

2nd Council Regular Meeting
Monday, May 15, 2023 6:30 PM

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

Agenda

1. Council President 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; Council President Mike 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 Requests for Future Agenda Items
3. Reserve Time to Speak on an Agenda Item
4. PRESENTATION OF AN APPRECIATION AWARD PRESENTED TO EDWARD THOMPSON FOR HIS DEDICATED SERVICE TO THE CITY OF ST. PAUL FOR 45 YEARS.
5. Council President Mike Feeken opens a Public Hearing regarding the Spring 2023 LB840 Citizens Advisory Review Committee (CARC) report from Wednesday, May 3, 2023.
6. Discuss - Approve / Deny Rutjens Construction Inc. Pay Request #10 regarding the St. Paul Wastewater Treatment Facility (WWTF) Project #020-2586 in the amount of \$550,330.25. The pay request was for completing the installation of equipment and electrical items at the lift station, completing the interior work in the control building, installation of equipment in the SBR basins, and the beginning stage to clean out the lagoons. The percentage of loan expended to date is 84%. There are no WWTF "Change Orders" to consider.
7. Discuss - Approve / Deny Olsson's Change Order #3 regarding the Wastewater Treatment Facility (WWTF) Improvements - Project No. 020-2586; the Change Order will increase \$34,812.37 in cost. The Change Order includes: (1) Toshiba Magnetic Flow Meter; (2) Air Pipe from 4" to 6" due to not able to get 4" Pipe; (3) Additional Exit Light per Fire Marshall review; (4) Additional Lean-to items due to increased size of electrical equipment; (5) Additional Framing in Restroom; (6) change from Kawneer Doors to Hollow Metal Doors; (7) change from Natural Gas to Electric; and (8) Concrete Stair Retaining Wall. The Change Order will also include extending the substantial completion date from May 1, 2023, to December 1, 2023, due to the valves being delayed.
8. Discuss - Approve / Deny Olsson's Letter Agreement Amendment #1 regarding the civil design for Phase II of the Middle Loup Subdivision in the amount of \$44,500.
 - a. Approve / Deny disbursing funds from sales tax.

NOTE: St. Paul Development Corp (SPDC) Executive Director Parker Klinginsmith will be signing the Letter Agreement Amendment #1, due to the St. Paul Development Corp. (SPDC) being the property owner.
9. Discuss - Approve / Deny Addendum to Wholesale Power Contract between Howard Greeley Rural Public Power District (HGRPPD) and City of St. Paul. HGRPPD has

contracted for the generated output of a one (1) megawatt solar facility located on property owned by St. Paul and leased to HGRPPD ("Solar Facility"). St. Paul shall purchase twenty percent (20%) of the generated output of the Solar Facility ("St. Paul Allocation"), so long as, the Contract, and any amendment thereto, remains in full force and effect.

10. Discuss - Approve / Deny amending the Dalton Meadows (Caitlin Jerabek Birdsell) Redevelopment Agreement (4th Amendment). Mrs. Birdsell is requesting to add the two (2) homes to the end of the development schedule; this is due to Mrs. Birdsell not being able to have two (2) homes built by December 31, 2023. Build #1 lost investor due to high interest rates and Build #2 is placed on hold until 2024, due to having health problems.
11. Discuss - Approve / Deny Sales Tax absorbing the \$150 monthly cost of the St. Paul Chamber of Commerce new computer unlimited support and all security services. Per Mr. Doug Cramer with COR Managed Services, the monthly invoice will be sent to the City for payment.
12. Discuss - Approve / Deny the St. Paul Chamber of Commerce requesting MARKETING funds from the City of St. Paul Sales Tax fund (2022-2023 Marketing Budget is \$9,000 from Sales Tax):
 - (1) Purchase and establish a dual-screen computer system to be utilized for multi-levels of marketing and communications in the amount of \$4,000;
 - (2) Printing and color-copying expense in the amount of \$4,000;
 - (3) Development of materials to be utilized for various marketing programs within the community in the amount of \$4,000;
 - (4) Software purchase to be utilized solely for marketing purposes in the amount of \$1,000; and
 - (5) Purchase of advertising for events through various media outlets in the amount of \$2,000.
13. Discuss - Approve / Deny Consent Agenda Items: (1) May 1, 2023 (regular) Council minutes; (2) zoning minutes of May 8, 2023; (3) May 15, 2023, disbursements; (4) Private Well permits for Terrie Heaps at 1403 9th Street and Kim Jensen at 422 Paul street; and (5) City Clerk Connie Jo Beck, Deputy Clerk Laura Berthelsen and City Treasurer Sally Einspahr attending the 2023 Municipal Accounting & Finance Conference on June 21 - 23, 2023 at the Cornhusker Marriott Hotel, Lincoln, NE.
14. Council President Mike Feeken opens the public comment period regarding the Spring 2023 LB840 Citizens Advisory Review Committee (CARC) report from Wednesday, May 3, 2023;
 - a. Council President Feeken closes the public comment period;
 - b. Approve / Deny the Spring 2023 LB840 Citizens Advisory Review Committee (CARC) report.
15. Discuss - Approve / Deny Council President Mike Feeken appointing the St. Paul Development Corp. Executive Director Parker Klinginsmith as an alternate to the South Central Economic Development District (SCEDD) Board of Directors.
16. Discuss - Approve / Deny the American Legion Carl Mogensen Post #119 Special Designated License (SDL) #008455 (1222 2nd Street) regarding the Grover Cleveland Alexander (GCA) Day event to be scheduled for July 7, 2023, and July 8, 2023, from

5:00 p.m. to 1:00 a.m. Fencing panels are a necessity. A Certificate of Insurance will be provided by the American Legion Post #119.

17. Discuss - Approve / Deny the positioning of the City of St. Paul north "Welcome Sign"; place by the St. Paul Rotary sign on US Highway 281.
18. **Note: Process to Obtain Property, Liability, Work Comp Insurance Quotes**
Since there are two (2) insurance agencies interested in providing a quote for the City of St. Paul's Property, Liability, and Work Comp insurance quotes (to compete with the LARM renewal quote), it was suggested to interview both agencies to determine which agency can best serve the City's interests. The City of Columbus does this and highly recommends the process.
Discuss - Approve / Deny the interview process to determine which agency should be allowed to quote the insurance package; **APPROVE insurance committee members that consists of: Deputy Clerk Berthelsen, Utilities Superintendent Helzer and Council members Kowalski & Feeken.**
19. Discuss - Approve / Deny S. Squared Enterprises, LLC (Steve Shoemaker) gifting Outlot A Prairie Falls Subdivision property to the City of St. Paul (see attachment).
20. Discuss - Approve / Deny the City Light Dept. absorbing a \$150 monthly cost of the Electrical Dept. new computer for unlimited support and all security services. Per Mr. Doug Cramer with COR Managed Services, the monthly invoice will be sent to the City for payment.
21. Discuss - Approve a date for an organizational meeting between the City of St. Paul Officials and the St. Paul Development Corp. (SPDC) regarding the Middle Loup Subdivision.
22. Discuss - Approve / Deny the formal resignation from City of St. Paul Police Officer Jade Stethem, with regret effective Friday, May 12, 2023.
23. Discuss - Approve / Deny transferring City of St. Paul Heritage Bank utility funds in the amount of \$250,000 and deposit it into the City of St. Paul Checking account to pay disbursements, along with a Wastewater Treatment Facility (WWTF) Drawdown #10.
24. Utilities Superintendent Helzer updates:
 - (1) Electrical Dept. purchasing primary wire from Resco in the amount of \$45,903 (in stock); disbursements funds will be taken from the Light Insured Cash Sweep (ICS) account;
 - (2) Road Builders invoice to repair Komatsu Wheel Loader from a defective turbo; \$16,116; see attached invoice;
25. Chief of Police Howard updates:
26. Council President Mike Feeken updates:
 - (1) Civic Center Loan Schedule of Payments; Payment made Monday, May 8, 2023;
 - (2) City of St. Paul Interest Rates regarding April 2023: Citizens Bank & Trust Insured Cash Sweep Interest Rate is 3.85%; NPAIT Interest Rate is 4.871%; and NE CLASS Interest Rate is 5.022%;
 - (3) Please see the City Revenue / Expenditure Guideline for April 2023 in City Office;
 - (4) (Draft) St. Paul Library Board Work Session Minutes regarding April 13, 2023;
 - (5) The next Wastewater Treatment Facility construction progress meeting will be held on Wednesday, May 24, 2023 at 1:30 p.m.;

27. Public Announcements
28. Closed Session: The City of St. Paul reserves the right to go into Closed Session when it is clearly necessary to protect the public interest or for the prevention of needless injury to the reputation of an individual; or pending litigation
29. Council President Mike Feeken adjourns City Council meeting.
30. Informational Items:
 - (1) Certificate of Deposits April 2023;
31. This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date: _____

Requested Agenda Item: _____

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

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

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

Name (please print): _____

Name (signature): _____

Address: _____

Phone Number: _____

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For City Official Use Only

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

___ Referred to City Council Committee for Recommendation

City Council Action Taken: _____

City Funds Authorized: _____



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

PUBLIC RECORDS REQUEST

Pursuant to Neb. Rev. Stat. §84-712 et. seq., citizens have the right to examine, and obtain copies of Public Records that are not exempt from disclosure as set forth in Neb. Rev. Stat. §84-712.05. Citizens have a right to obtain a copy of any public record or document regardless of its physical form by making a request to the City's custodian of that record. A public record request shall be submitted in writing through the City Clerk. If the City Clerk is not the custodian of that record, the City Clerk will notify the requesting party of who the custodian of that record is, and where to make the request. The custodian of the record shall have four (4) business days as defined in Neb. Rev. Stat. §84-712(4) to respond to a request, and to provide the requesting party an estimate of the expected cost of the copies and either (a) access to or, if copying equipment is reasonably available, copies of the public record, (b) if there is a legal basis for denial of access or copies, a written denial of the request together with the information specified in Section 84-712.04, or (c) if the entire request cannot with reasonable good faith efforts be fulfilled within four business days after actual receipt of the request due to the significant difficulty or the extensiveness of the request, a written explanation, including the earliest practicable date for fulfilling the request, an estimate of the expected cost of any copies, and an opportunity for the requestor to modify or prioritize the items within the request.

Information Provided By Requestor
Date of Request (mm/dd/yyyy) Submitted to (Department) I am Submitting This Request
Name (Print) Mailing Address (Required)
Telephone (Required) Email Address (Optional) Fax Number (Optional)
Please clearly identify the records requested as specifically as possible, or fully describe the information you want (required).
I request to: (please check all that apply)
If the requested record(s) are not available, how should we respond back to your request?

Requester Signature

Printed Name

For City of St. Paul Use Only:

Date Received: Received by:

**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

Citizens Advisory Review Committee

5/3/2023

12:00PM

Civic Center

Attendance: Sally Einsphar, Emily Vanis (via Zoom), Joe Mlinar, Jordan Meyer, , Julie Gawrych, Connie Beck, Parker Klinginsmith

Meeting called to order: Meeting was called to order at 12:02 pm

Loan Review:

All loans were reviewed, everyone has been current on payments and members did not see a reason to take any action.

Discussion:

The committee members would like to see some more consistency with the information provided by the businesses. Parker will change the requirements from the businesses to include Profit and loss statements, previous year as well as Year to Date, and Balance sheet, previous year as well as Year to Date.

Parker will also keep the full year's statements in binders in the future for committee members to be able to look back at during meetings.

The next meeting will be set around early October.

Adjourn: The CARC meeting was adjourned at 12:41 pm

CERTIFICATE OF PAYMENT: 10

Date of Issuance: May 15, 2023



Project: Waste Water Treatment Plant Improvements, St. Paul, Nebraska - 2021

Project No.: 020-2586

Contractor: Rutjens Construction Inc., P O Box 99, Tilden, NE 68781

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: Rutjens Construction Inc., P O Box 99, Tilden, NE 68781		

Value of Work Completed This Request: \$579,295.00

Original Contract Cost: \$5,516,845.00
 Approved Change Orders:
 No. 1 \$0.00
 No. 2 \$0.00
 No. 3 \$0.00
 Total Contract Cost: \$5,516,845.00

Value of completed work and materials stored to date \$4,523,904.88
 Less retainage percentage 5% \$226,195.24
 Net amount due including this estimate \$4,297,709.64
 Less: Estimates previously approved:

No. 1 \$57,182.31	No. 11 \$0.00	No. 20 \$0.00
No. 2 \$16,097.13	No. 12 \$0.00	No. 21 \$0.00
No. 3 \$435,069.90	No. 13 \$0.00	No. 22 \$0.00
No. 4 \$385,527.32	No. 14 \$0.00	No. 23 \$0.00
No. 5 \$705,813.72	No. 15 \$0.00	No. 24 \$0.00
No. 6 \$713,125.79	No. 16 \$0.00	No. 25 \$0.00
No. 7 \$463,521.50	No. 17 \$0.00	
No. 8 \$469,534.16	No. 18 \$0.00	Total Previous Estimates: \$3,747,379.39
No. 9 \$501,507.56	No. 19 \$0.00	
No. 10 \$0.00		NET AMOUNT DUE THIS ESTIMATE: \$550,330.25

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of St. Paul, Nebraska - Owner
Rutjens Construction Inc., P O Box 99, Tilden, NE 68781
Project File

OLSSON

By: B. J. Fitch

Pay App.
10

Project: Waste Water Treatment Plant Improvements, St. Paul, Nebraska - 2021
Contractor: Ruffens Construction Inc., P O Box 99, Tilden, NE 68781

Project #: 020-2586
Date: 5/15/2023



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						
1	MOBILIZATION/INSURANCE/BONDS	L.S.	1	\$ 650,000.00	\$ 550,000.00	\$ 0.75	\$ 412,500.00	0.15	\$ 82,500.00	\$ -	0.90	\$ 495,000.00	90.0%	\$ 55,000.00	\$ 24,750.00
2	LIFTSTATION/SCREENING MANHOLE	L.S.	1	\$ 485,741.00	\$ 485,741.00	\$ -	\$ 467,441.12	0.00	\$ 11,308.68	\$ -	1.00	\$ 478,749.80	98.6%	\$ 6,991.20	\$ 23,937.49
	Structures			\$ 234,911.00	\$ -	\$ 1.00	\$ 234,911.00	0.00	\$ -	\$ -	1.00	\$ 234,911.00	100.0%	\$ -	\$ 11,745.55
	Equipment			\$ 215,874.00	\$ -	\$ 0.98	\$ 211,558.52	0.02	\$ 4,317.48	\$ -	1.00	\$ 215,874.00	100.0%	\$ -	\$ 10,793.70
	Site Work (fencing, concrete, equipment shelter)			\$ 34,956.00	\$ -	\$ 0.60	\$ 20,973.60	0.20	\$ 6,991.20	\$ -	0.80	\$ 27,964.80	80.0%	\$ 6,991.20	\$ 1,398.24
3	CONTROL/BLOWER BUILDING	L.S.	1	\$ 645,877.00	\$ 645,877.00	\$ -	\$ 584,152.86	0.00	\$ 33,334.84	\$ -	1.00	\$ 617,487.70	95.6%	\$ 28,389.30	\$ 30,874.39
	Concrete (pad, sidewalk, driveway, stairs)			\$ 94,631.00	\$ -	\$ 0.70	\$ 66,241.70	0.00	\$ -	\$ -	0.70	\$ 66,241.70	70.0%	\$ 28,389.30	\$ 3,312.09
	Building Erection			\$ 191,887.00	\$ -	\$ 0.98	\$ 188,049.26	0.02	\$ 3,837.74	\$ -	1.00	\$ 191,887.00	100.0%	\$ -	\$ 9,594.35
	Plumbing			\$ 81,744.00	\$ -	\$ 0.75	\$ 61,308.00	0.25	\$ 20,436.00	\$ -	1.00	\$ 81,744.00	100.0%	\$ -	\$ 4,087.20
	Blowers			\$ 133,255.00	\$ -	\$ 0.98	\$ 130,589.90	0.02	\$ 2,665.10	\$ -	1.00	\$ 133,255.00	100.0%	\$ -	\$ 6,662.75
	Cabinetry			\$ 25,584.00	\$ -	\$ 0.75	\$ 19,188.00	0.25	\$ 6,396.00	\$ -	1.00	\$ 25,584.00	100.0%	\$ -	\$ 1,279.20
	Generator			\$ 118,776.00	\$ -	\$ 1.00	\$ 118,776.00	0.00	\$ -	\$ -	1.00	\$ 118,776.00	100.0%	\$ -	\$ 5,938.80
4	SBR TANK/EQUIPMENT	L.S.	1	\$ 985,666.00	\$ 985,666.00	\$ -	\$ 740,957.10	0.00	\$ 149,010.40	\$ -	0.90	\$ 889,967.50	90.3%	\$ 95,698.50	\$ 44,498.38
	Concrete (structures, sidewalk)			\$ 476,731.00	\$ -	\$ 0.90	\$ 428,157.90	0.00	\$ -	\$ -	0.90	\$ 428,157.90	90.0%	\$ 47,573.10	\$ 21,407.80
	Equipment			\$ 425,744.00	\$ -	\$ 0.60	\$ 255,446.40	0.35	\$ 149,010.40	\$ -	0.95	\$ 404,456.80	95.0%	\$ 21,287.20	\$ 20,222.84
	Stairs & Handrail			\$ 31,966.00	\$ -	\$ 0.80	\$ 25,572.80	0.00	\$ -	\$ -	0.80	\$ 25,572.80	80.0%	\$ 6,393.20	\$ 1,278.64
	Piping			\$ 39,725.00	\$ -	\$ 0.80	\$ 31,760.00	0.00	\$ -	\$ -	0.80	\$ 31,760.00	80.0%	\$ 7,945.00	\$ 1,589.00
	Fencing			\$ 12,500.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 12,500.00	\$ -
5	LAGOON CLEANING/LINER CONSTRUCTION	L.S.	1	\$ 621,274.00	\$ 621,274.00	\$ -	\$ -	0.00	\$ 35,751.35	\$ 118,284.54	0.95	\$ 154,035.89	24.8%	\$ 467,238.11	\$ 7,701.79
	Equipment Removals and Demo			\$ 37,633.00	\$ -	\$ -	\$ -	0.95	\$ 35,751.35	\$ -	0.95	\$ 35,751.35	95.0%	\$ 1,881.65	\$ 1,787.57
	North Cell Decommissioning			\$ 108,941.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 108,941.00	\$ -
	South Cell Decommissioning			\$ 108,941.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 108,941.00	\$ -
	Earthwork			\$ 150,015.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 150,015.00	\$ -
	Liner Construction			\$ 205,125.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ 118,284.54	0.00	\$ 118,284.54	57.7%	\$ 86,840.46	\$ 5,914.23
	Site Work (fencing, concrete, splitter structure, signage)			\$ 10,619.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 10,619.00	\$ -
6	SITE PIPING	L.S.	1	\$ 811,180.00	\$ 811,180.00	\$ -	\$ 671,090.94	0.00	\$ -	\$ -	0.98	\$ 671,090.94	82.7%	\$ 140,089.06	\$ 33,554.55
	Sanitary (gravity, force main, WAS, etc.)			\$ 290,573.00	\$ -	\$ 0.98	\$ 284,761.54	0.00	\$ -	\$ -	0.98	\$ 284,761.54	98.0%	\$ 5,811.46	\$ 14,238.08
	Water			\$ 271,105.00	\$ -	\$ 1.00	\$ 271,105.00	0.00	\$ -	\$ -	1.00	\$ 271,105.00	100.0%	\$ -	\$ 13,555.25
	Air			\$ 81,655.00	\$ -	\$ 1.00	\$ 81,655.00	0.00	\$ -	\$ -	1.00	\$ 81,655.00	100.0%	\$ -	\$ 4,082.75
	Valves			\$ 167,847.00	\$ -	\$ 0.20	\$ 33,569.40	0.00	\$ -	\$ -	0.20	\$ 33,569.40	20.0%	\$ 134,277.60	\$ 1,678.47
7	SWPPP	L.S.	1	\$ 31,125.00	\$ 31,125.00	\$ -	\$ 8,539.20	0.00	\$ -	\$ -	0.00	\$ 8,539.20	27.4%	\$ 22,585.80	\$ 426.96
	Seeding			\$ 21,637.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 21,637.00	\$ -
	Silt Fence			\$ 9,488.00	\$ -	\$ 0.90	\$ 8,539.20	0.00	\$ -	\$ -	0.90	\$ 8,539.20	90.0%	\$ 948.80	\$ 426.96
8	ELECTRICAL	L.S.	1	\$ 744,973.00	\$ 744,973.00	\$ -	\$ 425,284.90	0.40	\$ 229,487.20	\$ -	1.00	\$ 654,782.10	87.9%	\$ 90,190.90	\$ 32,739.11
	Lift Station (10%)			\$ 75,147.00	\$ -	\$ 0.60	\$ 45,088.20	0.40	\$ 30,058.80	\$ -	1.00	\$ 75,147.00	100.0%	\$ -	\$ 3,757.35
	Site Work (17%)			\$ 125,510.00	\$ -	\$ 0.75	\$ 94,132.50	0.10	\$ 12,551.00	\$ -	0.85	\$ 106,683.50	85.0%	\$ 18,826.50	\$ 5,334.18
	Control/Blower Building (50%)			\$ 374,988.00	\$ -	\$ 0.65	\$ 243,742.20	0.25	\$ 93,747.00	\$ -	0.90	\$ 337,489.20	90.0%	\$ 37,498.80	\$ 16,874.46
	SBR (23%)			\$ 169,328.00	\$ -	\$ 0.25	\$ 42,332.00	0.55	\$ 93,130.40	\$ -	0.80	\$ 135,462.40	80.0%	\$ 33,865.60	\$ 6,773.12
9	MECHANICAL	L.S.	1	\$ 147,941.00	\$ 147,941.00	\$ 0.70	\$ 103,558.70	0.25	\$ 36,965.25	\$ -	0.95	\$ 140,543.95	95.0%	\$ 7,397.05	\$ 7,027.20
10	NEW SUBMERSIBLE WELL	L.S.	1	\$ 45,864.00	\$ 45,864.00	\$ 0.98	\$ 44,946.72	0.02	\$ 917.28	\$ -	1.00	\$ 45,864.00	100.0%	\$ -	\$ 2,293.20
11	EARTHWORK	L.S.	1	\$ 387,204.00	\$ 387,204.00	\$ -	\$ 367,843.80	0.00	\$ -	\$ -	0.95	\$ 367,843.80	95.0%	\$ 19,360.20	\$ 18,392.19
	Lift Station			\$ 15,221.00	\$ -	\$ 0.95	\$ 14,459.95	0.00	\$ -	\$ -	0.95	\$ 14,459.95	95.0%	\$ 761.05	\$ 723.00
	Control/Blower Building			\$ 185,210.00	\$ -	\$ 0.95	\$ 156,949.50	0.00	\$ -	\$ -	0.95	\$ 156,949.50	95.0%	\$ 8,260.50	\$ 7,847.48
	SBR			\$ 206,773.00	\$ -	\$ 0.95	\$ 196,434.35	0.00	\$ -	\$ -	0.95	\$ 196,434.35	95.0%	\$ 10,338.65	\$ 9,821.72
12	SCADA	L.S.	1	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ 60,000.00	\$ -
Change Order					\$ -	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ -	\$ -
Contract Total					\$ 5,516,845.00	\$ 3,826,325.34	\$ 579,295.00	\$ 118,284.54	\$ 4,523,904.88	82.0%	\$ 992,940.12	\$ 226,195.24			

Contractor's Application for Payment No. 10

Application Period:		Application Date: 5/1/2023
To (Owner): City of St Paul	From (Contractor): Rutjens Construction Inc.	Via (Engineer): Olsson
Project: Wastewater Treatment Facility	Contract:	
	Contractor's Project No.: 827	Engineer's Project No.: 020-2586

**Application For Payment
Change Order Summary**

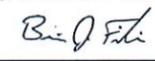
Approved Change Orders			
Number	Additions	Deductions	
1			1. ORIGINAL CONTRACT PRICE..... \$ 5,516,845.00
			2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 ± 2)..... \$ 5,516,845.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 4,523,904.88
			5. RETAINAGE:
			a. 5% X \$4,405,620.34 Work Completed..... \$ 220,281.02
			b. 5% X \$118,284.54 Stored Material..... \$ 5,914.23
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ 226,195.24
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 4,297,709.64
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 3,747,379.39
			8. AMOUNT DUE THIS APPLICATION..... \$ 550,330.25
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 1,219,135.36
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

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 Address

Contractor Signature
 By:  Date: 5/1/2023

Payment of: \$ 550,330.25
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  5-15-2023
 (Engineer) (Date)

Payment of: \$ 550,330.25
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)

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



Progress Estimate

Contractor's Application

For (Contract): Wastewater Treatment Facility						Application Number: 10					
Application Period: 6-1-2022-7-1-2022						Application Date: 5/1/2023					
A				B	C	D	E	F		G	
Bid Item No.	Item Description	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 - F	(B)
		Item Quantity	Units	Unit Price							
1	Mobilization/Insurance/Bonds	1	L.S.	\$550,000.00	\$550,000.00	0.90	\$495,000.00		\$495,000.00	90.0%	\$55,000.00
2	Lift Station/Screening Manhole	1	L.S.	\$485,741.00	\$485,741.00		\$478,749.80		\$478,749.80	98.6%	\$6,991.20
	Structures			\$234,911.00		1.00	\$234,911.00		\$234,911.00	100.0%	
	Equipment			\$215,874.00		1.00	\$215,874.00		\$215,874.00	100.0%	
	Site Work (fencing, concrete, equipment shelter)			\$34,956.00		0.80	\$27,964.80		\$27,964.80	80.0%	\$6,991.20
3	Control/Blower Building	1	L.S.	\$645,877.00	\$645,877.00		\$617,487.70		\$617,487.70	95.6%	\$28,389.30
	Concrete (Pad, Sidewalk, Driveway, Stairs)			\$94,691.00		0.70	\$66,241.70		\$66,241.70	70.0%	\$28,389.30
	Building Erection			\$191,887.00		1.00	\$191,887.00		\$191,887.00	100.0%	
	Plumbing			\$81,744.00		1.00	\$81,744.00		\$81,744.00	100.0%	
	Blowers			\$133,255.00		1.00	\$133,255.00		\$133,255.00	100.0%	
	Cabinetry			\$25,584.00		1.00	\$25,584.00		\$25,584.00	100.0%	
	Generator			\$118,776.00		1.00	\$118,776.00		\$118,776.00	100.0%	
4	SBR Tank/Equipment	1	L.S.	\$985,666.00	\$985,666.00		\$889,967.50		\$889,967.50	90.3%	\$95,698.50
	Concrete (structures, sidewalk)			\$475,731.00		0.90	\$428,157.90		\$428,157.90	90.0%	\$47,573.10
	Equipment			\$425,744.00		0.95	\$404,456.80		\$404,456.80	95.0%	\$21,287.20
	Stairs & Handrail			\$31,966.00		0.80	\$25,572.80		\$25,572.80	80.0%	\$6,393.20
	Piping			\$39,725.00		0.80	\$31,780.00		\$31,780.00	80.0%	\$7,945.00
	Fencing			\$12,500.00							\$12,500.00
5	Lagoon Cleaning/Liner Construction	1	L.S.	\$621,274.00	\$621,274.00		\$35,751.35	\$118,284.54	\$154,035.89	24.8%	\$467,238.11
	Equipment Removals and Demo			\$37,693.00		0.95	\$35,751.35		\$35,751.35	95.0%	\$1,881.65
	North Cell Decommissioning			\$108,941.00							\$108,941.00
	South Cell Decommissioning			\$108,941.00							\$108,941.00
	Earthwork			\$150,015.00							\$150,015.00
	Liner Construction			\$205,125.00				\$118,284.54	\$118,284.54	57.7%	\$86,840.46
	Site work (fencing, concrete splitter structure, signage)			\$10,619.00							\$10,619.00
6	Site Piping	1	L.S.	\$811,180.00	\$811,180.00		\$671,090.94		\$671,090.94	82.7%	\$140,089.06
	Sanitary (gravity, force main, WAS, etc.)			\$290,573.00		0.98	\$284,761.54		\$284,761.54	98.0%	\$5,811.46
	Water			\$271,105.00		1.00	\$271,105.00		\$271,105.00	100.0%	
	Air			\$81,655.00		1.00	\$81,655.00		\$81,655.00	100.0%	
	Valves			\$167,847.00		0.20	\$33,569.40		\$33,569.40	20.0%	\$134,277.60
7	SWPPP	1	L.S.	\$31,125.00	\$31,125.00		\$8,539.20		\$8,539.20	27.4%	\$22,585.80
	Seeding			\$21,637.00							\$21,637.00
	Silt Fence			\$9,488.00		0.90	\$8,539.20		\$8,539.20	90.0%	\$948.80
8	Electrical	1	L.S.	\$744,973.00	\$744,973.00		\$654,782.10		\$654,782.10	87.9%	\$90,190.90

Progress Estimate

Contractor's Application

For (Contract): Wastewater Treatment Facility						Application Number: 10					
Application Period: 6-1-2022-7-1-2022						Application Date: 5/1/2023					
A				B	C	D	E	F		G	
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	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	Lift Station (10%)			\$75,147.00		1.00	\$75,147.00		\$75,147.00	100.0%	
	Sitework (17%)			\$125,510.00		0.85	\$106,683.50		\$106,683.50	85.0%	\$18,826.50
	Control/Blower Building (50%)			\$374,988.00		0.90	\$337,489.20		\$337,489.20	90.0%	\$37,498.80
	SBR (23%)			\$169,328.00		0.80	\$135,462.40		\$135,462.40	80.0%	\$33,865.60
9	Mechanical	1	L.S.	\$147,941.00	\$147,941.00	0.95	\$140,543.95		\$140,543.95	95.0%	\$7,397.05
10	New Submersible Well	1	L.S.	\$45,864.00	\$45,864.00	1.00	\$45,864.00		\$45,864.00	100.0%	
11	Earthwork	1	L.S.	\$387,204.00	\$387,204.00		\$367,843.80		\$367,843.80	95.0%	\$19,360.20
	Lift Station			\$15,221.00		0.95	\$14,459.95		\$14,459.95	95.0%	\$761.05
	Control/Blower Building			\$165,210.00		0.95	\$156,949.50		\$156,949.50	95.0%	\$8,260.50
	SBR			\$206,773.00		0.95	\$196,434.35		\$196,434.35	95.0%	\$10,338.65
12	SCADA	1	L.S.	\$60,000.00	\$60,000.00						\$60,000.00
Totals				\$5,516,845.00	\$5,516,845.00		\$4,405,620.34	\$118,284.54	\$4,523,904.88	82.0%	\$992,940.12

Stored Material Summary

Contractor's Application

For (Contract):				Application Number: 9							
Application Period:				Application Date: 1/18/2023							
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 (\$)	
8	2020-705		Contractor	Lights/Wire	2/2022	\$42,384.40		\$42,384.40			
8	2020-700		Contractor	VFD/Main Disconnect/Transformers/Panels/Lights	2/2022	\$21,151.50		\$21,151.50			
8	2020-709		Contractor	Transformer	3/2022	\$17,885.57		\$17,885.57			
4	95187-1			SBR Equipment	6/2022	\$36,193.50		\$36,193.50			
3	2022-058		On-Site	Steel Building	6/2022	\$63,499.38		\$63,499.38			
2	0896712-IN		On-Site	Lift Station/ Screen Equipment	7/2022	\$194,560.00		\$194,560.00			
5	App. #1		On-Site	HDPE Liner	8/2022	\$118,284.54		\$118,284.54			\$118,284.54
	1167		On-Site	Rotary Lobe Blowers	9/2022		\$92,789.00	\$92,789.00			
			On-Site	Standby Generator	9/2022		\$84,801.97	\$84,801.97			
Totals						\$493,958.89	\$177,590.97	\$671,549.86			\$671,549.86



MUNICIPAL SUPPLY, INC. OF NEBRASKA

Municipal, Contractor, and Industrial Supplies

P.O. Box 2045 Hastings, NE 68902-2045
 PH: (402) 462-4191 FAX: (402) 462-4408
 WATS (800) 395-7473

INVOICE NUMBER: 0866086-IN
 INVOICE DATE: 3/31/2023

ORDER NUMBER: SO87430
 ORDER DATE: 3/21/2023
 SHIP DATE: 3/23/2023
 SALESPERSON: BK1
 CUSTOMER NO: 20-STPAUL

SOLD TO:
 CITY OF ST PAUL
 704 6TH STREET
 ST PAUL, NE 68873

SHIP TO:
 CUSTOMER PICK UP
 MUNICIPAL SUPPLY INC. OF NE
 1615 WEST J STREET
 HASTINGS, NE 68901

JOB #:
 MATT HELZEN

SEWER

CUSTOMER P.O.	TERMS	SHIP VIA			PRICE	AMOUNT
	NET 30 DAYS	CPU				
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
A-2361-23-10 10" MJ GATE VALVE OL	EACH	1.00	1.00	0.00	2,669.90	2,669.90
EZPVCNG10 10" MJ RESTRAINT GLAND FOR PVC	EACH	2.00	2.00	0.00	124.56	249.12
MGP10 10" MJ BOLT & GASKET KIT	EACH	2.00	2.00	0.00	35.20	70.40
VB664SHD 5' FOREIGN VALVE BOX W/LID	EACH	1.00	1.00	0.00	200.00	200.00
VB2600W 5 1/4" DROP IN LID WATER NON D	EACH	1.00	1.00	0.00	20.80	20.80

SO#87430

new valve @ Sewer UV station

03-20-270

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
 WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice: 3,210.22
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 224.71
 Invoice Total: 3,434.93

Invoice



601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

Matt Helzer
Utilities Superintendent
City of St Paul NE
704 6th St
St. Paul, NE 68873

*02-20-213
#69554
2-21-23*

February 10, 2023
Invoice No: 447355

Invoice Total \$14,138.03

Olsson Project # 020-25860 St Paul Wastewater Treatment Facility Improvements
Professional services rendered January 1, 2023 through February 4, 2023 for work completed in accordance with Agreement dated August 17, 2020, and Amendment #1 dated December 6, 2021.

Services this period include project administration, construction observation, and site visits.

Phase	500	Construction Administration	
Labor			
		Hours	Amount
		.50	43.58
Office Leader		1.00	255.11
Senior Project Manager		3.00	756.42
Senior Engineer		3.50	698.29
Project Engineer		29.50	4,068.94
Associate Engineer		3.50	441.25
	Totals	41.00	6,263.59
	Total Labor		6,263.59
Unit Billing			
Field Vehicle 1353		96.0 Miles @ 0.75	72.00
	Total Units		72.00
		Total this Phase	\$6,335.59

Phase	600	Construction Observation & Testing	
Labor			
		Hours	Amount
Team Leader		4.00	759.38
CA Senior Technician		74.25	6,623.06
	Totals	78.25	7,382.44
	Total Labor		7,382.44
Unit Billing			
Field Vehicle 1477		560.0 Miles @ 0.75	420.00
	Total Units		420.00

\$14,138.03

Project	020-25860	St Paul Wastewater Treatment Facility Im	Invoice	447355
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Total this Phase	\$7,802.44
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Billing Limits	Current	Prior	To-Date
Total Billings	14,138.03	452,648.99	466,787.02
Limit			649,503.00
Balance Remaining			182,715.98
AMOUNT DUE THIS INVOICE			\$14,138.03

Email invoices to: cjbeck@cityofstpaulne.org

Authorized By: Brian Friedrichsen

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice

601 P St Suite 200
 PO Box 84608
 Lincoln, NE 68501-4608
 Tel 402.474.6311, Fax 402.474.5063

03-20-213
WWTF
#69693
4-3-23



March 16, 2023
 Invoice No: 450151

Invoice Total \$12,056.85

Matt Helzer
 Utilities Superintendent
 City of St Paul NE
 704 6th St
 St. Paul, NE 68873

Olsson Project # 020-25860 St Paul Wastewater Treatment Facility Improvements
 Professional services rendered February 5, 2023 through March 11, 2023 for work completed in accordance with Agreement dated August 17, 2020, and Amendment #1 dated December 6, 2021.

Services this period include project administration, construction observation, progress meeting, and site visits.

Phase	500	Construction Administration	
Labor			
		Hours	Amount
	Senior Project Manager	.50	126.07
	Technical Leader	1.00	174.27
	Senior Engineer	1.00	201.27
	Project Engineer	22.00	3,034.46
	Totals	24.50	3,536.07
	Total Labor		3,536.07
Unit Billing			
	Field Vehicle 1353	45.0 Miles @ 0.75	33.75
	Total Units		33.75
		Total this Phase	\$3,569.82

Phase	600	Construction Observation & Testing	
Labor			
		Hours	Amount
	Team Leader	3.00	578.43
	CA Senior Technician	80.25	7,179.97
	CMT Senior Technician	5.50	449.63
	Totals	88.75	8,208.03
	Total Labor		8,208.03
Unit Billing			
	Field Vehicle 1477	372.0 Miles @ 0.75	279.00
	Total Units		279.00

\$ 12,056.85

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	020-25860	St Paul Wastewater Treatment Facility Im	Invoice	450151
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Total this Phase	\$8,487.03
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Billing Limits

	Current	Prior	To-Date
Total Billings	12,056.85	466,787.02	478,843.87
Limit			649,503.00
Balance Remaining			170,659.13

AMOUNT DUE THIS INVOICE	\$12,056.85
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Email invoices to: cjbeck@cityofstpaulne.org

Authorized By: Brian Friedrichsen

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice

601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

olsson

April 18, 2023
Invoice No: 453565

Invoice Total \$9,759.64

Matt Helzer
Utilities Superintendent
City of St Paul NE
704 6th St
St. Paul, NE 68873

03-20-213
NWTF

Olsson Project # 020-25860 St Paul Wastewater Treatment Facility Improvements
Professional services rendered March 12, 2023 through April 8, 2023 for work completed in accordance with Agreement dated August 17, 2020, and Amendment #1 dated December 6, 2021.

Services this period include project administration and construction observation.

Phase	500	Construction Administration	
Labor			
		Hours	Amount
Senior Engineer		.75	150.95
Project Engineer		16.50	2,275.85
Associate Engineer		1.00	137.93
Totals		18.25	2,564.73
Total Labor			2,564.73
Total this Phase			\$2,564.73

Phase	600	Construction Observation & Testing	
Labor			
		Hours	Amount
Team Leader		1.00	192.81
Technical Leader		1.00	174.27
CA Senior Technician		72.50	6,486.58
Totals		74.50	6,853.66
Total Labor			6,853.66

Unit Billing			
Field Vehicle 1477	455.0 Miles @ 0.75	341.25	
Total Units		341.25	341.25
Total this Phase			\$7,194.91

\$ 9,759.64

Project	020-25860	St Paul Wastewater Treatment Facility Im	Invoice	453565
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Billing Limits	Current	Prior	To-Date	
Total Billings	9,759.64	478,843.87	488,603.51	
Limit			649,503.00	
Balance Remaining			160,899.49	
	AMOUNT DUE THIS INVOICE			\$9,759.64

Email invoices to: cjbeck@cityofstpaulne.org

Authorized By: Brian Friedrichsen

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



**DRINKING WATER STATE REVOLVING FUND
REIMBURSEMENT REQUEST**

**NEBRASKA DEPARTMENT of ENVIRONMENT AND ENERGY
OUTLAY REPORT and REQUEST FOR REIMBURSEMENT
FOR CONSTRUCTION PROGRAMS**

CWSRF PROJECT NO.: C318049	PERIOD COVERED BY THIS REPORT: FROM: Febr. 10, 2023 TO: April 18, 2023	
DUNS NO.: #144664500 Cage#5LJN1	TYPE OF REQUEST:	
FEDERAL IDENTIFICATION NO.: 47-6006345	PARTIAL <input checked="" type="checkbox"/>	FINAL <input type="checkbox"/> PAYMENT REQUEST # 10
RECIPIENT INFORMATION: NAME: City of St Paul ADDRESS: 704 6th St CITY: St Paul STATE/ZIP: NE 68873-2021 PHONE: 308-754-4483 FAX:	CERTIFICATION: I TESTIFY THAT TO THE BEST OF MY KNOWLEDGE ALL REPRESENTATIONS MADE IN THE LOAN AGREEMENT REMAIN TRUE AND NO ADVERSE DEVELOPMENTS AFFECTING THE FINANCIAL CONDITIONS OF THE MUNICIPALITY OR ITS ABILITY TO COMPLETE THE PROJECT OR TO REPAY THE LOAN HAVE OCCURRED SINCE THE DATE OF THE LOAN AGREEMENT AND THE BILLED COSTS ARE IN ACCORDANCE WITH THE TERMS OF THE PROJECT AND THIS REIMBURSEMENT REPRESENTS THE LOAN SHARE DUE AND HAS NOT BEEN PREVIOUSLY REQUESTED.	
STATUS OF FUNDS:	CUMULATIVE TOTALS	FOR NDEE USE ONLY ADJUSTED TOTALS
A. ADMINISTRATION EXPENSE (legal fees/publica.)	-0-	
B. PLANNING/DESIGN (not used)	-0-	
C. ENGINEERING BASIC FEE (Olsson Fees)	\$ 475,524.65	
D. OTHER ENGINEERING FEES (not used)	-0-	
E. PROJECT INSPECTION FEES (not used)	-0-	
F. CONSTRUCTION COST (all work at WWF Plant)	\$4,523,904.88	
G. EQUIPMENT (City Equipment Purchase)	\$3,434.93	
H. MISCELLANEOUS COST (outside Contractor work)	\$106,049.50	
I. OTHER/FORCE ACCOUNT (not used)	-0-	
J. TOTAL CUMULATIVE TO DATE	\$5,108,913.96	
K. LESS: RETAINAGE (10%) (F)	\$226,195.24 ¹	
L. NET CUMULATIVE TO DATE ("J" minus "K")	\$4,882,718.72	
M. TOTAL SRF SHARE TO DATE (same as "L.")	\$4,882,718.72	
N. SRF PAYMENTS PREVIOUSLY RECEIVED	\$4,292,999.00	
O. AMOUNT REQUESTED THIS DISBURSEMENT (PAY)	\$589,719.72	
P. PERCENTAGE OF LOAN EXPENDED TO DATE	84%	
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:	SIGNATURE OF NDEE CERTIFYING OFFICIAL:	
DATE: May 15, 2023	DATE:	
TYPED NAME AND TITLE: Mike Feeken, Council President	TYPED NAME AND TITLE: Brian Schulte (brian.schulte@nebraska.gov) PHONE: 402-471-0803 FAX: 402-471-2909	
PLEASE CHECK: <input checked="" type="checkbox"/> Vendors paid - check copies attached or date paid & check number included on each invoice <input type="checkbox"/> Previous reimbursement vendors paid: Date _____ Check No. _____ Amount _____		

Waste Water Treatment Plant Improvements

St. Paul, Nebraska - 2021

Project #020-2586

15-Aug-22

Change Order #3 Items

No.	Item	Original Cost	New Cost	Total
1	Toshiba Magnetic Flow Meter Price Increase	\$6,469.00	\$7,666.00	\$1,197.00
2	Air Pipe from 4" to 6" due to not able to get 4" pipe	\$23,718.00	\$28,400.30	\$4,682.30
3	Additional Exit Light per Fire Marshal Review	\$0.00	\$356.00	\$356.00
4	Additional Leanto items due to increased size of electrical equipment	\$0.00	\$1,380.00	\$1,380.00
5	Additional Framing in Restroom	\$0.00	\$1,978.00	\$1,978.00
6	Change From Kawneer Doors to Hollow Metal Doors	\$42,276.00	\$33,814.57	-\$8,461.43
7	Change from Natural Gas to Electric	\$0.00	\$20,728.00	\$20,728.00
8	Concrete Stair Retaining Wall	\$0.00	\$12,952.50	\$12,952.50
			Total	\$34,812.37

Item No. 1

Brian Friedrichsen

From: Adam Rutjens <adam@rutjensconstruction.com>
Sent: Monday, March 7, 2022 9:22 AM
To: Brian Friedrichsen
Subject: FW: St Paul / Toshiba Mag Meter
Attachments: TIC 21-344-0 St Paul, NE 2021 WWTP Imp - HOA Solutions.pdf

From: Rick Reikofski <rick@rutjensconstruction.com>
Sent: Monday, March 07, 2022 9:11 AM
To: Adam Rutjens <adam@rutjensconstruction.com>
Subject: FW: St Paul / Toshiba Mag Meter

From: Sally Leftwich [<mailto:sallyl@bgagurney.com>]
Sent: Monday, March 07, 2022 8:56 AM
To: Rick Reikofski
Subject: St Paul / Toshiba Mag Meter

Hi Rick,

We received the mag meter approval last week. Adam said it's needed on site early summer. There has been a major price increase since bid last October. Attached is last year's quote. The current price is \$7666.00. We'll need a change order prior to order release.

It's the times we're dealing with right now.

Thank you,

Sally Leftwich

Gurney and Associates
4428 S. 108th Street
Omaha, NE 68137

 D: 531-200-5985 | O: 402-551-7995
 sallyl@bgagurney.com
 www.bgagurney.com

Gurney
RELATIONSHIPS • INTEGRITY • SERVICE



Relationships • Technology • Service

October 27th, 2021

ATTENTION: Collin Hoffman – collin.hoffman@hoa-solutions.com

PROPOSAL: TIC 21-344-0

ENGINEER: Olsson – Grand Island, NE

PROJECT: 2021 Wastewater Treatment Plant Improvements
St Paul, NE

BID DATE: November 1st, 2021 @ 10:00 AM CDT

PROPOSAL

DIVISION 13 – SPECIAL CONSTRUCTION
SECTION 135600/2.2 – MAGNETIC FLOW METERS

- One (1) Toshiba 12” GF632 Remote Type Magnetic Flow Meter, NSF Approved Polyurethane Liner (NPU), 316L Stainless Steel Electrodes, ANSI 150 Flange, Carbon Steel Case, cFMus (Class 1 Division 2), IP67 (NEMA 4X).
 - **Part # GF63230ANBA1**

- One (1) LF622 Remote Converter w/ 2 Digital Outputs, 1 Digital Input, Hart, 100 ~ 240 VAC, 50/60 Hz, 110 VDC
 - **Part # LF622FAC211E**

- One (1) 12” Grounding Rings, 316 Stainless Steel (Set of Two)
 - **Part # GFR30**

- (250) Remote Cable per foot - *field verify length prior to ordering*
 - **Part # Cable2AT**

- (250) Remote Cable per foot - *field verify length prior to ordering*
 - **Part # Cable3AT**

- One (1) Potting Kit, Includes Potting Solution and Two Cable Gland Fittings
 - **Part # EMFPOTTINGKITH**

Page 2
Proposal: TIC 21-344-0
2021 Wastewater Treatment Plant Improvements
St Paul, NE
October 27th, 2021

ADDITIONAL ITEMS INCLUDED:

Submittal for Engineers' approval.
IO&M Manuals.

ITEMS NOT INCLUDED:

Freight, Start-up Services

Sales or use taxes of any kind or type.
Installation labor, service or supervision.

Anchor bolts, brackets, fasteners, lubricants, controls, gauges, wiring or any other item of supply unless specifically mentioned in the preceding scope of supply.

SUBMITTAL & SHIPMENT SCHEDULE:

SUBMITTAL data can be provided within **2-3 weeks** after receipt and acceptance of a written purchase order. **SHIPMENT** can be scheduled for **4-6 weeks** after receipt of approved submittal and written notice to proceed with manufacturing.

TERMS OF PAYMENT:

NET 30 DAYS, 1.5% per month late payment charge on any **unpaid balance.**

TERMS & CONDITIONS OF SALE:

Per attached **BERT GURNEY & ASSOCIATES CONDITIONS**. No monies or contingencies have been included for acceptance of different or additional Terms & Conditions of Sale.

PRICING:

Price for the scope of supply as detailed by the preceding paragraphs is: \$ 6,469.00

Cordially yours,
GURNEY & ASSOCIATES

Matt Moul

TERMS & CONDITIONS

- {1} **BERT GURNEY & ASSOCIATES, INC.** is the "Company" and you are the "Purchaser" referred to in the terms and "CONDITIONS".
- {2} Purchaser's terms and conditions inconsistent with those set forth herein will not be recognized and will be of no effect unless agreed to in writing by the Company.
- {3} This proposal is limited to the quantities and items specifically mentioned and listed. The right to correct all typographical or clerical errors in prices or specifications is reserved.
- {4} Unless otherwise specified, prices are F.O.B. point of shipment and are subject to change unless orders are placed with the Company within thirty (30) days from date of Proposal.
- {5} The amount of any applicable tax or other government charge upon the production, sale, shipment and/or use of the goods covered by this proposal shall be added to the price and shall be paid by the Purchaser.
- {6} The Company reserves the right to assign to its Suppliers all or part of the material or equipment to be supplied under this proposal.
- {7} All proposals are subject to the approval of the Company and/or its Supplier.
- {8} If delivery specified herein is F.O.B. point of destination or F.O.B. point of shipment with freight allowed, the Purchaser shall pay the Company or its Supplier, in addition to the purchase price, any amount by which the freight on the goods may be increased by reason of increased freight rates between the dates of this proposal and shipment.
- {9} If shipments are delayed by the Purchaser, payment shall become due on date when the Company or its Supplier is prepared to make shipment, and Purchaser shall assume all risk and expense of storage.
- {10} The Company shall not be liable for failure to perform or delay in performing an obligation resulting from Acts of God, fires, strikes, accident, terrorism or other factors beyond reasonable control of the Company.
- {11} Without written authority to Purchaser, the Company or its Supplier will not be liable for expense of repairs made on material or equipment performed outside of Company's factory.
- {12} The Company shall not be liable for any special, indirect or consequential damages resulting in any manner from the furnishings of the equipment herein or for damages of any kind arising from the use of the equipment specified herein.
- {13} It is understood and agreed that title and right of possession to all material or equipment sold under this proposal remains with the Company or its Supplier until it has received the full price therefore, and same shall retain its characteristics as personal property regardless of its use prior to payment of the purchase price.
- {14} Terms, unless otherwise specified, are thirty (30) days net from date of invoice F.O.B. point of shipment and are not contingent on performance of equipment or materials. Payments in U.S. currency. The Company or its Suppliers may require pro rata payments for partial shipments.

Item No. 2



515 NW 27TH STREET #2
LINCOLN, NE 68528

PHONE (402) 438-2988
FAX (402) 438-2992

6" Pipe

Quoted To Customer
RUTJENS CONSTRUCTION INC PO BOX 99 TILDEN, NE 68781-0099
Phone (402) 368-2922 Fax (402) 368-7822

Job Name
St. Paul Change

Quote No.	Date	Page
0024937	4/21/22	1
Expiration Date	5/21/22	
Revised Date	4/21/22	
Bid Due Date	4/21/22	

Quoted By
A. J. Parsons ajparsons@winwaterworks.com (402) 615-3108

Customer	Payment Terms	Quoted To	Salesperson	FOB
000265	1% 10TH, NET 30TH	A. J. Parsons	ALAN PARSONS	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	6	6 MJ 90 DOMESTIC	187.0000	EA	1122.00
2.0	2	6x4 DI MJ Reducer C153 Domestic	123.0000	EA	246.00
3.0	2	6 MJ TEE Domestic	270.0000	EA	540.00
5.0	14	6" EBAA DI MEGALUG 1106	57.8700	EA	810.18
5.1	14	6" MJ VITON BGS	250.0000	EA	3500.00
7.0	414	6" CL53 UNLINED DI PIPE VITON GASKETS	53.5800	EA	22182.12

Due to the ongoing supply chain disruptions, material pricing and availability cannot be guaranteed at time of shipment, and may be subject to change.

Please continue to communicate with owners, engineers and ourselves as we navigate these difficult times together.

This term supersedes all other contractual provisions.



515 NW 27TH STREET #2
LINCOLN, NE 68528

PHONE (402) 438-2988
FAX (402) 438-2992

Original 4" Pipe

Quoted To Customer
RUTJENS CONSTRUCTION INC PO BOX 99 TILDEN, NE 68781-0099
Phone (402) 368-2922 Fax (402) 368-7822

Job Name
St. Paul 4"

Quote No.	Date	Page
0024938	4/21/22	1
Expiration Date	5/21/22	
Revised Date	4/21/22	
Bid Due Date	4/21/22	

Quoted By
A. J. Parsons ajparson@winwaterworks.com (402) 615-3108

Customer	Payment Terms	Quoted To	Salesperson	FOB
000265	1% 10TH, NET 30TH	A. J. Parsons	ALAN PARSONS	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	406	4" CL54 UNLINED DI PIPE	52.8000	EA	21436.80
2.0	12	VITON GASKETS	144.2000	EA	1730.40
3.0	12	4" VITON BGS	45.9000	EA	550.80
		4" EBAA DI MEGALUG 1104			

Due to the ongoing supply chain disruptions, material pricing and availability cannot be guaranteed at time of shipment, and may be subject to change.

Please continue to communicate with owners, engineers and ourselves as we navigate these difficult times together.

This term supersedes all other contractual provisions.

Item No. 3

Brian Friedrichsen

From: adam@rutjensconstruction.com
Sent: Thursday, May 19, 2022 5:30 PM
To: Brian Friedrichsen
Subject: FW: fire marshal review

From: Chuck Gee <chuck@bandces.com>
Sent: Thursday, May 19, 2022 5:10 PM
To: Adam Rutjens <adam@rutjensconstruction.com>
Subject: Re: fire marshal review

~~4 lights \$901 material and 1 exit with labor and materials for installation \$ 356.00 total \$3,960.00~~

Item No. 4

Brian Friedrichsen

From: adam@rutjensconstruction.com
Sent: Thursday, May 11, 2023 1:52 PM
To: Brian Friedrichsen
Subject: FW: St. Paul WWTP Improvements - Change Order Items
Attachments: Rutjens_20230510_155913.pdf

This Message Is From an External Sender

This message came from outside your organization. Please take care when clicking links or opening attachments. When in doubt, use the Report Phish button or contact IT to have the message analyzed.

From: Adam Rutjens
Sent: Wednesday, May 10, 2023 5:08 PM
To: 'Brian Friedrichsen' <bfriedrichsen@olsson.com>
Subject: RE: St. Paul WWTP Improvements - Change Order Items

Leanto-
Materials: 726.00
Labor: 525.00
Overhead & Profit: 129.00

~~Framing-
Material: 1020.00
Labor: 700.00
Overhead & Profit: 258.00~~

~~Walls:
Material: 9,415.00
Labor: 9,877.00
Machine: 3,490.00
Overhead & Profit: 3,123.00~~

Item No. 5

Brian Friedrichsen

From: adam@rutjensconstruction.com
Sent: Thursday, May 11, 2023 1:52 PM
To: Brian Friedrichsen
Subject: FW: St. Paul WWTP Improvements - Change Order Items
Attachments: Rutjens_20230510_155913.pdf

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Material: 1020.00
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Material: 9,415.00
Labor: 9,877.00
Machine: 3,490.00
Overhead & Profit: 3,123.00~~

Item No. 6



M&O Door Products

2781 54th Avenue
 Westside Industrial Park
 Columbus, NE 68601
 Phone 402-564-3915
Toll Free 800-658-4274
 Fax 402-564-6696

FAX Facts	
Fax No.	
Pages	
Fax Date	/ /
Fax Time	: AM PM

QUOTATION

CUSTOMER	* Quote Number
Attention RICK	IMC 0107797
Company RUTJENS CONSTRUCTION	Date November 11, 2021
Address	Project WWTF PROJECT
City State Zip ST PAUL NE	Contractor Original Kawneer Doors
	Architect

M & O Door Products proposes to furnish the following:

Quantity	Item Description	Unit Price	Extended Price
	KAWNEER - 601 XT ALUMINUM EGRESS SYSTEMS	\$ -	\$ -
6	#601T FRAMES - 1 LTS WIDE X 1 LTS HIGH CLASS 1 FRAMES	\$ -	\$ -
1	3070 HM FRAME - WELDED - 9 1/2" DEPTH - 90MIN RATED	\$ -	\$ -
6	3070 FLUSHLINES DOORS ALUMINUM -	\$ -	\$ -
	SWINGS:	\$ -	\$ -
	100 - RHR	\$ -	\$ -
	100A - RHR	\$ -	\$ -
	101D - LHR	\$ -	\$ -
	102 - LHR	\$ -	\$ -
	103 - RHR	\$ -	\$ -
	104 - LH	\$ -	\$ -
1	3070 HM DOOR - FLUSH - PRIME - ED MORTISE PREP (101 RHR)	\$ -	\$ -
2	#8470TL HORZ SLIDERS - INSUL SLIDING WINDOW SYSTEMS	\$ -	\$ -
	ADDENDUM #2 SPEC INCLUDED	\$ -	\$ -
1	MATERIAL LUMP SUM	\$ 24,100.00	\$ 24,100.00
	HARDWARE-----	\$ -	\$ -
1	SET #1	\$ -	\$ -
1	SET #4	\$ -	\$ -
1	SET #2	\$ -	\$ -
1	SET #3	\$ -	\$ -
1	SET #5	\$ -	\$ -
1	SET #7	\$ -	\$ -
1	SET #6 (ADD FOR DOOR 101)	\$ -	\$ -
1	HARDWARE MATERIAL LUMP SUM	\$ 11,176.00	\$ 11,176.00
		\$ -	\$ -
1	M&O INSTALLATION LUMP SUM	\$ 7,000.00	\$ 7,000.00
	TAX NOT INCLUDED IN ANY BIDS	\$ -	\$ -
	FREIGHT WILL BE ACTUAL UPON ARRIVAL	\$ -	\$ -
QUOTATION TOTAL			\$ 42,276.00

Quoted prices will remain in effect for 30 days. Unless otherwise noted, items quoted above are FOB M&O Door Products, 2781 54th Ave., Columbus, NE. Prices quoted are for all items ordered and shipped on one order. Changes in quantities ordered may affect unit prices.

MARK	Accepted by: _____
Quoted by: IAN M CIUREJ	P.O. Number.: _____ Date: _____

Printed: 7/5/2022 2:41:44PM

M & O Door Products

2781 54th Avenue
Columbus, NE 68601-2061
(402) 564-3915

Order Number: **0109431**

Order Date: 6/16/2022

Salesperson: IMC

Order Writer: IMC

Customer Number: ALLBID

Hollow Metal Doors

Sold To:
ALLBIDDER
BID

Ship To:
ALLBIDDER
BID

Customer P.O.	Deliver Method	F.O.B.	Terms
WWTP - ST PAUL NEBRASKA	M&O SERVICE TRK		FULL PAYMENT IN ADVANCE

Quantity	Item Number/Description	Unit	Price	Amount	UT
2.000	/2PRDS #8470TL HORZ SLIDERS	EACH			
	FRAMES				
5.000	FKF6C534SGLAWC FRAME KIT F16C 534 SGLAW ASA	EACH			
Bill Option 1	Option Code: 05 3'0 OPENING WIDTH				
Bill Option 2	Option Code: 03 7'0 OPENING HEIGHT X LH				
Bill Option 3	Option Code: 03 METAL STUD ANCHORS (8)				
2.000	FKF6C534SGLAWC FRAME KIT F16C 534 SGLAW ASA	EACH			
Bill Option 1	Option Code: 05 3'0 OPENING WIDTH				
Bill Option 2	Option Code: 04 7'0 OPENING HEIGHT X RH				
Bill Option 3	Option Code: 03 METAL STUD ANCHORS (8)				
7.000	/2PF/C WELD CR TYPE CL REF IN HEAD .1	PREP			
14.000	/2PF/WELDDIE WELD DIE CUT HM FR JOINT .3	PREP			
	HM DOORS				
7.000	Z8BW3070FN86EAC DOOR 18GA BW 3070 NH 86E A60 C	EACH			
1.000	/2PD/DEVM PREP DOOR FOR MORT EXIT DEV .8	PREP			
6.000	/2PD/SECTRIM PREP DR FOR MORT LOCK TRIM .8	PREP			
	HARDWARE				
21.000	5BB1 NRP 630 HINGE BB NRP 4-1/2 X 4-1/2 FULL MORTISE	EACH			
	NON-FERROUS				
7.000	SC71A RWPA AL DOOR CLOSER SIZE 1-6	EACH			
1.000	/2PRDS 9975EO-3FT-313	EACH			
1.000	/2PRDS 990NL-M-26D	EACH			
6.000	/2PRDS 20-001-C-114-626	EACH			
6.000	/2KEYSCH REKEY SCHLAGE LOCK IN-HOUSE	CYL			
1.000	/2PRDS L9010-06N-626	EACH			
4.000	/2PRDS L9080P-06L-626 STOREROOM	EACH			

QUOTE

Printed: 7/5/2022 2:41:44PM

M & O Door Products

2781 54th Avenue
Columbus, NE 68601-2061
(402) 564-3915

Order Number: **0109431**

Order Date: 6/16/2022

Salesperson: IMC

Order Writer: IMC

Customer Number: ALLBID

Sold To:
ALLBIDDER
BID

Ship To:
ALLBIDDER
BID

Customer P.O.	Delivery Method	F.O.B.	Terms
WWTP - ST PAUL NEBRASKA	M&O SERVICE TRK		FULL PAYMENT IN ADVANCE

Quantity	Item Number/Description		Unit	Price	Amount	UT
1.000	/2PRDS	L9040-06L-626	EACH			
2.000	/2PRDS	904H-32D	EACH			
6.000	170A 36	THRESHOLD 4" X 1/2" X 36"	EACH			
6.000	8192A 36	DOOR BOTTOM NYL BRUSH CLR 36"	EACH			
6.000	39WA 36	BOTTOM SEAL NEOPRENE CLR 36"	EACH			
1.000	S88D17	GASKET ADH DARK BRZ 17' ROLL	EACH			
6.000	306AQD 36X84	WEATHERSTRIP KIT 3 PIECE	EACH			
3.000	142A 40	DRIP OVERHEAD RAIN	EACH			
3.000	409 32D	STOP WALL CONCAVE W/NYLON TOGGLER	EACH			
1.000	/2FRGT	DR PR OUTBOUND/DROP FRGT CHG	CHRG			
160.000	/2LBIN	MOD LABOR INSTALL (HR) 1.0	MNHR			

Net Order:	33,814.57
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	33,814.57

Item No. 7



402/368-2922

RUTJENS**CONSTRUCTION, INC.**

P.O. BOX 99 • TILDEN, NE 68781-0099

St. Paul WWTP ImprovementsControl Building Water Heater, Furnace, & Unit Heater Change from Natural Gas to Electric or Propane**From Natural Gas to Propane:**

All the existing units purchased can still be used and converted to accommodate propane use. The cost to add the conversion kits would be a total of \$823.00.

From Natural Gas to Electric:

The following items would need to be returned or added for the three items to be ran on electricity.

Electrical:

1. Add 35/2 pole breaker, install 2 #8 #10 grd in 3/4" conduit & disconnect furnished by others- Furnace
2. Install 30 Amp single pole breaker, 3 #10 3/4" conduit and disconnect for water heater
3. Install 30 Amp single pole breaker, 3 #10 3/4" conduit and disconnect for heater 1
4. Install 30 Amp single pole breaker, 3 #10 3/4" conduit and disconnect for heater 2.

Total Estimated Cost - \$9,548.00

Mechanical:

The cost to provide an electric furnace, outdoor HP, water heater, and unit heaters along with a credit to delete the gas piping is listed below. The supplier has not given us a firm answer on any potential restocking fees. The only answer received was that there is a possibility for restock if all items are boxed and in new re-sellable condition, but the suppliers are very picky about this. They state that if any credit is given it would be determined when the item is returned and inspected. At this point, we think restocking will not amount to much if anything. Please see the pricing for the changes below:

Additions:

- | | | |
|----|-----------|-------------|
| 1. | Materials | \$10,147.00 |
| 2. | Labor | \$No Change |
| 3. | Markup | \$2,001.00 |

Total: \$12,148.00

Credit for gas piping:

- | | | |
|----|-----------|----------|
| 1. | Materials | \$359.00 |
| 2. | Labor | \$609.00 |

Total: \$968.00

Total Add for Mechanical: \$11,180.00

With electrical and mechanical items combined, the total add to convert to electric would be \$20,728.00

Please let me know if you have any questions or need any additional information.

Thanks,

Adam Rutjens
Rutjens Construction

Item No. 8

Brian Friedrichsen

From: adam@rutjensconstruction.com
Sent: Thursday, May 11, 2023 1:52 PM
To: Brian Friedrichsen
Subject: FW: St. Paul WWTP Improvements - Change Order Items
Attachments: Rutjens_20230510_155913.pdf

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From: Adam Rutjens
Sent: Wednesday, May 10, 2023 5:08 PM
To: 'Brian Friedrichsen' <bfriedrichsen@olsson.com>
Subject: RE: St. Paul WWTP Improvements - Change Order Items

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Materials: 726.00
Labor: 525.00
Overhead & Profit: 129.00~~

~~Framing-
Material: 1020.00
Labor: 700.00
Overhead & Profit: 258.00~~

Walls:
Material: 9,415.00
Labor: 9,877.00
Machine: 3,490.00
Overhead & Profit: 3,123.00

Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Thursday, May 11, 2023 12:36 PM
To: Connie Beck
Subject: RE: WWTF Change Order
Attachments: 22-19-7_Change Order #3.pdf

Here is the current copy I have. I am waiting for Rutjens to sign and return and get me a bit more documentation. But this is where we will be at.

Thanks,

From: Connie Beck <cjbeck@cityofstpaulne.org>
Sent: Thursday, May 11, 2023 12:32 PM
To: Brian Friedrichsen <bfriedrichsen@olsson.com>
Subject: WWTF Change Order

This Message Is From an External Sender

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Good Afternoon, Brian, how soon will you be getting me the WWTF Change Order for the Council meeting on Monday, May 15, 2023? Thanks.

*Connie Jo Beck
City of St. Paul
City Clerk/Deputy Treasurer
704 6th Street
St Paul NE 68873
Telephone: (308)754-4483
Fax: (308)754-5286*

Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Wednesday, May 10, 2023 9:47 AM
To: Connie Beck
Cc: Matt Helzer
Subject: St. Paul WWTP Improvements - Change Order

Connie,

After talking to Rutjens, we may try to push the change order through that we have been asking about for months on this meeting. Should not take any additional time but there will be a dollar amount change along with the time extension. Since the pay request is already in your hands, we will just want to approve the pay request before the change order so all the numbers will work out. Let me know if you have any questions. I should have this to you by the end of the day.

Thanks,

Brian J. Friedrichsen, PE
Project Engineer / Civil

D 308.398.2946
C 308.750.4326

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

olsson[®]

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Extend
Completion
date.



LETTER AGREEMENT AMENDMENT #1

Date: May 15, 2023

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated December 7, 2023 between the St. Paul Economic Development Corporation ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Middle Loup Subdivision

Project Description: Civil design for Phase II of the Middle Loup Subdivision

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Design Services

Phase 200 – Civil Design

Task 201 – Civil Design

Olsson shall use the preliminary plat to complete the design of Phase II of the Middle Loup Subdivision. The design includes creating a water main loop to connect both Adams Street and Davis Street along Channel Road, completing the sanitary sewer improvements along Channel Road, and storm sewer improvements. The site grading will be finalized, and streets designed for concrete paving improvements.

Olsson will create a new plan set to combine the previously created plans for Phase I and the Highway 281 access plans. These plans will be submitted to NDOT, DHHS, and NDEE for review and approval. The fee for the permitting process was covered under the original agreement.

Task 203 – Quality Control

Olsson will conduct internal quality reviews at the 30, 60, and 90 percent design stages.

Bidding Services

Bid phase services were included in the original agreement.

Construction Services

Construction phase services are not included at this time. A contract amendment shall be utilized once the bidding process has been completed.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: May 15, 2023
Anticipated Completion Date: June 19, 2023 (design completed)

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

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to the original 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 \$44,500.00.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment 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. 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

By 
Jeff Palik

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

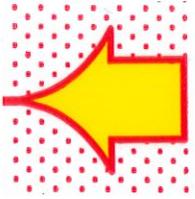
ST. PAUL ECONOMIC DEVELOPMENT CORPORATION

By _____
Signature

Printed Name _____

Title _____

Dated: _____



*Original
Letter Agreement*



**LETTER AGREEMENT
FOR PROFESSIONAL SERVICES**

December 7, 2022

St. Paul Economic Development Corporation
Attn: Dream Solko
423 Howard Avenue
St. Paul, Nebraska 68873

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Replat and design of the Middle Loup Subdivision (the "Project")
Middle Loup Subdivision

Dear Mrs. Solko:

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

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

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: January 9, 2023
Anticipated Completion Date: March 31, 2023 (design complete and ready for client and state approvals)

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

COMPENSATION

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

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$46,575.00.

TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be Dream Solko.

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

OLSSON, INC.

By Brian Friedrichsen
Brian Friedrichsen

By Jeff Palik
Jeff 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:

ST. PAUL ECONOMIC DEVELOPMENT CORPORATION

By Dream Solko
Signature

Print Name Dream Solko

Title Economic Development Director

Dated 1/12/2023



Attachments

General Provisions

Scope of Services

Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated December 7, 2022, between the St. Paul Economic Development Corporation ("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).

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated December 7, 2022, between the St. Paul Economic Development Corporation ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Middle Loup Subdivision

Project Description: Replat and design of the Middle Loup Subdivision

SCOPE OF SERVICES

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

DESIGN SERVICES

Phase 100 – Re-platting and Easements for the Middle Loup Subdivision

Task 101 – Re-Platting Services

Olsson shall use the potential property buyer's layout to adjust the Adams Street ROW to allow for the proposed building to meet the City of St. Paul's zoning requirements. Olsson will prepare the plat documents for approval and to be recorded at the county. Any plat fees or county record fees shall be paid by the Client.

Task 102 – NDOT Easements

Olsson shall create the exhibits needed to obtain a utility easement from NDOT for the storm sewer discharge. Any easement costs shall be paid by the Client.

Phase 200 – Civil Design

Task 201 – Civil Design

Olsson shall use the previously created plans and adjust the streets, grading, and utilities based on the replat to meet the City of St. Paul standards. For this project, the storm sewer will be designed to handle the overall sites design flow but will only be bid out for the portion being improved.

The sanitary sewer will be designed for the entire site and the plans will include gravity sewer, lift station, and force main. Lift station shall be a duplex lift station with grinder.

The water will be extended from the Highway 281 corridor and will extend along Adams Street to the east and stop with a dead-end line.

The section of Adams Street from Highway 281 east to Channel Road shall be concrete pavement with curb and gutter. Any additional work to be done on Channel Road or River Road are to be designed for future paving but constructed by utilizing gravel surfacing.

Technical specifications shall be completed for the proposed construction work.

Task 202 – Project Permitting

Olsson shall utilize the already completed Highway 281 and Adams Street access plans to submit to NDOT for approval. The plans will be incorporated into the overall project plan set.

Olsson shall submit the updated water plans to DHHS for review and approval. The review fee shall be paid by the client.

Olsson shall submit the updated sanitary sewer plans to NDEE for review and approval.

Olsson shall complete a SWPPP document with NDEE that will be implemented by the contractor during construction.

Task 203 – Quality Control

Olsson will conduct internal quality reviews at the 30, 60 and 90 percent design stages.

Olsson will provide three sets of drawings and specifications to the Client at the 90 percent design stage, conduct a meeting with Client or Client's Designee to discuss their review comments, and resolve questions or concerns.

BIDDING SERVICES

Phase 300 – Bid Phase Services

Task 301 - Prepare Notice to Bidders and Issue Documents

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Task 302 - Review and Evaluate Bids

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

Task 303 - Conform Documents

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

distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

CONSTRUCTION SERVICES

Construction phase services are not included at this time. A contract amendment shall be utilized once the bidding process has been completed.

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

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

REIMBURSABLE EXPENSE SCHEDULE

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

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.625/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).

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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.

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

Monday, January 9, 2023 at 6:00 p.m.
RE: Study Session Regarding the Middle Loup Subdivision

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, January 9, 2023 at 6:00 p.m. Present were Mayor Joel M. Bergman and Council members Katie Kowalski, Chuck Schmid, Mike Feeken & Bill Peters. Absent: None. Notice of the meeting was posted in four (4) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Bergman opened the meeting at 6:00 p.m., 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. Mayor Bergman also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by State Law.

St. Paul Development Corp. (SPDC) Executive Director Dream Solko and Assistant Executive Director Parker Klinginsmith were present to discuss the Middle Loup Subdivision improvements, cost and funding. Also in attendance were St. Paul Development Corp. (SPDC) Board members Mike Kezeor, Glen Killion, Vincent Christensen and Jordan Meyer.

Executive Director Dream Solko indicated that a business is interested in a pair of lots in the Middle Loup Subdivision, along with numerous others that have an interest in a location or intending to rent. Executive Director Solko stated that St. Paul needs to expand or it will remain stagnant; there is no other space for commercial or light industrial development in St. Paul.

Other topics of discussion regarding the Middle Loup Subdivision comprised of the water and sewer infrastructure, along with the streets, whether to gravel or have them paved; gas line; easement; lot cost; three (3) phase electrical power; sewer lift station; tax increment financing (TIF); and the project will be performed in two (2) phases beginning on the north portion of the subdivision. Utilities Superintendent Matt Helzer quoted Section 5.04.03 in the Subdivision Regulations regarding "Street Grading and Construction" that curbs and gutters shall be required for all streets within the boundaries of the subdivision unless accepted by the City in accordance with the terms of this ordinance.

 The next item up for discussion was the Olsson "Letter Agreement for Professional Services" regarding the replat and design of the Middle Loup Subdivision. The scope of services will be provided on a time-and-expense basis not to exceed \$46,575. Council member Feeken moved to approve the Olsson "Letter Agreement for Professional Services" regarding the replat and design of the Middle Loup Subdivision. Council member Kowalski seconded the motion. Then a

brief discussion ensued regarding the "Agreement" being in the St. Paul Economic Development Corp. name. Council member Feeken then withdrew his motion.

St. Paul Development Corp. (SPDC) Executive Director Dream Solko will contact Andrew Willis at Cline Williams, Lincoln, NE regarding the Middle Loup Subdivision (1) Redevelopment contract, (2) Tax Increment Financing (TIF) and (3) recouping Olsson's replat and design cost through Tax Increment Financing (TIF) if the "Agreement" cost is paid immediately.

The Mayor and Council members were all in agreement to support the St. Paul Development Corp. (SPDC) "Letter Agreement for Professional Services" funding from the 25% Infrastructure or the LB 840 (sales tax) funds.

There was no further business to come before the Mayor and City Council members, therefore, Mayor Bergman adjourned the City Council meeting at 6:52 p.m.

Date: January 9, 2022



Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

ADDENDUM TO
WHOLESALE POWER CONTRACT
between
HOWARD GREELEY RURAL PUBLIC POWER DISTRICT
and
CITY OF ST. PAUL

WHEREAS, this ADDENDUM ("Addendum") to the WHOLESale POWER CONTRACT ("Contract") is made and entered into effective the ___ day of May 2023, by and between HOWARD GREELEY RURAL PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, with its principal office located at _____ ("HGRPPD"), and the CITY OF ST. PAUL, located in Howard County, Nebraska ("St. Paul").

WHEREAS, each term of the Contract shall remain in full force and effect except specifically and to the extent modified by this Addendum.

NOW THEREFORE, the WHOLESale POWER CONTRACT is hereby supplemented as follows:

ARTICLE XIV: Solar Power Purchase

14.01. HGRPPD has contracted for the generated output of a one (1) megawatt solar facility located on property owned by St. Paul and leased to HGRPPD ("Solar Facility"). St. Paul shall purchase 20% of the generated output of the Solar Facility ("St. Paul Allocation"), so long as, the Contract, and any amendment thereto, remains in full force and effect.

14.02 HGRPPD shall invoice St. Paul for the St. Paul Allocation pursuant to [WPS-1] on a monthly basis and shall be paid pursuant to Section 4.02 of the Contract.

14.03 St. Paul shall be charged a Wheeling Fee, pursuant to Rate Schedule WS-1 and a Transformation Fee, pursuant to Rate Schedule WPS-1 and WS-1 attributable to the delivery of the St. Paul Allocation.

14.04 HGRPPD shall meter the generated output of the Solar Facility and then calculate the St. Paul Allocation for billing purposes. HGRPPD does not guarantee a minimum quantity of generation or delivery of the St. Paul Allocation. St. Paul shall purchase 100% of its electrical power from HGRPPD through a combination of the St. Paul Allocation and the terms of the Contract.

14.05. Claims for failure to deliver the St. Paul Allocation shall be governed by Article VI of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Wholesale Power Contract to be executed in two original counterparts by their duly authorized officers or representative and their corporate seals to be hereunto affixed as of the dates indicated below.

[signatures to follow]

**HOWARD GREELEY RURAL
PUBLIC POWER DISTRICT**

By: _____

Title: _____

Date: _____

ATTEST:

CITY OF ST. PAUL

By: _____

Title: Mike Feeken, Council President

Date: May 15, 2023

ATTEST:

Connie Jo Beck, City Clerk/Deputy Treasurer

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: may 15

Requested Agenda Item: amend tif on Dalton Meadows

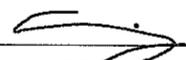
Please state your Agenda Item (please be specific, providing documentation if available):

Request to put both builds for the year 2023
on end of tif agreement. Build #1 lost investor due
to higher interest rates. Build #2 put on hold until
2024 due to lot owner having major health issues.

What action do you want the City Council to take? Allow the builds to be at the end of the tif.

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

Name (please print): Caitlin Birdsell

Name (signature): 

Address: 2298 Hwy 92 Farwell, Ne 68838

Phone Number: 308-754-8332

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: _____

New

754-8332

TIF PROJECT Fund Numbers				Base Year	Year	TIF	Revenue	Expense Code
TIF Fund #	TIF Project Name	Name	Started	Complete	Amount	Code		
1	8650 Bomgaars	Next Generation Prop.	2007	2015				
2	8651 CHS Enterprises	Cory & Heather Schmidt	2008	2018				
3	8652 Lots 15 & 16, Prairie Falls	Diane Johnson	2017		\$ 30,000.00	68-900	68-60-900	
4	8653 Lot 13, Dalton Meadows	Jeremy Taylor	2017	2017		68-901		
5	8654 Lot 16, Dalton Meadows	Roy Barta	2017	2017		68-902		
6	8655 Lot 14, Dalton Meadows	Brock Prater	2018	2018		68-903		
7	8656 Lot 18, Dalton Meadows	Chad & Brenda Wells	2018	2018		68-904		
8	8657 Lots 13 & 14, Prairie Falls	Ramiro Mendez (Starkey)	2018		\$ 30,000.00	68-905	68-60-899	
9	8658 Lot 4, Dalton Meadows	Bryan & Theresa Robinson	2018	2019		68-906		
10	8659 Lots 11 & 12, Prairie Falls	Mike Sok	2018		\$ 30,000.00	68-907	68-60-898	
11	8660 Lot 3, Dalton Meadows	Spencer Robinson	2019	2019		68-908		
12	8661 Lot 9 - 13, Block 78, O.T.	Bed Head Coffee - M. Yutesler	2020		\$ 55,000.00	68-909	68-60-909	
13	8662 Lot 2, Block 3, Harris Sub.	Cory / Tarra Larsen	2020		\$ 30,910.00	68-910	68-60-910	
14	8663 Lots 17 & 18, Prairie Falls	Mark Dvorak	2021		\$ 30,000.00	68-911	68-60-911	
15	8664 Lot 19, Dalton Meadows	Ann Peterson Owner/ Rent Jack Evers	2021	2020		68-912		
16	8665 Lot 20, Dalton Meadows	Tyler Solko	2021	2020		68-913		
17	8666 Kevin Brandt: VOIDED: Backed Out - S/B 2021 Home							
18	8667 Lot 6, Dalton Meadows	Scott & Heather Seaman	2021	2021		68-915		
19	8668 Lots 19 & 20, Prairie Falls	Nolan Reilly	2021		\$ 30,000.00	68-916	68-60-916	
20	8669 Lots 21 & 22, Prairie Falls	Kent Payne	2021		\$ 30,000.00	68-917	68-60-917	
21	?? Lots 1-8 Prairie Falls & Lots 1 and 6, Blk 4 in Harris Subd.	Mark Starkey - NO Bldg Permit Yet!	2022		\$ 40,000.00	68-918	68-60-918	
22	8670 Lot 12, Dalton Meadows	Caitlin Jerabek Spec Home (New Construction 3-8-23)	2022	2022		68-919		
23	8671 Lot 5, Dalton Meadows	Andrew Wilshusen	2022	2022		68-914		
24	8672 Lots 9 & 10, Prairie Falls	Kim & Lisa Jensen	2022		\$ 30,000.00	68-920	68-60-920	
			Krzycki - 2024					
			***MAD Dev. to CITY: 68-60-008 = \$290,000.00					
			***MAD Dev. to C. Birdsell: 68-60-009 = \$424,000.00					

Note: Need two (2) homes in 2023!

New Agreement

THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT
(Dalton Meadows Subdivision Project)

This Third Amendment to Redevelopment Agreement ("Third Amendment") is entered into by and between the Community Development Agency of the City of St. Paul, Nebraska ("CDA") and Mad Development, LLC, a Nebraska Limited Liability Company ("Redeveloper").

RECITALS

- A. The CDA and the Redeveloper entered into a Redevelopment Agreement dated February 16, 2016, to implement the Dalton Meadows Subdivision Project. Said Agreement was then Amended (First Amendment) on the 1st Day of August 2016 and further amended (Second Amendment) on July 20, 2020.
- B. That for the purposes of this Third Amendment all other paragraphs and conditions of the original agreement, the First Amendment and the Second Amendment are herein restated and affirmed. EXCEPT the following is amended as follows:

Table showing two (2) lots shall be developed for the first six (6) years. Said development schedule shall be amended to show that the minimum development for year five (5) shall be amended to one (1) lot in the fifth year and year seven (7) shall be amended to two (2) lots in the 7th year, as shown in the table below. All other parts of Exhibit C Page 3 shall remain unchanged.

Subphase	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Minimum Lots	2	2	2	2	1	2	2	1	1	1	1	1	1	1
Effective Date	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030

Handwritten notes: "2023" above column 7, "need 2" below column 7, and checkmarks below columns 1-6.

This Third Amendment to Redevelopment Agreement is effective as of the 19th day of July, 2021.

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF ST. PAUL
NEBRASKA

ATTEST:

By: *Connie Beck*
Connie Beck, City Clerk

By: *Joel M. Bergman*
Joel M. Bergman, Mayor

EXHIBIT "C"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Old Agreement

Assumptions:

Howard Co. Tax Levy (2015) 2.109722
 4% Series A
 Interest Rate 7.5% Series B
 TIF period (per lot) 15 years
 Number of Units 20
 Base Value/Unit 10,000
 Final Value/Unit 200,000

Projected Subphases and Available TIF (For TIF Projections Only)

Subphase	1	2	3	4	5	6
# Units	2	2	2	2	2	2
Effective Date	2017	2018	2019	2020	2021	2022
Base Value	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Base Taxes	\$422	\$422	\$422	\$422	\$422	\$422
Completed Value	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Total Taxes	\$8,439	\$8,439	\$8,439	\$8,439	\$8,439	\$8,439
Increment	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017
years	1 to 15	2 to 16	3 to 17	4 to 18	5 to 19	6 to 20
Annual TIF	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017

Subphase	7	8	9	10	11	12	13	14
# Units	1	1	1	1	1	1	1	1
Effective Date	2023	2024	2025	2026	2027	2028	2029	2030
Base Value	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Base Taxes	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211
Completed Value	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Total Taxes	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219
Increment	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008
years	7 to 21	8 to 22	9 to 23	10 to 24	11 to 25	12 to 26	13 to 27	14 to 28
Annual TIF	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008

Connie Beck

From: Connie Beck
Sent: Thursday, May 4, 2023 2:51 PM
To: Caitlin Jerabek (caitlin@bblueprints.com)
Subject: CONSENT AGENDA FORM TO PLACE ITEM ON THE MONDAY, MAY 15, 2023 AGENDA
Attachments: Agenda Item Request Form.docx

Importance: High

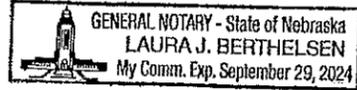
Good Afternoon, Caitlin, please see the attached Consent Agenda form to place your item on the Monday, May 15, 2023, Agenda; please make sure the topic is in detail so that my Council understands. This is pertaining to Amending the Dalton Meadows Redevelopment Agreement. I will need the form before or on Wednesday, May 10, 2023. Nice talking to you; thank you.

*Connie Jo Beck
City of St. Paul
City Clerk/Deputy Treasurer
704 6th Street
St Paul NE 68873
Telephone: (308)754-4483
Fax: (308)754-5286*

Caitlin Jerabek@hotmail.com

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this 19th day of July, 2021, by Joel M. Bergman, Mayor and Connie Jo Beck, City Clerk/Deputy Treasurer respectively of the Community Development Agency of the City of St. Paul, Nebraska, a public body corporate and politic, on behalf of the Agency.



Laura J. Berthelsen
Notary Public

“REDEVELOPER”

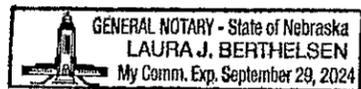
Mad Development, LLC, a Nebraska
Limited Liability Company

Caitlin Jerabek
Caitlin Jerabek, Manager

Dennis V. Bauer
Dennis V. Bauer

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this 19th day of August, 2021, by Caitlin Jerabek, Manager of Mad Development, LLC, a Nebraska Limited Liability Company, on behalf of the company.



Laura J. Berthelsen
Notary Public



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

*Mailed
4-9-21*

April 8, 2021

Caitlin Jerabek
2298 Hwy 92
Farwell NE 68838

RE: Project TIF Homes Built in Phases

Dear Ms. Jerabek

Sending a note of awareness regarding the number of homes built up-to-date in the Dalton Meadows Subdivision (MAD Development). Just to clarify per the dates on the "Notice to Divide" the calendar year in which the division of real property tax becomes effective: in **2017** – two (2) homes built; in **2018** – three (3) homes built; in **2019** – one (1) home built; in **2020** – zero homes built; and in **2021** – three (3) homes built, along with the Brandt's (Lot 5) backing out on building, that brought it to four (4) homes built. In the last five (5) years, nine (9) homes were built. According to the "Redevelopment Agreement", ten (10) homes should be built by Year 2021 end.

Please take your time to clarify this information, so that it is correct; want to be on the same page as MAD Development.

If you have any questions regarding this matter, please don't hesitate to call or email. Thank you!

Respectfully,


Connie Jo Beck

Connie Jo Beck, City Clerk/Deputy Treasurer



File: Shared: Dalton Meadows Home Built

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



EXHIBIT "C"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions: Howard Co. Tax Levy (2015) 2.109722
 4% Series A
 Interest Rate 7.5% Series B
 TIF period (per lot) 15 years
 Number of Units 20
 Base Value/Unit 10,000
 Final Value/Unit 200,000

Projected Subphases and Available TIF (For TIF Projections Only)

Subphase	2017 1	2018 2	2019 3	2020 4	2021 5	2022 6
# Units	2	2	2	2	2	2
Effective Date	2017	2018	2019	2020	2021	2022
Base Value	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Base Taxes	\$422	\$422	\$422	\$422	\$422	\$422
Completed Value	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Total Taxes	\$8,439	\$8,439	\$8,439	\$8,439	\$8,439	\$8,439
Increment	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017
years	1 to 15	2 to 16	3 to 17	4 to 18	5 to 19	6 to 20
Annual TIF	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017

Subphase	2023 7	2024 8	2025 9	2026 10	2027 11	2028 12	2029 13	2030 14
# Units	1	1	1	1	1	1	1	1
Effective Date	2023	2024	2025	2026	2027	2028	2029	2030
Base Value	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Base Taxes	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211
Completed Value	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Total Taxes	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219
Increment	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008
years	7 to 21	8 to 22	9 to 23	10 to 24	11 to 25	12 to 26	13 to 27	14 to 28
Annual TIF	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008

Connie Beck

From: Connie Beck
Sent: Thursday, May 11, 2023 2:07 PM
To: Joel Bergman
Cc: Mike Feeken
Subject: FW: Dalton Meadows / MAD Development Redevelopment Agreement

Importance: High

From: Andrew R. Willis <awillis@clinewilliams.com>
Sent: Thursday, May 11, 2023 1:41 PM
To: Connie Beck <cjbeck@cityofstpaulne.org>
Subject: RE: Dalton Meadows / MAD Development Redevelopment Agreement

Connie – per section 6.02 of the Redevelopment Agreement, if the Redeveloper does not build the homes per the required schedule, then Redeveloper shall make a deficiency payment in the amount that the taxes are short. So, if Caitlin is two homes behind, the City can require her to make a payment of the equivalent of taxes on two \$200,000 homes (roughly \$8,000) each year. Part of that increment goes to pay Caitlin's TIF Note, so the net effect is only paying the amount that would be applied on the CDA's note. I can go back and look at the math closer, and I can draft a demand letter if you would like, but ultimately she should be paying the deficiency payment if she is behind on construction.

I would also note that if there is excess TIF at the end, that is typically used to reimburse any deficiency payments, so she could get some of the payments back.

CLINE WILLIAMS ANDREW R. WILLIS
CLINE WILLIAMS WRIGHT JOHNSON & OLDFATHER, L.L.P.
233 South 13th Street | 1900 US Bank Bldg. | Lincoln, NE 68508
Direct: 402.479.7151 | Main: 402.474.6900 | www.clinewilliams.com
Lincoln | Omaha | Aurora | Fort Collins | Holyoke

From: Connie Beck <cjbeck@cityofstpaulne.org>
Sent: Wednesday, May 10, 2023 10:41 AM
To: Andrew R. Willis <awillis@clinewilliams.com>
Subject: Dalton Meadows / MAD Development Redevelopment Agreement
Importance: High

Good Morning Attorney Willis, can you please tell me what Dalton Meadows / MAD Development PENALTY would be if Caitlin Jerabek (MAD Development) CANNOT building her homes according to the Redevelopment Agreement? Need to let the Mayor and Council members aware that she is behind two (2) home this year. Thanks.

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

**REDEVELOPMENT AGREEMENT
(Dalton Meadows Subdivision Project)**

This Redevelopment Agreement is made and entered into as of the 16 day of February, 2016, by and between the Community Development Agency of the City of St. Paul, Nebraska ("CDA") and Mad Development, LLC, a Nebraska limited liability company ("Redeveloper").

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of St. Paul ("City"), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. The CDA has approved the Redeveloper's proposed redevelopment project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.

G. CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

B. "CDA" means Community Development Agency of the City of St. Paul, Nebraska.

C. "City" means the City of St. Paul, Nebraska.

D. "County" means Howard County, Nebraska.

E. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

F. "Minimum Lot Valuation" means the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00).

G. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A".

H. "Project" means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A" attached and incorporated by this reference.

I. "Project Site" means all that certain real property situated in the City, more particularly described on Exhibit "A".

J. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

K. "Redeveloper" means Mad Development, LLC, a Nebraska limited liability company.

L. "Redevelopment Agreement" means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

M. "Redevelopment Area" means the Redevelopment Area #2 that is set forth in the Redevelopment Plan.

N. "Redevelopment Plan" means the Redevelopment Plan for the Redevelopment Area by the CDA and approved by the City pursuant to the Act, as amended from time to time. A copy of the Redevelopment Plan is available at the offices of the City Clerk.

O. "Tax Increment" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

P. "TIF Indebtedness" means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by the Tax Increment.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

**ARTICLE II
REPRESENTATIONS**

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing community development agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

**ARTICLE III
OBLIGATIONS OF THE CDA**

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date and continuing thereafter, the CDA shall capture the Tax Increment pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed

valuation of the Project Site and is generating the Tax Increment subject to capture by the CDA.

The Private Improvements will be built in multiple subphases which subphases shall consist of one or more lots in the Project Site. Each subphase of the Project shall specifically identify the portion of the Project Site that will be developed in that subphase. In order to optimize the Tax Increment for the Project, each subphase may have a separate "Effective Date" for the division of ad valorem taxes. The CDA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to August 1st in the year of the Effective Date for each subphase.

Section 3.02 Tax Increment.

The term Tax Increment shall mean, in accordance with Neb. Rev. Stat. 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the identified portion of the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the identified portion of the Project Site after completion of construction of the Private Improvements as part of the Project. For each subphase of this Project, the anticipated Tax Increment is the difference between the projected taxes payable for the calendar year of the Effective Date (after construction completion) and the taxes payable for the year prior to the Effective Date (the base year before completion of construction) as more particularly set forth on Exhibit "B".

Section 3.03 Issuance of TIF Indebtedness.

The CDA shall incur or issue TIF Indebtedness in a series of TIF Promissory Notes in an aggregate amount of approximately Six Hundred Eighty Thousand Eight Hundred and No/100 Dollars (\$680,800.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be divided between a Series "A" TIF Note and a Series "B" TIF Note. The Series "A" Note and the Series "B" Note shall be issued by the CDA and the CDA shall capture the amount of the Tax Increment necessary to pay principal and interest on the Series "A" Note and the Series "B" Note simultaneously in equal dollar amounts. The TIF Indebtedness for each Phase shall be reflected in the following approximate amounts: the Series "A" Note shall be issued in the approximate amount of Two Hundred Sixty Seven Thousand and No/100 Dollars (\$267,000.00) and the Series "B" Note shall be issued in the approximate amount of Four Hundred Thirteen Thousand Eight Hundred and No/100 Dollars (\$413,800.00). Notwithstanding anything to the contrary herein, the principal amount of the Series "A" Note shall not exceed Two Hundred Seventy Thousand and No/100 Dollars (\$270,000.00) without an amendment to this Redevelopment Agreement that expressly states the principal amount of the TIF Series "A" Note, which amendment shall be approved by the CDA.

The Series "A" Note and Series "B" Note shall be issued no sooner than thirty (30) days following the approval and execution of this Agreement. The Series "A" Note shall be held by the CDA and/or assigned to the City and the Series "B" Note shall be purchased by the Redeveloper or a lender of the Redeveloper. The Notes shall not be a general obligation of the CDA or City which shall issue such TIF Notes solely as a conduit. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by the Redeveloper as required by the lender.

The parties acknowledge that there are additional eligible public improvements within the Redevelopment Area that would benefit the Project and the City including, but not limited to, additional street and infrastructure improvements, utility improvements, public space enhancements, public facility improvements, landscaping, and other improvements in accordance with the Redevelopment Plan, and the removal of blighted and substandard conditions, that are being included in the Project as additional CDA Improvements. These additional public improvements are a lower priority than the public improvements specifically identified herein, but are desired public improvements if the TIF funding is available. Therefore, if the Series "A" TIF Note and Series "B" TIF Note are fully repaid prior to the end of the tax increment capture period, the CDA shall have the right to incur or issue additional CDA TIF Indebtedness in an amount reasonably determined by the CDA to be used for the construction and completion of the additional CDA Improvements. The additional CDA TIF Indebtedness may be issued in the form of a CDA TIF promissory note, loan, advance of money, or any form of indebtedness incurred by the CDA, and the CDA shall capture any remaining Tax Increment to pay the additional CDA TIF Indebtedness. The CDA TIF Indebtedness shall in no case be a general obligation of the CDA or City.

Section 3.04 Use of TIF Indebtedness.

CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. The principal and interest payments due on the Series "A" TIF Note and Series "B" TIF Note shall be paid in equal dollar amounts. Provided, however, the CDA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance, including attorney fees. The Tax Increment, less the CDA's costs set forth above, shall be paid pursuant to the terms and schedules of any TIF Promissory Note or TIF resolution issued by the CDA relating to this Project.

Section 3.05 Creation of Fund.

CDA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness on Series "A" and Series "B" Notes issued pursuant to Section 3.03 above, and to hold all Tax Increment until such time as the CDA commences the Public Improvements.

Section 3.06 **Projected TIF Sources and Uses.**

In addition to the Redeveloper TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C."

Section 3.07 **Construction of Public Improvements.**

The CDA shall construct the CDA Public Improvements as described on Exhibit "A". The CDA shall have no obligation to construct any Public Improvements for this Project except the public improvements expressly identified and approved as CDA Public Improvements. CDA shall hold TIF Note "A" to reimburse the CDA for the costs of the CDA Public Improvements.

ARTICLE IV
OBLIGATIONS OF REDEVELOPER

Section 4.01 **Construction of Project; Insurance.**

(a) Redeveloper will complete the Redeveloper Public Improvements and the Private Improvements as described on Exhibit "A" and install all equipment necessary to operate the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Redeveloper Public Improvements and the Private Improvements. Until construction of the Redeveloper Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Redeveloper Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Redeveloper Public Improvements and the Private Improvements, Redeveloper shall furnish to the CDA a Certificate of Completion from Redeveloper's engineer or architect, or owner's representative. If approved and signed by the CDA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Redeveloper Public Improvements and the Private Improvements.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Redeveloper shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of

obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

(c) Redeveloper shall have no obligation to construct or complete the CDA Public Improvements.

(d) CDA, City and Redeveloper may unite the construction bidding processes of this Project with other CDA and/or City construction projects to maximize competitive contractor bidding.

Section 4.02 Cost Certification.

Redeveloper shall submit to CDA a certification of Eligible Project Costs, after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Lot Valuation on each of the lots in the Project. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of any lot in the Project Site to a sum less than or equal to the Minimum Lot Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Agreement, any completed subphase of the Project Site is assessed at less than the Minimum Lot Valuation for each Lot in said subphase, Redeveloper shall either: (1) successfully protest the valuation of the Project Site upwards such that the valuation is equal to or greater than the Minimum Lot Valuation on the applicable number of Lots to meet or exceed the Projected Valuation for said tax year; or (2) make a payment in lieu of taxes in the amount the anticipated Tax Increment, as set forth on Exhibit "B", exceeds the actual Tax Increment for each Lot.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the 15 year period commencing on the Effective Date specified in Section 3.01 hereof without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA:

(a) any conveyance as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement; and

(b) any conveyance of a lot in the Project Site after completion of the Private Improvements on said lot to a non-exempt third party; provided that said third party agrees to assume all obligations of Redeveloper with respect to said lot.

Section 4.06 Deficiencies on TIF Indebtedness.

Any shortfall in the annual Tax Increment for any reason whatsoever shall be borne by the CDA for Series "A" TIF Note and Redeveloper for Series "B" TIF Note. To the extent of any deficiency in annual Tax Increment for required debt service on the TIF Indebtedness, the CDA and Redeveloper agrees to pay the same and shall pay the same for each year that there exists a deficiency in such Tax Increment. Such shortfall payments by CDA shall be applied to the Series "A" TIF Note. Such shortfall payment by Redeveloper shall be applied to the Series "B" TIF Note. If CDA or Redeveloper makes one or more payments to cover a deficiency in the required debt service payments on the TIF Indebtedness as provided above, the CDA shall maintain a record of the aggregate amount of said payments ("CDA's Aggregate Deficiency Payments" and "Redeveloper's Aggregate Deficiency Payments"). If the Tax Increment for any year exceeds the amount necessary to meet current debt service on the TIF Indebtedness, then the excess Tax Increment

shall be paid to CDA and Redeveloper by means of dividing the excess total Tax Increment in equal dollar amounts and deducted from the CDA's Aggregate Deficiency Payments and Redeveloper's Aggregate Deficiency Payments until CDA's Aggregate Deficiency Payments and Redeveloper's Aggregate Deficiency Payments have been fully reimbursed. In the event the CDA's Aggregate Deficiency Payments and/or Redeveloper's Aggregate Deficiency Payments are not repaid in full at the end of the Tax Increment period, any remaining amount of the Redeveloper's Aggregate Deficiency Payments shall not be repaid and Redeveloper shall have no right to repayment.

ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

(a) Redeveloper shall pay all costs for the construction of the Private Improvements and the Redeveloper Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Redeveloper Public Improvements and Private Improvements, including, with respect to the Redeveloper Public Improvements, the Series "B" TIF Indebtedness.

(b) The CDA shall pay the cost of the CDA Public Improvements. CDA shall be responsible for arranging all necessary financing for any CDA Public Improvements that shall be constructed, and shall hold the Series "A" TIF Indebtedness for its own account.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except, (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to

commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 **Additional Remedies of the CDA.**

(a) In the event that Redeveloper, or successor in interest: (i) does not complete the construction of the Private Improvements on the lots within the Project Site on or before the schedule set forth in Section 3 of Exhibit "C"; (ii) does not pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA; (iii) does not maintain an assessed valuation equal to or greater than the Projected Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or (iv) in violation of Section 4.05 of this Redevelopment Agreement, transfers of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default of this Redevelopment Agreement; and such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

Section 6.03 **Remedies in the Event of Other Redeveloper Defaults.**

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Agreement.

Section 6.04 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper agrees to indemnify and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the County Register of Deeds. The form of the Memorandum is attached as Exhibit "D" and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

A portion of Parcel ID #470860363, defined as: (SP TWP) Part of Tax Lot O Exc Tract 4-14-10 (8.93 Acres), in St. Paul, Howard County, Nebraska.

The Site will be subdivided, replatted and known as: Dalton Meadows Addition St. Paul, Howard County, Nebraska, and this Redevelopment Agreement shall be supplemented with the updated legal description of the Project Site upon completion of the replat.

The Project shall consist of the following:

- (a) **Private Improvements.** The construction of 20 residential dwelling units, and the associated improvements within the Redevelopment Area.
- (b) **Redeveloper Public Improvements.** Construction of street and sidewalk improvements, and other eligible public improvements on the Project Site and in the Redevelopment Area required for the Project that are not expressly included in the CDA Public Improvements.
- (c) **CDA Public Improvements.** The CDA Public Improvements are limited to the following eligible public improvements: construction and installation of water and sanitary sewer improvements to the Project Site, and earthwork and erosion control related to the site preparation of the Project Site. The CDA Public Improvements shall be limited to the specific public improvements approved and undertaken by the CDA and no public improvements shall be implied or assumed to be included with the CDA Public Improvements. The parties agree that the cost of the CDA Public Improvements shall not exceed \$270,000.00 and Redeveloper shall be responsible for the costs for any of the public improvements identified in this section that exceed \$270,000.00.

EXHIBIT "B"

REDEVELOPER TIF INDEBTEDNESS

1. **Principal Amount.** The TIF Indebtedness shall be issued in a series of TIF Promissory Notes with a Series "A" Note and a Series "B" Note. The aggregate principal amount of the Series "A" and Series "B" TIF Indebtedness shall be in the estimated amount of \$680,000.00, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of \$200,000.00 per lot, subject to required debt service coverage, required reserve, and cost of issuance. The CDA shall have the right to issue a Series "C" TIF Indebtedness pursuant to Section 3.03 upon the complete repayment of the Series "A" and Series "B" Notes.
2. **Anticipated Tax Increment.** The Tax Increment will depend on the timing of the sale of each lot and the construction of the private improvements thereupon. Each lot shall have its own effective date, and the anticipated Tax Increment for each lot shall be \$4,000.
3. **Payments.** The payments on the Series "A" Note shall be semi-annually with two years interest only. Thereafter semiannually until real estate taxes are fully collected for fifteen (15) years after the Effective Date for each subphase in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date. The anticipated semi-annual payment on the Series "A" Note is \$10,939.23. The payments on the Series "B" Note shall be based upon the same formula, unless otherwise approved or required by Redeveloper's lender that shall purchase the Series "B" Note. Any shortfall payments made by the CDA or Redeveloper pursuant to this Redevelopment Agreement shall be repaid if excess Tax Increment is available, as set forth in this Redevelopment Agreement.
4. **Maturity Dates.** The anticipated Maturity Date for the Series "A" Note shall be December 31, 2032, subject to any revisions by the CDA. The anticipated Maturity Date for the Series "B" Note is December 31, 2036, subject to any revisions by Redeveloper and Redeveloper's lender. The Series "B" Maturity Date is subject to adjustments based upon the sales and absorption of the lots on the Project Site and the requirements of Redeveloper's lender that purchase the Series "B" Note.
5. **Series "A" Note Amount Limitations.** The principal amount of the Series "A" Note shall not exceed Two Hundred Seventy Thousand and No/100 Dollars (\$270,000.00) without an amendment to this Redevelopment Agreement that expressly states the specific amount of the TIF Series "A" Note.

EXHIBIT "C"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions:	Howard Co. Tax Levy (2015)	2.109722
	Interest Rate	4% Series A 7.5% Series B
	TIF period (per lot)	15 years
	Number of Units	20
	Base Value/Unit	10,000
	Final Value/Unit	200,000

Projected Subphases and Available TIF (For TIF Projections Only)

Subphase	1	2	3	4	5	6
# Units	2	2	2	2	2	2
Effective Date	2017	2018	2019	2020	2021	2022
Base Value	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Base Taxes	\$422	\$422	\$422	\$422	\$422	\$422
Completed Value	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Total Taxes	\$8,439	\$8,439	\$8,439	\$8,439	\$8,439	\$8,439
Increment	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017
years	1 to 15	2 to 16	3 to 17	4 to 18	5 to 19	6 to 20
Annual TIF	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017	\$8,017

✓ 2 homes

Subphase	7	8	9	10	11	12	13	14
# Units	1	1	1	1	1	1	1	1
Effective Date	2023	2024	2025	2026	2027	2028	2029	2030
Base Value	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Base Taxes	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211
Completed Value	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Total Taxes	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219	\$4,219
Increment	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008
years	7 to 21	8 to 22	9 to 23	10 to 24	11 to 25	12 to 26	13 to 27	14 to 28
Annual TIF	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008	\$4,008

✓ 1 home

By Aug 1

50/50%

Projected Available TIF					
Project Year	Tax Year	Payment Year	Amount	Semi-Annual Pmt	
1	2017	2018	\$8,017	\$2,004	
2	2018	2019	\$16,034	\$4,008	
3	2019	2020	\$24,051	\$6,013	
4	2020	2021	\$32,068	\$8,017	
5	2021	2022	\$40,085	\$10,021	
6	2022	2023	\$48,102	\$12,025	
7	2023	2024	\$52,110	\$13,028	
8	2024	2025	\$56,119	\$14,030	
9	2025	2026	\$60,127	\$15,032	
10	2026	2027	\$64,136	\$16,034	
11	2027	2028	\$68,144	\$17,036	
12	2028	2029	\$72,152	\$18,038	
13	2029	2030	\$76,161	\$19,040	
14	2030	2031	\$80,169	\$20,042	
15	2031	2032	\$80,169	\$20,042	
16	2032	2033	\$72,152	\$18,038	
17	2033	2034	\$64,136	\$16,034	
18	2034	2035	\$56,119	\$14,030	
19	2035	2036	\$48,102	\$12,025	
20	2036	2037	\$40,085	\$10,021	
21	2037	2038	\$32,068	\$8,017	
22	2038	2039	\$28,059	\$7,015	
23	2039	2040	\$24,051	\$6,013	
24	2040	2041	\$20,042	\$5,011	
25	2041	2042	\$16,034	\$4,008	
26	2042	2043	\$12,025	\$3,006	
27	2043	2044	\$8,017	\$2,004	
28	2044	2045	\$4,008	\$1,002	

2. PROJECTED TIF USES

	Project Costs
A. Cost of Issuance	TDB
B. CDA Public Improvements	\$267,000
C. Redeveloper Public Improvements	\$413,800
TOTAL:	\$680,800

Bids came in at 232,000
30,000 Eng fees

The Opinion of Probable Costs attached hereto as Exhibit "C-1" provides a more detailed estimate of the costs of the Redeveloper Public Improvements and the CDA Public Improvements.

3. Required Lot Buildout Schedule

(a) The CDA acknowledges that the actual development and completion of the Project will depend upon absorption rates and the market-driven housing demand. Accordingly, while Redeveloper shall use its best efforts to meet the projected schedule set forth in Section 1 of this Exhibit "C", for the purposes of satisfying Sections 4.04 and 6.02 of this Agreement, the minimum required schedule of completion shall require that Redeveloper complete the Private Improvements on at least two (2) Lots per year for each of the first six years and one (1) Lot per year for each of following eight years, as follows:

Subphase	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Minimum Lots	2	2	2	2	2	2	1	1	1	1	1	1	1	1
Effective Date	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030

(b) Redeveloper shall require that any subsequent purchaser of a Lot complete the required private improvements on said Lot within eighteen (18) months of subsequent purchaser's acquisition of said Lot, or Redeveloper and/or subsequent purchaser shall be liable for the payment in lieu of the actual Tax Increment, as set forth in Section 6.02 of this Agreement.

EXHIBIT "C-1"

Opinion of Probable Costs

Mad Development, LLC

Dalton Meadows Subdivision - Residential Development

St. Paul, Nebraska

Description	Unit	Estimated Qty.	Unit Price	Total Cost
Mobilization	LS	1	\$20,000.00	\$20,000.00
6" Pavement with Integral Curb	SY	3567	\$55.00	\$196,185.00
Remove & Replace 6" Pavement w/ Intergral Curb	SY	635	\$65.00	\$41,275.00
Erosion Control (Seeding, Silt Fence, etc.)	LS	1	\$5,000.00	\$5,000.00
Earthwork	LS	1	\$75,000.00	\$75,000.00
Storm Sewer Inlet Structure	EA	6	\$4,000.00	\$24,000.00
RCP	LF	650	\$25.00	\$16,250.00
8" PVC Sanitary Sewer Pipe	LF	1256	\$30.00	\$37,680.00
Sanitary Sewer Manhole	EA	5	\$7,500.00	\$37,500.00
4" Sanitary Sewer Service	LF	578	\$20.00	\$11,560.00
6" C900 Water Main	LF	1061	\$30.00	\$31,830.00
1" Water Service Tubing	LF	771	\$20.00	\$15,420.00
Fire Hydrant Assembly	EA	2	\$6,000.00	\$12,000.00
SUBTOTALS				\$523,700.00

Sub Total	\$523,700.00
30% Engr. & Contingency	\$157,110.00
Total Construction Cost	\$680,810.00

Cost Breakout

Developer's Cost	\$413,765.00
City's Cost	\$267,045.00
Total Construction Cost	\$680,810.00

Under no circumstances shall the CDA's/City's cost exceed \$270,000.00.

EXHIBIT "D"

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Dalton Meadows Subdivision Project)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made this 16 day of February 2016 by and between the Community Development Agency of the City of St. Paul, Nebraska ("CDA") and Mad Development, LLC, a Nebraska limited liability company ("Redeveloper").

1. **Redevelopment Agreement.** CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date ("Redevelopment Agreement"), describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

See Exhibit A (Description of Project)

_____, Dalton Meadows Addition
St. Paul, Howard County, Nebraska (the "Project Site").

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Effective Date on each lot in the Project Site, as defined in the Redevelopment Agreement. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in St. Paul, Nebraska.

[SIGNATURE PAGE TO FOLLOW]

Connie Beck

Chamber of Commerce

5-15-23

From: Doug Cramer <doug@cormsp.com>
Sent: Friday, April 28, 2023 1:55 PM
To: Connie Beck
Cc: Laura Berthelsen; Joel Bergman
Subject: RE: IT Grant Money

Hey Connie,

I think you probably already have the PC quotes from Katie and if not let me know. The fee would be \$150.00 a month and that would include all the services I provide to your office already. This would include unlimited support and all the security services to put in place at the Chamber office.

Doug Cramer
Managed Services Administrator

COR Managed Services
Phone: 308.381.0561
Mobile: 308.380.1439
Website: www.cormsp.com
Email: doug@cormsp.com

0.00	*
150.	x
12.	=
1,800.00	*

From: Connie Beck <cjbeck@cityofstpaulne.org>
Sent: Friday, April 28, 2023 1:44 PM
To: Doug Cramer <doug@cormsp.com>
Cc: Laura Berthelsen <lberthelsen@cityofstpaulne.org>; Joel Bergman <jbergman@cityofstpaulne.org>
Subject: RE: IT Grant Money
Importance: High

Doug, the City will be absorbing the cost of the Chamber of Commerce computer, but I will need to place on the Council Agenda for May 15, 2023 to discuss paying for the monthly service and protection of the computer. Can you tell me what ALL the cost will be? Thank you.

From: Doug Cramer <doug@cormsp.com>
Sent: Friday, April 28, 2023 9:10 AM
To: Connie Beck <cjbeck@cityofstpaulne.org>
Subject: RE: IT Grant Money

Hey thank you!

Does the city give money to fund the chamber in st paul every year? The reason I ask is Katie Mathews has been calling me and I have been helping her with email issues. I was wondering if the city does fund the chamber then maybe we can add her pc to the monthly so she gets services and protection.

Doug Cramer
Managed Services Administrator

COR Managed Services
Phone: 308.381.0561

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

Current Period: MAY 22-23

		22-23	22-23	MAY	Enc	22-23	% of YTD
		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
SALES TAX							
Active	E 60-20-212 LEGAL FEES	\$500.00	\$8,011.09	\$7,559.00	\$0.00	-\$7,511.09	1602.22%
Active	E 60-20-216 RECORDING FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-20-240 PUBLISH / CODIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-20-250 CITY INSURANCE	\$16,684.00	\$16,759.87	\$0.00	\$0.00	-\$75.87	100.45%
Active	E 60-20-270 UTILITY R & M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-20-302 MARKETING	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	0.00%
Active	E 60-20-306 CHECK ORDER CHA	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	0.00%
Active	E 60-20-345 ACCOUNTING FEE	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	100.00%
Active	E 60-20-370 Conduit Debt Pymt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-20-665 Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 60-50-550 IMPROVEMENTS	\$708,221.00	\$96,178.10	\$70,000.00	\$0.00	\$612,042.90	13.58%
Active	E 60-70-160 TRANSFER OUT	\$74,653.00	\$517,013.76	\$0.00	\$0.00	-\$442,360.76	692.56%
Active	E 60-70-661 ECONOMIC DEVELO	\$140,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	50.00%
	Total SALES TAX	\$951,088.00	\$709,962.82	\$77,559.00	\$0.00	\$241,125.18	74.65%

*\$ 9000
budgeted
for
Chamber Commerce
Marketing*



Dear City of St. Paul,

May 2, 2023

It is my honor to serve this community as your Chamber of Commerce director, and I look forward to working closely with the City and other important entities. It is my strongest belief that by working together and continuously, our resources are stretched further because we eliminate duplications and we simply work smarter. The synergy of working together and creatively allows us to far exceed our own expectations.

It is in that spirit that I am submitting this request for financial support to the City of St. Paul to obtain funds that would allow us to pursue our Strategic Planning goals for the next years.

Our board will be meeting frequently to work on several foundational items over the next few months. There is much work to be done and I feel we are up for the challenge, but we do need your assistance. At our most recent meeting of the board, I shared my goals for the Chamber position (see attached professional goals).

We are already working closely with the Baseball Museum board and we are just beginning the process of collaborating with the Economic Development Council to visit local businesses in a systematic manner and together. I have been out to many businesses to meet owners/employees and to take photographs for the purpose of encouraging a "Shop Local for Mother's Day" campaign. Those posts/stories have been created for Facebook and Instagram. Similar campaigns to encourage "shop local",

“hire local”, “support local” are in the works and take tremendous amounts of time, energy and creativity.

Our priorities, currently, as they relate to marketing are these:

1. Purchase and establish a dual-screen computer system for the Chamber Office that could be used for multiple levels of marketing and communication (see attached bids) **[Cost \$4,000]**
2. Establish a second desk & computer that is set up for working board members, Ambassadors/volunteers, or interns to use simultaneously and to run QuickBooks for our accounting. A computer without a monitor has been donated by Archer Credit Union; we are seeking a donated monitor and additional office desk and chair. **[Cost \$0]**
3. Printing and color-copying expenses related to printed flyers and marketing materials. One example is that we would like to develop a St. Paul Passport Program that would require marketing to/of participating businesses, seeking sponsors, creation of passports, distribution of passports. Another example is a fall Chamber Golf event needing similar development of promotional materials and marketing. A third example would be if we were to develop an Ambassadors program or a Young Professionals Network or (virtual/in-person) in-services that would be valuable for employers/employees in St. Paul. **[Cost \$4,000]**
4. Development of materials that can be used for various marketing programs within our community. Those could include prizes for St. Paul Passport Program, Chamber tees for GCA Days, Door Stickers with new Chamber logo, prizes for Golf Tournament, give-aways to new educators during the New Teacher Luncheon in August, and supporting Youth Leaders & Entrepreneurs in the community. **[Cost \$4,000]**
5. Software purchase to be used solely for marketing purposes. That could include digital marketing software like Canva Pro, Photo editing, Film-making, and others I am not even aware of yet. **[Cost \$1,000]**

6. Work with the Civic Center, City and Economic Development Council to utilize the digital sign in front of the Civic Center for getting information posted. If the City will not charge us to ask Parker to put information on the sign, it will be no cost.

[Cost \$0, unless City charges us for its use]

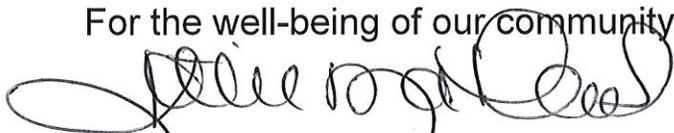
7. Purchase of advertising for events through various media outlets (St. Paul Phonograph Herald & other newspapers, radio stations, television stations), when press releases and news stories are just not enough. This could include paying for the services of someone to create some stories on their blogs, You-tube Channels, or other social media outlets that gain wide exposure for our community.

[Cost \$2,000]

We know we have exceeded our request limit of \$9,000 from the City of St. Paul, and our list is really just getting started as we start to imagine all that is possible in a community like ours. We have such a strong desire to elevate our community from many different angles. And we hope to obtain grant funding in the future if we can get approved as a 501C3 organization.

Any help the City would give us financially would be so deeply appreciated and so carefully stewarded.

For the well-being of our community,



Katie Mathews, Executive Director
St. Paul Area Chamber of Commerce
619 Howard Avenue
St. Paul, Nebraska 68873
(308) 754-5558
chamber@stpaulnechamber.org

St Paul Chamber of Commerce

Dell Laptop Solution

- Dell Latitude 5000 Series
- Intel i7 Processor
- 16GB DDR4 Memory
- 512GB SSD Hard Drive
- 14inch Non Touch Display
- Dual 24inch Displays
- Windows 11 Professional
- 3 Year Dell Hardware Warranty
- 3 Year Dell Accidental Protection Warranty
- Dell Wireless Keyboard / Mouse
- Dell Docking Station



Total Investment: \$3,498.00ea

Quote good for 14 days from 4-25-23

Labor to move data from Desktop to Laptop billed @ \$150.00 per hour.

This price is moving current Office suite to new unit if possible otherwise new office suite license would need to be purchased.

St Paul Chamber of Commerce

Dell Desktop Solution

- Dell Optiplex Desktop
- Intel i7 Processor
- 16GB DDR4 Memory
- 512GB SSD Hard Drive
- Dual 24inch Displays
- Windows 11 Professional
- 3 Year Dell Hardware Warranty
- Dell Wireless Keyboard / Mouse



Total Investment: \$1,898.00ea

Quote good for 14 days from 4-25-23

Labor to move data from Desktop to New Desktop billed @ \$150.00 per hour.

This price is moving current Office suite to new unit if possible otherwise new office suite license would need to be purchased.

Katie Mathews

From: Jake Lawver <jlawver@CapitalMDS.com>
Sent: Monday, May 1, 2023 3:14 PM
To: Katie Mathews
Cc: Tyler Eberle
Subject: RE: [EXTERNAL] FW: Quotes

	Model	Item #	Quantity
17			
18	HP EliteBook 650 G9 15.6" Notebook	6C0Z7UT#ABA	1
19	HP P24H G5 24" Monitor	64W34AA#ABA	2
20	HP Docking Station	72C71AA#ABA	1
21	Wireless Keyboard and Mouse	4R009AA#ABA	1
22	DP Cables	V7DPPRO-2M-BLK	2

Jake Lawver
Central Nebraska Sales Manager
Capital Business Systems, Inc.
jlawver@capitalmds.com
Mobile: 402- 440- 5649
Office: 402- 902-4969
www.capitalmds.com



From: Katie Mathews <chamber@stpaulnechamber.org>
Sent: Monday, May 1, 2023 3:10 PM
To: Jake Lawver <jlawver@CapitalMDS.com>
Cc: Tyler Eberle <teberle@archerccu.org>
Subject: Re: [EXTERNAL] FW: Quotes

*** CAUTION - THIS EMAIL ORIGINATED FROM OUTSIDE THE ORGANIZATION ***

Thank you so much! Does the quote include a dual screen or just a laptop, Jake?

Get [Outlook for iOS](#)

From: Jake Lawver <jlawver@CapitalMDS.com>
Sent: Monday, May 1, 2023 9:44:13 AM
To: Katie Mathews <chamber@stpaulnechamber.org>

Katie Mathews

From: Jake Lawver <jlawver@CapitalMDS.com>
Sent: Monday, May 1, 2023 9:44 AM
To: Katie Mathews
Cc: Tyler Eberle
Subject: RE: [EXTERNAL] FW: Quotes

I would still need to build a formal quote for it but I at least got the pricing for it. it is a larger HP laptop it's 15.6" instead of the 14". It also includes transferring everything from the old computer to the new.

Hardware Cost:	\$	2,732.81
Software Cost:	\$	-
Project/Onboarding Labor Cost:	\$	625.00
Lease Buyout/Upgrade	\$	-
Total Under Lease:	\$	3,357.81

Jake Lawver
Central Nebraska Sales Manager
Capital Business Systems, Inc.
jlawver@capitalmds.com
Mobile: 402- 440- 5649
Office: 402- 902-4969
www.capitalmds.com



From: Katie Mathews <chamber@stpaulnechamber.org>
Sent: Tuesday, April 25, 2023 4:09 PM
To: Jake Lawver <jlawver@CapitalMDS.com>
Subject: RE: [EXTERNAL] FW: Quotes

*** CAUTION - THIS EMAIL ORIGINATED FROM OUTSIDE THE ORGANIZATION ***

Thank you!!!

From: Jake Lawver <jlawver@CapitalMDS.com>
Sent: Tuesday, April 25, 2023 4:00 PM

Chamber Executive Director
Goals for 2023

1. Professional Growth

- a. Networking with others in similar roles as mine, developing a group to whom I can go for ideas and strategies
- b. Possibly attend convention(s) that allow me to meet others and learn from them (regional, state, other Chambers' events)
- c. Join the Nebraska Chamber of Commerce to gain access to professional growth materials and seminars
- d. Call the NE Chamber to learn more about training for myself and workshops that could be brought to the community.
- e. Visit other Chamber's websites and actual locations to learn how they are successfully serving their communities
- f. Follow "Chamber Pros" and other Chambers on social media and receive documents that enhance my ability to work with the board as we serve the community of St. Paul.

2. Get Acquainted with the Community of St. Paul

- a. Learn members "why's"
 - i. Why do you do what you do?
 - ii. Why did you join the Chamber of Commerce?
 - iii. What would you prioritize for the Chamber of Commerce?
- b. Get to know individuals and businesses that are community-minded, movers and shakers, who get "stuff" done
 - i. Who would serve as an Ambassador of this Chamber?
 1. Make others feel comfortable and welcomed at events
 2. Supporters of the community, its businesses and the Chamber
 3. Engage and support them with training
 4. Project a positive image for their business and the Chamber
 5. Confident enough to make contact with any Chamber member
 6. Willing to volunteer 3-4 hours a month as an Ambassador

- ii. **Develop working relationships with businesses and their contacts**

3. Establish priorities through Strategic Planning

- a. **Mission/Vision**
- b. **Look at data available to us about our community**
- c. **Collect more data from our members (and perhaps non-members)**
- d. **Develop a logo for the Chamber that distinguishes us from the Major League Baseball Museum**
- e. **What does the Chamber do well?**
- f. **What can we stop doing? What could we do differently?**
- g. **What would best serve our community and help us achieve our goals?**
- h. **Are there Chamber members who really don't contribute much to our community? How do we engage them or no longer place emphasis on them? Are there businesses who are not members who we should be seeking for the well-being of our community?**

4. Apply for marketing funds from the City of St. Paul

5. Apply to change our status as an organization to 501C3 tax exempt.

6. Develop a positive and productive relationship with other entities that should be working more cohesively (City of St. Paul, St Paul Economic Development Council, Howard County Visitors, Howard County, City Council,)

7. Improve two-way communication with our stake-holders

- a. **Website development/updated/kept current**
- b. **Social media posts (prioritize what goes there). Vary our social media content to keep it fresh and alive**
- c. **Figure out where our email domain is located and get it authenticated so we can use the accounts and lists that are already present for emailing our members, non-members.**
- d. **Update our member contact information**

- e. Develop a newsletter format that is concise, easy, and quick to read.
 - f. Determine frequency of communication through newsletters, emails, posts to website and social media
 - g. Start studying signage options for the Chamber
 - i. Could we go in with the Economic Development Council to utilize their sign in front of the Civic Center?
 - ii. If needed, could we study electronic signs and where best to locate them, if we must purchase one.
 - h. Take old hours off the Chamber Doors and post new hours more prominently.
 - i. Update Google website with Chamber hours and ways to reach us.
 - j. Use communication systems, once established, to communicate the value of being a member of the Chamber of Commerce
 - k. Promote businesses in a systematic way. Is there a way to put together a calendar of Recognition/Appreciation weeks/months in which we highlight businesses systematically rather than because we know or like the particular business (ie., Bryan Jensen has been the featured business on our website for as long as I can remember). Can we figure out a way to recognize all businesses? New members? Ribbon Cuttings?
8. Get Quickbooks running for all of its capabilities to track our revenues, expenditures and for accurate reporting to the board, stakeholders, and state and federal tax purposes.
- a. Could the Chamber board elect a treasurer to the board? This will require a change of the Chamber by-laws.
 - b. Could the treasurer help with all the entry of checks, payment of bills and also reporting on our finances at monthly Chamber Board Meetings?
 - c. Could the treasurer of the board assure that all necessary documents are completed for the IRS and state so we are in compliance?

9. **Position ourselves as a Chamber for grant acquisition and other sources of revenue** (City of St. Paul, Economic Development Council, St. Paul Public Schools, Baseball Museum, County Visitors' Bureau, Business Partners, Sponsorships, other?)
10. Be patient with myself as we progress with meeting our challenges and goals. My "Official 100th day" with the Chamber will be October 18th. Measure progress toward these goals at that time and not prior to it.
11. Possible programs to develop over the next three years could include:
- *Chamber Ambassadors
 - *Passport Program(s) for St Paul
 - *Youth Leaders
 - *Business Partners for Young Interns
 - *PD provided as part of membership fees
 - *Young Professionals' Network

Goals for 2024

1. Continue to evaluate and enhance goals for 2023 (recognizing that many will be completed, some will be barely started) and stretch our resources through better time/resource allocation, management.
2. Build trust in the community so that when we go to send out invoices there are fewer questions like, "What am I getting for my Chamber membership?"
 - a. I would like the sentiments in our community to be more along the lines that *Chamber membership is absolutely necessary to help and support other businesses in the community so we can sustain economic vitality.*
3. Find other ways to extend our effectiveness as an organization that serves our community well. Employ additional FTE for a director, additional support staff, or collaborate with other entities in order to strengthen our ability to serve.

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

Monday, May 1, 2023

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, May 1, 2023, at 6:30 p.m. Present were Council President Mike Feeken and Council members Katie Kowalski, Chuck Schmid and Bill Peters. Absent: Mayor Joel M. Bergman. 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.

Council President Mike Feeken opened the meeting at 6:30 p.m. with the "Pledge of Allegiance" and thanking the public for attending and announcing that the City of St. Paul abides by the Open Meetings Act, which is posted on the west wall as required by Nebraska State Law §84-1407 through §84-1414. Council President 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.

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 Council President Feeken, there will be a five (5) minute limit per person on speaking.

Council President Mike Feeken opened a public hearing at 6:32 p.m. regarding a new Class K Liquor License application for Seven County Spirits, LLC dba Loup River Distilling (K-125457) at 503 Howard Avenue, St. Paul, NE.

Howard Greeley Rural Public Power District (HGRPPD) General Manager Dirk Dietz was in attendance to answer questions regarding the Addendum to Wholesale Power Contract between Howard Greeley Rural Public Power District (HGRPPD) and City of St. Paul. HGRPPD has contracted for the generated output of a one (1) megawatt solar facility located on property owned by the City of St. Paul and leased to HGRPPD ("Solar Facility"). In the "Addendum" the City shall purchase twenty percent (20%) of the generated output of the Solar Facility ("St. Paul Allocation") as long as the Contract and any amendment remain in full force

and effect. HGRPPD went with the 80% (HGRPPD) / 20% (City), due to the initial cost of the first bid prior to Pre-Covid; the material cost is currently 2-1/2 times the amount of the bid. The item was tabled until May 15, 2023; HGRPPD General Manager Dietz will request a City allocation of twenty-five percent (25%) at the next HGRPPD Board meeting. According to Mr. Dietz, the solar field should be energized approximately May 21 – 22, 2023.

Council member Schmid moved to approve the Electrical Department (James Summers) purchasing a new Dell Rugged Laptop from COR Managed Services in the amount of \$3,795. The laptop will be utilized for the Electrical Geographic Information System (GIS) input. Council member Peters seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Jerry Thompson was in attendance to ensure that the City do an overview of the City's Municipal Code regarding nuisance procedures. At the last City Council meeting, numerous persons questioned the process. Therefore, Chief of Police Dan Howard and City Clerk Connie Jo Beck went through the nuisance procedure steps. The City of St. Paul's Municipal Code can be accessed at www.stpaulnebraska.com under the Government tab, then the City Code.

Fiber Nebraska representative's Stuart Gilbertson and Tyler Cretacci was in attendance to discuss placing fiber optic cables in St. Paul, NE for residential and commercial. Fiber Nebraska has completed a project in Wood River, NE in July 2021; therefore, the City of St. Paul wants to mirror Wood River's legal documents with the assistance of St. Paul's City Attorney. Fiber Nebraska will work with City utilities personnel regarding the placement of the fiber optic cable. Other topics of discussion were: (1) placement of fiber optic cable on poles or underground; Electrical Commissioner James Summers was not in favor of placing fiber optic cable on City poles; and (2) Occupation tax. The item was tabled, due to Attorney White reviewing necessary "Agreements" for the project. Utilities Superintendent Helzer will check with ALLO regarding the placement of fiber optic cable in St. Paul, NE. A fee schedule was provided by Mr. Gilbertson regarding Residential and Commercial internet.

A nuisance hearing was next on the agenda regarding 1220 Farnum Street; the property is more legally described as: Lot Eight (8), Nine (9) and the West 10' feet of Lot Ten (10), Block Five (5), Military Addition, Howard County, St. Paul, NE. Pictures were provided by Chief of Police Dan Howard. There was no person in attendance to speak on the 1220 Farnum Street nuisance property. Therefore, Council member Schmid moved to approve the "Notice of Adoption of Resolution 2023-04" regarding 1220 Farnum Street. The City Council determined that the property constitutes a public nuisance. The owner will have thirty (30) days from the date of the notice to abate the nuisance. Failure to abate the nuisance shall result in the nuisance being abated by the City of St. Paul and the cost of the abatement shall be assessed upon the premise and will constitute a lien upon the premises until paid. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0. Chief of Police Dan Howard will contact Mr. Padrnos regarding what needs to be removed from the premise.

A lengthy discussion ensued concerning the list of nuisances that were provided to the City Council this evening constituted a public nuisance. If the properties did constitute a public

nuisance, then the Council may determine to proceed with a second (2nd) notice. The second (2nd) notice shall establish a DATE, TIME AND PLACE at which all interested parties may appear before the City Council and present evidence to determine whether the premises constitute a public nuisance, to be abated.

Council member Schmid moved to approve sending the "Notice of Hearing to be Determined Existence of Public Nuisance" to the list below; the hearing will be held on Monday, May 15, 2023 at 6:30 p.m. in the City Council Chambers. The nuisance list consists of: (1) 1315 Sheridan Street; (2) 805 7th Street; (3) 517 Howard Avenue; (4) 219 4th Street; (5) 324 Custer Street; (6) 315 4th Street; (7) 523 Howard Avenue; (8) 726 Howard Avenue; (9) 204 5th Street; (10) 1518 Kendall Street; (11) 1414 Howard Avenue; and (12) 1218 Grant Street. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0. Chief of Police Dan Howard stated that Mr. Tubbs at 726 Howard Avenue will be applying for a Fire Engine Dealer license, so that he doesn't have to license his fire trucks.

After hearing no public comments regarding the Seven County Spirits LLC, Class K Liquor application, Council President closed the public hearing at 7:24 p.m. Council member Kowalski moved to approve Seven County Spirits LLC dba Loup River Distilling (503 Howard Avenue) Class K Liquor License application (K-125457). Council member Feeken seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Council member Schmid moved to approve Consent Agenda Items: (1) March 2023 Treasurer's Report; (2) April 12, 2023, minutes (special) and April 17, 2023 minutes (regular); (3) zoning permits of April 24, 2023 and (4) May 1, 2023 disbursements. Council member Peters seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays. Motion carried 4/0.

May 1, 2023 Disbursements

Gross Wages - April	89210.54
Amazon Capital Services (books)	713.92
American Legal Publishing (publication)	649.00
Anderson Ford (repairs)	224.22
Biblionix (subscription)	2300.00
Blue Cross / Blue Shield of NE (insurance)	17210.39
Bomgaars (supplies)	378.14
Bryan Jensen Clothing (uniforms)	95.96
Cengage Learning (books)	40.77
Charter/Spectrum (service)	239.96
City Health Deductible Savings (insurance)	5445.00
City of St. Paul 125 Plan (insurance)	100.00
Consumer Deposit (Brumbaugh) (rental deposit)	250.00
Core & Main (supplies)	117.53
Custer County Recycling (Service)	42.10
Dutton Lainson (supplies)	1063.84
Elan Financial (supplies, meals, hotel, postage, parking)	1127.24

Elmwood Cemetery (service)	300.00
Galls (uniforms)	1101.35
Hawkins (chemicals)	3056.29
Hometown Market (supplies)	86.98
Howard Co. Register of Deeds (fee)	20.00
Howard Co. Treasurer (Dispatch Fee)	3122.42
IIMC (dues)	310.00
Kelly Supply Co (supplies)	278.97
LARM (insurance)	2110.03
Loup Valley Supply (supplies)	333.70
Macqueen Equipment (supplies)	859.95
Madison Nat'l Life (insurance)	187.34
Midwest Radar (service)	80.00
Olsson (engineering)	9759.64
Reams Sprinkler Supply (supplies)	741.72
S E Smith & Sons (supplies)	14.98
Snap On Tools (supplies)	253.04
St Paul Public School (supplies)	210.34
St. Paul Rural Fire (reimbursement)	29913.95
State of NE Central Svcs (telephone)	241.99
Steadfast Builders (service)	1278.00

Non-General Disbursements

Keno: Dept of Rev. Charitable Gaming (2% Gross)	6071.00
Redlg: LARM crime coverage (insurance)	1482.00
Sales Tax: St. Paul Development Corp. Operating Budget Funding 2nd Request (operating budget)	35000.00
TIF: S. Squared Enterprises (April 2023 Tif Proceeds)	1052.80
TIF: City of St. Paul (1/2 Share MAD Dev. Proceeds)	501.01
TIF: MAD Dev. (1/2 Share Mad Dev. Proceeds)	501.00
Sales Tax: Cline Williams: Middle Loup Subdivision Redevelopment (legal)	7559.00
Street - Mtr Veh Tax (sales tax) to Street - Mtr Veh Tax	3117.80
25% Infrac (sales tax) to 25% Infrac. Account	7279.75
Sales Tax: Elan Financial Svcs: LED driver for Civ Cntr	251.20
Keno: Loup Central Landfill (spring cleanup fees)	310.85

Council member Kowalski moved to approve the League Insurance Government Health Plan (LIGHT) renewal through Blue Cross and Blue Shield of Nebraska (BCBSNE). Beginning, July 1, 2023, the LIGHT health plan will experience an overall blended premium increase of 4.04% pertaining to the City of St. Paul's Network Blue proposal. Council member Schmid seconded

the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

A brief discussion ensued regarding S. Squared Enterprises, LLC (Steve Shoemaker) gifting Outlot A of Prairie Falls Subdivision property to the City of St. Paul. The Council considered utilizing it as green space; placing park equipment on it; or the planting of trees. Then the discussion turned to the up-keep and insuring the property, along with the City pays taxes on it if the City does not utilize it properly for government use. The item was tabled to a future meeting.

Council member Schmid moved to approve Trevor Dugan as a City seasonal hire for the Electrical Dept.; Mr. Dugan's hourly wage will be \$15.50. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

A lengthy discussion ensued on allowing the City of St. Paul Police Officers taking Police cruisers home that is out of City limits when their shift is over. The League Association of Risk Management (LARM) sent an email stating the liability issue if the Police Officer isn't clocked in when going to work or coming home from work. Council member Peters moved that it's required that the Police Officer is clocked in once he's steps in to his police cruiser for work and clocks out when he's gets home from his shift. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

The next item for discussion was regarding the City of St. Paul Police Department staffing. Council member Peters had questioned why our Police Officers are leaving the City of St. Paul. Chief of Police Dan Howard stated that the hourly wage could be a concern; the Police Department hourly wage will be reviewed during our 2023-2024 Budget Workshop.

Council member Schmid moved to approve the City of St. Paul advertising for a full-time Police Officer effective immediately. Council member Kowalski seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0.

Chief of Police Dan Howard stated that the Valley County Sheriff's Office will be buying out Police Officer Stethem's contract, along with carrier vest for a total amount of \$16,419.99.

Council member Kowalski moved to approve the City of St. Paul promoting Police Officer Jon Howard to Police Sergeant effective immediately. Sergeant Howard will receive a \$2.00 an hour increase effective immediately, then another \$2.00 an hour increase after his probationary period has ended in June 2023. Council member Schmid seconded the motion. Council members Kowalski, Schmid, Feeken & Peters voted aye, nays none. Motion carried 4/0. Sergeant Jon Howard will be acquiring more administrative duties at the St. Paul Police Dept.

The St. Paul Police Dept. and the Howard County Sheriff's Office will both be responsible for answering calls for service regarding the St. Paul Public School Resource Officer (SRO).

Utilities Superintendent Helzer updates: (1) City Wide Clean-up results from April 24 - 25, 2023; twelve (12) trips went to the Loup Central Landfill; six (6) loads of iron and six (6) loads of trees. This resulted in 18,420 lbs; the Loup Central Landfill fees were \$311 and fuel cost were \$362;

(2) Per the Utilities Superintendent, City Clerk Beck will be advertising for a City of St. Paul Electrical Lineman position in (1) the Nebraska Municipal Review and (2) the Nebraska Municipal Power Pool (NMPP) Essent; and (3) the Wastewater Treatment Facility (WWTF) valves have been postponed again; valves may arrive by the middle or end of June 2023;

Council President Mike Feeken updates included: **(1)** Jen Mitteis paid her sons skate park damages in full; damages were \$270.11; **(2)** Letter to the League of Risk Management from the Department of Insurance (DOI) approving the City of St. Paul's withdrawal from the LARM Pool if so chooses; **(3)** Brad Slaughter at Piper Jaffray submitted two (2) Middle Loup Subdivision amortization schedules; the schedules include a fifteen (15) year and a twenty (20) year regarding the \$2.5 million public improvement amount; **(4)** City of St. Paul's insurance was re-visited by the City Deputy Clerk Berthelsen, Utilities Superintendent Helzer and LARM; this is due to the City going out for insurance bids. The changes include: (1) vehicles were re-valued; any vehicles valued over \$5,000 has full coverage and any vehicles under \$5,000 has only liability coverage; (2) all comprehensive and collision carries a \$1,000 deductible; (3) City buildings and equipment were re-evaluated by LARM; several building premiums went up; several went down; deductibles are at \$1,000; (4) Fire Dept. Self Contained Breathing Apparatus SCBA/Tanks/Air-packs were added in the amount of \$148,000; **(5)** two (2) welcome signs were added to insurance; and **(6)** the street electronic sign and warning light trailer was also added to insurance; (5) COR Managed Services (Doug Cramer) has completed documentation regarding a "Cybersecurity" grant; the grant is currently in the waiting stage; and **(6)** the American Rescue Plan (ARPA) second (2nd) reporting has been completed by City Clerk Beck.

Council President Mike Feeken adjourned the City Council meeting at 8:13 p.m.

Date

Mike Feeken, Council President

Connie Jo Beck, City Clerk/Deputy Treasurer

St. Paul Planning Commission
May 8, 2023
Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 8th day of May, 2023 in the Council Chambers at the City office, 704 6th Street, St. Paul, Nebraska.

Chairman Jerry Woodgate called the meeting to order at 12:04 p.m. with a statement regarding the Open Meetings Act; which is posted on the west wall of the City Council chambers. The notice of the meeting was posted in four (4) public places. The agenda was sent to the Commission members prior to the meeting and was posted in four (4) public places. Commission members present: Chairman Jerry Woodgate, Connie Becker, Arvilla Jacobs, and Tony Walch. Commission members absent: Tyler Solko. Also present Zoning Administrator Matt Helzer, Laura Berthelsen (minutes).

Commission member Becker moved to approve the April 24, 2023 meeting minutes. Commission member Jacobs seconded the motion. Commission members Becker, Jacobs, Walch, and Woodgate voted aye, nays none. Motion carried 4/0.

Zoning Administrator Helzer presented the following zoning permit applications:

- (a) 2023-16 Katie Christensen – fence at 917 Custer Street
- (b) 2023-17 Leslie & Sherry Trotter – metal utility shed at 123 7th Street
- (c) 2023-18 Michael & Jennifer Ehlers – shed at 1221 Paul Street
- (d) 2023-19 Marshall Adams – expand front deck at 104 Howard Avenue

Commission member Walch moved to approve Zoning Permit applications 2023-16 through 2023-19. Commission member Becker seconded the motion. Commission members Becker, Jacobs, Walch, and Woodgate voted aye. Nays none. Motion carried 4/0.

Chairman Woodgate adjourned the meeting at 12:11 p.m.

Sincerely,

Matthew T. Helzer
Zoning Administrator

Jerry Woodgate
Chairman

Laura Berthelsen
Planning Secretary

102

Zoning Classification R-2 Value \$ 3000.00

PERMIT NUMBER 2023-16
FEE \$25.00 CASH CHECK# CC
pd 4/18/23

APPLICATION FOR A FENCE PERMIT

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

Property Owner Katie Christensen Contractor SELF
Address 917 Custer St Address _____
City, State, Zip St Paul NE 68873 Phone Number _____
Phone Number 308-850-1629 Cell Phone _____

Complete Legal Description of the Property Lot 8, Except the West 70 feet and the East 55 feet Block 6, Darnall's Addition to the City of St. Paul, Howard County, NE
Address of Fence Site 917 Custer St, St Paul, NE 68873 Size & Kind 6' / 1 wood panel
Replacement or New Fence: New fence

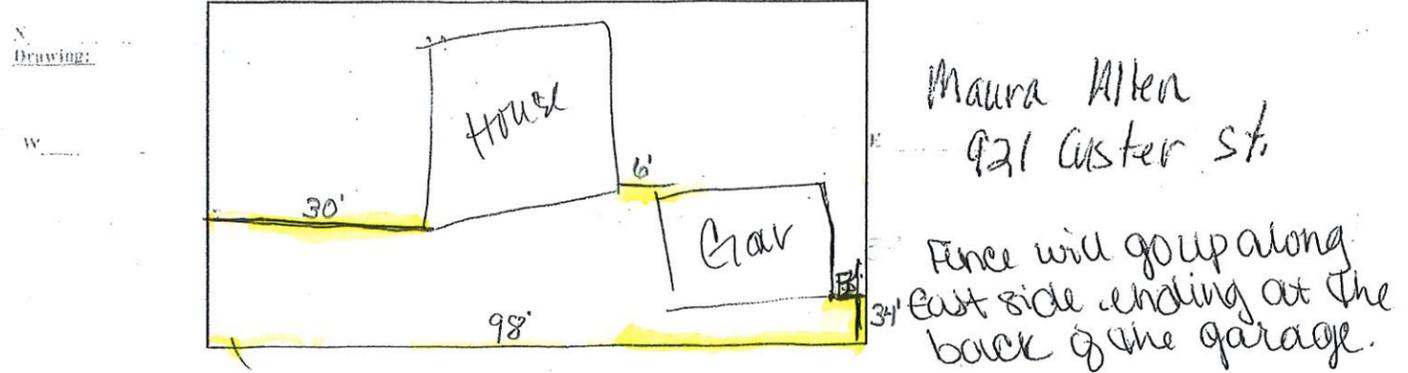
Approximately when will the construction: Start End of May 2023 Finish June 2023

To Whom Should the Improvements be assessed? Kati Christensen

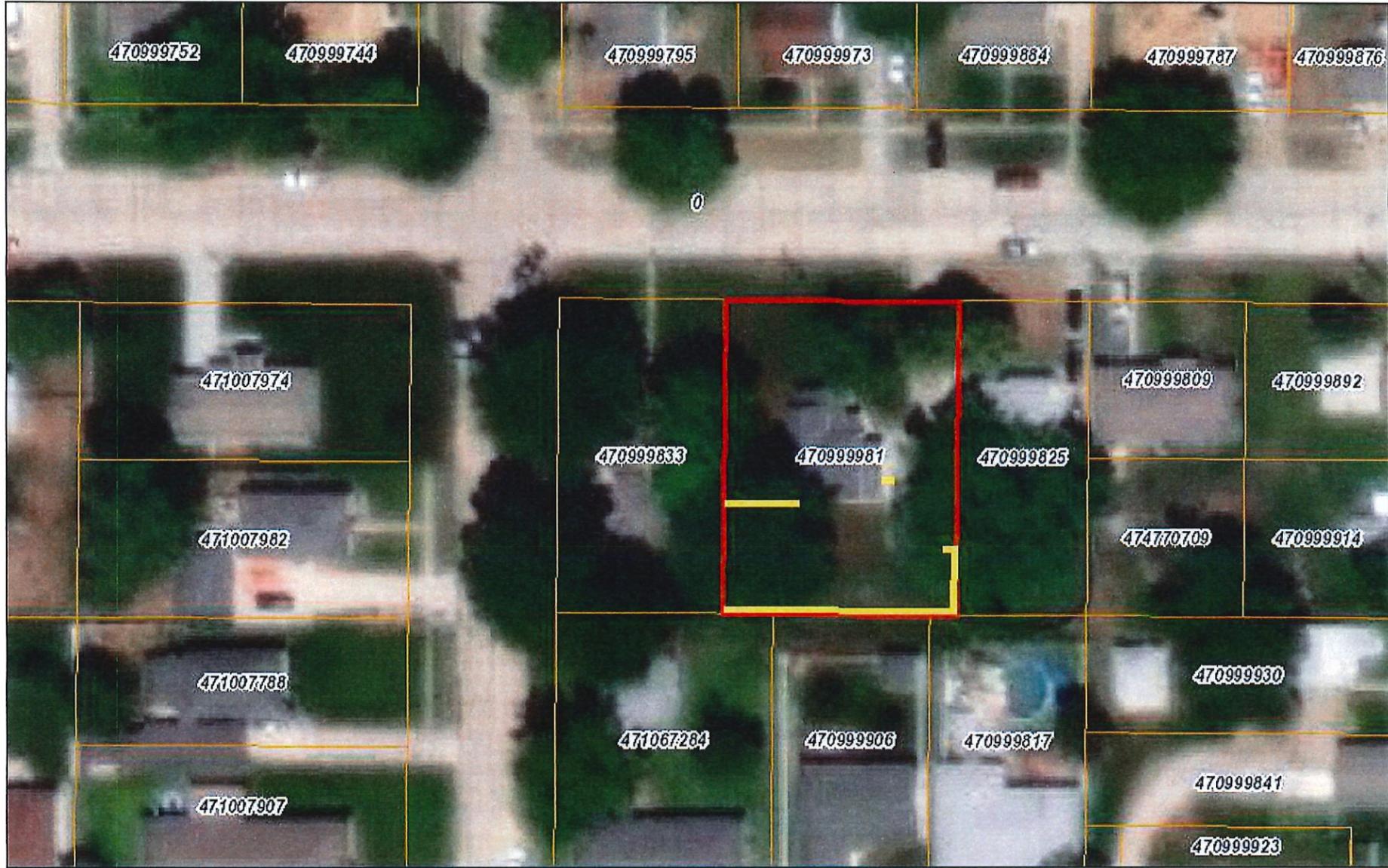
Contact Utility Superintendent at (308) 754-4483 regarding Inspection Matt Helzer Date of visit 5-1-23
(Matt Helzer's signature)

Recommendations needed before approval:
BEST CALL DIGGERS HOTLINE 800 811 BEFORE DIGGING - CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my part, such as might, if known, cause a refusal of this application, or any alteration or change in plans made without the approval of the Zoning Administrator subsequent to the issuance of the Permit, shall constitute sufficient grounds for the revocation of such permit. This permit is valid for one (1) year from approval date. The signature also indicates permission granted to the Zoning Administrator to inspect the site in which this permit is granted at any time until completed.

Signature of Applicant [Signature] Date 4-18-23



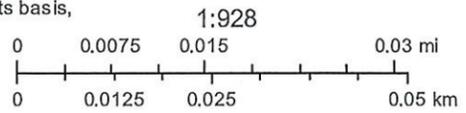
For Office Use Only:
Permit is Approved _____ Denied _____
Zoning Administrator _____ Date _____
Reasons for Denial: _____



May 1, 2023

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

Parcels



Zoning Classification R-2 Value \$ 750.00 PERMIT NUMBER 2023-17
Please call 811 before completing form FEE \$25.00 CASH CHECK# Rec'd 4/25/23

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner hesive, Sherry Trotter Contractor myself
Address 123 7th Street Address _____
City, State, Zip St. Paul NE Phone Number _____
Phone Number home 308-750-0292 Sherry 308-750-7920 Cell Phone _____

Complete Legal Description of the Property Lot 1 Block 119 OT St. Paul
Address of Construction Site 123 7th Street
(If none, one must be registered with City of St. Paul) In the Flood plain? NO

Proposed Structure metal utility shed Dimension of Structure 7 x 7
Distance from ^{East} Front property line 20 feet Distance from ^{West} Rear Property Line 105'
Distance from ^{South} Side Property Line 6 feet Distance from ^{North} Second Side Line 53'
Is there a utility easement on any side of the property? NO
Approximately when will construction Start May 2023 Finish Sept 2023

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 4-19-23
(Matt Helzer's signature)

Recommendations needed before approval: _____

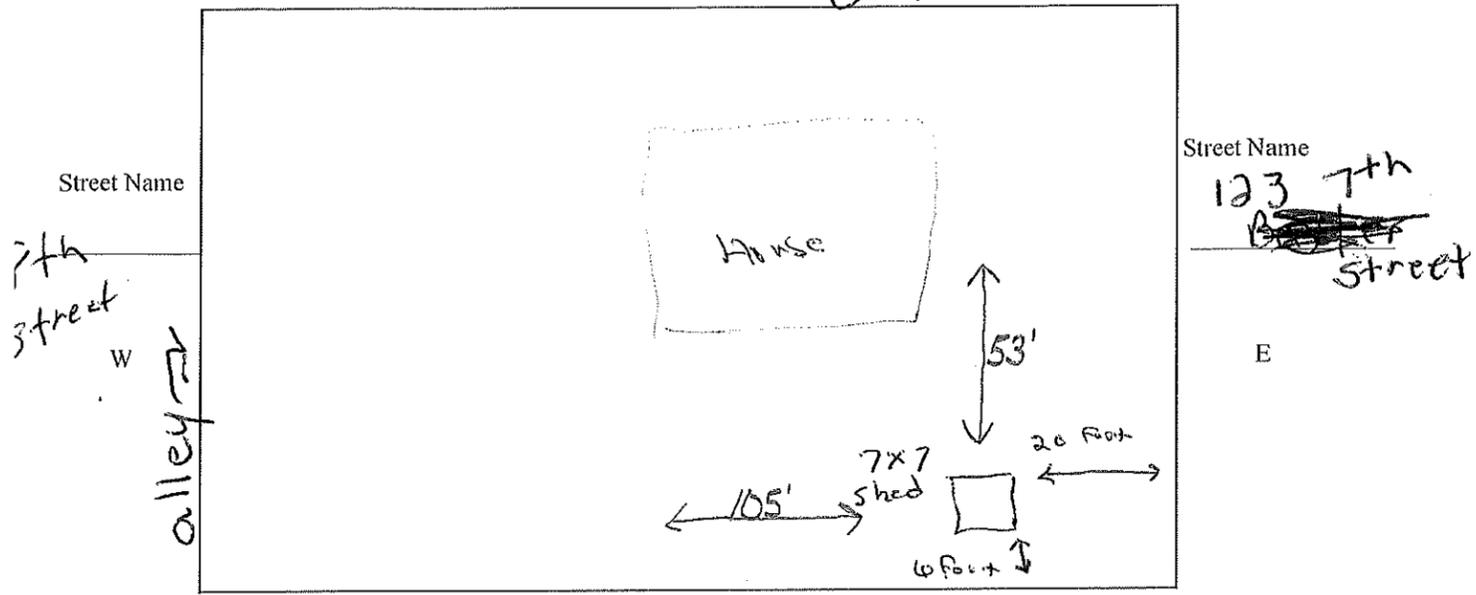
(One Mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel _____ Name of the Lot Split or Subdivision _____

For Office Use Only:

Is the proposed use permitted within this zoning district?	YES <input checked="" type="checkbox"/>	NO _____
Does the proposed use meet all the required setback distances?	YES <input checked="" type="checkbox"/>	NO _____
Is a conditional use required for the proposed use?	YES _____	NO <input checked="" type="checkbox"/>
Has a Conditional Use Permit been issued for this proposed use? If yes, when does it expire? _____	YES _____	NO <input checked="" type="checkbox"/>

Site Plan Sketch:

North Street Name ~~_____~~ Baxter



South Street Name ~~_____~~ adams st

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

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

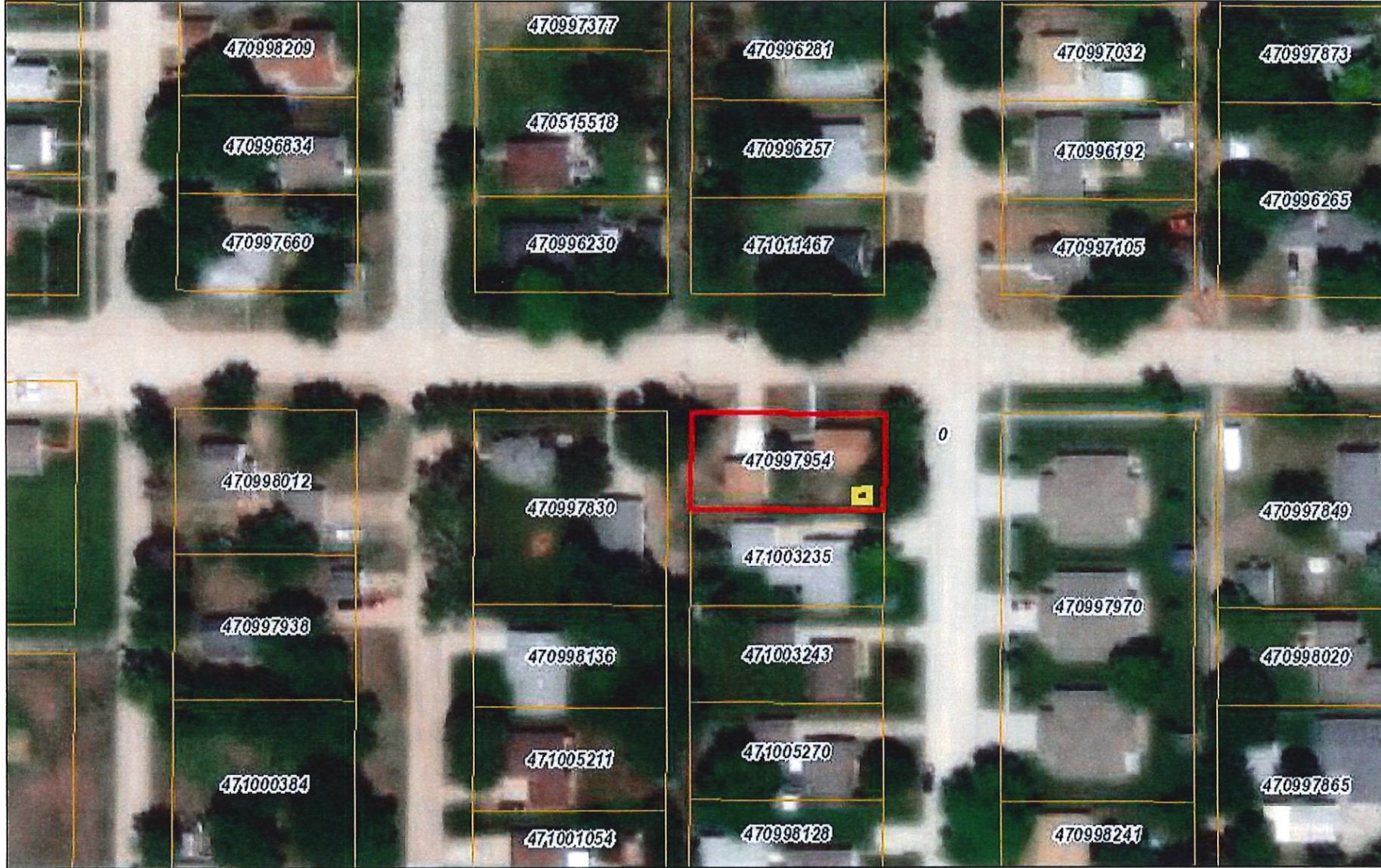
The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed.

Signature of Applicant *Robt J...* Date 4.25.23

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator Signature _____

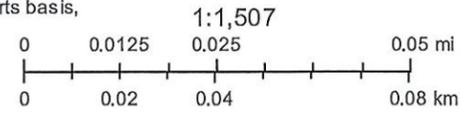
Reasons for Denial: _____



April 26, 2023

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

Parcels



Zoning Classification B-2 Value \$ 2,000.⁰⁰ PERMIT NUMBER 2023-18
Please call 811 before completing form FEE \$25.00 CASH CHECK# pd 4/28/23

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner Michael and Jennifer Ehlers Contractor Michael Ehlers
Address 1221 Paul Street Address 1221 Paul St.
City, State, Zip St. Paul, NE 68873 Phone Number 816-341-2364
Phone Number 816-341-2364 Cell Phone same as above
Complete Legal Description of the Property Lot 4 + 5136' of lot 3, Goetzsche's Addition St. Paul
Address of Construction Site 1221 Paul St.
(If none, one must be registered with City of St. Paul) In the Flood plain? no

Proposed Structure Shed Dimension of Structure 12' x 12'
Distance from Front West property line 93' ft (from curb) west Distance from Rear Property Line 11' east
Distance from Side South Property Line 26 ft south Distance from Second Side Line 51 ft north
Is there a utility easement on any side of the property? no
Approximately when will construction Start beg. of May Finish end of May?

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 5-1-23
(Matt Helzer's signature)

Recommendations needed before approval: _____

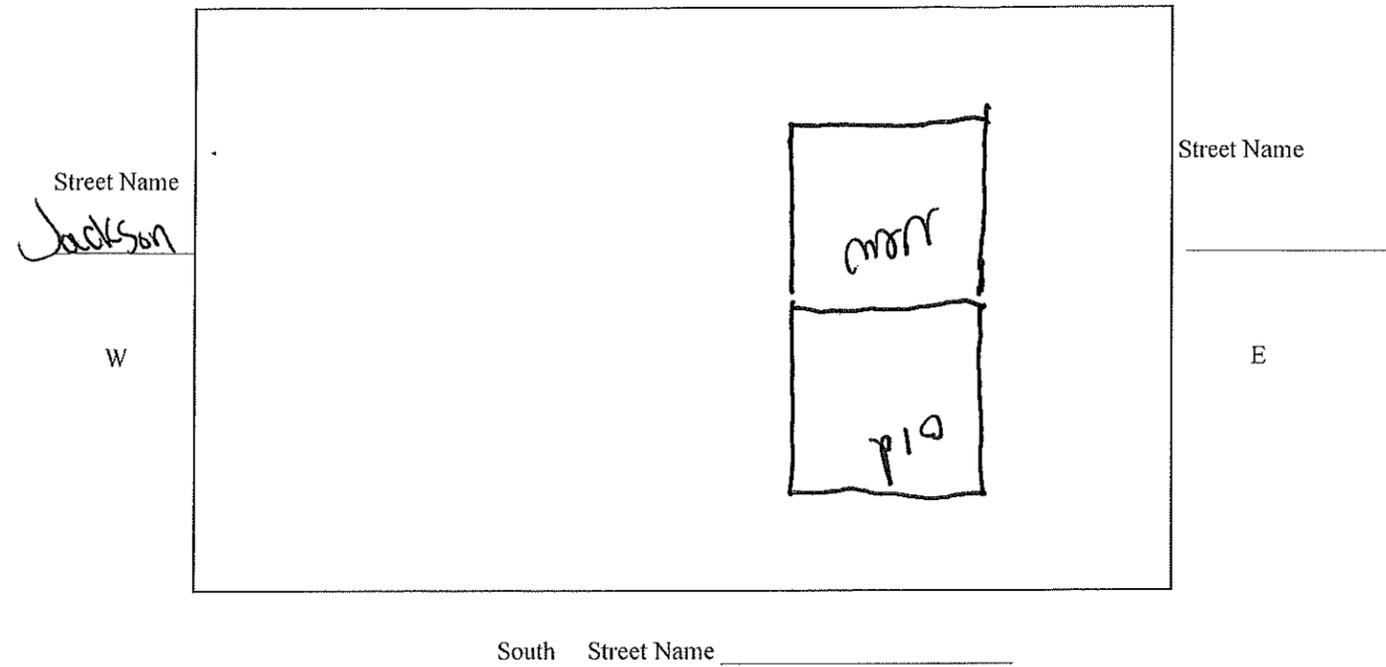
(One Mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel _____ Name of the Lot Split or Subdivision _____

For Office Use Only:

Is the proposed use permitted within this zoning district?	YES <input checked="" type="checkbox"/>	NO _____
Does the proposed use meet all the required setback distances?	YES <input checked="" type="checkbox"/>	NO _____
Is a conditional use required for the proposed use?	YES _____	NO <input checked="" type="checkbox"/>
Has a Conditional Use Permit been issued for this proposed use? If yes, when does it expire? _____	YES _____	NO <input checked="" type="checkbox"/>

Site Plan Sketch:

North Street Name Paul



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

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

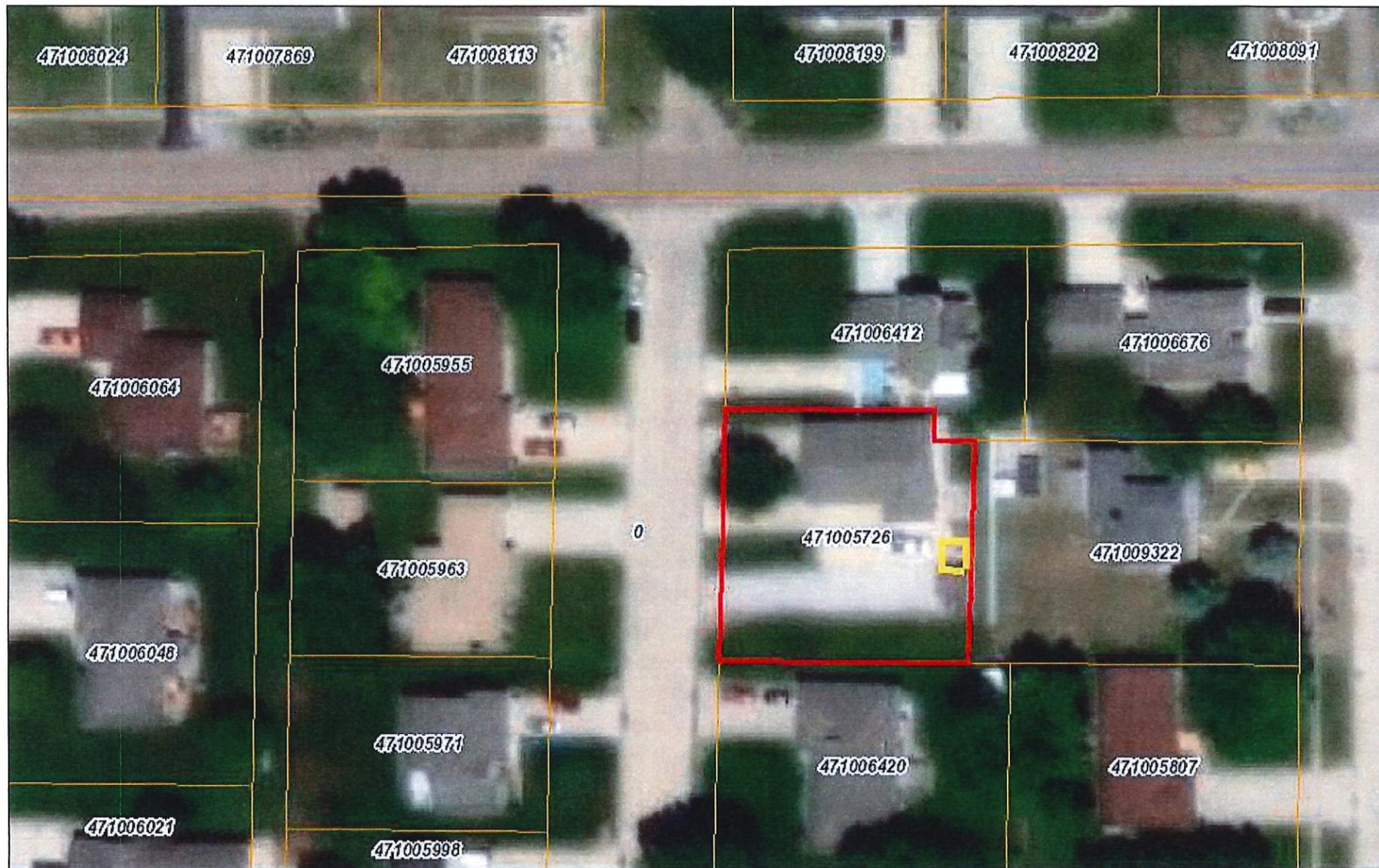
The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed.

Signature of Applicant *Michael D. Helzer* Date 4/28/2023

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator Signature

Reasons for Denial: _____

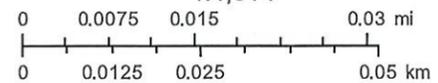


May 1, 2023

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 Parcels

1:1,014



2023-18



Zoning Classification R-2 Value \$ 800 PERMIT NUMBER 2023-19
Please call 811 before completing form FEE \$25.00 CASH CHECK# _____

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner Marshall Adams Contractor Chris Dvorak
Address 104 Howard Ave Address St. Libory
City, State, Zip St. Paul, NE 68873 Phone Number _____
Phone Number 308-750-6093 Cell Phone 308-370-7655

Complete Legal Description of the Property Tract B+C in Tax Lot 7 3-14-10
Address of Construction Site 104 Howard Ave
(If none, one must be registered with City of St. Paul) In the Flood plain? NO

Proposed Structure New wood deck Dimension of Structure 8' x 16'
Distance from ^{South} Front property line 22' Distance from ^{North} Rear Property Line 245'
Distance from ^{East} Side Property Line 10' Distance from ^{West} Second Side Line 99'

Is there a utility easement on any side of the property? NO
Approximately when will construction Start May 2023 Finish June 2023

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 5-4-23
(Matt Helzer's signature)

Recommendations needed before approval: _____

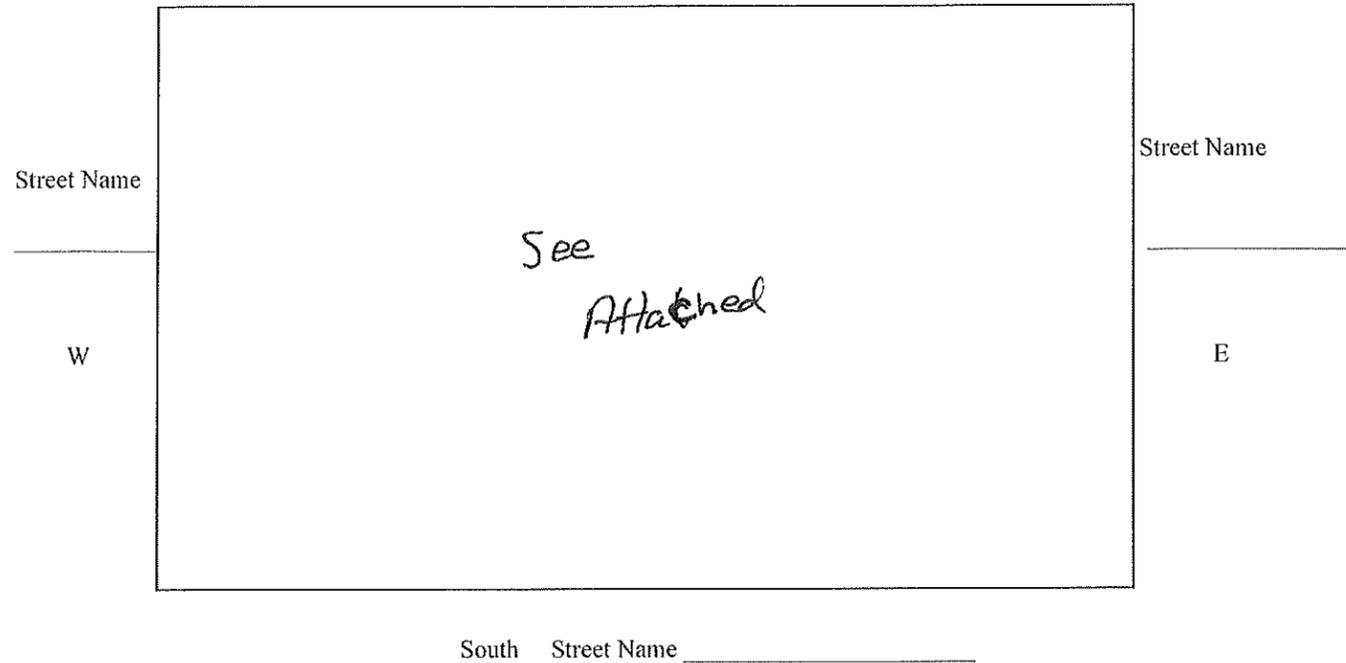
(One Mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel _____ Name of the Lot Split or Subdivision _____

For Office Use Only:

Is the proposed use permitted within this zoning district?	YES <input checked="" type="checkbox"/>	NO _____
Does the proposed use meet all the required setback distances?	YES <input checked="" type="checkbox"/>	NO _____
Is a conditional use required for the proposed use?	YES _____	NO <input checked="" type="checkbox"/>
Has a Conditional Use Permit been issued for this proposed use? If yes, when does it expire? _____	YES _____	NO <input checked="" type="checkbox"/>

Site Plan Sketch:

North Street Name _____



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

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

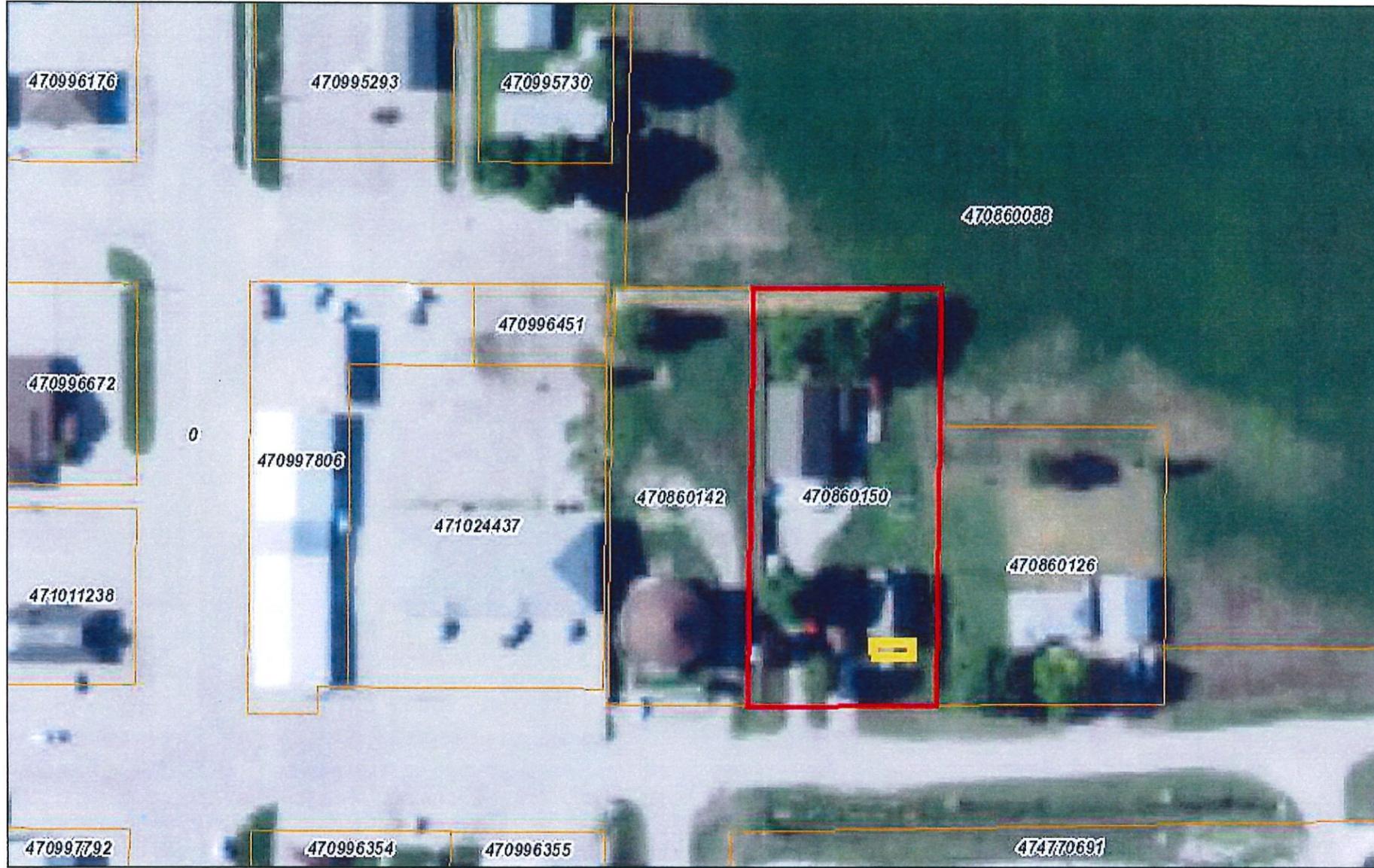
The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed.

Signature of Applicant Marshall Miller Date 5-4-23

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator Signature _____

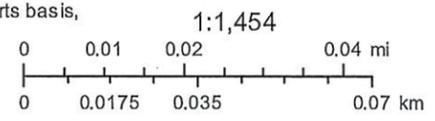
Reasons for Denial: _____



May 4, 2023

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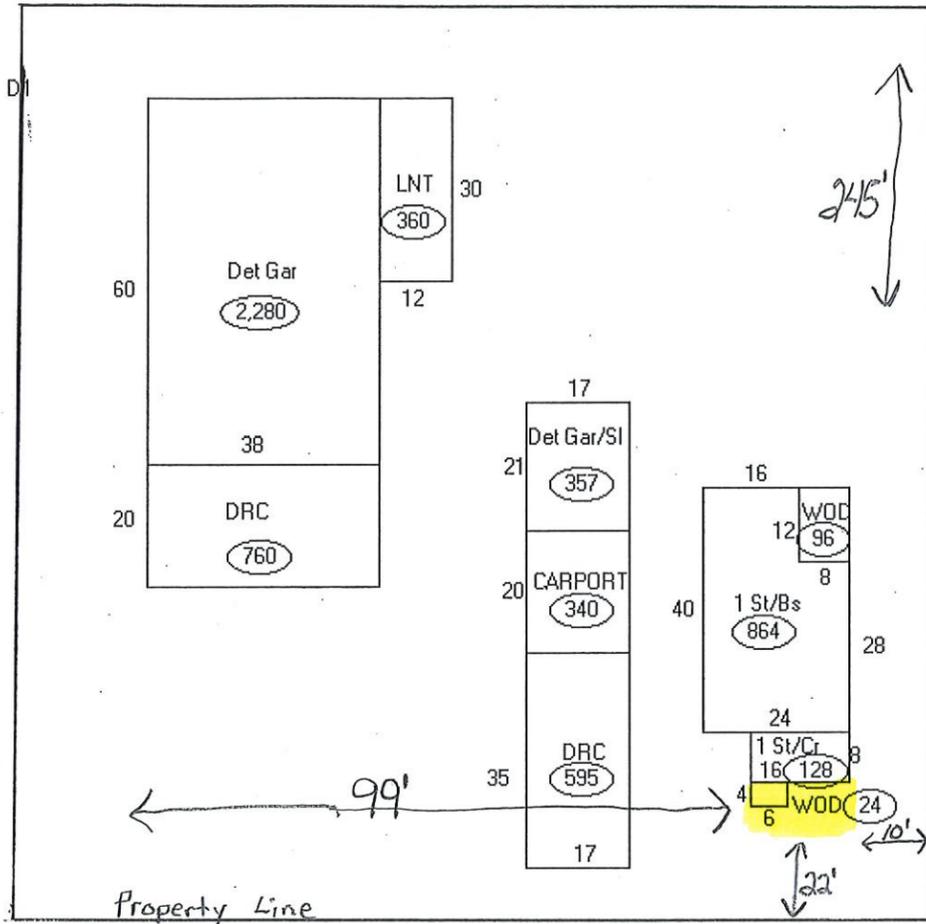
□ Parcels



2023-19

rent Move :

Parcel #: 470860150



Howard Ave.

Disbursements May 15, 2023

Amazon Capital Svcs (books)	1530.58
Anderson, Trae (meal)	19.78
AT&T Mobility (service)	480.68
Aurora Coop (fuel)	2065.67
Awards Plus (supplies)	65.00
Banyon Data Systems (software)	3705.00
Black Hills Energy (natural gas)	1202.05
BOK Financial (GOVP bond interest)	5192.50
BOK Financial (GOMB bond interest)	26586.04
Border States Ind. (supplies)	2047.63
Bound to Stay Bound (books)	305.63
Charter/Spectrum (service)	127.95
City Lights (utilities)	7541.29
Clearly (telephone)	193.39
Construction Rental (supplies)	67.25
Consumer Deposit (Rent Deposit Landers) (rent deposit)	250.00
COR Managed Services (service)	125.00
COR Managed Services (service)	1376.00
Custer County Recycling (service)	37.20
Demco (supplies)	211.14
Dept of Revenue (Sales & Use Tax Submittal) (tax)	12565.89
Dutton Lainson (supplies)	2862.98
Eakes Office Solutions (supplies)	407.02
Elmwood Cemetery (service)	300.00
Entech Pest Mgmt (service)	91.80
First Concord Benefits (insurance)	120.00
GB Auto Service (service)	366.37
Goettsche, Roger (supplies)	124.98
Gorecki, Jeremy (mileage)	93.67
Heartland Disposal (service)	6368.56
Heritage Bank: Utility Billing ACH Fee (fee)	25.00
Hesselgesser Electric (supplies)	254.78
Ho Co Register of Deeds (fees)	20.00
Howard Greeley RPPD (utilities, supplies)	126109.85
Jarecke Motors (repair)	381.36
Jim's Champlin (fuel)	2091.30
Kowalski, Trevor (meal)	19.16
LARM (insurance)	2460.52
League of NE Municipalities (education)	1185.00
Menards (supplies)	45.09
Mid-Nebraska Disposal (service)	4334.01
Municipal Supply (supplies)	88.10
Mutual of Omaha (insurance)	117.36
One Call Concepts (service)	43.26
Open Caret (service)	200.00

Parts Bin (supplies)	181.29
Phonograph Herald (publish)	1154.63
Platte Valley Communications (supplies)	227.95
Rutjens Construction (WWTF - Pay Request #10)	550330.25
S E Smith & Sons (supplies)	44.27
Schaper & White (legal)	335.42
Servi-Tech (lab)	165.00
Sherwin Williams (supplies)	375.75
Smith Welding (service)	14.45
Triple T Disposal (service)	97.00
US Post Office (postage)	525.00
Van Diest Supply (supplies)	998.95

Non-General Disbursements

Sales Tax: Civic Center Loan Addendum (loan payment)	65000.00
Sales Tax: Civic Center Loan Addendum (loan payment)	5000.00
Keno: Fireplace Stone & Patio (south Welcome sign)	4958.99
Keno: Jim's Champlin (fuel for Spring clean-up)	362.43
Sales Tax: Cline Williams: Middle Loup Subdivision Legal Services (legal)	1685.00

CITY OF ST PAUL

05/10/23 11:03 AM

Page 1

***Check Detail Register©**

Batch: Disb May15

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 CHECKING					
69793	05/15/23	AMAZON CAPITAL SERVICES			
E 44-20-242		BOOKS	\$468.54	1DLG-DWF3-	Lib - books
E 44-20-242		BOOKS	\$20.98	1F7M-3VL1-9	Lib - books
E 44-20-242		BOOKS	\$397.10	1GFQ-FK9V-	Lib - books
E 44-20-242		BOOKS	\$554.08	1JKT-9PR6-F	Lib - books
E 44-20-242		BOOKS	\$24.28	1JNG-NWLM	Lib - books
E 44-20-242		BOOKS	\$26.95	1K1V-76FP-1	Lib - books
E 44-20-242		BOOKS	\$18.07	1LPT-7NG1-	Lib - books
E 44-20-242		BOOKS	\$20.58	1RQ1-DPTT-	Lib - books
		Total	\$1,530.58		
69794	05/15/23	ANDERSON, TRAE			
E 03-20-210		PROF&SCHOOLS	\$19.78		Swr - meal during wastewater operator license testing
		Total	\$19.78		
69795	05/15/23	AT&T MOBILITY			
E 32-20-220		COMMUNICATION	\$480.68	2282023-1	Pol - cell phones & internet for patrol vehicles
		Total	\$480.68		
69796	05/15/23	AURORA CO-OP ELEVATOR CO.			
E 31-20-231		CITY GAS & OIL	\$17.57	92246	Fire - #51 hwy diesel (NO RECEIPT)
E 31-20-231		CITY GAS & OIL	\$29.28	92275	Fire - #56 unleaded
E 31-20-231		CITY GAS & OIL	\$45.14	92276	Fire - #58 unleaded (NO RECEIPT)
E 31-20-231		CITY GAS & OIL	\$22.58	92277	Fire - #54 unleaded
E 31-20-231		CITY GAS & OIL	\$38.24	92278	Fire - #51 hwy diesel (NO RECEIPT)
E 31-20-231		CITY GAS & OIL	\$61.91	92279	Fire - #57 unleaded (NO RECEIPT)
E 31-20-231		CITY GAS & OIL	\$58.10	92284	Fire - #50 unleaded (NO RECEIPT)
E 31-20-231		CITY GAS & OIL	\$34.12	92296	Fire - #51 hwy diesel
E 32-20-231		CITY GAS & OIL	\$38.73	92328	Pol - #95 unleaded
E 01-20-231		CITY GAS & OIL	\$77.45	92329	Lgts - #2 unleaded
E 02-20-231		CITY GAS & OIL	\$71.78	92344	Wtr - #1 unleaded
E 32-20-231		CITY GAS & OIL	\$45.26	92376	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$25.33	92446	Pol - #94 unleaded
E 32-20-231		CITY GAS & OIL	\$29.10	92476	Pol - #97 unleaded
E 31-20-231		CITY GAS & OIL	\$18.72	92499	Fire - #51 hwy diesel
E 32-20-231		CITY GAS & OIL	\$5.40	92502	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$48.21	92503	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$38.79	92534	Pol - #95 unleaded
E 03-20-231		CITY GAS & OIL	\$25.99	92560	Swr - #93 unleaded
E 32-20-231		CITY GAS & OIL	\$22.30	92587	Pol - #97 unleaded
E 32-20-231		CITY GAS & OIL	\$36.20	92641	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$34.53	92657	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$24.32	92722	Pol - #97 unleaded
E 32-20-231		CITY GAS & OIL	\$20.30	92776	Pol - #97 unleaded
E 32-20-231		CITY GAS & OIL	\$13.45	92791	Pol - #94 unleaded
E 02-20-231		CITY GAS & OIL	\$62.22	92886	Wtr - #1 unleaded
E 32-20-231		CITY GAS & OIL	\$44.07	92955	Pol - #97 unleaded (NO RECEIPT)
E 32-20-231		CITY GAS & OIL	\$37.17	93010	Pol - #95 unleaded

CITY OF ST PAUL

***Check Detail Register©**

Batch: Disb May15

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 31-20-231		CITY GAS & OIL	\$43.67	93033	Fire - #50 unleaded (NO RECEIPT)
E 32-20-231		CITY GAS & OIL	\$38.25	93043	Pol - #96 unleaded (NO RECEIPT)
E 32-20-231		CITY GAS & OIL	\$26.48	93044	Pol - #94 unleaded
E 31-20-231		CITY GAS & OIL	\$28.56	93122	Fire - #51 hwy diesel
E 31-20-231		CITY GAS & OIL	\$24.27	93123	Fire - #52 unleaded
E 32-20-231		CITY GAS & OIL	\$51.31	93129	Pol - #94 unleaded
E 02-20-231		CITY GAS & OIL	\$16.61	93134	Wtr - #93 unleaded
E 32-20-231		CITY GAS & OIL	\$33.22	93167	Pol - #97 unleaded
E 21-20-231		CITY GAS & OIL	\$58.15	93173	Strs - #2 unleaded
E 04-20-231		CITY GAS & OIL	\$40.99	93198	Lndfl - #2 unleaded
E 32-20-231		CITY GAS & OIL	\$36.54	93209	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$37.01	93253	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$30.65	93275	Pol - #96 unleaded
E 32-20-231		CITY GAS & OIL	\$24.03	93276	Pol - #97 unleaded
E 32-20-231		CITY GAS & OIL	\$18.98	93345	Pol - #95 unleaded
E 32-20-231		CITY GAS & OIL	\$38.68	93364	Pol - #96 unleaded (NO RECEIPT)
E 02-20-231		CITY GAS & OIL	\$85.29	93445	Wtr - #1 unleaded
E 32-20-231		CITY GAS & OIL	\$38.82	93474	Pol - #97 unleaded
E 32-20-231		CITY GAS & OIL	\$15.34	93480	Pol - #94 unleaded
E 31-20-231		CITY GAS & OIL	\$4.79	93533	Fire - #57 unleaded
E 31-20-231		CITY GAS & OIL	\$15.30	93534	Fire - #51 hwy diesel
E 32-20-231		CITY GAS & OIL	\$32.52	93561	Pol - #97 unleaded
E 31-20-231		CITY GAS & OIL	\$29.61	93562	Fire - #55 hwy diesel
E 32-20-231		CITY GAS & OIL	\$26.04	93582	Pol - #95 unleaded
E 31-20-231		CITY GAS & OIL	\$70.11	93608	Fire - #55 hwy diesel
E 32-20-231		CITY GAS & OIL	\$22.49	93614	Pol - #97 unleaded
E 32-20-231		CITY GAS & OIL	\$24.02	93695	Pol - #97 unleaded
E 31-20-231		CITY GAS & OIL	\$7.74	93696	Fire - #58 unleaded
E 31-20-231		CITY GAS & OIL	\$11.23	93697	Fire - #51 hwy diesel
E 31-20-231		CITY GAS & OIL	\$10.52	93698	Fire - #54 unleaded
E 31-20-231		CITY GAS & OIL	\$98.19	93699	Fire - #50, 52, 54, 56, 57 unleaded
		Total	\$2,065.67		
69797	05/15/23	AWARDS PLUS			
E 01-20-210		PROF&SCHOOLS	\$65.00	20032	Lgts - Appreciation Plaque for Ed Thompson
		Total	\$65.00		
69798	05/15/23	BANYON DATA SYSTEMS, INC.			
E 01-20-309		COMPUTER	\$1,550.00	163991	Lgts - support for Utility Billing, Fund Acctg, Meter Device, Payroll, Timecard software programs
E 02-20-309		COMPUTER	\$1,550.00	163991	Wtr - support for Utility Billing, Fund Acctg, Meter Device, Payroll, Timecard software programs
E 03-20-309		COMPUTER	\$605.00	163991	Swr - support for Utility Billing, Fund Acctg, Meter Device, Payroll, Timecard software programs
		Total	\$3,705.00		
69799	05/15/23	BLACK HILLS ENERGY			
E 02-20-262		BLACKHILLS GAS	\$45.01		Wtr - well house natural gas
E 02-20-262		BLACKHILLS GAS	\$45.01		Wtr - Well #9 natural gas
E 02-20-262		BLACKHILLS GAS	\$359.82		Wtr - WTP natural gas
E 41-20-262		BLACKHILLS GAS	\$38.60		Pool - natural gas

CITY OF ST PAUL

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 31-20-262		BLACKHILLS GAS	\$389.34		Fire - natural gas
E 21-20-262		BLACKHILLS GAS	\$147.18		Strs - North yards natural gas
E 44-20-262		BLACKHILLS GAS	\$177.09		Lib - natural gas
		Total	\$1,202.05		
69800	05/15/23	BORDER STATES INDUSTRIES, INC.			
E 01-20-270		UTILITY R & M	\$520.71	926193065	Lgts - cable termination kits
E 01-20-270		UTILITY R & M	\$510.58	926215467	Lgts - cable termination kits
E 01-20-270		UTILITY R & M	(\$477.18)	926215483	Lgts - credit invoice for cable termination kits
E 01-50-550		IMPROVEMENTS	\$1,493.52	926228099	Lgts - new primary disconnects and blades behind Jarecke Motors
		Total	\$2,047.63		
69801	05/15/23	BOUND TO STAY BOUND BOOKS INC			
E 44-20-242		BOOKS	\$305.63	198788	Lib - books
		Total	\$305.63		
69802	05/15/23	CHARTER/SPECTRUM			
E 02-20-220		COMMUNICATION	\$127.95	11552105062	Wtr - phone & internet at WTP
		Total	\$127.95		
69803	05/15/23	CITY OF ST PAUL LIGHT			
E 10-20-261		CITY LIGHTS	\$761.00		Gen - City, Sr Cntr & siren utilities
E 31-20-261		CITY LIGHTS	\$148.03		Fire house utilities
E 42-20-261		CITY LIGHTS	\$715.51		Park - park, batting cage, ball fields, concession stand & well utilities
E 41-20-261		CITY LIGHTS	\$67.46		Pool - utilities
E 03-20-261		CITY LIGHTS	\$1,201.71		Swr - sewer lagoon & aerator utilities
E 21-20-261		CITY LIGHTS	\$2,564.33		Strs - street lights & yard lights
E 02-20-261		CITY LIGHTS	\$1,671.30		Wtr - treatment plant & city well utilities
E 34-20-261		CITY LIGHTS	\$26.65		Cem - cemetery utilities
E 44-20-261		CITY LIGHTS	\$385.30		Lib - library utilities
		Total	\$7,541.29		
69804	05/15/23	CONSTRUCTION RENTAL GI			
E 31-50-540		MACH & EQUIPMENT	\$67.25	456884-3	Fire - safety glasses
		Total	\$67.25		
69805	05/15/23	COR MANAGED SERVICES			
E 10-20-220		COMMUNICATION	\$125.00	48567	Gen - 5 year domain renewal for cityofstpaulne.org
		Total	\$125.00		
69806	05/15/23	CUSTER COUNTY RECYCLING			
E 04-20-325		Recycle Delivery	\$21.80	528	Lndfl - recycling trailer
E 04-20-325		Recycle Delivery	\$15.40	530	Lndfl - recycling trailer
		Total	\$37.20		
69807	05/15/23	DEMCO INC			
E 44-20-310		OFFICE SUPPLIES	\$211.14	7301492	Lib - labels, vinyl coated cloth tape, pre-inked stamps, clear tape
		Total	\$211.14		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
69808	05/15/23	DUTTON-LAINSON CO.			
E 01-20-270		UTILITY R & M	\$2,725.11	877496-1	Lgts - stranded copper wire, dead end caps, high voltage elbows, pvc end caps
E 42-20-270		UTILITY R & M	\$137.87	S32269-1	Park - supplies for ballfield drinking fountains
		Total	\$2,862.98		
69809	05/15/23	EAKES OFFICE SOLUTIONS			
E 02-20-520		BLDG/ R & M	\$17.25	INV451416	Wtr - copier contract
E 31-20-520		BLDG/ R & M	\$54.00	INV451487	Fire - copier contract
E 01-20-520		BLDG/ R & M	\$71.72	INV451488	Lgts - copier contract
E 02-20-520		BLDG/ R & M	\$71.72	INV451488	Wtr - copier contract
E 03-20-520		BLDG/ R & M	\$71.71	INV451488	Swr - copier contract
E 10-20-520		BLDG/ R & M	\$52.07	INV451489	Gen - copier contract for Police Dept
E 44-20-520		BLDG/ R & M	\$68.55	INV452187	Lib - copier contract
		Total	\$407.02		
69810	05/15/23	ELMWOOD CEMETERY			
E 34-20-315		CEMETERY PERPETUAL	\$100.00		Cem - perpetual care - Carol Jensen Estate
E 34-20-315		CEMETERY PERPETUAL	\$200.00		Cem - perpetual care - David Boll
		Total	\$300.00		
69811	05/15/23	ENTECH PEST MANAGEMENT, INC			
E 10-20-520		BLDG/ R & M	\$48.60	33369	Gen - pest management at City office
E 02-20-520		BLDG/ R & M	\$43.20	33372	Wtr - pest management at WTP
		Total	\$91.80		
69812	05/15/23	FIRST CONCORD BENEFITS GROUP LLC			
E 42-10-130		INSURANCE	\$8.00		Park - life insurance
E 03-10-130		INSURANCE	\$16.00		Swr - life insurance
E 01-10-130		INSURANCE	\$16.00		Lgts - life insurance
E 21-10-130		INSURANCE	\$16.00		Strs - life insurance
E 02-10-130		INSURANCE	\$24.00		Wtr - life insurance
E 10-10-130		INSURANCE	\$16.00		Gen - life insurance
E 32-10-130		INSURANCE	\$24.00		Pol - life insurance
		Total	\$120.00		
69813	05/15/23	GB AUTO SERVICE, INC			
E 21-20-271		VEHICLE R & M	\$366.37	7074	Strs - #13 tires
		Total	\$366.37		
69814	05/15/23	GOETTSCHKE, ROGER			
E 44-20-270		UTILITY R & M	\$124.98		Park - sprinkler parts
		Total	\$124.98		
69815	05/15/23	GORECKI, JEREMY			
E 02-20-210		PROF&SCHOOLS	\$93.67		Wtr - mileage for mtg in Kearney re transition from Gworks to RVW
		Total	\$93.67		
69816	05/15/23	HEARTLAND DISPOSAL INC			
E 04-30-324		SANITATION HAULING	\$6,236.31		Sanitation hauling

CITY OF ST PAUL

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 21-20-520		BLDG/ R & M	\$35.50	174045	Strs - sanitation disposal from North yards
E 31-20-520		BLDG/ R & M	\$47.00	174045	Fire - sanitation disposal
E 04-20-521		GROUNDS / R & M	\$49.75	174045	Lndfl - sanitation disposal from City office
		Total	\$6,368.56		
69817	05/15/23	HESSELGESSER ELECTRIC MOTORS			
E 02-20-270		UTILITY R & M	\$254.78	42456	Wtr - exhaust fan motor for Well 95A
		Total	\$254.78		
69818	05/15/23	HOWARD CO REGISTER OF DEEDS			
E 34-20-216		RECORDING FEE	\$10.00		Cem - recording fee for DeMary certificate
E 34-20-216		RECORDING FEE	\$10.00		Cem - recording fee for Carol Jensen certificate
		Total	\$20.00		
69819	05/15/23	HOWARD GREELEY RURAL PUBLIC			
E 34-20-260		PUBLIC UTILITY	\$44.42		Public utilities - cemetery
E 02-20-260		PUBLIC UTILITY	\$316.63		Public utilities at North well
E 02-20-260		PUBLIC UTILITY	\$195.24		Public utilities at East well
E 02-20-260		PUBLIC UTILITY	\$35.87		Public utilities at Cargill
E 02-20-260		PUBLIC UTILITY	\$702.99		Public utilities at West well
E 01-20-260		PUBLIC UTILITY	\$124,127.58		Public utilities - lights
E 01-20-270		UTILITY R & M	\$687.12	2444	Lgts - pole replacement in alley behind Jarecke Motors
		Total	\$126,109.85		
69820	05/15/23	JARECKE MOTORS INC			
E 31-20-271		VEHICLE R & M	\$381.36	14734	Fire - #50 replace wiper motor
		Total	\$381.36		
69821	05/15/23	JIMS CHAMPLIN INC			
E 21-20-231		CITY GAS & OIL	(\$31.22)		Strs - diesel credit
E 01-20-231		CITY GAS & OIL	(\$52.38)		Lgts - unleaded credit
E 03-20-231		CITY GAS & OIL	\$68.09	220960	Swr - #8 unleaded
E 04-20-231		CITY GAS & OIL	\$34.62	221893	Lndfl - #2 unleaded
E 01-20-231		CITY GAS & OIL	\$116.39	221906	Lgts - #16 unleaded
E 21-20-231		CITY GAS & OIL	\$95.28	221909	Strs - #6 unleaded
E 01-20-231		CITY GAS & OIL	\$92.35	221912	Lgts - #40W unleaded
E 21-20-231		CITY GAS & OIL	\$116.23	221929	Strs - #18 off road diesel
E 21-20-231		CITY GAS & OIL	\$85.85	221944	Strs #13 off road diesel
E 01-20-231		CITY GAS & OIL	\$39.00	221989	Lgts - #3 unleaded
E 21-20-231		CITY GAS & OIL	\$27.76	222017	Strs - #15 unleaded
E 01-20-231		CITY GAS & OIL	\$73.50	222035	Lgts - #12W hwy diesel
E 01-20-231		CITY GAS & OIL	\$57.60	222105	Lgts - #5 unleaded
E 21-20-231		CITY GAS & OIL	\$68.54	222142	Strs - #13 off road diesel
E 03-20-231		CITY GAS & OIL	\$94.29	222143	Swr - #8 unleaded
E 01-20-231		CITY GAS & OIL	\$70.70	222146	Lgts - #40W unleaded
E 21-20-231		CITY GAS & OIL	\$88.40	222163	Strs - #13 off road diesel
E 21-20-231		CITY GAS & OIL	\$74.41	222164	Strs - #10 hwy diesel
E 21-20-231		CITY GAS & OIL	\$114.47	222169	Strs - #48 hwy diesel
E 42-20-231		CITY GAS & OIL	\$91.11	222205	Park - #9 unleaded

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 21-20-231		CITY GAS & OIL	\$63.46	223008	Strs - #13 off road diesel
E 21-20-231		CITY GAS & OIL	\$107.60	223093	Strs - #7 off road diesel
E 21-20-231		CITY GAS & OIL	\$82.33	223097	Strs - #13 off road diesel
E 42-20-231		CITY GAS & OIL	\$147.65	223150	Park - unleaded for mowers
E 34-20-231		CITY GAS & OIL	\$52.65	223201	Cem - #20 off road diesel
E 21-20-231		CITY GAS & OIL	\$148.87	223291	Strs - #17 off road diesel
E 21-20-231		CITY GAS & OIL	\$83.71	223294	Strs - #13 off road diesel
E 21-20-231		CITY GAS & OIL	\$80.04	223315	Strs - #6 unleaded
		Total	\$2,091.30		
69822	05/15/23	KOWALSKI, TREVOR			
E 03-20-210		PROF&SCHOOLS	\$19.16		Swr - meal during wastewater operator testing in Lincoln
		Total	\$19.16		
69823	05/15/23	LARM			
E 01-20-250		CITY INSURANCE	(\$282.91)	106633	Lgts - work comp audit adjustment
E 10-20-250		CITY INSURANCE	\$72.03	106633	Gen - work comp audit adjustment
E 03-20-250		CITY INSURANCE	\$199.48	106633	Swr - work comp audit adjustment
E 42-20-250		CITY INSURANCE	\$204.23	106633	Park - work comp audit adjustment
E 02-20-250		CITY INSURANCE	\$428.29	106633	Wtr - work comp audit adjustment
E 21-20-250		CITY INSURANCE	\$108.84	106633	Strs - work comp audit adjustment
E 32-20-250		CITY INSURANCE	\$1,213.94	106633	Pol - work comp audit adjustment
E 41-20-250		CITY INSURANCE	\$519.52	106633	Pool - work comp audit adjustment
E 34-20-250		CITY INSURANCE	(\$2.90)	106633	Cem - work comp audit adjustment
		Total	\$2,460.52		
69824	05/15/23	LEAGUE OF NEBRASKA MUNICIPALIT			
E 10-20-210		PROF&SCHOOLS	\$395.00		Gen - Acctg & Finance Conference registration for Connie Jo Beck
E 10-20-210		PROF&SCHOOLS	\$395.00		Gen - Acctg & Finance Conference registration for Laura Berthelsen
E 10-20-210		PROF&SCHOOLS	\$395.00	gallsru	Gen - Acctg & Finance Conference registration for Sally Einspahr
		Total	\$1,185.00		
69825	05/15/23	MENARDS, INC			
E 02-20-270		UTILITY R & M	\$45.09	61848	Wtr - air filter for dehumidifier
		Total	\$45.09		
69826	05/15/23	MID-NEBRASKA DISPOSAL INC			
E 04-20-324		SANITATION HAULING	\$4,334.01		Lndfi - sanitation hauling
		Total	\$4,334.01		
69827	05/15/23	MUNICIPAL SUPPLY IN OF NE			
E 02-20-270		UTILITY R & M	\$88.10	867893-IN	Wtr - 1 1/4" insert coupling
		Total	\$88.10		
69828	05/15/23	MUTUAL OF OMAHA			
E 42-10-130		INSURANCE	\$7.20	1523674401	Park - life insurance
E 03-10-130		INSURANCE	\$21.60	1523674401	Swr - life insurance
E 01-10-130		INSURANCE	\$9.36	1523674401	Lgts - life insurance

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 21-10-130		INSURANCE	\$14.40	1523674401	Strs - life insurance
E 02-10-130		INSURANCE	\$21.60	1523674401	Wtr - life insurance
E 10-10-130		INSURANCE	\$14.40	1523674401	Gen - life insurance
E 32-10-130		INSURANCE	\$28.80	1523674401	Pol - life insurance
		Total	\$117.36		
69829	05/15/23	ONE CALL CONCEPTS, INC			
E 01-20-220		COMMUNICATION	\$14.42	3040197	Lgts - Digger's Hotline
E 02-20-220		COMMUNICATION	\$14.42	3040197	Wtr - Digger's Hotline
E 03-20-220		COMMUNICATION	\$14.42	3040197	Swr - Digger's Hotline
		Total	\$43.26		
69830	05/15/23	OPEN CARET			
E 10-20-211		ADM. & DUES	\$200.00	5576	Gen - website hosting and maintenance
		Total	\$200.00		
69831	05/15/23	PARTS BIN, INC.			
E 04-20-271		VEHICLE R & M	\$56.28	979696	Lndfl - #2 LED bulb
E 21-20-271		VEHICLE R & M	\$44.99	979702	Strs - #25 heater plug
E 03-20-271		VEHICLE R & M	\$78.64	979711	Swr - #8 control module
E 21-20-271		VEHICLE R & M	\$1.38	981169	Strs - #25 o-rings
		Total	\$181.29		
69832	05/15/23	PHONOGRAPH-HERALD			
E 02-20-240		PUBLISH / CODIF	\$480.00		Wtr - publish annual water report
E 10-20-240		PUBLISH / CODIF	\$368.36		Gen - publish meeting notices & minutes, ordinance
E 04-20-240		PUBLISH / CODIF	\$303.76		Lndfl - publish Spring Cleanup Ad
E 44-20-240		PUBLISH / CODIF	\$2.51		Lib - publish meeting notice
		Total	\$1,154.63		
69833	05/15/23	PLATTE VALLEY COMM, INC.			
E 32-20-272		TOOLS	\$227.95	42300273	Pol - wiring camera system for #94 and #95
		Total	\$227.95		
69834	05/15/23	RUTJENS CONSTRUCTION INC			
E 03-50-550		IMPROVEMENTS	\$550,330.25		Swr - WWTF pay request #10; Project 020-2586
		Total	\$550,330.25		
69835	05/15/23	S E SMITH AND SONS			
E 42-20-270		UTILITY R & M	\$35.49	661368	Park - elastic cord for garbage cans
E 21-20-270		UTILITY R & M	\$8.78	661473	Strs - gravel for storm sewer repair at 7th & Custer
		Total	\$44.27		
69836	05/15/23	SCHAPER & WHITE			
E 10-20-212		LEGAL FEES	\$335.42	2002	Gen - review Pole Agmt, City Code
		Total	\$335.42		
69837	05/15/23	SERVI-TECH INC			
E 03-20-232		LAB SAMPLE	\$165.00	H-986845	Swr - water samples
		Total	\$165.00		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
69838	05/15/23	SHERWIN WILLIAMS			
E 21-20-270		UTILITY R & M	\$375.75	8102-7	Strs - blue traffic paint
		Total	\$375.75		
69839	05/15/23	SMITH WELDING SHOP, INC			
E 01-20-270		UTILITY R & M	\$14.45	24920	Lgts - labor to cut old street signs to be used for power pole markers
		Total	\$14.45		
69840	05/15/23	TRIPLE T DISPOSAL			
E 04-20-324		SANITATION HAULING	\$97.00		Lndfl - sanitation hauling
		Total	\$97.00		
69841	05/15/23	U S POSTAL SERVICE			
E 01-20-313		POSTAGE	\$165.00		Lgts - postage
E 02-20-313		POSTAGE	\$165.00		Wtr - postage
E 03-20-313		POSTAGE	\$165.00		Swr - postage
E 04-20-313		POSTAGE	\$30.00		Lndfl - postage
		Total	\$525.00		
69842	05/15/23	VAN DIEST SUPPLY CO, INC			
E 21-20-270		UTILITY R & M	\$720.00	34890	Strs - sterilant
E 21-20-270		UTILITY R & M	\$171.50	34891	Strs - aquatic weed killer
E 21-20-270		UTILITY R & M	\$107.45	34892	Strs - 2-4D
		Total	\$998.95		
		11100 CHECKING	\$722,066.98		

Fund Summary

<u>11100 CHECKING</u>	
01 LIGHTS	\$131,685.09
02 WATER	\$7,032.84
03 SEWER	\$553,096.12
04 LANDFILL	\$11,219.92
10 GENERAL	\$3,177.88
21 STREETS	\$5,946.35
31 FIREMEN	\$1,756.63
32 POLICE	\$2,932.91
34 CEMETERY	\$440.82
41 POOL	\$625.58
42 PARK	\$1,347.06
44 LIBRARY	\$2,805.78
	<u>\$722,066.98</u>

PRIVATE WELLS

Name Terrie Heaps Phone 308-750-8979

Address 1403 9th St.

Lot 1 & 2 of lot C Block - Addition Bryan's Admin Plat

Size of Casing _____ Type of Pump _____

Location NW Corner of lot

Depth of Well _____

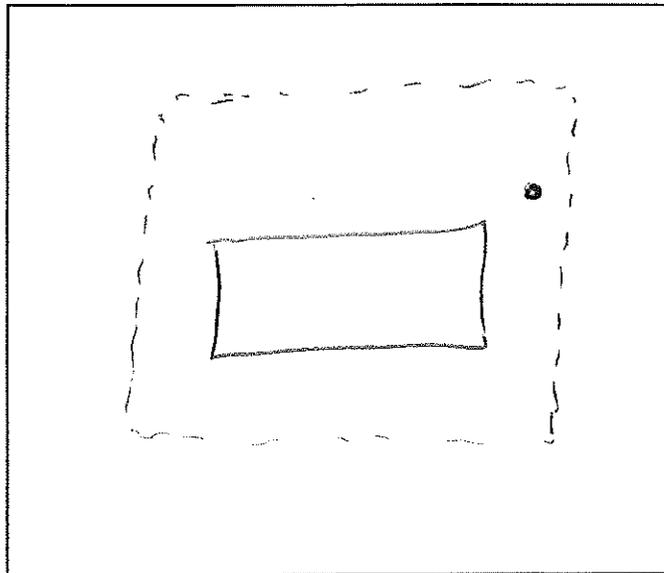
Recommendations _____

Name and Address of Well Driller Baur Well Drilling

805 N Sycamore St. 68866

Intended Use of Water Sprinklers

Approved by JG



PRIVATE WELLS

Name Kim & Lisa Jensen Phone 402-690-3576

Address 422 Paul St.

Lot 9 & 10 Block - Addition Prairie Falls

Size of Casing 4" Type of Pump Submersible

Location NE Corner of Lot

Depth of Well 60'

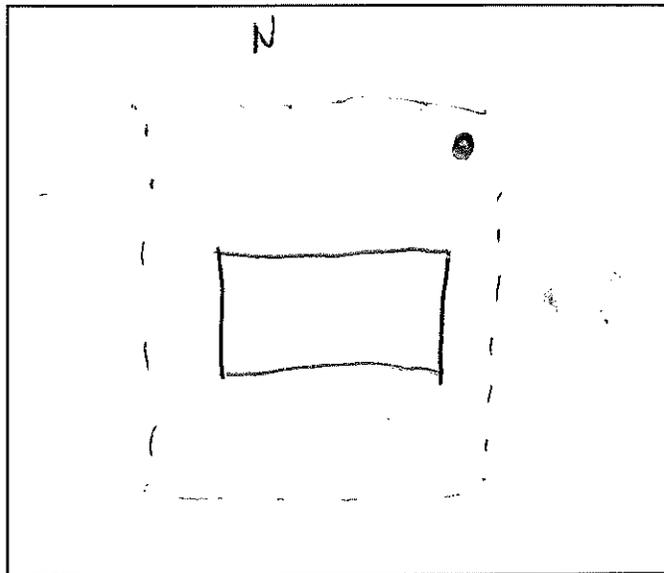
Recommendations _____

Name and Address of Well Driller Baur Well Drilling

905 N Sycamore St. Pleasanton NE 68866

Intended Use of Water Sprinklers

Approved by JG





2023 Municipal Accounting & Finance Conference

June 21 - 23, 2023

Cornhusker Marriott Hotel, Lincoln

Let us help you. This conference is designed for city officials and staff involved in fiscal planning for municipalities. We aim to connect municipal finance professionals with the essential information they need for their job.



2023 MUNICIPAL ACCOUNTING & FINANCE CONFERENCE

June 21-23, 2023

Cornhusker Marriott Hotel, Lincoln



MUNICIPAL TREASURERS AND MUNICIPAL ATTORNEYS: The League will let you know as soon as the State Auditor's Office and the Mandatory Continuing Legal Education Commission informs us of the number of hours each will receive.

Tentative Conference Program (subject to change)

Wednesday, June 21, 2023

- 12 pm** **Registration for Preconference Seminar**
- 12:30–1:30 pm** **Lunch**
- 1:30–4:30 pm** **PRECONFERENCE SEMINAR – Cooperative Financing Structures:** How to work legally and effectively with Public-Private Partnerships, Interlocal Agencies, 63-20 Corporations and Nonprofit Organizations.
Mike Rogers, Attorney, Gilmore & Bell, P.C.
Colleen Duncan, Attorney, Gilmore & Bell, P.C.

Thursday, June 22, 2023

- 7:30 am** **Registration:** Visit Display Area
(coffee and rolls available)
- 8–9:15 am** **Budget Update: Budget Forms, Lid Laws, LB 644 (2021) and Related Issues for FY 22-23**
Jeff Schreier, CPA, Senior Auditor-In-Charge, Nebraska Auditor of Public Accounts
Christy Abraham, Legal Counsel, LNM
- 9:15–9:30 am** **Break:** Visit Display Area
- 9:30–10:30 am** **Update on ARP Act Reporting Requirements and Use of Funds**
NLC Representative
- 10:30–10:45 am** **Grants Available from the Land and Water Conservation Fund and Recreational Trails Program**
Hannah Jones, Assistant Division Administrator of Planning, Nebraska Game and Parks Commission
- 10:45–11 am** **Break:** Visit Display Area
- 11 am–12 pm** **League Legislative Report**
L. Lynn Rex, Executive Director, LNM
- 12–1:30 pm** **Luncheon**
Welcome by Dawn Miller, Director of Finance, North Platte; Chair of the MAFC Committee Honoring LeAnn Brown, Former Clerk/Treasurer, Oshkosh; Jo Leyland, Former Administrator/ Clerk/Treasurer, Imperial; and Rod Storm, Former City Administrator, Blair
- 1:30–1:45 pm** **Business Meeting**
- 1:45–2:45 pm** **Concurrent Sessions:**
A. Local Projects Transportation Funding Update
(Session repeated at 3 pm)



2023 MUNICIPAL ACCOUNTING & FINANCE CONFERENCE

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Thursday, June 22, 2023 (con't.)

1:45–2:45 pm **Concurrent Sessions: (con't.)**

- B. Risk Management/Budgeting:** Learn why insurance markets are hardening in Nebraska and elsewhere with increasing costs for property coverages.
(Session repeated at 3 pm)
- C. Review of Preventative Internal Controls Necessary to Safeguard Municipal Assets**
(Session repeated at 3 pm)
- D. League Insurance Government Health Team (LIGHT):** Please take advantage of this opportunity to learn more about LIGHT and the partnership with Blue Cross and Blue Shield of Nebraska and Mutual of Omaha.
(Session repeated at 3 pm)

2:45–3 pm **Break:** Visit Display Area

3–4 pm **Concurrent Sessions:**

- A. Local Projects Transportation Funding Update**
(Repeat of 1:45 pm session)
- B. Risk Management/Budgeting:** Learn why insurance markets are hardening in Nebraska and elsewhere with increasing costs for property coverages.
(Repeat of 1:45 pm session)
- C. Review of Preventative Internal Controls Necessary to Safeguard Municipal Assets**
(Repeat of 1:45 pm session)
- D. League Insurance Government Health Team (LIGHT):** Please take advantage of this opportunity to learn more about LIGHT and the partnership with Blue Cross and Blue Shield of Nebraska and Mutual of Omaha.
(Repeat of 1:45 pm session)

4–4:15 pm **Break:** Visit Display Area

4:15–5:15 pm **Concurrent Sessions:**

- A. Budgeting Issues and Ideas for Efficiencies When Challenged to Keep "Doing More with Less"**
- B. Utilities Update:** Landlord responsibility for unpaid tenant utility bills.
(Session repeated Friday at 11 am)
- C. "101" Class on LB 840 Plans:** Review the basics of the Local Option Municipal Economic Development Act.
(Session repeated Friday at 11 am)

Make plans to network, visit the display area and enjoy the many restaurants and activities in Lincoln.

Friday, June 23, 2023

8 am **Visit Display Area**
(coffee and rolls available)

8:30–9:30 am **Concurrent Sessions:**
A. Taking Advantage of State Procurement Contracts
(Session repeated at 9:45 am)



2023 MUNICIPAL ACCOUNTING & FINANCE CONFERENCE

June 21-23, 2023

Cornhusker Marriott Hotel, Lincoln



League of Nebraska Municipalities

Friday, June 23, 2023 (con't)

8:30–9:30 am **Concurrent Sessions: (con't.)**

B. Sales Tax Reporting Requirements

(Session repeated at 9:45 am)

C. Creative Districts: From July 1, 2023, to June 30, 2024, funds from the Civic and Community Center Financing Fund (CCCCF) only will be available to municipalities partnering with creative districts certified by the Nebraska Arts Council.

(Session repeated at 9:45 am)

D. Labor Relations/Personnel Management: Review and update on laws and regulations applicable to seasonal workers, including minimum wage requirements and restrictions on the kind of work teenagers are allowed to perform; information employers are required to post in the workplace; and other related issues.

(Session repeated at 9:45 am)

9:30–9:45 am **Break:** Visit Display Area

9:45–10:45 am **Concurrent Sessions:**

A. Taking Advantage of State Procurement Contracts

(Repeat of 8:30 am session)

B. Sales Tax Reporting Requirements

(Repeat of 8:30 am session)

C. Creative Districts: From July 1, 2023, to June 30, 2024, funds from the Civic and Community Center Financing Fund (CCCCF) only will be available to municipalities partnering with creative districts certified by the Nebraska Arts Council.

(Repeat of 8:30 am session)

D. Labor Relations/Personnel Management: Review and update on laws and regulations applicable to seasonal workers, including minimum wage requirements and restrictions on the kind of work teenagers are allowed to perform; information employers are required to post in the workplace; and other related issues.

(Repeat of 8:30 am session)

10:45–11 am **Break:** Visit Display Area

11 am–12 pm **Concurrent Sessions:**

A. Utilities Update: Landlord responsibility for unpaid tenant utility bills.

(Repeat of Thursday 4:15 pm session)

B. "101" Class on LB 840 Plans: Review the basics of the Local Option Municipal Economic Development Act.

(Repeat of Thursday 4:15 pm session)

C. Open Meetings Act Overview and Issues Update

12 pm **Adjournment** – Have a safe trip home!



2023 MUNICIPAL ACCOUNTING & FINANCE CONFERENCE

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Cornhusker Marriott Hotel, Lincoln



Delegate Registration

Municipality: _____

Name (as you want it to appear on name tag): _____

Title: _____ Spouse (if attending): _____

First League Conference? Yes _____ No _____

Check # _____ enclosed for \$ _____ (Advanced payment encouraged)

Billing address: _____

Phone: _____

Email: _____ (Required for you to receive electronic handbook)

	Through June 2	After June 2	Recordings Only (prepayment required)
Wednesday Preconference Seminar: (Includes Preconference electronic handbook)	_____ \$110	_____ \$135	_____ \$110
Thursday & Friday Conference: (Includes electronic handbook) Per municipal official, League member	_____ \$395	_____ \$425	_____ \$395
Conference Total:	\$ _____		

Meals: (not included in registration fee; indicate number needed by June 2)

Wednesday Luncheon _____ \$30
Thursday Luncheon _____ \$30

Meals Total: \$ _____

Grand Total: \$ _____

Conference Information

- ❖ Preregistration deadline is **June 2**. Registrations received after this date will incur higher registration costs.
- ❖ Advanced registrations not cancelled by **June 2** or "no shows" will be billed for the conference and any meal tickets reserved.
- ❖ If you need special accommodations or equipment at this conference, contact the League office by **June 2**.
- ❖ The conference sessions will be recorded, unless prohibited by the speaker, and emailed to registered delegates for viewing through August 31, 2023.

Mail registration and payment to: League of Nebraska Municipalities, 1335 L Street, Lincoln, NE 68508, or fax 402-476-7052

[Click here to register and pay online.](#) ***PLEASE NOTE -- There is a credit card processing fee included for each item.***



2023 MUNICIPAL ACCOUNTING & FINANCE CONFERENCE

June 21-23, 2023

Cornhusker Marriott Hotel, Lincoln



Conference and Hotel Information

- ❖ All conference sessions will be held at the Cornhusker Marriott Hotel, 333 South 13th Street, Lincoln, NE 68508.
- ❖ To make room reservations at the Cornhusker, call 1-866-706-7706 or 402-474-7474 or [book online](#). When calling to reserve a room, please state that you are attending the League's conference to obtain the special room rate. The room block will be released **May 30**.
- ❖ The room rate is \$119 for a single or double room with Government ID card. If you need an ID card, contact the League office. Individual guest accounts are payable at check out by cash or credit card.
- ❖ Check in time is approximately 4 p.m.; check out time is 11 a.m.
- ❖ Preregistration deadline for delegates is **June 2**. Registrations received after this date will incur higher registration costs.
- ❖ Advance registrations not cancelled by **June 2** or "no shows" will be billed for the conference, reserved display tables and any meal tickets.
- ❖ The conference sessions will be recorded, unless prohibited by the speaker, and emailed to registered delegates for viewing through August 31, 2023.
- ❖ If you need special accommodations or equipment at this conference, contact the League office by **June 2**.
- ❖ To meet printing schedules for the conference materials, sponsor fund or display table information must be returned by **June 2**.
- ❖ For your comfort, we recommend that you wear layered clothing, or bring a jacket, because heating and cooling conditions may vary.

Citizens Advisory Review Committee

5/3/2023

12:00PM

Civic Center

Attendance: Sally Einsphar, Emily Vanis (via Zoom), Joe Mlinar, Jordan Meyer, , Julie Gawrych, Connie Beck, Parker Klinginsmith

Meeting called to order: Meeting was called to order at 12:02 pm

Loan Review:

All loans were reviewed, everyone has been current on payments and members did not see a reason to take any action.

Discussion:

The committee members would like to see some more consistency with the information provided by the businesses. Parker will change the requirements from the businesses to include Profit and loss statements, previous year as well as Year to Date, and Balance sheet, previous year as well as Year to Date.

Parker will also keep the full year's statements in binders in the future for committee members to be able to look back at during meetings.

The next meeting will be set around early October.

Adjourn: The CARC meeting was adjourned at 12:41 pm

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: May 15, 2023

Requested Agenda Item: Appoint Parker Klinginsmith as an alternate to the South Central Economic Development District (SCEDD) Board of Directors

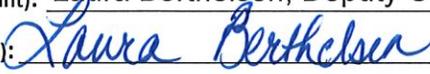
Please state your Agenda Item (please be specific, providing documentation if available):

Having Parker Klinginsmith as an alternate would allow City representation on the SCEDD Board if current board member, Deputy City Clerk Laura Berthelsen was unable to attend.

What action do you want the City Council to take? Authorize Parker Klinginsmith as an alternate SCEDD board member

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

Name (please print): Laura Berthelsen, Deputy City Clerk

Name (signature): 

Address: 704 6th Street, St. Paul, NE 68873

Phone Number: 308-754-4483

.....
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: _____

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

American Legion Carl Mogensen Post 119

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

1222 2nd Street St Paul, Nebraska 68873

Retail Liquor License Address or Non-Profit Business Address

008455

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 7/7/23 7/8/23 Identification will be checked, along
with wristbands being utilized for
Event Start Time(s): 5 Pm 5 Pm underage drinking
Event End Time(s): 1 am 1 am

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: American Legion Sports Bar and Restaurant

Event Street Address/City: 1222 2nd Street St Paul, Nebraska 68873

Indoor area to be licensed in length & width: 42' X 104'

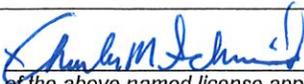
Outdoor area to be licensed in length & width: 30' X 40' (Diagram Form #109 must be attached)

Type of Event: GCA Days Estimate # of attendees: 150

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

Event Contact Name: Chuck Schmid Event Contact Phone Number: 308-750-6149

Event Contact Email: schmidchuck@gmail.com

*Signature Authorized Representative:  Printed Name Charles M Schmid

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

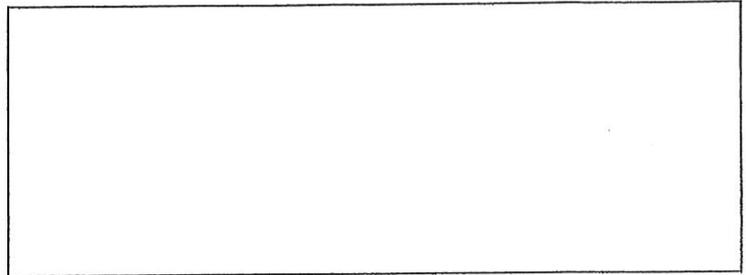
The local governing body for the City/Village of St. Paul OR County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**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



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.

American Legion Carl Mogensen Post 119
NAME OF CORPORATION

47-602-4837

FEDERAL ID NUMBER

Charles M. Schmidt

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 12th DAY OF May, 2023

Connie Jo Beck
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: GCA Days DATE: 7-7 + 7-8-2023

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: 5-9-2023

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

CATERER NAME: _____

DATE: 5-9-2023

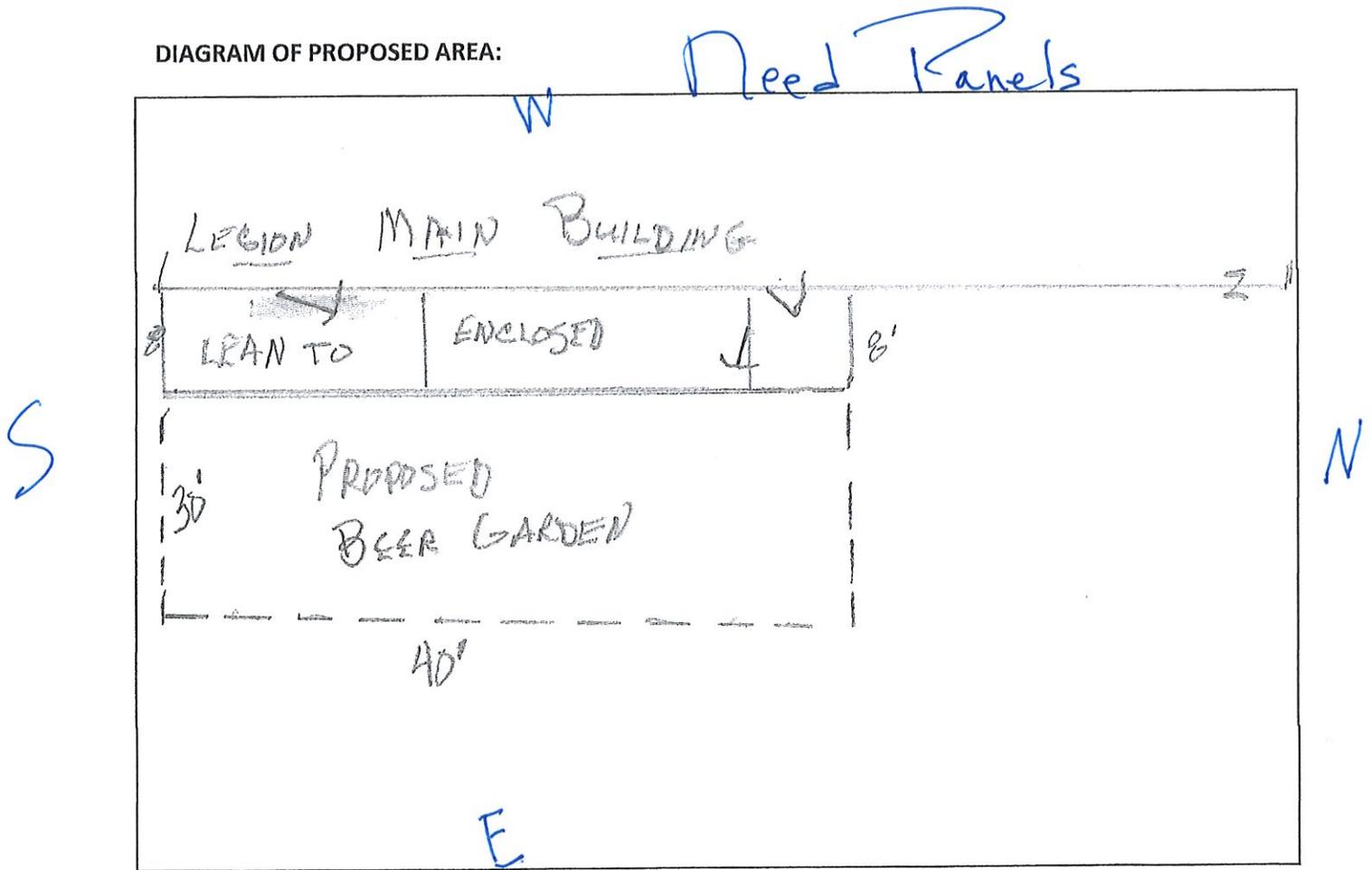
BY: X [Signature]
Authorized Agent of Caterer

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED City of St Paul Local Patrol

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



FW: Policy # 39943841 - American Legion Post 119

| message

Kim Cyboron <kcyboron@pathwaybank.com>
To: Chuck Schmid <schmidchuck@gmail.com>

Fri, May 12, 2023 at 3:30 PM

Chuck,

I contacted Auto Owners and they emailed me the following note.

Thank You,

Kim

Hello Kim,

I spoke with processing and they are updating the wording on the change effective 11/6/22 to read "Amended the Liquor Liability Aggregate Limit to \$2,000,000". The prior wording of "Amended the Liquor Liability Aggregate Limit to \$2,000,00" was a typo. The new page will generate on Monday, but if the insured needs something showing the coverage, the current coverages are below:

Change Effective Date: 11/6/2022

LIQUOR LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
Liquor Liability Aggregate	\$2,000,000
Liquor Liability Each Common Cause	\$1,000,000

Thank you!



COMMERCIAL LINES UNDERWRITER
WEST DES MOINES BRANCH
AUTO-OWNERS INSURANCE

Auto-Owners Ins. Co.

Issued 07-14-2022

AGENCY PATHWAY INSURANCE AGENCY LLC
20-0182-00 MKT TERR 088

Company POLICY NUMBER 224620-39943841-22
Bill 39-46-NE-2207

INSURED AMERICAN LEGION SPORTS BAR AND REST

Term 07-15-2022 to 07-15-2023

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
ORDINANCE OR LAW Coverage D-Tenant's I&B		\$2,500	\$10,000		Included
SPOILAGE COVERAGE		\$1,000	\$5,000		\$121.00

Forms that apply to this building:

59351 (01-15)	54835 (07-08)	CP0124 (07-00)	IL0022 (05-87)	64022 (12-10)
IL0003 (07-02)	54331 (03-06)	64224 (01-16)	59325 (12-19)	64326 (07-19)
CP0090 (07-88)	54956 (01-11)	64000 (12-10)	64013 (12-10)	64010 (12-10)
64020 (12-10)	54381 (04-15)	59392 (11-20)		

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 54835, 59392	
LOCATION 0001	\$5,611.00

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

SONS OF AMERICAN LEGION
 AMERICAN LEGION NATIONAL HEADQUARTERS
 NEBRASKA AMERICAN LEGION
 CITY OF ST PAUL NEBRASKA

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not

be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us", and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**.

- b. This insurance applies to "injury" only if:
- (1) The "injury" occurs during the policy period in the "coverage territory"; and

- (2) Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an injury or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.
- d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "injury" or claim:
 - (1) Reports all, or any part, of the "injury" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
 - (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

- a. **Expected Or Intended Injury**
"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. **Workers' Compensation And Similar Laws**
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- c. **Employers Liability**
"Bodily injury" to:
 - (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "injury".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments, but only

for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

- 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- 4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- 5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- 7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees"

is an insured for:

(1) "Injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(a)** above; or
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(a)** or **(b)** above.

(2) "Property damage" to property:

- (a)** Owned or occupied by; or
- (b)** Rented or loaned to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).

- b.** Any person or organization having proper temporary custody of your property if you die, but only:

- (1)** With respect to liability arising out of the maintenance or use of that property; and
- (2)** Until your legal representative has been appointed.

- c.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b.** Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - LIQUOR LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Injury, Claim Or Suit

- a.** You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "injury" took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any "injury".

- b.** If a claim is made or "suit" is brought against any insured, you must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c.** You and any other involved insured must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- 3. Legal Action Against Us**
No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.
- 4. Other Insurance**
If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:
- a. **Primary Insurance**
This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.
 - b. **Method of Sharing**
If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
- 5. Premium Audit**
- a. We will compute all premiums for this Cover-

- age Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- 1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any place included in Paragraph a. above; or
 - c. All other parts of the world if the "injury" arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
4. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
10. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product", and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.

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: May 15, 2023

Requested Agenda Item: Approve process for obtaining property, liability, work comp insurance quotes

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

Since there are two insurance agencies interested in providing a quote for the City's property, liability, work comp insurance quotes (to compete with the LARM renewal quote), it was suggested to interview both agencies to determine which agency can best serve the City's interests. The City of Columbus does this and highly recommends the process.

What action do you want the City Council to take? Approve the interview process to determine which agency should be allowed to quote the insurance package; approve insurance committee members.

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

Name (please print): Laura Berthelsen, Deputy City Clerk

Name (signature): _____

Address: 704 6th Street, St. Paul, NE 68873

Phone Number: 308-754-4483

.....
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: _____



Parcel Information	
Parcel ID	471011770
Links	Photo #1 Document #1 Document #2
Map Number	2917-00-0-11001-036-0191
Cadastral #	0000-0000
Current Owner	S SQUARED ENTERPRISES, LLC
Mailing Address	1428 N KRUSE AVE GRAND ISLAND NE 68803-3643
Situs Address	
Tax District	1
Tax ID	0000-0000
School District	ST PAUL SCH DIST #1
Neighborhood	1120
Property Class	Single Family
Lot Width x Depth	0 x 0
Legal Description	(#191-1) OUTLOT A PRAIRE FALLS SUB ST PAUL

Assessed Values				
Year	Total	Land	Improvements	Outbuildings
2022	\$59,399	\$59,399	\$0	\$0

2022 Tax Information	
Taxes	\$1,080.68
Tax Levy	1.925974

2022 Tax Levy	
Description	Rate
AG SOCIETY	0.003270
CENTRAL COMM-COLLEGE	0.090272
COUNTY GENERAL	0.161644
ED SERVICE UNIT #10	0.014876
HISTORICAL SOCIETY	0.000864
LOUP BASIN RECL#1	0.033093
LOWER LOUP NRD #1	0.036700
ST PAUL CITY	0.506911
ST PAUL SCH #1 BOND 2009	0.073737
ST PAUL SCH DIST #1	1.004607

5 Year Sales History
No previous sales information is available.



Property Classification			
Status:	Unimproved	Location:	Urban
Property Class:	Single Family	City Size:	800-2,500
Zoning:	Single Family	Lot Size:	1.00-1.99 ac.

Land Information				
Lot Width	Lot Depth	Value Method	# of Units	Lot Value
0	0	Sq ft.	58798	59399

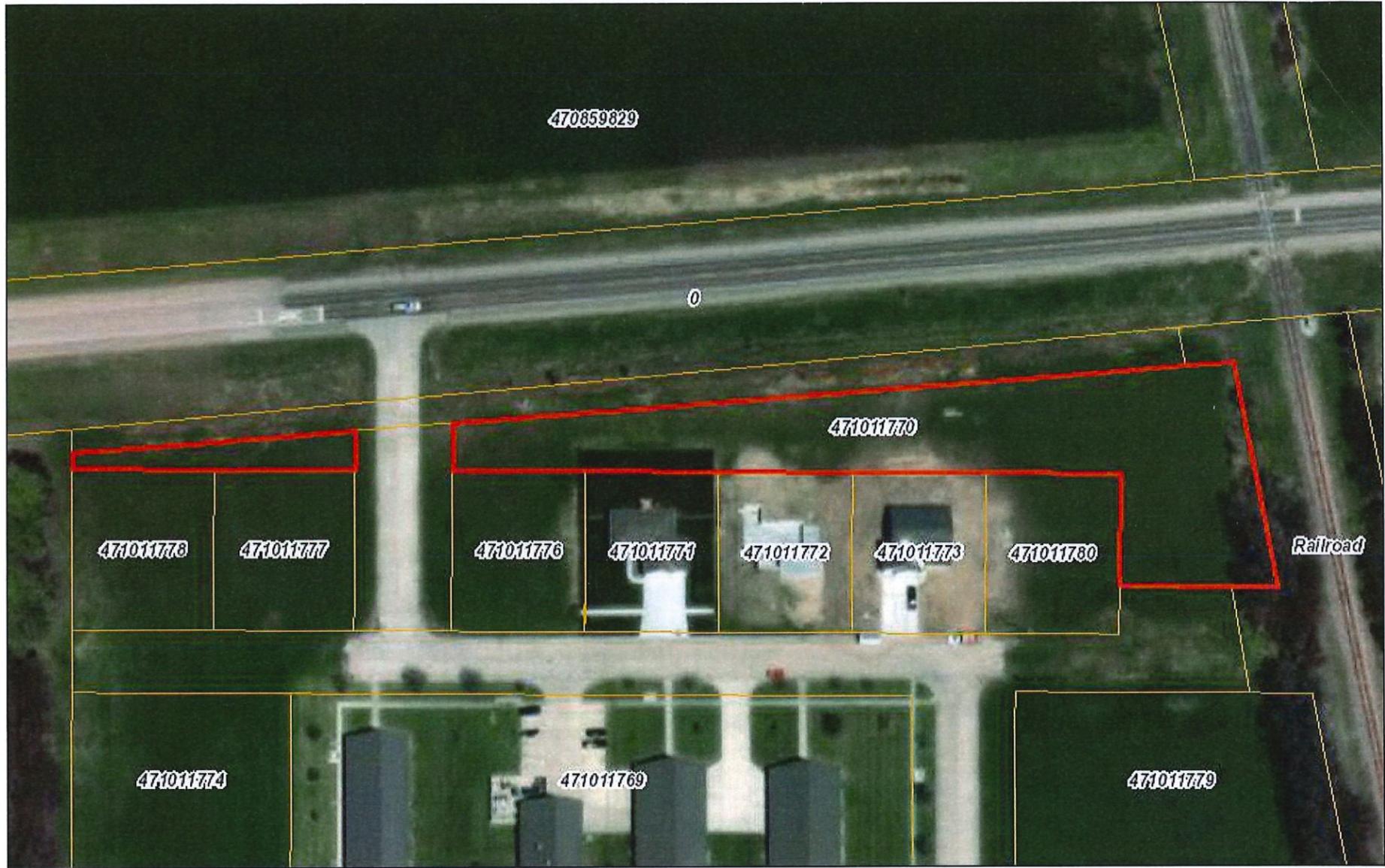
Historical Valuation Information							
Year	Billed Owner	Land	Impr	Outbldg	Total	Taxable	Taxes
2022	S SQUARED ENTERPRISES, LLC	\$59,399	\$0	\$0	\$59,399	\$59,399	\$1,080.68
2021	S SQUARED ENTERPRISES, LLC	\$120,537	\$0	\$0	\$120,537	\$120,537	\$2,295.34
2020	S SQUARED ENTERPRISES, LLC	\$120,537	\$0	\$0	\$120,537	\$120,537	\$2,347.76
2019	S SQUARED ENTERPRISES, LLC	\$143,105	\$0	\$0	\$143,105	\$143,105	\$2,607.96
2018	S SQUARED ENTERPRISES, LLC	\$177,305	\$0	\$0	\$177,305	\$177,305	\$3,237.22

Residential Datasheet			
Type		Heat Type	
Quality / Condition		Foundation	
Arch. Type		Slab Area	
Year Built		Crawl Area	
Actual Age	N/A	Basement Area	sq. ft.
Ext. Wall 1		Min Finish	
Ext. Wall 2		Rec Finish	
Base Area		Part Finish	
Total Area		Bedrooms	
Style 1		Bathrooms	
Style 2		Garage Type	
Roof Type		Garage Area	

Building Permits			
Permit #	Date	Description	Amount
C08-008	03/05/2008	4X8 GROUND SIGN ON VACANT LOT	800

Photo/Sketch



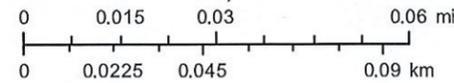


April 26, 2023

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

1:1,805

□ Parcels



Connie Beck

Electrical Dept. Laptop

From: Doug Cramer <doug@cormsp.com>
Sent: Wednesday, May 10, 2023 10:02 AM
To: Connie Beck
Subject: Electric Department

Hey Connie,

The laptop showed up last night for the electric department so i will get it ready and bring it up soon. You are having a meeting next week regarding the Chamber services so I didnt know if you want to do the same with electric department as well? I would secure the new laptop and provide support for \$150.00 to the electric department's new laptop. Let me know.

Doug Cramer
Managed Services Administrator

COR Managed Services
Phone: 308.381.0561
Mobile: 308.380.1439
Website: www.cormsp.com
Email: doug@cormsp.com

May 2, 2023

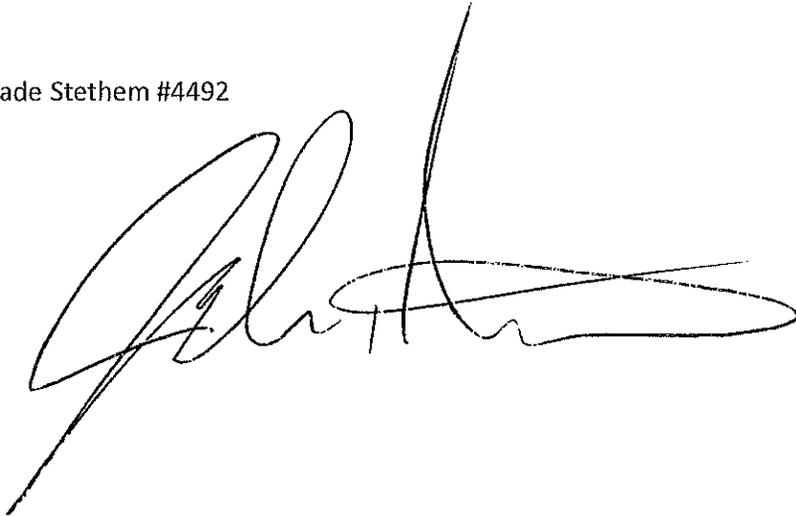
Dan, please accept this letter as my formal resignation from the St. Paul Police Department.
My last day will be May 12, 2023.

Thank you for the opportunities you have provided me with during my time in here in St. Paul

If I can be of any assistance during this transition, please let me know.

Sincerely,

Jade Stethem #4492

A handwritten signature in black ink, appearing to read 'Jade Stethem', with a large, sweeping flourish extending to the right.



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

Transfer of Funds
from City Heritage Bank Utility Fund in
the amount of \$250,000

AND

Deposit into City Checking Account to
Pay Disbursements, along with a WWTF
Drawdown #10.

Connie Jo Beck, City Clerk

Dated: May 15, 2023



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



CITY OF ST PAUL - Connie Jo Beck logged in
Security Key : CITY OF ST PAUL

Mobile Deposit checks must be endorsed
FOR MOBILE DEPOSIT ONLY, HERITAGE BANK,
YOUR ACCOUNT NUMBER & SIGNATURE

411025
Heritage Bk

History

04-04-2023 - 05-11-2023

Select an Account ****1025 - MMKT (BUSINESS) \$ 352,031.36

History Period Today

Total deposits and credits: \$ 92,639.76

Total withdrawals, payments and debits: \$ -3,224.41

36
031
2521

Check Register

Check all Select all Checks Select all: ATM

Checked Amt.	Unchecked Amt.	Total Amount	Beginning Balance	Ending Balance	Difference
0.00	89,415.35	89,415.35	262,616.01	352,031.36	89,415.35

Manual Item Entry

Date: Description: Amount:

<input checked="" type="checkbox"/>	Date	Description	Amount	Total
<input type="checkbox"/>	05/03/2023	CHECK # 1032	\$ -1,251.00	\$ 352,031.36
<input type="checkbox"/>	05/01/2023	CITY OF ST PAUL [PPD] DIRECT PAY	\$ 1,251.00	\$ 353,282.36
<input type="checkbox"/>	04/30/2023	Interest Paid 280155	\$ 353.30	\$ 352,031.36
<input type="checkbox"/>	04/28/2023	INTERNET CHARGES [PPD] I-NET FEES I-NET FEE	\$ -25.00	\$ 351,678.06
<input type="checkbox"/>	04/24/2023	ACH RET / DABIR POLAND / NSF	\$ -386.23	\$ 351,703.06
<input type="checkbox"/>	04/24/2023	ACH RET / JASON STEPANEK / NSF	\$ -311.18	\$ 352,089.29
<input type="checkbox"/>	04/20/2023	CITY OF ST PAUL [PPD] DIRECT PAY	\$ 91,035.46	\$ 352,400.47
<input type="checkbox"/>	04/07/2023	CHECK # 1031	\$ -1,251.00	\$ 281,365.01

15.3.1

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Remit payment to:
P.O. BOX 5125
Kansas City, KS 66119

Kansas City 913-371-3822
Omaha 402-331-9200
Lincoln 402-325-0447
Grand Island 308-384-2620
Norfolk 402-316-4640

www.roadbuildersmachinery.com

Corporate Office:
1001 S. 7th Street Trafficway, Kansas City, KS 66105

Ship to: CITY OF ST PAUL
GRAND ISLAND SHOP

Invoice to: CITY OF ST. PAUL
704 6TH STREET
ST. PAUL NE 68873

Branch 04 - Grand Island NE		
Date 05/12/2023	Time 10:41:35 (O)	Page 1
Account No. STPAU001	Phone No. 3087544483	Invoice No. 002510
Ship Via W	Purchase Order Y	
Sales Tax No.		
Salesperson RDJ		

ESTIMATE EXPIRY DATE: 06/11/2023

SERVICE QUOTE

Stock #: 50992 WA200-6 MS #: 70450
Make: KM Model: RTL
Is to have the following work done

REPLACE TURBO/ROD & MAIN BEARINGS

COMPLAINT:

BLOWING ENGINE OIL OUT OF MUFFLER

CAUSE:

DEFECTIVE TURBO

CORRECTION:

REPLACE THE FOLLOWING:

- TURBO
- ROD BEARINGS
- MAIN BEARINGS
- AFTER COOLER
- MUFFLER
- PUMP DRIVE COUPLING.

ADDITIONAL DESCRIPTION:

THIS IS ONLY AN ESTIMATE. ESTIMATE DOES NOT INCLUDE FREIGHT.

Part#	Description	Qty	Price	Amount
600-319-3610	CARTRIDGE &	1	64.87	64.87
600-319-3750	FUEL FILTER	1	74.38	74.38
6736-51-5142	FILTER,O	1	26.77	26.77
600-185-2500	ELEMENT ASS'	1	127.47	127.47
6751-22-8100	MAIN BEARING	1	207.37	207.37
6754-32-3520	KIT, CONROD BEAR	4	70.32	281.28
6754-31-3410	BEARING	4	11.10	44.40
418-03-48171	AFTER COOLER	1	2705.30	2705.30
418-12-61110	COUPLING	1	895.90	895.90
6751-11-5471	MUFFLER	1	1139.15	1139.15
6150-11-5710	GASKET	1	20.81	20.81
R6751-81-8030	TURBOCHARGER	1	2018.11	2018.11
CR6751-81-8030	TURBO KIT		827.85	827.85

TERMS: Net thirty days from invoice date. A charge of 1.5% per month (18% per annum) will be added to all past due accounts. Any accounts past due will be subject to a cash basis only.

The following warranty limitations and disclaimer provisions are not applicable if buyer is an individual. A buyer who is an individual may have additional rights under the law. RoadBuilders and it's subsidiaries charges a 2.94% surcharge on all credit card transactions

The only warranty make by seller is that for a period of thirty days (commencing on the date the repaired goods or machinery is delivered to the buyer whether or not it is used during such period). The seller will repair or replace, at no cost to the buyer, any defective parts and workmanship in addition. Seller hereby extends to the buyer any manufacturer's warranty which extends longer than such thirty days. Any labor for work performed after such thirty day period replacing parts under a manufacturer's warranty not paid for by manufacturer will be charged to the buyer at seller's customary rates.

There are no implied warranties or merchantability. Fitness for a particular purpose or use otherwise make in connection with the services and parts sold hereunder, and seller in no event shall be liable for any consequential, incidental or other special damages such as downtime, loss of profits or property damage.



Corporate Office:
1001 S. 7th Street Trafficway, Kansas City, KS 66105

Remit payment to:
P.O. BOX 5125
Kansas City, KS 66119

www.roadbuildersmachinery.com

Kansas City 913-371-3822
Omaha 402-331-9200
Lincoln 402-325-0447
Grand Island 308-384-2620
Norfolk 402-316-4640

Ship to: CITY OF ST PAUL
GRAND ISLAND SHOP

Invoice to: CITY OF ST. PAUL
704 6TH STREET
ST. PAUL NE 68873

Branch 04 - Grand Island NE		
Date 05/12/2023	Time 10:41:35 (O)	Page 2
Account No. STPAU001	Phone No. 3087544483	Invoice No. 002510
Ship Via W	Purchase Order Y	
Sales Tax No.		
		Salesperson RDJ

ESTIMATE EXPIRY DATE: 06/11/2023

SERVICE QUOTE

Part#	Description	Qty	Price	Amount
R6751-81-8030C	CORE		752.59	752.59
6751-52-7610	GASKET-OIL D	3	4.85	14.55
6751-81-8880	STUD	4	32.07	128.28
6737-11-5850	NUT	4	7.47	29.88
6751-11-4390	SEAL	1	14.10	14.10
6751-11-8110	GASKET	1	34.44	34.44
6751-11-4370	SEAL	1	4.97	4.97
TB1207C	SIL.GASK	1	27.53	27.53
1401102H2	15W40/CK4 55GAL	6	19.73	118.38

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES		
	WASTE OIL		

Parts: 9558.38
Labor: 6300.00
Miscellaneous: 257.50
TOTAL: 16115.88

Authorization: _____

TERMS: Net thirty days from invoice date. A charge of 1.5% per month (18% per annum) will be added to all past due accounts. Any accounts past due will be subject to a cash basis only.

The following warranty limitations and disclaimer provisions are not applicable if buyer is an individual. A buyer who is an individual may have additional rights under the law. RoadBuilders and its subsidiaries charges a 2.94% surcharge on all credit card transactions

The only warranty make by seller is that for a period of thirty days (commencing on the date the repaired goods or machinery is delivered to the buyer whether or not it is used during such period). The seller will repair or replace, at no cost to the buyer, any defective parts and workmanship in addition. Seller hereby extends to the buyer any manufacturer's warranty which extends longer than such thirty days. Any labor for work performed after such thirty day period replacing parts under a manufacturer's warranty not paid for by manufacturer will be charged to the buyer at seller's customary rates.

There are no implied warranties or merchantability. Fitness for a particular purpose or use otherwise make in connection with the services and parts sold hereunder, and seller in no event shall be liable for any consequential, incidental or other special damages such as downtime, loss of profits or property damage.

Civic Center Loan \$995,035; Begin 8-1-2018 \$64,087					
#50353					
Date Loan Pymt Due:	Date Pymt Made:	Princ.	Interest	Balance	Comments
August 1, 2018	March 23, 2018	\$ 38,215.64	\$ 25,870.90	\$ 956,819.36	
August 1, 2019	March 27, 2019	\$ 18,000.00	\$ -	\$ 938,819.36	
August 1, 2019	July 26, 2019	\$ -	\$ 46,086.54	\$ 938,819.36	
August 1, 2020	July 10, 2020	\$ 21,812.37	\$ 42,274.63	\$ 917,006.99	
August 1, 2021	June 8, 2021	\$ 30,157.73	\$ 33,929.27	\$ 886,849.26	
August 1, 2022	January 20, 2022	\$ 41,815.85	\$ 22,269.77	\$ 845,033.41	
August 1, 2022	January 20, 2022	\$ 1.38	\$ -	\$ 845,032.03	Jan Lewis Donation
September 9, 2022	September 9, 2022	\$ 500.00	\$ -	\$ 844,532.03	Kathy Rickertsen Memorial
December 30, 2022	December 30, 2022	\$ 300.00	\$ -	\$ 844,232.03	
August 1, 2023	May 8, 2023	\$ 19,019.96	\$ 50,633.08	\$ 825,212.07	\$70,000 Payment (\$69,653.04 on Loan)
August 1, 2023	May 8, 2023	\$ 346.96	\$ -	\$ 824,865.11	All Princ.

LIBRARY BOARD WORK SESSION MINUTES

APRIL 13, 2023

DRAFT

- I. Call to Order at 5:10 p.m.
Attendance: Tara Sjuts X Jill Paulsen X Steven Neal X Janet Elstermeier X
Deb Wells X Phil Thede X Also present, Laura Berthelsen, City of St. Paul

President Steven Neal noted that the current copy of the Nebraska Open Meetings Act is available for review and noted the location of said copy in the room. Proper notice of the meeting had been printed in the Phonograph Herald newspaper and posted 3 places in the community.
- II. The purpose of this work session meeting was listed on the Agenda, prepared by the President of the Library Board, Steven Neal: to review and discuss the Interlocal Agreement, Bylaws, Annual Calendar, Budget, Library Board Certification, Duties of the Library Director and to talk about ways to improve the communication between the Library Board, School Board and City of St. Paul office.
- III. The original Interlocal agreement, from 1996, was reviewed, line by line. It was determined that it had been retyped at some time, date unknown, and there were some differences noted. After much discussion, it was decided that Laura Berthelsen will retype the agreement, redlining new changes and crossing out what we feel should not be there. Then the agreement will be sent to the Library Board, then to the School Board and to the City Council.
- IV. The Bylaws for the Library were discussed. There were no suggestions for changes.
- V. We talked about the annual Calendar for the Library. Laura reported on the things that are needed at the City Office, in a timely manner, such as working on the Budget. Some revisions were made to the rough draft that we had for a calendar.
- VI. We talked at length about the process of making the Budget in regards to the Library. The Library Board will need to be working on the budget by April, so that by June we will have things figured out and sent to the City, for an August workshop about budget. The City's Fiscal year ends September 31st. Laura gave some suggestions to the Board about determining our part of the Budget process.
- VII. Library Board Certification is very important and ours has lapsed. We need 25 CE credits to earn our Certification. Kelli will send out a list of educational videos that we can watch, to earn our CEs. We can do this at our meetings, and we can all do

them at home. We talked about the importance of someone on our Library Board belonging to the Nebraska Library Association. We need to be well prepared for any problems that are occurring in Libraries across the state.

- VIII. The Library Board is responsible for hiring the Library Director. The School hired Trisha Hedman as the Media Specialist. Since the new Library was opened, one person has done the duties of both the Media Specialist and the Library Director. Kelli Helton was appointed as the temporary Library Director and she will be working closely with the newly hired Media Specialist. It is felt that this system will be the best for the time being, and we will work closely with both of these ladies.
- IX. Communication between the Library Board and the City office is imperative and we want to improve this communication. It was suggested that Laura could attend our meetings during the year. The minutes, in draft form, will be sent to the City Office after each meeting, so they know what is going on. It is important that the bills from the Library are sent to the City, in a timely manner. Kelli and Laura have been working together well, to get all bills paid.
- X. We talked about having our next meeting on June 21st. This meeting was adjourned at 8:15 p.m.

Janet Elstermeier, Secretary

Steven Neal, President

Approved _____

City of St. Paul Certificates of Deposits

04/30/2023

BANK	CD #	MATURITY DATE	AMOUNT	TERM	CURRENT RATE	INTEREST
General (Citizens)	109366	11/15/23	\$63,413.84	60 Months	3.20%	Mthly Compound
General (Citizens)	109367	11/15/23	\$63,402.41	60 Months	3.20%	Mthly Compound
		Total	\$126,816.25			
HANGE TO MARCH 2023 INTEREST						