

1st Council Regular Meeting

Monday, November 1, 2021 7:00 PM

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

Agenda

1. Mayor Bergman calls meeting to order, with the "Pledge of Allegiance" and the "Open Meeting Statement" as required by NE State Statutes 84-1407 through 84-1414; Mayor Bergman also states that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Statute 84-1410.
2. Submittal of Request for Future Agenda Items
3. Reserve time to Speak on an Agenda Item
4. PUBLIC HEARING: Mayor Joel M. Bergman opens public hearing regarding Bootlegger Inc. dba Bootlegger (Tiffany Fousek) - 1108 2nd Street application for a Class CK - 124534 license.
5. Discuss - Approve / Deny Olsson (Jeff Palik) Renewal Agreement for Street Superintendent and Engineering Services regarding the City of St. Paul from January 1, 2022 to December 31, 2022. The compensation regarding the Street Superintendent services will be a fixed fee of \$3,000 and the Consultation Services project will not exceed \$5,000 - Time and Expense.
6. Mayor Bergman opens the Public Comment period regarding the Bootlegger Inc. dba Bootlegger (Tiffany Fousek), Class CK #124534 Liquor License application.
 - a. Mayor Bergman closes the public comment period.
 - b. Discuss - Approve / Deny Bootlegger Inc. dba Bootlegger (Tiffany Fousek), Class CK - #124534, 1108 2nd Street, St. Paul, NE Liquor License application.
7. Discuss - Approve / Deny Consent Agenda Items:
 - (1) October 18, 2021 Council minutes (special); October 18, 2021 Council minutes (regular); (2) November 1, 2021 disbursements; and (3) October 25, 2021 zoning permits.
8. Discuss - Approve/Deny disbursing \$3,000 to the St. Paul Chamber of Commerce from the Keno fund regarding marketing and promotions. Per the October 18, 2021 minutes, it was approved that the Chamber of Commerce will provide a quarterly report to the City regarding the utilization of funds received from the City. Council member Kowalski will be the City liaison to the Chamber of Commerce Board to oversee the accountability of all the funds disbursed.
9. Discuss - Approve / Deny paying the Reynolds Construction invoice from which City account regarding the cleaning of the: (1) drainage ditch from the swimming pool to US Hwy 281; and (2) the drainage ditch on the north and south side of the old Burlington Railroad.
10. Utility Superintendent Helzer updates:
11. City of St. Paul Police updates:
12. City Council member updates

13. Mayor Bergman updates:
 - (1) Advertisement for Bid opening regarding the Wastewater Treatment Facility (WWTF) Improvements was today (Monday) November 1, 2021 at 3:00 p.m. The WWTF bid will be approved at the City Council meeting on Monday, November 15, 2021;
 - (2) City Clerk Connie Jo Beck checked the City of St. Paul 2021-2022 levy from the Howard County Resolution 2021-26 for accuracy; the General levy .467290; Bond levy .123231, with a total of .590521;
 - (3) BOK Financial was holding escrow interest money in the amount of \$12,142 from the GO Refunding Bond, Series 2016; the funds were sent to the City - a deposit was made according to the percentages of the bonds to the water, street and sewer funds;
 - (4) City Clerk Beck successfully submitted the System for Award Management (SAM) Registration on Monday, October 25, 2021. SAM is a web-based, government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract awards, grants, and electronic payment processes;
 - (5) An "Addendum" to the State and Local Fiscal Recovery Funds Compliance and Reporting Guidance as announced on September 30, 2021 - For non-entitlement units of Government (NEUs), the Project and Expenditure report will now be due on Saturday, April 30, 2022 and will cover the period between the award date and March 31, 2022;
 - (6) Winterization of Ballpark and City Park sprinklers;
14. Public Comment Period - restricted to items on the agenda
15. Public Announcements
16. Closed Session: Pending Litigation; Strategy Session with respect to real estate purchase; and prevent needless injury to the reputation of an individual
17. Mayor Bergman adjourns City Council meeting
18. Informational Items:
19. This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date: _____

Requested Agenda Item: _____

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

What action do you want the City Council to take? _____

Will this project/item require City funding? YES ____ NO ____ **If so, how much?** _____

Name (please print): _____

Name (signature): _____

Address: _____

Phone Number: _____

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For City Official Use Only

___ Added to City Council Agenda. Date of City Council meeting: _____

___ Referred to City Council Committee for Recommendation

City Council Action Taken: _____

City Funds Authorized: _____

**City of St. Paul
704 6th Street
St. Paul, Nebraska 68873
(308)754-4483**

REQUEST FOR OPEN PUBLIC RECORDS

RECORD REQUEST INFORMATION (To be completed by Requestor – Please Print)

Full Name: _____ (Phone) _____

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

I hereby acknowledge that I am aware that under the terms of Neb. Rev. Stat. §84-712, I am authorized to examine public records not withheld from me under the terms of Neb. Rev. Stat. §84-712.04 or other appropriate statutes, and that I may make memoranda and abstracts therefrom during the hours the offices are normally open to the public.

I hereby declare that I do not intend to and will not:

- a. Use any list of names or addresses contained in or derived from the records or information for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed; or
- b. Sell, give, or otherwise make available to any person any list of names or addresses contained in or derived from the records or information for the purpose of allowing that person to sell or offer for sale any property or service to any person who resides at any address listed.

I hereby request a copy of the following public records:

Requestor Signature _____ Date _____ Email/Fax Number _____

(Most records will be provided within four (4) full business days from the date of request.)

For Administrative Records

The request for the above-named document(s) was granted and/or allowed to be examined.

Signed _____ Date _____

This request was denied, and the requesting party was issued a letter of denial in accordance with the provisions of Neb. Rev. Stat. §84-712.04.

Signed _____ Date _____

YOUR COPY OF THIS FORM SHALL SERVE AS YOUR RECEIPT

If you have any questions about your record request, please contact the City Clerk's Office at (308) 233-3216.

**City of St. Paul
Citizen Complaint Form**

Name of person making complaint _____
Residential address _____
Postal address _____
Phone Number _____ Email address _____

Complaint Details

Date of Incident _____ Time _____
Location of Incident _____
Who/what is the subject of your complaint? _____
DETAILED summary of your complaint _____

Witness Details (If applicable)

Name of witness(es) _____
Address _____

Phone Number of witness _____

Complaint Outcome

How would you like this issue resolved? _____

Signature of Complainant

Action taken by City

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: 10-14-2021

I, Connie Jo Beck Clerk of Saint Paul, Nebraska
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

BOOTLEGGER INC dba BOOTLEGGER
1108 2ND ST, ST PAUL / HOWARD County, 68873
Application for Class CK - 124534
45 days - 11-29-21

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes No

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes No

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

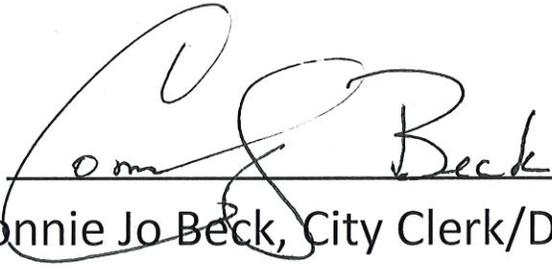
Clerk's name

DATE

Paper - 10-14-21
Publish - 10-20-21
Council - 11-1-21

PUBLIC HEARING

A public hearing will be held at 7:00 P. M., Monday, November 1, 2021 in City Hall at 704 6th Street, St. Paul, Nebraska 68873 regarding Bootlegger Inc. dba Bootlegger, Class CK – 124534, 1108 2nd Street, St. Paul, Nebraska 68873, (Howard County) is applying for a Class CK Liquor License.



Connie Jo Beck, City Clerk/Deputy Treasurer
City of St. Paul

DATE: October 18, 2021 (Monday)

- **Please publish on October 20, 2021 (Wednesday)**

PUBLIC HEARING

A public hearing will be held at 7:00 p.m., on Monday, November 1, 2021 in City Hall at 704 6th Street, St. Paul, Nebraska 68873 regarding Bootlegger, Inc. dba Bootlegger, Class CK - 124534, 1108 2nd Street, St. Paul, Nebraska 68873, (Howard County) applying for a Class CK Liquor License.

Connie Jo Beck,
City/Clerk/
Deputy Treasurer
City of St. Paul

ZNEZ



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska, 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TSR USER 800-833-7252 (TTY)

Web Address <http://www.lcc.nebraska.gov/>

RECEIPT

From: NLCC -KIM FREDERICK

To: ST PAUL CITY CLERK

Re: BOOTLEGGER INC

DBA: BOOTLEGGER

License #: CK 124534

Please complete this page immediately and fax or email to us acknowledging you have received the application. Signatures are not required.

Om S Beeh
Clerk's Name (Acknowledgement of receipt of the application)

10-14-21
Date Received

Kim Lowe
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

RECEIVED		
SEP 17 2021		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES / <u>NO</u>	New/Replacing # <u>115430</u>	
Class Type <u>CK</u>	124534	Initial <u>KF</u>

Applicant name Bootlegger Inc.
 Trade name Bootlegger
 Previous trade name Bootlegger
 Contact email address bootleggertiff@gmail.com

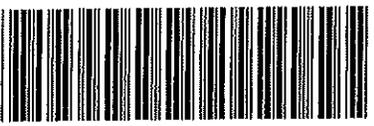
Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

Cum hx

9-15-26

APP - not in file
Form 125 need LLC
LLC not in name of buyer

No cocktails to go

Office use only PAYMENT TYPE <u>PayPort 9/15/21</u> AMOUNT: <u>\$500</u> Received: <u>JJ</u>	 2100012050
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1. Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. If buying the business of a current liquor license holder:
 - Provide a copy of the purchase agreement from the seller (must read applicants name)
 - Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. Enclose a list of any inventory or property owned by other parties that are on the premises. *Included in purchase agreement*
9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Jiffany Jansen
Signature

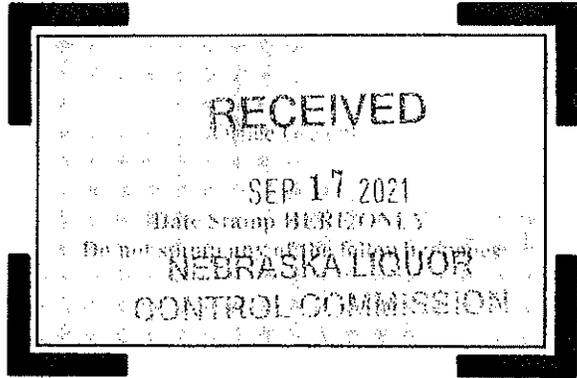
8-20-21
Date

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
website: www.lcc.nebraska.gov

License
Class: K

License
Number:



- Application fee \$100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE

Tiffany Fousek

TRADE NAME

Bootlegger

PREMISES ADDRESS

1108 2nd St

CITY

St Paul

ZIP CODE

68873

CONTACT PERSON

Tiffany Fousek

PHONE NUMBER

308 571 0209

EMAIL

bootleggertiff@gmail.com

Tiffany Fousek
Signature of AUTHORIZED LICENSEE REPRESENTATIVE
(Do not sign until in the presence of the Notary Public)

Tiffany Fousek
Printed Name of AUTHORIZED LICENSEE REPRESENTATIVE

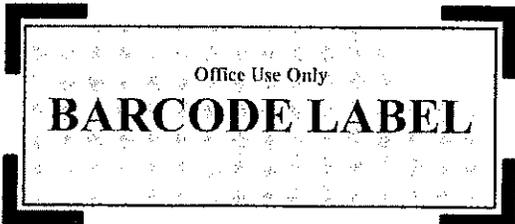
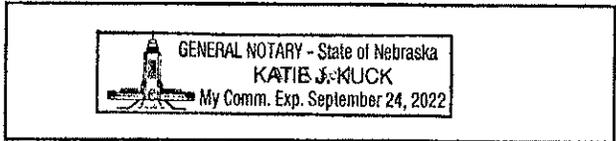
State of Nebraska, County of Hall

The foregoing instrument was acknowledged before me this:

9-14-21
(Date)

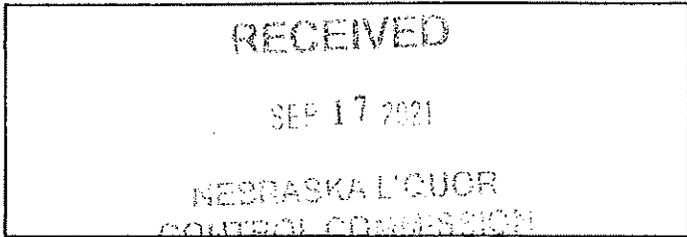
By: Tiffany Fousek
Name of person signing document in front of Notary

Katie J. Kuck
Notary Public Signature



**APPLICATION FOR LIQUOR LICENSE
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

- RETAIL LICENSE(S)** Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) Bootlegger Inc.

✓ Street Address #1 1108 2nd St

Street Address #2 _____

City St Paul County Howard 49 Zip Code 55108-7355

Premises Telephone number 308 754 4191

Business e-mail address bootleggertiff@gmail.com

Is this location inside the city/village corporate limits: YES X NO _____

Mailing address (where you want to receive mail from the Commission) _____

Name Bootlegger Inc.

Street Address #1 1108 2nd St

Street Address #2 _____

City St Paul State NE Zip Code 55108-7355

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

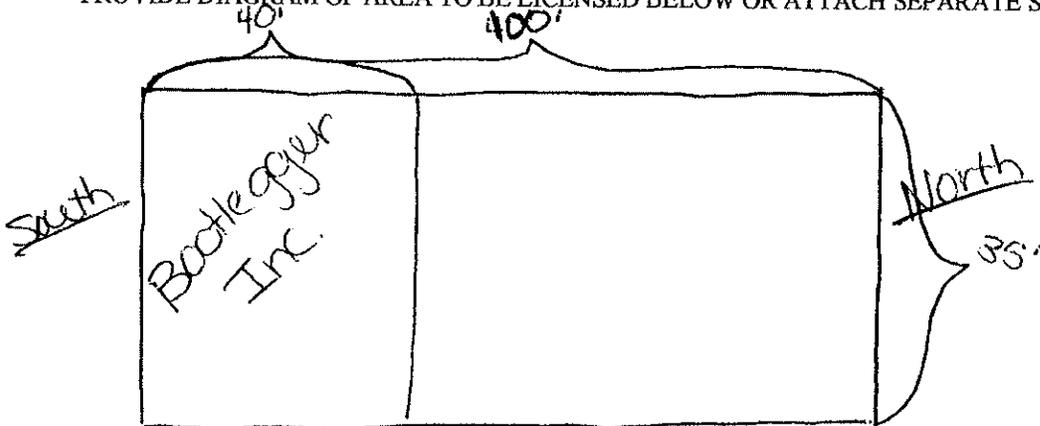
**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 46' x width 35' in feet

Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No X If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



Bootlegger Inc. will occupy the south end of this one-story building. It has no storage or basement. The store will take up 40' of the 100' building.



October 15, 2021

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

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.

The signed contract in-place expires on December 31, 2021; therefore, we have enclosed an Agreement which will extend our services to your community through December 31, 2022. 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,

A handwritten signature in black ink that reads "Jeff R. Palik". The signature is written in a cursive style with a large, prominent "P" and "L".

Jeff R. Palik, PE
Olsson

Attachments



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

January 1, 2022

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

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Consulting Services Agreement - 2022 (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 ("Scope of Services") to Client for the Project:

STREET SUPERINTENDENT SERVICES

- Guidance and consultation for development and updates to the one- and six-year street plans
- Attendance at one public hearing related to the one- and six-year plan
- Review and updates to the street lane mile report
- Guidance and consultation of program compliance to the Nebraska Board of Public Roads Classifications and Standards

GENERAL ENGINEERING CONSULTING SERVICES

Olsson will provide engineering consulting services as requested by the City Council or its authorized representatives. These general consulting services include the following:

- City Council/Planning Commission meeting attendance
- Site visits to collect data for miscellaneous engineering issues
- Professional opinions and recommendations for miscellaneous engineering issues
- Agency correspondence on behalf of the Client

Exclusions

- Surveying – legal, topographic and construction staking
- Geotechnical
- Environmental Reviews and Permitting
- Project Design
- Bidding Services
- Preparation of preliminary engineering reports, studies, assessments, etc.
- Construction Administration and Observation
- Materials Testing

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: January 1, 2022
Anticipated Completion Date: December 31, 2022

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

Lump Sum Phase: Client shall pay to Olsson for the performance of the Scope of Services a lump sum in the amount listed in the Compensation Schedule below. Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Time & Expense, Not to Exceed Phase: Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

- Olsson's Scope of Services will be provided as follows:
 - Street Superintendent Services: \$3,000 Lump Sum
 - 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 Amendment 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

Title Mayor

Dated 11-1-21

Attachments

General Provisions

Billing 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 January 1, 2022 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
2021 Labor Rates

<u>Description</u>	<u>Range</u>
Principal	129.00 - 388.00
Project Manager	120.00 - 233.00
Project Professional	98.00 - 217.00
Assistant Professional	67.00 - 155.00
Designer	90.00 - 188.00
CAD Operator	54.00 - 119.00
Survey	52.00 - 166.00
Construction Services	43.00 - 233.00
Administrative/Clerical	41.00 - 159.00

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 including Special Inspections, Construction Administration/Observation, and Geotechnical; Non-Destructive Testing, and Drilling) and they will provide their Special Services Labor Rate Schedule 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)	\$0.56/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).

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: 10-14-2021

I, Connie Jo Beck Clerk of Saint Paul, Nebraska
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

BOOTLEGGER INC dba BOOTLEGGER
1108 2ND ST, ST PAUL / HOWARD County, 68873
Application for Class CK - 124534
45 days - 11-29-21

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes No

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes No

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

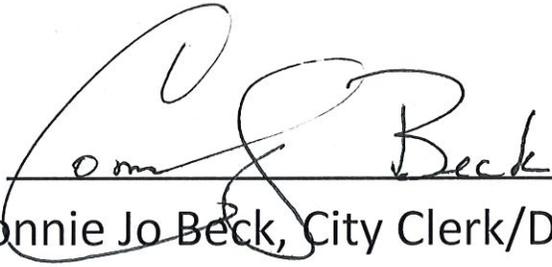
Clerk's name

DATE

Paper - 10-14-21
Publish - 10-20-21
Council - 11-1-21

PUBLIC HEARING

A public hearing will be held at 7:00 P. M., Monday, November 1, 2021 in City Hall at 704 6th Street, St. Paul, Nebraska 68873 regarding Bootlegger Inc. dba Bootlegger, Class CK – 124534, 1108 2nd Street, St. Paul, Nebraska 68873, (Howard County) is applying for a Class CK Liquor License.



Connie Jo Beck, City Clerk/Deputy Treasurer
City of St. Paul

DATE: October 18, 2021 (Monday)

- **Please publish on October 20, 2021 (Wednesday)**

PUBLIC HEARING

A public hearing will be held at 7:00 p.m., on Monday, November 1, 2021 in City Hall at 704 6th Street, St. Paul, Nebraska 68873 regarding Bootlegger, Inc. dba Bootlegger, Class CK - 124534, 1108 2nd Street, St. Paul, Nebraska 68873, (Howard County) applying for a Class CK Liquor License.

Connie Jo Beck,
City/Clerk/
Deputy Treasurer
City of St. Paul

ZNEZ



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska, 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TSR USER 800-833-7252 (TTY)

Web Address <http://www.lcc.nebraska.gov/>

RECEIPT

From: NLCC -KIM FREDERICK

To: ST PAUL CITY CLERK

Re: BOOTLEGGER INC

DBA: BOOTLEGGER

License #: CK 124534

Please complete this page immediately and fax or email to us acknowledging you have received the application. Signatures are not required.

Om S Beeh
Clerk's Name (Acknowledgement of receipt of the application)

10-14-21
Date Received

Kim Lowe
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

RECEIVED		
SEP 17 2021		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES / <u>NO</u>	New/Replacing # <u>115430</u>	
Class Type <u>CK</u>	124534	Initial <u>KF</u>

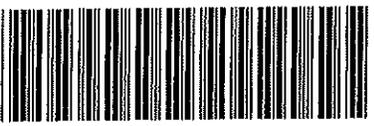
Applicant name Bootlegger Inc.
 Trade name Bootlegger
 Previous trade name Bootlegger
 Contact email address bootleggertiff@gmail.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

Cum hx 9-15-26

*APP - not in file
 Form 125 need LLC
 LLC not in name of buyer*

No cocktails to go

Office use only PAYMENT TYPE <u>PayPort 9/15/21</u> AMOUNT: <u>\$500</u> Received: <u>[Signature]</u>	 2100012050
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1. Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. If buying the business of a current liquor license holder:
 - Provide a copy of the purchase agreement from the seller (must read applicants name)
 - Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. Enclose a list of any inventory or property owned by other parties that are on the premises. *Included in purchase agreement*
9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Jiffany Jansen
Signature

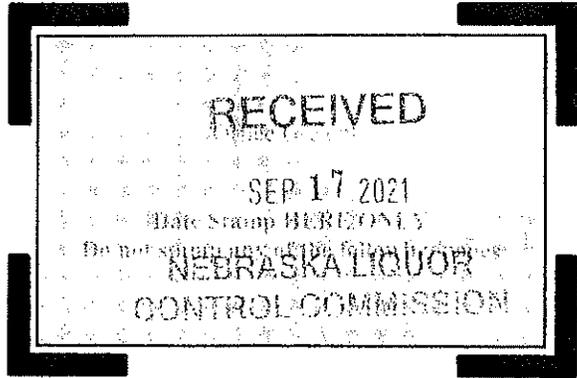
8-20-21
Date

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
website: www.lcc.nebraska.gov

License
Class: K

License
Number:



- Application fee \$100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE

Tiffany Fousek

TRADE NAME

Bootlegger

PREMISES ADDRESS

1108 2nd St

CITY

St Paul

ZIP CODE

68873

CONTACT PERSON

Tiffany Fousek

PHONE NUMBER

308 571 0209

EMAIL

bootleggertiff@gmail.com

Tiffany Fousek
Signature of AUTHORIZED LICENSEE REPRESENTATIVE
(Do not sign until in the presence of the Notary Public)

Tiffany Fousek
Printed Name of AUTHORIZED LICENSEE REPRESENTATIVE

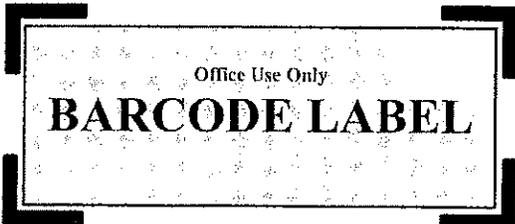
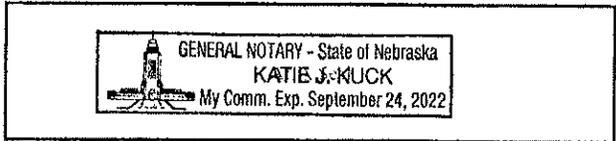
State of Nebraska, County of Hall

The foregoing instrument was acknowledged before me this:

9-14-21
(Date)

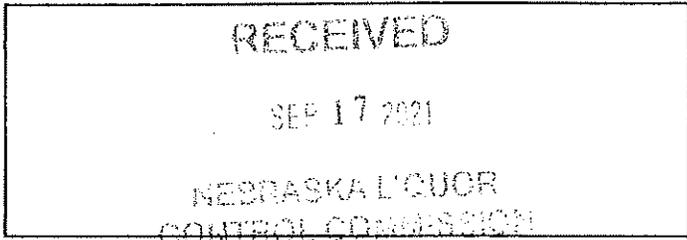
By: Tiffany Fousek
Name of person signing document in front of Notary

Katie J. Kuck
Notary Public Signature



**APPLICATION FOR LIQUOR LICENSE
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

- RETAIL LICENSE(S)** Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) Bootlegger Inc.

✓ Street Address #1 1108 2nd St

Street Address #2 _____

City St Paul County Howard 49 Zip Code 55108-3517

Premises Telephone number 308 754 4191

Business e-mail address bootleggertiff@gmail.com

Is this location inside the city/village corporate limits: YES NO _____

Mailing address (where you want to receive mail from the Commission) _____

Name Bootlegger Inc.

Street Address #1 1108 2nd St

Street Address #2 _____

City St Paul State NE Zip Code 55108-3517

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

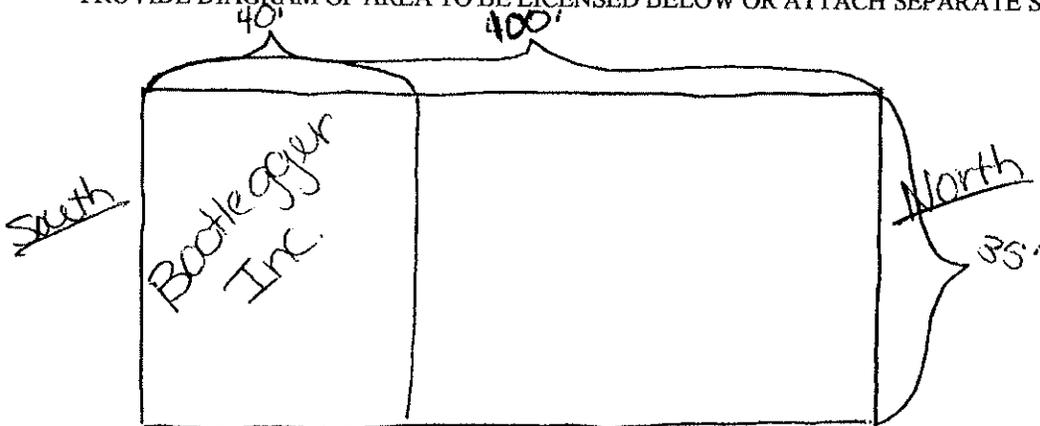
**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 100' x width 35' in feet

Is there a basement? Yes _____ No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



Bootlegger Inc. will occupy the south end of this one-story building. It has no storage or basement. The store will take up 40' of the 100' building.

**City of St. Paul
Special Council Meeting Minutes
Domestic Animals and Fowl**

Monday, October 18, 2021, 6:00 p.m.

A special meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Monday, October 18, 2021 at 6:00 p.m. Present were Mayor Joel M. Bergman and Councilmembers: Katie Kowalski, Jerry Thompson, Chuck Schmid and Mike Feeken. Absent: None. Notice of the meeting was posted in four (4) places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Bergman opened the special meeting at 6:00 p.m., thanking the public for attending and announcing that the City of St. Paul abides by the Open Meetings Act, which is posted on the west wall as required by Nebraska State Law §84-1407 through §84-1414. Mayor Bergman also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Law §84-1410.

A workshop took place for the purpose to discuss potential amendments to the City Municipal Code pertaining to Domestic Animals and Fowl.

City resident, Bobbie McCann, questioned the number of complaints that had been made regarding chickens in the city limits, and whether there is a need to change the current regulations. A discussion was had regarding the chickens on Mr. McCann's residence, and what City Code violations existed.

Arvilla Jacobs provided the City Council with information and guidelines for backyard poultry compiled by the United States Department of Agriculture (USDA) and Minnesota Department of Health pertaining to space requirements for each type of fowl, the amount of waste produced by fowl, and health & safety issues to consider.

Consideration should be given to the following issues for possible changes to the current regulations:

- (1) Remove the requirement that neighbors located within one hundred fifty (150) feet of an enclosure for fowl must sign off allowing the fowl; or in the alternative add an appeal process to the City Council to determine whether it is allowed;
- (2) Set minimum requirements on the size of enclosures;
- (3) Identify the type of material to be used for enclosures;
- (4) Limit the number of fowl on each property;
- (5) Limit the type of fowl allowed on property;
- (5) Allow fowl only on single family residential dwellings [not apartments];
- (6) Follow the USDA guidelines for the space required for each animal;
- (7) Set out requirements to ensure clean, safe and healthy conditions for animals and residents;

(8) Require a license for each enclosure used to house fowl.

It was noted that crowing roosters would be addressed as a noise nuisance similar to barking dogs.

Zoning Administrator Helzer indicated that the Zoning Regulations require a zoning permit for any structure over 25 square feet. Depending on the size requirements of the enclosures, a zoning permit may be required. Mr. Helzer also indicated that according to the Zoning Regulations, livestock fencing material cannot be used in residential areas.

Mayor Bergman expressed appreciation for all the comments made during the open meeting. An ordinance would be drafted for further discussion on this issue.

There was no further business to come before this session of the Council.

Mayor Bergman adjourned the workshop at 6:54 p.m.

DATE: _____

Joel M. Bergman, Mayor

Laura Berthelsen, Deputy City Clerk

City of St. Paul Regular Meeting
704 6th Street
St. Paul, NE 68873

Monday, October 18, 2021

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Monday, October 18, 2021 at 7:00 p.m. Present were Mayor Joel M. Bergman and Council members Katie Kowalski, Jerry Thompson, Chuck Schmid and Mike Feecken. Absent: None. Notice of the meeting was given in advance thereof by publication in the Phonograph Herald, a legal newspaper published in said City and County. Notice of the meeting was also posted in four (4) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Bergman opened the meeting at 7:00 p.m. with the "Pledge of Allegiance" and thanking the public for attending and announcing that the City of St. Paul abides by the Open Meetings Act, which is posted on the west wall as required by Nebraska State Law §84-1407 through §84-1414. Mayor Bergman also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Law §84-1410.

Individuals who have appropriate agenda items for City Council consideration should complete the "Request for Future Agenda Items" form located at the City Office. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given. Also, any City patrons that are requesting "Public Records" or have "Questions or Concerns" in regards to the City, they need to be submitted in writing to the City of St. Paul, so that it can be addressed appropriately. These forms are available online, in a file folder on the back wall of the Council Chambers or at the City Office.

There was an opportunity for individuals wishing to provide input on any of tonight's agenda items. Those individuals were asked to reserve time to speak.

Council member Thompson moved to approve the Junior Class After Prom "Fall Festival Fundraiser" in the City Park on Saturday, October 23, 2021 from 11:00 a.m. to 2:00 p.m., and to waive the requirement for mobile food permits. This will be a free will donation event. There will be kid games, pumpkin decorating, face painting, Big Kat's Meat-N-Stuff food truck and Kettle Corn food truck, along with Boutique 29 Eleven clothing trailer. Barricades will be placed at the intersections of 4th Street and Indian Street; 6th Street and Indian Street; and 5th Street and Howard Avenue. The City restrooms will be available. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feecken voted aye, nays none. Motion carried 4/0.

Council member Thompson moved to require the St. Paul Chamber of Commerce to provide a quarterly report to the City regarding the utilization of funds received from the City, and to

appoint Council member Kowalski as a liaison to the Chamber of Commerce Board. Council member Feeken seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. This will provide more accountability for the funds provided by the City. The St. Paul Chamber of Commerce is open during the week from 9:30 am to 4:30 p.m.

Council member Schmid moved to approve Mike Feeken to the St. Paul Housing Authority Board of Commissioners for another four (4) year term. The new term would be effective as of November 2021 and continue through November 2025. Mr. Feeken has agreed to accept the appointed position. Council member Thompson seconded the motion. Council members Kowalski, Thompson and Schmid voted aye, Council member Feeken abstained. Nays none. Motion carried 3/0.

Council member Schmid moved to approve the Consent Agenda Items: (1) Treasurer's Report for September 2021; (2) October 4, 2021 Council minutes (regular); (3) October 11, 2021 zoning permits; and (4) October 18, 2021 disbursements. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Disbursements October 18, 2021

Clearly (phone)	191.86
COR Managed Svcs (service)	800.00
Aqua-tronics (repair)	516.10
Aurora Coop (fuel)	1204.75
Black Hills Energy (natural gas)	321.93
Bound Tree (supplies)	25.50
Brehm's Drug (supplies)	227.49
BTS Communications (phone)	728.00
Central Community College (education)	2048.00
Central District Health Dept (lab)	102.00
City Lights (utilities)	9138.08
Costello, Matt (meal)	21.15
Custer County Recycling (service)	41.00
NE Dept of Revenue (Form 10 Sales Tax)	12314.35
Entech Pest Mgmt (service)	85.00
Heartland Disposal (service)	5576.69
Homestead Bank (ACH fees)	41.20
Howard County Reg of Deeds (fees)	30.00
Howard Greeley REA (public utilities)	147679.95
Island Sprinkler (supplies)	417.70
Jarecke Motors (repair)	81.24
Jim's Champlin (fuel)	2183.72
Kramer's Wrecker (service)	250.00
LARM (insurance)	137992.66
League of NE Municipalities (education)	1975.00

Mid-Nebraska Disposal (service)	3521.05
Municipal Supply Inc. (supplies)	38.69
One Call Concepts (service)	34.58
Open Caret (service)	200.00
Overland Ready Mixed (concrete)	370.89
Phonograph Herald (publication)	514.72
Piper Sandler (bond)	658.75
Rawlings, Moriah (mileage)	79.52
Resco (supplies)	1123.58
SE Smith & Sons (supplies)	9.16
Schaper & White (service)	393.75
SiteOne Landscape (supplies)	1329.03
Smith Welding (service)	50.75
St. Paul Public School (supplies)	247.50
Sunset Law Enforcement (supplies)	264.93
Swanson, Joe (supplies)	603.50
Tri-County Sand & Gravel (supplies)	110.93
US Postal Service (postage)	460.00
Wesco Distribution (supplies)	115.02

Disbursements Non-General

Sales Tax 25% Infrac: Overland Ready Mix (Water Greenhouse Concrete)	947.19
Sales Tax: SPDC: 21-22 Operating Budget	35000.00
Sales Tax: Brehm Pharmacy (Prop Impr)	1750.00
Sales Tax: Senior Center (Prop Impr)	1270.00
Civic: LARM (insurance)	13730.43
Civic: St Paul Civic Center (start-up funds)	10000.00
Civic: Charter Spectrum (communications)	192.95
Keno: Dept. of Rev. Charitable Gaming (2% Adm Fee July-Sept 2021)	8008.00

Council member Kowalski moved to approve transferring \$150,000 from the City Utility Billing (ACH) Heritage Bank Checking account and placing it in the City Homestead Bank Checking account. The transfer is necessary to facilitate the payment of bonds in the coming months. Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Kowalski moved to table the discussion regarding fowl in City limits and/or the number of pets a residential property can possess. Council member Schmid seconded the motion.

Council member Kowalski moved to pay the police officers any "banked" holiday hours from the effective date of the Non-Union Employee Agreement. The officers were previously "banking"

their holiday hours based on the understanding of previous police administration. Moving forward, holiday hours will be paid in accordance with the Non-Union Employee Agreement. Council member Feeken seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. Police Sergeant Greenwalt will assist the Payroll Clerk in calculating the hours of pay due each officer.

Utility Superintendent Helzer updates: (1) Thank you to Ed Thompson, Jack Paulsen, & Jerry Thompson for coordinating and participating in the City-wide cleanup last weekend; (2) Dwayne with Reynolds Construction should be finished cleaning the ditch this week. The ditches were cleared on both sides of the highway south of town to the river to help with drainage; (3) A number of light bulbs were replaced recently at the library. Mr. Helzer will stop by the library more often to check on any maintenance issues.

Police updates: (1) nuisance letters have been sent out on a number of properties in violation of the City Code. As a result, most of the properties have been brought into compliance. (2) The carpet near the entrance to the Police Department is in bad shape and constitutes a tripping hazard. Chief Howard would like to replace the carpet in that area with tile; (3) New decals will be installed on the Chevy Impala later this week.

Council updates: (1) Council member Schmid said that Reynolds Construction did a good job cleaning the ditches south of town; (2) Council member Kowalski said she heard from residents thanking the City for providing the City-wide cleanup since they did not have access to a pickup and/or were unable physically to haul trash off their property; (3) Council member Thompson questioned whether the ditches need to be surveyed rather than simply dug out to correct the drainage issues.

Mayor Bergman updates:

- (1) A Grand Island resident commented to the Mayor that they were impressed with how the property owners take pride in the appearance of their properties;
- (2) The LB840 Sales Tax Citizens Advisory Committee meeting is scheduled for Thursday, October 28, 2021 at 6:00 p.m.;
- (3) St. Paul Development Corp. (SPDC) LB840 General Ledger from July 2021 to September 30, 2021 (available to view at City Office);
- (4) City Office Staff is preparing for the 2020-2021 Fiscal Year audit;

Mayor Bergman adjourned the City Council meeting at 7:47 p.m.

Date

Joel M. Bergman, Mayor

Laura Berthelsen, Deputy City Clerk

CITY OF ST PAUL

10/27/21 9:31 AM

Page 1

***Check Detail Register©**

Batch: Disb Nov1 2021

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
68007	11/01/21	911 CUSTOM			
E 32-50-531		EQUIPMENT PURCHASE	\$287.00	46442	Pol - armor tactical carrier
		Total	\$287.00		
68008	11/01/21	ACE HARDWARE & GARDEN CENTER			
E 01-20-270		UTILITY R & M	\$11.83	567779/1	Lgts - sharpen chain
		Total	\$11.83		
68009	11/01/21	AMAZON CAPITAL SERVICES			
E 44-20-242		BOOKS	\$134.49	11N3-3GD4-	Lib - books
E 44-20-242		BOOKS	\$9.42	11P4-XDFF-	Lib - books
E 44-20-242		BOOKS	\$17.02	133P-DWRY-	Lib - books
E 44-20-242		BOOKS	\$46.38	139X-D914-3	Lib - books
E 44-20-242		BOOKS	\$14.89	139X-D914-6	Lib - books
E 44-20-242		BOOKS	\$318.11	16DK-4RX4-	Lib - books
E 44-20-242		BOOKS	\$324.75	16FT-HLCC-	Lib - books
E 44-20-242		BOOKS	\$128.91	1941-KC3W-	Lib - books
E 44-20-242		BOOKS	\$621.73	1C9Y-NGHT-	Lib - books
E 44-20-242		BOOKS	\$16.89	1CCW-GC31	Lib - books
E 44-20-242		BOOKS	\$10.17	1CJN-V67W-	Lib - books
E 44-20-242		BOOKS	\$20.67	1F91-7TW9-	Lib - books
E 44-20-242		BOOKS	\$22.05	1FCC-NFXQ-	Lib - books
E 44-20-242		BOOKS	\$36.95	1GH3-HXVC-	Lib - books
E 44-20-242		BOOKS	\$244.17	1GRF-3L6J-P	Lib - books
E 44-20-242		BOOKS	\$45.03	1KNV-PVHY-	Lib - books
E 44-20-242		BOOKS	\$17.78	1LQL-FNW1-	Lib - books
E 44-20-242		BOOKS	\$303.40	1M7G-XCHD-	Lib - books
E 44-20-242		BOOKS	\$553.00	1MPX-1JKM-	Lib - books
E 44-20-242		BOOKS	\$62.01	1QKM-QPLC	Lib - books
E 44-20-242		BOOKS	\$20.74	1QN9-HMRD	Lib - books
E 44-20-242		BOOKS	\$15.70	1T9T-WRPR-	Lib - books
		Total	\$2,984.26		
68010	11/01/21	BOMGAARS SUPPLY INC			
E 03-20-270		UTILITY R & M	\$4.98	43721830	Swr - key
E 02-20-272		TOOLS	\$25.54	43722239	Wtr - brooms
E 02-20-272		TOOLS	(\$7.44)	43722314	Wtr - return broom
E 01-20-271		VEHICLE R & M	\$48.94	43723103	Lgts - spray coating for truck beds, tool box
E 03-20-270		UTILITY R & M	\$1.29	43723198	Swr - pipe plug
E 21-20-270		UTILITY R & M	\$43.97	43723559	Strs - ammo can, protie
E 42-20-270		UTILITY R & M	\$27.94	43724189	Park - toilet bowl cleaner, trigger nozzle, spray bottles
E 34-20-270		UTILITY R & M	\$32.97	43724189	Cem - Y connector
E 01-20-270		UTILITY R & M	\$37.03	43725185	Lgts - batteries, baking soda
E 42-20-270		UTILITY R & M	\$13.99	43725447	Park - latex gloves
E 01-20-270		UTILITY R & M	\$86.78	43725575	Lgts - PVC caps, fiberglass post
E 01-20-270		UTILITY R & M	\$3.50	43725885	Lgts - antifreeze
E 03-20-270		UTILITY R & M	\$33.99	43725900	Swr - nitrile gloves
E 03-20-271		VEHICLE R & M	\$6.79	43726206	Swr - #8 oil filter

CITY OF ST PAUL

10/27/21 9:31 AM

Page 2

***Check Detail Register©**

Batch: Disb Nov1 2021

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 03-20-231		CITY GAS & OIL	\$41.48	43726206	Swr - # 8 oil
E 02-20-270		UTILITY R & M	\$17.55	43726276	Wtr - hand cleaner, shop towels
E 32-20-271		VEHICLE R & M	\$1.48	43726773	Pol - #95 fasteners
E 02-20-270		UTILITY R & M	\$10.95	43727711	Wtr - pipe plug, pipe coupling
E 32-20-271		VEHICLE R & M	\$5.36	43727981	Pol - #95 fasteners
E 32-20-271		VEHICLE R & M	\$0.77	43728022	Pol - #95 bolts, fasteners
E 03-20-268		Uniforms	\$37.34	43728350	Swr - jeans
E 21-20-271		VEHICLE R & M	\$15.82	43729234	Strs - windshield de-icer, antifreeze, letters
E 02-20-270		UTILITY R & M	\$13.49	43729477	Wtr - cutting wheel, nut grinders
E 01-20-272		TOOLS	\$87.29	43729478	Lgts - gloves, pliers
E 01-20-270		UTILITY R & M	\$4.25	43729478	Lgts - bathroom tissue
E 42-20-270		UTILITY R & M	\$23.94	43729790	Park - antifreeze
E 02-20-270		UTILITY R & M	\$6.38	43730027	Wtr - scoop
E 01-20-271		VEHICLE R & M	\$31.94	43730077	Lgts - battery charger for light vehicles
E 01-20-520		BLDG/ R & M	\$10.63	43730258	Lgts - furnace filters
E 03-20-270		UTILITY R & M	\$4.99	43730301	Swr - silicone caulk
E 21-20-270		UTILITY R & M	\$1.79	43730311	Strs - fender washers
		Total	\$675.72		
68011	11/01/21	BOUND TREE			
E 36-20-320		MERCH & SUPPLY	\$201.98	84232359	EMS - restraint straps
E 36-20-320		MERCH & SUPPLY	\$268.73	84237427	EMS - emesis bag, cold pack, oxygen nasal cannula, glucose
		Total	\$470.71		
68012	11/01/21	CARDMEMBER SERVICE			
E 02-20-210		PROF&SCHOOLS	\$60.00		Wtr - Water Operator class for Bill Gregoski
E 01-20-272		TOOLS	\$48.85		Lgts - chainsaw blades
E 10-20-210		PROF&SCHOOLS	\$55.93		Gen - meals during League conference
E 10-20-210		PROF&SCHOOLS	\$25.00		Gen - parking during League conference
E 10-20-210		PROF&SCHOOLS	\$110.00		Gen - hotel room for Joel Bergman during League conference
E 10-20-210		PROF&SCHOOLS	\$220.00		Gen - hotel room for Chuck Schmid during League conference
E 10-20-210		PROF&SCHOOLS	\$220.00		Gen - hotel room for Connie Beck during League conference
E 10-20-210		PROF&SCHOOLS	\$220.00		Gen - hotel room for Mike Feeken during League conference
E 10-20-210		PROF&SCHOOLS	\$110.00		Gen - hotel room for Laura Berthelsen during League conference
E 10-20-210		PROF&SCHOOLS	\$7.85		Gen - meal during League conference
E 36-20-320		MERCH & SUPPLY	\$659.20		EMS - educational activity books for kids
E 32-20-210		PROF&SCHOOLS	\$55.99		Pol - meals during POAN conference
E 32-20-210		PROF&SCHOOLS	\$82.46		Pol - meals during POAN conference
E 32-20-210		PROF&SCHOOLS	\$83.24		Pol - meals during POAN conference
E 01-20-266		DocuSend Fee	\$5.96		Lgts - fee for emailing utility bills
E 03-20-211		ADM. & DUES	\$71.94		Swr - labor law poster for WWTP
E 32-20-272		TOOLS	\$212.85		Pol - nitrile gloves
E 32-20-272		TOOLS	\$10.30		Pol - magnetic tool holder
E 32-20-272		TOOLS	\$18.00		Pol - lithium battery
E 32-20-210		PROF&SCHOOLS	\$16.05		Pol - meals on trip to Omaha

CITY OF ST PAUL

10/27/21 9:31 AM

Page 3

***Check Detail Register©**

Batch: Disb Nov1 2021

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 10-20-210		PROF&SCHOOLS	\$11.25		Gen - parking during League conference
E 32-20-313		POSTAGE	\$51.66		Pol - postage for nuisance letters
E 32-20-272		TOOLS	\$1,399.80	47365	Pol - active shooter kits, flashlight pouches/holders
E 32-20-272		TOOLS	(\$150.00)	47365	Pol - refund for returned flashlight holders
E 32-20-271		VEHICLE R & M	\$329.20	86267030/1	Pol - replace thermostat, add coolant
		Total	\$3,935.53		
68013	11/01/21	CENGAGE LEARNING INC / GALE			
E 44-20-242		BOOKS	\$34.17	74146775	Lib - books
E 44-20-242		BOOKS	\$33.59	74688904	Lib - books
E 44-20-242		BOOKS	\$21.59	75887194	Lib - books
E 44-20-242		BOOKS	\$11.39	75952987	Lib - books
E 44-20-242		BOOKS	\$32.98	76005346	Lib - books
		Total	\$133.72		
68014	11/01/21	CHARTER/SPECTRUM			
E 31-20-220		COMMUNICATION	\$124.98	3710102521	Fire - internet service
E 10-20-220		COMMUNICATION	\$104.98	3710102521	Gen - internet service
		Total	\$229.96		
68015	11/01/21	CITY HEALTH DEDUCTIBLE SAVINGS			
E 42-10-130		INSURANCE	\$363.00		Park - health savings
E 03-10-130		INSURANCE	\$726.00		Swr - health savings
E 01-10-130		INSURANCE	\$1,452.00		Lgts - health savings
E 21-10-130		INSURANCE	\$726.00		Strs - health savings
E 02-10-130		INSURANCE	\$1,089.00		Wtr - health savings
E 10-10-130		INSURANCE	\$726.00		Gen - health savings
E 32-10-130		INSURANCE	\$1,452.00		Pol - health savings
		Total	\$6,534.00		
68016	11/01/21	CITY OF ST PAUL 125 PLAN			
E 32-10-130		INSURANCE	\$20.00		Pol - life insurance
E 01-10-130		INSURANCE	\$40.00		Lgts - life insurance
E 02-10-130		INSURANCE	\$20.00		Wtr - life insurance
E 03-10-130		INSURANCE	\$20.00		Swr - life insurance
E 21-10-130		INSURANCE	\$20.00		Strs - life insurance
E 10-10-130		INSURANCE	\$20.00		Gen - life insurance
E 42-10-130		INSURANCE	\$10.00		Park - life insurance
		Total	\$150.00		
68017	11/01/21	CONSTRUCTION RENTAL GI			
E 02-20-272		TOOLS	\$203.87	415087-3	Wtr - new blade for cutoff saw
		Total	\$203.87		
68018	11/01/21	CORE & MAIN			
E 02-20-270		UTILITY R & M	\$65.04	P771332	Wtr - meter horn parts
		Total	\$65.04		
68019	11/01/21	CRESCENT ELECTRIC SUPPLY CO.			
E 44-20-520		BLDG/ R & M	\$304.56	S509627606.	Lib - light bulbs and ballast

CITY OF ST PAUL

10/27/21 9:31 AM

Page 4

***Check Detail Register©**

Batch: Disb Nov1 2021

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$304.56		
68020	11/01/21	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$23.10	376	Lndfl - recycling trailer
E 04-20-325		Recycle Delivery	\$19.50	379	Lndfl - recycling trailer
Total			\$42.60		
68021	11/01/21	DIGITAL ALLY INC			
E 32-20-272		TOOLS	\$300.00	1118201	Pol - video migration
Total			\$300.00		
68022	11/01/21	GALLS INC			
E 32-20-268		Uniforms	\$1,006.08	19494329	Pol - coats, badge ribbon, tie bars, ties
Total			\$1,006.08		
68023	11/01/21	GOETTSCHE, ROGER			
E 34-50-550		IMPROVEMENTS	\$695.10		Cem - install drip system at Cemetery
Total			\$695.10		
68024	11/01/21	HARMAN, KARI			
E 41-20-210		PROF&SCHOOLS	\$981.00		Pool - lifeguard & CPR re-certifications
Total			\$981.00		
68025	11/01/21	HAWKINS INC			
E 02-20-274		CHEMICALS	\$2,191.41	6044881	Wtr - chlorine and potassium permanganate
Total			\$2,191.41		
68026	11/01/21	HEARTLAND DISPOSAL INC			
E 42-20-521		GROUND'S / R & M	\$20.71	112092	Park - ballfield #3 sanitation hauling
E 42-20-521		GROUND'S / R & M	\$141.37	112092	Park - ballfield #1 sanitation hauling
E 42-20-521		GROUND'S / R & M	\$80.88	112092	Park - ballfield #2 sanitation hauling
Total			\$242.96		
68027	11/01/21	HEARTLAND PRECISION RIFLE			
E 32-20-210		PROF&SCHOOLS	\$550.00	1257	Pol - Rural Carbine & Threat Engagement class for Matt Costello
Total			\$550.00		
68028	11/01/21	HESSELGESSER ELECTRIC MOTORS			
E 03-20-270		UTILITY R & M	\$4,733.94	39790	Swr - Air-O-Lator repair
Total			\$4,733.94		
68029	11/01/21	HOWARD COUNTY TREASURER (CCCC)			
E 32-20-214		DISPATCHER	\$3,122.42		Pol - dispatcher pay
Total			\$3,122.42		
68030	11/01/21	HTM SALES INC			
E 03-20-270		UTILITY R & M	\$126.45	21-39961-1	Swr - float switches for Lift Station 2
Total			\$126.45		
68031	11/01/21	JARECKE MOTORS INC			
E 31-20-271		VEHICLE R & M	\$548.09	13391	Fire - #56 replace pitman arm and idler arm assemblies; grease front end

CITY OF ST PAUL

10/27/21 9:31 AM

Page 5

***Check Detail Register©**

Batch: Disb Nov1 2021

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$548.09		
68032	11/01/21	KOZIOL UPHOLSTERING			
E 42-20-270		UTILITY R & M	\$100.00	10059	Park - shade cover repair at North ballfield
Total			\$100.00		
68033	11/01/21	LA QUINTA BY WYNDHAM KEARNEY			
E 32-20-210		PROF&SCHOOLS	\$1,259.40		Pol - hotel rooms during POAN conference for PD staff
Total			\$1,259.40		
68034	11/01/21	LOUP VALLEY SUPPLY, INC.			
E 42-20-270		UTILITY R & M	\$1.80	66348	Park - clamp, crimp sleeves to repair tennis net
Total			\$1.80		
68035	11/01/21	MADISON NATIONAL LIFE			
E 21-10-130		INSURANCE	\$21.48	1466257	Strs - life insurance
E 02-10-130		INSURANCE	\$32.22	1466257	Wtr - life insurance
E 10-10-130		INSURANCE	\$21.48	1466257	Gen - life insurance
E 32-10-130		INSURANCE	\$42.96	1466257	Pol - life insurance
E 42-10-130		INSURANCE	\$10.74	1466457	Park - life insurance
E 03-10-130		INSURANCE	\$21.48	1466457	Swr - life insurance
E 01-10-130		INSURANCE	\$42.96	1466457	Lgts - life insurance
Total			\$193.32		
68036	11/01/21	MENARDS, INC			
E 01-20-520		BLDG/ R & M	\$108.94	28387	Lgts - new exterior light for east shed
Total			\$108.94		
68037	11/01/21	NE DEPART OF AGRICULTURE			
E 10-20-211		ADM. & DUES	\$104.92		Gen - pet tag license fee
Total			\$104.92		
68038	11/01/21	OLSSON			
E 03-20-213		ENGINEER FEES	\$3,624.15	401591	Swr - final design, NDEE comments, and bid phase services for WWTF improvements
E 21-20-213		ENGINEER FEES	\$2,000.00	402016	Strs - develop & submit Lane Mile report and Budget Expenditure reports to NDoT
Total			\$5,624.15		
68039	11/01/21	OVERLAND READY MIXED			
E 21-20-280		Concrete - Streets	\$1,665.00	TX99422	Strs - street repair at Grant & Elm Streets
E 21-20-280		Concrete - Streets	\$426.25	TX99465	Strs - street repair at Grant & M Streets
E 21-20-280		Concrete - Streets	\$646.25	TX99705	Strs - storm sewer repair at Jackson & Baxter Streets
Total			\$2,737.50		
68040	11/01/21	PARTS BIN, INC.			
E 01-20-271		VEHICLE R & M	\$110.52	926177	Lgts - #23 battery and wing nuts
E 32-20-271		VEHICLE R & M	\$25.99	927144	Pol - outlet box
E 21-20-271		VEHICLE R & M	\$26.45	927401	Strs - #48 exhaust hanger
E 21-20-271		VEHICLE R & M	\$243.53	927401	Strs - #6 thermostat controller

CITY OF ST PAUL

10/27/21 9:31 AM

Page 6

***Check Detail Register©**

Batch: Disb Nov1 2021

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 32-20-271		VEHICLE R & M	\$6.99	928522	Pol - battery
		Total	\$413.48		
68041	11/01/21	REGIONAL CARE, INC			
E 42-10-130		INSURANCE	\$5.50	48959	Park - health reimbursement
E 03-10-130		INSURANCE	\$11.00	48959	Swr - health reimbursement
E 01-10-130		INSURANCE	\$22.00	48959	Lgts - health reimbursement
E 21-10-130		INSURANCE	\$11.00	48959	Strs - health reimbursement
E 02-10-130		INSURANCE	\$16.50	48959	Wtr - health reimbursement
E 10-10-130		INSURANCE	\$11.00	48959	Gen - health reimbursement
E 32-10-130		INSURANCE	\$22.00	48959	Pol - health reimbursement
		Total	\$99.00		
68042	11/01/21	S E SMITH AND SONS			
E 34-50-550		IMPROVEMENTS	\$531.00	650456	Cem - white plastic chain
E 21-20-270		UTILITY R & M	\$20.37	650582	Strs - promix mortar for storm sewer inlet repair at Jackson & Baxter Streets
		Total	\$551.37		
68043	11/01/21	SITONE LANDSCAPE SUPPLY			
E 42-20-272		TOOLS	\$7.97	113740915-0	Park - brass hose adapter
		Total	\$7.97		
68044	11/01/21	STATE OF NEBRASKA CENTRAL SERV			
E 42-20-220		COMMUNICATION	\$17.93	1290222	Park - telephone service
E 41-20-220		COMMUNICATION	\$17.93	1290222	Pool - telephone service
E 02-20-220		COMMUNICATION	\$105.94	1290222	Wtr - DSL phone service
E 02-20-220		COMMUNICATION	\$17.93	1290222	Wtr - telephone service at WWTP
		Total	\$159.73		
68045	11/01/21	TO HAAS TIRE CO INC			
E 21-20-271		VEHICLE R & M	\$56.15	33-48617	Strs - #48 tire repair
E 36-20-271		VEHICLE R & M	\$766.62	33-48762	EMS - #99-1 new tires
		Total	\$822.77		
68046	11/01/21	UNITED HEALTHCARE			
E 02-10-130		INSURANCE	\$4,884.08	30194109657	Wtr - health insurance
E 10-10-130		INSURANCE	\$5,478.08	30194109657	Gen - health insurance
E 01-10-130		INSURANCE	\$5,959.47	30194109657	Lgts - health insurance
E 42-10-130		INSURANCE	\$2,215.80	30194109657	Park - health insurance
E 32-10-130		INSURANCE	\$2,648.26	30194109657	Pol - health insurance
E 21-10-130		INSURANCE	\$2,489.00	30194109657	Strs - health insurance
E 03-10-130		INSURANCE	\$1,554.15	30194109657	Swr - health insurance
		Total	\$25,228.84		
68047	11/01/21	VAN DIEST SUPPLY CO, INC			
E 03-20-270		UTILITY R & M	\$217.00	185815	Swr - copper sulfate crystal granules
		Total	\$217.00		
68048	11/01/21	VERIZON WIRELESS LLC			
E 36-20-220		COMMUNICATION	\$46.02	9891055010	EMS - cell phone

CITY OF ST PAUL

10/27/21 9:31 AM

Page 7

***Check Detail Register©**

Batch: Disb Nov1 2021

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 32-20-220		COMMUNICATION	\$138.06	9891055010	Pol - cell phones
		Total	\$184.08		
68049	11/01/21	WESCO DISTRIBUTION, INC.			
E 01-50-550		IMPROVEMENTS	\$244.95	797975	Lgts - secondary meter ped for Starkey duplex
E 01-20-270		UTILITY R & M	\$489.90	799686	Lgts - Secondary meter peds
		Total	\$734.85		
		11100 CHECKING	\$69,075.37		

Fund Summary

11100 CHECKING	
01 LIGHTS	\$8,847.74
02 WATER	\$8,752.46
03 SEWER	\$11,236.97
04 LANDFILL	\$42.60
10 GENERAL	\$7,446.49
21 STREETS	\$8,413.06
31 FIREMEN	\$673.07
32 POLICE	\$12,998.32
34 CEMETERY	\$1,259.07
36 AMBULANCE	\$1,942.55
41 POOL	\$998.93
42 PARK	\$3,041.57
44 LIBRARY	\$3,422.54
	\$69,075.37

November 1, 2021 Disbursements

Gross Payroll - October 2021	130503.65
City of St. Paul Transfer from	150000.00
Heritage Bank to Homestead Bank (see October 18, 2021 minutes)	
BOK Financial (bond)	65522.50
911 Custom (supplies)	287.00
Ace Hardware (repair)	11.83
Amazon Capital Services (books)	2984.26
Bomgaars (supplies)	675.72
Bound Tree (supplies)	470.71
Cardmember Services (postage, supplies, fuel)	3935.53
Cengage Learning (books)	133.72
Charter Spectrum (service)	229.96
City Health Deductible Savings (insurance)	6534.00
City of St. Paul 125 Plan (insurance)	150.00
Construction Rental (supplies)	203.87
Core & Main (supplies)	65.04
Crescent Electric Supply (supplies)	304.56
Custer County Recycling (service)	42.60
Digital Ally (service)	300.00
Galls (uniforms)	1006.08
Goettsche, Roger (service)	695.10
Harmon, Kari (training)	981.00
Hawkins (chemicals)	2191.41
Heartland Disposal (service)	242.96
Heartland Precision Rifle (education)	550.00
Hesselgesser Electric (repair)	4733.94
Howard Co. Treasurer (dispatch fee)	3122.42
HTM Sales (supplies)	126.45
Jarecke Motors (repair)	548.09
Koziol Uphostering (repair)	100.00
La Quinta by Wyndham (hotel)	1259.40
Loup Valley Supply (supplies)	1.80
Madison Nat'l Life (insurance)	193.32
Menards (supplies)	108.94
NE Dept of Agriculture (fees)	104.92
Olsson (service)	5624.15
Overland Ready Mixed (concrete)	2737.50
Parts Bin (supplies)	413.48
Regional Care (insurance)	99.00
SE Smith & Sons (supplies)	551.37
SiteOne Landscape (supplies)	7.97
State of NE Central Svcs (telephone)	159.73
TO Haas (repair)	822.77
United Healthcare (insurance)	25228.84
Van Diest Supply (supplies)	217.00

Verizon Wireless (phones)	184.08
Wesco (supplies)	734.85

November 1, 2021 Non-General

Sales Tax: Street Mtr Veh Tax (tax)	2434.70
Sales Tax: 25% Infrast (25% to Infrast. Account)	7710.32
Civic Center: Recreation Program to City General Recreation Fund (Property Tax)	206.40
Keno: Loup Central Landfill (city/lagoon cleanup)	158.35

St. Paul Planning Commission
October 25, 2021
Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 25th day of October, 2021 in the Council Chambers at the City office, 704 6th Street, St. Paul, Nebraska.

Chairman Jerry Woodgate called the meeting to order at 5:00 p.m. with a statement regarding the Open Meetings Act; which is posted on the west wall of the City Council chambers. The notice of the meeting was published in the Phonograph Herald, a newspaper in Howard County, Nebraska. The agenda was sent to the Commission members prior to the meeting, and was posted in four (4) public places. Commission members present: Chairman Jerry Woodgate, Connie Becker, Arvilla Jacobs, and Tony Walch. Commission member absent: Tyler Solko. Also present Zoning Administrator Matt Helzer, Laura Berthelsen (minutes).

Commission member Becker moved to approve the October 11, 2021 meeting minutes. Commission member Walch seconded the motion. Commission members Becker, Jacobs, Walch, and Woodgate voted aye, nays none. Motion carried 4/0.

Zoning Administrator Helzer presented the following zoning permit applications:

- (a) 2021-43 A. Manuel Montanez – extension of existing shed at 85 Jackson Street
- (b) 2021-44 Michael Ritter – extension of existing garage at 215 Nelson Circle

Commission member Walch moved to approve Zoning Permit applications 2021-43 and 2021-44. Commission member Jacobs seconded the motion. Commission members Becker, Jacobs, Walch, and Woodgate voted aye. Nays none. Motion carried 4/0.

The next St. Paul Planning Commission meeting is set for Monday, November 29, 2021 at 5:00 p.m.

Chairman Woodgate adjourned the meeting at 5:14 p.m.

Sincerely,

Matthew T. Helzer
Zoning Administrator

Jerry Woodgate
Chairman

Laura Berthelsen
Planning Secretary

Zoning Classification ABR

Value \$ 1900⁰⁰

PERMIT NUMBER 2021-43
FEE \$25.00 CASH CHECK# _____

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner A. Manuel Montano Contractor Self

Address 85 Jackson St Address _____

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

Phone Number 308 227 6425 Cell Phone _____

Complete Legal Description of the Property Lots 1,2,3,4,5,6 in W 1/2 NE 1/4 9-14-10 (6 Acres)

Address of Construction Site 85 Jackson St Paul
(If none, one must be registered with the City of St. Paul) In the Flood Plain? NO
LOMA # 20-07-0448A

Proposed Structure 12' x 13' 16' x 20' animal shelter Dimension of Structure 16' x 20', 12' x 13'

Distance from Front property line 330' (East) Rear property line 30 ft (West)

Distance from Side property line 375' (South) Second Side property line 20' (North)

Is there a utility easement on either the back or side property? NO

Approximately when will construction Start 10-20-21 Finish 10-20-22

Contact Utility Superintendent at (308) 754-4483 regarding Inspection. Matt Helzer Date of visit 10-19-21
(Matt Helzer's signature)

Recommendations needed before approval: _____

For Office Use Only:

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

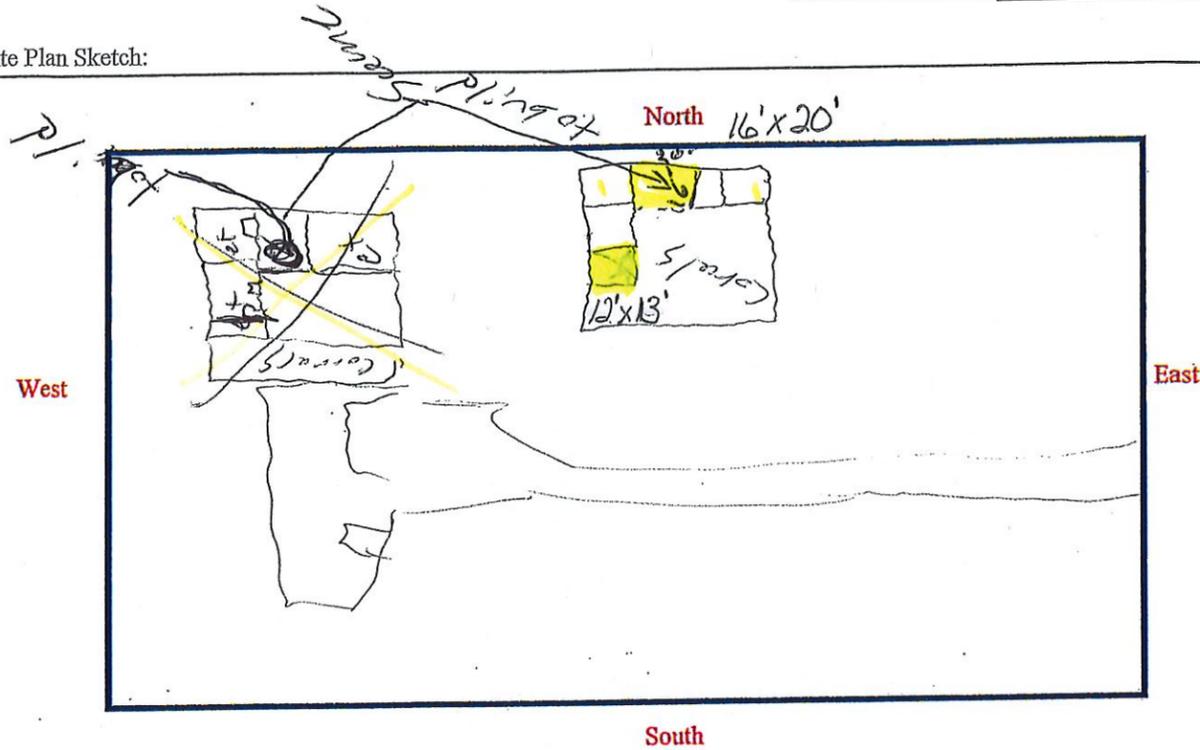
Does the proposed use meet all the required setback distances? YES NO

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

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

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

Site Plan Sketch:



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

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

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

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

Signature of Applicant [Signature] Date _____

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

Reasons for Denial: _____



Federal Emergency Management Agency

Washington, D.C. 20472

2021-43

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	CITY OF ST. PAUL, HOWARD COUNTY, NEBRASKA	A portion of Lots 2 through 6, Section 9, Township 14 North, Range 10 West, 6th Principal Meridian, as described in the Warranty Deed, recorded in Book 94, Pages 1197 and 1198, in the Office of the Register of Deeds, Howard County, Nebraska The portion of property is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 310119	
AFFECTED MAP PANEL	NUMBER: 31093C0255D DATE: 7/7/2014	
FLOODING SOURCE: MIDDLE LOUP RIVER		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 41.204613, -98.466353 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

DETERMINATION

LOT	BLOCK/SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
--	--	--	85 Jackson Street	Portion of Property	X (unshaded)	--	--	1812.2 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION	ZONE A
PORTIONS REMAIN IN THE SFHA	SUPERSEDES PREVIOUS DETERMINATION
EXTRATERRITORIAL JURISDICTION	STATE LOCAL CONSIDERATIONS

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

2021-43

**LETTER OF MAP AMENDMENT
DETERMINATION DOCUMENT (REMOVAL)**

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

BEGINNING at the Southeast Corner of Lot 4; thence South 89°48'09" West a distance of 400.55 feet; thence North 00°14'50" East a distance of 435.55 feet; thence North 89°50'01" East a distance of 199.94 feet; thence North 00°17'33" East a distance of 120.66 feet; thence South 50°17'25" East a distance of 125.08 feet; thence South 34°41'18" East a distance of 181.33 feet; thence South 00°13'46" West a distance of 326.39 feet to the POINT OF BEGINNING

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

EXTRATERRITORIAL JURISDICTION (This Additional Consideration applies to the preceding 1 Property.)

The subject of the determination/comment is shown on the National Flood Insurance Program map as being located in an Extraterritorial Jurisdiction area for the community indicated on the Determination/Comment Document.

ZONE A (This Additional Consideration applies to the preceding 1 Property.)

The National Flood Insurance Program map affecting this property depicts a Special Flood Hazard Area that was determined using the best flood hazard data available to FEMA, but without performing a detailed engineering analysis. The flood elevation used to make this determination is based on approximate methods and has not been formalized through the standard process for establishing base flood elevations published in the Flood Insurance Study. This flood elevation is subject to change.

SUPERSEDES OUR PREVIOUS DETERMINATION (This Additional Consideration applies to all properties in the LOMA DETERMINATION DOCUMENT (REMOVAL))

This Determination Document supersedes our previous determination dated 11/20/2014, for the subject property.

STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the LOMA DETERMINATION DOCUMENT (REMOVAL))

Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

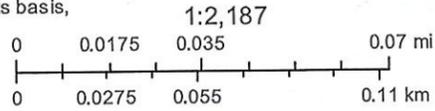
Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division



October 21, 2021

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

□ Parcels

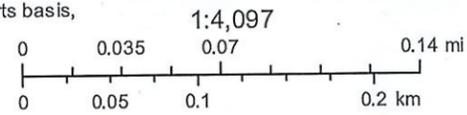




October 19, 2021
14:58 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

-  Parcels
-  Sections



2021-43



Zoning Classification R-1

Value \$ 30,000.00

PERMIT NUMBER 2021-44
FEE \$25.00 CASH CHECK# X 1426
pd 10/20/21

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner Michael Ritter Contractor Not hired yet

Address 215 Nelson Circle Address _____

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

Phone Number 308-379-3421 Cell Phone _____

Complete Legal Description of the Property N 15' Lot 31, Lot 32 and S 1/2 Lot 33, Kelly's 1st Add.

Address of Construction Site 215 Nelson Circle Lot 39 and S 1/2 Lot 38
(If none, one must be registered with the City of St. Paul) In the Flood Plain? NO

Proposed Structure Add on to Garage Dimension of Structure 36 x 60

Distance from ^{West} Front property line 22' ^{East} Rear property line 36'

Distance from ^{North} Side property line 6' ^{South} Second Side property line 60'

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

Approximately when will construction Start within 1 year Finish _____

Contact Utility Superintendent at (308) 754-4483 regarding Inspection. Matt Helzer Date of visit 10-21-21
(Matt Helzer's signature)

Recommendations needed before approval: _____

For Office Use Only:

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

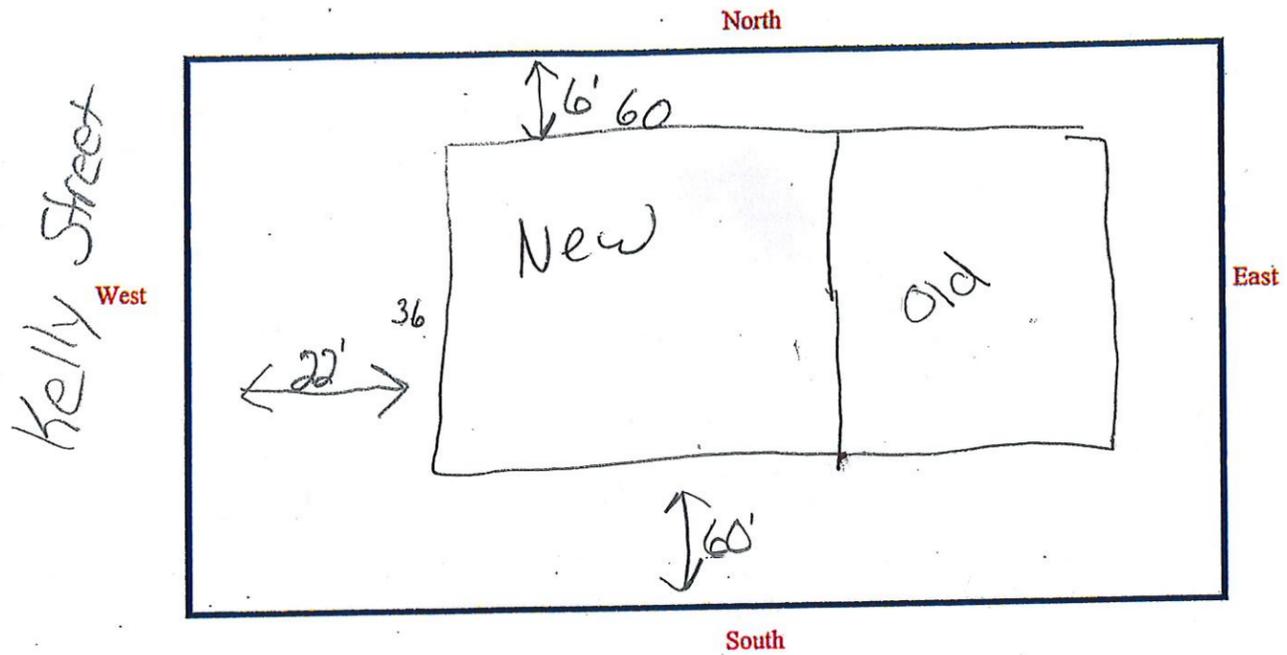
Does the proposed use meet all the required setback distances? YES NO

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

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

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

Site Plan Sketch:



Street Name: North boundary Custer South boundary Adam
 Street Name: West boundary Kelly East boundary Nelson Circle

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

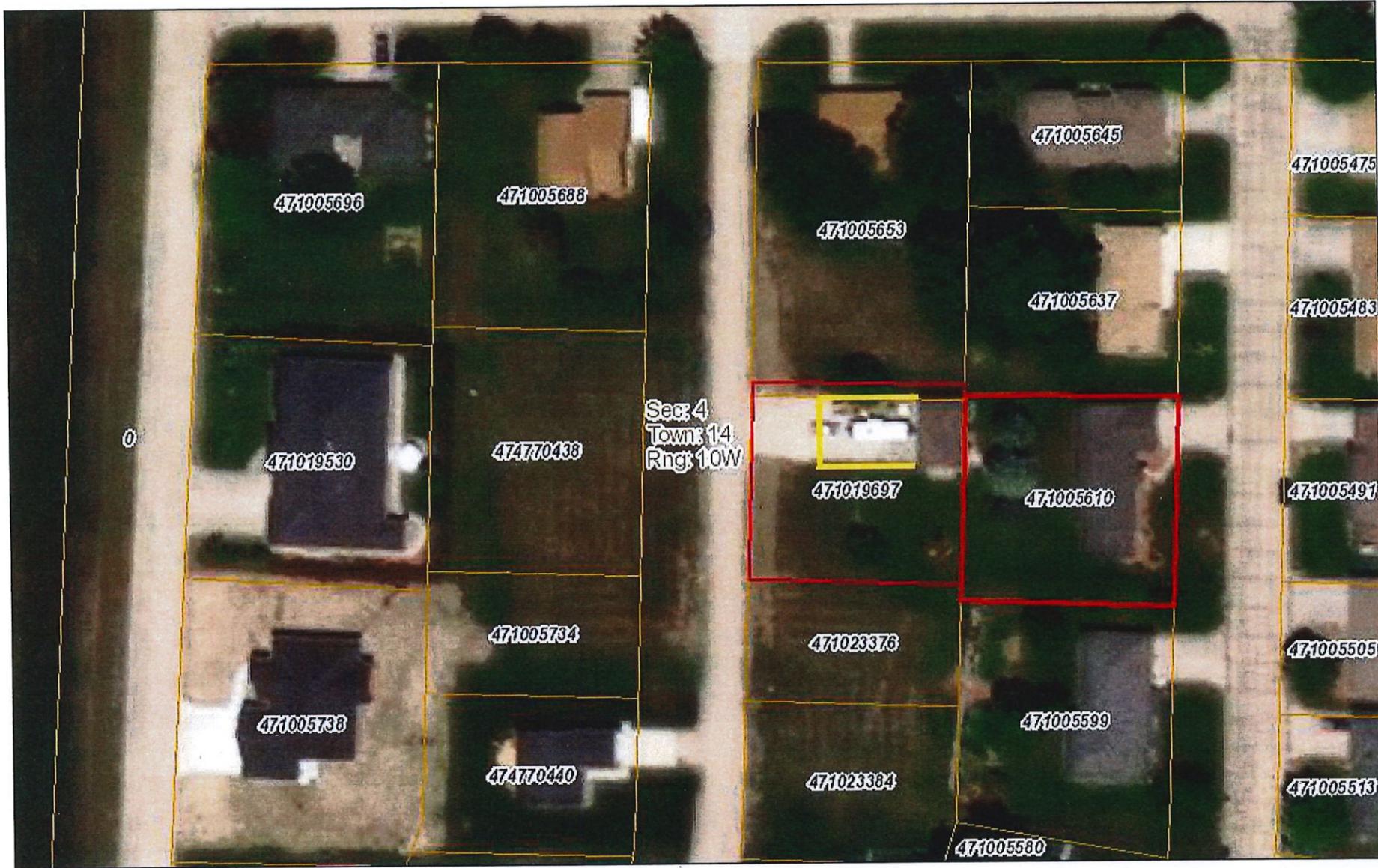
The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my part, such as might, if known, cause a refusal of this application, or any alteration or change in plans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

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

Signature of Applicant [Signature] Date 10-20-2021

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

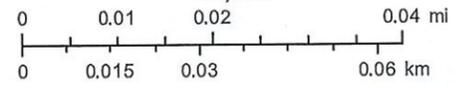
Reasons for Denial: _____



October 21, 2021

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1:1,220



1	SALES TAX #18 9-7-2021	19-20 Actual	20-21 Budget	20-21 Estimate	21-22 Budget
2	REVENUE	A	B	C	D
3	LB840 Princ:Payoff U-betcha \$28,129	\$ 116,002.00	\$ 60,000.00	\$ 148,165.00	\$ 18,829.00
4	& L & M Adv \$88,830				
5	LB840 Interest	\$ 13,600.00	\$ 10,100.00	\$ 6,125.00	\$ 4,475.00
6	25% Sales Tax - Infrastructure	\$ 80,669.00	\$ 75,000.00	\$ 80,000.00	\$ 80,000.00
7	Recording Fee	\$ 10.00	\$ -	\$ 10.00	\$ -
8	Int: #300277; #504420 + 2 ICS;	\$ 2,330.00	\$ 2,000.00	\$ 2,750.00	\$ 1,000.00
9	Infrast #102342; CD#3327564		\$ -		
10	LB840 Fines	\$ 320.00	\$ -	\$ 60.00	\$ -
11	Reimb: Scedd: Ho. Co. & Elba	\$ 775.00	\$ 775.00	\$ 775.00	\$ 775.00
12	Sales Tax Proceeds	\$ 242,006.00	\$ 225,000.00	\$ 245,000.00	\$ 245,000.00
13	TOTAL REVENUES	\$ 455,712.00	\$ 372,875.00	\$ 482,885.00	\$ 350,079.00
14	OPERATING EXPENSE				
15	Legal: DTR	\$ 335.00	\$ 500.00	\$ 613.00	\$ 500.00
16	Marketing	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
17	Check Order 300277	\$ 26.00	\$ 30.00	\$ -	\$ 30.00
18	Accounting - Dana Cole	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00
19	Reimb: Elstermeir Civ Land Agree.	\$ -	\$ -	\$ 16,726.00	\$ 16,726.00
20	CAPITAL OUTLAY				
21	Improve: Prop Impr; GWorks;	\$ 379,506.00	\$ 543,619.00	\$ 41,618.00	\$ 893,644.00
22	Scedd \$5000; Johns Serv 25% Infr				
23	DEBT SERVICE				
24	Trfr Out: Civic Loan to SPDC \$64100;	\$ -	\$ 155,000.00	\$ 167,209.00	\$ 69,100.00
25	Paint \$5000				
26	Transfer Out: 25% Infrastructure		\$ 45,000.00	\$ 40,735.00	\$ -
27	Street Concrete Grind				
28	Economic Development	\$ 117,000.00	\$ 120,000.00	\$ 120,000.00	\$ 140,000.00
29	TOTAL EXPENDITURES	\$ 507,717.00	\$ 874,999.00	\$ 397,751.00	\$ 1,130,850.00
30	NET ANNUAL CASH FLOW	\$ (52,005.00)	\$ (502,124.00)	\$ 85,134.00	\$ (780,771.00)
***	Checking #300277 = \$21,605		Maintain a balance of \$5,000		
	M. Mkt #504420 = \$197,207		Maintain a balance of \$1,000		
	25% Infrast Chk #102-342 = \$82,983				
	Sales Tax ICS = \$50,222				
	25% Infrast ICS = \$64,530				
	Time CD's = \$81,201				
***	Middle Loup Subd Estimate \$1,662,600				
***	LB840 Loans Open	Outstanding	Pymt Amount		
	L & M Adventures - Barth 2.00%	\$ -		Paid in Full \$88,830	
	Herv's Transmission 2.85%	\$ 103,181.00		Reorganization 10-2020	
	Northup Siding 2.70%	\$ 3,099.00	\$ 116.00		
	Bed Head Coffee 2.75%	\$ 83,977.00	\$ 650.00		
	County Cage - Kucera 2.75%	\$ 56,255.00	\$ 575.00		
	Creative Hands 2.75%	\$ 26,168.00	\$ 350.00		
	U Betcha Auto 2.00%	\$ -		Paid in Full \$28,129	

Chamber
Minutes
Pg 1+2

City of St. Paul Regular Meeting
704 6th Street
St. Paul, NE 68873

Monday, October 18, 2021

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Monday, October 18, 2021 at 7:00 p.m. Present were Mayor Joel M. Bergman and Council members Katie Kowalski, Jerry Thompson, Chuck Schmid and Mike Feeken. Absent: None. Notice of the meeting was given in advance thereof by publication in the Phonograph Herald, a legal newspaper published in said City and County. Notice of the meeting was also posted in four (4) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Bergman opened the meeting at 7:00 p.m. with the "Pledge of Allegiance" and thanking the public for attending and announcing that the City of St. Paul abides by the Open Meetings Act, which is posted on the west wall as required by Nebraska State Law §84-1407 through §84-1414. Mayor Bergman also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Law §84-1410.

Individuals who have appropriate agenda items for City Council consideration should complete the "Request for Future Agenda Items" form located at the City Office. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given. Also, any City patrons that are requesting "Public Records" or have "Questions or Concerns" in regards to the City, they need to be submitted in writing to the City of St. Paul, so that it can be addressed appropriately. These forms are available online, in a file folder on the back wall of the Council Chambers or at the City Office.

There was an opportunity for individuals wishing to provide input on any of tonight's agenda items. Those individuals were asked to reserve time to speak.

Council member Thompson moved to approve the Junior Class After Prom "Fall Festival Fundraiser" in the City Park on Saturday, October 23, 2021 from 11:00 a.m. to 2:00 p.m., and to waive the requirement for mobile food permits. This will be a free will donation event. There will be kid games, pumpkin decorating, face painting, Big Kat's Meat-N-Stuff food truck and Kettle Corn food truck, along with Boutique 29 Eleven clothing trailer. Barricades will be placed at the intersections of 4th Street and Indian Street; 6th Street and Indian Street; and 5th Street and Howard Avenue. The City restrooms will be available. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.



Council member Thompson moved to require the St. Paul Chamber of Commerce to provide a quarterly report to the City regarding the utilization of funds received from the City, and to



appoint Council member Kowalski as a liaison to the Chamber of Commerce Board. Council member Feeken seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. This will provide more accountability for the funds provided by the City. The St. Paul Chamber of Commerce is open during the week from 9:30 am to 4:30 p.m.

Council member Schmid moved to approve Mike Feeken to the St. Paul Housing Authority Board of Commissioners for another four (4) year term. The new term would be effective as of November 2021 and continue through November 2025. Mr. Feeken has agreed to accept the appointed position. Council member Thompson seconded the motion. Council members Kowalski, Thompson and Schmid voted aye, Council member Feeken abstained. Nays none. Motion carried 3/0.

Council member Schmid moved to approve the Consent Agenda Items:
(1) Treasurer's Report for September 2021; (2) October 4, 2021 Council minutes (regular); (3) October 11, 2021 zoning permits; and (4) October 18, 2021 disbursements. Council member Kowalski seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Disbursements October 18, 2021

Clearly (phone)	191.86
COR Managed Svcs (service)	800.00
Aqua-tronics (repair)	516.10
Aurora Coop (fuel)	1204.75
Black Hills Energy (natural gas)	321.93
Bound Tree (supplies)	25.50
Brehm's Drug (supplies)	227.49
BTS Communications (phone)	728.00
Central Community College (education)	2048.00
Central District Health Dept (lab)	102.00
City Lights (utilities)	9138.08
Costello, Matt (meal)	21.15
Custer County Recycling (service)	41.00
NE Dept of Revenue (Form 10 Sales Tax)	12314.35
Entech Pest Mgmt (service)	85.00
Heartland Disposal (service)	5576.69
Homestead Bank (ACH fees)	41.20
Howard County Reg of Deeds (fees)	30.00
Howard Greeley REA (public utilities)	147679.95
Island Sprinkler (supplies)	417.70
Jarecke Motors (repair)	81.24
Jim's Champlin (fuel)	2183.72
Kramer's Wrecker (service)	250.00
LARM (insurance)	137992.66
League of NE Municipalities (education)	1975.00

Mid-Nebraska Disposal (service)	3521.05
Municipal Supply Inc. (supplies)	38.69
One Call Concepts (service)	34.58
Open Caret (service)	200.00
Overland Ready Mixed (concrete)	370.89
Phonograph Herald (publication)	514.72
Piper Sandler (bond)	658.75
Rawlings, Moriah (mileage)	79.52
Resco (supplies)	1123.58
SE Smith & Sons (supplies)	9.16
Schaper & White (service)	393.75
SiteOne Landscape (supplies)	1329.03
Smith Welding (service)	50.75
St. Paul Public School (supplies)	247.50
Sunset Law Enforcement (supplies)	264.93
Swanson, Joe (supplies)	603.50
Tri-County Sand & Gravel (supplies)	110.93
US Postal Service (postage)	460.00
Wesco Distribution (supplies)	115.02

Disbursements Non-General

Sales Tax 25% Infrac: Overland Ready Mix (Water Greenhouse Concrete)	947.19
Sales Tax: SPDC: 21-22 Operating Budget	35000.00
Sales Tax: Brehm Pharmacy (Prop Impr)	1750.00
Sales Tax: Senior Center (Prop Impr)	1270.00
Civic: LARM (insurance)	13730.43
Civic: St Paul Civic Center (start-up funds)	10000.00
Civic: Charter Spectrum (communications)	192.95
Keno: Dept. of Rev. Charitable Gaming (2% Adm Fee July-Sept 2021)	8008.00

Council member Kowalski moved to approve transferring \$150,000 from the City Utility Billing (ACH) Heritage Bank Checking account and placing it in the City Homestead Bank Checking account. The transfer is necessary to facilitate the payment of bonds in the coming months. Council member Thompson seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0.

Council member Kowalski moved to table the discussion regarding fowl in City limits and/or the number of pets a residential property can possess. Council member Schmid seconded the motion.

Council member Kowalski moved to pay the police officers any "banked" holiday hours from the effective date of the Non-Union Employee Agreement. The officers were previously "banking"

their holiday hours based on the understanding of previous police administration. Moving forward, holiday hours will be paid in accordance with the Non-Union Employee Agreement. Council member Feeken seconded the motion. Council members Kowalski, Thompson, Schmid & Feeken voted aye, nays none. Motion carried 4/0. Police Sergeant Greenwalt will assist the Payroll Clerk in calculating the hours of pay due each officer.

Utility Superintendent Helzer updates: (1) Thank you to Ed Thompson, Jack Paulsen, & Jerry Thompson for coordinating and participating in the City-wide cleanup last weekend; (2) Dwayne with Reynolds Construction should be finished cleaning the ditch this week. The ditches were cleared on both sides of the highway south of town to the river to help with drainage; (3) A number of light bulbs were replaced recently at the library. Mr. Helzer will stop by the library more often to check on any maintenance issues.

Police updates: (1) nuisance letters have been sent out on a number of properties in violation of the City Code. As a result, most of the properties have been brought into compliance. (2) The carpet near the entrance to the Police Department is in bad shape and constitutes a tripping hazard. Chief Howard would like to replace the carpet in that area with tile; (3) New decals will be installed on the Chevy Impala later this week.

Council updates: (1) Council member Schmid said that Reynolds Construction did a good job cleaning the ditches south of town; (2) Council member Kowalski said she heard from residents thanking the City for providing the City-wide cleanup since they did not have access to a pickup and/or were unable physically to haul trash off their property; (3) Council member Thompson questioned whether the ditches need to be surveyed rather than simply dug out to correct the drainage issues.

Mayor Bergman updates:

- (1) A Grand Island resident commented to the Mayor that they were impressed with how the property owners take pride in the appearance of their properties;
- (2) The LB840 Sales Tax Citizens Advisory Committee meeting is scheduled for Thursday, October 28, 2021 at 6:00 p.m.;
- (3) St. Paul Development Corp. (SPDC) LB840 General Ledger from July 2021 to September 30, 2021 (available to view at City Office);
- (4) City Office Staff is preparing for the 2020-2021 Fiscal Year audit;

Mayor Bergman adjourned the City Council meeting at 7:47 p.m.

Date

Joel M. Bergman, Mayor

Laura Berthelsen, Deputy City Clerk

Reynolds Construction, Inc

2204 2nd Ave.
Boelus, NE 68820
308-750-3174

Invoice

Date	Invoice #
10/26/2021	4457

Bill To
City Of St. Paul 704 6th St St Paul, NE 68873

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
9	Cleaning drain from pool to highway	200.00	1,800.00
17	Cleaning out drain on south side of old railroad	200.00	3,400.00
19	Cleaning out drain on north side of old railroad	200.00	3,800.00

Due upon receipt and thanks for your business!!		Total	\$9,000.00
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ADVERTISEMENT FOR BIDS
CITY OF ST. PAUL
ST. PAUL, NEBRASKA
WASTE WATER TREATMENT PLANT IMPROVEMENTS

The City of St. Paul, Nebraska (Owner) is requesting Bids for the construction of the following Project:

Waste Water Treatment Plant Improvements
St. Paul, Nebraska - 2021
020-2586

Bids for the construction of the Project will be received at the St. Paul City Office located at 704 6th Street, St. Paul, NE 68873, until Monday, November 1, 2021 at ~~10:00~~ ^{3pm} a.m. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Constructing a 2-basin Sequential Batch Reactor (SBR) wastewater treatment plant. Included in this project will be the construction of the two concrete SBR basins, concrete equalization basin, duplex lift station consisting of one (1) vertical auger grinder manhole, wet well, and meter pit, steel building housing control room, garage, and blower room, generator, water well, converting an existing lagoon cell into two (2) HDPE lined sludge processing cells, dewatering, earthwork, concrete paving, site piping for water, wastewater, force main, discharge line, and air lines, electrical components, mechanical components, and SCADA components. The project will also include the demolition of the existing lift station, decommissioning of one (1) existing lagoon cell, removals of pertinent existing site piping, and all other associated work as indicated on the drawings and within the specifications.

A complete set of plans, specifications, contract documents and proposal form MUST be obtained from either: 1) www.questcdn.com for a fee of \$15 (nonrefundable). Once logged into the site, insert eBidDoc project number 7995816 St. Paul Waste Water Treatment Plant Improvements, St. Paul, Nebraska - 2021; OR 2) Olsson at 201 E 2nd Street, Grand Island, NE 68801 for a fee of \$100 (nonrefundable).

The Issuing Office for the Bidding Documents is:

Olsson
201 E 2nd Street
Grand Island, NE 68801

A pre-bid conference for the Project will be held on Thursday, October 14, 2021 at 2:00 p.m. at the St. Paul City Office located at 704 6th Street, St. Paul, NE 68873. Attendance at the pre-bid conference is highly encouraged but not required.

Bid security shall be furnished in accordance with the Instruction to Bidders. The check(s) or bond(s) shall be made payable to the City of St. Paul, Nebraska, 704 6th Street, St. Paul, NE 68873 as security that the bidder(s) to whom the award(s) are made will enter into contract to build the improvements bid upon and furnish the required bonds and insurance.

The City of St. Paul, Nebraska reserves the right to accept any bid which it deems most advantageous to the Village, and to reject any or all bids submitted and to hold as many bids as it desires for consideration for a period of sixty (60) days after the bids are open.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

1. DAVIS BACON ACT WAGE DETERMINATIONS

"Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics wages not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates is included in the specifications for bidding purposes."

2. DEBARMENT AND SUSPENSION

"The prospective participants must certify by submittal of EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency."

3. NONDISCRIMINATION IN EMPLOYMENT

"Bidders on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications."

4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

"Each bidder must fully comply with the requirements, terms and conditions of the U.S. Environmental Protection Agency, Disadvantaged Business Enterprise (DBE) requirements, including the fair share objectives for disadvantaged business participation during the performance of this contract. The bidder commits itself to the fair share objective for disadvantaged business participation contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid."

5. AMERICAN IRON AND STEEL PRODUCTS

"On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," was enacted. Section 436 of the Act requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States, unless a waiver is provided to the recipient by EPA. Conditions for the waiver are found under the Information for Bidders. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

This Advertisement is issued by:

Owner: City of St. Paul, Nebraska

By: Joel Bergman

Title: Mayor

Date: September 22, 2021

Publish: 9-22-21 10-20-21
 9-29-21 10-27-21
 10-6-21
 10-13-21

RESOLUTION 2021- 26

WHEREAS, budgets for the 2021-2022 fiscal year for subdivisions in Howard County have been approved and adopted by the subdivision and,

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

WHEREAS, the valuations for subdivisions have been set, and the county valuation has been certified at \$1,400,357,784 by the County Assessor.

BE IT THEREFORE RESOLVED by the Howard County Board of Equalization to approve the 2021-2022 tax levies for the following subdivisions and certify them as follows:

	Levy
County General	0.165302
<u>Howard County Agricultural Society</u>	
General	.002761
Sinking	.000526
 <u>Howard County Historical Society</u>	
General	.000881
 School Districts	
<u>No.1 St. Paul Public School</u>	
General	.985260
Special Building	.020107
Bond	.075106
 <u>No.100 Centura</u>	
General	.984804
Special Building	.042855
 <u>No. 103 Elba Public School</u>	
General	.946788
Special Building	.016632

Cities and Villages

<u>St. Paul</u>	STATE OF NEBRASKA	
General	HOWARD COUNTY	SS.
Bond	FILED FOR RECORD	.467290
Total	MO <u>Oct</u> DAY <u>12</u> 20 <u>21</u>	.123231
	AT <u>9:15</u> O'CLOCK <u>A</u> M. RECORDED	.590521
	IN BOOK <u>Resolutions</u> PAGE <u>83</u>	
	<u>Ben Sack</u> COUNTY CLERK	
	FEE _____ BY _____	



<u>Cushing</u>	
General	.164254
<u>Elba</u>	
General	.391290
<u>Boelus</u>	
General	.362546
<u>Cotesfield</u>	
General	.349987
<u>Dannebrog</u>	
General	.449997
<u>Farwell</u>	
General	.317660
<u>Rural Fire Protection Districts</u>	
<u>St. Paul Fire District</u>	
General	.013465
Sinking	.003241
Ambulance	.000648
<u>Boelus Fire District</u>	
General	.019071
Bond	.012427
Sinking	.003568
<u>Dannebrog Fire District</u>	
General	.028966
Bond	.011274
<u>Elba Fire District</u>	
General	.025111
Bond	.028583
<u>Farwell Fire District</u>	
General	.011853
Sinking	.008094

MISCELLANEOUS SUBDIVISION

Loup Basin Reclamation District #1

General

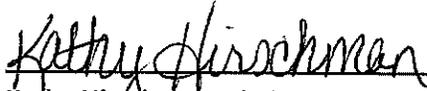
.028250

Bond

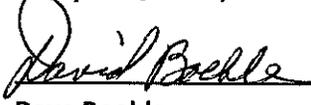
.005610

Dated this 12th day of October 2021.

HOWARD COUNTY BOARD OF COMMISSIONERS



Kathy Hirschman, Chairman

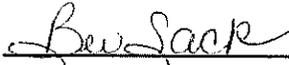


Dave Boehle



Gary Rasmussen

ATTEST:



Bev Sack, Howard County Clerk

Connie Beck

From: donotreply@sam.gov
Sent: Monday, October 25, 2021 2:06 PM
To: Connie Beck
Subject: CONFIRMATION: Registration Submitted for St Paul City City Light & Water Department / 144664500 / QWDJNQKB1YM8 / 5LJN1 in the U.S. Government's System for Award Management (SAM)

This email was sent by an automated administrator. Please do not reply to this message.

Dear CONNIE JO BECK,

You successfully submitted the entity registration for St Paul City City Light & Water Department / 144664500 / QWDJNQKB1YM8 / 5LJN1 in the U.S. federal government's System for Award Management (SAM). This registration record will remain in Submitted status until all external validations are complete.

What happens next?

1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This step can take two business days. You will get an email from SAM.gov when that review is complete.
2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from SAM.gov when that review is complete.
3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from a dla.mil address. Please tell your Government Business POC to respond right away to any requests from a dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.
4. You will get an email from SAM.gov when your registration passes these external validations and becomes Active. Until then, use the Check Registration Status link at SAM.gov to see where your registration is in the review process.
5. If you have not previously submitted a notarized letter formally designating the Entity Administrator for your entity, you must do so now. Failure to do so within 60 days of activation may result in the registration no longer being active. NOTE: You are not required to provide a notarized letter for a federal entity registration.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration from the Federal Service Desk at www.fsd.gov or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to <http://www.aptac-us.org/> to find your closest PTAC.

ADDENDUM

State and Local Fiscal Recovery Funds

Compliance and Reporting Guidance

As announced on September 30, 2021

Treasury has extended the deadline for submission of the first **Project and Expenditure Reports**, which were originally due on October 31, 2021, as follows:

- For States, U.S. territories, metropolitan cities and counties, and Tribal Governments, the report will now be due on **January 31, 2022** and will cover the period between award date and December 31, 2021.
- For non-entitlement units of government (NEUs), the Project and Expenditure report will now be due on **April 30, 2022** and will cover the period between award date and March 31, 2022.

Further instructions will be provided at a later date, including updates to this Compliance and Reporting guidance as well as a user guide to assist recipients to gather and submit the information through Treasury's Portal.

States and territories should continue to submit the monthly NEU/Non-UGLG distribution information through Treasury's Portal.

