445.09 | \$ 3,406.93 |
| October 1, 2018 | \$ 54,474.76 | \$ 1,089.50 | \$ 2,764.24 | \$ 3,853.74 |
| November 1, 2018 | \$ 54,363.43 | \$ 1,087.27 | \$ 3,833.58 | \$ 4,920.85 |
| December 1, 2018 | \$ 63,391.25 | \$ 1,267.83 | \$ 6,370.13 | \$ 7,637.96 |
| January 1, 2019 | \$ 58,779.68 | \$ 1,175.59 | \$ 2,984.98 | \$ 4,160.57 |
| February 1, 2019 | \$ 41,844.42 | \$ 836.89 | \$ 2,137.47 | \$ 2,974.36 |
| March 1, 2019 | \$ 58,197.10 | \$ 1,163.94 | \$ 2,950.61 | \$ 4,114.55 |
| April 1, 2019 | \$ 55,438.10 | \$ 1,108.76 | \$ 2,812.66 | \$ 3,921.42 |
| May 1, 2019 | \$ 56,179.25 | \$ 1,123.59 | \$ 2,808.96 | \$ 3,932.55 |
| June 1, 2019 | \$ 71,221.94 | \$ 1,424.44 | \$ 3,631.73 | \$ 5,056.17 |
| July 1, 2019 | \$ 54,292.00 | \$ 1,086.00 | \$ 2,785.00 | \$ 3,871.00 |
| August 1, 2019 | \$ 66,524.00 | \$ 1,330.00 | \$ 3,434.96 | \$ 4,764.96 |
| TOTAL | \$ 682,797.78 | \$ 13,655.65 | \$ 38,959.41 | \$ 52,615.06 |

Insured Cash Sweep and CDARS Are Trusted, Tested Services.



50 States

have laws that enable governmental entities to protect deposits through CDARS.

47 States

have laws that enable governmental entities to protect deposits through ICS.

Thousands

of governmental entities across the United States utilized Insured Cash Sweep and/or CDARS to keep billions of dollars safe.



ICS and CDARS are endorsed by the American Bankers Association.



ICS | CDARS

THOUSANDS
of Public Entities.

BILLIONS of
Taxpayer Dollars.
Protected.



SAFE, SMART, FLEXIBLE

Solutions for Managing Public Funds

Across the United States, local and state governmental organizations use the Insured Cash Sweep®, or ICS®, and CDARS® services to access multi-million-dollar FDIC insurance through a single bank relationship and to eliminate the burden of ongoing collateral tracking while earning a return.

Why ICS and CDARS?



Enjoy Peace of Mind

Make funds eligible for protection beyond \$250,000 that is backed by the full faith and credit of the federal government. No one has ever lost a penny of an FDIC-insured deposit.



Earn a Return

Earn interest on demand deposit accounts (through the ICS demand option), money market deposit accounts (through the ICS savings option), and/or CDs (through CDARS) at rates to which you agree with us.



Save Time

Work directly with us—a bank you know and trust—to access multi-million-dollar FDIC insurance and forego the need to use repo sweeps or to track collateral on an ongoing basis.



Access Funds

Make unlimited withdrawals from ICS funds placed into demand deposit accounts or up to six program withdrawals per month from ICS funds placed into money market deposit accounts, and enjoy daily liquidity from your transaction account at our bank. With CDARS, select from multiple term options to meet your liquidity needs.



Community Investment

Feel good knowing that the full amount of your funds placed through ICS and/or CDARS can support local lending opportunities that build a stronger community.¹



How Do ICS and CDARS Work?

Financial institutions that offer ICS and/or CDARS are members of the ICS Network and/or the CDARS Network. When your organization places a large deposit with our bank using ICS or CDARS, that deposit is divided into amounts under the standard FDIC insurance maximum of \$250,000 and is placed in demand deposit accounts at other ICS Network banks when using the ICS demand option, in money market deposit accounts when using the ICS savings option, or in CDs at other CDARS Network banks when using CDARS. By working directly with our bank, your public entity can access FDIC coverage from many and enjoy the convenience of receiving just one monthly statement per service.

Contact us today to learn more.

[1] When deposited funds are exchanged on a dollar-for-dollar basis with other banks in the ICS or CDARS Network, we can use the full amount of a deposit placed through ICS or CDARS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent to certain types of ICS or CDARS transactions, our bank may choose to receive fee income instead of deposits from other banks. Under these circumstances, deposited funds would not be available for local lending.

Placement of funds through the ICS or CDARS service is subject to the terms, conditions, and disclosures in the service agreements, including the Deposit Placement Agreement ("DPA"). Limits apply and customer eligibility criteria may apply. In the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS or CDARS settlement for a deposit or after ICS or CDARS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of ICS or CDARS satisfies those restrictions. ICS, Insured Cash Sweep, and CDARS are registered service marks of Promontory Interfinancial Network, LLC.