

1st Council Regular Meeting
Monday, November 4, 2024 6:30 PM

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

Agenda

1. Mayor Mike Feeken calls City Council 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 Feeken 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. Discuss - Approve / Deny Resolution 2024-23, calling for partial redemption of the Street, Water, Sewer Improvements Series 2024 Bond Anticipation Notes regarding the Middle Loup River Subdivision. This will be in the outstanding principal amount of \$2,250,000; Maturity date: November 15, 2025, with a CUSIP No. 793078QG4. The Mayor or City Clerk of the City of St. Paul is authorized, at any time on or after the date of this Resolution, to call for redemption up to \$1,000,000 (water and sewer) in principal amount of said notes, to determine the final amount of notes called and to determine the call date for notes on behalf of the City.
5. Discuss - Introduce Ordinance #1055, authorizing the issuance of General Obligation Various Purpose Bonds, Series 2024, of the City of St. Paul, NE in the principal amount of not to exceed One Million Dollars (\$1,000,000) to pay the cost of constructing water, sewer, and related improvements in certain improvement districts of the City; prescribing the form of said bonds; providing for a sinking fund and for the levy and collection of taxes to pay said bonds; providing for the sale of the bonds; authorizing the delivery of the bonds to the purchaser; providing for the disposition of the bond proceeds and ordering the Ordinance be published in pamphlet form.
***Introduce Ordinance, with NO second and NO roll call;
***Waive three (3) readings of Ordinance at three (3) different occasions, with second and roll call; and
***Final Passage of Ordinance, with second and roll call.
6. Discuss 108 Howard Avenue unsafe building including the structural engineers quotes (possible action).
7. **St. Paul Chamber of Commerce: Jordan Robinson:**
Discuss - Approve / Deny St. Paul Chamber of Commerce updating the Downtown (outdoor) Auto Speaker System; the funding of \$9,000 will be disbursed from sales tax budget marketing and promotions line item (see attached);
a. Discuss - Approve / Deny St. Paul Chamber of Commerce website software (track members/send blast) and design (update/design fee/hosting) for the approximate amount of \$8,000 (see attached).
8. Discuss City of St. Paul's "mobile food" permits; the permit fee is currently \$100. This has become an issue pertaining to local food businesses:

- a. Discuss changing the fee and also, consider a penalty if the food vendor doesn't come to the City Office to acquire a permit (possible action).
9. Discuss - Approve / Deny Elsbury Construction, LLC Pay Request #8 (Middle Loup River Subdivision Project #023-00398) for the amount of \$463,867.40. The pay application consisted of the installation of a storm sewer, street pavement, and pavement removal on US Hwy 281.
 - a. Approve City Clerk Beck transferring \$463,867.40 from the City's Street, Water, and Sewer Insured Cash Sweep (ICS) accounts and deposit into the City's #100027 Street, Water and Sewer account to pay for Drawdown #8.
10. Discuss - Approve / Deny Consent Agenda Items: (1) Council Minutes October 21, 2024 (regular); (2) Disbursements November 4, 2024; (3) Nicholas Ryan dba Prairie Creek Vineyards Special Designated Liquor (SDL) application on Saturday, February 1, 2025, from 3:00 p.m. to 11:00 p.m. regarding a Howard County Medical Center (HCMC) fundraiser. The event will be held at the Civic Center (423 Howard Avenue). A Certificate of Insurance is current at the City Office; and (4) St. Paul Chamber of Commerce Special Designated Liquor application on Saturday, November 16, 2024, from 1:00 p.m. to 12:00 a.m. regarding a tailgate fundraiser. The event will be held at the Civic Center (423 Howard Avenue). A Certificate of Insurance is current at the City Office.
11. Discuss - Approve / Deny the Olsson "Master Service Agreement (MSA) for Professional Services" Renewal of Contract for Street Superintendent and Engineering Services. The "Master Agreement for Professional Services" consists of: (1) Work Order 1: Perform on-call services only as requested by your community; and (2) Work Order 2: Perform Street Superintendent services. The work orders will extend the services to St. Paul through December 31, 2025. The Agreement appoints BRIAN FRIEDRICHSEN as the City of St. Paul Street Superintendent and Olsson as your City Engineer.
12. Discuss - Approve / Deny ratifying all actions, including the election of the nominee to the LIGHT Board of Directors, of Connie Jo Beck, our LIGHT representative, identified in the minutes of the Annual Members' Meeting of the League Insurance Government Health Team (LIGHT) on October 4, 2024, at the Annual League of NE Municipalities Conference.
13. Discuss 1st of the month City of St. Paul's nuisances per the Nuisance Committee (Chief of Police Dan Howard to report) - Possible Action.
14. Utilities Superintendent Helzer updates
15. Chief of Police Howard updates:
 - a. Police Activity Report;
16. Mayor Feeken updates:
 - (1) St. Paul Fire Station Progress meeting on Thursday, November 7, 2024, at 11:00 a.m. in the City Council Chambers;
 - (2) St. Paul Keno, LLC (Mike Nevriy) recap from August 1, 2022, to July 31, 2024;
 - (3) Dana F. Cole & Company will be auditing the City of St. Paul's 2023-2024 Fiscal Year records on Wednesday, November 13, 2024, and Thursday, November 14, 2024;
 - (4) NE Department of Economic Development (NEDED) informed the City of St. Paul

regarding the approval of "Notice of Award (23-RCRP-033)" pertaining to the 2023 Rural Community Recovery Program on Thursday, October 31, 2024;

17. Public Announcements
18. Closed Session: **For Pending Litigation regarding the unsafe building at 108 Howard Avenue, St. Paul, NE.**
19. Mayor Feeken adjourns City Council meeting
20. Informational Items:
 - (1) City Fee Schedule and Elmwood Cemetery Fees
21. **This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.**

The City of St. Paul abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is on display in the meeting room as required by Nebraska State Law.

The Mayor and City Council reserve the right to enter into an Executive Session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the Agenda.

It is the intention of the Mayor and City Council to take up the items on the agenda in sequential order. However, the Mayor and City Council reserves the right to take up matters in a different order to accommodate the schedules of the City Council members, person(s) having items on the agenda, and the public. The City of St. Paul reserves the right to adjust the order of items on the agenda.

Anyone wishing to speak may be limited to three (3) to five (5) minutes per person. Please utilize the podium and clearly state your name and address for the record and the agenda topic you wish to speak upon in a professional manner.

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: _____

.....
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

City of St. Paul, NE
Resolution 2024-23

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska, was held at the **City Hall (704 6th Street, St. Paul, NE)** in said City on the **4th day of November 2024**, at **6:30 o'clock P.M.** Present were: **Mayor: Mike Feeken; Council Members: Katie Kowalski, Charles “Chuck” Schmid, Bill Peters and Brian Sack. Absent: None.** Notice of the meeting was given in advance thereof by the **Phonograph Herald, St. Paul, NE**, a designated method for giving notice as shown by the (Affidavit of Publication) (Certificate of Posting Notice) attached to these minutes. Notice of this meeting was given to the Mayor and all members of the Council and a copy of their acknowledgment of receipt of advance notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

Council Member _____ introduced **Resolution No. 2024-23** and moved its adoption. Council Member _____ seconded the foregoing motion and upon roll call on the passage and adoption of **Resolution No. 2024-23**, the following Council Members voted **AYE: Katie Kowalski, Charles “Chuck” Schmid, Bill Peters and Brian Sack.** The following voted **NAY: None.** The passage and adoption of said resolution having been concurred in by a majority of all members of the City Council, the Mayor declared said resolution passed and adopted. A true, correct, and complete copy of said resolution is as follows:

RESOLUTION NO. 2024-23

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

Section 1. That the following notes issued by the City of St. Paul, Nebraska are hereby called for partial redemption at par plus accrued interest to the extent and on such date as set forth in the Designation of Call Date (as defined below):

Street, Water, and Sewer Improvement Bond Anticipation Notes, Series 2024, dated May 15, 2024, in the outstanding principal amount of \$2,250,000, numbered as they are shown on the books and records of the Paying Agent and Registrar, maturing in the principal amount and bearing CUSIP numbers as follows:

<u>Principal Amount</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
\$2,250,000	November 15, 2025	793078 QG4

Section 2. Said notes are payable at the offices of the City Treasurer, as Paying Agent and Registrar, in St. Paul, Nebraska.

Section 3. The Mayor or the City Clerk of the City (each, an “Authorized Officer”) are hereby authorized, at any time on or after the date of this Resolution, to call for redemption up to \$1,000,000 in principal amount of said notes, to determine the final amount of notes called (subject to the maximum redemption amount stated herein), and to determine the call date for said notes on behalf of the City and such determinations, when made in writing (the “Designation of Partial Redemption and Call Date”), shall constitute the action of the City without further action of the Mayor and Council of the City. The call date shall be set for any time on or the date of this Resolution, provided, however, that on and after May 31, 2025, the Authorized Officers shall have no authority to make any such determination hereunder without further action of the Mayor and Council of the City and this Resolution shall be of no further force and effect.

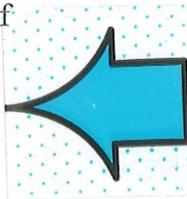
Section 4. A copy of this Resolution shall be filed with the Paying Agent and Registrar and said Paying Agent and Registrar is hereby instructed to give notice of redemption in the manner provided for in the ordinance authorizing said notes and in accordance with the Designation of Call Date.

PASSED AND APPROVED this 4TH day of November 2024.

Mike Feeken, Mayor

ATTEST:

Connie Jo Beck, City Clerk/Deputy Treasurer



Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Tuesday, October 22, 2024 6:29 PM
To: Slaughter, Bradley
Cc: Connie Beck
Subject: RE: St. Paul - Water and Sewer
Attachments: C-625 Certificate of Substantial Completion (Water & Sewer).pdf

Not a problem. Adding Connie into this email as well. Attached please find the letter for substantial completion for the water/sewer on the project. I have it dated as November 4 in case Connie would like to run anything through the council. I can adjust the date as needed if we don't need to take this step. There is an exception listed since the lift station is not fully functional just yet. This is a lump sum pay item so there will not be any over/under runs to change the costs. **Below is a breakdown of the costs for your use:**

Total Construction Contract (Elsbury): \$3,316,325.27
Eng. & Const Services (14% water, 14% sewer, 72% streets): \$281,975.00
Total Water: \$490,042.24
Total Sewer: \$487,407.34
Total Streets: \$2,620,850.69

Please let me know if you need any further information.

Thanks,

\$ 3,598,300.27

From: Slaughter, Bradley <bslaughter@fnni.com>
Sent: Tuesday, October 22, 2024 1:14 PM
To: Brian Friedrichsen <bfriedrichsen@olsson.com>
Subject: St. Paul - Water and Sewer

This Message Is From an External Sender
This message came from outside your organization. Please take care when clicking links use the Report Phish button or contact IT to have the message analyzed.

Brian,

Thanks again for taking my call buddy.

Connie and the City would like to finalize rates on the water and sewer portion of

When time allows can you please provide me with the following:

- 1) Certificate of substantial completion for the water and sewer work
- 2) Total cost of the entire project, including a breakout of the water and sewer

Thanks so much bud! Really appreciate it!

Brad Slaughter
Managing Director, Public Finance

\$ 977,449.58

	0.00	*
	3,316,325.27	+
	281,975.00	+
002	3,598,300.27	*
000		
	0.00	*
	490,042.24	+
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	2,620,850.69	+
003	3,598,300.27	*

	0.00	*
wtr	490,042.24	+
swr	487,407.34	+
002	977,449.58	o

Total →



Direct (402) 738-0111 | TF (800) 851-2920

Mail 1620 Dodge St. STOP 3284 | Omaha, NE 68197

Email bslaughter@fnni.com

Web NorthlandSecurities.com

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3-25-24

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Monday, March 25, 2024 1:10 PM
To: Connie Beck <cjbeck@cityofstpaulne.org>
Subject: RE: Middle Loup River Subdivision Approximate Cost for Project

No problem, see below:

Water: \$497,128.32
Sewer: \$493,592.04
Storm: \$364,097.67
Paving: \$2,245,560.90

$\$3,600,378.93$

Water = 14%
Sewer = 14%
ST = 72%

100%

From: Connie Beck <cjbeck@cityofstpaulne.org>
Sent: Monday, March 25, 2024 11:45 AM
To: Brian Friedrichsen <bfriedrichsen@olsson.com>
Subject: RE: Middle Loup River Subdivision Approximate Cost for Project
Importance: High

Hey Brian, for Bonding, I will need the break-down of numbers regarding Water, Sewer, Storm Sewer and any Paving cost for the subdivision, so that my bonds-man can plan accordingly for a City Bond. Sorry for inconvenience. Thank you.

Connie Jo

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Monday, March 25, 2024 11:08 AM
To: Connie Beck <cjbeck@cityofstpaulne.org>
Cc: Matt Helzer <mhelzer@cityofstpaulne.org>; Mike Feeken <mfeeken@cityofstpaulne.org>
Subject: RE: Middle Loup River Subdivision Approximate Cost for Project

You bet. Here is the total breakdown of where things are at including design and construction administration:

Olsson original design agreement: \$46,575.00
Olsson amendment #1 (Phase II design): \$44,500.00
Elsbury Awarded Contract: \$3,218,403.94
Anticipated Change Order #1 (Gas Line): \$100,000.00
Olsson amendment #2 (Construction services): \$190,900.00

Total Project Costs: \$3,600,378.94

I have not received the actual invoice from the gas company but the \$100K is what was estimated. This is on top of the \$50K already factored into Elsbury bid. I just finished up the construction services amendment this morning and it is attached as well. Since this is technically through the EDC, it probably will need to be approved by the council and EDC. I will be sure Parker gets a copy of it this morning as well. I believe we were able to make the TIF work when the cost was around \$4.2 million so depending on what the City is comfortable with, we could bump this total number a little to be prepared for any unknowns as the project moves forward. Let me know if you have any questions.

Thanks,

Preliminary

\$2,250,000

CITY OF ST. PAUL, NEBRASKA

STREET, WATER, AND SEWER IMPROVEMENT BOND ANTICIPATION NOTES

MIDDLE LOUP SUBDIVISION

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
05/15/2024	-	-	-	-
11/15/2024	-	-	52,312.50	52,312.50
05/15/2025	-	-	52,312.50	52,312.50
11/15/2025	2,250,000.00	4.650%	52,312.50	2,302,312.50
05/15/2026	-	4.650%	-	-
Total	\$2,250,000.00	-	\$156,937.50	\$2,406,937.50

Yield Statistics

Bond Year Dollars	\$3,375.00
Average Life	1.500 Years
Average Coupon	4.6500000%
Net Interest Cost (NIC)	5.1666667%
True Interest Cost (TIC)	5.1937302%
Bond Yield for Arbitrage Purposes	4.6500000%
All Inclusive Cost (AIC)	5.3349816%

IRS Form 8038

Net Interest Cost	4.6500000%
Weighted Average Maturity	1.500 Years

CITY OF ST PAUL

05/16/24 9:56 AM

Page 1

Receipts

Current Period: MAY 23-24

Receipts Batch MiddleLoupBondAntici \$2,228,062.50

Refer 1

Cash Receipt	R 21-589 BOND ANTICIPATION	STREETS: First National Omaha NE: BOND ANTICIPATION NOTES (BAN'S) MIDDLE LOUP SUBDIVISION INCOMING FUNDS (STREETS 72%; WATER 14%; SEWER 14%) MAY 15, 2024	\$1,604,205.00
Cash Receipt	R 02-589 BOND ANTICIPATION	WATER: First National Omaha NE: BOND ANTICIPATION NOTES (BAN'S) MIDDLE LOUP SUBDIVISION INCOMING FUNDS (STREETS 72%; WATER 14%; SEWER 14%) MAY 15, 2024	\$311,928.75
Cash Receipt	R 03-589 BOND ANTICIPATION	SEWER: First National Omaha NE: BOND ANTICIPATION NOTES (BAN'S) MIDDLE LOUP SUBDIVISION INCOMING FUNDS (STREETS 72%; WATER 14%; SEWER 14%) MAY 15, 2024	\$311,928.75

Transaction Date	5/15/2024	CHECKING	11100	Total	\$2,228,062.50
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Fund Summary

	11100 CHECKING
02 WATER	\$311,928.75
03 SEWER	\$311,928.75
21 STREETS	\$1,604,205.00
	<u>\$2,228,062.50</u>

106027
11100

Middle Loup Subd
Bond Antic. Notes

Incoming Wire Middle Loop Subd.

DEPOSITED WITH



Homestead Bank
your journey. your bank.
ACCOUNT NUMBER

* 300100027

For City of St. Paul

SIGN HERE FOR LESS CASH RECEIVED. x

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Date 5 15 24

055550010101

CURRENCY		
COIN		
C	Wire from	
H	Pershing LLC	2,228,062.50
E		
C		
K		
S		
SUB TOTAL		
LESS CASH RECEIVED		

NET DEPOSIT \$ 2,228,062.50

42

\$ 2,228,062 50

Streets = 72% = \$ 1,604,205⁰⁰ = 21-589

Water = 14% = \$ 311,928⁷⁵ = 02-589

Sewer = 14% = \$ 311,928⁷⁵ = 03-589

Connie Beck

From: Nancy Shindle <nshindle@homestead.bank>
Sent: Wednesday, May 15, 2024 11:21 AM
To: Connie Beck
Subject: large wire in

Hi Connie
You got a large wire for \$2,228,062.50 I will be depositing into 300100027.
I sent your other wire out, too.

Nancy Shindle
Executive Secretary/Loan Clerk
Homestead Bank
St. Paul Branch
619 Grand St.
P. O. Box 355
St. Paul, NE 68873
308-754-4488

Middle Loop Subd.

Incoming Wire:
\$ 2, 228, 062 50

Wtr 14% = 311,928 75
SWV 14% = 311,928 75
Str 72% = 1,604,205 00

2, 228, 062 50

MIDDLE LOUP SUBDIVISION GENERAL AND LIGHT RESERVE TRANSFER OF FUNDS WORKSHEET					
File: Shared: Middle Loup General & Light Transfer of Funds					
MIDDLE LOUP RIVER ENGINEERING FEES PAID THROUGH SALES TAX (ST PAUL DEVELOPMENT CORP INVOICING)					
#	DATE OF TRANSFER	GENERAL DEPT. \$850,000.00	LIGHT DEPT. \$650,000.00	\$105,000.00 Oper. Budget	Bond Anticip Notes
			LIGHT DEPT. \$550,000.00	Sales Tax: Economic Dev.	Statement 5/15/2024
			23-24 Budget: \$100,000.00	PER COUNCIL APPROVAL	\$2,228,062.50
				APRIL 1, 2024	First National Omaha
#1	April 17, 2024	Elsbury Construction LLC \$265,056.54 Pay Request #1 (Gas Main Relocation; Mobilization; Bonds; Insurance; and Tree Removal) 21-50-550			Streets 72% Water 14% Sewer 14%
	General ICS Transfer: #103209 = \$266,000.00 TO: Checking 100027				
		Sub-Total: \$584,000.00	Sub-Total: \$750,000.00	Sub-Total: \$105,000.00	\$ 2,228,062.50
#2	May 20, 2024	Elsbury Construction LLC \$54,738.49 Pay Request #2 (All Tree Removal per Olsson) 21-50-550			Streets 72% Water 14% Sewer 14%
	General ICS Transfer #103209 = \$55,000.00 TO: Checking 100027				
		Sub-Total: \$529,000.00	Sub-Total: \$750,000.00	Sub-Total: \$105,000.00	\$ 2,228,062.50
#3	June 3, 2024	Elsbury Construction LLC \$129,713.65 Pay Request #3 (Final Tree / Earthwork Begin) 21-50-550	Paid by Anticipation Bond	Tree Removal / Begin Earthwork (No Water or Sewer)	Paid by Middle Loup River Anticipation Bond
	Paid by Middle Loup River Anticipation Bond				
		Sub-Total: \$529,000.00	Sub-Total: \$650,000.00	Sub-Total: \$105,000.00	\$ 2,098,348.85
			BUDGET AMT: \$100,000.00		
			\$750,000.00		

#6	Elsbury Construction LLC	Elsbury Construction LLC \$350,729.73 Pay Request #4 Install erosion fencing and Pymt for onsite pipe material	Paid by Anticipation Bond		
			Friday, July 5, 2024		
		Drawdown #4: From Anticipation Bond: Streets \$252,526; Water \$49,102; Sewer \$49,102 =		\$	350,730.00
		NOTE: ICS: Transfer from Street; Water; Sewer ICS to Pay Drawdown (Anticipation Bond Funds)			
				PER COUNCIL APPROVAL	
				APRIL 1, 2024	
		Sub-Total: \$850,000.00	Sub-Total: \$453,639.91	Sub-Total: \$105,000.00	\$ 1,427,823.82

#7	Elsbury Construction LLC	Elsbury Construction LLC \$191,604.88 Pay Request #5 Stored Material Sanitary Sewer & Water; Storm Sewer Install & Dewatering Cost	Paid by Anticipation Bond and Sales Tax (Eco. Dev.) \$105,000		
			Monday, August 5, 2024		
		Drawdown #5 = Sales Tax \$105,000 Check #489: #504420 (60-70-661); Street \$62,355.52;			\$191,604.88
		Water \$12,124.68; Sewer \$12,124.68 = Minus \$86,604.88		\$	(105,000.00)
		NOTE: ICS: Transfer from Street; Water; Sewer ICS to Pay Drawdown (Anticipation Bond Funds)			\$86,604.88
		as noted above.		PER COUNCIL APPROVAL	
				APRIL 1, 2024	
		Sub-Total: \$850,000.00	Sub-Total: \$453,639.91	Sub-Total: zero dollars -0-	\$ 1,341,218.94

Council Member _____ introduced **Ordinance No. 1055** and moved its adoption:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION VARIOUS PURPOSE BONDS, SERIES 2024, OF THE CITY OF ST. PAUL, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000) TO PAY THE COST OF CONSTRUCTING WATER, SEWER, AND RELATED IMPROVEMENTS IN CERTAIN IMPROVEMENT DISTRICTS OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE LEVY AND COLLECTION OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE **PUBLISHED IN PAMPHLET FORM.**

Council Member _____ seconded. Council members Kowalski, Schmid, Peters and Sack voted _____, Nays None. Motion carried _____. Council member _____ moved that the statutory rule requiring reading on three (3) different days be suspended. Council Member _____ seconded the motion to suspend the rule and upon roll call vote on the motion the following Council Members voted **YEA: Kowalski, Schmid, Peters and Sack. The following voted NAY: None.** The motion to suspend the rule was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Council Member _____ moved for final passage of the ordinance, which motion was seconded by Council Member _____. The Mayor then stated the question was "Shall Ordinance No. 1055 be passed and adopted?" Upon roll call vote, the following Council Members voted **YEA: Kowalski, Schmid, Peters and Sack.**

The following voted **NAY: None.** The passage and adoption of said ordinance having been concurred in by three-fourths of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed said Clerk's signature thereto and ordered the Ordinance to be published in pamphlet form as provided therein and to be posted in three public places in the City. A true, correct and complete copy of said ordinance is as follows:

ORDINANCE NO. 1055

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION VARIOUS PURPOSE BONDS, SERIES 2024, OF THE CITY OF ST. PAUL, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000) TO PAY THE COST OF CONSTRUCTING WATER, SEWER, AND RELATED IMPROVEMENTS IN CERTAIN IMPROVEMENT DISTRICTS OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE LEVY AND COLLECTION OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and Council find and determine:

(a) That pursuant to an ordinance heretofore duly enacted and proceedings duly had, Sewer Improvement District No. 2024-1 was duly created in the City and sewer and related improvements were constructed therein which have been completed and have been, and hereby are, accepted by the City;

(b) That pursuant to ordinances heretofore duly enacted and proceedings duly had, water utility improvements were constructed in the City in Sewer Improvement District No. 2024-1 and Street Improvement District No. 2024-1 which have been completed and have been, and hereby are, accepted by the City;

(c) That the cost of said improvements in the Project as certified by the engineers is not less than \$1,000,000, the total costs of the project to be funded with the bond proceeds, including the costs of issuance of the bonds, will not exceed \$1,000,000, and the City has taken all preliminary steps required for the issuance of up to \$500,000 in principal amount of its General Obligation Water Bonds, Series 2024 under Section 17-534, R.R.S. Nebraska 2012; and \$500,000 in principal amount of its General Obligation Sewer Bonds under Section 17-925, R.R.S. Nebraska 2012;

(e) That pursuant to authority granted by Sections 18-1801 and 18-1802, R.R.S. Nebraska 2012, the City may combine proposed bond issues into a single bond issue to be designated "Various Purpose Bonds", and that all conditions, acts and things required by law to exist or to be done precedent to the issuance of General Obligation Various Purpose Bonds, Series 2023, of the City of St. Paul, Nebraska, in the principal amount of not to exceed \$1,000,000 have been done in due form and time as required by law;

(f) That to pay the cost of the improvements described above and related street improvements, the City has issued Street, Water, and Sewer Improvement Bond Anticipation Notes, Series 2024, dated May 15, 2024, in the aggregate principal amount of \$2,250,000, which mature on November 15, 2025, and the City will pick up and pay a portion of said notes with the

proceeds of the General Obligation Various Purpose Bonds, with the portion so redeemed representing the costs incurred for the water utility and sewer utility improvements described above.

Section 2. For the purposes as set out in Section 1 hereof, there shall be and there are hereby ordered issued General Obligation Various Purpose Bonds, Series 2024, dated the date of delivery, in the combined principal amount of not to exceed \$1,000,000 (the “Bonds”) with the Bonds to become due as set out in the Bond Purchase Agreement (the “Agreement”), *provided* that the Bonds mature in the principal amounts and bear interest at the rates per annum as shall be determined in the Agreement signed by the Mayor or the City Clerk (each, an “Authorized Officer”, and together, the “Authorized Officers”) on behalf of the City and which may be agreed to by Northland Securities, Inc. (the “Underwriter”), which Agreement may also determine or modify the principal amount for each maturity of the Bonds, mandatory redemption provisions (if any), and pricing terms, all within the following limitations:

- (a) The aggregate principal amount of the Bonds shall not exceed \$1,000,000;
- (b) The total interest cost (TIC) of the Bonds shall not exceed 7.00%;
- (c) The underwriter’s discount shall not exceed 2.00%; and
- (d) The longest maturity of the Bonds shall mature not later than December 15, 2044.

An Authorized Officer shall be authorized to enter into an Agreement within the above parameters without further action of the Mayor and Council, provided, however, that on and after May 31, 2025, the Authorized Officers shall have no authority without further action of the Mayor and Council of the City. The Bonds shall be issued in the denomination of \$5,000 or any integral multiple thereof and shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial Bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchasers thereof. Interest on the Bonds shall be payable semiannually upon such dates as shall be designated in the Agreement. The interest due on each interest payment date shall be payable to the registered owners of record as of the close of business on the fifteenth day (whether or not a business day) immediately preceding the interest payment date (the “Record Date”), subject to the provisions of Section 3 hereof. Payment of interest due on the Bonds prior to maturity or redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond, as of the applicable Record Date, to such owner’s registered address as shown on the books of registration, as required to be maintained in Section 3 hereof. Payment of principal due at maturity or at any date fixed for redemption, together with any accrued interest then due, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. In the event that Bonds of this issue are held in the nominee’s name of a national clearinghouse or depository, payment of principal or interest shall be made by wire transfer of funds in accordance with any applicable regulations governing “Depository Eligible Securities”. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor said Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary whether such Bond or any installment of interest due thereon shall be overdue or not. All

payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid. If any Bond is not paid upon presentation of the Bond at maturity or any interest installment is not paid when due, the delinquent Bond or delinquent interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature.

Section 3. BOK Financial, N.A., Lincoln, Nebraska, is hereby designated as Paying Agent and Registrar for the Bonds, provided that the Mayor may, in his or her discretion, appoint the City Treasurer or some other bank with trust powers or trust company to serve as Paying Agent and Registrar under the terms of this Ordinance as may be determined from time to time. The Authorized Officers, or either of them, are authorized to sign an agreement with the Paying Agent as may be necessary from time to time to provide for such services. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at the office of the Paying Agent and Registrar or the office of any duly appointed successor, as applicable. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar upon surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to such Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar will register such transfer upon said registration books and deliver to the transferee registered owner or owners (or send by registered mail to the transferee owner or owners at such owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond or Bonds shall be cancelled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Bonds surrendered and shall be entitled to all benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and the Paying Agent and Registrar shall not be required to transfer Bonds during any period from any Record Date until its immediately following interest payment date or to transfer any Bonds called for redemption for a period of 30 days next preceding the date fixed for redemption prior to maturity. In the event that payments of interest due on the Bonds on an interest payment date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such interest payment date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 4. Bonds maturing on or after the fifth anniversary of the date of issue shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth

anniversary of the date of issue, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed from such optional redemption in its sole discretion, but Bonds shall be redeemed only in the amount of \$5,000 or integral multiples thereof. Any Bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given at the direction of the Mayor and Council by the Paying Agent and Registrar by mail not less than thirty days prior to the date fixed for redemption, first class postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by number and maturity, the date of original issue, the date fixed for redemption and state that such Bond or Bonds are to be presented for payment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the Mayor and Council designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the Mayor and Council shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City or City where the principal office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. The Bonds shall be executed on behalf of the City by being signed by the Mayor and the City Clerk, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each Bond. The City Clerk shall make and certify a transcript of the proceedings precedent to the issuance of said Bonds which shall be delivered to the purchaser of said Bonds. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to the Treasurer of the City who shall be responsible therefore under his/her official bond. Such Treasurer shall maintain a record of information with respect to said Bonds in accordance with the requirements of Section 10-140, R.R.S. Nebraska 2012, as amended, and shall cause the same to be filed with the office of the Auditor of Public Accounts of the State of Nebraska. The Paying Agent and Registrar shall register each Bond in the name of its initial registered owner as designated by the initial purchaser. Each Bond shall be authenticated on behalf of the City by the Paying Agent and Registrar. If the Bonds are sold to the Underwriter, the Bonds shall be issued initially as "book-entry only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten Bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (the "Letter of Representations") in the form required by the Depository (which may include any "blanket" letter previously executed and delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon issuance of the Bonds as "book-entry-only" bonds, the following shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds;

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable to or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the ultimate Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such an event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement (if any).

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If the Bonds are privately placed or if for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication.

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HOWARD
CITY OF ST. PAUL

Bond No.

\$

GENERAL OBLIGATION VARIOUS PURPOSE BOND
SERIES 2024

<u>Interest Rate</u> %	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
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Registered Owner: _____

Principal Amount: _____

KNOW ALL PERSONS BY THESE PRESENTS: That the City of St. Paul, in the County of Howard, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above the principal amount specified above in lawful money of the United States of America on the maturity date specified above, with interest thereon from date of original issue specified above or most recent interest payment date, whichever is later, to maturity (or earlier redemption) at the rate per annum specified above. Said interest shall be payable semiannually on the _____ day of _____ and _____ in each year, starting _____, 202__ . If this bond is not paid upon presentation at maturity or any interest installment hereon is not paid when due, the bond or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. The interest hereon due prior to maturity or earlier redemption shall be paid on each interest payment date by the Paying Agent and Registrar for the City by wire transfer (but only in accordance with the limited terms of the authorizing ordinance), check or draft mailed to the registered owner hereof, as shown on the records of the Paying Agent and Registrar as of the close of business on the fifteenth day (whether or not a business day) immediately preceding the interest payment date, at such owner's registered address as it appears on the books of registration of the City. The principal of this bond and the interest due at maturity or upon call for redemption prior to maturity are payable on presentation and surrender to said Paying Agent and Registrar at the office of the Paying Agent and Registrar, in Lincoln, Nebraska, or at the offices of any successor Paying Agent and Registrar, as applicable. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this Bond, principal and interest as the same become due, the full faith, credit and resources of said City are hereby irrevocably pledged.

The City, however, reserves the right and option of paying bonds of this issue maturing on or after _____, 202__, in whole or in part, on the fifth anniversary of the dated date hereof, or at any time thereafter, at the principal amount thereof plus accrued interest to the date fixed for redemption. Notice of any such redemption shall be given by mail, sent to the registered owner of any bond to be redeemed at said registered owner's address in the manner provided in the ordinance authorizing said bonds. Individual bonds may be redeemed in part but only in the amount of \$5,000 or integral multiples thereof. Any bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new bond or bonds evidencing the unredeemed principal thereof.

This bond is one of an issue of fully registered bonds of the total principal amount of \$_____, of like tenor herewith except as to denomination, date of maturity and rate of interest issued by said City for paying the cost of sewer and related improvements constructed in Sewer Improvement District No. 2024-1, all of which have been completed and have been accepted by the City, and for paying the cost of water utility improvements in the City, all of which have been accepted by the City, and the City has taken all preliminary steps required for the issuance of \$_____ in Sewer Bonds and/or Water Bonds in compliance with Sections 17-534 and 17-925, R.R.S. Nebraska 2012. The issuance of said bonds has been authorized by an ordinance duly enacted by a vote of not less than three-fourths of all members of the City Council and published as provided by law, all in strict compliance with Sections 10-142, 17-516, 17-520, 17-925, 18-1801 and 18-1802, R.R.S. Nebraska 2012, as amended.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, its Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of said City, including this bond, does not exceed any limitations imposed by law. The City covenants and agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in said City, in addition to all other taxes, sufficient in rate and amount to pay the interest on this bond when and as the same becomes due and to create a sinking fund to pay the principal of this bond when the same becomes due.

IN WITNESS WHEREOF, the Mayor and Council of the City of St. Paul, Nebraska, have caused this bond to be executed on behalf of the City by being signed by the Mayor and Clerk of the City, both of which signatures may be facsimile signatures, and by causing the official seal of the City to be affixed hereto, all as of the date of original issue shown above.

CITY OF ST. PAUL, NEBRASKA

By: _____ (Do not sign)
Mayor

ATTEST:

(Do not sign)
City Clerk

(S E A L)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by an ordinance passed and approved by the Mayor and Council of the City of St. Paul as described in said bonds.

BOK FINANCIAL, N.A., as Paying Agent
and Registrar

By: _____ (Do not sign)
Authorized Officer

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____

Registered Owner

SIGNATURE GUARANTEED

By: _____

Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within bond in every particular without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 8. The Bonds are hereby sold to the Underwriter upon the terms set forth in the Agreement approved by the Authorized Officers, and the City Treasurer is authorized to deliver the Bonds to the Underwriter upon receipt of the purchase price for the Bonds as set forth in the Agreement plus accrued interest to date of payment. The Bonds are sold to the Underwriter subject to the opinion of Rembolt Ludtke LLP, as Underwriter’s bond counsel that the Bonds are lawfully issued; that the Bonds constitute a valid obligation of the City; and that under existing laws and regulations the interest on the Bonds is exempt from both Nebraska state and federal income taxes. Such purchaser and its agents, representatives and counsel (including Underwriter’s bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository (as defined herein) at closing. The proceeds of the Bonds shall be applied upon receipt for the purposes described in Section 1 hereof. The City may also pay costs of issuance from the proceeds of the Bonds.

Section 9. The City covenants and agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to pay the interest on the Bonds herein authorized as the same becomes due and to create a sinking fund to pay the principal of said Bonds when and as such principal becomes due, to the extent not paid from other sources.

Section 10. The City Council hereby authorizes the Mayor and City Clerk, or either of them, to approve and declare final on behalf of the City the preliminary Official Statement prepared with respect to the Bonds and hereby authorizes the Mayor and Clerk or either of them to approve and deliver on behalf of the City a final Official Statement relating to and describing the Bonds. The officers of the City are further authorized to take any and all actions deemed necessary by them in connection with the carrying out and performance of the terms of this Ordinance.

Section 11. If and to the extent the Bonds are issued in an original principal amount of \$1,000,000 or more, then, in accordance with the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule") promulgated by the Securities and Exchange Commission, the City being the only "obligated persons" other than the City with respect to the Bonds, and being an "obligated person" with respect to no more than \$10,000,000 in aggregate amount of outstanding municipal securities (including the Bonds), agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

- (a) at least annually not later than nine (9) months after the end of the City's fiscal year, financial information or operating data for the City which is customarily prepared by the City and is publicly available, including the City's audited financial statements and information of the type included in the audit;
- (b) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) modifications to rights of the holders of the Bonds, if material;
 - (8) bond calls, if material, and tender offers;
 - (9) defeasances;

- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);
- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional Trustee or the change of name of a Trustee, if material.
- (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes subparagraph (15) above, a “financial obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above. The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner

or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City with regards to the Bonds, as described above, shall cease when none of the Bonds remain outstanding. The foregoing information, data and notices can be obtained from the City Clerk.

Section 12. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said Bond issue, including monies held in any sinking fund for the payment of said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103 and 148 and all applicable regulations thereunder throughout the term of said Bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the Bonds with respect to taxpayers generally but not including insurance companies or corporations subject to the additional minimum tax. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in calendar 2024 in an amount in excess of \$10,000,000.

Section 13. In order to promote compliance with certain federal tax and securities laws relating to the bonds herein authorized (as well as other outstanding bonds) the City has previously adopted a Post-Issuance Compliance Policy and Procedures which remain in full force and effect and are applicable to the Bonds.

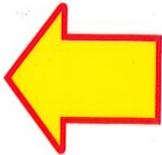
Section 14. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this 4th day of November 2024.

Mike Feeken, Mayor

ATTEST:

Connie Jo Beck, City Clerk/Deputy Treasurer



(S E A L)



I, the undersigned, City Clerk for the City of St. Paul, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on **November 4, 2024**; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)



Connie Jo Beck, City Clerk/Dep. Treasurer

MIDDLE LOUP SUBDIVISION GENERAL AND LIGHT RESERVE TRANSFER OF FUNDS WORKSHEET					
File: Shared: Middle Loup General & Light Transfer of Funds					
MIDDLE LOUP RIVER ENGINEERING FEES PAID THROUGH SALES TAX (ST PAUL DEVELOPMENT CORP INVOICING)					
#	DATE OF TRANSFER	GENERAL DEPT. \$850,000.00	LIGHT DEPT. \$650,000.00	\$105,000.00 Oper. Budget	Bond Anticip Notes
			LIGHT DEPT. \$550,000.00	Sales Tax: Economic Dev.	Statement 5/15/2024
			23-24 Budget: \$100,000.00	PER COUNCIL APPROVAL	\$2,228,062.50
				APRIL 1, 2024	First National Omaha
#1	April 17, 2024	Elsbury Construction LLC \$265,056.54 Pay Request #1 (Gas Main Relocation; Mobilization; Bonds; Insurance; and Tree Removal) 21-50-550			Streets 72% Water 14% Sewer 14%
	General ICS Transfer: #103209 = \$266,000.00 TO: Checking 100027				
		Sub-Total: \$584,000.00	Sub-Total: \$750,000.00	Sub-Total: \$105,000.00	\$ 2,228,062.50
#2	May 20, 2024	Elsbury Construction LLC \$54,738.49 Pay Request #2 (All Tree Removal per Olsson) 21-50-550			Streets 72% Water 14% Sewer 14%
	General ICS Transfer #103209 = \$55,000.00 TO: Checking 100027				
		Sub-Total: \$529,000.00	Sub-Total: \$750,000.00	Sub-Total: \$105,000.00	\$ 2,228,062.50
#3	June 3, 2024	Elsbury Construction LLC \$129,713.65 Pay Request #3 (Final Tree / Earthwork Begin) 21-50-550	Paid by Anticipation Bond	Tree Removal / Begin Earthwork (No Water or Sewer)	Paid by Middle Loup River Anticipation Bond
	Paid by Middle Loup River Anticipation Bond				
		Sub-Total: \$529,000.00	Sub-Total: \$650,000.00	Sub-Total: \$105,000.00	\$ 2,098,348.85
			BUDGET AMT: \$100,000.00		
			\$750,000.00		

#6	Elsbury Construction LLC	Elsbury Construction LLC \$350,729.73 Pay Request #4 Install erosion fencing and Pymt for onsite pipe material	Paid by Anticipation Bond		
			Friday, July 5, 2024		
		Drawdown #4: From Anticipation Bond: Streets \$252,526; Water \$49,102; Sewer \$49,102 =		\$	350,730.00
		NOTE: ICS: Transfer from Street; Water; Sewer ICS to Pay Drawdown (Anticipation Bond Funds)			
				PER COUNCIL APPROVAL	
				APRIL 1, 2024	
		Sub-Total: \$850,000.00	Sub-Total: \$453,639.91	Sub-Total: \$105,000.00	\$ 1,427,823.82

#7	Elsbury Construction LLC	Elsbury Construction LLC \$191,604.88 Pay Request #5 Stored Material Sanitary Sewer & Water; Storm Sewer Install & Dewatering Cost	Paid by Anticipation Bond and Sales Tax (Eco. Dev.) \$105,000		
			Monday, August 5, 2024		
		Drawdown #5 = Sales Tax \$105,000 Check #489: #504420 (60-70-661); Street \$62,355.52;			\$191,604.88
		Water \$12,124.68; Sewer \$12,124.68 = Minus \$86,604.88		\$	(105,000.00)
		NOTE: ICS: Transfer from Street; Water; Sewer ICS to Pay Drawdown (Anticipation Bond Funds)			\$86,604.88
		as noted above.		PER COUNCIL APPROVAL	
				APRIL 1, 2024	
		Sub-Total: \$850,000.00	Sub-Total: \$453,639.91	Sub-Total: zero dollars -0-	\$ 1,341,218.94

AGENDA ITEM REQUEST FORM

Anyone wishing to place an item 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: Chamber Budget.

Please state your Agenda Item (please be specific, providing documentation if available):

We would like to update the Speaker System website
(Main Street)

What action do you want the City Council to take? Approve Chamber funding
use for ~~this~~ these things

Will this project/item require City funding? YES NO If so, how much? 9,000

Name (please print): Jordan Robinson

Name (signature): JR

Address: 619 Howard Ave

Phone Number: 308 754 8149 754 5586

.....
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: _____



Sales Rep: Greg Sales
Email: greg@yandasmusic.com
Phone: 308-234-1970
Date: 10/25/2024

Company: City of St. Paul Chamber **Contact:** Jordan Robinson
Address: 619 Howard Ave **Project:** Downtown Audio System Upgrade
 St. Paul, Ne 68873

Qty	Item	Package price
1	Crown NCDI2x1200 digital power amplifier w/dsp/limiting	
10	One Systems 106.HTH 6.5" two-way weatherized speaker (black)	
9	One Systems PM2.M pole mount bracket (black)	
-	Cables/Connectors	
-	Misc. Supplies	
-	Rigging	
-	Installation Mileage	
-	Installation Labor/Calibration/Training	
		Package price
		\$ 13,804.00
4	Deduct One Systems 106.HTH 6.5" speakers w/installation(north side)	\$ (3,500.00)
		\$ 10,304.00

Yandas provides: 2 year service contract upon installation..
Client provides: flying the speaker wire to the light poles..total of 4...north side & east & west side...Help w/plywood backing to make sure wall is stable..cabinet to be moved to the right & lowered under mural..

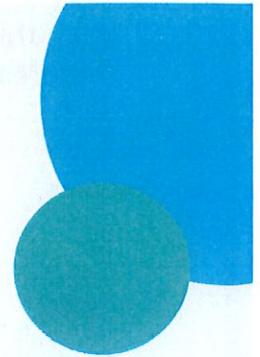
Signature as Acceptance of the Proposal and Terms

Date of Acceptance

Signed Acceptance must be received prior to ordering of equipment for installation



Your Quote For Chamber Software



St Paul Chamber

October 4, 2024

 972-233-1299

 sales@chamberdata.com

 chamberdata.com



Powerful features made easy

CC-Assist is a comprehensive membership and event management program designed specifically for chambers of commerce and other membership-type organizations. We keep things simple to focus on your success. There are no packages to compare or features to sacrifice — all the features you need are all included.



Membership Management

Track extensive information about members, non-members, and associated individuals including historical activities and touchpoints.



Event Management

Easily manage your most complex events all in one place. Accept online registrations with ticketing for any event.



Smart Billing Procedures

CC-Assist's smart billing system ensures you never miss out on revenue or double enter transactions.



Extensive Reporting

Built-in analytics and flexible reporting puts you in the driver seat for keeping up with daily operations and improving member retention.



Member Communication

Quickly send bulk emails or text messages to anyone including prospects, committee members, and event attendees.



Revenue Generation

Upsell built-in advertising and optional enhancements. You keep 100% of the revenue.

Time-saving integration with your apps

Connect with your favorite platforms and programs to eliminate double-entry.



Work from any device, anywhere

The CC-Assist mobile app allows you to access member and event information on-the-go from anywhere with an internet connection. Easily manage members and prospects, enter touch points, set reminders, create and send invoices, check-in event attendees, and scan tickets.



Revenue Generation

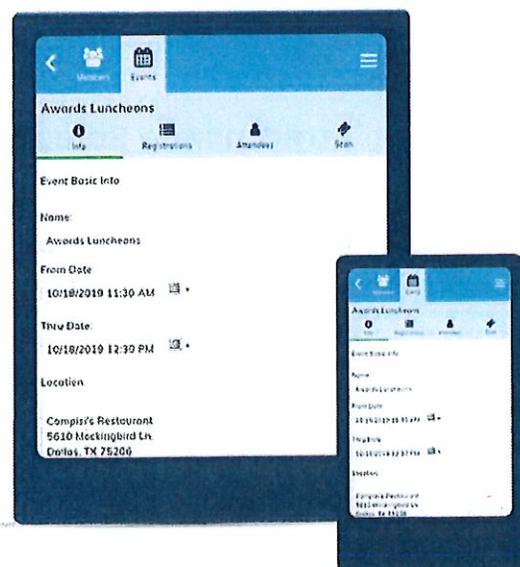
Allow recruiters or ambassadors to enter new prospects or quickly look up and update a member's information on-the-go. Set reminders to follow up with members in the future.

- ✓ Enter and update member records
- ✓ Track touch points
- ✓ Set follow-up reminders
- ✓ Manage selections and participation

Streamline event check-ins

Event staff can conveniently look up registration details, scan tickets, and check in attendees to streamline your events.

- ✓ Update event records
- ✓ View registration details
- ✓ Scan tickets
- ✓ Check in attendees



See why chambers choose CC-Assist

Chambers of all sizes choose CC-Assist as their membership management software to reduce their workload and grow their membership. See some of the reasons why CC-Assist is the most powerful and user-friendly chamber software in the market.

Superior Speed and Performance



CC-Assist's cloud-based desktop app offers superior performance compared to browser-based apps. View and manage your data quickly and efficiently without frustrating delays between clicks or report size limitations. CC-Assist keeps your organization operating at peak performance.

Extensive Customization and Adaptability



Tailor your experience to be as unique as your organization. Personalize data views and define specific values like member levels and business categories. Generate infinite reports to provide the insights you need for informed decision-making.

Uninterrupted Offline Access



Enjoy the freedom and convenience of CC-Assist's offline mode, allowing you to work on your essential tasks without an internet connection. The CC-Assist desktop app ensures you stay productive even in remote locations or during connectivity lapses.

Streamlined Sales and Prospect Management



Elevate your organization's growth potential with CC-Assist by managing your prospects and members in one place. Track an unlimited number of prospective members, log their progress, and set reminders for timely follow-ups. Seamlessly transition prospects to members when they join.



CC-Assist is incredibly intuitive and easy to navigate, making it a breeze for us to utilize effectively. If you're in need of a solution to streamline your database and website, look no further than CC-Assist.

Kathy Perez, Jacksonville Chamber of Commerce



*Track
Member
blast*

Software Price Quote

We keep it simple. You get everything your organization needs to grow at one price.

Setup: \$500

Subscription: **\$140**/mo

x 24 minus \$320 = \$3540

<u>Item</u>	<u>Qty</u>	<u>Setup Cost</u>	<u>Monthly Price/Unit</u>	<u>Amount/Month</u>
Base		500.00		50.00
Network or Stand-alone Installs	1		20.00	20.00
Simultaneous Desktop App Users	1		10.00	10.00
Web Database	1		20.00/ (100 mem)	40.00
Mobile App			20.00	20.00
Additional Simultaneous Mobile App Users	0		20.00	0.00
Total		\$500.00		\$140.00

Your monthly subscription includes software updates, support of trained users, and an additional month's use of software.

You may install CC-Assist on a single local network. You may access CC-Assist from any of the computers which are connected to your local network. If you wish to install CC-Assist on additional networks or stand-alone computers to work with your data on-the-go, each network or stand-alone installation increases your monthly subscription by \$20. **A single network or stand-alone installation is required to access CC-Assist. The administrative application for CC-Assist is designed to install on a Windows OS.** For a complete list of system and software requirements visit: <https://chamberdata.com/requirements-and-integrations>.

You may have 1 user access the administrative application simultaneously. If you wish to add additional simultaneous users, each additional simultaneous user increases your monthly subscription by \$10. **Each additional stand-alone installation of CC-Assist requires 1 additional simultaneous user.**

This quote assumes you have between 0-299 active members which are defined as members listed in your online directory and/or having access to an online account. Each 100 active members increases your monthly subscription by \$20.

You may have 1 user access the mobile app simultaneously. If you wish to add additional mobile app simultaneous users, each additional simultaneous user increases your monthly subscription by \$20.

This quote does not include a price for converting your data from your current data files. If you would like a separate quote for converting your data into your CC-Assist database, please contact us with details.

You may use a custom domain with the integrated database webpages for an additional \$100/year.

CC-Assist interfaces with several third-party applications including QuickBooks, Constant Contact, Facebook, X, EZ-Texting, Microsoft Office, and Authorize.Net. All third-party applications which CC-Assist interfaces with must be licensed separately from the third-party application provider. For example, an Authorize.Net payment gateway account is required to accept online payments with CC-Assist. This must be licensed from Authorize.Net or your merchant service provider.

All quotes are valid for 45 days from **October 4, 2024**. CC-Assist License Fees are subject to change without notice.





Your Quote For Website Design

St Paul Chamber

October 4, 2024

 972-233-1299

 sales@chamberdata.com

 chamberdata.com

Give your website a fresh new look

It takes just a quick glance, maybe three seconds, for a potential customer to form a first impression of your organization based on your website. We can help establish a strong positive first impression for your internet persona with our website design services. Put your organization on the digital map with a modern, mobile-ready, search-engine optimized website.

Website designed to integrate with your database



The best and simplest way to achieve a completely seamless integration between your website and your database is to purchase a website/database package in which the two components are designed to work together.

Hand-crafted designs that are modern and simple to use



Our websites are custom designed for each organization to promote your brand and engage your members. We'll work with you to find the right look you'll love that your members will notice.

It's time to get responsive—mobile responsive



With the staggering growth of mobile device usage, it's essential that your organization's website is mobile responsive so that visitors can easily browse information. Our team tests your website at every device size to ensure all visitors can easily navigate your website.

Get on top with a search engine optimized website



Building a website without optimizing it for search engines is like hosting an event without telling anyone. We incorporate the best SEO practices when we build your website to help drive more web traffic your way.

Simplifying How You Manage Your Website



Our websites are built with the familiar, easy-to-use WordPress content management system, which allows quick updates to the website as needed. Anyone at your organization will be able to update and maintain your website without advanced training.

Wow-worthy designs

Let our expert website designers bring your vision to life. We'll craft a beautiful website just right for your brand and goals. Below are examples of websites we have designed and built as part of our all-inclusive package.

[Baytown Chamber of Commerce](#)

[Greater Guthrie Chamber of Commerce](#)

[Ontario Chamber of Commerce](#)

[Greater Baltimore Chamber of Commerce](#)

[Stillwater Chamber of Commerce](#)

[Mt. Vernon Springfield Chamber of Commerce](#)

[West St. Louis County Chamber](#)

[Odessa Chamber of Commerce](#)



How it works

1

Tell us your vision

Talk with one of our experienced chamber website designers about your ideas and goals.

2

We start building

We'll take your content and craft your website to bring your vision to life. We'll refine until it's perfect.

3

We stay behind you

You'll get full control to create new content and make changes with our easy drag-and-drop builder.



Website Price Quote

We keep it simple. You get a fully custom website design and all your content entered for one price.

Website Design: **\$180/mo** for 24 months

Or pay in full and **Save \$320!**

Hosting: **\$25/mo**

SSL Certificate: \$100/yr

*Website update
design fee
hosting*

*\$4000
disc in front*

<u>Item</u>	Limited-duration Cost	Recurring Subscription
Website Design	\$180/mo for 24 months	
Website Hosting		\$25.00/mo
SSL Certificate		\$100/yr

Your website design cost includes a custom website design, content entry, and basic WordPress training. Advanced design customization may incur additional charges (rare). The total website design can be paid for in advance for a discounted price of \$4,000.

Your monthly subscription includes website hosting and WordPress updates. Assistance making changes after website design is completed and website is live may be purchased at an hourly rate.

Your website will be available via a single domain name which will be selected, registered, and maintained independently by you.

All quotes are valid for 45 days from **October 4, 2024**. CC-Assist License Fees are subject to change without notice.

AGENDA ITEM REQUEST FORM

Anyone wishing to place an item 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: NOV 4th

Requested Agenda Item: Food truck issues.

Please state your Agenda Item (please be specific, providing documentation if available):

Members have reached out to me with large issue with food trucks and we propose a change to fee scale.

What action do you want the City Council to take? Change Fee Scale

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

Name (please print): Jordan Robinson Chamber Director

Name (signature): JSR

Address: 619 Howard Ave St. Paul NE 68873

Phone Number: 308-754-5558 754-8149

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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: _____

Payments

Current Period: NOVEMBER 24-25

Payments Batch Elsbury Draw 8		\$463,867.40
Refer	1 <u>Elsbury Construction LLC</u>	Ck# 071654 11/4/2024
Cash Payment	E 21-50-550 IMPROVEMENTS	Street: Middle Loup River Improvement Draw #8: Storm Sewer Install; Street Paving; Pavement Removal US Hwy 281 \$333,984.54
Invoice		
Cash Payment	E 02-50-550 IMPROVEMENTS	Water: Middle Loup River Improvement Draw #8: Storm Sewer Install; Street Paving; Pavement Removal US Hwy 281 \$64,941.43
Invoice		
Cash Payment	E 03-50-550 IMPROVEMENTS	Sewer: Middle Loup River Improvement Draw #8: Storm Sewer Install; Street Paving; Pavement Removal US Hwy 281 \$64,941.43
Invoice		
Transaction Date	11/4/2024	CHECKING 11100 Total \$463,867.40

Fund Summary

	11100 CHECKING
02 WATER	\$64,941.43
03 SEWER	\$64,941.43
21 STREETS	\$333,984.54
	<u>\$463,867.40</u>

Pre-Written Checks	\$463,867.40
Checks to be Generated by the Computer	\$0.00
Total	<u>\$463,867.40</u>

71654
 Chg 100027
 11100

Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Tuesday, October 29, 2024 1:59 PM
To: Connie Beck;stpauldevcorp@gmail.com
Cc: Matt Helzer; Chris Dethlefs
Subject: St. Paul Middle Loup River Subdivision Pay Request #8
Attachments: 24-10-29 SDN Certificate of Payment No. 8.pdf

Connie/Parker,

Attached please find the pay request #8 from Elsbury to be placed on the next council meeting agenda. This pay app covers storm sewer installation, street pavement, and pavement removals on Highway 281. If you have any questions, please let me know.

Thanks,

Brian J. Friedrichsen, P.E.

Project Engineer / Civil

D 308.398.2946
C 308.750.4326

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



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[View Legal Disclaimer](#)

CERTIFICATE OF PAYMENT: 8



Date of Issuance: 10.29.24

Project: St. Paul Development Corporation Middle Loup Subdivision, St. Paul, Nebraska - 2023

Project No.: 023-00398

Contractor: Elsbury Construction LLC

DETAILED ESTIMATE		
Description	Unit Price	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: Elsbury Construction LLC

Value of Work Completed This Request: \$573,699.44

Original Contract Cost: \$3,218,403.94
 Approved Change Orders:
 No. 1 \$97,921.33
 No. 2 \$0.00
 No. 3 \$0.00
 Total Contract Cost: \$3,316,325.27

Value of completed work and materials stored to date \$2,190,854.08
 Less retainage percentage 10% \$219,085.41
 Net amount due including this estimate \$1,971,768.67
 Less: Estimates previously approved:

No. 1 \$265,056.54	No. 7 \$250,115.58	No. 13 \$0.00	
No. 2 \$54,738.49	No. 8 \$0.00	No. 14 \$0.00	
No. 3 \$129,713.65	No. 9 \$0.00	No. 15 \$0.00	
No. 4 \$350,729.73	No. 10 \$0.00	Total Previous Estimates:	\$1,507,901.27
No. 5 \$191,604.88	No. 11 \$0.00		
No. 6 \$265,942.40	No. 12 \$0.00	NET AMOUNT DUE THIS ESTIMATE:	\$463,867.40

The appl in the plan This quali of O cc: rations as set forth in scope of work and the data included in all dge, information and belief: (1) the work has progressed as indicated and materials delivered by Contractor are in conformance with the e with the contract, is entitled to payment as indicated above. f any type. Client shall hold its Contractor solely responsible for the accordance with the construction documents. Any duty or obligation t for any third party, including the Contractor or any Subcontractor.

OLSSON

By: Ben J. Fitch

XX-50-550
 72% = Str = 333,984.
 14% = Wtr = 64,941.
 14% = Sewer = 64,941.

Pay App.

Project:

St. Paul Development Corporation Middle Loup Subdivision, St. Paul, Nebraska - 2023

Project #:

023-00398



8

Contractor:

Elsbury Construction LLC

Date:

10.29.24

ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL QUANTITY TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
						Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period						
BID SECTION A															
1	MOBILIZATION / DEMOLITION	L.S.	1	\$77,959.11	\$77,959.11	0.65	\$50,673.42	0.10	\$7,795.91		0.75	\$58,469.33	75%	\$19,489.78	\$5,846.93
2	REMOVE PAVEMENT	S.Y.	31	\$5.97	\$185.07	31.00	\$185.07	0.00	\$0.00		31.00	\$185.07	100%	\$0.00	\$18.51
3	REMOVE CONCRETE HEADER	L.F.	37	\$11.04	\$408.48	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$408.48	\$0.00
4	REMOVE TREE	L.S.	1	\$202,735.15	\$202,735.15	1.00	\$202,735.15	0.00	\$0.00		1.00	\$202,735.15	100%	\$0.00	\$20,273.52
5	REMOVE EXISTING PLUG	EA.	1	\$900.95	\$900.95	1.00	\$900.95	0.00	\$0.00		1.00	\$900.95	100%	\$0.00	\$90.10
6	7" CONCRETE PAVEMENT W/ INTEGRAL	S.Y.	17552	\$57.39	\$1,007,309.28	0.00	\$0.00	4,687.00	\$268,986.93		4,687.00	\$268,986.93	27%	\$738,322.35	\$26,898.69
7	5" CONCRETE PAVEMENT	S.Y.	45	\$57.39	\$2,582.55	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$2,582.55	\$0.00
8	BUILD CONCRETE HEADER	L.F.	74	\$27.59	\$2,041.66	0.00	\$0.00	37.00	\$1,020.83		37.00	\$1,020.83	50%	\$1,020.83	\$102.08
9	8" PVC SANITARY SEWER	L.F.	2215	\$36.16	\$80,094.40	2,215.00	\$80,094.40	0.00	\$0.00		2,215.00	\$80,094.40	100%	\$0.00	\$8,009.44
10	4" PVC SANITARY SEWER SERVICE	L.F.	795	\$27.37	\$21,759.15	795.00	\$21,759.15	0.00	\$0.00		795.00	\$21,759.15	100%	\$0.00	\$2,175.92
11	2" HDPE FORCE MAIN	L.F.	789	\$23.39	\$18,454.71	789.00	\$18,454.71	0.00	\$0.00		789.00	\$18,454.71	100%	\$0.00	\$1,845.47
12	48" DIA. SANITARY SEWER MANHOLE, T	EA.	9	\$4,517.24	\$40,655.16	9.00	\$40,655.16	0.00	\$0.00		9.00	\$40,655.16	100%	\$0.00	\$4,065.52
13	4" SEWER SERVICE CONNECTION	EA.	20	\$181.64	\$3,632.80	20.00	\$3,632.80	0.00	\$0.00		20.00	\$3,632.80	100%	\$0.00	\$363.28
14	PACKAGED LIFT STATION	EA.	1	\$152,774.68	\$152,774.68	0.60	\$91,664.81	0.00	\$0.00		0.60	\$91,664.81	60%	\$61,109.87	\$9,166.48
15	FLUSHING STATION	EA.	1	\$2,785.83	\$2,785.83	0.80	\$2,228.66	0.10	\$278.58		0.90	\$2,507.25	90%	\$278.58	\$250.72
16	CONNECT TO EXISTING MANHOLE	EA.	1	\$732.98	\$732.98	1.00	\$732.98	0.00	\$0.00		1.00	\$732.98	100%	\$0.00	\$73.30
17	8" D.I. WATER MAIN	L.F.	3818	\$54.99	\$209,951.82	3,818.00	\$209,951.82	0.00	\$0.00		3,818.00	\$209,951.82	100%	\$0.00	\$20,995.18
18	8" M.J. 45° BEND	EA.	8	\$576.62	\$4,612.96	8.00	\$4,612.96	0.00	\$0.00		8.00	\$4,612.96	100%	\$0.00	\$461.30
19	8" M.J. TEE	EA.	2	\$878.00	\$1,756.00	2.00	\$1,756.00	0.00	\$0.00		2.00	\$1,756.00	100%	\$0.00	\$175.60
20	8"X6" M.J. TEE	EA.	5	\$790.01	\$3,950.05	5.00	\$3,950.05	0.00	\$0.00		5.00	\$3,950.05	100%	\$0.00	\$395.01
21	8" M.J. SLEEVE	EA.	2	\$522.90	\$1,045.80	2.00	\$1,045.80	0.00	\$0.00		2.00	\$1,045.80	100%	\$0.00	\$104.58
22	8" GATE VALVE W/ BOX	EA.	7	\$2,355.93	\$16,491.51	7.00	\$16,491.51	0.00	\$0.00		7.00	\$16,491.51	100%	\$0.00	\$1,649.15
23	8" TAPPING TEE WITH VALVE	EA.	1	\$4,388.09	\$4,388.09	1.00	\$4,388.09	0.00	\$0.00		1.00	\$4,388.09	100%	\$0.00	\$438.61
24	8"X6" M.J. REDUCER	EA.	1	\$407.01	\$407.01	1.00	\$407.01	0.00	\$0.00		1.00	\$407.01	100%	\$0.00	\$40.70
25	FIRE HYDRANT ASSEMBLY W/ AUX. VALV	EA.	6	\$6,510.73	\$39,064.38	6.00	\$39,064.38	0.00	\$0.00		6.00	\$39,064.38	100%	\$0.00	\$3,906.44
26	1" WATER SERVICE TUBING	L.F.	1110	\$15.80	\$17,538.00	1,110.00	\$17,538.00	0.00	\$0.00		1,110.00	\$17,538.00	100%	\$0.00	\$1,753.80
27	WATER SERVICE CONNECTION	EA.	21	\$1,115.24	\$23,420.04	21.00	\$23,420.04	0.00	\$0.00		21.00	\$23,420.04	100%	\$0.00	\$2,342.00
28	TRACER WIRE TEST BOX	EA.	3	\$300.46	\$901.38	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$901.38	\$0.00
29	36" STORM SEWER PIPE	L.F.	1568	\$94.36	\$147,956.48	1,477.00	\$139,369.72	91.00	\$8,586.76		1,568.00	\$147,956.48	100%	\$0.00	\$14,795.65
30	24" STORM SEWER PIPE	L.F.	701	\$50.58	\$35,456.58	0.00	\$0.00	701.00	\$35,456.58		701.00	\$35,456.58	100%	\$0.00	\$3,545.66
31	18" STORM SEWER PIPE	L.F.	1135	\$33.78	\$38,340.30	61.00	\$2,060.58	1,074.00	\$36,279.72		1,135.00	\$38,340.30	100%	\$0.00	\$3,834.03
32	36" FLARED-END SECTION (RC)	EA.	1	\$1,555.47	\$1,555.47	1.00	\$1,555.47	0.00	\$0.00		1.00	\$1,555.47	100%	\$0.00	\$155.55
33	18" FLARED-END SECTION (RC)	EA.	2	\$812.71	\$1,625.42	0.00	\$0.00	2.00	\$1,625.42		2.00	\$1,625.42	100%	\$0.00	\$162.54
34	STORM JUNCTION BOX	EA.	5	\$6,477.22	\$32,386.10	3.00	\$19,431.66	1.75	\$11,335.14	\$528.00	4.75	\$31,294.80	97%	\$1,091.31	\$3,129.48
35	CURB INLET	EA.	10	\$3,947.66	\$39,476.60	0.00	\$0.00	7.50	\$29,607.45	\$3,250.00	7.50	\$32,857.45	83%	\$6,619.15	\$3,285.75
36	AREA INLET	EA.	2	\$5,329.66	\$10,659.32	0.00	\$0.00	1.00	\$5,329.66	\$2,221.00	1.00	\$7,550.66	71%	\$3,108.66	\$755.07
37	RIP RAP	TN.	13.6	\$50.21	\$682.86	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$682.86	\$0.00
38	EARTHWORK	L.S.	1	\$324,902.88	\$324,902.88	0.85	\$211,186.87	0.30	\$97,470.86		0.95	\$308,657.74	95%	\$16,245.14	\$30,865.77
39	SUBGRADE PREP	S.Y.	17852	\$1.79	\$31,955.08	0.00	\$0.00	4,687.00	\$8,389.73		4,687.00	\$8,389.73	26%	\$23,565.35	\$838.97
40	GRAVEL SURFACING	TN.	354	\$32.56	\$11,526.24	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$11,526.24	\$0.00
41	DEWATERING	L.S.	1	\$230,694.52	\$230,694.52	1.00	\$230,694.52	0.00	\$0.00		1.00	\$230,694.52	100%	\$0.00	\$23,069.45
42	EROSION CONTROL	L.S.	1	\$9,932.59	\$9,932.59	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$9,932.59	\$0.00
43	SILT FENCE	L.F.	2032	\$4.97	\$10,099.04	1,350.00	\$6,709.50	0.00	\$0.00		1,350.00	\$6,709.50	66%	\$3,389.54	\$670.95
44	SEEDING	AC.	37	\$1,655.43	\$61,250.91	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$61,250.91	\$0.00
45	CONSTRUCTION ENTRANCE	EA.	1	\$3,862.67	\$3,862.67	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$3,862.67	\$0.00
46	RELOCATE GAS LINE (1)	L.S.	1	\$147,921.33	\$147,921.33	1.00	\$147,921.33	0.00	\$0.00		1.00	\$147,921.33	100%	\$0.00	\$14,792.13
TOTAL OF ALL UNIT PRICE BID ITEMS BID SECTION A					\$3,078,821.39		\$1,595,270.58		\$512,163.57	\$5,999.00		\$2,113,433.15		\$965,388.24	\$211,343.31
BID SECTION B															
1	MOBILIZATION / DEMOLITION	L.S.	1	\$49,744.99	\$49,744.99	0.25	\$12,436.25	0.50	\$24,872.50		0.75	\$37,308.74	75%	\$12,436.25	\$3,730.87

2	REMOVE CONCRETE PAVEMENT	S.Y.	81	\$5.97	\$483.57	0.00	\$0.00	81.00	\$483.57	81.00	\$483.57	100%	\$0.00	\$48.36		
3	REMOVE ASPHALT PAVEMENT	S.Y.	265	\$5.97	\$1,582.05	0.00	\$0.00	265.00	\$1,582.05	265.00	\$1,582.05	100%	\$0.00	\$158.21		
4	REMOVE STRUCTURE	EA.	1	\$2,759.05	\$2,759.05	0.00	\$0.00	1.00	\$2,759.05	1.00	\$2,759.05	100%	\$0.00	\$275.91		
5	REMOVE TREE	EA.	2	\$1,931.34	\$3,862.68	0.00	\$0.00	2.00	\$3,862.68	2.00	\$3,862.68	100%	\$0.00	\$386.27		
6	REMOVE & RESET SIGN	EA.	3	\$331.09	\$993.27	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$993.27	\$0.00		
7	BUILD 10" DOWELED CONCRETE PAVEM	S.Y.	975	\$83.88	\$81,783.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$81,783.00	\$0.00		
8	18" REINFORCED CONCRETE STORM SE	L.F.	8	\$45.48	\$363.84	0.00	\$0.00	8.00	\$363.84	8.00	\$363.84	100%	\$0.00	\$36.38		
9	BUILD CURB INLET	EA.	1	\$5,054.68	\$5,054.68	0.00	\$0.00	0.90	\$4,558.21	0.90	\$4,558.21	90%	\$506.47	\$455.82		
10	BUILD STORM MANHOLE	EA.	1	\$4,595.82	\$4,595.82	0.00	\$0.00	1.00	\$4,595.82	1.00	\$4,595.82	100%	\$0.00	\$459.58		
11	ADJUST MANHOLE TO GRADE	EA.	2	\$1,103.62	\$2,207.24	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$2,207.24	\$0.00		
12	TRAFFIC CONTROL	L.S.	1	\$6,897.63	\$6,897.63	0.50	\$3,448.82	0.25	\$1,724.41	0.75	\$5,173.22	75%	\$1,724.41	\$517.32		
13	5" YELLOW, WET REFLECTIVE POLYURE	L.F.	2284	\$2.48	\$5,664.32	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$5,664.32	\$0.00		
14	5" WHITE, WET REFLECTIVE POLYUREA	L.F.	790	\$2.48	\$1,959.20	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,959.20	\$0.00		
15	12" YELLOW, WET REFLECTIVE POLYUR	L.F.	64	\$8.10	\$528.40	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$528.40	\$0.00		
16	LED STREET LIGHT/BREAKAWAY BASE F	EA.	3	\$6,069.91	\$18,209.73	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$18,209.73	\$0.00		
17	REMOVAL EXISTING STREET LIGHT	EA.	1	\$772.53	\$772.53	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$772.53	\$0.00		
18	RELOCATION OF EXISTING STREET LIGH	EA.	1	\$2,317.61	\$2,317.61	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$2,317.61	\$0.00		
19	POLE CONCRETE FOUNDATION	EA.	4	\$1,489.89	\$5,959.56	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$5,959.56	\$0.00		
20	#12 CU. POLE AND BRACKET	L.F.	400	\$0.55	\$220.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$220.00	\$0.00		
21	#6 600V THWN STRANDED CU.	L.F.	2340	\$2.21	\$5,171.40	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$5,171.40	\$0.00		
22	1-1/2" SCHED 40 PVC TRENCHED	L.F.	630	\$7.73	\$4,869.90	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$4,869.90	\$0.00		
23	1-1/2" SCHED 40 PVC BORED	L.F.	150	\$27.59	\$4,138.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$4,138.50	\$0.00		
24	EARTHWORK	L.S.	1	\$7,173.54	\$7,173.54	0.00	\$0.00	0.65	\$4,662.80	0.65	\$4,662.80	65%	\$2,510.74	\$466.28		
25	SUBGRADE PREP	S.Y.	1142	\$1.79	\$2,044.18	0.00	\$0.00	1,142.00	\$2,044.18	1,142.00	\$2,044.18	100%	\$0.00	\$204.42		
26	4" FOUNDATION COURSE	S.Y.	1142	\$8.78	\$10,026.76	0.00	\$0.00	1,142.00	\$10,026.76	1,142.00	\$10,026.76	100%	\$0.00	\$1,002.68		
27	EROSION CONTROL	L.S.	1	\$6,069.91	\$6,069.91	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$6,069.91	\$0.00		
28	SEEDING	AC.	0.45	\$4,414.49	\$1,986.52	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,986.52	\$0.00		
TOTAL OF ALL UNIT PRICE BID ITEMS BID SECTION B					\$237,503.88		\$15,885.06		\$61,535.87		\$77,420.93		\$160,982.95	\$7,742.09		
Change Order																
					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$0.00			
Contract Total					\$3,316,325.27		\$1,611,155.64		\$573,699.44		\$11,998.00		\$2,190,854.08	66%	\$1,125,471.19	\$219,085.41

Original Contract		\$3,218,403.94
+ CO 1		\$97,921.33
+ CO		\$0.00
+ CO		\$0.00
Total Contract to Date		<u>\$3,316,325.27</u>
Total Work Completed to Date		\$2,184,855.08
Total Materials Stored to Date		<u>\$11,998.00</u>
Total Value completed & Stored to Date		\$2,190,854.08
Retainage 10%		\$219,085.41
Net Total Due Less Retainage		<u>\$1,971,768.67</u>
- Pay AP 1		\$265,056.54
- Pay AP 2		\$54,738.49
- Pay AP 3		\$129,713.65
- Pay AP 4		\$350,729.73
- Pay AP 5		\$191,604.88
- Pay AP 6		\$265,942.40
- Pay AP 7		\$250,115.58
- Pay AP 8		
- Pay AP 9		
- Pay AP 10		
- Pay AP 11		
- Pay AP 12		
- Pay AP 13		
- Pay AP 14		
- Pay AP 15		
Total Previous		<u>\$1,507,901.27</u>
Net Amount Due This Estimate		\$463,867.40

Footnotes:
 Bid Section A
 (1) Item 45 - Unit Price updated from \$50,000.00 to \$147,921.33 per Change Order #1

Contractor's Application for Payment No. 8

To (Owner): St. Paul Development Corporation	Application Period: 9.19.24 - 10.28.24	Application Date: 10.29.24
Project: St. Paul Development Corporation Middle Loup Subdivision, St. Paul, Nebraska 2023	From (Contractor): Elsbury Construction LLC	Via (Engineer): Olsson
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 023-00398

**Application For Payment
Change Order Summary**

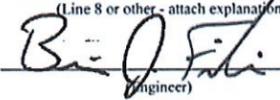
Approved Change Orders		
Number	Additions	Deductions
1	\$97,921.33	
TOTALS	\$97,921.33	
NET CHANGE BY CHANGE ORDERS	\$97,921.33	

1. ORIGINAL CONTRACT PRICE.....	\$	\$3,218,403.94
2. Net change by Change Orders.....	\$	\$97,921.33
3. Current Contract Price (Line 1 ± 2).....	\$	\$3,316,325.27
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$2,190,854.08
5. RETAINAGE:		
a. 10% X \$2,184,855.08 Work Completed.....	\$	\$218,485.51
b. 10% X \$5,999.00 Stored Material.....	\$	\$599.90
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$219,085.41
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,971,768.67
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,507,901.27
8. AMOUNT DUE THIS APPLICATION.....	\$	\$463,867.40
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$1,344,556.60

Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature
By:  Date: 10.29.24

Payment of: \$ 463,867.40
(Line 8 or other - attach explanation of the other amount)

is recommended by:  10/29/2024
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Bid Section A and Bid Section B						Application Number: 8					
Application Period: 9.19.24 - 10.28.24						Application Date: 10.29.24					
A				B	C	D	E	F			
Bid Item No.	Item Description	Unit	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
			Item Quantity	Unit Price	Total Value of Item (\$)						
Bid Section A											
1	MOBILIZATION / DEMOLITION	L.S.	1	\$77,959.11	\$77,959.11	0.75	\$58,469.33		\$58,469.33	75.0%	\$19,489.78
2	REMOVE PAVEMENT	SY.	31	\$5.97	\$185.07	31	\$185.07		\$185.07	100.0%	
3	REMOVE CONCRETE HEADER	L.F.	37	\$11.04	\$408.48						\$408.48
4	REMOVE TREE	L.S.	1	\$202,735.15	\$202,735.15	1	\$202,735.15		\$202,735.15	100.0%	
5	REMOVE EXISTING PLUG	EA.	1	\$900.95	\$900.95	1	\$900.95		\$900.95	100.0%	
6	7" CONCRETE PAVEMENT W/ INTEGRAL CURB	S.Y.	17552	\$57.39	\$1,007,309.28	4687	\$268,986.93		\$268,986.93	26.7%	\$738,322.35
7	5" CONCRETE PAVEMENT	S.Y.	45	\$57.39	\$2,582.55						\$2,582.55
8	BUILD CONCRETE HEADER	L.F.	74	\$27.59	\$2,041.66	37	\$1,020.83		\$1,020.83	50.0%	\$1,020.83
9	8" PVC SANITARY SEWER	L.F.	2215	\$36.16	\$80,094.40	2215	\$80,094.40		\$80,094.40	100.0%	
10	4" PVC SANITARY SEWER SERVICE	L.F.	795	\$27.37	\$21,759.15	795	\$21,759.15		\$21,759.15	100.0%	
11	2" HDPE FORCE MAIN	L.F.	789	\$23.39	\$18,454.71	789	\$18,454.71		\$18,454.71	100.0%	
12	48" DIA. SANITARY SEWER MANHOLE, TYPE I	EA.	9	\$4,517.24	\$40,655.16	9	\$40,655.16		\$40,655.16	100.0%	
13	4" SEWER SERVICE CONNECTION	EA.	20	\$181.64	\$3,632.80	20	\$3,632.80		\$3,632.80	100.0%	
14	PACKAGED LIFT STATION	EA.	1	\$152,774.68	\$152,774.68	0.6	\$91,664.81		\$91,664.81	60.0%	\$61,109.87
15	FLUSHING STATION	EA.	1	\$2,785.83	\$2,785.83	0.9	\$2,507.25		\$2,507.25	90.0%	\$278.58
16	CONNECT TO EXISTING MANHOLE	EA.	1	\$732.98	\$732.98	1	\$732.98		\$732.98	100.0%	
17	8" D.I. WATER MAIN	L.F.	3818	\$54.99	\$209,951.82	3818	\$209,951.82		\$209,951.82	100.0%	
18	8" M.J. 45° BEND	EA.	8	\$576.62	\$4,612.96	8	\$4,612.96		\$4,612.96	100.0%	
19	8" M.J. TEE	EA.	2	\$878.00	\$1,756.00	2	\$1,756.00		\$1,756.00	100.0%	
20	8"X6" M.J. TEE	EA.	5	\$790.01	\$3,950.05	5	\$3,950.05		\$3,950.05	100.0%	
21	8" M.J. SLEEVE	EA.	2	\$522.90	\$1,045.80	2	\$1,045.80		\$1,045.80	100.0%	
22	8" GATE VALVE W/ BOX	EA.	7	\$2,355.93	\$16,491.51	7	\$16,491.51		\$16,491.51	100.0%	
23	8" TAPPING TEE WITH VALVE	EA.	1	\$4,386.09	\$4,386.09	1	\$4,386.09		\$4,386.09	100.0%	
24	8"X6" M.J. REDUCER	EA.	1	\$407.01	\$407.01	1	\$407.01		\$407.01	100.0%	
25	FIRE HYDRANT ASSEMBLY W/ AUX. VALVE	EA.	6	\$6,510.73	\$39,064.38	6	\$39,064.38		\$39,064.38	100.0%	
26	1" WATER SERVICE TUBING	L.F.	1110	\$15.80	\$17,538.00	1110	\$17,538.00		\$17,538.00	100.0%	
27	WATER SERVICE CONNECTION	EA.	21	\$1,115.24	\$23,420.04	21	\$23,420.04		\$23,420.04	100.0%	
28	TRACER WIRE TEST BOX	EA.	3	\$300.46	\$901.38						\$901.38
29	36" STORM SEWER PIPE	L.F.	1568	\$94.36	\$147,956.48	1568	\$147,956.48		\$147,956.48	100.0%	
30	24" STORM SEWER PIPE	L.F.	701	\$50.58	\$35,456.58	701	\$35,456.58		\$35,456.58	100.0%	
31	18" STORM SEWER PIPE	L.F.	1135	\$33.78	\$38,340.30	1135	\$38,340.30		\$38,340.30	100.0%	
32	36" FLARED-END SECTION (RC)	EA.	1	\$1,555.47	\$1,555.47	1	\$1,555.47		\$1,555.47	100.0%	
33	18" FLARED-END SECTION (RC)	EA.	2	\$812.71	\$1,625.42	2	\$1,625.42		\$1,625.42	100.0%	
34	STORM JUNCTION BOX	EA.	5	\$6,477.22	\$32,386.10	4.75	\$30,766.80	\$528.00	\$31,294.80	96.6%	\$1,091.31
35	CURB INLET	EA.	10	\$3,947.66	\$39,476.60	7.5	\$29,607.45	\$3,250.00	\$32,857.45	83.2%	\$6,619.15

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Bid Section A and Bid Section B						Application Number: 8					
Application Period: 9.19.24 - 10.28.24						Application Date: 10.29.24					
A				B	C	D	E	F			
Bid Item No.	Item Description	Unit	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
			Item Quantity	Unit Price	Total Value of Item (\$)						
36	AREA INLET	EA.	2	\$5,329.66	\$10,659.32	1	\$5,329.66	\$2,221.00	\$7,550.66	70.8%	\$3,108.66
37	RIP RAP	TN.	13.6	\$50.21	\$682.86						\$682.86
38	EARTHWORK	L.S.	1	\$324,902.88	\$324,902.88	0.95	\$308,657.74		\$308,657.74	95.0%	\$16,245.14
39	SUBGRADE PREP	S.Y.	17852	\$1.79	\$31,955.08	4687	\$8,389.73		\$8,389.73	26.3%	\$23,565.35
40	GRAVEL SURFACING	TN.	354	\$32.56	\$11,526.24						\$11,526.24
41	DEWATERING	L.S.	1	\$230,694.52	\$230,694.52	1	\$230,694.52		\$230,694.52	100.0%	
42	EROSION CONTROL	L.S.	1	\$9,932.59	\$9,932.59						\$9,932.59
43	SILT FENCE	L.F.	2032	\$4.97	\$10,099.04	1350	\$6,709.50		\$6,709.50	66.4%	\$3,389.54
44	SEEDING	AC.	37	\$1,655.43	\$61,250.91						\$61,250.91
45	CONSTRUCTION ENTRANCE	EA.	1	\$3,862.67	\$3,862.67						\$3,862.67
46	RELOCATE GAS LINE	L.S.	1	\$147,921.33	\$147,921.33	1	\$147,921.33		\$147,921.33	100.0%	
Total of All Unit Price Bid Items for Bid Section A					\$3,078,821.39		\$2,107,434.15	\$5,999.00	\$2,113,433.15		\$965,388.24
Bid Section B											
1	MOBILIZATION / DEMOLITION	L.S.	1	\$49,744.99	\$49,744.99	0.75	\$37,308.74		\$37,308.74	75.0%	\$12,436.25
2	REMOVE CONCRETE PAVEMENT	S.Y.	81	\$5.97	\$483.57	81	\$483.57		\$483.57	100.0%	
3	REMOVE ASPHALT PAVEMENT	S.Y.	265	\$5.97	\$1,582.05	265	\$1,582.05		\$1,582.05	100.0%	
4	REMOVE STRUCTURE	EA.	1	\$2,759.05	\$2,759.05	1	\$2,759.05		\$2,759.05	100.0%	
5	REMOVE TREE	EA.	2	\$1,931.34	\$3,862.68	2	\$3,862.68		\$3,862.68	100.0%	
6	REMOVE & RESET SIGN	EA.	3	\$331.09	\$993.27						\$993.27
7	BUILD 10" DOWELED CONCRETE PAVEMENT	S.Y.	975	\$83.88	\$81,783.00						\$81,783.00
8	18" REINFORCED CONCRETE STORM SEWER PIPE	L.F.	8	\$45.48	\$363.84	8	\$363.84		\$363.84	100.0%	
9	BUILD CURB INLET	EA.	1	\$5,064.68	\$5,064.68	0.9	\$4,558.21		\$4,558.21	90.0%	\$506.47
10	BUILD STORM MANHOLE	EA.	1	\$4,595.82	\$4,595.82	1	\$4,595.82		\$4,595.82	100.0%	
11	ADJUST MANHOLE TO GRADE	EA.	2	\$1,103.62	\$2,207.24						\$2,207.24
12	TRAFFIC CONTROL	L.S.	1	\$6,897.63	\$6,897.63	0.75	\$5,173.22		\$5,173.22	75.0%	\$1,724.41
13	5" YELLOW, WET REFLECTIVE POLYUREA	L.F.	2284	\$2.48	\$5,664.32						\$5,664.32
14	5" WHITE, WET REFLECTIVE POLYUREA	L.F.	790	\$2.48	\$1,959.20						\$1,959.20
15	12" YELLOW, WET REFLECTIVE POLYUREA	L.F.	64	\$9.10	\$582.40						\$582.40
16	LED STREET LIGHT/BREAKAWAY BASE POLE ASSEMBLY	EA.	3	\$6,069.91	\$18,209.73						\$18,209.73
17	REMOVAL EXISTING STREET LIGHT	EA.	1	\$772.53	\$772.53						\$772.53
18	RELOCATION OF EXISTING STREET LIGHT	EA.	1	\$2,317.61	\$2,317.61						\$2,317.61
19	POLE CONCRETE FOUNDATION	EA.	4	\$1,489.89	\$5,959.56						\$5,959.56
20	#12 CU. POLE AND BRACKET	L.F.	400	\$0.55	\$220.00						\$220.00
21	#6 600V THWN STRANDED CU.	L.F.	2340	\$2.21	\$5,171.40						\$5,171.40
22	1-1/2" SCHED 40 PVC TRENCHED	L.F.	630	\$7.73	\$4,869.90						\$4,869.90
23	1-1/2" SCHED 40 PVC BORED	L.F.	150	\$27.59	\$4,138.50						\$4,138.50

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Bid Section A and Bid Section B						Application Number: 8					
Application Period: 9.19.24 - 10.28.24						Application Date: 10.29.24					
A				B	C	D	E	F			
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Unit	Item Quantity	Unit Price	Total Value of Item (\$)						
24	EARTHWORK	L.S.	1	\$7,173.54	\$7,173.54	0.65	\$4,662.80		\$4,662.80	65.0%	\$2,510.74
25	SUBGRADE PREP	S.Y.	1142	\$1.79	\$2,044.18	1142	\$2,044.18		\$2,044.18	100.0%	
26	4" FOUNDATION COURSE	S.Y.	1142	\$8.78	\$10,026.76	1142	\$10,026.76		\$10,026.76	100.0%	
27	EROSION CONTROL	L.S.	1	\$6,069.91	\$6,069.91						\$6,069.91
28	SEEDING	AC.	0.45	\$4,414.49	\$1,986.52						\$1,986.52
Total of All Unit Price Bid Items for Bid Section B									\$77,420.93	32.6%	\$160,082.95
Totals								\$5,999.00	\$2,190,854.08	66.1%	\$1,125,471.19

Stored Material Summary

Contractor's Application

For (Contract):				Application Number:							
Bid Section A and Bid Section B				8							
Application Period:				Application Date:							
9.19.24 - 10.28.24				10.29.24							
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
29	100277 02		Onsite	36" Storm Sewer Pipe	6/2024	\$107,313.92		\$107,313.92	7/2024	\$107,313.92	
30	100277 02		Onsite	24" Storm Sewer Pipe	6/2024	\$24,016.26		\$24,016.26		\$24,016.26	
31	100277 02		Onsite	18" Storm Sewer Pipe	6/2024	\$25,060.80		\$25,060.80	7/2024	\$25,060.80	
17	100277 02		Onsite	8" DIP	6/2024	\$125,230.40		\$125,230.40	8/2024	\$125,230.40	
9	100277 01		Onsite	8" SDR 35	6/2024		\$19,580.60	\$19,580.60	8/2024	\$19,580.60	
12	100277 01		Onsite	1030 Ring and Cover	6/2024		\$5,508.00	\$5,508.00	8/2024	\$5,508.00	
22	100277 01		Onsite	8" Gate Valve	6/2024		\$10,164.00	\$10,164.00	8/2024	\$10,164.00	
23	100277 01		Onsite	8" Tapping Tee w/valve	6/2024		\$2,325.00	\$2,325.00	8/2024	\$2,325.00	
25	100277 01		Onsite	Fire Hydrant	6/2024		\$18,990.00	\$18,990.00	8/2024	\$18,990.00	
25	100277 01		Onsite	6" Gate Valve	6/2024		\$5,538.00	\$5,538.00	8/2024	\$5,538.00	
26	100277 01		Warehouse	1" Copper Tube	6/2024		\$7,481.00	\$7,481.00	9/2024	\$7,481.00	
27	100277 01		Onsite	1" Saddle	6/2024		\$2,478.00	\$2,478.00	9/2024	\$2,478.00	
27	100277 01		Onsite	1" Corp	6/2024		\$1,995.00	\$1,995.00	9/2024	\$1,995.00	
27	100277 01		Onsite	1" Curb Stop	6/2024		\$1,395.00	\$1,395.00	9/2024	\$1,395.00	
27	100277 01		Onsite	Stop Box's	6/2024		\$1,449.00	\$1,449.00	9/2024	\$1,449.00	
34	100277 01		Onsite	1054 Ring and Cover	6/2024		\$2,640.00	\$2,640.00	10/2024	\$2,112.00	\$528.00
35	100277 01		Onsite	1706 Ring and Cover	6/2024		\$3,250.00	\$3,250.00			\$3,250.00
36	100277 01		Onsite	2126 Catch Basin Inlet	6/2024		\$4,442.00	\$4,442.00	10/2024	\$2,221.00	\$2,221.00
Totals						\$281,621.38	\$87,235.60	\$368,856.98		\$362,857.98	\$5,999.00

MIDDLE LOUP SUBDIVISION GENERAL AND LIGHT RESERVE TRANSFER OF FUNDS WORKSHEET

File: Shared: Middle Loup General & Light Transfer of Funds
 MIDDLE LOUP RIVER ENGINEERING FEES PAID THROUGH SALES TAX (ST PAUL DEVELOPMENT CORP INVOICING)

#	DATE OF TRANSFER	GENERAL DEPT. \$850,000.00	LIGHT DEPT. \$650,000.00	\$105,000.00 Oper. Budget	Bond Anticip Notes
			LIGHT DEPT. \$550,000.00	Sales Tax: Economic Dev.	Statement 5/15/2024
			23-24 Budget: \$100,000.00	PER COUNCIL APPROVAL	\$2,228,062.50
				APRIL 1, 2024	First National Omaha

#1	April 17, 2024	Elsbury Construction LLC \$265,056.54 Pay Request #1 (Gas Main Relocation; Mobilization; Bonds; Insurance; and Tree Removal) 21-50-550				Streets 72% Water 14% Sewer 14%
		General ICS Transfer: #103209 = \$266,000.00 TO: Checking 100027				
		Sub-Total: \$584,000.00	Sub-Total: \$750,000.00	Sub-Total: \$105,000.00	\$	2,228,062.50

#2	May 20, 2024	Elsbury Construction LLC \$54,738.49 Pay Request #2 (All Tree Removal per Olsson) 21-50-550				Streets 72% Water 14% Sewer 14%
		General ICS Transfer #103209 = \$55,000.00 TO: Checking 100027				
		Sub-Total: \$529,000.00	Sub-Total: \$750,000.00	Sub-Total: \$105,000.00	\$	2,228,062.50

#3	June 3, 2024	Elsbury Construction LLC Paid by Middle Loup River Anticipation Bond \$129,713.65 Pay Request #3 (Final Tree / Earthwork Begin) 21-50-550	Paid by Anticipation Bond	Tree Removal / Begin Earthwork (No Water or Sewer)	Paid by Middle Loup River Anticipation Bond	
		Sub-Total: \$529,000.00	Sub-Total: \$650,000.00	Sub-Total: \$105,000.00	\$	2,098,348.85
			BUDGET AMT: \$100,000.00			
			\$750,000.00			

#6	Elsbury Construction LLC	Elsbury Construction LLC \$350,729.73 Pay Request #4 Install erosion fencing and Pymt for onsite pipe material	Paid by Anticipation Bond		
			Friday, July 5, 2024		
		Drawdown #4: From Anticipation Bond: Streets \$252,526; Water \$49,102; Sewer \$49,102 =		\$	350,730.00
		NOTE: ICS: Transfer from Street; Water; Sewer ICS to Pay Drawdown (Anticipation Bond Funds)			
				PER COUNCIL APPROVAL	
				APRIL 1, 2024	
		Sub-Total: \$850,000.00	Sub-Total: \$453,639.91	Sub-Total: \$105,000.00	\$ 1,427,823.82
 					
#7	Elsbury Construction LLC	Elsbury Construction LLC \$191,604.88 Pay Request #5 Stored Material Sanitary Sewer & Water; Storm Sewer Install & Dewatering Cost	Paid by Anticipation Bond and Sales Tax (Eco. Dev.) \$105,000		
			Monday, August 5, 2024		
		Drawdown #5 = Sales Tax \$105,000 Check #489: #504420 (60-70-661); Street \$62,355.52;			\$191,604.88
		Water \$12,124.68; Sewer \$12,124.68 = Minus \$86,604.88		\$	(105,000.00)
		NOTE: ICS: Transfer from Street; Water; Sewer ICS to Pay Drawdown (Anticipation Bond Funds)			\$86,604.88
		as noted above.		PER COUNCIL APPROVAL	
				APRIL 1, 2024	
		Sub-Total: \$850,000.00	Sub-Total: \$453,639.91	Sub-Total: zero dollars -0-	\$ 1,341,218.94
 					

		Sub-Total: \$850,000.00	Sub-Total: \$453,639.91	Sub-Total: zero dollars -0-	\$ 1,341,218.94
#8	Elsbury Construction LLC	Elsbury Construction LLC \$265,942.40 Pay Request #6 Install Sanitary Sewer Main; Services, Manholes, Install Water Main and Dewatering			Minus: \$265,942.40
		Sub-Total: \$850,000.00	Sub-Total: \$453,639.91	Sub-Total: zero dollars -0-	\$ 1,075,276.54
#9	Elsbury Construction LLC	Elsbury Construction LLC \$250,115.58 Pay Request #7 Remainder gravity Sanitary Sewer & Water Main; Addl' Storm Sewer and begin US Hwy 281 work.			Minus: \$250,115.58
		Sub-Total: \$850,000.00	Sub-Total: \$453,639.91	Sub-Total: zero dollars -0-	\$ 825,160.96
#10	Elsbury Construction LLC	Elsbury Construction LLC \$463,867.40 Pay Request #8 Storm Sewer Installation; Street Paving; and Pavement Removal on Hwy 281			Minus: \$463,867.40
		Sub-Total: \$850,000.00	Sub-Total: \$453,639.91	Sub-Total: zero dollars -0-	\$ 361,293.56
					Streets 72%
					Water 14%
					Sewer 14%

Elsbury Construction LLC
Transfer of Funds RE: Pay Request #7
in the amount of \$463,867.40

Street (72%) = \$333,984.54 Expense: 21-70-160 (ICS #103349: G.L. #11205)
Revenue: 21-420 (Checking #100027: G.L. #11100)

Water (14%) = \$ 64,941.43 Expense: 02-70-160 (ICS #103225: G.L. #11205)
Revenue: 02-420 (Checking #100027: G.L. #11100)

Sewer (14%) = \$ 64,941.43 Expense: 03-70-160 (ICS #103241: G.L. #11205)
Revenue: 03-420 (Checking #100027: G.L. #11100)

Thank You.

Connie Jo Beck, City Clerk/Deputy Treasurer

City of St. Paul Regular Meeting

704 6th Street
St. Paul, NE 68873

Monday, October 21, 2024

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 21, 2024, at 6:30 p.m. Present were Mayor Mike Feeken and Council members Katie Kowalski, Chuck Schmid, Bill Peters & Brian Sack. 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 Feeken opened the meeting at 6:30 p.m. with 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 Feeken 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.

Mayor Feeken continued the meeting by announcing that 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 regard 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; per Mayor Feeken, there will be a five (5) minute limit per person on speaking.

Mayor Mike Feeken opened a public hearing at 6:31 p.m. pertaining to St. Paul Grocery, LLC. dba Hometown Market (1517 2nd Street) "Class D" Liquor License Application Job #18563.

Chief of Police Dan Howard was present to discuss City Attorney White's opinion on the "unsafe building" at 108 Howard Avenue. City Attorney White's recommendation to Chief of Police Howard is for the City to hire a structural engineer to inspect the 108 Howard Avenue apartment building and to provide the City with an opinion. The Mayor and Council members are requesting a letter before the next City Council meeting (November 4, 2024) from City Attorney White regarding: **(1)** conversation with Chief of Police Dan Howard on Monday, October 21, 2024; **(2)** recommending the City utilizing a structural engineer regarding the

unsafe building at 108 Howard Avenue; **(3)** opinion on the displacements of residents at 108 Howard Avenue; when can the displacement occur; can the tenant seek damages from the City or owner if the residents are displaced; **(4)** does the City of St. Paul have the right to deny turning on utilities for the tenant when renting an apartment at 108 Howard Avenue; **(5)** does the City have the right to prohibit tenants moving into the apartment building. This is all based on 108 Howard Avenue apartment complex being deemed unsafe. There was also a brief discussion on hiring a specialized attorney pertaining to this matter to recoup City funds. Council member Schmid moved to approve gathering structural engineering quotes from (1) Olsson's, Lincoln, NE; JEO Consulting Group, Lincoln, NE; and Miller & Associates, Kearney, NE. It is to be disclosed to the structural engineers that they may need to testify in court on litigation regarding the unsafe building. Council member Sack seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0. Mayor Feeken will have the authority to approve the structural engineer once the City receives the quotes.

Council member Sack moved to approve Bootlegger, Inc. Special Designated Liquor (SDL) application on Thursday, November 7, 2024, from 5:00 p.m. to 8:00 p.m. at 1108 2nd Street (outdoor) regarding a St. Paul Chamber of Commerce "sip and see" event. A Certificate of Insurance is current at the City Office. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0. Chief of Police Dan Howard approved the SDL.

Council member Kowalski moved to approve Bierman Contracting, Inc. Fire Station Construction Pay Request #4 in the amount of \$133,628.42 regarding storm drainage work, along with soil and concrete testing. Also for approval is City Clerk Beck transferring \$500,000 from the Fire Station Construction NPAIT account and depositing it to the Fire Station Construction checking account to absorb future pay requests. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Mayor Feeken opened the public comment period at 7:00 p.m. regarding the St. Paul Grocery, LLC. dba Hometown Market, 1517 2nd Street, "Class D" Liquor License application. Mayor Feeken closed the public comment period at 7:02 p.m. Council member Schmid moved to approve St. Paul Grocery, LLC. dba Hometown Market, 1517 2nd Street, "Class D" Liquor License application. Council member Peters seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Council member Sack moved to approve the Elmwood Cemetery Board's recommendations regarding (1) eliminating the Resident and Non-resident space rent and increasing a cemetery space to \$500 and (2) charge \$100 for cemetery staking fees, along with \$100 to locate the outer boundaries for sodding. Council member Peters seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Council member Schmid moved to approve Resolution 2024-22, amending the City of St. Paul "Fee Schedule" to reflect the changes regarding the City Elmwood Cemetery and adding liquor license new and renewal publication fees in the amount of \$15. The "Fee Schedule" will be

effective November 1, 2024. The last City "Fee Schedule" was approved on September 16, 2024, which became effective on October 1, 2024 (Resolution 2024-21). Council member Kowalski seconded the motion. Council member Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Council member Schmid moved to approve two (2) Property Improvement applications that have been recommended by the St. Paul Economic Development Board. (1) Jewell Howell (605 Howard Avenue) is re-facing the west awning of "The Den" sign in the amount of \$3,350; and (2) Brad Lassen (1122 7th Street) regarding the demolition of the house and trees in the amount of \$5,000. Council member Sack seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Council member Peters moved to approve the Consent Agenda Items: (1) Treasurer's Report September 2024; (2) Minutes of October 7, 2024 (regular) and Minutes of October 17, 2024 (special); (3) Disbursements of October 21, 2024; and (4) Zoning Minutes October 15, 2024. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Disbursements October 21, 2024

Amazon Capital Services (books)	2747.65
AT&T Mobility (service)	453.21
Aurora Cooperative (fuel)	1014.65
Beck, Connie Jo (LARM meeting mileage)	159.46
Berthelsen, Laura (parking, mileage)	187.80
Black Hills Energy (natural gas)	372.59
BTS Communications (telephone)	982.10
Cengage Learning (books)	163.95
Central District Health Dept (lab)	156.00
Charter Spectrum (service)	184.96
City Lights (utilities)	8869.09
City of St. Paul: Transfer from City Heritage Bank (transfer funds) to City Homestead Bank: Pay for Disbursements	300000.00
Clearly (telephone)	195.46
Cline Williams Law (atty fees)	87.00
Consumer Deposit: Rental: Ivey and Buchanan (rental deposit)	500.00
Custer County Recycling (service)	47.40
Dept of Health & Human Svcs (reimb)	143.00
Filter Care (service)	83.00
First Concord (service)	312.00
Goettsche, Roger (supplies)	230.60
Grand Island Independent (subscription)	446.39
Hamilton Information Svcs (service)	1568.50
Heartland Clerk's Assoc (dues)	20.00
Heartland Disposal (service)	5905.00
Homestead Bank (fees)	28.40

Homestead Bank: Wire Fee: 2010 Dist Bond	(wire fee)	8.00
Homestead Bank: Wire Fee: Gemini Crawler	(wire fee)	8.00
Hometown Leasing (lease)		44.12
Hometown Market (supplies)		3.79
Howard County Register of Deeds (fee)		20.00
Howard Greeley RPPD (utilities)		144134.82
Howard, Robert Jon (mileage)		113.90
Hydraulic Equipment Svc (service)		1850.00
Jim's Champlin (fuel)		1779.46
John Deere Financial (supplies)		7.64
Liberty Sand & Gravel (sand)		90.04
Loup Central Landfill (fees)		83.84
Macqueen (supplies)		1395.99
McCarty Construction (service)		5170.00
Mid-Nebraska Disposal (service)		4784.69
Midwest Service & Sales (supplies)		3456.84
Mobile Power Equipment (ACH) 1/2 Gemini Crawler (sewer crawler)		10348.00
M R Cleaning Service (service)		652.70
NE Dept of Agriculture (fees)		114.68
NE Dept of Revenue: Sales & Use Tax: Form 10 (tax)		14546.38
One Call Concepts (service)		25.48
Open Caret (service)		200.00
Overdrive Inc (books)		939.96
Overland Ready Mixed (concrete)		5494.03
Petty Cash (fee, supplies, car wash)		37.48
Phonograph Herald (publish)		623.92
Protective Equip Testing Lab (testing)		44.95
Quick Med Claims (service)		139.72
RVW Inc (service)		214.00
S E Smith & Sons (supplies)		203.93
Shaffer Communications (supplies)		209.14
Sherwin Williams (supplies)		55.43
SiteOne Landscape Supply (supplies)		1750.06
Smith Welding (service)		765.11
St. Paul Public School (custodian)		2250.00
St. Paul Veterinary Clinic (fee)		100.00
Thiel Tire & Auto (service)		1381.21
Triple T Disposal (service)		283.00
US Post Office (postage)		525.00
Wesco (supplies)		14243.83

Non-General Disbursements

City Insured Cash Sweep (ICS) Accounts	(transfer funds)	250115.58
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(Street; Water; Sewer) to Checking to Pay Elsbury Construction

Drawdown #7

Sales Tax #496: Tri-City Signs: "N" Welcome Sign Full Pymt (sign)	5000.00
Sales Tax #1298: Cline Williams: Middle Loup River (legal)	348.00
Subdivision legal	
TIF: S. Squared Enterprise: TIF October 2024 Proceeds (tif)	725.48
TIF: City of St. Paul Share MAD: Tif October 2024 Proceeds (tif)	4410.94
TIF: MAD Dev: Tif October 2024 (tif)	4410.94
Fire Station Construction: JEO Consulting Group (engineer fees)	11251.50
Light ICS #32066: City of St. Paul Transfer: to Light Checking (transfer)	4325.50
(Wesco Electrical Invoice: Ground Sleeve Transformer for Sub Con)	
Light ICS #32067: City of St. Paul Transfer: to Fire Station Construction (transfer)	32016.20
(Wesco Electrical Invoices \$3,317.03 & \$28,699.17)	
Light ICS #32068: City of St. Paul Transfer: to Light Checking (transfer)	30067.50
(Wesco Electrical Invoice #446444 Switch Gear Jay / Jackson)	
Keno: NE Dept of Revenue - 51C Qtrly Rpt (tax)	4564.00
Sales Tax: St. Paul Development Corp: Olsson #513614: Middle Loup River Subdivision (engineer fee)	10211.47
Fire Station Construction: Bierman Contracting Inc Pay Request #4 (pay request)	133628.42
NPAIT Fire Station Construction Transfer to Fire Station Construction (transfer)	500000.00
Checking Account to Pay Requests	

Council member Kowalski moved to approve ratifying all actions of Connie Jo Beck, the City of St. Paul's League Association of Risk Management (LARM) representative, identified in the minutes of the Annual Members' Meeting of the League Association of Risk Management (LARM) on Wednesday, October 2, 2024, including the election of nominees to the LARM Board of Directors. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Council member Schmid introduced Ordinance #1054, setting the compensation of the Officers and Employees of the City of St. Paul, Nebraska, and to provide for an effective date. This is pursuant to Nebraska Revised Statutes 17-108. Council member Kowalski moved to waive the three (3) readings of Ordinance #1054 at three (3) different occasions. Council member Sack seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0. Council member Peters moved for final passage of Ordinance #1054. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Peters & Sack voted aye, nays none. Motion carried 4/0.

Utilities Superintendent Helzer updates: Davis Street paving and dirt work in the Middle Loup River Subdivision has been completed (October 18, 2024); and other items of topic regarding the Middle Loup River Subdivision: speed limit sign (40 mph) needs to be replaced; it was taken down; more signs and markings need to be added, along with a street light; snow fencing and environment regulations.

Chief of Police Howard updates: (1) invited Mayor and Council to ride along with the Police Officers to see what they do; (2) two (2) nuisance letters were mailed to 1117 Elm Street regarding weeds, yard waste, trash & rubbish and 1104 7th Street regarding tall grass and weeds; (3) Police activity report was provided; and (4) three (3) Police Officers attended the POAN Conference; annual training has been completed by the Officers.

Mayor Mike Feeken update: St. Paul Fire Station Progress meeting on Thursday, November 7, 2024, at 11:00 a.m. in the City Council Chambers.

Chief of Police Howard public announcements: (1) The St. Paul Police Dept. is in partnership with the Central NE Council on Alcohol and Addiction; the Howard County Medical Center; Howard County Emergency Manager; Howard County Sheriff's Office and the Drug Enforcement Administration for the "Drug Take Back" project that will take place at the east entrance of the Howard County Medical Center; (2) On October 28, 2024 it is Red Ribbon week for anti-drug awareness; Chief of Police Howard will speak on this topic at the St. Paul Public School; and (3) on October 31, 2024 there will be a Trick or Treat "Ghost Walk" to downtown St. Paul.

Mayor Feeken adjourned the City Council meeting at 7:38 p.m.

Date

Mike Feeken, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

November 4, 2024 Disbursements

Gross Payroll - October 2024	103127.72
Amazon Capital (books, supplies)	614.67
Applied Concepts (supplies)	160.00
Blue Cross Blue Shield of NE (insurance)	19789.20
BOK Financial (bond)	111952.50
BOK Financial (bond)	65027.50
Bomgaars (supplies)	1287.36
Brehm's Drug (supplies)	101.60
Cengage Learning (books)	32.79
Charter Spectrum (service)	239.96
City Health Deductible Savings (insurance)	5082.00
City 125 Plan (insurance)	90.00
Comfort Inn - Kearney (lodging)	990.00
Custer County Recycling (service)	13.80
Dick's Repair (service)	391.90
Dinges Fire Company (supplies)	167.88
Eakes Office Solutions (service)	782.96
Elan Financial Svcs (training, supplies, meals, fuel, dues, parking)	4823.13
Elmwood Cemetery (service)	100.00
Elsbury Construction (Middle Loup River Subdivision (improvements)	463867.40
Heartland Disposal (service)	152.85
Howard Co. Register of Deeds (fee)	10.00
Ho Co. Treasurer (dispatch fee)	3334.89
Inland Truck Parts (service)	1083.31
LARM (insurance)	174.67
Madison Nat'l Life (insurance)	198.36
Menards (supplies)	398.90
Midwest Door & Hardware (supplies)	954.00
Midwest Service & Sales (service)	1780.44
Municipal Emergency Svc (service)	25.94
Mutual of Omaha (insurance)	127.08
NE Federal Surplus Property (Light Truck)	32500.00
NE Library Commission (fee)	500.00
Northland Securities (bond)	52312.50
Parts Bin (supplies)	610.56
Pioneer Door (repair)	452.03
SE Smith & Sons (supplies)	79.17
Sample, Matt (reimb)	24.00
Smith Welding (service)	48.21
State of NE Central Svcs (telephone)	4.10
Thompson, Ed (reimb)	100.00
Vogel Auto Repair (service)	418.48
Wells Plumbing (repair)	104.91
Wesco Distribution (supplies)	3397.36

Non-General

Transfer from Sales Tax M. Mkt to Sales Tax Checking (transfer) (to pay disbursements)	75000.00
Transfer from Fire Station Construction #103683 to Fire Station Construction ICS for Pledging Purposes (transfer)	500000.00
Fire Station Construction #103683 to City Light ICS #103217 (transfer) (Correct duplicate entry 10-15-24 Wesco Inv. 447025)	28699.17
Sales Tax: Street: Mtr Veh Tax: August 2024 Proceeds (Mtr Veh Tax)	6565.03
Sales Tax: Fire Station: August 2024 Proceeds (Fire Station)	17319.52
Sales Tax: 25% Infrastructure: August 2024 Proceeds (25% Infrast)	8659.76
Library ICS Ck#32079: Transfer to Library Ckg 100027 (transfer) (McCarty Library Concrete & Downspout work)	5170.00
Fire Station Construction ICS Transfer to Fire Station (transfer)	15000.00
Construction Ckg #103683 to Pay Bierman Contracting Drawdowns	1823.04
Light ICS #103217 Transfer to Light Ckg #100027 RE: (transfer) Wesco Invoices #464767 \$1190.04 & #463979 \$633.00	

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
71616	11/04/24	AMAZON CAPITAL SERVICES			
E 44-20-242		BOOKS	\$13.10	19G4-1961-6	Lib - books
E 44-20-242		BOOKS	\$68.59	19G4-1961-F	Lib - books
E 44-20-242		BOOKS	\$20.98	1C3G-RW47-	Lib - books
E 44-20-242		BOOKS	\$20.28	1DJY-R7XC-	Lib - books
E 44-20-242		BOOKS	\$18.99	1FCC-YN3H-	Lib - books
E 44-20-242		BOOKS	\$14.39	1FPH-1JY4-7	Lib - books
E 44-20-242		BOOKS	\$198.08	1GVM-YPMC	Lib - books
E 44-20-309		COMPUTER	\$14.99	1GVM-YPMC	Lib - HDMI to VGA computer adapter
E 44-20-242		BOOKS	\$14.24	1GY3-HMN9-	Lib - books
E 44-20-242		BOOKS	\$194.84	1LX4-4VX6-	Lib - books
E 44-20-242		BOOKS	\$15.19	1PTD-Q9D3-	Lib - books
E 44-20-242		BOOKS	\$21.00	1XXG-HXFN-	Lib - books
		Total	\$614.67		
71617	11/04/24	APPLIED CONCEPTS INC			
E 32-20-272		TOOLS	\$160.00	446659	Pol - #97 remote control for vehicle radar system
		Total	\$160.00		
71618	11/04/24	BLUE CROSS BLUE SHIELD OF NE			
E 02-10-130		INSURANCE	\$4,486.74	4292726	Wtr - health insurance
E 10-10-130		INSURANCE	\$3,030.78	4292726	Gen - health insurance
E 01-10-130		INSURANCE	\$2,436.51	4292726	Lgts - health insurance
E 42-10-130		INSURANCE	\$1,723.38	4292726	Park - health insurance
E 32-10-130		INSURANCE	\$1,723.38	4292726	Pol - health insurance
E 21-10-130		INSURANCE	\$3,446.77	4292726	Strs - health insurance
E 03-10-130		INSURANCE	\$2,941.64	4292726	Swr - health insurance
		Total	\$19,789.20		
71619	11/04/24	BOMGAARS SUPPLY INC			
E 03-20-270		UTILITY R & M	\$23.99	43070060	Swr - gauge for SBR
E 42-20-270		UTILITY R & M	\$42.96	43070222	Park - chain for swing
E 01-20-272		TOOLS	\$39.57	43070269	Lgts - 20v adapter for 18v drill, felling wedge for splitting tri-plex
E 34-20-270		UTILITY R & M	\$23.89	43070630	Cem - S hooks, key ring, fertilizer
E 01-20-272		TOOLS	\$16.04	43070747	Lgts - flush cut wood blade
E 03-20-272		TOOLS	\$811.97	43071032	Swr - compressor and air hose reel
E 03-20-231		CITY GAS & OIL	\$9.99	43072063	Swr - 2 cycle oil
E 03-20-272		TOOLS	\$13.59	43072707	Swr - pipe wrench
E 01-20-270		UTILITY R & M	\$31.42	43072863	Lgts - cable ties, No Trespassing signs for North Yards
E 42-20-270		UTILITY R & M	\$49.99	43073783	Park - tripod sprinkler
E 03-20-270		UTILITY R & M	\$8.98	43074429	Swr - cleaners
E 02-20-270		UTILITY R & M	\$49.20	43074652	Wtr - wheels for cart
E 03-20-270		UTILITY R & M	\$10.99	43074675	Swr - peg hooks
E 01-20-270		UTILITY R & M	\$45.11	43075777	Lgts - casters for wire stripper, fasteners, batteries, landscape timbers
E 03-20-270		UTILITY R & M	\$3.80	43075911	Swr - fasteners
E 01-20-270		UTILITY R & M	\$74.89	43076084	Lgts - measuring wheel

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 03-20-270		UTILITY R & M	\$12.99	43076151	Swr - absorbent
E 03-20-270		UTILITY R & M	\$17.99	43076324	Swr - nitrile gloves
		Total	\$1,287.36		
71620	11/04/24	BREHM'S DRUG, INC.			
E 32-20-295		PUBLIC RELATIONS	\$30.40	82931	Pol - candy for Homecoming parade
E 36-20-210		PROF&SCHOOLS	\$53.20	82932	EMS - candy for Homecoming parade
E 31-20-210		PROF&SCHOOLS	\$18.00	82933	Fire - candy for Homecoming parade
		Total	\$101.60		
71621	11/04/24	CENGAGE LEARNING INC / GALE			
E 44-20-242		BOOKS	\$32.79	85793276	Lib - books
		Total	\$32.79		
71622	11/04/24	CHARTER/SPECTRUM			
E 31-20-220		COMMUNICATION	\$129.98	17621670110	Fire - internet service
E 10-20-220		COMMUNICATION	\$109.98	17621670110	Gen - internet service
		Total	\$239.96		
71623	11/04/24	CITY HEALTH DEDUCTIBLE SAVINGS			
E 42-10-130		INSURANCE	\$363.00		Park - health reimbursement
E 03-10-130		INSURANCE	\$1,089.00		Swr - health reimbursement
E 01-10-130		INSURANCE	\$726.00		Lgts - health reimbursement
E 21-10-130		INSURANCE	\$726.00		Strs - health reimbursement
E 02-10-130		INSURANCE	\$1,089.00		Wtr - health reimbursement
E 10-10-130		INSURANCE	\$726.00		Gen - health reimbursement
E 32-10-130		INSURANCE	\$363.00		Pol - health reimbursement
		Total	\$5,082.00		
71624	11/04/24	CITY OF ST PAUL 125 PLAN			
E 02-10-130		INSURANCE	\$30.00		Wtr - life insurance
E 03-10-130		INSURANCE	\$10.00		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	\$90.00		
71625	11/04/24	COMFORT INN - KEARNEY			
E 32-20-210		PROF&SCHOOLS	\$330.00		Pol - lodging during POAN conference - Dan Howard
E 32-20-210		PROF&SCHOOLS	\$330.00		Pol - lodging during POAN conference - Jon Howard
E 32-20-210		PROF&SCHOOLS	\$330.00		Pol - lodging during POAN conference - Thomas Holmes
		Total	\$990.00		
71626	11/04/24	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$13.80	665	Lndfl - recycling trailer
		Total	\$13.80		
71627	11/04/24	DICKS REPAIR			
E 01-20-270		UTILITY R & M	\$97.98	35828	Lgts - compressor repairs

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 02-20-270		UTILITY R & M	\$97.98	35828	Wtr - compressor repairs
E 21-20-270		UTILITY R & M	\$97.97	35828	Strs - compressor repairs
E 42-20-270		UTILITY R & M	\$97.97	35828	Park - compressor repairs
		Total	\$391.90		
71628	11/04/24	DINGES FIRE COMPANY			
E 31-50-540		MACH & EQUIPMENT	\$167.88	48372	Fire - Sensor O2
		Total	\$167.88		
71629	11/04/24	EAKES OFFICE SOLUTIONS			
E 01-20-520		BLDG/ R & M	\$220.88	INV596873	Lgts - copier contract (7/25/24 to 10/24/24)
E 02-20-520		BLDG/ R & M	\$220.88	INV596873	Wtr - copier contract (7/25/24 to 10/24/24)
E 03-20-520		BLDG/ R & M	\$220.88	INV596873	Swr - copier contract (7/25/24 to 10/24/24)
E 32-20-520		BLDG/ R & M	\$116.33	INV596874	Pol - copier contract (7/25/24 to 10/24/24)
E 10-20-520		BLDG/ R & M	\$3.99	INV597349	Gen - copier contract (7/25/24 to 10/24/24) Matt's office
		Total	\$782.96		
71630	11/04/24	ELAN FINANCIAL SERVICES			
E 10-20-210		PROF&SCHOOLS	\$22.27	0177	Gen - meal during LARM Bd Mtg for Connie Jo Beck
E 01-20-252		Personal Protective Equip	\$123.55	0357	Lgts - electrical gloves
E 32-20-210		PROF&SCHOOLS	\$200.00	0390	Pol - POAN conference registration - Dan Howard
E 32-20-210		PROF&SCHOOLS	\$200.00	0390	Pol - POAN conference registration - Jon Howard
E 32-20-210		PROF&SCHOOLS	\$200.00	0390	Pol - POAN conference registration - Thomas Holmes
E 32-20-210		PROF&SCHOOLS	\$55.98	1643	Pol - meals during POAN conference for Dan, Jon & Thomas
E 32-20-272		TOOLS	\$304.58	1698	Pol - Life Vac travel kits
E 32-20-271		VEHICLE R & M	\$5.00	2482	Pol - car wash
E 32-20-272		TOOLS	\$140.70	2755	Pol - evidence supplies
E 32-20-210		PROF&SCHOOLS	\$9.72	4284	Pol - meal during POAN conference
E 32-20-211		ADM. & DUES	\$20.00	4507	Pol - POAN membership dues - Dan Howard
E 32-20-211		ADM. & DUES	\$20.00	4507	Pol - POAN membership dues - Jon Howard
E 32-20-211		ADM. & DUES	\$20.00	4507	Pol - POAN membership dues - Matt Sample
E 32-20-211		ADM. & DUES	\$20.00	4507	Pol - POAN membership dues - Thomas Holmes
E 01-20-252		Personal Protective Equip	\$84.54	4645	Lgts - FRMC shirt
E 32-20-272		TOOLS	\$34.92	4865	Pol - shipping & handling for evidence supplies
E 10-20-210		PROF&SCHOOLS	\$27.00	5530	Gen - parking at hotel for LONM conference for Connie Jo Beck
E 01-20-231		CITY GAS & OIL	\$113.93	5923	Lgts - fuel for new light dept truck
E 21-20-272		TOOLS	\$169.99	5986	Strs - sand blaster
E 10-20-210		PROF&SCHOOLS	\$13.97	6931	Gen - meal during LONM conference for Laura Berthelsen
E 01-20-252		Personal Protective Equip	\$322.08	7460	Gen - FRMC shirts
E 32-20-210		PROF&SCHOOLS	\$54.16	7846	Pol - meals during POAN conference for Jon & Thomas
E 10-20-210		PROF&SCHOOLS	\$13.20	8577	Gen - meal during LONM conference for Laura Berthelsen
E 10-20-210		PROF&SCHOOLS	\$29.01	8851	Gen - meal during LONM conference for Connie Jo Beck

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 10-20-210		PROF&SCHOOLS	\$41.60	8866	Gen - meals during LONM conference for Laura Berthelsen and Connie Jo Beck
E 32-20-272		TOOLS	\$627.00	9078	Pol - trauma kits and medical pouches
E 01-20-272		TOOLS	\$1,924.93	9658	Lgts - wire stripper machine
E 01-20-266		DocuSend Fee	\$25.00	9678	Lgts - fee to email utility bills
		Total	\$4,823.13		
71631	11/04/24	ELMWOOD CEMETERY			
E 34-20-315		CEMETERY PERPETUAL	\$100.00		Cem - perpetual care - Jerry Bahensky
		Total	\$100.00		
71632	11/04/24	HEARTLAND DISPOSAL INC			
E 31-20-520		BLDG/ R & M	\$56.55	225222	Fire - sanitation disposal
E 04-20-521		GROUND / R & M	\$56.36	225222	Lndfl - sanitation disposal from City office
E 21-20-520		BLDG/ R & M	\$39.94	225222	Strs - sanitation disposal from North yards
		Total	\$152.85		
71633	11/04/24	HOWARD CO REGISTER OF DEEDS			
E 34-20-216		RECORDING FEE	\$10.00		Cem - recording fee - Bahensky certificate
		Total	\$10.00		
71634	11/04/24	HOWARD COUNTY TREASURER (CCCC)			
E 32-20-214		DISPATCHER	\$3,334.89		Pol - dispatcher pay
		Total	\$3,334.89		
71635	11/04/24	INLAND TRUCK PARTS COMPANY			
E 21-20-271		VEHICLE R & M	\$1,083.31	IN-1696782	Strs - #48 replaced ICP sensor and a new connector
		Total	\$1,083.31		
71636	11/04/24	LARM			
E 32-20-250		CITY INSURANCE	(\$371.42)	111685	Pol - remove 2016 Chevy Impala
E 01-20-250		CITY INSURANCE	\$546.09	111685	Lgts - add 2018 Ford F350 SD XL 4x4
		Total	\$174.67		
71637	11/04/24	MADISON NATIONAL LIFE			
E 42-10-130		INSURANCE	\$11.02	1655738	Park - life insurance
E 03-10-130		INSURANCE	\$33.06	1655738	Swr - life insurance
E 01-10-130		INSURANCE	\$33.06	1655738	Lgts - life insurance
E 21-10-130		INSURANCE	\$22.04	1655738	Strs - life insurance
E 02-10-130		INSURANCE	\$33.06	1655738	Wtr - life insurance
E 10-10-130		INSURANCE	\$22.04	1655738	Gen - life insurance
E 32-10-130		INSURANCE	\$44.08	1655738	Pol - life insurance
		Total	\$198.36		
71638	11/04/24	MENARDS, INC			
E 21-20-272		TOOLS	\$398.90	93452	Strs - paint sprayer and sand
		Total	\$398.90		
71639	11/04/24	MIDWEST DOOR & HARDWARE			
E 04-20-521		GROUND / R & M	\$954.00	108860	Lndfl - padlocks and keys

***Check Detail Register©**

Batch: Disb Nov4

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$954.00		
71640	11/04/24	MIDWEST SERVICE AND SALES CO.			
E 21-20-271		VEHICLE R & M	\$1,780.44	36140	Strs - #7 & #7A wear plates
Total			\$1,780.44		
71641	11/04/24	MUNICIPAL EMERGENCY SERVICES			
E 31-20-270		UTILITY R & M	\$25.94	IN2132761	Fire - charging cable for thermal imager
Total			\$25.94		
71642	11/04/24	MUTUAL OF OMAHA			
E 42-10-130		INSURANCE	\$7.20	1782447613	Park - life insurance
E 03-10-130		INSURANCE	\$21.60	1782447613	Swr - life insurance
E 01-10-130		INSURANCE	\$21.60	1782447613	Lgts - life insurance
E 21-10-130		INSURANCE	\$14.40	1782447613	Strs - life insurance
E 02-10-130		INSURANCE	\$21.60	1782447613	Wtr - life insurance
E 10-10-130		INSURANCE	\$14.40	1782447613	Gen - life insurance
E 32-10-130		INSURANCE	\$26.28	1782447613	Pol - life insurance
Total			\$127.08		
71643	11/04/24	NEBRASKA LIBRARY COMMISSION			
E 44-20-242		BOOKS	\$500.00	32698	Lib - OverDrive annual participation fee (10/1/24 to 9/30/25)
Total			\$500.00		
71644	11/04/24	PARTS BIN, INC.			
E 21-20-271		VEHICLE R & M	\$142.20	34338	Strs - #7A air and fuel filters
E 21-20-271		VEHICLE R & M	\$438.69	35012	Strs - #10 batteries
E 21-20-270		UTILITY R & M	\$13.99	35898	Strs - coupler for new sandblaster hose
E 21-20-271		VEHICLE R & M	\$15.68	35940	Strs - antifreeze and air brake conditioner for street vehicles
Total			\$610.56		
71645	11/04/24	PIONEER DOOR			
E 01-20-520		BLDG/ R & M	\$452.03	53491	Lgts - door opener repair on North yards main shop
Total			\$452.03		
71646	11/04/24	S E SMITH AND SONS			
E 01-20-270		UTILITY R & M	\$79.17	671846	Lgts - lathe and 12" fish stick for measuring curb stop depth and marking at Middle Loup River Subdivision
Total			\$79.17		
71647	11/04/24	SAMPLE, MATHEW			
E 32-20-271		VEHICLE R & M	\$13.00		Pol - reimbursement for car wash for Homecoming parade
E 32-20-271		VEHICLE R & M	\$11.00		Pol - reimbursement for car wash
Total			\$24.00		
71648	11/04/24	SMITH WELDING SHOP, INC			
E 01-20-540		MACH & EQUIPMENT	\$42.69	31736	Lgts - #69 cutting bin dividers for new #69
E 21-20-271		VEHICLE R & M	\$5.52	31741	Strs - #4 5/8" rod

***Check Detail Register©**

Batch: Disb Nov4

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$48.21		
71649	11/04/24	STATE OF NEBRASKA CENTRAL SERV			
E 42-20-220		COMMUNICATION	\$2.05	1452894	Park - telephone service
E 41-20-220		COMMUNICATION	\$2.05	1452894	Pool - telephone service
Total			\$4.10		
71650	11/04/24	THOMPSON, EDWARD			
E 01-20-272		TOOLS	\$100.00		Lgts - reimbursement for 3-ton chain hoist at North yards main shop
Total			\$100.00		
71651	11/04/24	VOGEL AUTO REPAIR, LLC			
E 03-20-271		VEHICLE R & M	\$418.48	13660	Swr - #8A batteries
Total			\$418.48		
71652	11/04/24	WELLS PLUMBING CO, INC			
E 02-20-520		BLDG/ R & M	\$104.91	63343	Wtr - check & clean water heater unit
Total			\$104.91		
71653	11/04/24	WESCO DISTRIBUTION, INC.			
E 01-20-270		UTILITY R & M	\$206.78	458893	Lgts - dead end grip
E 01-20-270		UTILITY R & M	\$569.01	458894	Lgts - ground wire molding
E 01-50-550		IMPROVEMENTS	\$633.00	463979	Lgts - CT's for sub con transformer at Middle Loup River Sub
E 01-20-270		UTILITY R & M	\$798.53	464766	Lgts - electric inventory
E 01-50-550		IMPROVEMENTS	\$1,190.04	464767	Lgts - CT's for Fire Station transformer
Total			\$3,397.36		
11100			\$48,646.51		

***Check Detail Register©**

Batch: Disb Nov4

Check # Check Date Vendor Name Amount Invoice Comment

Fund Summary

11100 CHECKING

01 LIGHTS	\$10,954.43
02 WATER	\$6,133.37
03 SEWER	\$5,648.95
04 LANDFILL	\$1,024.16
10 GENERAL	\$4,074.24
21 STREETS	\$8,415.84
31 FIREMEN	\$398.35
32 POLICE	\$8,353.00
34 CEMETERY	\$133.89
36 AMBULANCE	\$53.20
41 POOL	\$2.05
42 PARK	\$2,307.57
44 LIBRARY	\$1,147.46
	<hr/>
	\$48,646.51

MIKE FEEKEN, MAYOR

SDL – LOCAL RECOMMENDATION

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

Need 2/1/25: Cert of Ins.
on 1-15-25! CB

YK-125862 Nicholas Ryan dba Prairie Creek Vineyards

License # _____ Licensee Name/Non-Profit Organization _____

Event location name: St. Paul Civic Center

Event address/location: 423 Howard Ave. St. Paul, NE 68873

Event Type: reception. samples, sales by the glass, sales by the bottle

Event date(s): 2/1/25 Saturday

Event start time(s): 3pm

Event end time(s): 11pm

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

Indoor area to be licensed in length & width: 100 X 200

Outdoor area to be licensed in length & width: _____ X _____ (Must submit a diagram)

Estimated number of attendees: 200

Alternate dates/times: n/a

Alternate location name/location: n/a

Type of alcohol to be served: Beer _____ Wine Distilled Spirits _____

Event contact name: Katrina Benner Event contact phone number: 970-222-3212

Event contact Email: katie@prairiecreekwine.com

*Signature Authorized Representative: Nicholas Ryan

Local Governing Body completes below:

The local governing body for the City of St. Paul, NE **OR** County of _____ approves the issuance of a Special Designated License as requested above.

Local Governing Body Authorized Signature

Date

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

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

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

AGREEMENT OF ALCOHOL CATERER

EVENT: HC MC Fundraiser DATE: 2-1-25

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

1. CATERER shall follow all laws and rules regarding the provision of alcoholic beverages within the City Limits of the CITY OF ST. PAUL.

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

3. All responsibilities for damages or problems, legal or otherwise, which might result from providing alcoholic beverages in the City Limits of the CITY OF ST. PAUL, shall be assumed by CATERER and CATERER agrees to hold the CITY harmless from any liability and indemnify the CITY OF ST. PAUL for any costs incurred arising from CATERER's services in the City Limits of the CITY OF ST. PAUL.

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

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

CITY OF ST. PAUL, NEBRASKA

DATE: 10-23-24

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

CATERER NAME: Nicholas Ryan, Owner

DATE: 10/23/2024

BY: Nicholas Ryan
Authorized Agent of Caterer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shannon Hannappel c/o FBL Financial Group Inc. 1105 16th St Box 234 Central City, NE 68826	CONTACT NAME: Shannon Hannappel PHONE (A/C, No, Ext): (308) 946-3893 E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE INSURER A: Western Agricultural Ins. Co.		NAIC # 27871
INSURED NICHOLAS RYAN DBA PRAIRIE 1600 16TH ST CENTRAL CITY, NE 688261816	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/>	<input type="checkbox"/>	AMP6007011	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	AMP6007011	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	AMW6003337	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Liquor Liability Coverage- \$ 1,000,000, \$2,000,000- Aggregate

CERTIFICATE HOLDER City of St Paul 704 6th Street St Paul, NE 68873	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jon Swartz, Underwriting Vice President
---	---

Connie Beck

From: Katie Benner <katie@prairiecreekwine.com>
Sent: Wednesday, October 23, 2024 1:13 PM
To: kbutcher@hcmc.us.com; Connie Beck
Subject: Local Approval for SDL for Feb 1, 2025
Attachments: St Paul Civic Center SDL local recommendation.pdf

Good Afternoon,

I am attaching a local approval form to apply for a Special Designated Liquor license. We are hoping to attend the HCMC fundraiser at the St. Paul Civic Center on Feb 1, 2025. If you could please add me to the agenda for your next meeting, I would appreciate it. Unless more information is needed, I do not plan to attend the meeting in person.

We will be sampling our wine, and offering glass and bottle sales.

Thank you for the consideration, I look forward to receiving a signed copy after your council meeting.

Katie Benner

Prairie Creek
VINEYARD & WINERY

1600 16th St. Central City, NE 68826

970.222.3212

prairiecreekwine.com

SDL - LOCAL RECOMMENDATION

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

47-082914 Area St. Paul Chamber of Commerce Inc
License # Licensee Name/Non-Profit Organization

Event location name: St. Paul Civic Center

Event address/location: 423 Howard Ave St. Paul NE 68873

Event Type: Fundraiser for St. Paul Area Chamber of Commerce

Event date(s): 11/16/24 Saturday

Event start time(s): 1pm

Event end time(s): 12am

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

Indoor area to be licensed in length & width: 61 X 99

Outdoor area to be licensed in length & width: 0 X 0 (Must submit a diagram)

Estimated number of attendees: 100 people

Alternate dates/times: N/A

Alternate location name/location: N/A

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Jordan Robinson Event contact phone number: 308 754 5558

Event contact Email: Chamber@StPaul.StPaulWeChamber.org

*Signature Authorized Representative: [Signature]

Local Governing Body completes below:

The local governing body for the City of St. Paul, NE OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

11-4-24
Date



APPLICATION FOR SPECIAL DESIGNATED LICENSE

Non-Profit Applicants ONLY

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

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

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

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

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

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

St Paul Area Chamber of Commerce Inc
NAME OF CORPORATION

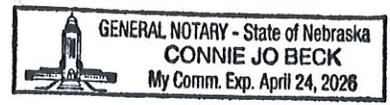
47-0482978
FEDERAL ID NUMBER

[Signature] Ex Director
SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 30th DAY OF October, 2024.

[Signature]
NOTARY PUBLIC SIGNATURE & SEAL



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

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

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

AGREEMENT OF ALCOHOL CATERER

EVENT: Tailgate with the Chamber DATE: 11/16/2024

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

1. CATERER shall follow all laws and rules regarding the provision of alcoholic beverages within the City Limits of the CITY OF ST. PAUL.

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

3. All responsibilities for damages or problems, legal or otherwise, which might result from providing alcoholic beverages in the City Limits of the CITY OF ST. PAUL, shall be assumed by CATERER and CATERER agrees to hold the CITY harmless from any liability and indemnify the CITY OF ST. PAUL for any costs incurred arising from CATERER's services in the City Limits of the CITY OF ST. PAUL.

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

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

CITY OF ST. PAUL, NEBRASKA

DATE: 10-30-24

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

CATERER NAME: X [Signature]

DATE: 10-30-24

BY: Chamber of Commerce
Authorized Agent of Caterer

November 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27 October 17, 2024	28 October 17, 2024	29 October 18, 2024	30 October 21, 2024	31 October 22, 2024	1 October 23, 2024	2 October 24, 2024
3 October 24, 2024	4 October 24, 2024	5 October 25, 2024	6 October 28, 2024 <i>SINE</i> <i>lined</i>	7 October 29, 2024	8 October 30, 2024	9 October 31, 2024
10 October 31, 2024	11 October 31, 2024 Holiday: Veteran's Day	12 October 31, 2024	13 November 1, 2024	14 November 4, 2024	15 November 5, 2024	16 November 6, 2024
17 November 6, 2024	18 November 6, 2024	19 November 7, 2024	20 November 8, 2024	21 November 12, 2024	22 November 13, 2024	23 November 14, 2024
24 November 14, 2024	25 November 14, 2024	26 November 15, 2024	27 November 18, 2024	28 November 19, 2024 Holiday: Thanksgiving Day	29 November 19, 2024 Holiday: Day After Thanksgiving	30 November 19, 2024
1 November 19, 2024	2 November 19, 2024	3 November 20, 2024	4 November 21, 2024	5 November 22, 2024	6 November 25, 2024	7 November 26, 2024

AGENDA ITEM REQUEST FORM

Anyone wishing to place an item 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: Nov 4th

Requested Agenda Item: SDL Chamber

Please state your Agenda Item (please be specific, providing documentation if available):

SDL application for Awards Banquet Nov 16th 2024

What action do you want the City Council to take? Approve SDL

Will this project/item require City funding? YES ___ NOX ___ If so, how much? ___

Name (please print): Jordan Robinson

Name (signature): JR

Address: 619 Howard Ave St. Paul NE 68873

Phone Number: 308-754-8149 754-5558

.....
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: _____



October 15, 2024

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

Re: Renewal of Contract
for Street Superintendent and Engineering Services

Dear Mayor and City Council:

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

As you will notice, we have replaced our standard Letter Agreement with a Master Agreement for Professional Services. This saves from negotiating a new Letter Agreement including General Provisions each year and allows you to contract with Olsson for services in advance of having a specific project. When you have an actual project, a Work Order for that project is completed that defines the detail of the actual work and the form of compensation to Olsson.

The signed contract in-place expires on December 31, 2024; therefore, we have enclosed a Master Agreement for Professional Services, along with:

Work Order 1: Perform on-call services only as requested by your community.

Work Order 2: Perform street superintendent services.

These work orders will extend our services to your community through December 31, 2025.

We are requesting you have the attached Master Agreement for Professional Services and Work Orders 1 and 2 reviewed for approval at your next council meeting. The Agreement appoints Brian Friedrichsen as your Street Superintendent and Olsson as your City Engineer. 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 and Work Orders, return a signed copy to us and keep a copy for your records. You can choose to discontinue our services anytime during the course of the Agreement.

Olsson takes 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 "Brian Friedrichsen".

Brian Friedrichsen, PE
Olsson

Attachments



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

January 1, 2025

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

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Mayor and City Council:

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

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. Two Work Orders are included for the upcoming years' Consulting Services and Street Superintendent.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order 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 Master 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 Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

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 SERVICES

Details of the schedule for each project will be outlined in the Work Order.

City of St. Paul
Connie Jo Beck
January 1, 2025

COMPENSATION

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client's designated representative shall be Connie Jo Beck.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson, 201 E 2nd Street, Grand Island, Nebraska 68801. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Brian Friedrichsen
Brian Friedrichsen

By Jeff R. Palik
Jeff R. Palik

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

CITY OF ST. PAUL

By _____
Signature

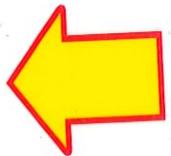
Printed Name _____

Title _____

Dated: _____

Attachments

- General Provisions
- Standard Labor Billing Rate Schedule
- Reimbursable Expense Schedule
- Master Agreement Work Order No. 1
- Master Agreement Work Order No. 2



GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 1, 2025 between the City of St. Paul ("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 Except to the extent prohibited by law, 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. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that 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. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

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/Severability

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. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

Olsson 2024 Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$140.00 - \$463.00
Project Manager	\$129.00 - \$274.00
Project Professional	\$95.00 - \$242.00
Assistant Professional	\$71.00 - \$178.00
Designer	\$90.00 - \$216.00
CAD Operator	\$59.00 - \$137.00
Administrative/Clerical	\$47.00 - \$206.00
Survey	\$56.00 - \$210.00 *
Construction Services	\$49.00 - \$279.00 *

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.



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)	\$0.67/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/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).



MASTER AGREEMENT WORK ORDER NO. 1

This exhibit dated January 1, 2025, is hereby attached to and made a part of the Master Agreement for Professional Services dated January 1, 2025, between the City of St. Paul ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

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.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: St. Paul, Nebraska

Project Description: General Engineering Consulting Services

SCOPE OF SERVICES

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

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
- Modeling Services
- Project Design beyond miscellaneous engineering issues
- Bidding Services
- Construction Administration and Observation
- Materials Testing
- Street Superintendent Services

All the exclusions listed can be completed upon request and would be defined in a separate work order.

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, 2025

Anticipated Completion Date: December 31, 2025

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

COMPENSATION

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

Olsson's Scope of Services will be provided on a time and expense basis not 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 Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 201 E 2nd Street, Grand Island, Nebraska 68801. 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 Brian Friedrichsen
Brian Friedrichsen

By Jeff R. Palik
Jeff R. Palik

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF ST. PAUL

By _____
Signature

Print Name _____

Title _____

Dated: _____





MASTER AGREEMENT WORK ORDER NO. 2

This exhibit dated January 1, 2025, is hereby attached to and made a part of the Master Agreement for Professional Services dated January 1, 2025, between the City of St. Paul ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

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.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: St. Paul, Nebraska

Project Description: Street Superintendent Services

SCOPE OF SERVICES

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

Street Superintendent Services

Olsson will provide Street Superintendent services following the guidance and requirements of the Nebraska Board of Public Roads Classifications and Standards (NBCS). Street Superintendent services include the following:

- Guidance and consultation for development and updates to the one and six-year street plans
- Review and updates to the street lane mile report
- Guidance and consultation for completion of the street system revenue, expenditure and budget report
- Attendance at one public hearing related to the one and six-year street plan

Exclusions

- Surveying – legal, topographic and construction staking
- Geotechnical
- Environmental Reviews and Permitting
- Project Design
- Bidding Services
- Construction Administration and Observation
- Materials Testing

All the exclusions listed can be completed upon request and would be defined in a separate work order.

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, 2025

Anticipated Completion Date: December 31, 2025

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of three thousand dollars (\$3,000). 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.

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 Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 201 E 2nd Street, Grand Island, Nebraska 68801. 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 *Brian Friedrichsen*
 Brian Friedrichsen

By *Jeff R. Palik*
 Jeff R. Palik

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF ST. PAUL

By _____
 Signature

Print Name _____

Title _____

Dated: _____



Connie Beck

From: Chris Dethlefs <cdethlefs@olsson.com>
Sent: Thursday, October 24, 2024 1:31 PM
To: Connie Beck
Cc: Brian Friedrichsen; Michelle Pietzyk
Subject: Agreement for Continuing Services with Olsson
Attachments: 25-01-01_SDN_MSA_Continuing Services_St. Paul.pdf

Connie,

Attached is a Master Agreement for Professional Services as well as two Work Orders for continuing services for 2025. Please present this at your next council meeting and if approved, return the signed copies to me at the below address or email.

Thanks

Chris Dethlefs

Administrative Manager / Field Services

D 308.398.2940

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



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Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Friday, October 25, 2024 10:37 AM
To: Connie Beck
Subject: RE: Agreement for Continuing Services with Olsson

Connie,

This will look a little different than what you and the council are used to seeing. Our typical letter agreements have all the general provisions (9 pages of lawyer stuff) included with every project. This Master Service Agreement (MSA) format covers those provisions once and then we can just keep adding in work orders for different items that may be needed throughout the years. Now if we are doing a large project, we would most likely go with the standard letter agreement. This will be more for the little things that are needed throughout the year. If there are any questions let me know or if you would like me to attend the meeting, I can do that as well.

Thanks,

From: Chris Dethlefs <cdethlefs@olsson.com>
Sent: Thursday, October 24, 2024 1:31 PM
To: cjbeck@cityofstpaulne.org
Cc: Brian Friedrichsen <bfriedrichsen@olsson.com>; Michelle Pietzyk <mpietzyk@olsson.com>
Subject: Agreement for Continuing Services with Olsson

Connie,

Attached is a Master Agreement for Professional Services as well as two Work Orders for continuing services for 2025. Please present this at your next council meeting and if approved, return the signed copies to me at the below address or email.

Thanks

Chris Dethlefs

Administrative Manager / Field Services

D 308.398.2940

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



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Connie Beck

From: Brenda Henning <brendah@lonm.org>
Sent: Friday, October 18, 2024 2:04 PM
To: Blair - Brenda Wheeler; Plattsmouth - Paul Lambert; West Point - Tom Goulette; Wendy Thomas (wendy.thomas@crete.ne.gov); Deb VanMatre; Connie Beck; Stephanie Fisher (cityadministrator@citywaverly.com)
Cc: Dennis Maggart - McInnes Group; Jane Limbach - McInnes Group; L. Lynn Rex; Michelle Sitorius - Cline Williams; Shirley Riley; Christy K. Abraham
Subject: LIGHT Annual Members' Meeting Ratification of Governing Body Required
Attachments: 10-4-24 Members Meeting Minutes - DRAFT.pdf

Please schedule an agenda item at an upcoming meeting of the governing body of the participating member(s) represented to ratify actions taken at the LIGHT Members' Meeting, including the election of the nominee to the LIGHT Board of Directors.

Example of an agenda item:

“Consider a motion to ratify all actions, including the election of the nominee to the LIGHT Board of Directors, of (name of meeting attendee who voted), our LIGHT representative, identified in the minutes of the Annual Members' Meeting of the League Insurance Government Health Team (LIGHT) on October 4, 2024.”

After the governing body of the participating member votes on the agenda item, please email a copy of the minutes to brendah@lonm.org confirming (or not confirming) ratification of actions taken at the Annual Members' Meeting.

Thanks for your commitment to LIGHT.

L. Lynn Rex

Ex-Officio, Non-Voting, LIGHT Board Member

Executive Director of the League of Nebraska Municipalities (LIGHT Administrator)

MINUTES
Annual Members' Meeting of the
League Insurance Government Health Team (LIGHT)
Friday, Oct. 4, 2024, at 9:15 A.M. CT
Cornhusker Marriott Hotel – Hawthorne Room
333 S 13th Street, Lincoln

The Annual Members' Meeting of the League Insurance Government Health Team (LIGHT) was held Oct. 4, 2024, at 9:15 a.m. CT at the Cornhusker Marriott Hotel – Hawthorne Room at 333 S 13th Street, Lincoln, Nebraska.

(AGENDA ITEM #1) **Call to Order.** At 9:15 a.m. CT, Plattsmouth Mayor Paul Lambert, Chair of the LIGHT Board, called the meeting to order.

The roll call was read with the following LIGHT members present: **Blair, Crete, Gibbon, Plattsmouth, St. Paul, Waverly, and West Point.** At the time of roll call, 7 voting members were present and 63 were absent: Ainsworth, Albion, Alma, Ansley, Ashland, Auburn, Bartley, Bassett, Beaver City, Bennington, Cambridge, Cedar Bluffs, Ceresco, Creighton, Culbertson, Curtis, Decatur, Deshler, DeWitt, Edgar, Elm Creek, Elwood, Fairbury, Firth, Fort Calhoun, Friend, Geneva, Genoa, Gothenburg, Grant, Hartington, Hemingford, Henderson, Hershey, Holdrege, Indianola, Kimball, Laurel, Lyons, Madison, Marquette, Minatare, Mitchell, Morrill, Ord, Osceola, Oshkosh, Pender, Ponca, Prague, Schuyler, Scribner, St. Edward, Sutherland, Sutton, Valley, Wakefield, Walthill, Wausa, Wayne, Wilber, Wisner, and Wymore.

Chair Lambert indicated that on Sept. 30, 2024, a notice of this meeting with the agenda and other materials were sent to all LIGHT members and the LIGHT Board of Directors. Notice of this meeting with the agenda and other materials were available for public inspection at 206 S 13th Street, Suite 800, in Lincoln, Nebraska, and also posted with the following links kept continually current: an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act on the website of the League of Nebraska Municipalities – lonm.org/light/.

Chair Lambert informed the public about the location of the Open Meetings Act which was accessible to members of the public and at lonm.org/light/ along with a copy of all reproducible written materials to be discussed at this meeting.

Chair Lambert stated the following regarding public comment on any agenda item(s): Pursuant to the Open Meetings Act, the LIGHT Board Chair reserves the right to limit comments on agenda items. In accordance with the Open Meetings Act, there is no time limit on comments made by members of the LIGHT Board of Directors.

Chair Lambert asked those present to join him in reciting the Pledge of Allegiance to the Flag of the United States of America.

(AGENDA ITEM #2) **Consider a motion to approve the minutes of the Sept. 29, 2023, Annual Members' Meeting of LIGHT.** Connie Jo Beck, Clerk/Deputy Treasurer, City of St. Paul, moved, seconded by Brenda Wheeler, Clerk, City of Blair, to approve the minutes of the Sept. 26, 2023, Annual Members' Meeting of LIGHT. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Blair, Crete, Gibbon, Plattsmouth, St. Paul, Waverly, and West Point. Nays: None. Abstentions: None. Absent: Ainsworth, Albion, Alma, Ansley, Ashland, Auburn, Bartley, Bassett, Beaver City, Bennington, Cambridge, Cedar Bluffs, Ceresco, Creighton, Culbertson, Curtis, Decatur, Deshler, DeWitt, Edgar, Elm Creek, Elwood, Fairbury, Firth, Fort Calhoun, Friend, Geneva, Genoa, Gothenburg, Grant, Hartington, Hemingford, Henderson, Hershey, Holdrege, Indianola, Kimball, Laurel, Lyons, Madison, Marquette, Minatare, Mitchell, Morrill, Ord, Osceola, Oshkosh, Pender, Ponca, Prague, Schuyler, Scribner, St. Edward, Sutherland, Sutton, Valley, Wakefield, Walthill, Wausa, Wayne, Wilber, Wisner, and Wymore. **Motion carried: 7 ayes, 0 nays, 0 abstentions and 63 absent.**

(AGENDA ITEM #3) **Consider approval of a motion to accept the Nominating Committee Report regarding the Election of the Board of Directors, which includes the nomination of Catherine Jo Mills, Board Chair of the Village of Ansley, for a three-year term of office beginning Jan. 1, 2025, and ending Dec. 31, 2027.** (Presented by L. Lynn Rex) Tom Goulette, City Administrator/Utility Superintendent, City of West Point, moved, seconded by Mayor Deb VanMatre, City of Gibbon, to accept the Nominating Committee Report regarding the Election of the Board of Directors, which includes the nomination of Catherine Jo Mills, Board Chair of the Village of Ansley, for a three-year term of office beginning Jan. 1, 2025, and ending Dec. 31, 2027. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Blair, Crete, Gibbon, Plattsmouth, St. Paul, Waverly, and West Point. Nays: None. Abstentions: None. Absent: Ainsworth, Albion, Alma, Ansley, Ashland, Auburn, Bartley, Bassett, Beaver City, Bennington, Cambridge, Cedar Bluffs, Ceresco, Creighton, Culbertson, Curtis, Decatur, Deshler, DeWitt, Edgar, Elm Creek, Elwood, Fairbury, Firth, Fort Calhoun, Friend, Geneva, Genoa, Gothenburg, Grant, Hartington, Hemingford, Henderson, Hershey, Holdrege, Indianola, Kimball, Laurel, Lyons, Madison, Marquette, Minatare, Mitchell, Morrill, Ord, Osceola, Oshkosh, Pender, Ponca, Prague, Schuyler, Scribner, St. Edward, Sutherland, Sutton, Valley, Wakefield, Walthill, Wausa, Wayne, Wilber, Wisner, and Wymore. **Motion carried: 7 ayes, 0 nays, 0 abstentions and 63 absent.**

(AGENDA ITEM #4) **LIGHT Health Plan Update and Employer Membership Report.** (Presented by Dennis Maggart and Sue Warner)

- a. Report on LIGHT employer membership numbers including the number of participating employers and covered lives. Following the report, no action was needed. (Dennis Maggart reported LIGHT has 70 members and 803 employee lives; Sue Warner reported LIGHT has 72 members and 830 employee lives; the discrepancy is due to BCBS separating two cities into "separate groups" due to separate billing.)
- b. WEX, EASE, BCBSNE, and Mutual of Omaha updates. Brenda Wheeler, Clerk, City of Blair, moved, seconded by Stephanie Fisher, City Administrator, City of Waverly, to

establish a subcommittee of members to decide which platform to use for LIGHT enrollment. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Blair, Crete, Gibbon, Plattsmouth, St. Paul, Waverly, and West Point. Nays: None. Abstentions: None. Absent: Ainsworth, Albion, Alma, Ansley, Ashland, Auburn, Bartley, Bassett, Beaver City, Bennington, Cambridge, Cedar Bluffs, Ceresco, Creighton, Culbertson, Curtis, Decatur, Deshler, DeWitt, Edgar, Elm Creek, Elwood, Fairbury, Firth, Fort Calhoun, Friend, Geneva, Genoa, Gothenburg, Grant, Hartington, Hemingford, Henderson, Hershey, Holdrege, Indianola, Kimball, Laurel, Lyons, Madison, Marquette, Minatare, Mitchell, Morrill, Ord, Osceola, Oshkosh, Pender, Ponca, Prague, Schuyler, Scribner, St. Edward, Sutherland, Sutton, Valley, Wakefield, Walthill, Wausa, Wayne, Wilber, Wisner, and Wymore. **Motion carried: 7 ayes, 0 nays, 0 abstentions and 63 absent.**

(AGENDA ITEM #5) **Financial Report.** (Presented by L. Lynn Rex and Michelle Sitorius)

- a. League services – general review.
- b. Reminder regarding LIGHT Member assessment – 2024 plan year (\$1.50 per month for each employee covered under the LIGHT Member Health Plan); invoices will be sent as soon as the relevant information is available.
 - i. Board service; D&O liability coverage.
- c. Reminder regarding distribution of Summary Plan Description and related materials.

Connie Jo Beck, Clerk/Deputy Treasurer, City of St. Paul, moved, seconded by Mayor Deb VanMatre, City of Gibbon, to accept the financial report. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Blair, Crete, Gibbon, Plattsmouth, St. Paul, Waverly, and West Point. Nays: None. Abstentions: None. Absent: Ainsworth, Albion, Alma, Ansley, Ashland, Auburn, Bartley, Bassett, Beaver City, Bennington, Cambridge, Cedar Bluffs, Ceresco, Creighton, Culbertson, Curtis, Decatur, Deshler, DeWitt, Edgar, Elm Creek, Elwood, Fairbury, Firth, Fort Calhoun, Friend, Geneva, Genoa, Gothenburg, Grant, Hartington, Hemingford, Henderson, Hershey, Holdrege, Indianola, Kimball, Laurel, Lyons, Madison, Marquette, Minatare, Mitchell, Morrill, Ord, Osceola, Oshkosh, Pender, Ponca, Prague, Schuyler, Scribner, St. Edward, Sutherland, Sutton, Valley, Wakefield, Walthill, Wausa, Wayne, Wilber, Wisner, and Wymore. **Motion carried: 7 ayes, 0 nays, 0 abstentions and 63 absent.**

(AGENDA ITEM #6) **Consider a motion to adjourn.** Stephanie Fisher, City Administrator, City of Waverly, moved, seconded by Brenda Wheeler, Clerk, City of Blair, to adjourn. Roll call vote. Ayes: Blair, Crete, Gibbon, Plattsmouth, St. Paul, Waverly, and West Point. Nays: None. Abstentions: None. Absent: Ainsworth, Albion, Alma, Ansley, Ashland, Auburn, Bartley, Bassett, Beaver City, Bennington, Cambridge, Cedar Bluffs, Ceresco, Creighton, Culbertson, Curtis, Decatur, Deshler, DeWitt, Edgar, Elm Creek, Elwood, Fairbury, Firth, Fort Calhoun, Friend, Geneva, Genoa, Gothenburg, Grant, Hartington, Hemingford, Henderson, Hershey, Holdrege, Indianola, Kimball, Laurel,

Lyons, Madison, Marquette, Minatare, Mitchell, Morrill, Ord, Osceola, Oshkosh, Pender, Ponca, Prague, Schuyler, Scribner, St. Edward, Sutherland, Sutton, Valley, Wakefield, Walthill, Wausa, Wayne, Wilber, Wisner, and Wymore. **Motion carried: 7 ayes, 0 nays, 0 abstentions and 63 absent.** The meeting was adjourned at 9:42 a.m. CT.

Approved on:

ATTEST:

Brenda Henning

Membership Services Assistant
League of Nebraska Municipalities

L. Lynn Rex

Ex-Officio, Non-Voting, LIGHT Board Member
Executive Director of the League of Nebraska Municipalities (*LIGHT Administrator*)



NOTICE

**Annual Members' Meeting of the
League Insurance Government Health Team (LIGHT)
Friday, Oct. 4, 2024, at 9:15 A.M. CT
Cornhusker Marriott Hotel – Hawthorne Room
333 S 13th Street, Lincoln**

PLEASE TAKE NOTICE that the members of the League Insurance Government Health Team (LIGHT) will hold the **Annual Members' Meeting on Oct. 4, 2024, at 9:15 a.m. CT in Hawthorne Room at the Cornhusker Marriott Hotel, 333 S 13th Street, Lincoln, Nebraska.**

An agenda of subjects known at this time is included with this notice, but the agenda shall be kept continually current and readily available for public inspection at the principal office of LIGHT during normal business hours at 206 S 13th Street, Suite 800, Lincoln, Nebraska. A notice of this meeting with the agenda and other materials are available at this location with a copy of the Open Meetings Act posted.

On Sept. 30, 2024, notice of this meeting with the agenda and other materials were sent to all LIGHT members and the LIGHT Board of Directors. Notice of this meeting with the agenda and other materials are available for public inspection at 206 S 13th Street, Suite 800, in Lincoln, Nebraska and posted with the following links kept continually current: an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act on the website of the League of Nebraska Municipalities – lonm.org/light/.

St. Paul Keno, LLC
Michael Nevriy-President
P.O. Box 1001
Hastings, NE 68902-1001
Michael's Cell: 402-419-1619
Michael's Email: michael@nebraska-keno.com
Ryan Palabrica-Vice President
Ryan's Cell: 402-984-5737
Ryan's Emil: ryan@nebraska-keno.com

October 29, 2024

Dear Mayor and Council,

As I do annually, I have put together a recap for you of keno operations in St. Paul for your review. First summarizing the Gross Sales for the 12-month period of August 1, 2022 through July 31, 2023, and compare them to Gross Sales for the 12-month period of August 1, 2023 through July 31, 2024. Then I will summarize the City's distribution and uncollected winnings for those same two periods. These periods are not the City's Fiscal Year, but they allow me to give you a comparison of the latest keno activity ending July 31, 2024.

Gross Proceeds for the 12-month period of August 1, 2022 through July 31, 2023 were \$1,332,310.40. Gross Proceeds for the 12-month period August 1, 2023 through July 31, 2024 were \$1,003,721.07. The City's share including its Distribution and Uncollected Winnings for the 2022/2023 period totaled \$67,109.54. The City's share including its Distribution and Uncollected Winnings for the 2023/2024 period totaled \$51,006.81.

Even though the staff at at Jake's Bar continue to work very hard to serve their bar customers along with their keno customers, the drop in sales is commensurate with many locations around the state, such as Lincoln, which has War Horse Casino. Their keno operator, Big Red Keno has experienced a 25% decrease in their gross proceeds since the casino opened there, and continue to experience the drop. Other factors are that one of our best keno customers that played at Jake's regularly unfortunately passed away. Also a few of our good players moved out of town.

As I reported last year we ask the question, what can we do to retain our current players and indeed increase Gross Proceeds with new players? I told you that Big Red Keno and myself sponsored a bill in the 2023 legislative session, and we both testified at the General Affairs Committee hearing in favor of the bill to allow licensed keno locations to have On-Premise Digital Keno. When the bill came out of the Committee on to the floor, it passed all three readings, and in fact was passed in Final Reading with a vote of 46 YES votes and 0 NO votes! Our bill will allow the introduction of Digital On-Premise Keno. In other words, Mobile Keno.

It will allow keno customers to download our keno app onto their mobile device. They can transfer funds from cash sources or deposit funds right at the main keno counter into their wallet on their app. They will have to be inside the Sales Outlet Location which will be geofenced so once they leave the Sales Outlet, they can no longer place keno wagers. This no different than what the horse tracks do now, and have done for over 10 years, and what the Casinos will be doing with their Sports Books. Our bill was simply asking for parity with other gaming operations in the State.

The process of setting the Regulations for the bill had to be completed by December 31, 2023, which they were. Once that was done, our manufacturer, Gaming Arts began the lengthy and expensive process of developing the app for both IOS and Android platforms which is still in the development stage. I will keep the City posted as the new legislation moves forward. Gaming Arts had estimated that the apps would be ready to go Gaming Laboratories International, the State's official testing lab, by the beginning of October and then ready to move forward into the market around January 1, but that is running behind...for all manufacturers. We are hoping Mobile Keno will begin sometime during the first quarter of 2025.

We are working to continue to promote keno in several other ways. Of course, the Mobile App has been designed to reach a new demographic and make it much easier for the staff at Jake's Bar as the customer will not even have to go to the counter to book or cash a ticket in. In addition, we have included Jake's Bar on our "Keno Cloud" where customers can watch games as they play live...this has been very successful. To view just go to www.kenocloud.com and click on Nebraska and go down the list to Jake's Bar. Of course the Self-Service Keno Kiosk has been highly successful as well, and we will soon be adding a new graphic to the top screen on the kiosk which will appear to be a live ball draw game.

I am proud to report that we are still in complete compliance with all State regulations in all of the yearly Keno Audits, and continue paying \$2,300 to the City for this Audit as set forth by the City Council.

I want to thank the Mayor and Council for allowing St. Paul Keno, LLC to continue to serve as the City's Keno Operator.

If anyone has any questions for me, please don't hesitate to contact me.

Respectfully submitted,

Mike Nevrivy
President
St. Paul Keno, LLC

Connie Beck

From: Michael Nevriy <michael@nebraska-keno.com>
Sent: Wednesday, October 30, 2024 2:41 PM
To: Connie Beck
Attachments: St. Paul Recap Oct. 29, 2024.docx

*Nebraska Keno, Inc.
Michael Nevriy-President
P.O. Box 1001
Hastings, NE 68902-1001
Email: michael@nebraska-keno.com
Mike's Cell: 402-419-1619
Ryan Palabrica-Vice President
Ryan's Email: ryan@nebraska-keno.com
Ryan's Cell: 402-984-5737*



October 31, 2024

Mike Feeken, Mayor
City of St. Paul
704 6th Street
St. Paul, NE 68873

RE: **2023 Rural Community Recovery Program Application – 23-RCRP-033**
Notice of Award

Dear Mayor Feeken,

On behalf of Governor Jim Pillen and KC Belitz, Director of the Nebraska Department of Economic Development, it is a pleasure to inform you the City of St. Paul application for the 2023 Rural Community Recovery Program has been approved for award in an amount up to \$875,000. The project will upgrade and improve two public parks, including installation of pickleball courts, picnic shelters, and playground equipment, while incorporating safety and accessibility features to promote equitable access to these public amenities.

Additional information and a contract will be sent via DocuSign in the coming weeks. The forthcoming contract will define the requirements for disbursing RCRP funds and must be returned to the Department on or before Friday, December 6, 2024.

We will reach out in the next few weeks to schedule a meeting to discuss this project further. The Department recommends the City of St. Paul consult its legal counsel on questions of federal laws and regulations, state statutes, and contractual obligations.

Communities across Nebraska have a profound need for new and improved affordable housing and public amenities. The 2023 Rural Community Recovery Program is proof of this need, as the Department received 50 applications requesting more than \$43 million for creative and valuable projects. The Department congratulates the City of St. Paul on ranking among the top applications for the 2023 Rural Community Recovery Program. We look forward to working with you to carry out your project.

If you would like additional information about next steps, you may contact Brittany Piper, Housing Specialist, at brittany.piper@nebraska.gov or 402-310-4782.

Sincerely,

Lynn Kohout
Director of Housing

Copies (via email): South Central Economic Development District



Connie Beck

From: Piper, Brittany <Brittany.Piper@nebraska.gov>
Sent: Thursday, October 31, 2024 9:41 AM
To: Mike Feeken; Connie Beck; Laura Berthelsen
Cc: LeAnn Jochum (SCEDD)
Subject: Rural Community Recovery Program | Notice of Award
Attachments: 23RCRP033 City of St Paul_Notice of Award.pdf

Hello,

Congratulations! The Nebraska Department of Economic Development (DED) has approved your application for the Rural Community Recovery Program. Please see the attached Notice of Award letter for detailed information about the subaward.

DED will issue a press release later today to announce the awards for the 2023 Rural Community Recovery Program. A contract will be sent via DocuSign in the coming weeks. I will also reach out to schedule a project review meeting to discuss the program requirements and expectations for the project. DED expects awardees to sign and return the RCRP contract on or before Friday, December 6, 2024.

When the contract is executed, the award in AmpliFund will be activated. You will be notified that the award is active via:

- Email from *AmpliFund Administrator* no-reply@gotomygrants.com. Please add this address to your "Safe Senders" list.
- Email from me, including additional instructions for accessing the award in AmpliFund and other preliminary paperwork to get started.

As always, feel free to reach out via email or phone if you have any questions. I am looking forward to working with you on your RCRP project!

Best,

Brittany K Piper, MA (she/her)
Housing Specialist | HTF - PRH - RCRP | Housing Division
Nebraska Department of Economic Development
245 Fallbrook Blvd Suite 002, Lincoln, NE 68521
cell: 402.310.4782
opportunity.nebraska.gov | [Facebook](#)

Connie Beck

From: LeAnn Jochum <LeAnn@scedd.us>
Sent: Thursday, October 31, 2024 10:18 AM
To: Mike Feeken; Connie Beck; Laura Berthelsen
Cc: Sharon Hueftle
Subject: RE: Rural Community Recovery Program | Notice of Award

Congratulations St. Paul and the great park amenities this will bring to improve the quality of life for your community!! We look forward to working with you in bringing this project to completion with the aggressive ARPA 2026 timeline, but know we can do it together!

LeAnn Jochum

Deputy Director, South Central Economic Development District, Inc.
308.455.4776 | leann@scedd.us

From: Piper, Brittany <Brittany.Piper@nebraska.gov>
Sent: Thursday, October 31, 2024 9:41 AM
To: mfeeken@cityofstpaulne.org; Beck, Connie <cjbeck@cityofstpaulne.org>; laurab@cityofstpaulne.org
Cc: LeAnn Jochum <LeAnn@scedd.us>
Subject: Rural Community Recovery Program | Notice of Award

Hello,

Congratulations! The Nebraska Department of Economic Development (DED) has approved your application for the Rural Community Recovery Program. Please see the attached Notice of Award letter for detailed information about the subaward.

DED will issue a press release later today to announce the awards for the 2023 Rural Community Recovery Program. A contract will be sent via DocuSign in the coming weeks. I will also reach out to schedule a project review meeting to discuss the program requirements and expectations for the project. DED expects awardees to sign and return the RCRP contract on or before Friday, December 6, 2024.

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- Email from me, including additional instructions for accessing the award in AmpliFund and other preliminary paperwork to get started.

As always, feel free to reach out via email or phone if you have any questions. I am looking forward to working with you on your RCRP project!

Best,

Brittany K Piper, MA (she/her)
Housing Specialist | HTF - PRH - RCRP | Housing Division
Nebraska Department of Economic Development
245 Fallbrook Blvd Suite 002, Lincoln, NE 68521
cell: 402.310.4782

Resolution 2024-22

WHEREAS, the Mayor and City Council desire to establish fees for various City permits, services, goods, and use of equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ST. PAUL, NEBRASKA that the attached Fee Schedule is hereby approved and adopted effective 11 - 1, 2024 for the various City permits, services, goods, and use of equipment.

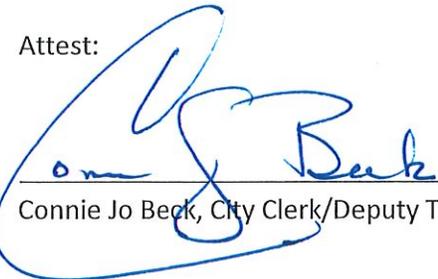
BE IT FURTHER RESOLVED, that any and all previous Fee Schedules are hereby repealed.

DATED this 21st day of October, 2024.



Mike Feeken, Mayor

Attest:



Connie Jo Beck, City Clerk/Deputy Treasurer



City of St. Paul

Fee Schedule

Effective 11/1/24 - Approved by Resolution 2024-22

Animal Permits	Fee
(Permits issued on calendar year basis)	
Cat - neutered	\$5.00
Cat - unneutered	\$10.00
Dog - neutered	\$10.00
Dog - unneutered	\$15.00
Batting Cage	
Annual fee	\$20.00
Key Fob Deposit	\$10.00
Fee for Lost Key Fob	\$25.00
Bricks (Residents only)	\$0.20
Cemetery Fees	
Cemetery Space	\$500.00
Cemetery Lot (4 spaces per lot)	\$2,000.00
Casket Open/Close Monday-Friday	\$500.00
Casket Open/Close Weekend or Holiday	\$750.00
Urn Open/Close Monday-Friday	\$300.00
Urn Open/Close Weekend or Holiday	\$450.00
Infant/Child (age 5 or under) Open/Close Monday-Friday	\$200.00
Infant/Child (age 5 or under) Open/Close Weekend or Holiday	\$350.00
Disinterment (+ hourly wage beyond 4 hours)	\$600.00
Re-Internment (+ hourly wage beyond 4 hours)	\$600.00
Recording Fee (per page)	\$10.00
Cross Marker	\$250.00
Bench (includes bench, pad, delivery & installation)	\$600.00
Staking Fee for monuments (includes laying sod)	\$100.00
Niche space (one person)	\$800.00
Niche space (two person)	\$1,200.00
Niche Open/Close Monday-Friday	\$200.00
Niche Open/Close Weekend or Holiday	\$350.00
Niche Door Engraving - 1 person	\$150.00
Niche Door Engraving - 2 person	\$225.00
Niche Vase, Name Plates & Name Etching (City will install)	\$100.00
Equipment Charge	
*A minimum charge of one-half hour per unit. An equipment operator charge will be added to the cost of using the equipment.	
Double Bucket	\$100.00 per hour

Digger	\$100.00 per hour
Backhoe	\$100.00 per hour
Bucket	\$100.00 per hour
Loader	\$100.00 per hour
Jack Hammer / Bobcat	\$100.00 per hour
Dump Truck	\$100.00 per hour
Flusher	\$100.00 per hour
Compressor	\$100.00 per hour
Piercing Arrow Mole	\$5.00 per foot
Concrete Sawing	\$5.00 per foot
Trencher	1-3 feet at \$1.00 per foot
Trencher	4-6 feet at \$1.25 per foot
Barricades /Cones/Candles (street closure device over 20" in height)	\$5.00 per device per day
Labor Rates	Add 40% to hourly wage
Landfill	
Non-resident Use Fee	\$10 per load or \$48 per year
Landfill key (licensed lawn/tree service only)	\$35.00
Liquor License Fees (each includes \$15 publication costs)	
Class A	\$115.00
Class B	\$115.00
Class C	\$315.00
Class CK	\$315.00
Class D	\$215.00
Class I	\$265.00
Class ZK	\$365.00
Mobile Food Permit (per calendar year)	\$100.00
Miscellaneous Fees	
Photocopies (black & white)	\$0.50
Photocopies (color)	\$0.75
Recording Fees (per page)	\$10.00
Returned Check Fee	\$30.00
Peddler Permit (per person, per day)	\$50.00

Police Department Fees	
Accident Reports	\$8.00
Golf Cart / UTV / ATV Inspection Permit	\$25.00
Shop Supplies	Add 15% to City cost
Tobacco License Fee (per calendar year)	\$10.00
Water (used by contractors)	\$25.00 hookup fee plus \$2.00 per 1,000 gallons of water used, plus tax on water usage
Water Well Permit (private)	\$50.00
Zoning	
Residential Construction (new & additions)	\$50.00
Commercial Construction (new & additions)	\$100.00
Fence Permit	\$25.00
Sign Permit	\$50.00
Demolition of Building/Structures	\$10.00
Moving Building/Structures [shed]	\$25.00
Moving Building/Structures [garage/house]	\$50.00
Subdivision Fee	\$300 + postage for notices
Administrative Subdivision Fee	\$200.00
Rezoning Fee	\$300 + postage for notices
Conditional Use Permit	\$300 + postage for notices
Construction w/o Permit	1% of value of structure up to \$2,000.00
Variance Fee	\$300 + postage for notices
Violation of Zoning regulations	\$100.00
Amendment to Redevelopment Plan to TIF Project	\$500 + postage for notices

**PRICES FOR ELMWOOD CEMETERY
EFFECTIVE: NOVEMBER 1, 2024**

LOTS	
\$500 per space	4 spaces in lot (\$2000)
Casket open / close Monday - Friday	\$500.00
Casket open / close Weekend & Holidays	\$750.00
Urn open / close Monday - Friday	\$300.00
Urn open / close Weekends	\$450.00
Infant / Child open / close (age 5 & under)	\$200.00
Infant / Child open / close Weekend & Holidays (age 5 & under)	\$350.00
Disinterment (Plus Hourly wage beyond 4 hours paid wages)	\$600.00
Reinterment (Plus Hourly wage beyond 4 hours paid wages)	\$600.00

Recording Fee (what Courthouse charges)	\$10.00
--	---------

Staking Fee for Monuments & Laying Sod	\$100.00
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NICHE	
\$800 per space or \$1200 for two person niche	
Niche open / close Monday - Friday	\$200.00
Niche open / close Weekend & Holidays	\$350.00
Door Engraving for Niche 1 person	\$150.00
Door Engraving for Niche 2 person	\$225.00
Niche vase, Name Plates & Name Etching (City will install)	\$100.00

City of St Paul, Nebraska
Cemetery Rules and Regulations

Supersedes all previous rules and regulations

1. Within the Elmwood Cemetery, any burial beneath the ground shall have a permanent vault of steel and reinforced concrete type. Vaults may be sealed or unsealed. Vaults are required for beneath-ground body and ash remains.
2. No lot or plot may be defined, or otherwise outlined, by any kind of fence, coping, bricks, railing, hedges, or embankment; nor may any lot or plot be filled above the established grade. No lot or plot may be decorated with trees and shrubs by its owner or by other person.
3. It is the responsibility of the City of St. Paul to seed newly closed burial sites as seasonally appropriate. Burial spaces may be sodded by the owner, at his/her expense, using **prairie-type grass**. The Elmwood Cemetery Sexton shall stake the outer boundaries of the space(s) to be sodded. A Forty-eight (48) hour notice shall be given by the **sod layers** prior to arrival; **a staking fee will be charged.**
4. The City of St Paul shall have authority to remove any flowers, floral designs, weeds, trees, shrubs, plants, or herbage of any kind from the cemetery when, in the judgement of the cemetery caretaker, they become unsightly, detrimental, or diseased. The expense of the removal of trees, shrubs, or any special planting on graves shall be paid by the lot or plot owner.
5. The City of St. Paul shall have the authority to remove any articles, things, flowers, improvements, benches, decorative arrangements, or lights when, in the judgement of the cemetery caretaker, they become unsightly, a nuisance, or interfere with the proper maintenance of the cemetery. Hoses may be left unattended as long as water is flowing from them; hoses with no water flowing from them must **not** be left unattended. **City employees will remove unattended hoses to the City office to be reclaimed by owners.**
6. The City of St Paul shall not be liable for floral pieces, baskets, frames, in which or to which floral pieces are attached. City of St Paul further shall not be liable for plants, herbage, shrubs or trees, floral vases, benches, lights, or other decorative items of any kind lost, misplaced, or broken or damaged by elements, thieves, vandals, or by other causes beyond its control.
7. Flowers placed on the gravesite at the time of interment shall be left undisturbed after the interment is complete, until final removal under the instruction of the Cemetery Caretaker. When the flowers, and the frames to which they are attached, are removed from the grave, such items may be disposed of by the City of St Paul in any manner it sees fit.
8. Flowers and other items placed on the gravesite during any holiday season shall be removed by owner within seven (7) days or when the items become wilted, discolored,

or an eyesore following the holiday. Otherwise the Cemetery Caretaker may begin disposing of these items in order to continue with the maintenance of the cemetery.

9. Military metal markers must be placed as directed by the Elmwood Cemetery Board or they will not be allowed to remain in the cemetery. Flags will be permitted on graves when they are customarily displayed, for the duration of the special occasion.
10. All decorative objects must be on the monument or monument foundation or in line with the monument. Permanent vases are not permitted in the front or in back of the marker or monument. They may be placed to either side. In-ground/reversible vases must be kept upside down during mowing season. They will be allowed upright for the duration of a special occasion. Foot markers are not allowed.
11. Concrete/granite foundations for markers and monuments are required in the entire cemetery. Concrete/granite foundation shall not exceed 26 inches in width. All foundations shall be installed only with the permission, and under the supervision of the Cemetery Caretaker or Sexton They must be kept 1 inch above the lowest established grade, and not exceed the length of the property owned. The Cemetery Caretaker reserves the right to remove any item placed without permission.
12. Any monument company that shall enter the St Paul Elmwood Cemetery for work on markers or monument shall give the Cemetery Caretaker or Sexton 48-hours notice before arrival to complete such work.
13. No more than 2 cremation or 2 burials per cemetery space. No more than 2 cremains per columbarium niche.
14. No glass containers, weapons, ammunition, alcohol cans and bottles, rocks or stones, or anything detrimental to the cemetery as determined by the Elmwood Cemetery Board are allowed in the cemetery.
15. No benches or other large decorative objects shall be placed on any lot, plot or space without written permission by the Elmwood Cemetery Board.
16. **No pets are allowed in the cemetery.**
17. Effective, May 11, 2022, all spaces in Section M, Lot 1259 to Lot 1408, and any new sections opened thereafter, the owner is required to have a concrete/granite foundation that covers the length of the space(s) purchased for markers and monuments. Each space is 4 feet long. For example, if 4 spaces are purchased, the owner is responsible for 16 feet of concrete at the head of the grave.

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18. Fixtures must be mounted permanently on the foundation of the monument at either end. They must not intrude on the adjacent owner's property or obstruct city maintenance.

The following is a list of fixtures:

- a) Lamp pole
- b) Flag pole
- c) Shepherds hook
- d) Heart shape hook
- e) Any personal metal banner

All fixtures will be inspected by the Cemetery Superintendent. If they do not meet these standards, they will be removed by the City at their discretion.

City of St. Paul Elmwood Cemetery contacts:

Records at City Office 308-754-4483

Ron Switzer, Cemetery Sexton, 308-750-1966 (lot purchases, monument placement)

Randy Jerabek, Cemetery Caretaker, 308-750-8753