

Agenda

1. **Notice of Special meeting on Monday, November 18, 2019 at 5:30 p.m. regarding the coordination of duties between the City of St. Paul and the St. Paul Development Corporation (POSSIBLE ACTION). St. Paul Development Corp. (Several St. Paul Development Corp. members will be present).**
2. Mayor Bergman calls meeting to order, with the "Pledge of Allegiance" and the "Open Meeting Statement"
3. Submittal of Requests for Future Agenda Items
4. Reserve Time to Speak on an Agenda Item
5. Discuss - Approve / Deny the St. Paul Library employee wage increase of 3%; this was approved on July 17, 2019 by the St. Paul Library Board members (Chris Elstermeier 750-3427 and Mike Feeken will be present)
6. Discuss - Approve / Deny Miretta Vineyards & Winery, Inc. dba Miletta Vista Winery (1732 Hwy 281) Special Designated Liquor application regarding a Christmas Festival tasting/bottle sales on (1) Friday, December 6, 2019 from 10:00 a.m. to 8:00 p.m. and (2) Saturday, December 7, 2019 from 9:00 a.m. to 4:00 p.m. at the St. Paul Civic Center (423 Howard Avenue). All documents have been signed, along with the appropriate insurance submitted. Identification will be checked, along with wristbands being utilized for underage drinking. Application has been approved by Police Officer Costello.
7. Discuss - Approve / Deny the Middle Loup Subdivision improvement bid, along with the funding source to pay for the project improvements (several St. Paul Development Corp. members will be present).
8. Discuss - Approve / Deny Letter Agreement for Professional Services from Olsson's - Jeff Palik, regarding the City of St. Paul's Street Superintendent and/or Engineer-on-Call. As the City's Class "A" Street Superintendent, Olsson administers street budgeting, planning, expenditures, and revenue reporting, completes all required reporting to the State of Nebraska, and oversees and certifies compliance of maintenance and construction for street-related projects. The Highway Allocation funds provided to the City include incentive payments to help pay for the services. The contract start date is January 1, 2020, with a completion date of December 31, 2019. Olsson's scope of services provided as follows: (1) Street Superintendent services: \$3,000 fixed fee and (2) Consulting Services Projects: Not to exceed \$5,000 for time & expenses. City Attorney White approved the agreement.
9. Discuss - Approve / Deny Maintenance Agreement No. 47 between the NE Dept. of Transportation and the Municipality of St. Paul for the period of January 1, 2020 to December 31, 2020 regarding surface maintenance in the sum of \$665 per lane mile x 4.12 lane miles = \$2,739.80.
10. Discuss - Approve / Deny the NE Dept. of Transportation Certificate of Compliance regarding Maintenance Agreement No. 47; whereas all roadway snow removal and/or

surface maintenance has been accomplished as per the terms of the agreement. The amount due to the State for snow removal is 4.12 lane miles x \$665 per lane mile = \$2,739.80.

11. Discuss - Approve / Deny bid for new sewer comminutor (grinder) regarding the main lift station. Two bids were received from Iowa Pump Works, Ankeny, IA **\$29,669** and Electric Pump, Des Moines, IA **\$28,945**.
12. Discuss - Approve / Deny the October 2019 Treasurer's Report.
13. Discuss - Approve / Deny Resolution 2019-19 regarding the "Participating Members" of the League Association of Risk Management (LARM) to ratify the elections of members of the LARM Board of Directors.
14. Discuss - Approve / Deny City of St. Paul Firefighter Rob Jaeger; the Fire Department approved Mr. Jaeger on Thursday, November 14, 2019.
15. Utility Superintendent Helzer updates include:
(1) NW Drainage culvert & dirt - Howard County Commissioners will absorb the culvert cost; the City & Howard County will both assist in the dirt work; (2) On Sunday, November 10, 2019, Audrey & Ronnie Slobaszewski wedding food became spoiled, this is due to the Civic Center's refrigerator being in a continuous defrost mode from the warm food. City will turn into LARM insurance of \$2,573.
16. Chief of Police Paczosa updates a. Nuisance & Incident Report
17. Council member updates
18. Mayor Bergman updates include: (1) Mayor Bergman signing the St Paul Post Office Encroachment License Agreement. The agreement is regarding City awareness of the south side encroachment of 5" to 6" on City ROW; and the east side encroachment of 2" is on City ROW. If the building would burn down, then the owner has to follow the City zoning regulations; (2) Email from Attorney Pigsley on Wednesday, November 13, 2019 regarding the Court of Industrial Relations (CIR) dismissing the IBEW 1597 Union & Valerie Killinger case that was filed against the City of St. Paul, finding no violation of the Industrial Relations Act.
19. Public Comment Period - restricted to items on the agenda
20. Public Announcements
21. **Closed Session: IBEW 1597 Union negotiations**
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
22. Mayor Bergman adjourns City Council meeting.
23. Informational Items:
 - a. Receipts entered for October 2019
 - b. Time Certificates for October 2019

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 18, 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 COORDINATE DUTIES BETWEEN THE ST. PAUL DEVELOPMENT CORPORATION AND THE ST. PAUL CIVIC CENTER** (possible action). POSTED THIS 7TH DAY OF NOVEMBER 2019.



CONNIE JO BECK
CITY CLERK/DEPUTY TREASURER

2018-2019
Civic Revenues

CITY OF ST PAUL
*Revenue Guideline©

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Current Period: SEPTEMBER 18-19

		18-19 YTD Budget	18-19 YTD Amt	SEPTEMBER MTD Amt	18-19 YTD Balance	% of YTD Budget
CIVIC CENTER						
Active	R 66-010 PROPERTY TAX	\$8,000.00	\$8,122.75	\$2,288.02	-\$122.75	101.53%
Active	R 66-100 SINKING FUND	\$0.00	\$5,000.00	\$0.00	-\$5,000.00	0.00%
Active	R 66-220 Donation - Unrestricted	\$10,000.00	\$15,925.00	\$2,500.00	-\$5,925.00	159.25%
Active	R 66-223 Rec Register Fee	\$5,000.00	\$6,243.09	\$0.00	-\$1,243.09	124.86%
Active	R 66-225 Membership	\$5,500.00	\$7,617.00	\$135.00	-\$2,117.00	138.49%
Active	R 66-227 Memorials	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 66-230 FEE,PERM,LIC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 66-250 RENTAL	\$25,000.00	\$31,952.50	\$3,070.00	-\$6,952.50	127.81%
Active	R 66-252 SPDC Office Rental	\$6,200.00	\$6,000.00	\$0.00	\$200.00	96.77%
Active	R 66-290 INVESTMENT INT	\$5.00	\$37.31	\$3.85	-\$32.31	746.20%
Active	R 66-420 TRANSFER IN	\$75,000.00	\$80,500.00	\$0.00	-\$5,500.00	107.33%
Active	R 66-610 GRANT	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	R 66-630 REIMBURSEMENT	\$0.00	\$17,768.40	\$0.00	-\$17,768.40	0.00%
Active	R 66-700 Sales Tax	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total CIVIC CENTER	\$135,205.00	\$179,166.05	\$7,996.87	-\$43,961.05	132.51%

2018-2019
Civic Expenditures

CITY OF ST PAUL
*Expenditure Guideline©

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Current Period: SEPTEMBER 18-19

		18-19 YTD Budget	18-19 YTD Amt	SEPTEMBER MTD Amt	Enc Current	18-19 YTD Balance	% of YTD Budget
CIVIC CENTER							
Active	E 66-10-110 SALARY & WAGES	\$6,200.00	\$8,000.00	\$0.00	\$0.00	-\$1,800.00	129.03%
Active	E 66-10-121 Rec. Class Teach.	\$2,800.00	\$5,340.00	\$0.00	\$0.00	-\$2,540.00	190.71%
Active	E 66-20-117 JANITOR	\$2,400.00	\$4,250.00	\$425.00	\$0.00	-\$1,850.00	177.08%
Active	E 66-20-127 Recreation Supply	\$0.00	\$1,987.86	\$0.00	\$0.00	-\$1,987.86	0.00%
Active	E 66-20-150 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 66-20-212 LEGAL FEES	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
Active	E 66-20-220 COMMUNICATION	\$0.00	\$191.96	\$0.00	\$0.00	-\$191.96	0.00%
Active	E 66-20-235 Publish REC	\$225.00	\$0.00	\$0.00	\$0.00	\$225.00	0.00%
Active	E 66-20-240 PUBLISH / CODIF	\$550.00	\$27.00	\$0.00	\$0.00	\$523.00	4.91%
Active	E 66-20-250 CITY INSURANCE	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	100.00%
Active	E 66-20-261 CITY LIGHTS	\$15,000.00	\$12,314.61	\$943.43	\$0.00	\$2,685.39	82.10%
Active	E 66-20-262 BLACKHILLS GAS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 66-20-270 UTILITY R & M	\$3,000.00	\$4,451.16	\$85.00	\$0.00	-\$1,451.16	148.37%
Active	E 66-20-278 SUPPLY REIMB - CC	\$0.00	\$2,452.00	\$66.00	\$0.00	-\$2,452.00	0.00%
Active	E 66-20-291 SALES TAX	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 66-20-306 CHECK ORDER CHA	\$0.00	\$289.95	\$0.00	\$0.00	-\$289.95	0.00%
Active	E 66-20-320 MERCH & SUPPLY	\$3,500.00	\$2,888.74	\$13.77	\$0.00	\$611.26	82.54%
Active	E 66-20-324 SANITATION HAULIN	\$1,200.00	\$960.00	\$0.00	\$0.00	\$240.00	80.00%
Active	E 66-20-345 ACCOUNTING FEE	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00	100.00%
Active	E 66-20-665 Reimbursement	\$0.00	\$15,779.20	\$0.00	\$0.00	-\$15,779.20	0.00%
Active	E 66-50-550 IMPROVEMENTS	\$84,000.00	\$18,000.00	\$0.00	\$0.00	\$66,000.00	21.43%
Active	E 66-50-570 GRANTS	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 66-50-631 BUILDING SINKING	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	100.00%
Active	E 66-70-160 TRANSFER OUT	\$0.00	\$5,500.00	\$0.00	\$0.00	-\$5,500.00	0.00%
	Total CIVIC CENTER	\$134,875.00	\$97,632.48	\$1,533.20	\$0.00	\$37,242.52	72.39%

CITY OF ST PAUL
*Revenue Guideline©

Civic
CH

Current Period: OCTOBER 19-20

	19-20 YTD Budget	19-20 YTD Amt	OCTOBER MTD Amt	19-20 YTD Balance	% of YTD Budget
CIVIC CENTER					
Active	R 66-010 PROPERTY TAX <i>Rec Prog</i>	\$8,000.00 ✓	\$0.00	\$8,000.00	0.00%
Active	R 66-100 SINKING FUND	\$0.00	\$0.00	\$0.00	0.00%
Active	R 66-220 Donation - Unrestricted	\$10,000.00	\$0.00	\$10,000.00	0.00%
Active	R 66-223 Rec Register Fee	\$6,000.00	\$0.00	\$6,000.00	0.00%
Active	R 66-225 Membership	\$5,500.00	\$0.00	\$5,500.00	0.00%
Active	R 66-227 Memorials	\$0.00	\$0.00	\$0.00	0.00%
Active	R 66-230 FEE, PERM, LIC	\$0.00	\$0.00	\$0.00	0.00%
Active	R 66-250 RENTAL	\$25,000.00	\$0.00	\$25,000.00	0.00%
Active	R 66-252 SPDC Office Rental	\$6,000.00	\$0.00	\$6,000.00	0.00%
Active	R 66-290 INVESTMENT INT	\$15.00	\$0.00	\$15.00	0.00%
Active	R 66-420 TRANSFER IN <i>Civic Loan</i>	\$75,000.00 ✓	\$0.00	\$75,000.00	0.00%
Active	R 66-610 GRANT	\$0.00	\$0.00	\$0.00	0.00%
Active	R 66-630 REIMBURSEMENT	\$0.00	\$0.00	\$0.00	0.00%
Active	R 66-700 Sales Tax	\$100.00	\$0.00	\$100.00	0.00%
	Total CIVIC CENTER	\$135,615.00	\$0.00	\$135,615.00	0.00%

from Sales
Tax

Bldg Rent - \$ 4200 - \$350 (Annual)
Utilities - \$ 1800 - \$150 (annual)
\$ 6000

CIVIC
CH

CITY OF ST PAUL
*Expenditure Guideline©

Current Period: OCTOBER 19-20

	19-20 YTD Budget	19-20 YTD Amt	OCTOBER MTD Amt	Enc Current	19-20 YTD Balance	% of YTD Budget	
CIVIC CENTER							
Active	E 66-10-110 SALARY & WAGES <i>Rec-</i>	\$6,200.00 ✓	\$0.00	\$0.00	\$6,200.00	0.00%	
Active	E 66-10-121 Rec. Class Teach. <i>Rec-</i>	\$3,200.00 ✓	\$0.00	\$0.00	\$3,200.00	0.00%	
Active	E 66-20-117 JANITOR	\$4,420.00	\$340.00	\$340.00	\$4,080.00	7.69%	
Active	E 66-20-127 Recreation Supply	\$1,700.00	\$0.00	\$0.00	\$1,700.00	0.00%	
Active	E 66-20-150 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	
Active	E 66-20-212 LEGAL FEES	\$200.00	\$0.00	\$0.00	\$200.00	0.00%	
Active	E 66-20-220 COMMUNICATION	\$0.00	\$42.84	\$42.84	-\$42.84	0.00%	
Active	E 66-20-235 Publish REC	\$225.00	\$0.00	\$0.00	\$225.00	0.00%	
Active	E 66-20-240 PUBLISH / CODIF	\$550.00	\$0.00	\$0.00	\$550.00	0.00%	
Active	E 66-20-250 CITY INSURANCE	\$11,000.00	\$22,218.34	\$22,218.34	-\$11,218.34	201.98%	
Active	E 66-20-261 CITY LIGHTS	\$15,000.00	\$794.73	\$794.73	\$14,205.27	5.30%	
Active	E 66-20-262 BLACKHILLS GAS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	
Active	E 66-20-270 UTILITY R & M	\$3,000.00	\$131.76	\$131.76	\$2,868.24	4.39%	
Active	E 66-20-278 SUPPLY REIMB - CC	\$0.00	\$60.00	\$60.00	-\$60.00	0.00%	
Active	E 66-20-291 SALES TAX	\$100.00	\$0.00	\$0.00	\$100.00	0.00%	
Active	E 66-20-306 CHECK ORDER CHA	\$25.00	\$0.00	\$0.00	\$25.00	0.00%	
Active	E 66-20-320 MERCH & SUPPLY	\$3,500.00	\$781.00	\$781.00	\$2,719.00	22.31%	
Active	E 66-20-324 SANITATION HAULIN	\$1,200.00	\$160.00	\$160.00	\$1,040.00	13.33%	
Active	E 66-20-345 ACCOUNTING FEE	\$200.00	\$0.00	\$0.00	\$200.00	0.00%	
Active	E 66-20-665 Reimbursement	\$0.00	\$120.00	\$120.00	-\$120.00	0.00%	
Active	E 66-50-550 IMPROVEMENTS	\$80,000.00	\$0.00	\$0.00	\$80,000.00	0.00%	
Active	E 66-50-570 GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	
Active	E 66-50-631 BUILDING SINKING	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%	
Active	E 66-70-160 TRANSFER OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	
	Total CIVIC CENTER	\$135,520.00	\$24,648.67	\$24,648.67	\$0.00	\$110,871.33	18.19%

Loan \$ 75,000 Sales Tax
 Paint \$ 5,000
 \$ 80,000

CITY OF ST PAUL
Revenue/Expenditure
Audit Detail Full

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Audit 18-19

Fund 66 CIVIC CENTER

Revenue

R 66-420 TRANSFER IN Budget \$75,000.00 Total \$80,500.00 Balance -\$5,500.00

		Vendor SearchNam	Invoice	-----Check-----	Batch Name	Debit	Credit		
		Comments	Refer	PO		Begin			
18-19-01	OCTOBER						\$0.00		
18-19-01	Rec	Civic Center Sinking New Oct 2018	1	0	CivicSinking	\$0.00	\$5,500.00		
Total 18-19-01 OCTOBER						\$0.00	\$5,500.00		
						Ending	(\$5,500.00)		
18-19-11	AUGUST						(\$5,500.00)		
18-19-11	Rec	18-19 Sales Tax to Civic Ctr	5	0	18-19 Trfrs	\$0.00	\$75,000.00		
Total 18-19-11 AUGUST						\$0.00	\$75,000.00		
						Ending	(\$80,500.00)		
Control Act	66-13300 CHANG	Tota	R 66-420	TRANSFER IN		\$0.00	\$80,500.00		
		In Balance	Total Year		\$80,500.00	Ending	(\$80,500.00)		
Total	Revenue						\$0.00	\$80,500.00	
		Fund 66						\$0.00	\$80,500.00

Civic Bldg Load

Civic Center Job Duties

Recruiting new members

- emailing renewal letter, but first have to sort through and get emails in order
- Managing Social media flyers and Advertising

Trying to recruit and create new events for members and non- members

- leagues
- Tournaments
- craft shows
- youth programs

Structuring the Civic Center Website

- Needs a lot of updating

Responding to emails

- this takes up more time than I would have expected.

Creating signage for the facility

- Gym rules
- Facility hours
- upcoming events

Managing the calendar

Sending out invoices for events

Invoicing and managing the electronic sign

Paying Civic Center Bills

Managing Quick Books

Tracking and Invoicing Gym times

- School
- SPSYA
- Wellness Center
- Cat Hoops

Showing the Civic Center for Events

Cleaning

- We have a cleaner once a week. But the facility still requires daily cleaning.

I created this list off of my current to do list. Which is just the tip of the iceberg. I truly feel that if we push the civic center to the full potential of the facility this position could be created into a full-time job.

Connie Beck

From: Sarah Call <civiccenterstpaul@gmail.com>
Sent: Monday, October 21, 2019 11:39 AM
To: Connie Beck
Subject: Job Duties
Attachments: Civic Center Job Duties.docx

Connie, Sorry I am just getting this to you. Attached is a quick write up of the duties I have come up with in my first week in the position.
I hope it helps!

Thank you,

Sarah Call
Community Programs Coordinator
308-750-5616
civiccenterstpaul@gmail.com

Community
Program
Coordinator
Duties

Treasurer's Report:

Account Number	Prev. Mth Total	Current Mth Total	Total
Homestead Bank	September 30, 2019	October 31, 2019	
Checking 100-027	\$ (863,750.00)	\$ 697,366.06	\$ (166,383.94)
Sales Tax 300-277	\$ (43,980.40)	\$ 22,033.14	\$ (21,947.26)
Civic Center 300-749	\$ (13,983.95)	\$ 8,849.31	\$ (5,134.64)
City REDLG 301-465	\$ (20,161.04)	\$ 25,435.46	\$ 5,274.42
Water Trmt 504-189	\$ (17,564.17)	\$ 17,568.65	\$ 4.48
Keno 504-409	\$ (86,511.89)	\$ 87,182.73	\$ 670.84
Sales Tax 504420	\$ (116,052.20)	\$ 125,986.14	\$ 9,933.94
Pool 504-442	\$ (7,860.42)	\$ 7,861.76	\$ 1.34
Premium General 504-684	\$ (86,198.01)	\$ 90,621.29	\$ 4,423.28
General 504-805	\$ (28,209.32)	\$ 28,217.71	\$ 8.39
Sewer 504-849	\$ (22,653.01)	\$ 22,658.78	\$ 5.77
Police 504-860	\$ (12,617.00)	\$ 12,620.21	\$ 3.21
Senior Center 504-882	\$ (6,165.20)	\$ 6,166.25	\$ 1.05
Brick (Street) 504-915	\$ (2,020.58)	\$ 2,020.84	\$ 0.26
Library Maint. 504-970	\$ (15,304.12)	\$ 15,308.02	\$ 3.90
Light Sinking 504-981	\$ (24,742.01)	\$ 24,998.37	\$ 256.36
Fire Sinking 504-992	\$ (19,448.18)	\$ 19,453.13	\$ 4.95
EMT Sinking 505-003	\$ (8,863.99)	\$ 8,865.50	\$ 1.51
Street Sinking 505-014	\$ (9,028.80)	\$ 9,030.33	\$ 1.53
Park Sinking 505-025	\$ (14,543.92)	\$ 14,657.65	\$ 113.73
TIF Projects 505-036	\$ (930.77)	\$ 930.89	\$ 0.12
After School 505-146	\$ (3,171.87)	\$ 3,172.27	\$ 0.40
Elmwood Cemetery Found.	\$ (9,606.89)	\$ 9,608.52	\$ 1.63
Civic Center Sink 505179	\$ (10,517.95)	\$ 10,520.63	\$ 2.68
Housing Grant 4178-0	\$ (740.63)	\$ 790.63	\$ 50.00
Walk/Bike 5482-7	\$ (9,437.30)	\$ 9,437.30	\$ -
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)	\$ 219,352.98	\$ 935.90
Sales Tax CD 3327564	\$ (78,862.55)	\$ 79,194.51	\$ 331.96
Light CD 3640996	\$ (43,599.44)	\$ 43,599.44	\$ -

Civic Center

General CD 3212279	\$	(150,463.16)	\$	151,562.98	\$	1,099.82
Citizens Bank						
Consumer Deposit 102-415	\$	(50,077.50)	\$	50,577.50	\$	500.00
Cafeteria 125 102-407	\$	(17,765.71)	\$	18,221.35	\$	455.64
Health Ded 102-482	\$	(79,367.96)	\$	82,633.61	\$	3,265.65
Cemetery Saving 753-122	\$	(37,756.11)	\$	37,756.11	\$	-
Park Aluminum 772682	\$	(1,483.28)	\$	1,581.68	\$	98.40
25% Infrastructure 102-342	\$	(240,316.98)	\$	246,543.83	\$	6,226.85
Light ICS 103217	\$	(677,045.23)	\$	678,685.89	\$	1,640.66
Water ICS 103225	\$	(87,417.10)	\$	87,628.92	\$	211.82
Sewer ICS 103241	\$	(199,482.42)	\$	199,923.36	\$	440.94
General ICS 103209	\$	(1,178,104.84)	\$	1,180,709.05	\$	2,604.21
Building ICS 103233	\$	(47,451.34)	\$	47,556.21	\$	104.87
Fire ICS 103268	\$	(108,040.50)	\$	108,302.29	\$	261.79
Ambulance ICS 103276	\$	(231,167.97)	\$	231,728.13	\$	560.16
Park ICS 103284	\$	(99,654.80)	\$	99,875.08	\$	220.28
(Batting Cage)						
Police ICS 103292	\$	(46,447.28)	\$	46,549.92	\$	102.64
Keno ICS 103314	\$	(65,182.26)	\$	65,326.32	\$	144.06
Street ICS 103349	\$	(60,179.76)	\$	60,312.79	\$	133.03
Library ICS 103365	\$	(30,089.87)	\$	30,156.38	\$	66.51
Senior Center ICS 103373	\$	(30,089.87)	\$	30,156.38	\$	66.51
Redlg ICS 103381	\$	(62,233.27)	\$	62,370.84	\$	137.57
Pool ICS 103348	\$	(20,059.92)	\$	20,104.26	\$	44.34
Cemetery ICS 103446	\$	(17,969.16)	\$	18,008.88	\$	39.72
General TCD 109366	\$	(56,707.73)	\$	56,707.73	\$	-
General TCD 109367	\$	(56,697.50)	\$	56,697.50	\$	-
Heritage Bank						
UB ACH 411025	\$	(378,797.26)	\$	336,833.38	\$	(41,963.88)
Investors 4100744	\$	(28,106.24)	\$	28,106.24		Moved to ICS Lights
CITY FUND TOTAL						
	\$	(6,155,264.30)	\$	5,960,291.70	\$	(194,972.60)

Sarah Calls Hours

Day	IN	LUNCH	OUT	DEPARTMENT	HOURS
Oct 14th	430	NA	630	City	2
Oct 15th	9AM	NA	4pm	city	7
Oct 16th	10	na	4	CITY	6
OCT 16TH	6pm		7pm	CITY	1
Oct 17th	10am	na	4pm	CITY	6
Oct 18th	830am	na	3pm	City	6.5
Oct 18th				SPDC	1
Oct 21st	9am	na	4pm	City	7
Oct 22nd	930am	na	4pm	City	6.5
Oct 23rd	9am	na	4pm	city	7
Oct 24th	10am	na	4pm	City	6
Oct 24th	6pm	na	7pm	City	1
Oct 25th	10	na	3pm	City	5
Oct 25th				SPDC	1

63

NOTES

show civic center

checking emails for the week

show civic center-membership

checking emails for the week

Hours

Connie Beck

From: Sarah Call <civiccenterstpaul@gmail.com>
Sent: Monday, October 28, 2019 10:51 AM
To: Connie Beck
Subject: Hours
Attachments: hours.xlsx

SPDC asked me to keep my SPDC hours separate from my Civic Center hours. I just wanted to keep you updated on how that looks. I Attached my hours for the last pay period for your records. Have a great day! 😊

Thank you,

Sarah Call
Community Programs Coordinator
308-750-5616
civiccenterstpaul@gmail.com

Sarah Calls Hours

10-28 to 11-10-19

Day	IN	LUNCH	OUT	DEPARTMENT	HOURS	NOTES
Oct 28th	9:30		4:00	Civic	6.5	day spent in gym cleaning organaizing
Oct 29th	9:30		4:00	Civic	6.5	worked in concessions area, cameras updated, website updated
Oct 30th	9:00		2:00	Civic	5	updating website, chamber update
Oct 30th	2:00pm		4:00	SPDC	2	Documents for Brehm/Sack, chamber info
Oct 31st	9:30		2:00	SPDC	4.5	programs research, filing, organizing files, office organize
Oct 31st	2:00		4:00	Civic	2	Meet with HCMC, meet for funeral, prep for city council
Nov 1st	9:00		4:00	Civic	7	Camera review, quote for wall, new sign created
Nov 4th	8:30		4:00	Civic	7.5	funeral set up
Nov 5th	8:00		4:00	Civic	8	funeral in early for caterors and family
Nov 6th	9:30		4:00	Civic	6.5	Clean up for wedding, floors, fix broken door
Nov 7th	8:00		4:00	Civic	8	Wedding set up, woked on drop box
Nov 8th	9:00		12:00	Civic	3	Wedding setting up
Nov 8th	2:00		4:00	Civic	2	prep bday party for sun. festival of trees for sun.
Nov 10th	1:30		3:30	Civic	2	bday party in gym, festival of trees set up, meet with wedding for clean up inspection, back to lock up
					70.5	

**CITY OF ST. PAUL, NEBRASKA
ECONOMIC DEVELOPMENT PROGRAM**

Voter Approval on November 4th, 2014

Nebraska's voters enacted a constitutional amendment in November, 1990, granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs. In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act is based on the premise that communities should have the ability to use their own tax dollars in ways that best meet their own local needs. While ongoing planning processes in many towns have identified development, job creation, and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations has given municipalities greater latitude in determining and acting upon local needs.

As various towns have witnessed declining population and loss of business centers, they have thought about their futures and the types of actions and investments needed to reverse these past trends. At the same time, smaller towns and cities are beginning to realize a period of significant opportunity. In a period of uncertainty, complexity, and growing concern about the problem and quality of urban life, including cost and relative safety, the advantages offered by the smaller cities have become uniquely attractive. The revolution in information and communication technology, as well as goods distribution, has reduced the isolation of small towns. As a result, it is increasingly possible to operate a significant business in growth areas outside of major urban centers.

I. GENERAL COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY

St. Paul's community and economic development strategy involves building on our strengths to promote existing industries and the retention of jobs and to recruit new industries and jobs to the community. The principal strategy is directed at maintaining a good quality of life for our citizens and a strong workforce; developing community resources; attracting new capital investment; broadening the community's tax base; and ensuring economic stability and viability for St. Paul.

Economic diversification will continue to be a critical priority for St. Paul's economic development program. The recruitment of new businesses from outside and development of new businesses from inside the city will strengthen diversification. A small business development program can establish the city as a nurturing environment for small business and as a center for economic opportunity. This atmosphere, in turn can encourage people with skills and ideas to move or return to St. Paul to make a start in business.

In addition to recruitment, the city can create job opportunities by helping existing businesses in the city to expand their markets and compete more successfully. The successful marketing of St. Paul as a center for opportunity is important to the city's effort to expand its labor force and attract new residents. St. Paul is uniquely located to become a strong business & service center and residential destination.

The City of St. Paul recognizes that the attraction of new business and industry to a community or the expansion of existing business or industry takes place in a very competitive market place. In order to keep St. Paul, Nebraska as competitive as possible in that market place the community will strive to use all financial and human resources available in a partnership using federal, state, municipal and private sources.

II. STATEMENT OF PURPOSE, GENERAL INTENT AND GOALS

It is the intent of the City of St. Paul, Nebraska, to implement an economic development program, the purpose and goals of which will be: to create jobs and generate employment opportunities; to expand labor markets of St. Paul and Howard County; to attract new capital investment to the community to broaden the tax-base; to retain jobs and make existing businesses more competitive and profitable; to promote activities that generate positive economic impact; and to provide economic diversification to ensure economic stability and vitality for the community of St. Paul and the surrounding area.

III. ELIGIBILITY

A. Eligible Activities

Eligible activities under the economic development program may include, but shall not be limited to, the following:

- 1) The purchase and/or the construction or improvement of real estate, options for such purchases, and the renewal or extension of such options.

- 2) Small business development including expansion of existing businesses.
- 3) Recruitment of business, industry or new residents into the area.
- 4) A revolving loan fund from which low interest or performance based loans will be made to qualifying businesses on a match basis from the grantee business and based upon job creation and/or retention.
- 5) Grants for public works improvements which aid to the location or expansion of a qualified business.
- 6) Technical assistance to businesses to include but not limited to: job training, marketing assistance, management counseling, financial packaging, business plan development, and engineering assistance.
- 7) Payment for salaries and support of staff to implement and/or administer the program.
- 8) The eligible activities described above are considered priority activities for the use of funds generated under the local Option Municipal Economic Development Act. The City of St. Paul recognizes that the attraction of new business to a community or the expansion of existing businesses takes place in a very competitive market place. In order to keep St. Paul as competitive as possible in that market place, and in the creation of new jobs in the area, the City retains the right to include as eligible activities those additional activities authorized by State of Nebraska Statute: {18-2705}.
- 9) The Local option Municipal Economic Development Act has been changed in several Legislative sessions since it was signed into law on June 3, 1991. It is reasonable to assume the law will change during the course of St. Paul's Economic Development Program. In order to stay current with Nebraska Statutes, the City of St. Paul retains the right to amend this Economic Development Program when such amendment pertains to changes made to the Local Option Municipal Economic Development Act or to any other statutes that affect St. Paul's Program. Such amendments can only be made after a public hearing and a majority vote of St. Paul's City Council.

B. Types of Businesses That Will Be Eligible

A qualifying business shall mean any corporation, partnership, limited liability company or sole proprietorship which derives its principal source of income from any of the following:

- 1) The manufacture of articles of commerce.
- 2) The conduct of research and development.
- 3) The processing, storage, transport or sale of goods or commodities which are sold or traded in interstate commerce.
- 4) The sale of services in interstate commerce.
- 5) Headquarters facilities relating to eligible activities as listed in this section.
- 6) Telecommunications activities.
- 7) Tourism related activities.
- 8) Any business that derives its principal source of income from the construction or rehabilitation of housing.
- 9) Retail or any other business deemed as a qualifying business through future action of the legislature.

If a business which would otherwise be a qualifying business employs people and carries on activities in more than one city in Nebraska or will do so at any time during the first year following application for participation in the Program, it shall be a qualifying business only if, in each such city, it maintains employment for the first two years following the date on which such business begins operations in the city as a participant in its Program at a level not less than its average employment in such city over the twelve-month period preceding participation.

A qualifying business need not be located within the territorial boundaries of the city if the city council determines that there is a clear economic benefit to the city. Eligible qualifying businesses may apply more than once and receive program benefits more than once.

IV. OPERATION OF THE REVOLVING LOAN FUND

This section will describe details of the operation of the revolving loan fund. The size and special features of this fund, combined with the requirements of LB 840, requires that its operation be outlined.

A. General Guidelines:

1. The amount of funds available for any single project shall not exceed the amount of funds available under the Economic Development Program during the project term, nor shall it provide for more than fifty percent (50%) of applicant's total project costs. An applicant must provide participation and evidence of participation through private funding as distinguished from federal, state, or local funding in the minimum amount of ten percent (10%) equity investment. The right is reserved to negotiate the terms and conditions of the loan with each applicant, which terms and conditions may differ substantially from applicant to applicant. Financial assistance can be provided to any eligible business for any eligible activity.
2. If the loan is approved as performance based, a qualifying business may be approved to recapture a portion of the loan amount on a grant basis. The recaptured amount will be determined by the City Council, based upon job creation or retention and economic impact of the project to the community.
3. A loan repayment schedule providing for monthly, quarterly, or annual payments will be approved in conjunction with project approval. Repayments will be held in the revolving loan fund for future projects when approved or for use on any project under the economic development program.
4. The St Paul Development Corporation Director or appointed loan administrator is responsible for auditing and verifying job creation and retention and determining grant credits toward any loans made. No grant credits are available unless pre-approved in the initial application and project approval. No grant credits will be made available beyond the level initially approved.
5. The Revolving Loan Fund will be audited annually by a selected firm of certified public accountants.

6. The St Paul Development Corporation Director will assume primary responsibility for loan servicing and shall provide such other assistance or additional personnel as may be required. The individual may be an employee of the City, or the City may contract with an appropriate business or financial institution for loan servicing functions. The governing body of the city shall be provided with an account of the status of each loan outstanding, program income, and current investments of unexpended funds on a quarterly basis.
7. The individual responsible for loan servicing shall monitor the status of each loan and with the cooperation of the governing body of the City and primary lender or lenders take appropriate action when a loan becomes delinquent. The governing body shall establish standards for the determination of loan delinquency, when a loan shall be declared to be in default, and what action shall be taken to deal with the default to protect the interests of the qualifying business, third parties, and the City. The governing body shall establish a process to provide for consultation, agreement, and joint action between the City and the primary lender or lenders in pursuing appropriate remedies following the default of a qualifying business in order to collect amounts owed under the loan.

B. Application Requirements:

1. Complete an application that may be obtained from the office of the St Paul Development Corporation, 710 7th Street, St. Paul, Nebraska 68873.
2. Submit the completed application together with all information as set out below to the office of the St Paul Development Corporation. The application will then be reviewed by the St Paul Development Corporation, and upon completion of the review; the St Paul Development Corporation will make a final recommendation on the project to the City Council.
3. The St Paul Development Corporation will notify any applicant of the recommendation of the committee.

C. Information Required:

The qualifying business shall provide the following information before the St Paul Development Corporation considers any application:

- a. Submit a City of St. Paul Economic Development Loan Fund Application.
- b. Business plan.
- c. Two years complete individual federal tax returns (signed).
- d. Two years complete corporate tax returns (signed).
- e. Current year-to-date Profit and Loss Statement (signed). For a Start-up, provide projected year-end statements for first two (2) years of operation.
- f. Recent Balance Sheet (signed).
- g. List of Current Obligations for Existing Business.
- h. Personal Financial Statement for each person owning twenty (20) percent or more of the business.
- i. Other information as requested.

E. Constitution of Loan Committee:

The loan committee shall consist of the nine members of the Board of Directors of the St Paul Development Corporation, Inc. The City Council of the City of St. Paul reserves the discretion to change the constitution of the loan committee to other than the Board of Directors of the St Paul Development Corporation. If this occurs, the City Council of the City of St. Paul will determine criteria for the make-up of the loan committee at that time.

F. Evaluation and Approval of Loan Assistance:

The loan committee will evaluate each application according to the following criteria:

1. Eligibility under LB 840.
2. Soundness and credibility of the business proposal.
3. Track record, credibility, and credit worthiness of applicant.
4. Ability to leverage significant private financing.
5. Probability that the business assistance will be repaid.
6. Other criteria that the loan committee may establish for application review.

G. Types of Financing Available:

1. Low interest loans, subordinated to a loan from private sources. The revolving loan fund may provide a blended loan at lower than market interest, repaid simultaneously with the private financing, or may accept sequential payment, being repaid following full payment of the private loan. The committee will negotiate specific loan terms.

2. Loan guarantees, by which a portion of the revolving loan fund proceeds are pledged against private financing. Guarantees make private financing more available with the minimum expenditures of public funds. The committee will negotiate fees and other considerations for guarantees.

V. BUDGET

This section describes a preliminary source of funds and budget for St. Paul's economic development program. This budget will be developed annually and may be modified from time to time by the City Council. In the field of economic development, it is impossible to anticipate every condition or requirement. The city should maintain the flexibility to respond to specific requirements and opportunities on a short-term basis.

A. Proposed Funds to be Collected and Length of Time the Program Will Exist

The city source of public funds for the St. Paul Economic Development Program will be a one percent local option sales tax. If approved by the voters, this tax will remain in force for a period of fifteen years, beginning on July 1st, 2015. The local option sales tax will go out of existence on June 30, 2030. The total amount to be collected from a one percent sales tax is estimated to be \$3,800,000.00 (based on current retail sales) over the 15 year period. However, uncommitted funds and revenues including but not limited to repayment of loans, return on investments, fees for activities such as loan guarantees, and sales proceeds from properties, may continue to be used for activities contained within the Economic Development Program for an additional fifteen year period. This program shall be in effect commencing July 1, 2030 and ending June 30, 2045.

B. Bond Authority

St. Paul may have a business opportunity or other economic development project that requires initial funds that exceed the single year proceeds of the local option sales tax. In order to take advantage of such an opportunity, St. Paul should have the ability to issue bonds. Future sales tax receipts then retire these bonds. The City Council may authorize the issuance of bonds to carry out the economic development program following a public hearing.

C. Preliminary annual budget for the program

The annual amount that will be budgeted for Economic Development purposes in St. Paul is tied to the annual collections of sales tax by the City of St. Paul. Seventy five percent (75%) of the

annual sales tax collections shall be appropriated for eligible uses under the economic development program of the City of St. Paul. The remaining funds of twenty-five percent (25%) shall be appropriated to the general fund of the city for infrastructure development and maintenance or any other eligible activities under the economic development program.

Annual Estimated Funds Collected \$250,000.00

Expenditures shall be made as authorized by Nebraska Law, to include but not to be limited to expenditures for land acquisition, building construction, recruitment/development, infrastructure for specific business plans, loans, and administration.

Total Estimated Expenditures \$250,000.00

D. Economic Development Fund

Funds that shall be deposited into the separate economic development fund as established by the City of St Paul's Economic Development Program are as follows:

1. All funds derived from local sources of revenue for the economic development program,
2. Any earnings from the investment of such funds,
3. Any loan payments,
4. Any proceeds from the sale of assets purchased by the municipality under its economic development program, and
5. Any other money received by the municipality by reason of the economic development program.
6. No money in the Economic Development Fund shall be deposited in the General Fund of the City except as provided by this Economic Development Plan and Nebraska Statute.

VI. APPLICATION PROCESS FOR DIRECT FINANCIAL ASSISTANCE

The intent of the City of St. Paul is to contract with the St Paul Development Corporation, Inc. which is a Nebraska non-profit organization, or another outside entity (herein referred

to as "Program Administrator"), to administer the Economic Development Program.

Submission of applications and selection of participants involves a two-phase process.

A. PHASE I:

Phase one determines the potential of financing for proposed project or activity.

To be considered for direct financial assistance under this program, an applicant must provide the following unless waived by the Program Administrator.

- 1) A detailed description of the proposed project, including community benefits and effects on the city's environment;
- 2) A business plan, including employment and financial projections, current financial statements, financing requirements for the project, and total project cost;
- 3) A completed City of St. Paul Local Option Municipal Economic Development Program Application for Financial Assistance.

Additional information, as necessary to determine the eligibility and economic viability of the proposed project(s), may be requested by the Program Administrator and/or by the City Council.

The Program Administrator will review applications and requests for direct financial assistance in the order in which the Program Administrator receives them. Application review and approval, or disapproval, by Program Administrator will be based on project feasibility as determined by review of the applicant's business plan and other requested information by Program Administrator and the potential future economic benefit to the community of St. Paul.

Program Administrator will be responsible for verification of information in the applications of those eligible businesses which receive a recommendation for financial assistance before recommendation is made to the City Council.

In the event of termination of the contractual relationship between the City and the Program Administrator, the above-described responsibilities will be carried out by another entity, by existing city staff or by an economic development specialist hired by the city.

B. PHASE 2:

Phase two is the approval and execution portion of the process.

Upon completion of the negotiations on the terms and conditions of assistance between the Program Administrator and the applicant, the project will be submitted to the City Council for its review and approval. The Council will consider the overall benefits to the community, and will provide the Program Administrator a decision that fits within the time frame suitable to meet the business requirements of the applicants. Once approved, the Program Administrator will take the necessary actions to execute the agreements made.

The decisions of the governing body will be final.

VII. ADMINISTRATION OF ECONOMIC DEVELOPMENT PROGRAM

It is the intent of the program that the majority of the funds be used for supporting eligible activities and only the minimum required amount is to be spent to assist in the administration of the program. Three separate groups share the administration of the program. These are:

A. Program Administrator-St Paul Development Corporation, Inc:

1. Will be responsible for the day-to-day activities of administering the program.
2. Assists applicants and conducts active recruiting for potential applicants.
3. Provides someone to serve as an ex-officio, non-voting member of the Citizen Advisory Review Committee who will provide that committee with necessary advice and information.
4. Additional responsibilities, as determined by the City of St. Paul, necessary to carry out the program or program changes as dictated by changing project needs and economic condition.

B. Citizens Advisory Review Committee:

1. A group of citizens who are registered voters of the City, who are appointed by the Mayor and approved by the City Council will review the functioning and progress of the economic

development program and advise the City Council with regard to the program.

2. Committee organization will consist of:

- (a) Not less than five or more than ten members. Terms shall be for three years except that initial terms shall be established on a staggered basis to provide continuity on the committee.
- (b). No member of the citizen advisory review committee shall be an elected or appointed city official, an employee of the City, a participant in a decision making position regarding expenditures of program funds, or an official or employee of any qualifying business receiving financial assistance under the economic development program or of any financial institution participating directly in the economic development program.
- (c) At least one individual on the committee must have expertise or experience in the field of business, finance or accounting.
- (d) The Director of the St Paul Development Corporation and a city official who will serve as ex-officio members.

3. The Citizens Advisory Review Committee will meet regularly as required to review the program and will report to the City Council at least once in every six month period on its findings and suggestions at a public hearing called for that purpose.

Responsibilities will include:

- (a) Review the functioning and progress of the Economic Development Program at regular meetings and advise the City Council with regard to the program.
- (b) Report to the City Council on its findings and suggestions at a public hearing called for that purpose, at least once in every six-month period after the effective date of the ordinance.

- (c) Other duties as necessarily directed by the Mayor and City Council or future State of Nebraska legislation.

C. City Council:

1. Will have final authority on expenditure of funds in support of the economic development program.
2. May contract with the St Paul Development Corporation, Inc. to act as Program Administrator.
3. Will have ultimate responsibility for the economic development program.
4. Will approve the membership of the Citizens Advisory Review Committee.

VIII. Process to Insure Confidentiality of Business Information Received

In the process of gathering information about a qualifying business, the city may receive information about the business which is confidential and, if released, could cause harm to the business or give unfair advantage to its competitors. State law authorizes cities and other public entities to maintain the confidentiality of business records which come into their possession.

To protect the businesses applying for funds and to encourage them to make full and frank disclosure of business information relevant to their application, the city may take the following steps to ensure the confidentiality of the information it receives:

- A. The adoption of an ordinance which makes such information confidential and punishes disclosure;
- B. A restriction on the number of people with access to the files with the program administrator primarily responsible for their safe-keeping, and
- C. A requirement that personnel involved in the program sign statements of confidentiality regarding all personal and private submittals by qualified businesses.

IX. IDENTIFICATION OF REAL ESTATE

Continued development may exhaust existing industrial sites available in the St. Paul area well before the end of the planning period. Therefore, the city and the St Paul Development Corporation, Inc. should provide for the acquisition of industrial and commercial land and provide for supporting infrastructure.

Eligible activities include the purchase directly or indirectly through the St Paul Development Corporation, Inc. of commercial or industrial site(s) and obtaining options for the purchase of such real estate. Land to be purchased or optioned may be within or outside the corporate limits of the City of St. Paul and may be identified through local analysis by the City of St. Paul and/or Industrial Site Evaluation teams organized by the City of St. Paul or the administrator of the Economic Development Program. These identified sites may then be considered for option or purchase and further development.

In addition, the funds may be used to provide the infrastructure to these sites or other sites to make them attractive to new or expanding businesses. Eligible infrastructure improvements will include, but not be limited to, street, storm drainage, water, sewer, gas, electric or railroad extension. Infrastructure improvements and costs may extend beyond the corporate limits of the City of St. Paul.

* The funds may also be used to construct facilities, structures, and/or appurtenances for new or proposed development or to attract new business, industry, or new residents. These facilities, structures and appurtenances are not required to be within the corporate limits of St. Paul, Nebraska.

These sites and facilities will improve the attractiveness of St. Paul, Nebraska, as a location for new business and industry and residents and may be used as an incentive to aid in the location, relocation or expansion of a business. These sites and facilities may be sold or leased at a price at or below current market value. The proceeds from the sale or lease of land purchased and developed with funds generated by LB 840 may be used for the purchase and development of additional land and may be used for all other eligible program activities.

The attraction of a new business or industry may require an incentive to ensure its location in St. Paul. Any investment in land and infrastructure may provide that incentive while at the same time provide a benefit that will remain in the community. Developed industrial sites, buildings, and infrastructure will be of long-term benefit to the community regardless of future ownership.

be of long-term benefit to the community regardless of future ownership.

SECTION 4. REPEAL OF CONFLICTING PROVISIONS. Any conflicting provision of any previously enacted Ordinance is hereby repealed.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the viability of the remaining provisions of this ordinance. The Mayor and the City Council for the City of St. Paul, Nebraska hereby declare that it would have passed this ordinance and each section, subsection, sentence, clause or phrase of this ordinance irrespective of the fact that by one (1) or more section, subsection, sentence, clause or phrase be declared unconstitutional or invalid.

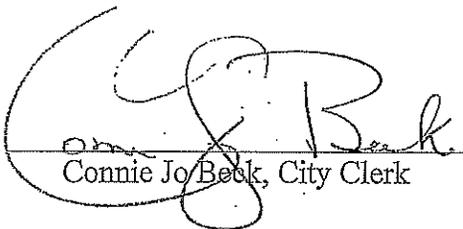
SECTION 6. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall be published in full and shall be in force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS 7th DAY OF August, 2017.



Tracy J. Howard, Mayor

ATTEST:



Connie Jo Beck, City Clerk

HOWARD COUNTY CLERK

612 INDIAN STREET

P.O. BOX 25

ST. PAUL, NEBRASKA

TELEPHONE 308-754-4343

FAX 308.754-4266

9-8-14
cb

September 5, 2014

RE: Notice of General Election

Enclosed you will find the preliminary Notice of General Election for Howard County. The official certifications will not be received from the Secretary of State's Office until September 12, 2014 and so this is the preliminary Notice. Please look over your subdivision issues and or candidates on this Notice of Election and notify me immediately if you see any errors in your part of the notice. If there are no corrections from you and no changes from the Secretary of State, this will be your Official Notice as of September 13, 2014. If there are corrections or changes I will be sending out a new Notice. If you have any questions please let me know.

Thank You



Bev Sack
Howard County Clerk/Elections Commissioner
bev.sack@nebraska.gov

**NOTICE OF ELECTION
NOVEMBER 4, 2014
GENERAL ELECTION**

Notice is hereby given that on Tuesday, the 4th day of November 2014, at all the usual polling places in the precincts of Howard County, Nebraska, a General Election will be held pursuant to Nebraska Statute 32-802. The polls will be open at 8:00 AM and close at 8:00 PM. Said election will be for electing candidates to various offices.

**UNITED STATES SENATOR
Vote for ONE 6-Year Term**

Ben Sasse Republican
Dave Domina Democrat
Jim Jenkins By Petition
Todd F. Watson By Petition

**MEMBER UNITED STATES HOUSE OF
REPRESENTATIVES
THIRD DISTRICT
Vote for ONE 2-Year Term**

Adrian Smith Republican
Mark Sullivan Democrat

**GOVERNOR
Vote for ONE 4-Year Term**

Pete Ricketts Republican
Lavon Heidemann-Lt. Governor
Chuck Hassebrook Democrat
Jane Raybould -Lt. Governor
Mark G. Elworth Jr. Libertarian
Scott Zimmerman-Lt. Governor

**SECRETARY OF STATE
Vote for ONE 4-Year Term**

John A. Gale Republican
Ben Backus Libertarian

**AUDITOR OF PUBLIC ACCOUNTS
Vote for ONE 4-Year Term**

Charlie Janssen Republican
Amanda McGill Democrat

**ATTORNEY GENERAL
Vote for ONE 4-Year Term**

Doug Peterson Republican
Janet Stewart Democrat

**STATE TREASURER
Vote for ONE 4-Year Term**

Don Stenberg Republican
Michael J. O'Hara Democrat
Michael Knebel Libertarian

COUNTY TICKET

**FOR COUNTY COMMISSIONER
DISTRICT ONE**

Vote for ONE 4 Year Term

David R. Boehle Democrat

**FOR COUNTY COMMISSIONER
DISTRICT TWO**

Vote for ONE 2 Year Term

Rance Lierman Republican

**FOR COUNTY COMMISSIONER
DISTRICT THREE**

Vote for ONE 4 Year Term

Kathy Hirschman Republican

**FOR COUNTY CLERK
Vote for ONE 4 Year Term**

Bev Sack Republican

**FOR COUNTY TREASURER
Vote for ONE 4 Year Term**

Jackie Synowski Republican

**FOR COUNTY ASSESSOR
Vote for ONE 4 Year Term**

Neal Dethlefs Republican

**FOR COUNTY SHERIFF
Vote for ONE 4 Year Term**

Tom Btsch Republican

**FOR COUNTY ATTORNEY
Vote for ONE 4 Year Term**

David Schroeder Republican

**FOR COUNTY SURVEYOR
Vote for ONE 4 Year Term**

Timothy J. Aitken Democrat

NONPARTISAN BALLOT

**MEMBER OF STATE BOARD OF EDUCATION
District Six**

Vote for ONE 4 Year Term

Maureen Nickels

BOELUS VILLAGE BOARD OF TRUSTEES
Vote for TWO 4 Year Term

Kevin D. Vogt
Paul Janulewicz

FARWELL VILLAGE BOARD OF TRUSTEES
Vote for TWO 4 Year Term

No Filings

COTESFIELD VILLAGE BOARD OF TRUSTEES
Vote for TWO 4 Year Term

Fred Hilmer

CUSHING VILLAGE BOARD OF TRUSTEES
Vote for TWO 4 Year Term

David Larson
Leo Haggerty

FOR MEMBER OF BOARD OF EDUCATION
ST. PAUL SCHOOL DISTRICT #1
Vote for THREE 4 Year Term

Suzan J. DeCamp
Shelly Harrahill
Dan Scheer
Ken Swinarski

FOR MEMBER BOARD OF EDUCATION SCHOOL
DISTRICT 100 ** CENTURA
Vote for ONE 4 Year Term

Ward I Garrod Luhn
Ward II Chad Adams
Ward III No Filings

FOR MEMBER BOARD OF EDUCATION
SCHOOL DISTRICT #103 - ELBA
Vote for THREE 4 Year Term

Kare Wolinski
Terry A. Spilinek

MEMBER OF BOARD OF EDUCATION
SCHOOL DISTRICT 1, LOUP CITY
Vote for FOUR 4 Year Term

Jamie Lewandowski
Joe J. Jerabek
Cindy Ericson
Loraine P. Panowicz
Brandon Tuma
Wayne Klein
Rick Chlewicki
Mitch Spotanski

PALMER SCHOOL DISTRICT #49
Vote for Three 4 Year Term
Kathy Wolfe
Jennifer Kunze
Ashley Wissing

GRAND ISLAND NORTHWEST-DISTRICT 82
Vote for Three 4 Year Term
Kim J. Meyer
Jeff Schimmer
Duane J. Witt

ST. PAUL CITY ISSUE

ISSUE ONE: Shall the City of St. Paul enact Proposed Ordinance No. _____ which adopts and implements the "Economic Development Plan for the City of St. Paul, Nebraska" for the purposes of providing the City of St. Paul, Nebraska with the opportunity to provide assistance to business enterprises in its community, whether for the expansion of existing operations or the creation of new businesses, by the use of funds raised by local taxation.

YES A vote of YES shall mean that Proposed Ordinance No. _____ will be enacted and the City of St. Paul, Nebraska Economic Program will be adopted and implemented.

NO A vote of NO shall mean that the City of St. Paul, Nebraska Economic Development Program will not be adopted and implemented.

ISSUE TWO: Shall the City of St. Paul, Nebraska enact a proposed ordinance which implements a one percent (1.0%) City Sales and Use Tax upon the same transaction within such municipality on which the State of Nebraska is authorized to impose a tax, for the purpose of funding the "City of St. Paul, Nebraska Economic Development Program" as set forth in Proposed Ordinance No. _____.

YES A vote of YES shall mean that Proposed Ordinance No. _____ will be enacted and the one percent (1.0%) City Sale and Use Tax will be implemented.

NO A vote of NO shall mean that the proposed one percent (1.0%) City Sale and Use Tax will not be implemented.

The Secretary of State will publish a true copy of the title and text of any amendments or referendums once each week for three consecutive weeks preceding the election.

I, Bev Sack, County Clerk of Howard County, Nebraska do hereby certify that the persons whose names are printed in this certification have made personal filings and each has fulfilled all requirements of law and each is entitled to have their name printed upon the official ballot as a candidate for public office as designated in the certification.

In witness whereof, I have set my hand and affixed the official seal of my said office this 18th day of September 2014.

Bev Sack

Bev Sack, Howard County Clerk

Library Staff Wage History

- 11/18/15 Library Board minutes approving increase of library staff wages by 3% retroactive to 10/1/15.
- 7/30/16 Library Board minutes approving salary and wage increase of 3% for library employees effective 10/1/16.
- 10/1/17 Spreadsheet of library wages incorporating 3% wage increase for library employees effective 10/1/17. [No Library Board minutes included.]
- 8/24/18 Email from Angela Blankenship indicating Kelli Wood's wage should be increased to \$15/hour for "special events". [No Library Board minutes included.]
- 10/1/18 Email from Angela Blankenship raising wage by 3% for library employees effective 10/1/18. [She references the July Library Board minutes, but they are not included.]
- 4/17/19 Library Board minutes authorizing adjustments to wages for new Library Director, Summer Reading Assistant, and new Assistant Library Director position.
- 7/17/19 Library Board minutes authorizing 3% wage increase for library staff.

2015

Library
Wage Approval

St Paul Library Board
Regular Meeting
November 18th, 2015

Meeting called to order by President Chris Elstermeier at 6:08 p.m. It was announced that a current copy of the Nebraska Open Meetings Act is available for review and the location of said copy was noted. Proper notice was printed in the Phonograph Herald.

Roll Call: Present

City of St Paul Representation

Martha Voigt
Chris Elstermeier
Mike Feeken

St Paul School District #1 Representation

Tracy Anderson
Jill Paulsen

Library Director

Angela Blankenship

Motion to approve the absence of Marty Mrkvicka by Elstermeier, seconded by Paulsen. Roll Call: All ayes, motion carried.

The minutes of the 10/21/2015 meeting were moved for approval by Voigt, with second by Anderson. Roll Call: All ayes, motion carried.

Library Director's Report: Director Blankenship presented the attached report. If specific action was required or additional information was supplied for a reported item, it is addressed in new/old business of the agenda.

New Business:

City Utility Superintendent Matt Helzer was present to discuss further issues with the roof and water leakage. Even after the repairs that were completed earlier by Chief Construction, there are still leaks that are appearing in the library. As we have been fighting roof leaks since original construction, Helzer did obtain a bid for the complete coating of the roof by Scarborough Construction. The bid cost was \$24,345 and includes a 10 year 100% warranty. A second bid will be sought from Tillotson. These bids will be presented to the City Council and Library Board in December.

Paulsen has reserved the Library Community Room as a site for the "Bountiful Baskets" food cooperative. The program is designed to help promote healthier eating. The St Paul site will become active in January.

Marion Bahensky will be writing a series of Letters to the Editor promoting the use of the Library as a genealogy center. The consensus of the board is that this acceptable, but would urge Marion to use wording that encouraged contributions for genealogy projects but that it is not mandatory.

It was with regret that the Board was informed that long-time board member Martha Voigt has submitted her resignation and will not seek City re-appointment to the Board. Thankfully, she has pledged to stay involved with the Library.

Old Business:

 In order to clarify the status of the wages of Library staff, the motion was made by Voigt to increase the wages of Library staff by 3% retroactive to October 1st, 2015 as originally adopted with the passage of the 2015-2016 fiscal year budget request. This motion seconded by Paulsen. Roll Call: All ayes, motion carried.

Other than an update of the balance of the maintenance fund and Library Certificated of Deposits (CDs), there were no financial reports to review.

Without further agenda items, the meeting was adjourned by President Elstermeier at 6:45 p.m.

The next meeting will be held on December 16th, 2015 at 6:00 p.m. – Respectfully Submitted – Mike Feeken,
Secretary

St Paul Library Board

Regular Meeting

July 20th, 2016

Meeting called to order by President Chris Elstermeier at 10:07 a.m. It was announced that a current copy of the Nebraska Open Meetings Act is available for review and the location of said copy was noted. As this was a change in normal meeting time, proper notice was posted in four places: St Paul post office, City of St Paul office, St Paul Library and Homestead Bank.

Roll Call: Present

City of St Paul Representation

Mike Feeken

Chris Elstermeier

Betty Czarnek

St Paul School District #1 Representation

Tracy Anderson

Jill Paulsen

Library Director

Angela Blankenship

Motion by Elstermeier with second by Paulsen to excuse the absence of School District representative Ken Swinarski. Roll Call: All ayes, motion carried.

The minutes of the 6/15/2016 meeting were moved for approval by Anderson, with second by Czarnek. Roll Call: All ayes, motion carried.

Library Director's Report: Director Blankenship presented the attached report. If specific action was required or additional information was supplied for a reported item, it is addressed in new/old business of the agenda.

Old Business:

The HVAC unit replacement project was completed in May. The Foundation contributed \$13,000 toward the project. Special thank you to the Foundation for this financial help. The roof portion of the project is scheduled to begin the week of July 25th, 2016.

During the previous month's meeting, there was discussion about the implementation of a computer use time limit. In checking with the policies of other libraries, it was noted that we will continue with our current practice, until such time as it would become a problem.

New Business: (In combination with the librarian's report)

The 2nd phase of the circulation desk project should begin in FY 2016-2017. The library was recipient of \$5,000 from the Elda Miller Fund to be used toward the project. Remaining project costs would primarily be electrical work.

The preliminary budget was presented for FY 16-17. The board had previously discussed increasing the salary and wages for "City" library employees. Motion by Czarnek, with second from Anderson to formally approve a 3% increase in wages. Roll Call: All ayes, motion carried. This increase was reflected in the budget review.

Additionally, with the new HVAC units there is opportunity to "enroll" in a maintenance agreement with Advanced Climate Control for \$820.00 annually. With this agreement, they will change the filters and inspect the units twice a year. The board will defer to the City on this decision; however it would increase portions of the library budget for this service. Unlike other year's budgets and increasing by \$500, the request will be made to the City to keep the "Books" budget the same. However, more emphasis will be made on promoting the Runza "day" and Book Fair as the library receives funding and/or books from these programs.

The computer chairs and couches in the reading areas have never been cleaned and are beginning to show their wear. Motion by Elstermeier to approve professionally cleaning the furniture, seconded by Paulsen. Roll Call: All ayes, motion carried.

Nebraska libraries that participate in the NebrasKard program offer the opportunity for patrons to check out books, etc from libraries statewide. Once enrolled, St Paul patrons could check out items from the Grand Island Public Library. There was some discussion on how our make-up (school and public library) may effect enrollment procedures. Motion by Feeken, seconded by Paulsen to begin the NebrasKard enrollment process. Roll Call: All ayes, motion carried.

Financial Report:

There was no financial report given, as the Board reviewed the preliminary budget.

As there was no further business to discuss the meeting was adjourned by President Elstermeier. The next meeting will be held on August 17th at 7:00 p.m. – Respectfully Submitted – Mike Feeken, Secretary

Summary of Summer Reading Program from Rachel Lewandowski

We had a wonderful group of kids this summer. About 165 kids were signed up, and on average, 65% were in attendance. Our program ran for six weeks which was just the right amount of time. We explored many different sports and games that encouraged the kids to be active during their free time this summer. We learned about the 2016 Olympics and took a field trip down to the Baseball Museum.

We also hosted some amazing presenters for the Thursday group: a magician, a scientist, and 4 former college athletes. I had many kids reading as well. About 20 kids read over 10 hours, and many others read at least 5 hours.

We have one last event, the pool party, where we will have fun in the sun and give away some amazing prizes. It's been a blast!

Thank you allowing this amazing program to continue each summer!

Rachel Lewandowski

Connie Beck

From: Mike Feeken <stpauldevcorp@gmail.com>
Sent: Thursday, July 21, 2016 4:50 PM
To: 'Connie Beck'
Subject: RE: Library Minutes 7-20-16

With the adoption of the budget – so October 1st, 2016

Mike Feeken
Executive Director
St Paul Development Corporation
710 7th Street
P.O. Box 64
St Paul, Nebraska 68873
308.754.4661
stpauldevcorp@gmail.com

*Libr. Wage
increase
Oct 1, 2016*

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From: Connie Beck [<mailto:cjbeck@cityofstpaulne.org>]
Sent: Thursday, July 21, 2016 4:49 PM
To: Mike Feeken
Subject: FW: Library Minutes 7-20-16

Mike, when is the effective date of the Library 3% wage increase? Thanks

Con Jo

From: Mike Feeken [<mailto:mikefeeken@gmail.com>]
Sent: Thursday, July 21, 2016 4:24 PM
To: 'Angie Blankenship'; 'Betty Czarnek'; 'Chris Elstermeier'; 'Jill Paulsen'; 'Ken Swinarski'; 'Lowen Clausen'; 'Tracy Anderson'
Cc: 'Connie Beck'
Subject: Library Minutes 7-20-16

Minutes and Librarian's report for the meeting of July 20th is attached.

mf

Library Increase 3% for 2016 – 2017 Year

All Done
10-16-16
payroll

✓ Ellen Ambrose $\$11.09 + .33 = \11.42

✓ Angie Blankenship $\$15.66 + .47 = \16.13

✓ Rene Derner $\$10.11 + .30 = \10.41

✓ Danielle Gerber $\$10.10 + .30 = \10.40

✓ Kathy Herbig $\$11.09 + .33 = \11.42

✓ Joleen Lewandowski $\$11.09 + .33 = \11.42

✓ Rachel Lewandowski $\$10.46 + .31 = \10.77

✓ Cherie Morgan $\$10.16 + .30 = \10.46

✓ Birttany Markvicka $\$8.69 + .26 = \8.95

✓ Kelsey Scheer $\$8.24 + .25 = \8.49

✓ Neely Tubbs $\$9.00 + .27 = \9.27

✓ Kim Turpitt $\$10.10 + .30 = \10.40

✓ Deb Wells $\$11.09 + .33 = \11.42

Lori Royle

From: Mike Feeken <mikefeeken@gmail.com>
Sent: Thursday, June 01, 2017 11:28 AM
To: Lori Royle; 'Angie Blankenship'
Subject: Wage Increase Correction

DONE

Lori – After speaking with Library Director Blankenship regarding the wage increase for Rachel Lewandowski: The 3% wage increase for FY 2016-2017 should have been applied to both of Rachel's wage scales. I know that you have already applied the increase for when Rachel works as a straight "City" employee, however – the wage should have also been applied for when Rachel is working as the director of the Summer Reading Program.

Sorry for any confusion.

Mike Feeken
Secretary/Financial
St. Paul Library Board

2017

~~Wage Scale 2015-16~~

New Salary Schedule Effective:

10/1/2017

3% Increase over

2016-17

Library Personnel	Employment Date	Current Wage	New Wage on	NEXT	NEXT
		2016-17	3% Inc. 10/1/2017		
Blankenship, Angela	8/1/2014	\$16.13	\$16.61	✓	
Herbig, Kathy	10/29/2004	\$11.42	\$11.76	✓	
Wells, Deb	12/1/2007	\$11.42	\$11.76	✓	0
Lewandowski, Joleen	9/1/2008	\$11.42	\$11.76	✓	
Ambroz, Ellen	2/16/2010	\$11.42	\$11.76	✓	
Lewandowski, Rachel	1/20/2010	\$10.77	\$11.04	✓	11.09
Rene Derner	12/1/2015	\$10.41	\$10.72	✓	
Kelli Wood	1/17/2017	\$10.41	\$10.72	✓	
Lewandowki, Rachel (summer reading director)		\$15.45	\$15.91		

Wage Scale:

	Beginning Wage	After 1 Year	After 2 Years	After 3 Years
2017-18				
Library Assistant	\$10.41			
Student Assistant	\$9.00			

Lori Royle

From: Angela Blankenship <angela.blankenship@spwildcat.org>
Sent: Tuesday, November 07, 2017 2:45 PM
To: Lori Royle
Subject: Re: Anna Lewandowski

Hi Lori! Sorry. Completely forgot to send that over to you! \$10.41 is the starting wage. Thanks.

On Tue, Nov 7, 2017 at 2:42 PM, Lori Royle <lroyle@cityofstpaulne.org> wrote:

Hi Angie and Joleen

Attached is the direct deposit form that I still need Anna to fill out and attach a voided check in order for me to pay her. Do you happen to know what wage she will be getting also Angie?

Thanks

Lori

--
Angela Blankenship
Library Director
St. Paul Library
1301 Howard Avenue
St. Paul, NE 68873
308-754-5223

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Lori Royle

From: Angela Blankenship <angela.blankenship@spwildcat.org>
Sent: Tuesday, May 01, 2018 2:47 PM
To: Lori Royle
Subject: employees

done

Kelli Wood will be making \$15/hr as summer reading directory

I will be hiring Hannah Koperski for the end of May. Her starting wage will be \$10.41/hr. I will get her paperwork to you before she starts!

Thanks!

--

Angela Blankenship
Library Director
St. Paul Library
1301 Howard Avenue
St. Paul, NE 68873
308-754-5223

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Lori Royle

From: Angela Blankenship <angela.blankenship@spwildcat.org>
Sent: Friday, August 24, 2018 10:48 AM
To: Lori Royle
Subject: kelli

*will pay under
Summer Reading
Program
still*

Hi Lori!

Kelli is going to keep teaching some special classes for me. I am going to pay her the \$15/hr when she teaches those things, just like summer reading. I am having her write- "special events" on a separate time card and clock in on those when she teaches events.

Thank you! :)

Angie

--
Angela Blankenship
Library Director
St. Paul Library
1301 Howard Avenue
St. Paul, NE 68873
308-754-5223

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2018

Royle

From: Angela Blankenship (via Google Sheets) <drive-shares-noreply@google.com>
Sent: Monday, October 01, 2018 3:26 PM
To: Lori Royle
Subject: Library Wage Scale 2018-19
Attachments: Library Wage Scale 2018-19.pdf

angela.blankenship@spwildcat.org has attached the following spreadsheet:



Library Wage Scale 2018-19



Here is our wage scale for this fiscal year. Mike said the 3% was approved in the July meeting minutes. Thanks.

Google Sheets: Create and edit spreadsheets online.

Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA

You have received this email because someone shared a spreadsheet with you from Google Sheets.



Wage Scale 2015-16					
	3% Increase over	2016-17	New Salary Schedule Effective:		10/1/2018
Library Personnel	Employment Date	Current Wage	New Wage on	NEXT	NEXT
				3% Inc.	
		2016-17		10/1/2018	
Blankenship, Angela	8/1/2014	\$16.13	\$16.61	17.11	✓
Herbig, Kathy	10/29/2004	\$11.42	\$11.76	12.11	✓
Wells, Deb	12/1/2007	\$11.42	\$11.76	12.11	✓
Lewandowski, Joleen	9/1/2008	\$11.42	\$11.76	12.11	✓
Lewandowski, Rachel	1/20/2010	\$10.77	11.09 11.04	11.37	11.42 ✓
Rene Derner	12/1/2015	\$10.41	\$10.72	11.04	✓
Kelli Wood	1/17/2017	\$10.41	\$10.72	11.04	✓
Kelli Wood (Special Events)			\$15.00	15.45	✓
Wage Scale:					
	Beginning Wage		After 1 Year	After 2 Years	After 3 Years
2017-18					
Summer Reading Director		\$15.00			
Library Assistant		\$10.41			
Student Assistant		\$9.00			

Approved
5-6-19
CB

April 17, 2019

Library Board Meeting MINUTES
6:00 pm St. Paul Library

I. Call to Order

Attendance: Roll call vote: Chris x Jill x Mike x Janet Linda x Jason x
Janet was excused with a family emergency.

President Chris Elstermeier stated that a current copy of the Nebraska Open Meetings Act is available for review and noted the location of said copy in the room. Proper notice of the meeting was posted at the library, post office and city office.

II. Approval of Minutes of the Last Meeting: **No Minutes to approve**

III. Librarian's report Correspondence and Communications : **No report given.**

IV. New Business

- Library Director position
 - A motion was made by Jill Paulsen and 2nd by Jason Meinecke to approve Aubrie Brown as the **Library Director** starting on May 28, 2019 with a wage for her city contract being set at **\$16.50/hr**
 - **All members presented voted yes.**
- Summer reading staff
 - A motion was made by Mike Feeken and 2nd by Jill Paulsen to approve Emma Thede as the **summer reading assistant** for the 2019 summer program and her wage will be set at **\$11.04/hr.**
 - **All members present voted yes.**
- Wage Increase for Kelli Wood
 - A motion was made by Mike Feeken and 2nd by Jill Paulsen to approve Kelli Wood for the **new position of Assistant Library Director** with a wage of **\$15.45/hr** as of today's date, 4/17/19.
 - **All members present voted yes.**

V. Old Business **No report was given.**

VI. Financial Report **No report was given.**

VII. Adjournment **The meeting was adjourned at 6:40 pm.**

Motion to approve: 1st: Jill P 2nd: Linda S

Roll call vote: **All members present voted yes.**

Next meeting June 19, 2019 @ 7:00 pm

start
pay period
beginning
5/10/19

July 17, 2019 Library Board
Meeting Agenda 7:00 pm Library
Community Room

I. Call to Order at 7:10 pm

Attendance: Chris P Jill Ab Mike P Janet P Linda P Jason P

*add
Loren*

Jill arrived at 7:28 pm

President Chris Elstermeier stated that a current copy of the Nebraska Open Meetings Act is available for review and noted the location of said copy in the room. Proper notice of the meeting had been printed in the Phonograph Herald newspaper.

II. Approval of the Minutes of the Last Meeting (no minutes on June meeting)

III. Librarian Director's report Correspondence and Communications

Library is going to discontinue the "kits" due to age and lack of use. Director is going to contact other libraries on funding and charges of Cricut.

IV. Discussion

- Library Board Video
Tabled until next meeting.
- Therapy Dog Update/Progress,
board asked Kelli to document usage each week.
- Monthly Newsletter
sent by email to library patrons, need to update email list.
- Job Description for Assistant Director
Jason made motion and Janet seconded the motion and board voted to accept job description of Assistant Director
- Budget 2019-2020
Discussed budget, increase programming and decrease

computers, Budget workshop for City is Tuesday the 23rd.

- Crossroads Application Library Hosted similar event several years ago, topic rural America is the subject.

- Strategic Plan/Accreditation- timeline See Directors packet

- Copier/Scanner- Office Net Contract see directors packet

Mike made motion and Linda seconded
Motion passed all yays

- Improvements line See packet.

Jason made motion and Jill seconded
Motion passed all yays

- Policy several to add, Per strategic plan outline.

- Homestead Bank employees donated 135 Dollars to the library, money will be given to foundation.

V. New Business

- Approve Job Description for Assistant Director
- Approve Budget
- Approve Application for Crossroads
- Approve Strategic Plan/Accreditation- timeline
- Approve Copier/Scanner- Office Net Contract
- Improvements line
 - Approve Policy

Updates VI. Old Business

- No Old Business from previous meetings

VII. - Financial Report Motion to approve: 1st: Jason 2nd: Janet Roll call vote: Motion passed all yays

3% Wage increase for Library employees 1st Chris 2nd Jill Roll Call vote

Motion passed All yays

Proposed 2019-2020 budget Motion to accept 1st Linda, 2nd Jill Roll call vote

Motion passed All yays.

VIII. Adjournment Motion to approve: 1st: Jill 2nd: Chris Roll call vote:

_____Chris Jill Mike Janet Linda Jason

Next meeting Aug 14, 2019 @ 7:00 pm

18-19

CITY OF ST PAUL
***Revenue Guideline©**

Current Period: SEPTEMBER 18-19

	18-19 YTD Budget	18-19 YTD Amt	SEPTEMBER MTD Amt	18-19 YTD Balance	% of YTD Budget
LIBRARY					
Active R 44-010 PROPERTY TAX	\$76,000.00	\$74,983.04	\$21,124.03	\$1,016.96	98.66%
Active R 44-015 STATE AID TO LIBR	\$0.00	\$906.00	\$0.00	-\$906.00	0.00%
Active R 44-023 Prorate -Mtr Veh Collection	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active R 44-220 Donation - Unrestricted	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active R 44-251 Runza Books	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active R 44-260 REFUNDS	\$30,800.00	\$24,925.71	\$2,437.29	\$5,874.29	80.93%
Active R 44-290 INVESTMENT INT	\$10.00	\$201.47	\$64.22	-\$191.47	2014.70%
Active R 44-310 FINE/Penalty	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active R 44-420 TRANSFER IN	\$0.00	\$46,596.00	\$0.00	-\$46,596.00	0.00%
Active R 44-511 MAINTENANCE RESERV	\$2,500.00	\$2,500.00	\$0.00	\$0.00	100.00%
Active R 44-600 TIME CD	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active R 44-610 GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active R 44-630 REIMBURSEMENT	\$0.00	\$582.14	\$0.00	-\$582.14	0.00%
Active R 44-950 Error Code	\$0.00	\$2,500.00	\$0.00	-\$2,500.00	0.00%
Total LIBRARY	\$109,310.00	\$153,194.36	\$23,625.54	-\$43,884.36	140.15%

18-19

CITY OF ST PAUL
 *Expenditure Guideline©

Current Period: SEPTEMBER 18-19

		18-19 YTD Budget	18-19 YTD Amt	SEPTEMBER MTD Amt	Enc Current	18-19 YTD Balance	% of YTD Budget
LIBRARY							
Active	E 44-10-110 SALARY & WAGES	\$33,500.00	\$29,963.67	\$1,895.76	\$0.00	\$3,536.33	89.44%
Active	E 44-10-115 FICA	\$2,077.00	\$1,857.84	\$117.56	\$0.00	\$219.16	89.45%
Active	E 44-10-116 MEDICARE	\$486.00	\$434.48	\$27.50	\$0.00	\$51.52	89.40%
Active	E 44-20-117 JANITOR	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	0.00%
Active	E 44-20-210 PROF&SCHOOLS	\$1,700.00	\$889.26	\$0.00	\$0.00	\$810.74	52.31%
Active	E 44-20-220 COMMUNICATION	\$400.00	\$312.58	\$28.22	\$0.00	\$87.42	78.15%
Active	E 44-20-234 MAGAZINE & PAPER	\$2,000.00	\$1,944.89	\$197.63	\$0.00	\$55.11	97.24%
Active	E 44-20-240 PUBLISH / CODIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 44-20-241 LIBRARY GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 44-20-242 BOOKS	\$27,500.00	\$23,205.64	\$4,786.82	\$0.00	\$4,294.36	84.38%
Active	E 44-20-245 Runza Books Library	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 44-20-250 CITY INSURANCE	\$7,200.00	\$7,200.00	\$0.00	\$0.00	\$0.00	100.00%
Active	E 44-20-261 CITY LIGHTS	\$8,500.00	\$7,919.91	\$727.59	\$0.00	\$580.09	93.18%
Active	E 44-20-262 BLACKHILLS GAS	\$3,500.00	\$2,864.98	\$31.91	\$0.00	\$635.02	81.86%
Active	E 44-20-270 UTILITY R & M	\$1,300.00	\$909.06	\$19.98	\$0.00	\$390.94	69.93%
Active	E 44-20-309 COMPUTER	\$2,000.00	\$858.84	\$0.00	\$0.00	\$1,141.16	42.94%
Active	E 44-20-310 OFFICE SUPPLIES	\$3,000.00	\$3,137.60	\$233.44	\$0.00	-\$137.60	104.59%
Active	E 44-20-322 PROGRAM EXPENSE	\$1,500.00	\$1,407.23	\$0.00	\$0.00	\$92.77	93.82%
Active	E 44-20-345 ACCOUNTING FEE	\$1,000.00	\$1,505.00	\$505.00	\$0.00	-\$505.00	150.50%
Active	E 44-20-520 BLDG/ R & M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 44-20-541 EQUIP RESERVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 44-50-541 EQUIP RESERVE	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	100.00%
Active	E 44-50-550 IMPROVEMENTS	\$2,000.00	\$3,570.55	\$920.55	\$0.00	-\$1,570.55	178.53%
Active	E 44-70-160 TRANSFER OUT	\$0.00	\$46,596.00	\$0.00	\$0.00	-\$46,596.00	0.00%
	Total LIBRARY	\$109,163.00	\$137,077.53	\$9,491.96	\$0.00	-\$27,914.53	125.57%

CITY OF ST PAUL
 *Revenue Guideline©

11/14/19 8:56 AM

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19-20

Current Period: NOVEMBER 19-20

		19-20 YTD Budget	19-20 YTD Amt	NOVEMBER MTD Amt	19-20 YTD Balance	% of YTD Budget
LIBRARY						
Active	R 44-010 PROPERTY TAX	\$76,000.00	\$3,402.71	\$0.00	\$72,597.29	4.48%
Active	R 44-015 STATE AID TO LIBR	\$900.00	\$0.00	\$0.00	\$900.00	0.00%
Active	R 44-023 Prorate -Mtr Veh Collection	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 44-220 Donation - Unrestricted	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 44-251 Runza Books	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 44-260 REFUNDS	\$31,160.00	\$0.00	\$0.00	\$31,160.00	0.00%
Active	R 44-290 INVESTMENT INT	\$0.00	\$70.41	\$0.00	-\$70.41	0.00%
Active	R 44-310 FINE/Penalty	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 44-420 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 44-511 MAINTENANCE RESERV	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
Active	R 44-600 TIME CD	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 44-610 GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 44-630 REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 44-950 Error Code	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total LIBRARY	\$110,560.00	\$3,473.12	\$0.00	\$107,086.88	3.14%

CITY OF ST PAUL
***Expenditure Guideline©**

19-20

Current Period: NOVEMBER 19-20

		19-20 YTD Budget	19-20 YTD Amt	NOVEMBER MTD Amt	Enc Current	19-20 YTD Balance	% of YTD Budget
LIBRARY							
Active	E 44-10-110 SALARY & WAGES	\$33,500.00	\$3,703.40	\$1,786.89	\$0.00	\$29,796.60	11.05%
Active	E 44-10-115 FICA	\$2,077.00	\$227.66	\$110.80	\$0.00	\$1,849.34	10.96%
Active	E 44-10-116 MEDICARE	\$486.00	\$53.25	\$25.93	\$0.00	\$432.75	10.96%
Active	E 44-20-117 JANITOR	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	0.00%
Active	E 44-20-210 PROF&SCHOOLS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 44-20-220 COMMUNICATION	\$400.00	\$51.86	\$25.81	\$0.00	\$348.14	12.97%
Active	E 44-20-234 MAGAZINE & PAPER	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00	0.00%
Active	E 44-20-240 PUBLISH / CODIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 44-20-241 LIBRARY GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 44-20-242 BOOKS	\$28,000.00	\$2,962.41	\$1,051.37	\$0.00	\$25,037.59	10.58%
Active	E 44-20-245 Runza Books Library	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 44-20-250 CITY INSURANCE	\$7,920.00	\$7,595.19	\$0.00	\$0.00	\$324.81	95.90%
Active	E 44-20-261 CITY LIGHTS	\$8,500.00	\$673.89	\$0.00	\$0.00	\$7,826.11	7.93%
Active	E 44-20-262 BLACKHILLS GAS	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.00%
Active	E 44-20-270 UTILITY R & M	\$1,200.00	\$3.99	\$3.99	\$0.00	\$1,196.01	0.33%
Active	E 44-20-309 COMPUTER	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 44-20-310 OFFICE SUPPLIES	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0.00%
Active	E 44-20-322 PROGRAM EXPENSE	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	E 44-20-345 ACCOUNTING FEE	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 44-20-520 BLDG/ R & M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 44-20-541 EQUIP RESERVE	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%
Active	E 44-50-541 EQUIP RESERVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 44-50-550 IMPROVEMENTS	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	E 44-70-160 TRANSFER OUT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total LIBRARY	\$109,883.00	\$15,271.65	\$3,004.79	\$0.00	\$94,611.35	13.90%

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

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

Miretta Vineyards & Winery, Inc. dba Miletta Vista Winery

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1732 Hwy 281

Retail Liquor License Address or Non-Profit Business Address
St Paul NE 68873

Retail License Number or Non-Profit Federal ID #

<u>Consecutive Dates only</u>	12-6-2019	12-7-2019				
Event Date(s):						
Event Start Time(s):	10:00 a.m.	9:00 a.m.				
Event End Time(s):	8:00 p.m.	4:00 p.m.				

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: St Paul Civic Center

Event Street Address/City: 423 Howard Ave., St. Paul Ne 68873

Indoor area to be licensed in length & width: 15 x 15

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

Type of Event: Tasting/bottle sales Estimate # of attendees: 250

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

Event Contact Name: Loretta McDowell Event Contact Phone Number: 308-750-1826

Event Contact Email: loretta@milettavistawinery.com

*Signature Authorized Representative: [Signature] Printed Name Loretta McDowell

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

All Identification must be checked, along with wristbands being utilized for underage drinking.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

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

The City of St. Paul and the St. Paul Development Corporation will assume no responsibility for problems, legal or otherwise, which could result from consuming alcoholic beverages in the St. Paul Civic Center, or surrounding property.

Insurance Requirements: Anyone serving liquor at the St. Paul Civic Center is required to have at least One Million Dollars (\$1,000,000.00) in general liability insurance. The City of St. Paul must be listed as an Additional Insured. They must also have liquor liability insurance in an amount of at least \$100,000 per occurrence/\$300,000 aggregate. Proof of insurance must be provided prior to the City Council meeting for approval of the Special Designated License (SDL).

Christmas Festival
AGREEMENT OF ALCOHOL CATERER

EVENT: Tasting / Bottle Sales DATE: 12-6 + 12-7-19

The undersigned acknowledges that it will be the CATERER of alcoholic beverages in the **St. Paul Civic Center.**

1. CATERER shall follow all laws and rules regarding the provision of alcoholic beverages in the St. Paul Civic Center.

2. CATERER has a general liability insurance policy in effect in an amount not less than \$1,000,000.00. CATERER shall list the CITY OF ST. PAUL as an Additional Insured on said policy. CATERER also has a liquor liability policy in effect in an amount not less than \$100,000 per occurrence/\$300,000 aggregate. CATERER shall provide CITY proof of said insurance for catering alcohol **in the St. Paul Civic Center.**

3. All responsibilities for damages or problems, legal or otherwise, which might result from providing alcoholic beverages in the St. Paul Civic Center, or surrounding property, shall be assumed by CATERER and CATERER agrees to hold the CITY AND ST. PAUL DEVELOPMENT CORPORATION harmless from any liability and indemnify the CITY AND ST. PAUL DEVELOPMENT CORPORATION for any costs incurred arising from CATERER's services at the **St. Paul Civic Center.**

4. It is agreed that the terms of this agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives, and assigns.

5. If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

CITY OF ST. PAUL, NEBRASKA

DATE: 11-5-19

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

CATERER NAME: _____

DATE: 11-5-19

BY: *[Signature]*
Authorized Agent of Caterer

ST. PAUL DEVELOPMENT CORPORATION
 MIDDLE LOUP SUBDIVISION
 ST. PAUL, NEBRASKA



CONTRACTOR				The Diamond Engineering Co.		Paulsen Inc.		Starostka Group Unlimited Inc.		Werner Construction Inc.		A & R Construction Co.		Bauer Underground Inc.	
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	BASE BID SECTION - A														
1	Mobilization/Demobilization	L.S.	1	\$24,000.00	\$24,000.00	\$50,000.00	\$50,000.00	\$145,776.50	\$145,776.50	\$60,000.00	\$60,000.00	\$42,000.00	\$42,000.00	\$140,000.00	\$140,000.00
2	Dewatering	L.S.	1	124,000.00	\$124,000.00	145,000.00	\$145,000.00	150,615.62	\$150,615.62	136,500.00	\$136,500.00	70,000.00	\$70,000.00	145,000.00	\$145,000.00
3	Remove Pavement	S.Y.	31	12.00	\$372.00	16.00	\$496.00	6.64	\$205.84	16.00	\$496.00	18.22	\$564.82	22.00	\$682.00
4	7" Concrete Pavement w/Integral Curb	S.Y.	11,964	44.50	\$532,398.00	38.50	\$460,614.00	41.50	\$496,506.00	45.05	\$538,978.20	48.44	\$579,536.16	45.00	\$538,380.00
5	Subgrade Preparation	S.Y.	11,964	2.00	\$23,928.00	0.75	\$8,973.00	2.38	\$28,474.32	2.57	\$30,747.48	1.44	\$17,228.16	6.00	\$71,784.00
6	Build Concrete Header	L.F.	111	22.00	\$2,442.00	9.00	\$999.00	25.00	\$2,775.00	14.00	\$1,554.00	12.00	\$1,332.00	18.00	\$1,998.00
7	36" Flared-End Section	EA.	1	3,000.00	\$3,000.00	2,000.00	\$2,000.00	698.12	\$698.12	1,900.00	\$1,900.00	1,300.00	\$1,300.00	2,000.00	\$2,000.00
8	36" R.C. Pipe	L.F.	1,531	74.00	\$113,294.00	89.00	\$136,259.00	75.71	\$115,912.01	91.35	\$139,856.85	96.44	\$147,649.64	100.00	\$153,100.00
9	24" R.C. Pipe	L.F.	761	49.00	\$37,289.00	57.00	\$43,377.00	43.95	\$33,445.95	57.75	\$43,947.75	61.66	\$46,923.26	65.00	\$49,465.00
10	18" R.C. Pipe	L.F.	872	36.00	\$31,392.00	43.00	\$37,496.00	26.00	\$22,672.00	43.05	\$37,539.60	48.77	\$42,527.44	50.00	\$43,600.00
11	Storm Junction Box	EA.	5	4,500.00	\$22,500.00	5,400.00	\$27,000.00	4,622.41	\$23,112.05	5,250.00	\$26,250.00	3,900.00	\$19,500.00	5,700.00	\$28,500.00
12	Curb Inlet	EA.	8	4,000.00	\$32,000.00	2,700.00	\$21,600.00	3,445.64	\$27,565.12	2,625.00	\$21,000.00	4,300.00	\$34,400.00	3,200.00	\$25,600.00
13	18" Cap	EA.	1	300.00	\$300.00	450.00	\$450.00	373.41	\$373.41	500.00	\$500.00	440.00	\$440.00	480.00	\$480.00
14	Earthwork	L.S.	1	91,000.00	\$91,000.00	120,000.00	\$120,000.00	84,958.00	\$84,958.00	105,000.00	\$105,000.00	135,000.00	\$135,000.00	120,000.00	\$120,000.00
15	Silt Fence	L.F.	740	4.25	\$3,145.00	4.50	\$3,330.00	3.00	\$2,220.00	3.15	\$2,331.00	4.00	\$2,960.00	5.00	\$3,700.00
16	Seeding & Mulch	AC.	17	2,200.00	\$36,630.00	1,800.00	\$29,970.00	1,614.73	\$26,885.25	2,835.00	\$47,202.75	2,266.00	\$37,728.90	3,000.00	\$49,950.00
17	Tree Removal / Clearing and Grubbing	L.S.	1	28,000.00	\$28,000.00	23,000.00	\$23,000.00	22,737.12	\$22,737.12	20,500.00	\$20,500.00	50,000.00	\$50,000.00	23,000.00	\$23,000.00
18	Build Construction Entrance	EA.	1	1,900.00	\$1,900.00	2,000.00	\$2,000.00	2,178.10	\$2,178.10	2,000.00	\$2,000.00	2,900.00	\$2,900.00	2,000.00	\$2,000.00
19	8" PVC Sanitary Sewer	L.F.	1,533	31.00	\$47,523.00	31.00	\$47,523.00	30.50	\$46,756.50	30.45	\$46,679.85	45.00	\$68,985.00	33.00	\$50,589.00
20	4" PVC Sanitary Sewer Service	L.F.	389	28.00	\$10,892.00	24.00	\$9,336.00	22.35	\$8,694.15	24.15	\$9,394.35	36.00	\$14,004.00	25.00	\$9,725.00
21	1.5" HDPE Force Main	L.F.	799	13.00	\$10,387.00	12.00	\$9,588.00	16.44	\$13,135.56	11.55	\$9,228.45	28.00	\$22,372.00	12.00	\$9,588.00
22	Flushing Station	EA.	1	2,000.00	\$2,000.00	3,000.00	\$3,000.00	4,456.29	\$4,456.29	3,000.00	\$3,000.00	3,421.00	\$3,421.00	3,150.00	\$3,150.00
23	48" Dia. Sanitary Sewer Manhole	EA.	6	4,700.00	\$28,200.00	4,400.00	\$26,400.00	4,508.95	\$27,053.70	4,410.00	\$26,460.00	5,200.00	\$31,200.00	4,700.00	\$28,200.00
24	Sanitary Sewer Service Connection	EA.	10	160.00	\$1,600.00	225.00	\$2,250.00	131.46	\$1,314.60	221.00	\$2,210.00	352.00	\$3,520.00	235.00	\$2,350.00
25	Lift Station	EA.	1	67,500.00	\$67,500.00	65,000.00	\$65,000.00	36,724.45	\$36,724.45	61,000.00	\$61,000.00	65,000.00	\$65,000.00	70,000.00	\$70,000.00
26	8" PVC Cap	EA.	1	73.00	\$73.00	65.00	\$65.00	43.21	\$43.21	58.00	\$58.00	180.00	\$180.00	62.00	\$62.00
27	Connect to Existing Structure	EA.	1	500.00	\$500.00	750.00	\$750.00	795.99	\$795.99	735.00	\$735.00	1,000.00	\$1,000.00	800.00	\$800.00
28	8" D.I. Water Main	L.F.	1,039	40.00	\$41,560.00	43.00	\$44,677.00	42.70	\$44,365.30	43.05	\$44,728.95	39.00	\$40,521.00	45.00	\$46,755.00
29	8" PVC Water Main	L.F.	1,425	24.00	\$34,200.00	24.50	\$34,912.50	23.93	\$34,100.25	24.15	\$34,413.75	33.00	\$47,025.00	25.00	\$35,625.00
30	8" M.J. 45° Bend	EA.	2	380.00	\$760.00	500.00	\$1,000.00	273.83	\$547.66	500.00	\$1,000.00	406.00	\$812.00	530.00	\$1,060.00
31	8" M.J. Tee	EA.	3	485.00	\$1,455.00	750.00	\$2,250.00	376.27	\$1,128.81	735.00	\$2,205.00	496.00	\$1,488.00	800.00	\$2,400.00
32	8" x 6" M.J. Tee	EA.	5	460.00	\$2,300.00	525.00	\$2,625.00	247.69	\$1,238.45	525.00	\$2,625.00	486.00	\$2,430.00	550.00	\$2,750.00
33	8" Gate Valve w/Box	EA.	6	1,400.00	\$8,400.00	1,550.00	\$9,300.00	1,420.49	\$8,522.94	1,575.00	\$9,450.00	1,200.00	\$7,200.00	1,800.00	\$9,600.00
34	8" M.J. Cap	EA.	2	300.00	\$600.00	195.00	\$390.00	194.27	\$388.54	200.00	\$400.00	304.00	\$608.00	200.00	\$400.00
35	8" M.J. Sleeve	EA.	3	300.00	\$900.00	275.00	\$825.00	748.71	\$2,246.13	270.00	\$810.00	600.00	\$1,800.00	300.00	\$900.00
36	Remove Existing Fitting	EA.	1	400.00	\$400.00	65.00	\$65.00	335.89	\$335.89	53.00	\$53.00	256.00	\$256.00	55.00	\$55.00
37	8" x 6" M.J. Reducer	EA.	2	250.00	\$500.00	225.00	\$450.00	154.88	\$309.76	226.00	\$452.00	432.00	\$864.00	240.00	\$480.00
38	Fire Hydrant Assembly w/Aux Valve	EA.	5	5,000.00	\$25,000.00	5,200.00	\$26,000.00	5,273.83	\$26,369.15	5,145.00	\$25,725.00	3,900.00	\$19,500.00	5,500.00	\$27,500.00
39	Water Service Tubing	L.F.	590	15.00	\$8,850.00	15.00	\$8,850.00	10.23	\$6,035.70	14.70	\$8,673.00	16.56	\$9,770.40	15.00	\$8,850.00
40	Water Service Connection	EA.	11	800.00	\$8,800.00	1,050.00	\$11,550.00	977.50	\$10,752.50	1,050.00	\$11,550.00	800.00	\$8,800.00	1,100.00	\$12,100.00
41	Tracer Wire Test Box	EA.	12	180.00	\$2,160.00	100.00	\$1,200.00	92.53	\$1,110.36	100.00	\$1,200.00	259.00	\$3,108.00	105.00	\$1,260.00
42	Relocate Gas Main	L.S.	1	27,439.13	\$27,439.13	27,500.00	\$27,500.00	27,439.13	\$27,439.13	30,000.00	\$30,000.00	30,000.00	\$30,000.00	27,439.13	\$27,439.13
43	Gravel Surfacing	TN.	45	26.00	\$1,170.00	21.00	\$945.00	23.02	\$1,035.90	20.00	\$900.00	34.00	\$1,530.00	21.00	\$945.00
44	Overexcavation	C.Y.	600	7.50	\$4,500.00	7.40	\$4,440.00	8.73	\$5,238.00	7.80	\$4,680.00	11.00	\$6,600.00	8.00	\$4,800.00
	Total of All Unit Price Bid Items for Base Bid Section - A				\$1,445,259.13		\$1,453,455.50		\$1,497,249.33		\$1,553,934.98		\$1,623,984.78		\$1,756,622.13

CONTRACTOR				The Diamond Engineering Co.		Paulsen Inc.		Starostka Group Unlimited Inc.		Werner Construction Inc.		A & R Construction Co.		Bauer Underground Inc.	
BASE BID SECTION - B															
1	Traffic Control	L.S.	1	4,000.00	\$4,000.00	5,000.00	\$5,000.00	6,318.53	\$6,318.53	6,000.00	\$6,000.00	5,600.00	\$5,600.00	7,200.00	\$7,200.00
2	Mobilization	L.S.	1	20,000.00	\$20,000.00	25,000.00	\$25,000.00	30,443.80	\$30,443.80	27,000.00	\$27,000.00	22,000.00	\$22,000.00	15,000.00	\$15,000.00
3	Build 10" Doweled Concrete Pavement	S.Y.	975	79.50	\$77,512.50	62.00	\$60,450.00	60.00	\$58,500.00	77.63	\$75,689.25	84.11	\$82,007.25	85.00	\$82,875.00
4	Build Curb Inlet	EA.	1	4,800.00	\$4,800.00	4,800.00	\$4,800.00	4,063.00	\$4,063.00	5,000.00	\$5,000.00	4,800.00	\$4,800.00	5,700.00	\$5,700.00
5	Build Storm Manhole	EA.	1	5,200.00	\$5,200.00	6,800.00	\$6,800.00	6,057.00	\$6,057.00	7,000.00	\$7,000.00	4,300.00	\$4,300.00	7,500.00	\$7,500.00
6	18" Reinforced Concrete Storm Sewer Pipe	L.F.	8	73.00	\$584.00	47.00	\$376.00	54.87	\$438.96	50.00	\$400.00	65.33	\$522.64	50.00	\$400.00
7	Adjust Manhole to Grade	EA.	2	500.00	\$1,000.00	400.00	\$800.00	500.00	\$1,000.00	575.00	\$1,150.00	400.00	\$800.00	465.00	\$930.00
8	5" Yellow, Wet Reflective Polyurea	L.F.	2,013	7.00	\$14,091.00	7.00	\$14,091.00	6.50	\$13,084.50	6.83	\$13,748.79	7.00	\$14,091.00	7.00	\$14,091.00
9	5" White, Wet Reflective Polyurea	L.F.	574	7.00	\$4,018.00	7.00	\$4,018.00	6.50	\$3,731.00	6.83	\$3,920.42	7.00	\$4,018.00	7.00	\$4,018.00
10	Remove Concrete Pavement	S.Y.	81	8.00	\$648.00	10.00	\$810.00	10.39	\$841.59	15.00	\$1,215.00	12.00	\$972.00	28.00	\$2,268.00
11	Remove Asphalt Pavement	S.Y.	265	8.00	\$2,120.00	10.00	\$2,650.00	9.57	\$2,536.05	7.50	\$1,987.50	12.00	\$3,180.00	6.00	\$1,590.00
12	Remove Storm Sewer Manhole	EA.	1	750.00	\$750.00	600.00	\$600.00	474.04	\$474.04	600.00	\$600.00	650.00	\$650.00	640.00	\$640.00
13	Remove Tree	EA.	2	525.00	\$1,050.00	525.00	\$1,050.00	606.32	\$1,212.64	525.00	\$1,050.00	974.00	\$1,948.00	560.00	\$1,120.00
14	Remove and Reset Sign	EA.	3	100.00	\$300.00	125.00	\$375.00	135.62	\$406.86	125.00	\$375.00	175.00	\$525.00	200.00	\$600.00
15	Earthwork	L.S.	1	5,000.00	\$5,000.00	9,000.00	\$9,000.00	5,820.70	\$5,820.70	8,400.00	\$8,400.00	11,000.00	\$11,000.00	9,000.00	\$9,000.00
16	Seeding and Mulch	AC.	0	5,000.00	\$1,600.00	2,000.00	\$640.00	1,614.75	\$516.72	10,000.00	\$3,200.00	2,400.00	\$768.00	3,000.00	\$960.00
Total of All Unit Price Bid Items for Base Bid - B					\$142,673.50		\$136,460.00		\$135,445.39		\$156,735.96		\$157,181.89		\$153,892.00
Total of all Unit Price Bid Items for Base Bid A and B					\$1,587,932.63		\$1,589,915.50		\$1,632,694.72		\$1,710,670.94		\$1,781,166.67		\$1,910,514.13
Substantially Complete On or Before:				10/05/20		10/05/20		10/05/20		10/05/20		10/05/20		10/05/20	
Complete and Ready for Final Payment On or Before:				10/26/20		10/26/20		10/26/20		10/26/20		10/26/20		10/26/20	
Addendas No. 1 and No. 2				X		X		X		X		X		X	
Bid Guarantee:				5%		5%		5%		5%		5%		5%	
Remarks:								Discrepancy in total of Base Bid - B and total of Base Bid A and B							

Laura Berthelsen

Important

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Thursday, February 28, 2019 2:37 PM
To: Laura Berthelsen
Subject: RE: Middle Loup Subdivision - Cost Estimate

2-28-19
email

2

Sorry forgot to mention. I spoke with Mike Feeken this morning and they were planning on taking care of the entire project, so the City will not have any costs associated with it.

From: Laura Berthelsen <laurab@cityofstpaulne.org>
Sent: Thursday, February 28, 2019 2:35 PM
To: Brian Friedrichsen <bfriedrichsen@olsson.com>
Subject: Middle Loup Subdivision - Cost Estimate

Thanks Brian. Can you tell me which costs will be borne by the City and which by the SPDC?
Laura

1

From: Brian Friedrichsen [mailto:bfriedrichsen@olsson.com]
Sent: Thursday, February 28, 2019 2:15 PM
To: Laura Berthelsen
Cc: stpauldevcorp@gmail.com
Subject: Middle Loup Subdivision - Cost Estimate

Laura,

Attached is the preliminary engineers estimate for the Middle Loup Subdivision for your use at the planning and zoning meeting. If you need any additional information please let me know.

Thanks,

Brian J. Friedrichsen, EI
Civil

D 308.398.2946
C 308.750.4326

201 E. Second Street
Grand Island, NE 68801
O 308.384.8750



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[View Legal Disclaimer](#)

St. Paul EDC Paul Property (Phase I)(updated 2-28-2019)					
	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$70,591.25	\$70,591.25
2	Clear & Grub	LS	1	\$20,000.00	\$20,000.00
3	Excavation	CY	19400	\$5.00	\$97,000.00
4	7" Concrete Paving w/ Integral C & G	SY	13429	\$40.00	\$537,160.00
5	Paving Subgrade Prep	SY	14773	\$4.00	\$59,092.00
6	36" Storm Sewer F.E.S.	EA	1	\$1,200.00	\$1,200.00
7	Storm Sewer MH (5' Depth)	EA	3	\$5,000.00	\$15,000.00
8	Storm Sewer Curb Inlet	EA	7	\$3,000.00	\$21,000.00
9	24" Storm Sewer Pipe	LF	716	\$75.00	\$53,700.00
10	18" Storm Sewer Pipe	LF	165	\$60.00	\$9,900.00
11	36" Storm Sewer Pipe	LF	1528	\$90.00	\$137,520.00
12	Sanitary Sewer Lift Station	EA	1	\$45,000.00	\$45,000.00
13	Sanitary Sewer MH (5' Depth)	EA	6	\$5,000.00	\$30,000.00
14	8" Sanitary Sewer Pipe	LF	1476	\$30.00	\$44,280.00
15	4" Sanitary Sewer Force Main	LF	788	\$45.00	\$35,460.00
16	4" Sanitary Sewer Service	LF	440	\$24.00	\$10,560.00
17	Sanitary Sewer Connection	EA	11	\$250.00	\$2,750.00
18	Addt. MH Depth	VF	9.09	\$400.00	\$3,636.00
19	8" Water Line	LF	2423	\$25.00	\$60,575.00
20	1" Water Service	LF	469	\$18.00	\$8,442.00
21	Water Service Connection	EA	11	\$650.00	\$7,150.00
22	Seeding	AC	17	\$2,200.00	\$37,400.00
23	Dewatering	LS	1	\$175,000.00	\$175,000.00

Total \$1,482,416.25
25% Cont. & Eng. \$370,604.06
Total Construction Cost \$1,853,020.31

St. Paul EDC Paul Property (Phase II)(updated 2-28-2019)					
	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$23,662.10	\$23,662.10
2	Clear & Grub	LS	1	\$20,000.00	\$20,000.00
3	7" Concrete Paving w/ Integral C & G	SY	6688	\$40.00	\$267,520.00
4	Paving Subgrade Prep	SY	7357	\$4.00	\$29,428.00
5	18" Storm Sewer F.E.S.	EA	2	\$900.00	\$1,800.00
6	Storm Sewer Curb Inlet	EA	2	\$3,000.00	\$6,000.00
7	18" Storm Sewer Pipe	LF	256	\$60.00	\$15,360.00
8	Sanitary Sewer MH (5' Depth)	EA	3	\$5,000.00	\$15,000.00
9	8" Sanitary Sewer Pipe	LF	711	\$30.00	\$21,330.00
10	4" Sanitary Sewer Service	LF	360	\$24.00	\$8,640.00
11	Sanitary Sewer Connection	EA	9	\$250.00	\$2,250.00
12	Addt. MH Depth	VF	3.11	\$400.00	\$1,244.00
13	8" Water Line	LF	1616	\$25.00	\$40,400.00
14	1" Water Service	LF	330	\$18.00	\$5,940.00
15	Water Service Connection	EA	9	\$650.00	\$5,850.00
16	Seeding	AC	3.4	\$2,200.00	\$7,480.00
17	Dewatering	LS	1	\$25,000.00	\$25,000.00

Total \$496,904.10
25% Cont. & Eng. \$124,226.03
Total Construction Cost \$621,130.13

Total Construction Cost (Phase I and Phase II) \$2,474,150.44

CITY OF ST. PAUL, NEBRASKA

VARIOUS PURPOSE BONDS, SERIES 2019
FUNDING \$1.8 MILLION IN CONSTRUCTION
15 YEAR AMORTIZATION

15 year

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/15/2019	-	-	-	-
12/15/2020	105,000.00	1.600%	40,090.00	145,090.00
12/15/2021	110,000.00	1.650%	38,410.00	148,410.00
12/15/2022	110,000.00	1.700%	36,595.00	146,595.00
12/15/2023	110,000.00	1.750%	34,725.00	144,725.00
12/15/2024	115,000.00	1.850%	32,800.00	147,800.00
12/15/2025	115,000.00	1.950%	30,672.50	145,672.50
12/15/2026	120,000.00	2.050%	28,430.00	148,430.00
12/15/2027	120,000.00	2.150%	25,970.00	145,970.00
12/15/2028	125,000.00	2.250%	23,390.00	148,390.00
12/15/2029	125,000.00	2.350%	20,577.50	145,577.50
12/15/2030	130,000.00	2.450%	17,640.00	147,640.00
12/15/2031	130,000.00	2.550%	14,455.00	144,455.00
12/15/2032	135,000.00	2.600%	11,140.00	146,140.00
12/15/2033	140,000.00	2.700%	7,630.00	147,630.00
12/15/2034	140,000.00	2.750%	3,850.00	143,850.00
Total	\$1,830,000.00	-	\$366,375.00	\$2,196,375.00

Yield Statistics

Bond Year Dollars	\$15,340.00
Average Life	8.383 Years
Average Coupon	2.3883638%
Net Interest Cost (NIC)	2.3883638%
True Interest Cost (TIC)	2.3752177%
Bond Yield for Arbitrage Purposes	2.3752177%
All Inclusive Cost (AIC)	2.5795366%

IRS Form 8038

Net Interest Cost	2.3883638%
Weighted Average Maturity	8.383 Years

CITY OF ST. PAUL, NEBRASKA

VARIOUS PURPOSE BONDS, SERIES 2019

FUNDING \$1.8 MILLION IN CONSTRUCTION

20 YEAR AMORTIZATION

20 year

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/15/2019	-	-	-	-
12/15/2020	75,000.00	1.600%	45,085.00	120,085.00
12/15/2021	75,000.00	1.650%	43,885.00	118,885.00
12/15/2022	75,000.00	1.700%	42,647.50	117,647.50
12/15/2023	80,000.00	1.750%	41,372.50	121,372.50
12/15/2024	80,000.00	1.850%	39,972.50	119,972.50
12/15/2025	80,000.00	1.950%	38,492.50	118,492.50
12/15/2026	85,000.00	2.050%	36,932.50	121,932.50
12/15/2027	85,000.00	2.150%	35,190.00	120,190.00
12/15/2028	85,000.00	2.250%	33,362.50	118,362.50
12/15/2029	90,000.00	2.350%	31,450.00	121,450.00
12/15/2030	90,000.00	2.450%	29,335.00	119,335.00
12/15/2031	90,000.00	2.550%	27,130.00	117,130.00
12/15/2032	95,000.00	2.600%	24,835.00	119,835.00
12/15/2033	95,000.00	2.700%	22,365.00	117,365.00
12/15/2034	100,000.00	2.750%	19,800.00	119,800.00
12/15/2035	105,000.00	3.100%	17,050.00	122,050.00
12/15/2036	105,000.00	3.100%	13,795.00	118,795.00
12/15/2037	110,000.00	3.100%	10,540.00	120,540.00
12/15/2038	115,000.00	3.100%	7,130.00	122,130.00
12/15/2039	115,000.00	3.100%	3,565.00	118,565.00
Total	\$1,830,000.00	-	\$563,935.00	\$2,393,935.00

Yield Statistics

Bond Year Dollars	\$20,655.00
Average Life	11.287 Years
Average Coupon	2.7302590%
Net Interest Cost (NIC)	2.7302590%
True Interest Cost (TIC)	2.7050781%
Bond Yield for Arbitrage Purposes	2.7050781%
All Inclusive Cost (AIC)	2.8659964%

IRS Form 8038

Net Interest Cost	2.7302590%
Weighted Average Maturity	11.287 Years

Connie Beck

Amortization
Schedules

402-260-7853

From: Slaughter, Bradley <Bradley.J.Slaughter@pjc.com>
Sent: Wednesday, November 13, 2019 3:14 PM
To: Connie Beck
Subject: Amortization Schedules
Attachments: 15 YEAR AM.XLS; 20 YEAR AM.XLS

Connie,

Attached please find a 15 and 20 year amortization schedule, with generic rates, based on funding a project of \$1,800,000.

Please let me know if you have any questions. Have a great week!

Brad Slaughter

Senior Vice President | Public Finance Investment Banking

Piper Jaffray & Co.

233 South 13th Street, Suite 1100 | Lincoln, NE 68508

D 402 260-7853

E bradley.j.slaughter@pjc.com

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**NOTICE OF
INVITATION TO
SUBMIT
REDEVELOPMENT
PROJECT
PROPOSALS**

PUBLIC NOTICE and invitation is hereby given by the St Paul Development Corporation to private redevelopers or any persons interested in undertaking the redevelopment of the area within the below described redevelopment area, to submit project proposals to the St. Paul Development Corporation. Further information as is available may be obtained at the office of the St. Paul Development Corporation located at 423 Howard Avenue in the City of St. Paul, Nebraska. The St. Paul Development Corporation will consider all redevelopment proposals and the financial and legal ability of the prospective redevelopers to carry out the proposals and the St. Paul Development Corporation may negotiate with any developers for purchase of any real property as it deems to be in the public interest. The redevelopment area affected by this Notice is described as follows, more commonly known as 1016 8th Street in St. Paul, Nebraska.

LOT 10, BLOCK 70
ORIGINAL TOWN,
ST. PAUL, HOWARD
COUNTY, NEBRASKA

All interested redevelopers or interested parties may submit redevelopment contract proposals to the St. Paul Development Corporation and further information as is available may be obtained at the office of the St. Paul Development Corporation or by email at stpauldevcorp@gmail.com

Mike Feecken,
Executive Director
PUBLISH:
• September 4, 2019
• September 11, 2019
ZNEZ

Certificate of Publication

STATE OF NEBRASKA, } ss. \$ 37.32
HOWARD COUNTY }

MICHAEL HAPP

being duly sworn, deposes and says she is the
PUBLISHER

of *THE PHONOGRAPH-HERALD* a legal weekly newspaper under the Statutes of the State of Nebraska, published in Howard County, Nebraska, and of general circulation in said county, and that the annexed notice has been published in the regular and entire issue of every number of *The Phonograph-Herald* 2 consecutive weeks, the first publication thereof having been made on the 11th day of

September 2019

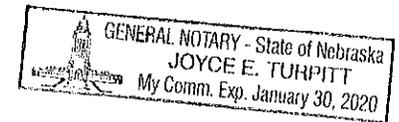
Michael Happ

Subscribed and sworn to before me this
11th day of September A.D., 2019

Joyce E. Turpitt
Notary Public

My Commission Expires 1-30-20

Printer's Bill:—To publication of above legal notice 64 lines 2 times \$37.32



**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 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.

Published October 16, 23 and 30, 2019.

ZNEZ

Certificate of Publication

STATE OF NEBRASKA, } ss. \$114.60/
HOWARD COUNTY }

MICHAEL HAPP

being duly sworn, deposes and says she is the PUBLISHER

of THE PHONOGRAPH-HERALD a legal weekly newspaper under the Statutes of the State of Nebraska, published in Howard County, Nebraska, and of general circulation in said county, and that the annexed notice has been published in the regular and entire issue of every number of The Phonograph-Herald 3 consecutive weeks, the first publication thereof having been made on the 16th day of

October 20, 19
Michael Happ

Subscribed and sworn to before me this 30th day of October A.D., 2019

Joseph E. Turpitt
Notary Public

My Commission Expires 1-30-20

Printer's Bill:—To publication of above legal notice 134 lines 3 times \$114.60/

SALES TAX	2019-2020			
Proceeds Received	Total Amt	Street Mtr Veh Tx	25% Infrast.	End Amount
		<i>21-022</i>	<i>60-040</i>	<i>60-700</i>
September 21, 2020				
August 25, 2020				
July 23, 2020				
June 23, 2020				
May 21, 2020				
April 21, 2020				
March 21, 2020				
February 21, 2020				
January 22, 2020				
December 23, 2019				
November 22, 2019				
October 22, 2019	\$ 27,974.70	\$ (3,272.95)	\$ (6,175.44)	\$ 18,526.31
	\$ 27,974.70	\$ (3,272.95)	\$ (6,175.44)	\$ 18,526.31

SALES TAX	2018-2019			
Proceeds Received	Total Amt	Street Mtr Veh Tx	25% Infrast.	End Amount
		21-022	60-040	60-700
September 21, 2019	\$ 32,336.40	\$ (4,736.94)	\$ (6,899.87)	\$ 20,699.59
August 25, 2019	\$ 34,708.53	\$ (5,289.02)	\$ (7,354.88)	\$ 22,064.63
July 23, 2019	\$ 28,718.74	\$ (3,645.98)	\$ (6,268.19)	\$ 18,804.57
June 23, 2019	\$ 28,485.64	\$ (4,120.24)	\$ (6,091.35)	\$ 18,274.05
May 21, 2019	\$ 27,433.63	\$ (3,065.75)	\$ (6,091.97)	\$ 18,275.91
April 21, 2019	\$ 23,630.98	\$ (2,365.34)	\$ (5,316.41)	\$ 15,949.23
March 21, 2019	\$ 24,244.16	\$ (4,221.15)	\$ (5,005.76)	\$ 15,017.25
February 21, 2019	\$ 27,399.81	\$ (2,495.69)	\$ (6,226.03)	\$ 18,678.09
January 22, 2019	\$ 27,137.66	\$ (2,299.90)	\$ (6,209.44)	\$ 18,628.32
December 23, 2018	\$ 26,910.94	\$ (3,352.31)	\$ (5,889.66)	\$ 17,668.97
November 22, 2018	\$ 27,193.10	\$ (2,248.43)	\$ (6,236.17)	\$ 18,708.50
October 22, 2018	\$ 24,982.99	\$ (2,214.97)	\$ (5,692.01)	\$ 17,076.01
	\$ 333,182.58	\$ (40,055.72)	\$ (73,281.74)	\$ 219,845.12

SALES TAX PROCEEDS		2017 - 2018		
Received	Total Amt	Street Mtr Veh Tx	25% Infrast.	End Amount
		21-022	60-040	60-700
September 21, 2018	\$ 27,946.17	\$ (3,387.27)	\$ (6,139.73)	\$ 18,419.17
August 25, 2018	\$ 30,014.54	\$ (4,218.85)	\$ (6,448.93)	\$ 19,346.76
July 23, 2018	\$ 28,453.04	\$ (4,304.03)	\$ (6,037.26)	\$ 18,111.75
June 23, 2018	\$ 24,717.74	\$ (3,439.32)	\$ (5,319.61)	\$ 15,958.81
May 21, 2018	\$ 29,855.89	\$ (4,786.31)	\$ (6,267.40)	\$ 18,802.18
April 21, 2018	\$ 22,499.30	\$ (2,569.53)	\$ (4,982.45)	\$ 14,947.32
March 21, 2018	\$ 24,539.19	\$ (2,664.95)	\$ (5,468.56)	\$ 16,405.68
February 21, 2018	\$ 28,090.12	\$ (2,256.69)	\$ (6,458.36)	\$ 19,375.07
January 22, 2018	\$ 25,453.19	\$ (1,782.64)	\$ (5,917.70)	\$ 17,752.85
December 23, 2017	\$ 24,771.92	\$ (2,812.64)	\$ (5,489.82)	\$ 16,469.46
November 22, 2017	\$ 41,714.98	\$ (7,007.62)	\$ (8,676.84)	\$ 26,030.52
October 22, 2017	\$ 28,745.52	\$ (3,063.64)	\$ (6,420.47)	\$ 19,261.41
	\$ 336,801.60	\$ (42,293.49)	\$ (73,627.13)	\$ 220,880.98

Fiscal Year 16-17	SALES TAX PROCEEDS	2016 - 2017			
Date	Received	Total Amt	Street Mtr Veh Tx	25% Infrast.	End Amount
			21-022	60-040	60-700
July 1, 2017	September 21, 2017	\$ 29,268.38	\$ (4,877.11)	\$ (6,097.82)	\$ 18,293.45
June 1, 2017	August 25, 2017	\$ 29,568.99	\$ (4,287.54)	\$ (6,320.37)	\$ 18,961.08
May 1, 2017	July 23, 2017	\$ 27,875.24	\$ (3,235.51)	\$ (6,159.94)	\$ 18,479.79
April 1, 2017	June 23, 2017	\$ 24,668.14	\$ (3,004.27)	\$ (5,415.97)	\$ 16,247.90
March 1, 2017	May 21, 2017	\$ 30,020.99	\$ (5,972.79)	\$ (6,012.05)	\$ 18,036.15
February 1, 2017	April 21, 2017	\$ 22,727.89	\$ (1,683.98)	\$ (5,260.98)	\$ 15,782.93
January 1, 2017	March 21, 2017	\$ 23,196.65	\$ (2,803.78)	\$ (5,098.22)	\$ 15,294.65
December 1, 2016	February 21, 2017	\$ 32,757.33	\$ (6,072.40)	\$ (6,671.24)	\$ 20,013.69
November 1, 2016	January 22, 2017	\$ 26,746.94	\$ (3,335.21)	\$ (5,852.94)	\$ 17,558.79
October 1, 2016	December 23, 2016	\$ 28,970.09	\$ (4,254.18)	\$ (6,178.98)	\$ 18,536.93
September 1, 2016	November 22, 2016	\$ 29,848.37	\$ (4,294.86)	\$ (6,388.38)	\$ 19,165.13
August 1, 2016	October 22, 2016	\$ 28,312.80	\$ (3,554.68)	\$ (6,189.53)	\$ 18,568.59
	Total	\$ 333,961.81	\$ (47,376.31)	\$ (71,646.42)	\$ 214,939.08

Treasurer's Report:

<i>Account Number</i>	<i>Prev. Mth Total</i>	<i>Current Mth Total</i>	<i>Total</i>
Homestead Bank	September 30, 2019	October 31, 2019	
Checking 100-027	\$ (863,750.00)	\$ 697,366.06	\$ (166,383.94)
Sales Tax 300-277	\$ (43,980.40)	\$ 22,033.14	\$ (21,947.26)
Civic Center 300-749	\$ (13,983.95)	\$ 8,849.31	\$ (5,134.64)
City REDLG 301-465	\$ (20,161.04)	\$ 25,435.46	\$ 5,274.42
Water Trmt 504-189	\$ (17,564.17)	\$ 17,568.65	\$ 4.48
Keno 504-409	\$ (86,511.89)	\$ 87,182.73	\$ 670.84
Sales Tax 504420	\$ (116,052.20)	\$ 125,986.14	\$ 9,933.94
Pool 504-442	\$ (7,860.42)	\$ 7,861.76	\$ 1.34
Premium General 504-684	\$ (86,198.01)	\$ 90,621.29	\$ 4,423.28
General 504-805	\$ (28,209.32)	\$ 28,217.71	\$ 8.39
Sewer 504-849	\$ (22,653.01)	\$ 22,658.78	\$ 5.77
Police 504-860	\$ (12,617.00)	\$ 12,620.21	\$ 3.21
Senior Center 504-882	\$ (6,165.20)	\$ 6,166.25	\$ 1.05
Brick (Street) 504-915	\$ (2,020.58)	\$ 2,020.84	\$ 0.26
Library Maint. 504-970	\$ (15,304.12)	\$ 15,308.02	\$ 3.90
Light Sinking 504-981	\$ (24,742.01)	\$ 24,998.37	\$ 256.36
Fire Sinking 504-992	\$ (19,448.18)	\$ 19,453.13	\$ 4.95
EMT Sinking 505-003	\$ (8,863.99)	\$ 8,865.50	\$ 1.51
Street Sinking 505-014	\$ (9,028.80)	\$ 9,030.33	\$ 1.53
Park Sinking 505-025	\$ (14,543.92)	\$ 14,657.65	\$ 113.73
TIF Projects 505-036	\$ (930.77)	\$ 930.89	\$ 0.12
After School 505-146	\$ (3,171.87)	\$ 3,172.27	\$ 0.40
Elmwood Cemetery Found.	\$ (9,606.89)	\$ 9,608.52	\$ 1.63
Civic Center Sink 505179	\$ (10,517.95)	\$ 10,520.63	\$ 2.68
Housing Grant 4178-0	\$ (740.63)	\$ 790.63	\$ 50.00
Walk/Bike 5482-7	\$ (9,437.30)	\$ 9,437.30	\$ -
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)	\$ 219,352.98	\$ 935.90
Sales Tax CD 3327564	\$ (78,862.55)	\$ 79,194.51	\$ 331.96
Light CD 3640996	\$ (43,599.44)	\$ 43,599.44	\$ -

General CD 3212279	\$	(150,463.16)	\$	151,562.98	\$	1,099.82
Citizens Bank						
Consumer Deposit 102-415	\$	(50,077.50)	\$	50,577.50	\$	500.00
Cafeteria 125 102-407	\$	(17,765.71)	\$	18,221.35	\$	455.64
Health Ded 102-482	\$	(79,367.96)	\$	82,633.61	\$	3,265.65
Cemetery Saving 753-122	\$	(37,756.11)	\$	37,756.11	\$	-
Park Aluminum 772682	\$	(1,483.28)	\$	1,581.68	\$	98.40
25% Infrastructure 102-342	\$	(240,316.98)	\$	246,543.83	\$	6,226.85
Light ICS 103217	\$	(677,045.23)	\$	678,685.89	\$	1,640.66
Water ICS 103225	\$	(87,417.10)	\$	87,628.92	\$	211.82
Sewer ICS 103241	\$	(199,482.42)	\$	199,923.36	\$	440.94
General ICS 103209	\$	(1,178,104.84)	\$	1,180,709.05	\$	2,604.21
Building ICS 103233	\$	(47,451.34)	\$	47,556.21	\$	104.87
Fire ICS 103268	\$	(108,040.50)	\$	108,302.29	\$	261.79
Ambulance ICS 103276	\$	(231,167.97)	\$	231,728.13	\$	560.16
Park ICS 103284	\$	(99,654.80)	\$	99,875.08	\$	220.28
(Batting Cage)						
Police ICS 103292	\$	(46,447.28)	\$	46,549.92	\$	102.64
Keno ICS 103314	\$	(65,182.26)	\$	65,326.32	\$	144.06
Street ICS 103349	\$	(60,179.76)	\$	60,312.79	\$	133.03
Library ICS 103365	\$	(30,089.87)	\$	30,156.38	\$	66.51
Senior Center ICS 103373	\$	(30,089.87)	\$	30,156.38	\$	66.51
Redlg ICS 103381	\$	(62,233.27)	\$	62,370.84	\$	137.57
Pool ICS 103348	\$	(20,059.92)	\$	20,104.26	\$	44.34
Cemetery ICS 103446	\$	(17,969.16)	\$	18,008.88	\$	39.72
General TCD 109366	\$	(56,707.73)	\$	56,707.73	\$	-
General TCD 109367	\$	(56,697.50)	\$	56,697.50	\$	-
Heritage Bank						
UB ACH 411025	\$	(378,797.26)	\$	336,833.38	\$	(41,963.88)
Investors 4100744	\$	(28,106.24)	\$	28,106.24		Moved to ICS Lights
CITY FUND TOTAL						
	\$	(6,155,264.30)	\$	5,960,291.70	\$	(194,972.60)

19-20

CITY OF ST PAUL

*Revenue Guideline©

Current Period: NOVEMBER 19-20

		19-20	19-20	NOVEMBER	19-20	% of YTD
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
SALES TAX						
Active	R 60-032 LOAN PYMT	\$57,062.00	\$5,124.90	\$0.00	\$51,937.10	8.98%
Active	R 60-033 LOAN INTEREST	\$10,038.00	\$769.29	\$0.00	\$9,268.71	7.66%
Active	R 60-040 Sale Tax 25% Infrast.	\$68,000.00	\$6,175.44	\$0.00	\$61,824.56	9.08%
Active	R 60-290 INVESTMENT INT	\$1,900.00	\$433.36	\$0.00	\$1,466.64	22.81%
Active	R 60-310 FINE/Penalty	\$0.00	\$20.00	\$0.00	-\$20.00	0.00%
Active	R 60-420 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 60-620 GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 60-630 REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 60-700 Sales Tax	\$203,200.00	\$18,526.31	\$0.00	\$184,673.69	9.12%
Total SALES TAX		\$340,200.00	\$31,049.30	\$0.00	\$309,150.70	9.13%

19-20

CITY OF ST PAUL

*Expenditure Guideline©

Current Period: NOVEMBER 19-20

		19-20 YTD Budget	19-20 YTD Amt	NOVEMBER MTD Amt	Enc Current	19-20 YTD Balance	% of YTD Budget
SALES TAX							
Active	E 60-20-150 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-20-212 LEGAL FEES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 60-20-213 ENGINEER FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-20-270 UTILITY R & M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-20-302 MARKETING	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$0.00	100.00%
Active	E 60-20-306 CHECK ORDER CHA	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00	0.00%
Active	E 60-20-345 ACCOUNTING FEE	\$1,850.00	\$1,850.00	\$1,850.00	\$0.00	\$0.00	100.00%
Active	E 60-50-040 25% Infrast Sale Tx	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-50-550 IMPROVEMENTS	\$814,399.00	\$12,503.81	\$0.00	\$0.00	\$801,895.19	1.54%
Active	E 60-50-570 GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-70-160 TRANSFER OUT	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	0.00%
Active	E 60-70-661 ECONOMIC DEVELO	\$117,000.00	\$15,000.00	\$0.00	\$0.00	\$102,000.00	12.82%
	Total SALES TAX	\$1,017,774.00	\$38,353.81	\$1,850.00	\$0.00	\$979,420.19	3.77%

18-19

CITY OF ST PAUL
***Revenue Guideline©**

Current Period: SEPTEMBER 18-19

		18-19	18-19	SEPTEMBER	18-19	% of YTD
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
SALES TAX						
Active	R 60-032 LOAN PYMT	\$56,821.00	\$66,967.11	\$4,681.28	-\$10,146.11	117.86%
Active	R 60-033 LOAN INTEREST	\$8,973.00	\$9,679.93	\$881.91	-\$706.93	107.88%
Active	R 60-040 Sale Tax 25% Infrast.	\$69,682.00	\$73,281.74	\$6,899.87	-\$3,599.74	105.17%
Active	R 60-290 INVESTMENT INT	\$1,900.00	\$2,643.27	\$87.55	-\$743.27	139.12%
Active	R 60-310 FINE/Penalty	\$0.00	\$160.00	\$0.00	-\$160.00	0.00%
Active	R 60-420 TRANSFER IN	\$0.00	\$131,400.00	\$0.00	-\$131,400.00	0.00%
Active	R 60-620 GRANT <i>DTR Plan</i>	\$0.00	\$31,400.00	\$0.00	-\$31,400.00	0.00%
Active	R 60-630 REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 60-700 Sales Tax	\$216,000.00	\$219,845.12	\$20,699.59	-\$3,845.12	101.78%
	Total SALES TAX	\$353,376.00	\$535,377.17	\$33,250.20	-\$182,001.17	151.50%

18-19

CITY OF ST PAUL
*Expenditure Guideline©

Current Period: SEPTEMBER 18-19

		18-19 YTD Budget	18-19 YTD Amt	SEPTEMBER MTD Amt	Enc Current	18-19 YTD Balance	% of YTD Budget
SALES TAX							
Active	E 60-20-150 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-20-212 LEGAL FEES	\$500.00	\$258.33	\$0.00	\$0.00	\$241.67	51.67%
Active	E 60-20-213 ENGINEER FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-20-270 UTILITY R & M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-20-302 MARKETING	\$5,000.00	\$9,000.00	\$0.00	\$0.00	-\$4,000.00	180.00%
Active	E 60-20-306 CHECK ORDER CHA	\$25.00	\$11.87	\$0.00	\$0.00	\$13.13	47.48%
Active	E 60-20-345 ACCOUNTING FEE	\$1,850.00	\$1,850.00	\$0.00	\$0.00	\$0.00	100.00%
Active	E 60-50-040 25% Infrast Sale Tx	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-50-550 IMPROVEMENTS	\$1,015,727.00	\$371,056.59	\$0.00	\$0.00	\$644,670.41	36.53%
Active	E 60-50-570 GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-70-160 TRANSFER OUT	\$75,000.00	\$206,400.00	\$0.00	\$0.00	-\$131,400.00	275.20%
Active	E 60-70-661 ECONOMIC DEVELO	\$117,000.00	\$117,000.00	\$0.00	\$0.00	\$0.00	100.00%
	Total SALES TAX	\$1,215,102.00	\$705,576.79	\$0.00	\$0.00	\$509,525.21	58.07%



October 23, 2019

Mayor and City Council
City of St. Paul
704 6th Street
St. Paul, NE 68873-2021

Re: Renewal of Agreement
for Street Superintendent and Engineering Services

Dear Mayor and City Council:

Thank you for allowing Olsson to be your Street Superintendent and/or Engineer-on-Call for your community. We have enjoyed working with you and would like to continue providing our experience and expertise to you.

As your Class "A" Street Superintendent, Olsson administers street budgeting, planning, expenditures, and revenue reporting, completes all required reporting to the State of Nebraska, and oversees and certifies compliance of maintenance and construction for street-related projects. The Highway Allocation funds provided to your City include incentive payments to help pay for these services (and appointing a Street Superintendent helps ensure that your City will continue to receive its Highway Allocation funds).

The signed contract in-place expires on December 31, 2019; therefore, we have enclosed an Agreement which will extend our services to your community through December 31, 2020. You can choose to discontinue our services anytime during the course of the Agreement.

We are requesting you have the attached Agreement reviewed for approval at your November Board meeting. If questions or concerns arise from that meeting, please let us know and we can attend your next meeting. If approved, please sign both copies of the Agreement, return one to us and keep a copy for your records.

Olsson has been providing engineering services for Nebraska municipalities for more than 50 years. We take great pride in our superior reputation for client service and quality work, and we offer the most comprehensive list of professional engineering, testing, and survey services in the state.

Sincerely,

Jeff Palik, PE
Olsson

Attachments



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

October 23, 2019

Mayor and City Council
City of St. Paul
704 6th Street
St. Paul, NE 68873-2021

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
Consulting Services Agreement – 2020 (the “Project”)
St. Paul, Nebraska

Dear Mayor and City Council:

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

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

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

STREET SUPERINTENDENT SERVICES

Olsson will provide assistance to the City in preparation and submittal of the 2020 updates of Street Superintendent reports to the Nebraska Board of Public Roads Classifications and Standards (NBCS) and miscellaneous consultations with City representatives regarding the City street system.

- Meet with the City Council to review the current one and six year street plans and update the plans for submittal to the NBCS.
- Assist the City in gathering lane mile changes for reporting to NDOT.
- Consult with and provide professional opinions to the City trustees, clerk or attorney on miscellaneous issues regarding the City street system.
- Street Superintendent reports per NBCS submittal requirements.

- Miscellaneous consultations and professional opinions as mutually agreeable.

CONSULTING SERVICES

- As requested by the City Council or its authorized representatives, Olsson will consult with City representatives and provide professional engineering services regarding issues which are of interest or impact to the City. Such services are anticipated to include brief studies and reports; designs for minor facility installations; surveys; construction observation of minor facility installations; and professional opinions and recommendations.
- Schedule(s) for miscellaneous Consulting Services work assignments will be provided as mutually agreeable.

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: January 1, 2020
Anticipated Completion Date: December 31, 2020

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

COMPENSATION

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

- Olsson's Scope of Services will be provided as follows:
 - Street Superintendent Services: \$3,000 Fixed Fee
 - Consulting Services Projects: \$5,000 Time & Expenses, Not to Exceed
- Olsson will provide for the performance of miscellaneous services as City Engineer. Individual service items performed are not expected to require services which result in fee

billings in excess of \$5,000 per project. A separate Exhibit will be prepared for any work assignment for which the fees are anticipated at the outset to exceed \$5,000.

TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be Connie Jo Beck.

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

OLSSON, INC.

By Jeff R. Palik
Jeff R. Palik

By David D. Ziska
David D. Ziska

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

CITY OF ST. PAUL, NEBRASKA

By _____
Signature

Print Name Joel M. Bergman, Mayor

Title Mayor

Dated November 18, 2019



Attachments

General Provisions

Standard Labor Rate Schedule

Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 23, 2019 between the City of St. Paul, Nebraska ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

SECTION 1—OLSSON'S SCOPE OF SERVICES

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

SECTION 2—ADDITIONAL SERVICES

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

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

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

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

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

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

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

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

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

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

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

2.2.12 Preparation of operating and maintenance manuals.

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

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

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

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

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

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

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

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

SECTION 3—CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Client shall bear sole responsibility for:

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

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

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

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

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

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

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

SECTION 4—MEANING OF TERMS

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

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

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

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

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

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

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

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

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

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

SECTION 5—TERMINATION

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

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

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

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

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

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

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

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

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

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

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

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

6.2 Arbitration or Litigation

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

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

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

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

6.3 Certification of Merit

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

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

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

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

7.2 Electronic Files

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

7.3 Opinion of Probable Cost

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

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

7.4 Prevailing Wages

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

7.5 Samples

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

7.6 Standard of Care

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

7.7 Force Majeure

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

7.8 Equal Employment Opportunity

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

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

7.9 Confidentiality

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.11 Controlling Law and Venue

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

7.12 Subconsultants

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

7.13 Assignment

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

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

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

7.14 Indemnity

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

7.15 Limitation on Damages

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

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

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

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

7.16 Entire Agreement

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

OLSSON BILLING RATE SCHEDULE

2019 LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	109 - 381
Project Manager.....	103 - 189
Project Professional.....	94 - 168
Assistant Professional.....	47 - 143
Designer.....	84 - 178
CAD Operator.....	32 - 116
Survey.....	43 - 171
Construction Services.....	40 - 189
Administrative/Clerical.....	29 - 130

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey, Field Operations (Special Inspection, Construction Observation, Geotechnical), Non-Destructive Testing, Drilling, etc.) and they will provide their Special Services Labor Rate Schedule for you to include with your Agreement.

REIMBURSABLE EXPENSE SCHEDULE

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

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.58/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

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

AGREEMENT RENEWAL

Maintenance Agreement No. 47 for 2020
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of ST PAUL
Municipal Extensions in ST PAUL

We hereby agree that Maintenance Agreement No. 47/QE1650 described above be renewed for the period January 1, 2020 to December 31, 2020.

All figures, terms and exhibits to remain in effect as per the original agreement dated JANUARY 1, 2017 with revised Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this 18 day of November, 2019.

ATTEST: City of St. Paul, Nebraska 68873

City Clerk/Witness
Connie Jo Beck

Mayor/Designee
Joel M. Bergman

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: ST. PAUL

Date: 1/1/20

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is _____ lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the City the sum of \$ _____ per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

_____ lane miles x \$ _____ per lane mile = \$ _____ .

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

4.12 lane miles x \$665.00 per lane mile = \$2,739.80

Other (Explain)

**ATTACHMENT C
CITY OF ST PAUL—2020**

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-21-1

DESCRIPTION	HWY NO.	REF POST		LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO				STATE	CITY
CORPORATE LIMITS TO EAST CORPOR- ATE LIMITS	92	349.32	349.50	0.18	2	0.36	0.36	
SOUTH CITY LIMITS TO NO CITY LIMITS	281	92.78	93.72	0.94	4	3.76	1.88	1.88
TOTAL LANE MILES				1.12		4.12	2.24	1.88

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 47-for 2019 Services QE 1650 Supp 2-2019
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of ST. PAUL
Municipal Extensions in ST. PAUL

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Wesley W. Wahlgren, Department of Transportation, Grand Island, Nebraska.

ATTEST: 18 day of November, 2019.

City Clerk

Connie Jo Beck

Mayor/Designee

Joel M. Bergman

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: ST. PAUL

Date: 1/1/19

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is _____ lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the City the sum of \$ _____ per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
 _____ lane miles x \$ _____ per lane mile = \$ _____ .

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 4.12 lane miles x \$665.00 per lane mile = \$2,739.80

Other (*Explain*)

New rates for Snow Removal starting 2019:
 \$665.00 per lane mile.

**ATTACHMENT C
CITY OF ST PAUL—2019**

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-21-1

DESCRIPTION	HWY NO.	REF POST		LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO				STATE	CITY
CORPORATE LIMITS TO EAST CORPOR- ATE LIMITS	92	349.32	349.50	0.18	2	0.36	0.36	
SOUTH CITY LIMITS TO NO CITY LIMITS	281	92.78	93.72	0.94	4	3.76	1.88	1.88
TOTAL LANE MILES				1.12		4.12	2.24	1.88

Matt Helzer

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Tuesday, October 29, 2019 1:39 PM
To: Matt Helzer
Cc: Bill Gregoski
Subject: City of St. Paul - Main Lift Station Grinder
Attachments: City of St. Paul Iowa Pump Works Quote.pdf; City of St. Paul Electric Pump Quote.pdf; City of St. Paul Quote to Install Flowmeter.pdf

Matt,

We received quotes from both Electric Pump and Iowa Pump Works to supply and install a new grinder at your main lift station. From what I have seen and reviewed with Joe Baxter, both of these products will work well for the City. I have attached both quotes for your review.

The sewer chewer from Iowa Pump Works comes with a stainless frame and can be expected to last for 8-10 years. This pump will work fine but is probably the lesser quality of product compared to the muffin monster from Electric Pump. With that being said the sewer chewer quote came in at just under \$30,000 compared to just under \$42,000 for the muffin monster from Electric Pump.

Since we have a strong inkling that the City will more than likely have to move towards a mechanical plant in the future. It would be Olsson's recommendation to go with the cheaper of the options to get by until a plant is built. Even if the sewer chewer was to only last half as long as its expected life, the repair/maintenance cost should not be more than the \$12,000 difference between the two products.

Also attached is the quote to install the City provided flow meter and transducer. I don't know if this price would change if Electric Pumps product was not chosen.

Let me know what your thoughts are on these items.

Thanks,

Brian J. Friedrichsen, PE

Civil

D 308.398.2946

C 308.750.4326

201 E. Second Street
Grand Island, NE 68801
O 308.384.8750

olsson[®]

Follow Us: Facebook / Twitter / Instagram / LinkedIn / YouTube

[View Legal Disclaimer](#)

Iowa Pump Works, Inc.
 825 SW Ordinance Rd
 Ankeny, IA 50023



Quote

Prepared By Tim Turnbull
 Phone 855-228-6383
 Email info@iowapumpworks.com

Created Date 10/3/2019
 Quote Number 00005894
 Sales Rep Cary Ernst
 Expiration Date 11/22/2019

Bill To St. Paul NE, City of
 704 6th St
 St Paul, NE 68873
 Phone (308) 754-4483

Ship To St. Paul NE, City of
 704 6th St
 St Paul, NE 68873

LEAD-TIME: 8-10 WEEKS

Product Code	Product	Comment	Quantity	Rate	Total
98579477 - 230V	GRUNDFOS CHANNEL CHEWER CC-18 SUBMERSIBLE VERSION 60 HZ, W/PANEL - 230V		1.00	\$23,776.14	\$23,776.14
98658014	GRUNDFOS SEWER CHEWER-18 Kit, A36stl ww frm,316ss suppbkrt 98658014		1.00	\$1,770.60	\$1,770.60
	Misc. Electrical & Mechanical-Parts		1.00	\$500.00	\$500.00
	ON-SITE SERVICE LABOR - STD	8 HRS x 2 TECHS	16.00	\$110.00	\$1,760.00
	PER DIEM		2.00	\$200.00	\$400.00
	SERVICE DRIVE TIME - STD	5 HRS ROUND TRIP x TWO TECHS	10.00	\$110.00	\$1,100.00
	SERVICE TRUCK MILEAGE - STD	ROUND TRIP	290.00	\$1.25	\$362.50
		Subtotal			\$29,669.24
		Total			\$29,669.24

Iowa Pump Works, Inc.
825 SW Ordance Rd
Ankeny, IA 50023
Phone (515) 635-0025
Fax (866) 961-5085
www.iowapumpworks.com
info@iowapumpworks.com

TERMS & CONDITIONS OF SALES AND/OR REPAIR

The following terms and conditions shall apply to an order covered by this quotation unless specifically excepted therein:

Prices

Any price quoted shall only be valid for orders placed within 30 days from the date of issue of the quotation. Prices are F.O.B. our office in U.S. We reserve the right to correct typographical or clerical errors.

Terms

All orders are subject to approval by our Credit Department. Unless otherwise stated, if payment for the invoice due is not made within thirty (30) days after shipment, administration fees of eighteen percent (18%) per year (equivalent to a nominal monthly interest rate of 1 1/2%) will be applied on overdue accounts. The terms and conditions herein set forth are based upon tariffs, taxes, foreign exchange rates, delivery, and other conditions in effect on the date of this contract. In the event changed conditions, legislations, regulations, or other matters shall become applicable to any quotation, contract, or delivery hereunder, any increased exchange, duties, taxes, ocean freight, or other charges resulting from such action shall be for the customer's account and Iowa Pump Works, Inc. may charge such increased duties, taxes, or charges to the customer.

Unless the order includes the appropriate exemption certificates and/or licenses, duties, and taxes levied by Federal, State, or other governments are required to be charged automatically at the rate imposed at time of importation/shipment. Any change in law, regulations, or Government Department practice which causes a variation of any kind in the applicable charges from the amounts allowed for the quotation, shall result in an equivalent change in the price quoted.

Until payment is made in full, Iowa Pump Works, Inc. shall retain the right, without notice, to repossess and/or retain the items, and/or dispose of them, for its benefit and hold the customer responsible for any loss. Customer agrees to enter into any agreements, contracts, or notices required to confirm such rights.

Security

In order to secure any obligations due to Iowa Pump Works, Inc. from the customer (whether or not under this contract) the customer grants and confirms in Iowa Pump Works, Inc. a security interest in:

- a) The merchandise covered by this contract, and
- b) In all property and funds of the customer now or hereafter in Iowa Pump Works, Inc. possession, whether or not arising out of this contract, and in all additions, accessions, and proceeds of such merchandise and/or property. The customer hereby authorizes Iowa Pump Works, Inc. to sign alone any financing statement or statements and to do all and any other things which may be necessary to perfect such security interest.

Cancellation

After acceptance, orders may be canceled only with our approval and payment in accordance with contract by the customer for work performed and/or material expenses incurred by us to date of cancellation. We reserve the right to cancel the order if the customer's financial condition, in our sole judgment, places the payment in jeopardy.

Return

No credit will be allowed for returns unless our authorization in writing for such returns has been obtained beforehand. A copy of this authorization is to be returned with the item as the packing slip.

Shipment

- a) Handling Charge: Customer shall be responsible for making all arrangements for shipment of the order with a suitable carrier. In the event that customer requests that Iowa Pump Works, Inc. make arrangements for shipment, then customer agrees to pay to Iowa Pump Works, Inc. for the applicable shipping charges, with special services requiring additional charges.
- b) New Articles: Where shipping instructions indicate no exact routing, our best judgment will be used in determining routing but we shall not be liable for any charges beyond F.O.B. point. If changes are made at customer's request in a) F.O.B. point, b) in our normal routing from either the manufacturers' or our own plants and in these changes involve extra costs, such costs shall be for the customer's account, unless otherwise noted on the Iowa Pump Works, Inc. price quotation.
- c) Repair Work: Defined as work and services performed by Iowa Pump Works, Inc. All orders shall be delivered to and picked up from our facility unless otherwise specified. All costs of delivery shall be for the customer's account unless otherwise agreed to in writing prior to shipment.
- d) All Orders: On collect freight shipments, cartage charges from facility to carrier are for customer's account. Title to articles passes to customer upon delivery to carrier acting as customer's agent subject to any right of retention by us. All claims for shortage in, and damages in, shipment or otherwise must be reported to carrier immediately upon receipt with copy or report to ourselves within five (5) days.

Guarantee

- a) New Articles: We guarantee new articles against defects in material and/or workmanship for a period of one (1) year from date of acceptance, providing that the articles have been installed, maintained, and operated in accordance with our recommendations and instructions, or according to manufacturers' written warranty.
- b) Repair Work: Defined herein as work and services performed by Iowa Pump Works, Inc.

We guarantee all work and services performed by us against defect arising from workmanship and/or materials provided by us for a period of ninety (90) calendar days from the date of shipment to customer.

- c) All Orders: Claims shall be submitted promptly in writing to Iowa Pump Works, Inc. Replacement and/or repair under guarantee shall be made F.O.B. our facility. Our liability under these guarantees is limited to the replacement and/or repair only of defective material or workmanship and in no event shall Iowa Pump Works, Inc. be liable for any loss or damage of whatever kind of nature out of defects in material and/or workmanship, or resulting from delay, or loss of use of articles, or any installation into which the article may be installed, or arising out, of the contract of the work or service or from negligence.

Iowa Pump Works Inc. shall not be liable for any loss or damage resulting from delay and/or late delivery due to causes beyond our reasonable control. In no event shall Iowa Pump Works, Inc. be liable for any claim exceeding the amount of this order. Our guarantee on products of other than our own manufacture is limited to the guarantee extended to us by the original manufacturer. On any claims for repairs and/or replacement under such guarantee all costs incurred by us which are not underwritten by the original manufacturers shall be for the claimant's account. Except as stated above no representations, conditions or warranties are made with respect to products work, or services, express or implied verbal or otherwise, including warranties of merchantability and fitness. Our guarantee and warranty shall not apply to materials or workmanship which have been subject to misuse, neglect, or accident. Iowa Pump Works, Inc. shall be held free and harmless from any dispute or claim anywhere arising relating to infringement of patent, design trademark or copyright of items, sold or repaired under this contract.

Property rights and risks

The customer's property at all times shall remain at the risk of the customer while being worked on by our personnel or on our premises and Iowa Pump Works, Inc. shall not be responsible for any loss or damage to the customer's property resulting from any cause whatsoever.

Title to and rights in relation to item sold under this contract/quotation shall remain with ex, Inc. until such items are paid for, subject to risk on products sold passing to the customer upon acceptance by a carrier or other, which shall constitute good delivery.

QUOTATION



4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0134663
QUOTE DATE: 11/14/2019
EXPIRE DATE: 12/14/2019

SALESPERSON: JIM D.GRAY
CUSTOMER NO: 4746311
QUOTED BY: JRF
JOYCE

QUOTED TO:
OLSSON ASSOCIATES-LINCOLN
1111 LINCOLN MALL
P.O. BOX 84608
LINCOLN, NE 68501-4608

JOB LOCATION:
OLSSON ASSOCIATES
201 E SECOND STREET
GRAND ISLAND, NE 68801

CONFIRM TO:
BRIAN FRIEDRICHSEN

*** QUOTE ORDER - DO NOT PAY***

CUSTOMER P.O. BRIAN FRIEDRICHSE	SHIP VIA OURTRUCK	F.O.B. ORIGIN	TERMS Net 30 Days
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ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
			UPDATED 11/14/19	UPDATED 11/14/19		

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR
ST. PAUL NE LIFT STATION CHANNEL GRINDER:

ELECTRIC PUMP SCOPE TO INCLUDE REMOVING EXISTING
GRINDER AND REPLACING WITH A JWC MUFFIN MONSTER.

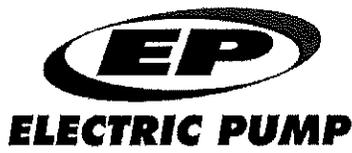
INSTALLATION WILL INCLUDE MAKING A CHANNEL OUT OF SS
THAT WILL MOUNT TO THE NORTH WALL IT WILL EXTEND
APPROXIMATELY 17" TO GET TO 17" WIDE OPENING WHERE
THE EXISTING GRINDER FLOWED THRU. SOUTH SIDE OF NEW
CHANNEL WILL MOUNT TO THE JWC GRINDER. THIS WILL
MAKE A NICE NEW CHANNEL FOR WHICH THE INCOMING
SEWAGE CAN FLOW FROM 12" INCOMING THROUGH GRINDER
AND INTO WETWELL.

*30005-0012-DI	EACH	1.00	0.00	0.00	28,944.90	28,944.90
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JWC MUFFIN MONSTER MODEL
30005-0012-DI SUITABLE FOR UP TO 620 GPM; GRINDER WITH 12"
CUTTER STACK USING 11-TOOTH CAM CUTTERS IN 4130 ALLOY
STEEL; CARTRIDGE-STYLE TUNGSTEN CARBIDE MECHANICAL
SEALS WITH BUNA-N ELASTOMERS RATED FOR 90 PSI; GREEN
EPOXY-COATED DUCTILE IRON END HOUSINGS AND
HIGH-FLOW SIDERAILS; 29:1 SPEED REDUCER AND 5 HP XPNV
IMMERSIBLE 208/3PH/60HZ ELECTRIC MOTOR WITH 40' CABLE

PC2200 MOTOR CONTROLLER IN A NEMA4X FRP ENCLOSURE
ACCEPTING 208V/3PH/60HZ INPUT POWER, INCLUDES IEC
STARTER WITH OVER-CURRENT PROTECTION, JAM-SENSING
CURRENT TRANSFORMER AND MICRO-PLC.

*** Continued ***



QUOTATION

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0134663
QUOTE DATE: 11/14/2019
EXPIRE DATE: 12/14/2019

SALESPERSON: JIM D.GRAY
CUSTOMER NO: 4746311
QUOTED BY: JRF
JOYCE

QUOTED TO:
OLSSON ASSOCIATES-LINCOLN
1111 LINCOLN MALL
P.O. BOX 84608
LINCOLN, NE 68501-4608

JOB LOCATION:
OLSSON ASSOCIATES
201 E SECOND STREET
GRAND ISLAND, NE 68801

CONFIRM TO:
BRIAN FRIEDRICHSEN

*** QUOTE ORDER - DO NOT PAY***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
BRIAN FRIEDRICHSE	OURTRUCK	ORIGIN	Net 30 Days

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
-------------	------	---------	---------	------------	-------	--------

CUSTOM CHANNEL-MOUNTING FRAME ASSEMBLY
FABRICATED IN 304 STAINLESS STEEL.

CUSTOM LIFTING BAIL FABRICATED IN 316 STAINLESS STEEL

ESTIMATED LEAD TIME 6 WEEKS AFTER APPROVAL OF
SUBMITTAL RELEASE
THE PRICING ON THIS QUOTE DOES NOT INCLUDE
FREIGHT.

Electric Pump is committed to supplying you, our
customer, the highest quality products & service.
joycef@electricpump.com
THANK YOU, JOYCE FROHWEIN

90
\$ 28,944.

All return goods must have written approval from Electric Pump, Inc.
before returning. Credit will not be issued without written approval and
if applicable there will be a Restock Fee.

Net Order:	28,944.90
Less Discount:	0.00
Freight:	0.00
Sales Tax:	2,098.51
Order Total:	31,043.41

ABOVE PRICING EFFECTIVE FOR 30 DAYS

QUOTATION



4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0134665
QUOTE DATE: 10/24/2019
EXPIRE DATE: 11/24/2019

SALESPERSON: JIM D. GRAY
CUSTOMER NO: 4746311
QUOTED BY: JRF
JOYCE

QUOTED TO:
OLSSON ASSOCIATES-LINCOLN
1111 LINCOLN MALL
P.O. BOX 84608
LINCOLN, NE 68501-4608

JOB LOCATION:
OLSSON ASSOCIATES
201 E SECOND STREET
GRAND ISLAND, NE 68801

CONFIRM TO:
BRIAN FRIEDRICHSEN

*** QUOTE ORDER - DO NOT PAY ***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
BRIAN FRIEDRICHSE	OURTRUCK	ORIGIN	Net 30 Days

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	AMOUNT
-------------	------	---------	---------	------------	--------

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR
INSTALLING CUSTOMER SUPPLIED FLOWMETER AND
TRANSDUCER FOR ST. PAUL NE:

/TCCC	HOUR	5.00	0.00	0.00	
		TRAVEL-COLTON CHRISTOFFERSEN			
/MICC	MILE	274.00	0.00	0.00	
		MILEAGE-COLTON CHRISTOFFERSEN			
/SCCC	HOUR	10.00	0.00	0.00	
		SERVICE CALL-COLTON C.			

Electric Pump is committed to supplying you, our
customer, the highest quality products & service.
joycef@electricpump.com
THANK YOU, JOYCE FROHWEIN

All return goods must have written approval from Electric Pump, Inc.
before returning. Credit will not be issued without written approval and
if applicable there will be a Restock Fee.

Net Order:	2,319.90
Less Discount:	0.00
Freight:	0.00
Sales Tax:	168.19
Order Total	2,488.09

ABOVE PRICING EFFECTIVE FOR 30 DAYS

Matt Helzer

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Wednesday, November 13, 2019 10:44 AM
To: Matt Helzer
Subject: FW: JWC - Warranty

Matt,

Below is the email I received from Electric Pump going over their warranty for the muffin monster grinder. If you need any other information please let me know.

Thanks,

Brian J. Friedrichsen, PE
Civil

D 308.398.2946
C 308.750.4326

201 E. Second Street
Grand Island, NE 68801
O 308.384.8750



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[View Legal Disclaimer](#)

From: Taylor Musselman <taylorm@electricpump.com>
Sent: Wednesday, November 13, 2019 10:43 AM
To: Brian Friedrichsen <bfriedrichsen@olsson.com>
Cc: Jim Gray <jimg@electricpump.com>
Subject: JWC - Warranty

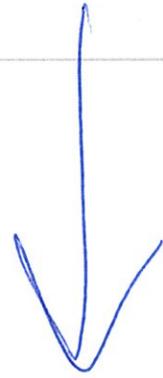
Brian,

Below is JWC's standard One (1) Year Warranty.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until **one year** after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition,

Electric Pump Warranty



the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

Taylor Musselman

Electric Pump & MC2

Project Management

taylor@m@electricpump.com

Direct Office: [515-393-6172](tel:515-393-6172)

Main Office: [515-265-2222](tel:515-265-2222) ext 1251

Toll Free: [800-383-7867](tel:800-383-7867)

Fax: [515-265-8079](tel:515-265-8079)

4280 E 14th Street, Des Moines, IA 50313

201 4th Ave SW * New Prague * MN * 56071



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Sewer # 9

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 & Middle Loup Subd \$232,888	\$ -	\$ 451,191.00	\$ -	\$ 339,424.00
10 25% Infrast. \$60,000 #102342	\$ -	\$ 45,000.00	\$ -	\$ 60,000.00
12 Sewer Communitator (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

other side
 Communitator

Treasurer's Report:

<i>Account Number</i>	<i>Prev. Mth Total</i>	<i>Current Mth Total</i>	<i>Total</i>
Homestead Bank	September 30, 2019	October 31, 2019	
Checking 100-027	\$ (863,750.00)	\$ 697,366.06	\$ (166,383.94)
Sales Tax 300-277	\$ (43,980.40)	\$ 22,033.14	\$ (21,947.26)
Civic Center 300-749	\$ (13,983.95)	\$ 8,849.31	\$ (5,134.64)
City REDLG 301-465	\$ (20,161.04)	\$ 25,435.46	\$ 5,274.42
Water Trmt 504-189	\$ (17,564.17)	\$ 17,568.65	\$ 4.48
Keno 504-409	\$ (86,511.89)	\$ 87,182.73	\$ 670.84
Sales Tax 504420	\$ (116,052.20)	\$ 125,986.14	\$ 9,933.94
Pool 504-442	\$ (7,860.42)	\$ 7,861.76	\$ 1.34
Premium General 504-684	\$ (86,198.01)	\$ 90,621.29	\$ 4,423.28
General 504-805	\$ (28,209.32)	\$ 28,217.71	\$ 8.39
Sewer 504-849	\$ (22,653.01)	\$ 22,658.78	\$ 5.77
Police 504-860	\$ (12,617.00)	\$ 12,620.21	\$ 3.21
Senior Center 504-882	\$ (6,165.20)	\$ 6,166.25	\$ 1.05
Brick (Street) 504-915	\$ (2,020.58)	\$ 2,020.84	\$ 0.26
Library Maint. 504-970	\$ (15,304.12)	\$ 15,308.02	\$ 3.90
Light Sinking 504-981	\$ (24,742.01)	\$ 24,998.37	\$ 256.36
Fire Sinking 504-992	\$ (19,448.18)	\$ 19,453.13	\$ 4.95
EMT Sinking 505-003	\$ (8,863.99)	\$ 8,865.50	\$ 1.51
Street Sinking 505-014	\$ (9,028.80)	\$ 9,030.33	\$ 1.53
Park Sinking 505-025	\$ (14,543.92)	\$ 14,657.65	\$ 113.73
TIF Projects 505-036	\$ (930.77)	\$ 930.89	\$ 0.12
After School 505-146	\$ (3,171.87)	\$ 3,172.27	\$ 0.40
Elmwood Cemetery Found.	\$ (9,606.89)	\$ 9,608.52	\$ 1.63
Civic Center Sink 505179	\$ (10,517.95)	\$ 10,520.63	\$ 2.68
Housing Grant 4178-0	\$ (740.63)	\$ 790.63	\$ 50.00
Walk/Bike 5482-7	\$ (9,437.30)	\$ 9,437.30	\$ -
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)	\$ 219,352.98	\$ 935.90
Sales Tax CD 3327564	\$ (78,862.55)	\$ 79,194.51	\$ 331.96
Light CD 3640996	\$ (43,599.44)	\$ 43,599.44	\$ -

General CD 3212279	\$	(150,463.16)	\$	151,562.98	\$	1,099.82
Citizens Bank						
Consumer Deposit 102-415	\$	(50,077.50)	\$	50,577.50	\$	500.00
Cafeteria 125 102-407	\$	(17,765.71)	\$	18,221.35	\$	455.64
Health Ded 102-482	\$	(79,367.96)	\$	82,633.61	\$	3,265.65
Cemetery Saving 753-122	\$	(37,756.11)	\$	37,756.11	\$	-
Park Aluminum 772682	\$	(1,483.28)	\$	1,581.68	\$	98.40
25% Infrastructure 102-342	\$	(240,316.98)	\$	246,543.83	\$	6,226.85
Light ICS 103217	\$	(677,045.23)	\$	678,685.89	\$	1,640.66
Water ICS 103225	\$	(87,417.10)	\$	87,628.92	\$	211.82
Sewer ICS 103241	\$	(199,482.42)	\$	199,923.36	\$	440.94
General ICS 103209	\$	(1,178,104.84)	\$	1,180,709.05	\$	2,604.21
Building ICS 103233	\$	(47,451.34)	\$	47,556.21	\$	104.87
Fire ICS 103268	\$	(108,040.50)	\$	108,302.29	\$	261.79
Ambulance ICS 103276	\$	(231,167.97)	\$	231,728.13	\$	560.16
Park ICS 103284 (Batting Cage)	\$	(99,654.80)	\$	99,875.08	\$	220.28
Police ICS 103292	\$	(46,447.28)	\$	46,549.92	\$	102.64
Keno ICS 103314	\$	(65,182.26)	\$	65,326.32	\$	144.06
Street ICS 103349	\$	(60,179.76)	\$	60,312.79	\$	133.03
Library ICS 103365	\$	(30,089.87)	\$	30,156.38	\$	66.51
Senior Center ICS 103373	\$	(30,089.87)	\$	30,156.38	\$	66.51
Redlg ICS 103381	\$	(62,233.27)	\$	62,370.84	\$	137.57
Pool ICS 103348	\$	(20,059.92)	\$	20,104.26	\$	44.34
Cemetery ICS 103446	\$	(17,969.16)	\$	18,008.88	\$	39.72
General TCD 109366	\$	(56,707.73)	\$	56,707.73	\$	-
General TCD 109367	\$	(56,697.50)	\$	56,697.50	\$	-
Heritage Bank						
UB ACH 411025	\$	(378,797.26)	\$	336,833.38	\$	(41,963.88)
Investors 4100744	\$	(28,106.24)	\$	28,106.24		Moved to ICS Lights
CITY FUND TOTAL	\$	(6,155,264.30)	\$	5,960,291.70	\$	(194,972.60)



The City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

As of October 31, 2019

Homestead Bank

Checking (NOW) 300-100-027.....	\$ 697,366.06
City Sales Tax (Checking) 300-300-277.....	22,033.14
St. Paul Civic Center (MMDA) 300-300-749.....	8,849.31
City REDLG (Secure Plus) 300-301-465.....	25,435.46
Water Treatment Plant (Bond Reserve) (MMDA) 300-504-189.....	17,568.65
Keno (MMDA) 300-504-409.....	87,182.73
Sales Tax (P.I.) 300-504-420.....	125,986.14
Pool Construction (MMDA) 300-504-442.....	7,861.76
Premium Investment (P.I.) 300-504-684.....	90,621.29
General Equipment Sinking (MMDA) 300-504-805.....	28,217.71
Sewer Building & Equipment Fund (MMDA) 300-504-849.....	22,658.78
Police Equipment Fund (MMDA) 300-504-860.....	12,620.21
Senior Center Fund (MMDA) 300-504-882.....	6,166.25
Brick Account (MMDA) 300-504-915.....	2,020.84
Library Maintenance Reserve (MMDA) 300-504-970.....	15,308.02
Light Sinking Fund (MMDA) 300-504-981.....	24,998.37
Fire Sinking Fund (MMDA) 300-504-992.....	19,453.13
EMT Sinking Fund (MMDA) 300-505-003.....	8,865.50
Street Sinking Fund (MMDA) 300-504-014.....	9,030.33
Park Equipment Sinking Fund (MMDA) 300-505-025.....	14,657.65
TIF Projects (MMDA) 300-505-036.....	930.89
After School Program (MMDA) 300-505-146.....	3,172.27
St. Paul Elmwood Cemetery Foundation (MMDA) 300-505-168.....	9,608.52
Civic Center Sinking Fund (MMDA) 300-505-179.....	10,520.63
Housing Grant Repayment (Savings) 300041780.....	790.63
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.....	219,352.98
Sales Tax (TCD) 3327564 mat. 4/4/22.....	79,194.51
Light (TCD) 3640996 mat. 5/15/22.....	43,599.44
General (TCD) 3212279 mat. 7/8/24.....	151,562.98

Citizens Bank & Trust

Consumer Deposit Fund (Checking) 102415.....	50,577.50
Cafeteria 125 (NOW) 102407.....	18,221.35
Health Deductible Account (NOW) 102482.....	82,633.61
Sales Tax Infrastructure (NOW) 102342.....	246,543.83
Cemetery (Savings) 753122.....	37,756.11
City Park Aluminum Improvement (Savings) 772682.....	1,581.68
General (TCD) 109366.....	56,707.73
General (TCD)109367.....	56,697.50
Lights (ICS MMA) 103217.....	678,685.89
Water (ICS MMA) 103225.....	87,628.92
Sewer (ICS MMA) 103241.....	199,923.36
General (ICS MMA) 103209.....	1,180,709.05
Building (ICS MMA) 103233.....	47,556.21
Fire (ICS MMA) 103268.....	108,302.29
Ambulance (ISC MMA) 103276.....	231,728.13
Park (ICS MMA) 103284.....	99,875.08
Police (ICS MMA) 103292.....	46,549.92
Keno (ICS MMA) 103314.....	65,326.32
Streets (ICS MMA) 103349.....	60,312.79
Library (ICS MMA) 103365.....	30,156.38
Senior Center (ICS MMA) 103373.....	30,156.38
Red Leg (ICS MMA) 103381.....	62,370.84
Pool (ICS MMA) 103348.....	20,104.26
Cemetery (ICS MMA) 103446.....	18,008.88

Heritage Bank

ACH Account (MMDA) 411025.....	336,833.38
Investors Account (P.I.) 4100744.....	28,106.24

Total City Funds.....\$ 5,960,291.70


City Treasurer

Deposits and Checks printed for Month (held in statement folder)				
2019-2020				
Month / Year	Deposit Total	Check Total	Grand Total	Comment
October 31, 2019	\$ 545,884.50	\$ (754,232.32)	\$ (208,347.82)	Bonds / LARM
November 30, 2019			\$ -	
December 31, 2019			\$ -	
January 31, 2020			\$ -	
February 28, 2020			\$ -	
March 31, 2020			\$ -	
April 30, 2020			\$ -	
May 31, 2020			\$ -	
June 30, 2020			\$ -	
July 31, 2020			\$ -	
August 31, 2020			\$ -	
September 30, 2020			\$ -	
Grand Total	\$ 545,884.50	\$ (754,232.32)	\$ (208,347.82)	
Deposit & Checks Monthly Total (Shared)				

**RESOLUTION FOR “PARTICIPATING MEMBERS” OF LARM
TO RATIFY THE ELECTIONS OF
MEMBERS OF THE LARM BOARD OF DIRECTORS**

WHEREAS, the City of Saint Paul is a “participating member” of the League Association of Risk Management (“LARM”); and

WHEREAS, the Interlocal Agreement that formed and continues to govern LARM provides in 8.1.4.2. that “each participating member may cast one (1) vote for each of the open Board positions”; and

WHEREAS, the following 15 individuals were elected by LARM members at a Members meeting on March 21, 2018, which terms commenced effective January 1, 2018:

Name	Term	Member
Mayor Doug Hanson	3	Hickman
James (Jim) Hawks	3	North Platte
Melissa Harrell	3	Wahoo
Jo Leyland	3	Imperial
Lanette Doane	3	Ansley
Nathan Johnson	2	Scottsbluff
Mayor Scott Getzschman	2	Fremont
Teresa Bartlett	2	Beaver City
Mayor Josh Moenning	2	Norfolk
LeAnn Brown	2	Oshkosh
Tom Ourada	1	Crete
Sandra Schendt	1	Nelson
Mayor Deb Van Matre	1	Gibbon
Douglas Schultz	1	Curtis
Pamela Buethe	1	Sarpy SID #29

WHEREAS, at a LARM Members meeting on September 19, 2018, the five (5) individuals listed above who were initially elected to one-year terms - Tom Ourada, Sandra Schendt, Mayor Deb Van Matre, Douglas Schultz, and Pamela Buethe - were re-elected to three-year terms commencing effective January 1, 2019.

WHEREAS, at a LARM Members meeting on September 18, 2019, the five (5) individuals listed above who were initially elected to two-year terms - Nathan Johnson, Mayor Scott Getzschman, Teresa Bartlett (now Teresa Youngquist), Mayor Josh Moenning, and LeAnn Brown - were re-elected to three-year terms commencing effective January 1, 2020.

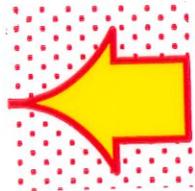
WHEREAS, the remaining five (5) individuals listed above who were initially elected to three-year terms - Mayor Doug Hanson, James (Jim) Hawks, Melissa Harrell, Jo Leyland, and Lanette Doane - continue to serve on the LARM Board of Directors, and their terms will expire on December 31, 2020, unless they are re-elected to a second term at a LARM Members meeting to take place in 2020.

WHEREAS, in order to avoid any doubt as to its assent to the election and re-election of the members of the LARM Board of Directors as stated above, City of Saint Paul wishes to ratify the election and re-election of the LARM Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that City of Saint Paul hereby ratifies and confirms its assent to the election and re-election of the LARM Board of Directors as stated above.

Date: November 18, 2019

Joel M. Bergman, Mayor



ATTEST:

Connie Jo Beck, City Clerk/Deputy Treasurer



LARM moves forward with 100% retention of members plus new public entities joining LARM; all litigation is over confirming governance by the Duly Elected LARM Board!

BY L. LYNN REX, EXECUTIVE DIRECTOR, LNM

On Sept. 18, at the League Association of Risk Management (LARM) Annual Members Meeting, five board members were reelected to a three-year term. The Members Meeting was held in conjunction with the League Annual Conference.

A few days earlier, thanks to years of outstanding work by **Andy Barry of Cline Williams Law Firm**, the League's Legal Counsel on LARM-related issues, and his dedicated associate, **John Zimmer**, the Duly Elected LARM Board prevailed and all LARM-related litigation is over! This is a tremendous victory for LARM and all LARM Members!

Andy Barry was notified on Sept. 12, 2019, that the Lancaster County District Court issued an order on Sept. 11, 2019, in Case No. CI 19-418 dismissing the action against the individual members of the Duly Elected LARM Board of Directors. The court order in Case No. CI 19-418 refers to the court's previous order on Aug. 15, 2019, in the quo warranto action (Case No. CI 18-1446) which ousted former members of the "Purported LARM Board" rendering as moot this challenge to the service of the individuals serving on the Duly Elected LARM Board. **Andy also was notified that the Lancaster County District Court issued an order on**

Sept. 11, 2019, in Case No. CI 18-1989 in acceptance of the joint motion and stipulation agreed to by the parties, ending all LARM-related litigation.

BACKGROUND

A memo from **LARM Board Chair Doug Hanson**, Mayor of Hickman, was sent on Sept. 4, 2019, to all League and LARM members that included excerpts from **the quo warranto action (Case No. CI 18-1446), which ousted the former members of the "Purported LARM Board" and set the stage for negotiations to resolve other pending litigation.**

On Sept. 9, 2019, the Duly Elected LARM Board held a special meeting by telephone conference call and voted to approve the **"Joint Motion, Stipulation and Consent Order"** in Case No. CI 18-1989 and authorize **Jason W. Grams of Lamson, Dugan and Murray** to enter an appearance on behalf of LARM to effectuate the "Joint Motion, Stipulation and Consent Order." Andy Barry, (representing An-sley, Hickman, North Platte and me, as LARM's Administrator) explained the legal significance of his negotiations primarily with David Domina of Domina Law Group, the attorney representing the former individual members of the "Purported LARM Board." Stephen Bruckner of Fraser

Stryker and Jerry Pigsley of Woods & Aitken, both representing the former "Purported LARM Board," also agreed to the terms of the negotiated agreement reflected in the "Joint Motion, Stipulation and Consent Order." **This negotiated agreement brought all litigation to a close and confirmed the LARM Board's governance of LARM since the former individual members of the "Purported LARM Board" agreed NOT to appeal the decision rendered on Aug. 15, 2019, by the Lancaster County District Court in the quo warranto action, which ousted them from office (Case No. CI 18-1446).**

The District Court ordered, in part: "Each of the Respondents (members of the "Purported LARM Board") is, or was previously, unlawfully holding and exercising office as a member of the Board of Directors of the League Association of Risk Management and is therefore subject to immediate ouster from the same;

"Each of the Respondents (members of the "Purported LARM Board") is hereby immediately ousted, removed, and excluded from office on the Board of Directors of the League Association of Risk Management, and has no actual or apparent

Continued on page 9

LARM Board of Directors 2019-2020



*Doug Hanson, Chair
Mayor of Hickman*



*Jim Hawks, Vice Chair
City Administrator,
North Platte*



*LeAnn Brown
Clerk/Treasurer
Oshkosh*



*Pamela Buethe
Board Member, Sarpy
County SID #29*



*Lanette Doane
Clerk/Treasurer
Ansley*



*Scott Getzschman
Mayor of Fremont*



*Melissa Harrell
Administrator/Treasurer
Wahoo*



*Nathan Johnson
City Manager
Scottsbluff*



*Jo Leyland
Administrator/Clerk/
Treasurer, Imperial*



*Josh Moenning
Mayor of Norfolk*



*Tom Ourada
City Administrator
Crete*



*Sandra Schendt
Clerk/Treasurer
Nelson*



*Douglas Schultz
Administrator/Clerk/
Treasurer, Curtis*



*Deb VanMatre
Mayor of Gibbon*



*Teresa Youngquist
Clerk/Treasurer
Beaver City*



*Dwight Livingston
League President
Mayor of North Platte
Ex-Officio Board Member*



*L. Lynn Rex
League Executive Director
Ex-Officio Board Member*

LARM moves forward with 100% retention of members plus new public entities joining LARM; all litigation is over confirming governance by the Duly Elected LARM Board!

Continued from page 4

authority over the same;

"... those acting in concert with them are hereby ordered to deliver over all books, papers, and any other assets under the custody or control of the LARM Board of Directors, to the Administrator of LARM."

Pursuant to LARM's Interlocal Agreement, the Administrator of LARM is the Executive Director of the League of Nebraska Municipalities.

It should be noted that **LARM Board Member Sandra Schendt**, Clerk/Treasurer of Nelson, voted in favor of the negotiated agreement, but

International trade grows exports and creates jobs

Continued from page 8

Days in Grand Island. This year, for the first time ever, Husker Harvest Days had an International Visitors Center. The center gives international guests an up-close look at Nebraska's global leadership in agriculture. The center also provides Nebraskans an opportunity to promote farm equipment, machinery and technologies that are made here and used all over the world. In addition, it will serve as a connection point for international businesses considering an investment in our state.

Both at home and abroad, my team is working tirelessly to grow Nebraska through international trade. We will continue to lead trade missions, open new markets and attract new investments to our state. ■

stated the following: *"I have talked to my Mayor and another Community's Mayor about the 'Joint Motion, Stipulation and Consent Order' agreement that has been made. We are not happy with the added expenses the Former Purported Board has created for the LARM members. That being said, we all agree that it is now time to move forward and bring all of the members together and make LARM stronger than ever. But, we will remember how the Former Purported Board acted, and how it was all for nothing."*

Special thanks to **Sen. Matt Williams**, Chair of the Legislature's Banking and Insurance Committee, for his leadership to indefinitely postpone **LB 573** in the 2019 session with a unanimous vote of the committee immediately following the hearing. (LB 573 was introduced at the request of Mike Nolan, LARM's Executive

Director, and subsequently supported by members of the "Purported LARM Board" and would have resulted in significant changes to LARM's Interlocal Agreement.)

Thanks to **Andy Barry** and **John Zimmer** for their extraordinary dedication, guidance and legal work! Thanks to the **Ansley Village Board**, **Hickman City Council** and **North Platte City Council** for their willingness to join me as plaintiffs in the quo warranto case, resulting in the ouster of the "Purported LARM Board by the Lancaster County District Court."

Last, but not least, thanks to members of the **Duly Elected LARM Board**, the **League Executive Board**, and most importantly, the **LARM members** across the state for their long-standing support and commitment to restore LARM to a membership-driven organization! ■



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Web: www.RiceSigns.com



Connie Beck

From: League Association of Risk Management <diane.becker@larmpool.org>
Sent: Friday, November 8, 2019 9:40 AM
To: Connie Beck
Subject: Attached resolution as an agenda item for your next board meeting



Please list this agenda item for your next board meeting

To: Governing Boards of LARM Members

From: Hickman Mayor Doug Hanson, Chair of the Duly Elected LARM Board; L. Lynn Rex, LARM Administrator and Ex-Officio, Non-Voting LARM Board Member; Acting LARM Executive Director; League Executive Director

Re: Please list as an agenda item for your next board meeting– “Resolution for ‘Participating Members’ of LARM to Ratify the Elections of Members of the LARM Board of Directors”

Date: November 8, 2019

On behalf of the Board of Directors and Staff of the League Association of Risk Management (LARM), THANK YOU for your membership in LARM! Please list as an agenda item for your next meeting the [“Resolution for ‘Participating Members’ of LARM to Ratify the Elections of Members of the LARM Board of Directors.” \(link to PDF format\)](#) As outlined in the [Resolution](#), members of the LARM Board of Directors were properly elected pursuant to LARM’s Interlocal Agreement at the following three “Members Meetings”: March 21, 2018; Sept. 19, 2018; and Sept. 18, 2019. If you would like a copy of the minutes from the three “Members Meetings,” please email brendah@lonm.org.

[Please refer to an article from the Nebraska Municipal Review with pictures of the 15 members of the LARM Board of Directors for FY 2019-2020.](#) LARM has been restored as a membership-driven organization due to the successful litigation outlined in [the article](#)! Thanks to the dedication of the Duly Elected LARM Board of Directors, LARM Staff and LARM’s Agents, LARM is moving forward with 100% retention of members plus new public entities joining LARM.

Thank you for placing the [Resolution](#) as an agenda item for your next meeting. After your governing body has passed the [Resolution](#), please email a signed and dated copy to brendah@lonm.org.

If you have any questions, please feel free to contact any of the following representatives of LARM (402-742-2600) or the League (402-476-2829): Dave Bos, Tracy Juranek, Lash Chaffin, Christy Abraham or Lynn Rex.

[“Resolution for ‘Participating Members’ of LARM to Ratify the Elections of Members of the LARM Board of Directors.” in Word format](#)

[“Resolution for ‘Participating Members’ of LARM to Ratify the Elections of Members of the LARM](#)

[Board of Directors." in PDF format](#)

[September 2019 LONM Municipal Review Article](#)

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St. Paul Fire Department

824 6th. Street
St. Paul, NE 68873

Phone (308) 754-5254

MEMBERSHIP APPLICATION

I Robert Jaeger would like to become a member of the ST. PAUL FIRE DEPARTMENT & RESCUE SQUAD. I have had the duties and responsibilities explained to me, and I willingly accept the responsibility of becoming a member of the ST. PAUL FIRE DEPARTMENT if I am accepted by the ST. PAUL FIRE DEPARTMENT and the ST. PAUL CITY COUNCIL and ST. PAUL RURAL FIRE PROTECTION BOARD.

[Signature]
SIGNATURE OF APPLICANT

11-13-19
DATE

[Signature]
SIGNATURE OF SPFD TRUSTEE

11-14-19
DATE

SIGNATURE OF SPFD TRUSTEE

DATE

[Signature]
SIGNATURE OF SPFD TRUSTEE

11-13-19
DATE

Applicant information: NAME

Rob Jaeger

ADDRESS

70401 Hoisecker RD
Wolbach NE 68882

BIRTHDATE

09 30 1978

PHONE

402 621 0376

EMT LICENSE #

N/A

DRIVERS LICENSE #

U03491376

SOCIAL SECURITY #

ENCROACHMENT LICENSE AGREEMENT

THIS AGREEMENT made this 13 day of November, 2019 between N. JOYCE EYER TRUSTEE of the N. JOYCE EYER TRUST originally dated the 17th day of July, 2006 (“TRUSTEE”) and the CITY OF ST. PAUL, NEBRASKA.

WITNESSETH

The N. Joyce Eyer Trust is the current owner of real property generally known as 7th and Indian Streets in the town of St. Paul, Howard County, Nebraska and legally described in a deed from _____ dated the ____ day of _____, _____, recorded in the Howard County Clerk's Office (hereinafter referred to as the “Eyer Trust Premises”) as follows:

Lot 6, Block 75, Original Town of St. Paul, Howard County, Nebraska

The City of St. Paul is the owner of real property adjoining the Eyer Trust Premises on the South and East sides of the Eyer Trust Premises (hereinafter referred to as the “City of St. Paul Right of Way Property”).

A survey of the Eyer Trust Premises prepared by Jesse E. Hurt of Olsson Company, Land Surveyor, dated the 17th day of October, 2019 discloses encroachments over the St. Paul Right of Way Property by the Eyer Trust Premises. Each of the two points of encroachment are shown on the survey at Points “A” and “B”. The survey is attached hereto and by this reference made a part hereof.

The City of St. Paul hereby grants to the Eyer Trust and all of its successors, heirs and assigns, permission for the building encroachment to remain so situate for as long as the building shall stand in good repair and condition.

Eyer Trust hereby expressly understands and agrees that the building encroaches upon the City of St. Paul Property and that the building encroachment may remain so long as the building shall stand in good repair and condition.

If Eyer Trust, or its heirs, successors and/or assigns desires to remove and replace the building, then the City of St. Paul or its heirs, successors and/or assigns expressly grants a license to The Eyer Trust, its heirs, successors and/or assigns to enter the City of St. Paul Property to remove same, upon the express condition, that Eyer Trust, or its heirs, successors and/or assigns shall upon replacement move the placement of the building back to the division line or such set back line between their respective premises, as may be required at that time.

The parties agree to the recording of this agreement in the Howard County Clerk's Office against the Eyer Trust and City of St. Paul premises in order to memorialize of record the understanding between the parties. Upon removal and/or relocation of the building, the parties named hereunder and/or their heirs, successors and/or assigns agree to execute and file of record a Termination of this Encroachment License Agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

N. JOYCE EYER TRUST

By: _____
N. Joyce Eyer, Trustee

CITY OF ST. PAUL, NEBRASKA

By: *Joel Bergman*
Its Authorized Representative
Joel M. Bergman, Mayor

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

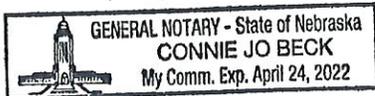
On the _____ day of November, 2019 before me, the undersigned, personally appeared N. JOYCE EYER, TRUSTEE OF THE N. JOYCE EYER TRUST, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF Howard)

On the 13 day of November, 2019 before me, the undersigned, personally appeared Joel M. Bergman, Mayor and personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



Connie Jo Beck
Notary Public

City of St. Paul - Certificates of Deposit

Dept. Fund

10/31/2019

(All CD's are automatically renewable)

BANK	CD #	MATURITY DATE	AMOUNT	TERM	CURRENT RATE	INTEREST
General (Homestead)	3212279	7/8/24	\$151,562.98	60 Months	2.90%	Compound Qtrly
General (Citizens)	109366	11/15/23	\$56,707.73	60 Months	3.20%	Mthly Compound
General (Citizens)	109367	11/15/23	\$56,697.50	60 Months	3.20%	Mthly Compound
General (Homestead)	3212199	2/2/22	\$39,594.23	60 Months	1.65%	Compound Qtrly
General (Homestead)	3051705	4/10/22	\$219,352.98	60 Months	1.70%	Compound Qtrly
		Total	\$523,915.42			
Light (Homestead)	3640996	5/15/22	\$43,599.44	60 Months	1.70%	Compound Qtrly
Light (Homestead)	3212195	2/22/22	\$41,157.17	60 Months	1.65%	Compound Qtrly
		Total	\$84,756.61			
Water (Homestead)	3212196	2/2/22	\$ 31,258.61	60 Months	1.65%	Compound Qtrly
		Total	\$ 31,258.61			

City of St. Paul
Receipts
October 2019

Date	From	Account	Description & Breakdown	Amount
10/3/2019	BCBSNE	Ambulance	St. Paul Rescue Service	565.90
10/2/2019	Wisconsin Physician Services	Ambulance	HCCLAIMPMT	1,042.53
10/4/2019	TMCRDC5335	Ambulance	St. Paul Rescue Service	864.30
10/7/2019	City Office	Recreation	After School Program	260.00
10/9/2019	City Office	General	American Legion - Liquor License	300.00
10/10/2019	State of Nebraska	Streets	October 2019 Highway Alloc.	34,973.70
10/10/2019	Howard County Treasurer	V.P. Bond	Collections	10,093.51
10/10/2019	Howard County Treasurer		Collections	32,087.28
			General 6,629.06	
			Fire 1,417.80	
			Police 10,775.26	
			Cemetery 850.68	
			Pool 2,268.48	
			Park 2,552.03	
			Library 3,402.71	
			Senior Center 283.56	
			Civic Center 283.56	
			Streets - Motor Tax 3,393.23	
			Streets - Pro Rate 230.91	
10/11/2019	TMCRDC5335	Ambulance	St. Paul Rescue Service	27.51
10/11/2019	City Office	V.P. Bond	Goodenberger payment	65.00
			Water - Princ. 22.39, Int. 3.61	
			Sewer - Princ. 33.58, Int. 5.42	
10/11/2019	City Office	V.P. Bond	Marjorie Kelly	1,319.35
			Princ. 1,267.38, Int. 51.97	
10/11/2019	City Office	Water	Todd Wojtalewicz - Wellfield Rent	5,406.00
10/15/2019	Wisconsin Physician Services	Ambulance	HCCLAIMPMT	344.83
10/15/2019	City Office	Civic Center	Reimb. For LARM Liability Ins.	11,109.17
10/15/2019	City Office	Fire	St. Paul Rural Fire Prot. Dist.	5,552.14
10/15/2019	City Office	Ambulance	St. Paul Rural Fire Prot. Dist. - E MT	1,853.26
10/15/2019	City Office	General	LARM Reimbursement	16,040.45
			Killinger 3,796.75	

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

			C/R NEOC 12,243.70		
10/17/2019	Wisconsin Physician Services	Ambulance	HCCLAIMPMT	689.66	
10/17/2019	City Office	V.P. Bond	Tommy-Rene Printers - Paving	59.38	
			Princ. 55.03, Int. 4.35		
10/18/2019	NE Claims		HCCLAIMPMT	185.38	
10/18/2019	TMCRDC5335	Ambulance	St. Paul Rescue Service	88.88	
10/22/2019	Wisconsin Physician Services	Ambulance	HCCLAIMPMT	408.45	
10/23/2019	City Office	Recreation	After School Program Donations	125.00	
10/25/2019	TMCRDC5335	Ambulance	St. Paul Rescue Service	87.96	
10/29/2019	City Office	General	Riverview Lanes - Liq. Lic./Occ.	300.00	1/2 school
10/30/2019	EMS Billing Service	Ambulance	St. Paul Rescue Service	63.04	
10/31/2019	BCBSNE	Ambulance	St. Paul Rescue Service	88.65	
10/31/2019	Homestead Bank	General	Interest on Checking for Oct.	116.05	
Other Accounts:					
10/2/2019	City Office - State of Nebraska - to Light 300-504-981 - North Yards Rent			250.00	
10/2/2019	City Office - Northrup's payment to Sales Tax 300-504-420 Princ. 299.43, Int. 31.57,			351.00	
	Penalty 20.00				
10/4/2019	City Office - U-Betcha Auto payment to Sales Tax 300-504-420 Princ. 1085.21, Int. 64.96			1,150.17	
10/4/2019	City Office - L & M Enterprises payment to Sales Tax 300-504-420 Princ. 1745.42, Int. 187.60			1,933.02	
10/4/2019	City Office- Augy's Fitness payment to Sales Tax 300-504-420 Princ. 660.12 Int. 187.60			750.00	
10/7/2019	City Office - Howard County Medical Center to REDLG 300-301-465			5,000.00	
10/9/2019	City Office -Cash Deposit to Park 300-505-025			110.00	
10/9/2019	City Office - C. Hamilton payment to P.I. 300-504-684 Princ. 26.00, Int. 14.00			40.00	
10/10/2019	City Office - U-Betcha Auto payment to P.I. 300-504-684 Princ. 4035.93, Int. 115.50			4,151.43	
10/15/2019	City Office - Teresa's Floral payment to REDLG 300-301-465 Princ. 230.23, Int. 41.25			271.48	
10/15/2019	City Office - Creative Hands payment to Sales Tax 300-504-420 Princ. 291.50, Int. 58.50			350.00	
10/15/2019	City Office - County Cage payment to Sales Tax 300-504-420 Princ. 436.96, Int. 138.04			575.00	
10/15/2019	City Office - Starkey payment to P.I. 300-504-684 Water - Princ. 48.34, Int. 4.32,			105.32	
	Sewer - Princ. 48.34, Int. 4.32				
10/16/2019	City Office - St. Paul Keno to Keno 300-504-409			4,277.07	
10/17/2019	City Office - Bed Head Coffee payment to Sales Tax 300-504-420 Princ. 467.22, Int. 182.78			650.00	

City of St. Paul
Receipts
October 2019

10/18/2019	City Office - Escape Tanning payment to Sales Tax 300-504-420 Princ. 139.04, Int. 15.96	155.00	
10/22/2019	State of Nebraska August 2019 City Sales Tax to Sales Tax 300-504-420	27,974.70	
10/23/2019	Connie transferred \$3,272.95 from above deposit to checking 300-100-027 for streets		
10/21/2019	Connie transferred \$81,000 from Heritage 411025 to checking 300-100-027		
10/21/2019	City Office - LARM to Civic Center 300-300-749 - Glass Door Damage	78.20	
10/21/2019	City Office - Secure Storage payment to P.I. 300-504-684 Princ. 85.12, Int. 14.88	100.00	
10/31/2019	City Office - Housing Grant Savings 300041780 for month	50.00	
10/31/2019	Homestead Bank - Interest on City Sales Tax Checking 300-300-277	4.94	
10/31/2019	Homestead Bank - Interest on St. Paul Civic Center Checking 300-300-749	0.86	
10/31/2019	Homestead Bank - Interest on City REDLG 300-301-465	2.94	
10/31/2019	Homestead Bank - Interest on Water MMDA 300-504-189	4.48	
10/31/2019	Homestead Bank - Interest on Keno MMDA 300-504-409	29.77	
10/31/2019	Homestead Bank - Interest on Sales Tax P.I. 300-504-420	45.05	
10/31/2019	Homestead Bank - Interest on Pool Construction MMDA 300-504-442	1.34	
10/31/2019	Homestead Bank - Interest on Premium Investment 300-504-684	26.53	
10/31/2019	Homestead Bank - Interest on General Equipment Sinking MMDA 300-504-805	8.39	
10/31/2019	Homestead Bank - Interest on Sewer & Building Equipment Fund MMDA 300-504-849	5.77	
10/31/2019	Homestead Bank - Interest on Police Equipment Fund MMDA 300-504-860	3.21	
10/31/2019	Homestead Bank - Interest on Senior Center Fund MMDA 300-504-882	1.05	
10/31/2019	Homestead Bank - Interest on Brick Account MMDA 300-504-915	0.26	
10/31/2019	Homestead Bank - Interest on Library Maintenance Reserve MMDA 300-504-970	3.90	
10/31/2019	Homestead Bank - Interest on Light Sinking Fund MMDA 300-504-981	6.36	
10/31/2019	Homestead Bank - Interest on Fire Sinking Fund MMDA 300-504-992	4.95	
10/31/2019	Homestead Bank - Interest on EMT Sinking Fund MMDA 300-505-003	1.51	
10/31/2019	Homestead Bank - Interest on Street Sinking Fund MMDA 300-505-014	1.53	
10/31/2019	Homestead Bank - Interest on Park Equipment Sinking Fund MMDA 300-505-025	3.73	
10/31/2019	Homestead Bank - Interest on TIF Projects MMDA 300-505-036	0.12	
10/31/2019	Homestead Bank - Interest on After School MMDA 300-505-146	0.40	
10/31/2019	Homestead Bank - Interest on St. Paul Elmwood Cemetery Foundation 300-505-168	1.63	
10/31/2019	Homestead Bank - Interest on Civic Center Sinking Fund MMDA 300-505-179	2.68	
10/24/2019	Homestead Bank - Sales Tax TCD #3327564	331.96	
10/10/2019	Homestead Bank - General TCD #3051705	935.90	
10/8/2019	Homestead Bank - General TCD #3212779	1,099.82	

City of St. Paul
Receipts
October 2019

10/31/2019	Citizens Bank & Trust - Interest on Cafeteria 125 102407		2.50
10/31/2019	Citizens Bank & Trust - Interest on Health Deductible 102482		10.42
10/31/2019	Citizens Bank & Trust - Interest on Cemetery Savings 753122		51.41
10/31/2019	Citizens Bank & Trust - Interest on Sales Tax Infrastructure 102342		13.92
10/31/2019	Citizens Bank & Trust - Interest on Light ICS MMA 103217		1,640.66
10/31/2019	Citizens Bank & Trust - Interest on Water ICS MMA 103225		211.82
10/31/2019	Citizens Bank & Trust - Interest on Sewer ICS MMA 103241		440.94
10/31/2019	Citizens Bank & Trust - Interest on General ICS MMA 103209		2,604.21
10/31/2019	Citizens Bank & Trust - Interest on Building Sinking ICS MMA 103233		104.87
10/31/2019	Citizens Bank & Trust - Interest on Firemen ICS MMA 103268		261.79
10/31/2019	Citizens Bank & Trust - Interest on Ambulance ICS MMA 103276		560.16
10/31/2019	Citizens Bank & Trust - Interest on Park ICS MMA 103824		220.28
10/31/2019	Citizens Bank & Trust - Interest on Police ICS MMA 103292		102.64
10/31/2019	Citizens Bank & Trust - Interest on Keno ICS MMA 103314		144.06
10/31/2019	Citizens Bank & Trust - Interest on Streets ICS MMA 103349		133.03
10/31/2019	Citizens Bank & Trust - Interest on Library ICS MMA 103365		66.51
10/31/2019	Citizens Bank & Trust - Interest on Senior Center ICS MMA 103373		66.51
10/31/2019	Citizens Bank & Trust - Interest on Red Leg ICS MMA 103381		137.57
10/31/2019	Citizens Bank & Trust - Interest on Pool ICS MMA 103438		44.34