

1st City Board Regular Meeting
Monday, February 3, 2020 7:00 PM

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

Agenda

1. Mayor Bergman calls meeting to order, for the Community Development Agency (CDA) and the Regular meeting, with the "Pledge of Allegiance" and the "Open Meeting Statement".
2. Mayor Bergman opens the Community Development Agency (CDA) meeting to discuss the Prairie Falls Redevelopment Project Phase Five (5) regarding Lots Seventeen (17) and Eighteen (18), Prairie Falls Subdivision.
3. Discuss - Approve / Deny the Redevelopment Contract for the Prairie Falls Redevelopment Project Phase Five (5), along with "Exhibit C" Memorandum of Redevelopment Contract. Chris Meyer is the project contractor.
4. Mayor Bergman adjourns the Community Development Agency (CDA) meeting.
5. Mayor Bergman opens the regular City Council meeting of the City of St. Paul, NE.
6. Submittal of Request for Future Agenda Items
7. Reserve time to Speak on an Agenda Item
8. Mayor Bergman opens public hearing regarding the consideration of adopting a long range One (1) and Six (6) Year Street Improvement program.
9. Discuss - Approve / Deny the Grover Cleveland Alexander (GCA) Day Committee conducting a public fireworks display on Friday, July 10, 2020 for GCA Days, along with approving the location, setbacks, utilizing City barricades, having a Fire Dept. grass rig on site, trash pickup and the City possessing a Certificate of Insurance prior to the event.
 - a. Discuss - Approve / Deny the GCA Day Committee requesting the utilization of City Keno funds to support the fireworks show.
10. Mayor Bergman opens the public comment period to consider the adoption of the City's One (1) and Six (6) Year Street Improvement plan.
 - a. Mayor Bergman closes the public hearing
 - b. Discuss - Approve / Deny the 2020 One (1) and Six (6) Year Street Improvement plan.
11. Discuss - Approve / Deny Resolution 2020-1; whereas the City of St. Paul has conducted a public hearing in accordance with the requirements of the Board of Public Roads Classification Standard.
12. Discuss - Approve / Deny the Redevelopment Contract for the Prairie Falls Redevelopment Project Phase Five (5), along with "Exhibit C" Memorandum of Redevelopment Contract on property more described as Lots Seventeen (17) and Eighteen (18), Prairie Falls Subdivision. Chris Meyer is the project contractor. The "Exhibit C" will be recorded at the Howard County Court House once this is approved by City Council; this places the Howard County Assessor on notice of this being a Tax Increment Financing (TIF) project and that taxes will need to be divided on Lots Seventeen (17) and Eighteen (18), Prairie Falls Subdivision.

13. Discuss - Approve / Deny the minutes of January 6, 2020 (special), January 6, 2020 (regular), January 21, 2020 (regular) and January 22, 2020 (special); and the February 3, 2020 disbursements.
14. Discuss - Approve / Deny the amended City of St. Paul and St. Paul Civic Center "Agreement of Alcohol Caterer" form regarding the liquor liability insurance limits when a business owner or a nonprofit submits a Special Designated Liquor (SDL) application to the City. The League Association of Risk Management recommends that the liquor liability amount be not less than \$1,000,000 per occurrence / \$2,000,000 per aggregate.
15. Discuss - Approve / Deny FOLK'S, LLC project "Terms & Condition" fees, along with the Brand Strategy & Design \$12,000; the Website Design & Development \$8,000; and the estimated additional client expenses involving the font software for client download & use \$200. Travel time and mileage are covered in the overall budget. A decision needs to be made concerning the website hosting Option A or B in the near future.
16. Discuss - Approve / Deny refinancing the City of St. Paul's Series 2015 General Obligation Water Refunding Bond of \$520,000 dated April 7, 2015; the current principal balance amount is \$365,000. If the City would refund the bond to lower the interest rate, the approximate cost savings to the City would be \$15,657. If approved, paperwork will begin in March 2020 to refinance bond.
17. The City of St. Paul Treasurer will be retiring approximately July 1, 2020; therefore the position needs to be discussed; see City Treasurer's duties attached.
Discuss - Approve / Deny who will acquire the position of City Treasurer and who will acquire the position of Deputy Treasurer.
18. **REMINDER: NOTICE OF SPECIAL MEETING ON WEDNESDAY, FEBRUARY 12, 2020 AT 6:30 P.M. TO BE HELD AT THE ST. PAUL CIVIC CENTER - 423 HOWARD AVENUE, ST. PAUL, NE FOR THE PURPOSE OF FOLK, LLC. HAVING A PRESENTATION REGARDING THE BRANDING PLATFORM, STRATEGY AND THE WEBSITE SITEMAP; ALSO TO OBTAIN PUBLIC INPUT ON THE DOWNTOWN REVITALIZATION IMPROVEMENTS, WELCOME SIGN AND A LOCAL OPTION SALES TAX (POSSIBLE ACTION).**
19. Discuss - Approve / Deny changing the regular City Council meeting time on Tuesday, February 18, 2020 from 7:00 p.m. **to 6:30 p.m.** This is due to FOLK LLC having a presentation on the Brand Platform, Strategy and Website Sitemap for the City of St. Paul.
*****City Clerk Beck will notify the Phonograph Herald and FOLK, LLC regarding the time change*****
20. Discuss - Approve / Deny setting a date regarding an IBEW 1597 Union negotiation study session (Mayor Bergman):
 - Thursday, February 13, 2020
 - Thursday, February 20, 2020
 - Tuesday, February 25, 2020
 - Wednesday, February 26, 2020
 - Thursday, February 27, 2020

21. Utility Superintendent Helzer updates:
 - a. water main break east Howard Avenue
22. Chief of Police Paczosa updates
23. City Council member updates
24. Mayor Bergman updates:
 - a. Fritz Lee zoning permit 2020-1 - information regarding the State Fire Marshal approved permit (see email attachment from the NE State Fire Marshal Agency).

25. Public Comment Period - restricted to items on the agenda
26. Public Announcements
27. Closed Session: To Protect the Public Interest; Pending Litigation; Strategy Session with respect to real estate purchase; for the Prevention of Needless Injury to the Reputation of an Individual/Organization.

Closed Session: To protect the public interest.
28. Mayor Bergman adjourns City Council meeting
29. Informational Items:

Contract Approved by the Community Development Agency (CDA) and
by the City Council.

REDEVELOPMENT CONTRACT
(Prairie Falls Redevelopment Project Phase #5)

This Redevelopment Contract is made and entered into as of the 3 day of
February, 2020, by and between the Community Development Agency of the
City of St. Paul, Nebraska ("CDA") and Chris Meyer,
("Redeveloper").

RECITALS

- A. The CDA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract.
- B. The City of St. Paul, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII 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. The Redevelopment Plan includes the redevelopment project identified as the Prairie Falls Redevelopment Project (the "Subdivision Project"), which has been established as a multi-phase redevelopment project to remove blight and substandard conditions from the Redevelopment Area and to provide additional housing and other opportunities in the City.
- D. The Project Site is located in the Redevelopment Area and consists of one of the lots identified as part of the Subdivision Project.
- E. The Current Owner of the Project Site has agreed to sell the Project Site at a discounted rate to promote the redevelopment of the Project Site and to make additional public improvements as part of the Project and the Subdivision Project, provided that the CDA agrees to utilize tax increment financing for certain eligible public expenditures of the Project including, with limitation, site acquisition costs to cover a portion of the purchase price of the Project Site.
- F. CDA and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of a portion of the Redevelopment Area consisting of the Project Site and the implementation of one phase of the Subdivision Project.
- G. This Project will facilitate the construction of the Private Improvements and will utilize tax increment financing to assist in the financing of the eligible Public Improvements for the Project.

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 Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, 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 Section 12 of Article VIII of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended; and acts amendatory thereof and supplemental thereto.

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

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

D. "Completion" means substantial completion (i.e., in usable and operational condition) of the Project as described on the attached Exhibit A.

E. "Current Owner of the Project Site" means S Squared Enterprises, LLC, a Nebraska limited liability company.

F. "Effective Date" means January 1, 2021.

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

H. "Project" or "Redevelopment Project" means the improvements to the Project Site, as further described in Exhibit A attached hereto and incorporated herein by this reference.

I. "Project Site" means all that certain real property situated in the City of St. Paul, Howard County, Nebraska, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

J. "Private Improvements" means the construction of the structure(s) and associated improvements located on the Project Site and described on Exhibit A.

K. "Public Improvements" means the public improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act that are more particularly described on Exhibit A.

L. "Redeveloper" means the party identified as the "Redeveloper" in the first paragraph of this Redevelopment Contract.

M. "Redevelopment Area" means Redevelopment Area #1 identified in the Redevelopment Plan.

N. "Redevelopment Contract" means this redevelopment contract between the CDA and Redeveloper with respect to the Project.

O. "Redevelopment Plan" means the Redevelopment Plan for the Redevelopment Area including, without limitation, the Redevelopment Plan Amendment for the Subdivision Project, a copy of which is available in the offices of the City Clerk and is incorporated herein by this reference, prepared by the CDA and approved by the City pursuant to the Act, as amended from time to time.

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

Q. "TIF Revenues" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

Section 1.02 Construction and Interpretation.

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

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

(b) Wherever in this Redevelopment Contract 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 Contract 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 Contract 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.

(i) This Redevelopment Contract implements one phase of the Subdivision Project. It is understood that the Redeveloper shall not be bound to the terms and conditions of any redevelopment contract for any other phase of the Redevelopment Contract.

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 Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2116 and 18-2117 of the Act.

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

Section 2.02 Representations of the Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper has the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) The execution and delivery of the Redevelopment Contract 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 the 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 Contract 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 AUTHORITY

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 2021 and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Private Improvements pursuant to the Nebraska Community Development Law. The CDA shall utilize the Tax Increment to assist in the payment for the cost of the Public Improvements made by the CDA and the City in the Redevelopment Area. The CDA shall capture the Tax Increment for a total period of 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 effective date of this provision shall be the Effective Date. The parties agree that the Effective Date will be amended if a partial valuation is placed on the Project Site on the year prior to the Effective Date and the CDA determines, in its sole discretion, that an earlier effective date is more economically beneficial based on the partial valuation.

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 Howard County Board of Equalization) for the Project Site as of the Effective Date before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

Section 3.03 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Agreement, the CDA shall have the right to incur or issue TIF Indebtedness in an amount not to exceed the "TIF Indebtedness Amount", as defined and calculated on the attached and incorporated Exhibit B. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The TIF Promissory Note shall be issued to the Current Owner of the Project Site in consideration for a discount of the purchase price for the Project Site in an amount equal to or greater than the TIF Indebtedness Amount.

Section 3.04 Use of TIF Indebtedness.

The CDA shall collect the Tax Increment and use said Tax Increment in the following order of priority to: (i) pay its reasonable and necessary cost of issuance, including counsel fees, (ii) pay all required debt service on the TIF Promissory Note, and (iii) the excess sum shall be used to assist in the payment of other public improvements to be made by the CDA and/or the City in the Redevelopment Area.

Section 3.05 Creation of Fund.

CDA has created or will create a special fund for the Subdivision Project to collect and hold the receipts of the Tax Increment generated by all the phases of the Subdivision Project. Such special fund shall be used to either: pay TIF Indebtedness issued pursuant to Section 3.03 above or assist in the payment of other eligible public improvements in the Redevelopment Area.

Section 3.06 Cost Certification.

In addition to the acknowledgment and Certification of Current Owner in this Redevelopment Agreement, the Redeveloper shall submit to CDA and/or the CDA shall retain for its records a certification of Eligible Project Costs, after expenditure of such Eligible Project Costs on a form satisfactory to the CDA for that purpose. 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 the CDA's sole discretion.

ARTICLE IV OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction and Operation of Project; Insurance.

(a) Redeveloper will complete the Private Improvements described in Exhibit A. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project 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 Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the CDA a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project.

(b) Any contractor chosen by the Redeveloper or the 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 and a penal bond as required by the Act. The CDA and the Current Owner shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The CDA and the Current Owner shall be named as additional insureds. The contractor or the Redeveloper, as the case may be, shall furnish the CDA with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the CDA prior written notice in the event of cancellation of or material change in any of the policies.

Section 4.02 Redeveloper to Maintain Project.

Redeveloper will maintain the Project for not less than 15 years from the Effective Date of the provision specified in Section 3.01 of this Redevelopment Contract. Redeveloper shall maintain the Project in a safe and sanitary manner and shall take all action necessary to maintain, in good order, condition and state of repair, all interior and exterior portions of all buildings located on the Project Site. Such obligations shall include, but are not limited to, the routine maintenance of all buildings and yards, and compliance with all building codes and environmental laws.

Section 4.03 CDA Costs; Other Agreements.

Redeveloper will enter into and perform its obligations under such other agreements as are reasonably necessary in connection herewith. The CDA shall incur no other costs in association with the Property and shall not be responsible for the completion of any Public Improvements.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness 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, religion, sex, color, 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 4.05 No Assignment or Conveyance to Exempt Entity.

Redeveloper shall not convey, assign or transfer the Project Site, the Project or any interest therein to any party that is exempt from paying real estate taxes prior to the termination of the 15 year period commencing on the Effective Date.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements. Redeveloper shall be responsible for arranging all necessary financing for the Public Improvements, including, without limitation, the TIF Indebtedness.

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 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 Contract 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 Contract 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 Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. Provided, however, no default shall give rise to a right of rescission or termination of this Redevelopment Contract.

Section 6.02 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the CDA nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Project Site for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the CDA or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay.

Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 6.03 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the CDA, City, nor their officers, directors, employees, agents nor their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither City nor CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the CDA and the City from, agrees that the CDA and the City shall not be liable for, and agrees to indemnify and hold the CDA and the City harmless from any liability 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 Project.

(b) The Redeveloper will indemnify and hold each of the CDA and the City and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and

expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether or not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Notice Recording.

A memorandum of this Redevelopment Contract shall be recorded with the Howard County Register of Deeds as soon as the Project Site is acquired by the Redeveloper. A form of the Memorandum is attached as Exhibit C and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract will run with the Project Site. The Redevelopment Contract 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]

IN WITNESS WHEREOF, CDA and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

"CDA"

ATTEST:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF ST. PAUL,
NEBRASKA

Secretary / City Clerk Connie Jo Beck

Chairperson / Mayor Joel M. Bergman

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this 3rd day of February, 2020, by Connie Jo Beck and Joel M. Bergman, Chairperson and Secretary, respectively, of the Community Development Agency of the City of St. Paul, Nebraska, on behalf of the CDA.



Lori B. Royle
Notary Public

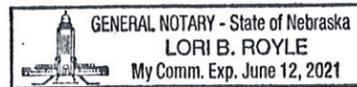
"REDEVELOPER" Chris Meyer

Chris Meyer
1-29-2020 Date

Chris Meyer, St. Paul, NE

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me on January 29, 2020 by Chris Meyer on their own behalf.



Lori B. Royle
Notary Public

Acknowledgment and Certification of Current Owner

S Squared Enterprises, LLC, a Nebraska limited liability company, hereby acknowledges that has agreed to discount the purchase price of the Project Site being sold to the Redeveloper in the amount of the TIF Indebtedness in consideration for the TIF Note in the amount of the TIF Indebtedness, as set forth in this Redevelopment Agreement.

S Squared Enterprises, LLC, a
Nebraska limited liability company

By: Steve Shoemaker
Steve Shoemaker, Member

01/30/2020
Date

EXHIBIT A

DESCRIPTION OF PROJECT

The Project shall be undertaken by Redeveloper on the Project Site legally described as:

Lots Seventeen (17) and Eighteen (18), Prairie Falls
Subdivision, City of St. Paul, Howard County, Nebraska.

The Project shall consist of the following:

- (a) **Private Improvements.** The construction of a [residential dwelling unit] and other associated improvements within the Redevelopment Area.
- (b) **Public Improvements.** The Public Improvements shall include without limitation: site acquisition costs and other improvements in the Redevelopment Area which qualify as eligible expenditures for public improvements under the Act, and the repayment or reimbursement of costs incurred by the CDA, and/or City to construct or finance the construction of public improvements as part of the Subdivision Project; paid for, in part, by the Tax Increment created by the Private Improvements.

522 Paul Street
N

D. S. HIGHWAY NO. 92

HIGHWAY RIGHT OF WAY LINE

OUTLOT 'A'

OUTLOT 'A'

27 26 25 24 23 22 21 20 19

18 17 16 15 14 13 12 11 10 9

PAUL STREET

8 7 6 5 4 3 2 1

LOT 2

LOT 1

LOT 6

O STREET

SCALE 1"=100'

NORTH LINE OF THE NORTH SECTION 34-T-1-N-10W

Block 39 ORIGINAL TOWN

HARRIS BLOCK

HARRIS BLOCK

LOT 3

SUB

LOT 5

SUB

BY RECORDED DISTANCE AND/OR BEARING ON PLAT OF HARRIS SUB.
IF PROVED DISTANCE
A - ACTUAL DISTANCE AND/OR ANGLE

● - INDICATES 3/4" IRON PIPE FOUND
○ - INDICATES 1/2" IRON PIPE WITH PLASTIC CAP
PLACES CAPS STAMPED "S 557"

NOTE: RECORDED BEARING OF N81°17'55"E SHOWN ON THE NORTH LINE OF HARRIS SUB. (SOUTHERLY HWY. RIGHT OF WAY LINE) WAS USED AS THE BASE BEARING FOR THIS SURVEY.

LEGAL DESCRIPTION

EXHIBIT B

CALCULATION OF TIF INDEBTEDNESS

a. **TIF Indebtedness Amount.** Site Acquisition costs for the Project Site in the amount of \$ 30,000, together with interest at 5.0% per annum, shall be issued as TIF Indebtedness in the form of a TIF Promissory Note. Said TIF Indebtedness can be serviced by creating an incremental value on the Project Site of \$ 140,000 as follows:

Incremental Value:	\$140,000
Assumed Tax Levy:	2.109722
Anticipated Tax Increment:	\$ <u>2,954.00</u>
Total Tax Increment (15 years):	\$ <u>44,310.00</u>
Interest Rate:	5.0%
TIF Indebtedness Amount:	\$ <u>43,000.00</u>

b. **Payments.** Payments shall be made semi-annually with interest only payments until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period are due and payable. In no case whatsoever shall the annual debt service payment on the TIF Indebtedness exceed the amount of Tax Increment received by the CDA (less fees described herein) in said year of the payment.

The parties acknowledge that there will not be sufficient Tax Increment generated by the Project to cover all or a portion of the TIF Indebtedness, such remaining amount shall be forgiven by the holder of the TIF Note.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year. Any excess Tax Increment received after repayment in full of the TIF Promissory Note may be used by the CDA for additional public improvements, as set forth herein.

EXHIBIT C
MEMORANDUM OF REDEVELOPMENT CONTRACT

This Memorandum of Redevelopment Contract ("Memorandum") is made this 3rd day of February, 2020 by and between the Community Development Agency of the City of St. Paul, Nebraska ("CDA") and Chris Meyer,
_____, ("Redeveloper").

1. **Redevelopment Agreement.** CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, 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:

Lots Seventeen (17) and Eighteen (18), Prairie Falls
Subdivision, City of 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 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 AND NOTARY PAGE TO FOLLOW]

"CDA"

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF ST. PAUL, NEBRASKA

ATTEST:

By: _____
Secretary / City Clerk
Connie Jo Beck
STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

By: _____
Chairperson / Mayor Joel M. Bergman

The foregoing instrument was acknowledged before me this 3rd day of February,
2020, by Connie Jo Beck and Joel M. Bergman, Chairperson and Secretary, respectively, of
the Community Development Agency of the City of St. Paul, Nebraska, a public body
corporate and politic, on behalf of the Authority.

Notary Public

"REDEVELOPER" Chris Meyer

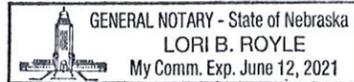


Date
1-29-2020

Chris Meyer

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me on January 29, 2020
by Chris Meyer and _____ on their own behalf.



Lori B. Royle

Notary Public

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$ 30,000.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF ST. PAUL

COMMUNITY REDEVELOPMENT REVENUE NOTE
(PRAIRIE FALLS REDEVELOPMENT PROJECT PHASE 5)

Maturity Date	Original Issuance Date
December 15, 203 <u>5</u>	February 3 , 2020

Registered Holder	Principal Amount
S Squared Enterprises, LLC	\$ 30,000.00

Interest Rate:
5%

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the St. Paul City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 201 , December 15, 201 , and each June 15 and December 15 thereafter through December 15, 203 , when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next

preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of St. Paul, Nebraska Redevelopment Revenue Note (Prairie Falls Redevelopment Project), Series 2016A, aggregating Thirty Thousand dollars and 00/100 Dollars (\$30,000.00) (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Redevelopment Agreement between Issuer the Redeveloper on the above-referenced project, to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the above-referenced Project. All such revenue has been duly pledged for that purpose.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement for the Project against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of St. Paul, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as

required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder, together with a Purchase Letter from the transferee that is satisfactory to Issuer in Issuer's sole discretion, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges reasonably set by Issuer, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is redeemable at the option of the Issuer at any time, in whole or in part, upon notice mailed to the owner of each Note not less than 30 days prior to the date fixed for redemption at a redemption price equal to par plus accrued interest to the redemption date.

The Note is prepayable at any time in whole or in part, at a prepayment price of par plus accrued interest to the prepayment date, to the extent there are any funds in the Debt Service Fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF ST. PAUL,
NEBRASKA

ATTEST:

Connie Jo Beck, Secretary
(City Clerk/Deputy Treasurer)
2-3-2020

Joel M. Bergman, Chairman
(Mayor)
2-3-2020

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the Redevelopment Agreement and the CDA's authorizing resolution.

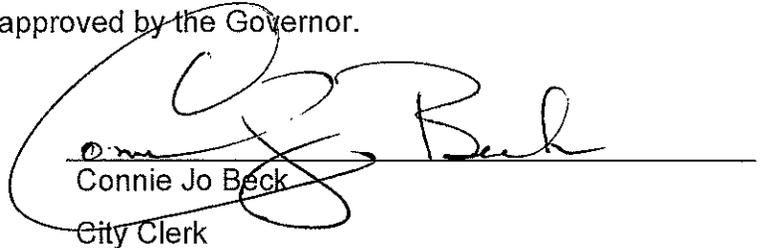
St. Paul City Treasurer,
as Paying Agent and Registrar

By: Judy K Johnson
Authorized Signature

Judy Johnson, City Treasurer

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Saint Paul, Nebraska proposes to hold a public hearing on 3 February 2020 at 7:00 p.m. local time at the City Hall to consider the adoption of a long-range plan for the one- and six-year street improvement program for the City of Saint Paul, Nebraska. Any interested persons are invited to attend this public hearing and to present pertinent information, data or views, or to request additional information or background regarding said street improvement plans. The purpose of the hearing is to afford full and complete public knowledge and discussion of said street improvement plans prior to adoption according to law and as provided in Legislative Bill No. 1302 passed by the 1969 Nebraska State Legislature and approved by the Governor.



Connie Jo Beck

City Clerk

704 6th Street
St. Paul, NE 68873
(308)754-4483

**NOTICE OF
PUBLIC HEARING**

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Connie Jo Beck
City Clerk

ZNEZ

Certificate of Publication

STATE OF NEBRASKA, } ss. \$ 10.57
HOWARD COUNTY }

MICHAEL HAPP

being duly sworn, deposes and says she is the
PUBLISHER

of *THE PHONOGRAPH-HERALD* a legal weekly newspaper under the Statutes of the State of Nebraska, published in Howard County, Nebraska, and of general circulation in said county, and that the annexed notice has been published in the regular and entire issue of every number of *The Phonograph-Herald* 1 consecutive weeks, the first publication thereof having been made on the 22nd day of

January 20 20

Michael Happ

Subscribed and sworn to before me this
22nd day of January A.D., 20 20

Joyce E. Turpitt
Notary Public

My Commission Expires 1-30-20

Printer's Bill:—To publication of above legal notice 34 lines 1 times \$ 10.57

GENERAL NOTARY - State of Nebraska
JOYCE E. TURPITT
My Comm. Exp. January 30, 2020

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: February 3, 2020

Requested Agenda Item: (a) Approve public firework display on Friday, July 10, 2020
(b) Authorize \$1,500 in City funds to purchase fireworks

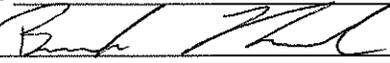
Please state your comment or concern (please be specific, providing documentation if available):

The GCA Days Committee conducted a public fireworks display last year during GCA
Days, with the City providing \$1,500 in funding to purchase fireworks. The GCA Days
Committee would like to conduct another firework display on Friday, July 10, 2020, and
would like the City to again provide \$1,500 to purchase fireworks.

What action do you want the City Council to take? Approve a public fireworks display for Friday,
July 10, 2020 and provide \$1,500 in funding to purchase fireworks.

Will this project/item require City funding? YES NO If so, how much? \$1,500.00

Name (please print): Brandon Nowak, Co-Chair of GCA Days Committee

Name (signature): 

Address: 1256 Highway 11, St. Paul, NE 68873

Phone Number: 308-750-1675

.....
For City Official Use Only

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

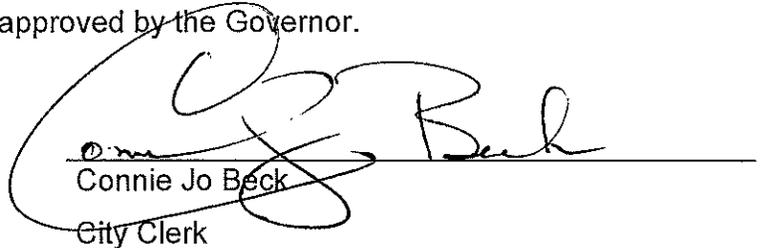
Referred to City Council Committee for Recommendation

City Council Action Taken: _____

City Funds Authorized: _____

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Connie Jo Beck

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Connie Jo Beck
City Clerk

ZNEZ

Certificate of Publication

STATE OF NEBRASKA, } ss. \$ 10.57
HOWARD COUNTY }

MICHAEL HAPP

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January 20 20

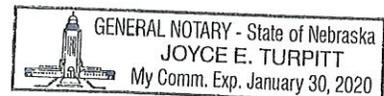
Michael Happ

Subscribed and sworn to before me this 22nd day of January A.D., 20 20

Joyce E. Turpitt
Notary Public

My Commission Expires 1-30-20

Printer's Bill:—To publication of above legal notice 34 lines 1 times \$ 10.57



One and Six Year Plan Summary

City/Village: St. Paul
Year: 2020

Plan Year	Project No.	Location	Description	Estimated Cost
One	M-530(101)	"M" St. - Sheridan St. to Sherman S	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 61,000.00
One	M-530(171)	Recreation Trail - Howard Ave. from 9th St. to Taylor St., Taylor St. from Howard Ave. to Paul St., Paul St. from Taylor St. to Bruce St., Bruce St. from Paul St. to "N" St. and south of Howard Ave. 800 ft., "O" St. from 5th St. to 4th St., 4th St. from "O" St. to Jay St. and from Jay St. across city park to Howard Ave.	Existing earth to 10' wide 6" concrete hike/bike trail	\$ 998,000.00
One	M-530(180)	Howard Ave. - Jackson St. to 9th St.	Existing brick/concrete street to 36' wide 8" concrete street with curb and gutter	\$ 570,000.00
One	M-530(182)	Kendall St. from 2nd to 1/2 block east.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 61,000.00
One	M-530(184)	Paul St. from 6th St. to 7th St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 47,000.00
One	M-530(185)	North half of alley between 2nd and Olive St. and Jay and Kendall St.	Existing gravel alley to 16' wide 6" concrete alley	\$ 50,000.00
One	M-530(93)	Ninth St. - Adams St. to Baxter St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 35,000.00
One	M-530(186)	1st St - Elm to Davis, Davis St - 1st to 230' east River Rd, Custer St - 224' east of Highway 281 to River Rd, River Rd - Davis to Adams, Adams St - Highway 281 to 230' east of River Rd	New development with 37' wide, 7" concrete pavement with curb and gutter and storm sewer	\$ 799,000.00
Six	M-530(57A)	Fourth St. from Davis St. south 132 ft. to existing pavement	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 33,000.00
Six	M-530(94)	Eight St. - Adams St. to Baxter St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 107,000.00
Six	M-530(95)	Grant St. - Adams St. to Baxter St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 103,000.00
Six	M-530(99)	"L" St. - 6th St. to 7th St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 68,000.00
Six	M-530(104)	Fourth St. - Custer St. to Baxter St.; Baxter St. Fourth St. to Fifth St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 193,000.00
Six	M-530(107)	Farnam St. - Fourth St. to Fifth St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 79,000.00
Six	M-530(109)	"L" St. - Fifth St. to Fourth St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 96,000.00
Six	M-530(124)	City wide crack sealing.	Concrete/Asphalt - various	\$ 27,000.00
Six	M-530(127)	Jackson St - Baxter St. to Adams St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 104,000.00
Six	M-530(134)	Paul St. - 5th St. east 170' - Cul-de-sac	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 84,000.00
Six	M-530(145)	Indian St. - Hwy 281 to east Corporate Limits	Existing gravel road to 36' wide 7" concrete street with curb and gutter	\$ 71,000.00
Six	M-530(149)	"M" St. - 3rd St. to 2nd St. (US Hwy. 281)	Existing gravel road to 36' wide 8" concrete street with curb and gutter	\$ 97,000.00
Six	M-530(151)	Thrd St. - Kendall St. to "L" St. and Indian St. to Jay St.	Existing gravel road to 36' wide 8" concrete street with curb and gutter	\$ 203,000.00
Six	M-530(152)	"N" St. - Hwy. 281 (2nd St.) to 3rd St.	Existing gravel road to 36' wide 7" concrete street with curb and gutter	\$ 71,000.00
Six	M-530(158)	Custer St. - 6th St. to Ninth St.	Existing brick/concrete street to 36' wide 8" concrete street with curb and gutter	\$ 247,000.00
Six	M-530(159)	6th St. - Custer St. to Grand St.	Existing brick/concrete street to 36' wide 6" concrete street with curb and gutter	\$ 366,000.00
Six	M-530(163)	Elm St. - 3rd St. to 4th St.	Existing concrete street to 36' wide 8" concrete street with curb and gutter and upgrade railway	\$ 82,000.00
Six	M-530(174)	Jackson St. - Adams St. south 527 ft. to Corporate Limits	Mill and 3" asphalt overlay of 24' wide existing road	\$ 62,000.00
Six	M-530(175)	Howard Ave. - 4th St. to 9th St.; 6th St. - Grand St. to Midblock between Howard and Indian St.; 7th St. - Grand St. to Midblock between Howard Ave. and Indian St.	Existing brick/concrete street to 68' wide 10" brick/concrete street with curb and gutter	\$ 7,062,000.00
Six	M-530(176)	Indian St. - 6th to 7th; 6th St. - Midblock between Howard to Indian St.; 7th St. - Midblock between Howard and Indian St.	Existing brick/concrete street to 48' wide 10" brick/concrete street with curb and gutter and sidewalk	\$ 1,656,000.00
Six	M-530(177)	Kelly Court - Adams St. to Custer St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 193,000.00
Six	M-530(178)	Custer St. - 8th St. to Sheridan St.	Existing concrete street to 36' wide 6" concrete street with curb and gutter (due to base failure)	\$ 319,000.00
Six	M-530(179)	"N" St. - Sherman St. to Grant St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 103,000.00
Six	M-530(183)	M St. from Sherman to Grant St.	Existing gravel road to 36' wide 6" concrete street with curb and gutter	\$ 78,000.00
Total				\$ 14,125,000.00

CITY OF SAINT PAUL, NE

ONE YEAR PLAN

2020 (REVISED 1-21-2020)



- M-530(93)
- M-530(101)
- M-530(171)
- M-530(180)
- M-530(182)
- M-530(184)
- M-530(185)
- M-530(186)

olsson

201 East 2nd Street
Grand Island, NE 68801 TEL. 531.384.8750 www.olsson.com

CITY OF SAINT PAUL, NE

SIX YEAR PLAN

2020 (REVISED 1-21-2020)



NOT TO SCALE

- | | | | | |
|------------|------------|------------|------------|------------|
| M-530(57A) | M-530(107) | M-530(152) | M-530(176) | M-530(184) |
| M-530(93) | M-530(109) | M-530(158) | M-530(177) | M-530(185) |
| M-530(94) | M-530(127) | M-530(159) | M-530(178) | M-530(186) |
| M-530(95) | M-530(134) | M-530(163) | M-530(179) | |
| M-530(99) | M-530(145) | M-530(171) | M-530(180) | |
| M-530(101) | M-530(149) | M-530(174) | M-530(182) | |
| M-530(104) | M-530(151) | M-530(175) | M-530(183) | |

olsson
 201 East 2nd Street
 Grand Island, NE 68801 TEL 308.334.8750 www.olsson.com

Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Thursday, January 30, 2020 8:53 AM
To: Connie Beck
Cc: Jeff Palik
Subject: St. Paul 1&6 Maps
Attachments: ST PAUL 1&6yr-2020.pdf; St. Paul_1 & 6 Year Project Cost Estimates.pdf

Connie,

Attached are the 1&6 year maps and cost summary for your use. If you need anything else, let me know.

Thanks,

Brian J. Friedrichsen, PE

Civil

D 308.398.2946

C 308.750.4326

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

olsson[®]

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[View Legal Disclaimer](#)

RESOLUTION 2020-1

WHEREAS The City of St. Paul, Nebraska has conducted a public hearing in accordance with the requirements of the Board of Public Roads Classifications and Standards, NOW THEREFORE, be it resolved by the Mayor and City Council that the One- and Six-Year Plan for Streets as amended at said public hearing has been accepted and approved.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk of the City of St. Paul, Nebraska does hereby certify that the above resolution was adopted at a legally convened meeting of the City held on February 3rd, 2020 and further, that such resolution has been fully recorded in the proceedings and records in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand this February 3rd, 2020.

Mayor
Joel M. Bergman

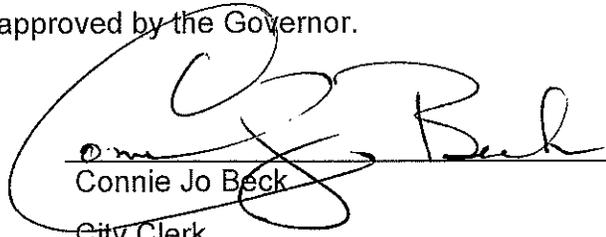
City Clerk
Connie Jo Beck

Notice of public hearing was posted in three public places in the City ten days prior to the public hearing date.

City Clerk
Connie Jo Beck

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Saint Paul, Nebraska proposes to hold a public hearing on 3 February 2020 at 7:00 p.m. local time at the City Hall to consider the adoption of a long-range plan for the one- and six-year street improvement program for the City of Saint Paul, Nebraska. Any interested persons are invited to attend this public hearing and to present pertinent information, data or views, or to request additional information or background regarding said street improvement plans. The purpose of the hearing is to afford full and complete public knowledge and discussion of said street improvement plans prior to adoption according to law and as provided in Legislative Bill No. 1302 passed by the 1969 Nebraska State Legislature and approved by the Governor.



Connie Jo Beck
City Clerk

704 6th Street
St. Paul, NE 68873
(308)754-4483

**NOTICE OF
PUBLIC HEARING**

Notice is hereby given that the City of Saint Paul, Nebraska proposes to hold a public hearing on 3 February 2020 at 7:00 p.m. local time at the City Hall to consider the adoption of a long range plan for the one- and six-year street improvement program for the City of St. Paul, Nebraska. Any interested persons are invited to attend the public hearing and to present pertinent information, data, or views, or to request additional information of background regarding said street improvement plans. The purpose of the hearing is to afford full and complete public knowledge and discussion of said street improvement plans prior to adoption according to law and as provided in Legislative Bill No. 1302 passed by the 1969 Nebraska State Legislature and approved by the Governor.

Connie Jo Beck
City Clerk

ZNEZ

Certificate of Publication

STATE OF NEBRASKA, } ss. \$ 10.57
HOWARD COUNTY }

MICHAEL HAPP

being duly sworn, deposes and says she is the
PUBLISHER

of *THE PHONOGRAPH-HERALD* a legal weekly newspaper under the Statutes of the State of Nebraska, published in Howard County, Nebraska, and of general circulation in said county, and that the annexed notice has been published in the regular and entire issue of every number of *The Phonograph-Herald* 1 consecutive weeks, the first publication thereof having been made on the 22nd day of

January 2020

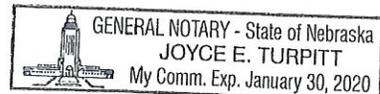
Michael Happ

Subscribed and sworn to before me this
22nd day of January A.D., 2020

Joyce E. Turpitt
Notary Public

My Commission Expires 1-30-20

Printer's Bill:—To publication of above legal notice 24 lines 1 times \$ 10.57



Contract Approved by the Community Development Agency (CDA) and
by the City Council.

REDEVELOPMENT CONTRACT
(Prairie Falls Redevelopment Project Phase #5)

This Redevelopment Contract is made and entered into as of the 3 day of
February, 2020, by and between the Community Development Agency of the
City of St. Paul, Nebraska ("CDA") and Chris Meyer,
("Redeveloper").

RECITALS

- A. The CDA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract.
- B. The City of St. Paul, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII 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. The Redevelopment Plan includes the redevelopment project identified as the Prairie Falls Redevelopment Project (the "Subdivision Project"), which has been established as a multi-phase redevelopment project to remove blight and substandard conditions from the Redevelopment Area and to provide additional housing and other opportunities in the City.
- D. The Project Site is located in the Redevelopment Area and consists of one of the lots identified as part of the Subdivision Project.
- E. The Current Owner of the Project Site has agreed to sell the Project Site at a discounted rate to promote the redevelopment of the Project Site and to make additional public improvements as part of the Project and the Subdivision Project, provided that the CDA agrees to utilize tax increment financing for certain eligible public expenditures of the Project including, with limitation, site acquisition costs to cover a portion of the purchase price of the Project Site.
- F. CDA and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of a portion of the Redevelopment Area consisting of the Project Site and the implementation of one phase of the Subdivision Project.
- G. This Project will facilitate the construction of the Private Improvements and will utilize tax increment financing to assist in the financing of the eligible Public Improvements for the Project.

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 Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, 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 Section 12 of Article VIII of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

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

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

D. "Completion" means substantial completion (i.e., in usable and operational condition) of the Project as described on the attached Exhibit A.

E. "Current Owner of the Project Site" means S Squared Enterprises, LLC, a Nebraska limited liability company.

F. "Effective Date" means January 1, 2021.

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

H. "Project" or "Redevelopment Project" means the improvements to the Project Site, as further described in Exhibit A attached hereto and incorporated herein by this reference.

I. "Project Site" means all that certain real property situated in the City of St. Paul, Howard County, Nebraska, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

J. "Private Improvements" means the construction of the structure(s) and associated improvements located on the Project Site and described on Exhibit A.

K. "Public Improvements" means the public improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act that are more particularly described on Exhibit A.

L. "Redeveloper" means the party identified as the "Redeveloper" in the first paragraph of this Redevelopment Contract.

M. "Redevelopment Area" means Redevelopment Area #1 identified in the Redevelopment Plan.

N. "Redevelopment Contract" means this redevelopment contract between the CDA and Redeveloper with respect to the Project.

O. "Redevelopment Plan" means the Redevelopment Plan for the Redevelopment Area including, without limitation, the Redevelopment Plan Amendment for the Subdivision Project, a copy of which is available in the offices of the City Clerk and is incorporated herein by this reference, prepared by the CDA and approved by the City pursuant to the Act, as amended from time to time.

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

Q. "TIF Revenues" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

Section 1.02 Construction and Interpretation.

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

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

(b) Wherever in this Redevelopment Contract 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 Contract 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 Contract 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.

(i) This Redevelopment Contract implements one phase of the Subdivision Project. It is understood that the Redeveloper shall not be bound to the terms and conditions of any redevelopment contract for any other phase of the Redevelopment Contract.

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 Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2116 and 18-2117 of the Act.

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

Section 2.02 Representations of the Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper has the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) The execution and delivery of the Redevelopment Contract 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 the 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 Contract 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 AUTHORITY

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 2021 and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Private Improvements pursuant to the Nebraska Community Development Law. The CDA shall utilize the Tax Increment to assist in the payment for the cost of the Public Improvements made by the CDA and the City in the Redevelopment Area. The CDA shall capture the Tax Increment for a total period of 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 effective date of this provision shall be the Effective Date. The parties agree that the Effective Date will be amended if a partial valuation is placed on the Project Site on the year prior to the Effective Date and the CDA determines, in its sole discretion, that an earlier effective date is more economically beneficial based on the partial valuation.

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 Howard County Board of Equalization) for the Project Site as of the Effective Date before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

Section 3.03 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Agreement, the CDA shall have the right to incur or issue TIF Indebtedness in an amount not to exceed the "TIF Indebtedness Amount", as defined and calculated on the attached and incorporated Exhibit B. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The TIF Promissory Note shall be issued to the Current Owner of the Project Site in consideration for a discount of the purchase price for the Project Site in an amount equal to or greater than the TIF Indebtedness Amount.

Section 3.04 Use of TIF Indebtedness.

The CDA shall collect the Tax Increment and use said Tax Increment in the following order of priority to: (i) pay its reasonable and necessary cost of issuance, including counsel fees, (ii) pay all required debt service on the TIF Promissory Note, and (iii) the excess sum shall be used to assist in the payment of other public improvements to be made by the CDA and/or the City in the Redevelopment Area.

Section 3.05 Creation of Fund.

CDA has created or will create a special fund for the Subdivision Project to collect and hold the receipts of the Tax Increment generated by all the phases of the Subdivision Project. Such special fund shall be used to either: pay TIF Indebtedness issued pursuant to Section 3.03 above or assist in the payment of other eligible public improvements in the Redevelopment Area.

Section 3.06 Cost Certification.

In addition to the acknowledgment and Certification of Current Owner in this Redevelopment Agreement, the Redeveloper shall submit to CDA and/or the CDA shall retain for its records a certification of Eligible Project Costs, after expenditure of such Eligible Project Costs on a form satisfactory to the CDA for that purpose. 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 the CDA's sole discretion.

ARTICLE IV OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction and Operation of Project; Insurance.

(a) Redeveloper will complete the Private Improvements described in Exhibit A. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project 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 Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the CDA a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project.

(b) Any contractor chosen by the Redeveloper or the 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 and a penal bond as required by the Act. The CDA and the Current Owner shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The CDA and the Current Owner shall be named as additional insureds. The contractor or the Redeveloper, as the case may be, shall furnish the CDA with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the CDA prior written notice in the event of cancellation of or material change in any of the policies.

Section 4.02 Redeveloper to Maintain Project.

Redeveloper will maintain the Project for not less than 15 years from the Effective Date of the provision specified in Section 3.01 of this Redevelopment Contract. Redeveloper shall maintain the Project in a safe and sanitary manner and shall take all action necessary to maintain, in good order, condition and state of repair, all interior and exterior portions of all buildings located on the Project Site. Such obligations shall include, but are not limited to, the routine maintenance of all buildings and yards, and compliance with all building codes and environmental laws.

Section 4.03 CDA Costs; Other Agreements.

Redeveloper will enter into and perform its obligations under such other agreements as are reasonably necessary in connection herewith. The CDA shall incur no other costs in association with the Property and shall not be responsible for the completion of any Public Improvements.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness 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, religion, sex, color, 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 4.05 No Assignment or Conveyance to Exempt Entity.

Redeveloper shall not convey, assign or transfer the Project Site, the Project or any interest therein to any party that is exempt from paying real estate taxes prior to the termination of the 15 year period commencing on the Effective Date.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements. Redeveloper shall be responsible for arranging all necessary financing for the Public Improvements, including, without limitation, the TIF Indebtedness.

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 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 Contract 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 Contract 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 Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. Provided, however, no default shall give rise to a right of rescission or termination of this Redevelopment Contract.

Section 6.02 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the CDA nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Project Site for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the CDA or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay.

Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 6.03 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the CDA, City, nor their officers, directors, employees, agents nor their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither City nor CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the CDA and the City from, agrees that the CDA and the City shall not be liable for, and agrees to indemnify and hold the CDA and the City harmless from any liability 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 Project.

(b) The Redeveloper will indemnify and hold each of the CDA and the City and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and

expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether or not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Notice Recording.

A memorandum of this Redevelopment Contract shall be recorded with the Howard County Register of Deeds as soon as the Project Site is acquired by the Redeveloper. A form of the Memorandum is attached as Exhibit C and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract will run with the Project Site. The Redevelopment Contract 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]

IN WITNESS WHEREOF, CDA and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

"CDA"

ATTEST:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF ST. PAUL,
NEBRASKA

Secretary / City Clerk Connie Jo Beck

Chairperson / Mayor Joel M. Bergman

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this 3rd day of February, 2020, by Connie Jo Beck and Joel M. Bergman, Chairperson and Secretary, respectively, of the Community Development Agency of the City of St. Paul, Nebraska, on behalf of the CDA.



Lori B. Royle
Notary Public

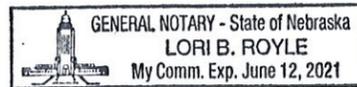
"REDEVELOPER" Chris Meyer

Chris Meyer
1-29-2020 Date

Chris Meyer, St. Paul, NE

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me on January 29, 2020 by Chris Meyer on their own behalf.



Lori B. Royle
Notary Public

Acknowledgment and Certification of Current Owner

S Squared Enterprises, LLC, a Nebraska limited liability company, hereby acknowledges that has agreed to discount the purchase price of the Project Site being sold to the Redeveloper in the amount of the TIF Indebtedness in consideration for the TIF Note in the amount of the TIF Indebtedness, as set forth in this Redevelopment Agreement.

S Squared Enterprises, LLC, a
Nebraska limited liability company

By: Steve Shoemaker
Steve Shoemaker, Member

01/30/2020
Date

EXHIBIT A

DESCRIPTION OF PROJECT

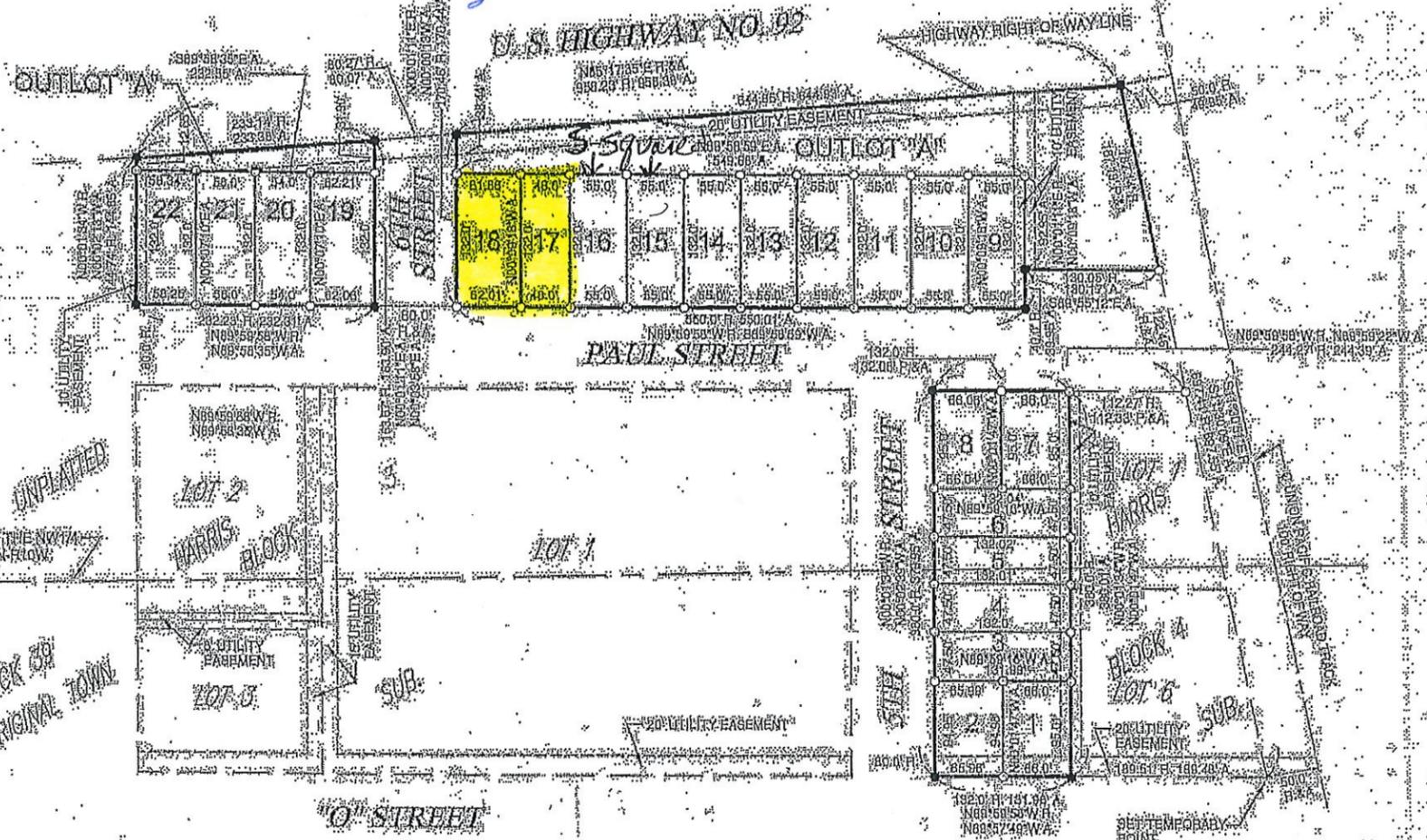
The Project shall be undertaken by Redeveloper on the Project Site legally described as:

Lots Seventeen (17) and Eighteen (18), Prairie Falls
Subdivision, City of St. Paul, Howard County, Nebraska.

The Project shall consist of the following:

- (a) **Private Improvements.** The construction of a [residential dwelling unit] and other associated improvements within the Redevelopment Area.
- (b) **Public Improvements.** The Public Improvements shall include without limitation: site acquisition costs and other improvements in the Redevelopment Area which qualify as eligible expenditures for public improvements under the Act, and the repayment or reimbursement of costs incurred by the CDA, and/or City to construct or finance the construction of public improvements as part of the Subdivision Project; paid for, in part, by the Tax Increment created by the Private Improvements.

522 Paul Street
N



UNPLATTED
NORTH LINE OF THE NORTH
SECTION 3-T-P-N-FLOW
BLOCK 39
ORIGINAL TOWN

BY RECORDED DISTANCE AND/OR BEARING ON PLAT OF HARRIS SUB.
IF PROVED DISTANCE
ACTUAL DISTANCE AND/OR ANGLE
NOTE: RECORDED BEARING OF NORTH LINE SHOWN ON THE
NORTH LINE OF HARRIS SUB. (SOUTHERLY HWY. RIGHT OF
WAY LINE) WAS USED AS THE BASE BEARING FOR THIS SURVEY.

INDICATES 8" IRON PIPE FOUND
INDICATES 1/2" IRON PIPE WITH PLASTIC CAP
PLACED CAP IS STAMPED "S 557"

LEGAL DESCRIPTION

EXHIBIT B

CALCULATION OF TIF INDEBTEDNESS

a. **TIF Indebtedness Amount.** Site Acquisition costs for the Project Site in the amount of \$ 30,000, together with interest at 5.0% per annum, shall be issued as TIF Indebtedness in the form of a TIF Promissory Note. Said TIF Indebtedness can be serviced by creating an incremental value on the Project Site of \$ 140,000 as follows:

Incremental Value:	\$140,000
Assumed Tax Levy:	2.109722
Anticipated Tax Increment:	\$ <u>2,954.00</u>
Total Tax Increment (15 years):	\$ <u>44,310.00</u>
Interest Rate:	5.0%
TIF Indebtedness Amount:	\$ <u>43,000.00</u>

b. **Payments.** Payments shall be made semi-annually with interest only payments until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period are due and payable. In no case whatsoever shall the annual debt service payment on the TIF Indebtedness exceed the amount of Tax Increment received by the CDA (less fees described herein) in said year of the payment.

The parties acknowledge that there will not be sufficient Tax Increment generated by the Project to cover all or a portion of the TIF Indebtedness, such remaining amount shall be forgiven by the holder of the TIF Note.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year. Any excess Tax Increment received after repayment in full of the TIF Promissory Note may be used by the CDA for additional public improvements, as set forth herein.

EXHIBIT C
MEMORANDUM OF REDEVELOPMENT CONTRACT

This Memorandum of Redevelopment Contract ("Memorandum") is made this 3rd day of February, 2020 by and between the Community Development Agency of the City of St. Paul, Nebraska ("CDA") and Chris Meyer,
_____, ("Redeveloper").

1. **Redevelopment Agreement.** CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, 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:

Lots Seventeen (17) and Eighteen (18), Prairie Falls
Subdivision, City of 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 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 AND NOTARY PAGE TO FOLLOW]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$ 30,000.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF ST. PAUL

COMMUNITY REDEVELOPMENT REVENUE NOTE
(PRAIRIE FALLS REDEVELOPMENT PROJECT PHASE 5)

Maturity Date	Original Issuance Date
December 15, 203 <u>5</u>	February 3 , 2020

Registered Holder	Principal Amount
S Squared Enterprises, LLC	\$ 30,000.00

Interest Rate:
5%

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the St. Paul City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 201 , December 15, 201 , and each June 15 and December 15 thereafter through December 15, 203 , when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next

preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of St. Paul, Nebraska Redevelopment Revenue Note (Prairie Falls Redevelopment Project), Series 2016A, aggregating Thirty Thousand dollars and 00/100 Dollars (\$30,000.00) (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Redevelopment Agreement between Issuer the Redeveloper on the above-referenced project, to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the above-referenced Project. All such revenue has been duly pledged for that purpose.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement for the Project against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of St. Paul, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as

required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder, together with a Purchase Letter from the transferee that is satisfactory to Issuer in Issuer's sole discretion, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges reasonably set by Issuer, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is redeemable at the option of the Issuer at any time, in whole or in part, upon notice mailed to the owner of each Note not less than 30 days prior to the date fixed for redemption at a redemption price equal to par plus accrued interest to the redemption date.

The Note is prepayable at any time in whole or in part, at a prepayment price of par plus accrued interest to the prepayment date, to the extent there are any funds in the Debt Service Fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF ST. PAUL,
NEBRASKA

ATTEST:

Connie Jo Beck, Secretary
(City Clerk/Deputy Treasurer)
2-3-2020

Joel M. Bergman, Chairman
(Mayor)
2-3-2020

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the Redevelopment Agreement and the CDA's authorizing resolution.

St. Paul City Treasurer,
as Paying Agent and Registrar

By: Judy K Johnson
Authorized Signature

Judy Johnson, City Treasurer

City of St Paul
Special Council Meeting Minutes
IBEW 1597 Union Negotiations

Monday, January 6, 2020 at 6:00 p.m.

A special meeting of the Mayor and Councilmembers of the City of St. Paul, Nebraska was held at the City Hall in said City on Monday, January 6, 2020 at 6:00 p.m. Present were Mayor Bergman and Councilmembers: Brenda Klanecky, Ralph Kezeor, Katie Kowalski & Jerry Thompson. Notice of the meeting was posted in four (4) different places around the City. 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., with announcing that the City of St. Paul abides by the Open Meetings Act, which is posted on the west wall as required by the 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.

The workshop was for the negotiations of the IBEW 1597 Union Contract.

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

Mayor Bergman closed the special meeting at 6:53 p.m.

DATE: _____

Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

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

Monday, January 6, 2020

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 6, 2020 at 7:00 p.m. Present were Mayor Joel M. Bergman and Councilmembers: Brenda Klanecky, Ralph Kezeor, Katie Kowalski & Jerry Thompson. Absent: None. Notice of the meeting was given in advance thereof by publication in the Phonograph Herald, a legal newspaper published in said City and County. Notice of the meeting was also posted in four (4) places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Bergman opened the meeting at 7:00 p.m., 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. Mayor Bergman also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by State Law; this was followed by the "Pledge of Allegiance."

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.

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.

Gary Hinrichs, Certified Public Accountant with Dana F. Cole & Company provided an audit presentation for the year ending September 2019; this is regarding the City of St. Paul's Financial Statement. Mr. Hinrichs stated that this was an unqualified audit, which represents a clean audit report; expenditures were within the approved budget limits. Council member Kezeor moved to approve the 2018-2019 Financial Statement from the City of St. Paul Auditors, Dana F. Cole & Company, Ord, NE. Council member Klanecky seconded the motion. Council members Klanecky, Kezeor, Kowalski & Thompson voted aye, nays none. Motion carried 4/0.

Two presentations were given one (1) by Ron Sack (FOLK), Omaha, NE and (2) IdeaBank Marketing, Hastings, NE regarding the Community Branding and Website Development. Each company has done wonderful things for different communities, vary in cost and have their own specialty, which merit consideration. Council member Kowalski moved to approve Ron Sack (FOLK) for the Community Branding and Website Development. Council member Klanecky seconded the motion. Council members Klanecky, Kezeor, Kowalski voted aye, Thompson voted nay. Motion carried 3/1. The Keno Fund will absorb the expense.

Council member Kowalski moved to approve the minutes of December 2, 2019 (special), December 2, 2019 (regular), December 16, 2019 (special), December 16, 2019 (regular); and the January 6, 2019 disbursements. Council member Kezeor seconded the motion. Council members Klanecky, Kezeor, Kowalski & Thompson voted aye, nays none. Motion carried 4/0.

Council member Thompson moved to approve hiring Jan Derner as the new City custodian to clean the City Office area, along with cleaning the St. Paul Police Department at a rate of \$15.00 per hour. Mrs. Derner will be cleaning the facility two (2) days a week for three (3) to four (4) hours instead of daily. Council member Kezeor seconded the motion. Council members Klanecky, Kezeor, Kowalski, & Thompson voted aye, nays none. Motion carried 4/0.

The City of St. Paul Mayor and City Council members are offering an opportunity for all residents, property owners, and business owners to participate in the development of St. Paul's Downtown Revitalization (DTR) improvement plan, Community Branding, Welcome Sign and a Local Option Sales Tax special meeting to be held on

Wednesday, January 22, 2020 at 6:30 p.m. in the City Council Chambers.

Utility Superintendent Helzer reported on the snow plows getting old and needing repairs. The City had a water main break between Paul and Jackson Streets that was repaired. Council member Klanecky stated that the City did a great job of cleaning the streets.

Chief of Police Paczosa submitted an "Incident & Nuisance" report, along with reporting on police business.

Council member Thompson wanted to thank all the departments for moving the snow. Council member Thompson also thanked the County for allowing us to utilize their dump truck, due to the City's truck being broke down.

Mayor Bergman updates included: (1) Mid-Nebraska Disposal rate change effective January 1, 2020; this is due to the Loup Central Landfill increasing their disposal fees effective January 1, 2020; (2) Mayor & City Council members can view the City Lottery Compliance Procedures Report from October 1, 2018 to September 30, 2019 at the City Office.

Council member Klanecky moved to go into Closed Session at 8:33 p.m. to prevent needless injury to the reputation of City Clerk Connie Beck. Council member Kezeor seconded the motion. Persons in attendance were Mayor Bergman, Council members, Klanecky, Kezeor, Kowalski and Thompson, along with City Attorney Jason White. There was no discussion. The pending motion is to go into Closed Session to prevent the needless injury to the reputation of an individual. Council members Klanecky, Kezeor, Kowalski and Thompson voted aye, nays none. Motion carried 4/0. Mayor Bergman adjourned closed session at 8:47 p.m.; with no action taken.

Mayor Bergman adjourned the City Council meeting at 8:48 p.m.

Date: _____

Lori Royle, Deputy Clerk

Joel M. Bergman, Mayor

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

Tuesday, January 21, 2020

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Tuesday, January 21, 2020 at 7:00 p.m. Present were Mayor Joel M. Bergman and Councilmembers: Brenda Klanecky, Ralph Kezeor & Jerry Thompson. Absent: Council member Katie Kowalski. 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) places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Bergman opened the meeting at 7:00 p.m., 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. Mayor Bergman also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by State Law; this was followed by the "Pledge of Allegiance."

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.

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.

Kelly Stevens, Stevens Land Surveying presented a plat map regarding information on land ownership and the conditions on the ground concerning all of Block 47, Original Town. JoAnn Urbanski, Roger Finnigsmier and Virginia Schenck were in attendance to answer any questions regarding the Jim's Truck Stop property. Utility Superintendent Helzer stated that there are no utilities of any kind present in the alley and any of the names that Mr. Kelly provided on his deed list does not affect vacating the alley. Council member Thompson moved to approve vacating alley proceeding north and south in Block 47, Original Town (Jim's Truck Stop). Council member Kezeor seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0. An ordinance will be considered and approved on Monday, February 3, 2020.

A lengthy discussion also ensued with Kelly Stevens (Stevens Land Surveying) in obtaining a clear title on the ownership of Lots One (1), Two (2), Three (3), Four (4), Seven (7) and Eight (8), Block 47, Original Town (Jims Truck Stop). This item was tabled until Mr. Kelly contacts the State of Nebraska concerning any problems with the US Hwy 281 right-of-way (ROW). Once the City receives the answer from Mr. Stevens, then the City will move forward in completing clear titles and possible property transfers to the remaining lots.

Council member Klanecky moved to approve Olsson's (Project#019-0034) submittal letter, along with a check regarding a review fee costing \$118.97 to be submitted to the Dept. of Health & Human Services (DHHS). The letter states that the City is planning to abandon a four (4) inch water main and relocate the main with a six (6) inch water main between Grand Street & Howard Avenue and between US Highway 281 & 3rd Street (Elstermeier Greenhouses). The estimated construction cost of the project is \$3,794.51. Council member Kezeor seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0. Any time a water main or line is moved, it is required by NE State Statute to go through the DHHS process.

Council member Klanecky moved to approve the Treasurer's Report on December 2019 and the zoning permits on Monday, January 13, 2020, with the stipulation that zoning permit #2020-1 needs to have a State Fire Marshall approval permit attached to the zoning application. Council member Thompson seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0.

Council member Kezeor moved to approve the City's 2018-2019 Financial Statement transfers into the sinking funds involving the (1) Ambulance \$22,194; (2) Cemetery \$38,284; and (3) Library \$16,116. Council member Thompson seconded the motion. Council members Klanecky, Kezeor, Kowalski & Thompson voted aye, nays none. Motion carried 3/0.

Council member Klanecky moved to approve the St. Paul Police Dept. advertising for a full-time City Police Officer, due to Police Officer Coghlan resigning on January 28, 2020. Council member Kezeor seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0.

Council member Klanecky moved to go into closed session at 7:52 p.m. regarding personnel. Chief of Police Paczosa was invited to attend the closed session. Council member Kezeor seconded the motion. A motion has been made and seconded to go into closed session for personnel. There was no discussion. The pending motion is to go into closed session for personnel. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0. Mayor Bergman adjourned the closed session at 8:19 p.m. Council member Klanecky moved to approve a starting wage of \$17 per hour for a non-certified police officer and if that officer becomes certified and meets the probationary period time, then an extra \$1 will be added to the wage, making it \$18 per hour. If a law enforcement officer has been certified through the academy, then the wage would be based off their experience. Council member Kezeor seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0.

Council member Kezeor moved to approve the St. Paul Police Dept. hiring a part-time police officer to fulfill the vacancy while hiring for a full-time police officer position. The pay rate will be \$20 per hour, with no benefits. Council member Klanecky seconded the motion. Council members Klanecky, Kezeor & Thompson voted aye, nays none. Motion carried 3/0.

The police officer on-call pay was tabled until the remaining police officer wages has been discussed.

There is a special meeting on Wednesday, January 22, 2020 at 6:30 p.m. for the purpose of obtaining public input regarding the Downtown Revitalization (DTR) improvements, community branding, welcome sign and a local option sales tax. The meeting will be held in the City Council Chambers.

Utility Superintendent Helzer updates included: starting the third phase of the City's Geographic Information System (GIS) project; scanning the City's utility location cards and uploading to the GIS system; updating the GIS system as changes occur to the properties; and the City's National Pollutant Discharge Elimination Systems (NPDES) permit letter from Patrick Ducey, Environmental Specialist from the NE Dept. of Environment & Energy (NDEE) concerning the City's ammonia levels.

Chief of Police Paczosa submitted an "Incident & Nuisance" report, along with reporting on applying for a "cop" grant and the purchase of a police SUV vehicle.

Mayor Bergman updates included: (1) Hastings Keno reimbursed the City \$2,000 for the 2018-2019 keno audit; (2) Howard County Medical Center paid in full the 1% administration fee of \$2,500 regarding the Rural Economic Development Loan Grant (REDLG) project. The funds were placed in the REDLG Account; (3) Utility E-Billing module saved the City \$600; (4) Diamond Engineering reimbursed the City \$1,378 for pole damage; (5) Utility Superintendent Helzer and Lonnie Stewart installed an antenna at the St. Paul Senior Center; and (6) reported on the City Lottery Tax Return 51C Form numbers.

For public announcement, Mayor Bergman reiterated the special meeting that is scheduled for tomorrow, Wednesday, January 22, 2020 at 6:30 p.m. regarding the community branding, website development, Downtown Revitalization (DTR) and the local option sales tax.

Bergman adjourned the City Council meeting at 8:47 p.m.

Date

Connie Jo Beck, City Clerk/Deputy Treasurer

Joel M. Bergman, Mayor

City of St Paul
Special Council Meeting Minutes

Public Input on City Special Projects

Wednesday, January 22, 2020 at 6:30 p.m.

A special meeting of the Mayor and Councilmembers of the City of St. Paul, Nebraska was held at the City Hall - 704 6th Street, St. Paul, NE in said City on Wednesday, January 22, 2020 at 6:30 p.m. Present were Mayor Bergman and Councilmembers: Brenda Klanecky, Ralph Kezeor & Jerry Thompson. Absent: Council member Kowalski. Notice of the meeting was posted in four (4) different places around the City. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Bergman opened the special meeting at 6:34 p.m., with announcing that the City of St. Paul abides by the Open Meetings Act, which is posted on the west wall as required by the 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.

An attendance sheet was signed for City record and also to acquire names and telephone numbers to perform stakeholder interviews.

Erin Eckerman, FOLK Branding Strategist was placed on a conference call regarding the City's branding and website development proposed timeline from January 2020 through May 2020. The future project meetings will consist of sharing ideas, receiving feedback, making changes and then approving the projects. City Clerk Beck will be reviewing the timeline meeting dates to accommodate the regular City Council dates.

Numerous people were in attendance to listen and voice their suggestions on the topics listed: **(1) Community Branding:** rebranding, incorporate what all St. Paul has to offer (the selling of St. Paul); want to achieve and develop a good end product for St. Paul; **(2) Website Development & Design:** be user friendly; maintenance to site; "link" social media and Facebook to site; **(3) Downtown Revitalization (DTR):** apply and prepare for the grant; the grant is in the amount of \$400,000, with a City match of 25%; the project would commence from 4th Street proceeding west to 9th Street on Howard Avenue; perform project in phases; expense of replacing bricks & what areas to utilize the bricks; and the importance of maintaining the City's utilities. The majority of the audience was in highly in favor of revitalizing the downtown area; **(4) Ballot question to increase the Local Option Sales Tax:** inquiring whether the City should go after a ballot question and the election timeline; possibly utilizing the increase for City infrastructure or developing areas in St. Paul. The majority of the audience was in favor of increasing the sales tax a half percent (1/2%) to be utilized for City infrastructure.

The next special meeting on this topic will be on Wednesday, February 12, 2020 at 6:30 p.m. at the St. Paul Civic Center (423 Howard Avenue).

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

Mayor Bergman closed the special meeting at 8:05 p.m.

DATE: _____

Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

Account Disbursements other than the Checking #100027			Date/ Notes
Vendor	Check No.	Amount	
February 3, 2020 Disbursements #100027		\$ 56,764.83	February 3, 2020
ADDITIONS: Accounts other than Checking 100027			
Sales Tax: SPDC Operating Budget 19-20	372	\$ 20,000.00	Sales Tax 504420
Dana F. Cole (Civic Audit 18-19)	1307	\$ 200.00	Civic 300749
Citizens Bank - 25% Infrast. Check Order	#1E	\$ 14.15	#102342 Citizens
VOID	1308	\$ -	VOID
Loup River Runners	1309	\$ 225.00	Civic 300749
Stephan McClay	1310	\$ 200.00	Civic 300749
City of St. Paul	1311	\$ 1,260.25	Civic 300749
Civic: Connie Jo Beck Reimb Foyer due to weather	1312	\$ 75.00	Civic 300749
Civic: Heartland Disposal	1313	\$ 160.00	Civic 300749
Keno: Dept of Rev. (Oct to Dec 2019 2% Fee)	252	\$ 4,763.00	Keno 504409
Keno: FOLK LLC - Branding/Website 50% Payment	253	\$ 10,000.00	Keno 504409
Sale Tax: SCEDD Membership	373	\$ 5,000.00	Sales Tax 504420
Civic: Teresa's Floral - Christmans Pionsettia's	1315	\$ 117.15	Civic 300749
Civic: Thompson Welding - Repair Chair Cart	1316	\$ 60.00	Civic 300749
18-19 Financial Statement Transfer Cemetery	974E	\$ 38,284.00	Checking 100027
18-19 Financial Statement Transfer Library	974E	\$ 16,116.00	Checking 100027
18-19 Financial Statement Transfer Ambulance	974E	\$ 22,194.00	Checking 100027
Police ICS: Cruiser: 2010 Chevy Tahoe	28925	\$ 22,800.00	Police ICS #103292
Total		\$ 141,468.55	

***Check Detail Register©**

FEBRUARY 19-20

Check Amt Invoice Comment

11100 CHECKING

Paid Chk# 066042 2/3/2020 ABPA REGION 12

E 02-20-210	PROF&SCHOOLS	\$170.00		Wtr. - Training for Helzer & Switzer
Total ABPA REGION 12		\$170.00		

Paid Chk# 066043 2/3/2020 AMAZON

E 44-20-242	BOOKS	\$2,834.48		Lib. - Books
Total AMAZON		\$2,834.48		

Paid Chk# 066044 2/3/2020 AMAZON CAPITAL SERVICES

E 44-20-242	BOOKS	\$162.66	117W-PJHK-X	Lib. - books
E 44-20-242	BOOKS	\$278.91	1194-GW1M-9	Lib. - books
E 44-20-242	BOOKS	\$18.10	144G-WF96-X	Lib. - books
E 44-20-242	BOOKS	\$74.22	17DG-NLM3-L	Lib. - books
E 44-20-242	BOOKS	\$540.36	1JCG-HT6Q-4	Lib. - books
E 44-20-242	BOOKS	\$205.40	1MRT-PFXW-6	Lib. - books
E 44-20-322	PROGRAM EXPENSE	\$25.95	1P4R-KG7R-P	Lib. - clipboard
E 44-20-242	BOOKS	\$442.46	1P71-J3LL-19	Lib. - books
E 44-20-242	BOOKS	\$18.53	1XKL-LP7C-D	Lib. - books
E 44-20-242	BOOKS	\$324.39	1XNQ-MCDL-1	Lib. - books
E 44-20-242	BOOKS	\$38.39	1RWL-GD91-N	Lib. - books
Total AMAZON CAPITAL SERVICES		\$2,129.37		

Paid Chk# 066045 2/3/2020 BARCO MUNICIPAL PRODUCTS INC.

E 34-20-270	UTILITY R & M	\$26.28	IN-235682	Cem. - marking whiskers for staking
Total BARCO MUNICIPAL PRODUCTS INC.		\$26.28		

Paid Chk# 066046 2/3/2020 BEST SPECIALTIES

E 42-20-520	BLDG/ R & M	\$180.00	60682	Prks. - dividers for restrooms
Total BEST SPECIALTIES		\$180.00		

Paid Chk# 066047 2/3/2020 BJ S GARAGE LLC

E 21-20-271	VEHICLE R & M	\$1,456.99	102	Strs. - #48 radiator assembly repairs
E 21-20-271	VEHICLE R & M	\$70.00	104	Strs. - #4D repair stripped splines on wiper acuator arm
E 21-20-271	VEHICLE R & M	\$852.00	111	Strs. - #10 , alternator, brake booster assembly, voltage regulator
Total BJ S GARAGE LLC		\$2,378.99		

Paid Chk# 066048 2/3/2020 BLUE 360 MEDIA

E 32-20-210	PROF&SCHOOLS	\$225.42	19121102301	Pol. - Nebraska Criminal & Traffic Law Manual
Total BLUE 360 MEDIA		\$225.42		

Paid Chk# 066049 2/3/2020 BOMGAARS SUPPLY INC

E 01-20-270	UTILITY R & M	\$2.89	43523917	Lgts. - bolts, nuts, & flat washers
E 42-20-272	TOOLS	\$2.99	43523962	Prk. - brush
E 21-20-270	UTILITY R & M	\$7.99	43526501	Strs. - shop towels
E 42-20-270	UTILITY R & M	\$3.49	43526571	Prk. - fitting 3/4
E 01-20-272	TOOLS	\$42.59	43527780	Lgts. - charger
E 02-20-272	TOOLS	\$93.70	43529222	Wtr. - cords
E 34-20-270	UTILITY R & M	\$13.99	43529343	Cem. - patching cement
E 42-20-231	CITY GAS & OIL	\$33.98	43529343	Prk. - oil 15W40 & 30W
E 69-20-520	BLDG/ R & M	\$13.07	43529355	Sen. Cntr. - fasteners, bolts, nuts & drill bit for new tv antenna
E 02-20-272	TOOLS	\$16.49	43529493	Wtr. - gloves, wire tie
E 01-20-271	VEHICLE R & M	\$10.19	43529594	Lgts. - #40 ground adapter, 3-outlet and triple outlet
E 42-20-520	BLDG/ R & M	\$6.99	43530660	Prk. - thermometer
E 01-20-270	UTILITY R & M	\$7.44	43530851	Lgts. - led bulb for City office
E 01-20-270	UTILITY R & M	\$7.44	43530908	Lgts. - led bulb for City office

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E 01-20-231	CITY GAS & OIL	\$54.27	43531014	Lgts. - oil filter, fuel treatment, oil
E 02-20-272	TOOLS	\$51.49	43531062	Wtr. - adjustable nozzle, hose adaptor, drain opener, washer auger
E 31-20-520	BLDG/ R & M	\$5.99	43531087	Fire - toggle switch
E 01-20-270	UTILITY R & M	\$4.24	43531093	Lgts. - Alligator clip
Total BOMGAARS SUPPLY INC		\$379.23		
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Paid Chk#	066050	2/3/2020	BREHMS DRUG INC .	
E 01-20-270	UTILITY R & M	\$16.33		Lgts. - toilet paper
E 02-20-270	UTILITY R & M	\$16.33		Wtr. - toilet paper
E 03-20-270	UTILITY R & M	\$16.32		Sew. - toilet paper
E 01-20-310	OFFICE SUPPLIES	\$4.25		Lgts. - big black marker
E 02-20-310	OFFICE SUPPLIES	\$4.25		Wtr. - big black marker
Total BREHMS DRUG INC .		\$57.48		
<hr/>				
Paid Chk#	066051	2/3/2020	BROMWICH, ROBERT	
E 02-20-272	TOOLS	\$49.52	01222017319	Wtr. - twist socket
Total BROMWICH, ROBERT		\$49.52		
<hr/>				
Paid Chk#	066052	2/3/2020	BUSINESS TELECOMMUNICATIONS	
E 10-50-550	IMPROVEMENTS	\$393.65	33907	Gen. - new phone for Connie
Total BUSINESS TELECOMMUNICATIONS		\$393.65		
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Paid Chk#	066053	2/3/2020	CARDMEMBER SERVICE	
E 44-20-242	BOOKS	\$19.13		Lib. - book
E 36-20-320	MERCH & SUPPLY	\$625.86		EMT- T-shirts (long and short sleeve)
E 31-20-210	PROF&SCHOOLS	\$7.75		Fire - postage for A. Dush letter to United Life
E 03-20-210	PROF&SCHOOLS	\$98.00		Sew. - Snowball conference for J. Gorecki
E 03-20-210	PROF&SCHOOLS	\$98.00		Sew. - Snowball conference for B. Gregoski
E 03-20-210	PROF&SCHOOLS	\$98.00		Sew. - Snowball conference for M. Helzer
E 10-20-313	POSTAGE	\$15.65		Gen. - postage for W-2's and 1099's.
E 21-20-210	PROF&SCHOOLS	\$80.00		Strs. - Pesticide program for J. Klanecky
E 02-20-210	PROF&SCHOOLS	\$80.00		Wtr. - Pesticide program for R. Switzer
E 34-20-316	Niche Engraving	\$24.50		Cem. - postage for nich door engraving Pittman & Szatko
Total CARDMEMBER SERVICE		\$1,146.89		
<hr/>				
Paid Chk#	066054	2/3/2020	CENTRAL DISTRICT HEALTH DEPT	
E 02-20-232	LAB SAMPLE	\$99.00	20517	Wtr. - water testing for 10/1/2019, 11/6/2019 & 12/2/2019
Total CENTRAL DISTRICT HEALTH DEPT		\$99.00		
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Paid Chk#	066055	2/3/2020	CHARTER COMMUNICATIONS	
E 10-20-220	COMMUNICATION	\$89.99		Fire - Internet service for Fire House
E 10-20-220	COMMUNICATION	\$94.98		Gen. - Internet service for City Office
Total CHARTER COMMUNICATIONS		\$184.97		
<hr/>				
Paid Chk#	066056	2/3/2020	CITY HEALTH INSURANCE SAVINGS	
E 03-10-130	INSURANCE	\$363.00		Sew. - Health Savings
E 42-10-130	INSURANCE	\$363.00		Prks. - Health Savings
E 21-10-130	INSURANCE	\$726.00		Strs. - Health Savings
E 01-10-130	INSURANCE	\$1,089.00		Lgts. - Health Savings
E 02-10-130	INSURANCE	\$726.00		Wtr. - Health Savings
E 32-10-130	INSURANCE	\$1,452.00		Pol. - Health Savings
E 10-10-130	INSURANCE	\$1,089.00		Gen. - Health Savings
Total CITY HEALTH INSURANCE SAVINGS		\$5,808.00		
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Paid Chk#	066057	2/3/2020	CITY OF ST PAUL125 PLAN	
E 32-10-130	INSURANCE	\$30.00		Pol. - Modern Woodmen Life Insurance
E 01-10-130	INSURANCE	\$30.00		Lgts. - Modern Woodmen Life Insurance

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E 02-10-130	INSURANCE		\$30.00		Wtr. - Modern Woodmen Life Insurance
E 03-10-130	INSURANCE		\$10.00		Sew. - Modern Woodmen Life Insurance
E 21-10-130	INSURANCE		\$20.00		Strs. - Modern Woodmen Life Insurance
E 10-10-130	INSURANCE		\$30.00		Gen. - Modern Woodmen Life Insurance
E 42-10-130	INSURANCE		\$10.00		Prks. - Modern Woodmen Life Insurance
Total CITY OF ST PAUL125 PLAN			\$160.00		
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Paid Chk#	066058	2/3/2020	CONSTRUCTION RENTAL GI		
E 31-50-540	MACH & EQUIPMENT		\$21.92	361547-3	Fire - chin straps for helmets
Total CONSTRUCTION RENTAL GI			\$21.92		
<hr/>					
Paid Chk#	066059	2/3/2020	CUSTER COUNTY RECYCLING		
E 04-20-325	Recycle Delivery		\$26.80	193	Lndfl. - recycling trailer
E 04-20-325	Recycle Delivery		\$27.80	194	Lndfl. - recycling trailer
E 04-20-325	Recycle Delivery		\$31.00	199	Lndfl. - recycling trailer
Total CUSTER COUNTY RECYCLING			\$85.60		
<hr/>					
Paid Chk#	066060	2/3/2020	DANA F COLE & COMPANY, L.L.P.		
E 01-20-345	ACCOUNTING FEE		\$434.00		Lgts. - Audit of financial stmt for year end 9/30/2019
E 02-20-345	ACCOUNTING FEE		\$434.00		Wtr. - Audit of financial stmt for year end 9/30/2019
E 03-20-345	ACCOUNTING FEE		\$434.00		Sew. - Audit of financial stmt for year end 9/30/2019
E 44-20-345	ACCOUNTING FEE		\$500.00		Lib. - Audit of financial stmt for year end 9/30/2019
E 10-20-345	ACCOUNTING FEE		\$1,000.00		Gen. - Audit of financial stmt for year end 9/30/2019
Total DANA F COLE & COMPANY, L.L.P.			\$2,802.00		
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Paid Chk#	066061	2/3/2020	DEMCO INC		
E 44-20-310	OFFICE SUPPLIES		\$133.44	6740130	Lib. - color paper, vinyl matte, tape, due date slips, & CD 2 ing album
Total DEMCO INC			\$133.44		
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Paid Chk#	066062	2/3/2020	DITCH WITCH OF NEBRASKA, INC		
E 03-20-270	UTILITY R & M		\$172.80	P20387	Sew. - #47 new suction hose for sewer vac
Total DITCH WITCH OF NEBRASKA, INC			\$172.80		
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Paid Chk#	066063	2/3/2020	DUTTON-LAINSON CO.		
E 21-20-270	UTILITY R & M		\$759.00	812744-1	Strs. - Street lights
E 01-20-272	TOOLS		\$87.70	S12409-1	Lgts. - fluorescent & nema outdoor
Total DUTTON-LAINSON CO.			\$846.70		
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Paid Chk#	066064	2/3/2020	ENTECH PEST MANAGEMENT, INC		
E 10-20-520	BLDG/ R & M		\$45.00	11785	Gen. - pest control for January
E 02-20-520	BLDG/ R & M		\$40.00	11883	Wtr. - pest control for January
Total ENTECH PEST MANAGEMENT, INC			\$85.00		
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Paid Chk#	066065	2/3/2020	GRONES OUTDOOR POWER		
E 01-20-272	TOOLS		\$50.11	190424	Lgts. - chain saw blades
Total GRONES OUTDOOR POWER			\$50.11		
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Paid Chk#	066066	2/3/2020	HACH COMPANY		
E 02-20-270	UTILITY R & M		\$421.60	11799142	Wtr. - testing reagents
Total HACH COMPANY			\$421.60		
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Paid Chk#	066067	2/3/2020	HEIMAN FIRE EQUIPMENT		
E 31-30-320	MERCH & SUPPLY		\$586.05	0884882-IN	Fire - Foam for 54, 57, & 56 grass trucks
Total HEIMAN FIRE EQUIPMENT			\$586.05		
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Paid Chk#	066068	2/3/2020	HILDER IMPLEMENT INC.		
E 42-20-231	CITY GAS & OIL		\$46.19	54847	Prk. - PS-4 Gal oil

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Total HILDER IMPLEMENT INC.			\$46.19		
Paid Chk#	066069	2/3/2020	HIRERIGHT LLC		
E 01-20-210	PROF&SCHOOLS		\$35.71	P0931223	Lgts. - annual drug testing
E 02-20-210	PROF&SCHOOLS		\$35.71	P0931223	Wtr. - annual drug testing
E 03-20-210	PROF&SCHOOLS		\$35.71	P0931223	Sew. - annual drug testing
E 10-20-210	PROF&SCHOOLS		\$35.71	P0931223	Gen. - annual drug testing
E 21-20-210	PROF&SCHOOLS		\$35.71	P0931223	Strs. - annual drug testing
E 32-20-210	PROF&SCHOOLS		\$35.71	P0931223	Poo. - annual drug testing
E 42-20-210	PROF&SCHOOLS		\$35.74	P0931223	Prks. - annual drug testing
Total HIRERIGHT LLC			\$250.00		
Paid Chk#	066070	2/3/2020	HOMESTEAD BANK		
E 10-20-209	Pay ACH Fee		\$29.00		Gen. - ACH charges
Total HOMESTEAD BANK			\$29.00		
Paid Chk#	066071	2/3/2020	HOMETOWN MARKET		
E 02-20-310	OFFICE SUPPLIES		\$19.24		Wtr. - air spray, toilet paper
E 10-20-310	OFFICE SUPPLIES		\$23.78		Gen. - coffee
Total HOMETOWN MARKET			\$43.02		
Paid Chk#	066072	2/3/2020	HOWARD CO REGISTER OF DEEDS		
E 34-20-216	RECORDING FEE		\$30.00		Cem. - recording fees
E 10-20-216	RECORDING FEE		\$10.00		Gen. - recording fee DOR
E 10-20-216	RECORDING FEE		\$10.00		Gen. - recording fee for Valasek
Total HOWARD CO REGISTER OF DEEDS			\$50.00		
Paid Chk#	066073	2/3/2020	HOWARD COUNTY TREASURER (CCCC)		
E 32-20-214	DISPATCHER		\$2,782.05		Pol. - dispatcher pay
Total HOWARD COUNTY TREASURER (CCCC)			\$2,782.05		
Paid Chk#	066074	2/3/2020	JARECKE MOTORS		
E 69-20-520	BLDG/ R & M		\$37.50	11615	Senior Cntr. - material for the TV antenna
E 32-20-271	VEHICLE R & M		\$107.78	11622	Pol. - #95 steering tie rod replace
E 03-20-271	VEHICLE R & M		\$286.81	11630	Sew. - #8 heater, replace mode door motor assembly
Total JARECKE MOTORS			\$432.09		
Paid Chk#	066075	2/3/2020	JOHN DEERE FINANCIAL		
E 02-20-271	VEHICLE R & M		\$178.74	1069280	Wtr. - #17 o-ring, oil, hose & fittings
E 02-20-231	CITY GAS & OIL		\$69.60	1069422	Wtr. - #17 oil
E 21-20-271	VEHICLE R & M		\$160.90	1073211	Strs. - #4-D 3/4" hose and fitting
Total JOHN DEERE FINANCIAL			\$409.24		
Paid Chk#	066076	2/3/2020	JORGENSEN ELECTRIC INC.		
E 02-20-520	BLDG/ R & M		\$31.90	42268505	Wtr. - light ballast
Total JORGENSEN ELECTRIC INC.			\$31.90		
Paid Chk#	066077	2/3/2020	KELLY SUPPLY COMPANY, INC		
E 02-20-272	TOOLS		\$96.68	S1388776-0	Wtr. - rigid pipe extractor set
Total KELLY SUPPLY COMPANY, INC			\$96.68		
Paid Chk#	066078	2/3/2020	KOZIOL UPHOLSTERING		
E 01-20-271	VEHICLE R & M		\$70.00	9549	Lgts. - #12 Y labor to replace foam and make new cover for tractor back
Total KOZIOL UPHOLSTERING			\$70.00		
Paid Chk#	066079	2/3/2020	LOUP VALLEY SUPPLY, INC.		
E 42-20-270	UTILITY R & M		\$5.00	65556	Prks. - auger shield

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Total LOUP VALLEY SUPPLY, INC.			\$5.00		
Paid Chk#	066080	2/3/2020	MADISON NATIONAL LIFE		
E 42-10-130	INSURANCE		\$10.74		Prks. - life insurance
E 03-10-130	INSURANCE		\$21.48		Sew. - life insurance
E 01-10-130	INSURANCE		\$42.96		Lgts. - life insurance
E 21-10-130	INSURANCE		\$21.48		Strs. - life insurance
E 02-10-130	INSURANCE		\$32.22		Wtr. - life insurance
E 10-10-130	INSURANCE		\$21.48		Gen. - life insurance
E 32-10-130	INSURANCE		\$42.96		Pol. - life insurance
Total MADISON NATIONAL LIFE			\$193.32		
Paid Chk#	066081	2/3/2020	MASON, MATTHEW T		
E 44-20-242	BOOKS		\$30.00	100	Lib. - books
Total MASON, MATTHEW T			\$30.00		
Paid Chk#	066082	2/3/2020	MIDLAND TELECOM, INC.		
E 31-50-540	MACH & EQUIPMENT		\$87.00	35360	Fire - Antenna for 2 way radios
Total MIDLAND TELECOM, INC.			\$87.00		
Paid Chk#	066083	2/3/2020	MOBOTREX		
E 21-20-270	UTILITY R & M		\$118.00	239867	Strs. - new lock for flashing light west Howard Ave. & new hanging bracket for light at 6th & Howard
E 21-20-270	UTILITY R & M		\$160.00	239868	Strs. - new flasher for light at 7th and Howard
Total MOBOTREX			\$278.00		
Paid Chk#	066084	2/3/2020	MUNICIPAL SUPPLY INC OF NE		
E 02-20-270	UTILITY R & M		\$307.80	0752104-IN	Wtr. - repair clamp for broken water main at Paul & Jackson
E 02-20-270	UTILITY R & M		\$39.75	0752306-IN	Wtr. - Gaskets for filter at WTP
E 02-20-270	UTILITY R & M		\$30.37	0752944-IN	Wtr. - 8"x 1/8" full face rr flg gsk
E 02-20-270	UTILITY R & M		\$511.09	0752945-IN	Wtr. - 10W repair clamp
E 02-20-270	UTILITY R & M		\$288.85	0752946-IN	Wtr. - 1" MIP x 1 1/4", insert coupling, 5/8"x 3/4" mtr cpig, 3/4" brass ball valve & 1"
Total MUNICIPAL SUPPLY INC OF NE			\$1,177.86		
Paid Chk#	066085	2/3/2020	NEBRASKA IOWA INDUSTRIAL		
E 21-20-270	UTILITY R & M		\$37.23	5947183	Strs. - nuts and bolts
Total NEBRASKA IOWA INDUSTRIAL			\$37.23		
Paid Chk#	066086	2/3/2020	NEBRASKA RURAL WATER ASSOC.		
E 02-20-211	ADM. & DUES		\$200.00		Wtr. - membership renewal
Total NEBRASKA RURAL WATER ASSOC.			\$200.00		
Paid Chk#	066087	2/3/2020	NEBRASKA SALT AND GRAIN CO.		
E 21-20-340	SAND, GRAVEL, SALT		\$1,615.10	55433	Strs. - road salt
Total NEBRASKA SALT AND GRAIN CO.			\$1,615.10		
Paid Chk#	066088	2/3/2020	NEBRASKA SUPREME COURT		
E 32-20-210	PROF&SCHOOLS		\$111.51		Pol. - 2019 Supplement & index
Total NEBRASKA SUPREME COURT			\$111.51		
Paid Chk#	066089	2/3/2020	NERPA		
E 42-20-210	PROF&SCHOOLS		\$60.00		Prks. - membership 2020
Total NERPA			\$60.00		
Paid Chk#	066090	2/3/2020	OFFICENET INC		
E 01-20-310	OFFICE SUPPLIES		\$7.99	932050-0	Lgts. - labels
E 01-20-310	OFFICE SUPPLIES		\$43.91	932878-0	Lgts.- rubber band, index, pencils, tape, lam pouches

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E 02-20-310	OFFICE SUPPLIES	\$43.91	932878-0	Wtr. - - rubber band, index, pencils, tape, lam pouches
E 03-20-310	OFFICE SUPPLIES	\$43.90	932878-0	Sew. - - rubber band, index, pencils, tape, lam pouches
E 02-20-310	OFFICE SUPPLIES	\$17.94	932977-0	Wtr. - pressboard binders
E 01-20-310	OFFICE SUPPLIES	\$12.50	932979-0	Lgts. - stapler
E 03-20-310	OFFICE SUPPLIES	\$12.49	932979-0	Sew. - stapler
E 44-20-520	BLDG/ R & M	\$53.31	IN56140	Lib. - Library copier contract
E 02-20-520	BLDG/ R & M	\$81.62	IN56145	Wtr. - Office copier contract
E 03-20-520	BLDG/ R & M	\$81.61	IN56145	Sew. - Office copier contract
E 10-20-520	BLDG/ R & M	\$16.52	IN56400	Gen. - Police copier contract
E 02-20-520	BLDG/ R & M	\$15.00	IN56401	Wtr. - Water copier contract
E 01-20-520	BLDG/ R & M	\$81.62	In56415	Lgts. - Office copier contract
Total OFFICENET INC		\$512.32		
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Paid Chk#	066091	2/3/2020	OLSSON	
E 02-20-213	ENGINEER FEES	\$360.42	347724	Wtr. - Water and Sewer needs survey
E 03-20-313	POSTAGE	\$360.41	347724	Sew. - Water and Sewer needs survey
E 21-20-213	ENGINEER FEES	\$485.93	347732	Strs. - project administration and record drawings on complete sections
Total OLSSON		\$1,206.76		
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Paid Chk#	066092	2/3/2020	ONE CALL CONCEPTS, INC	
E 01-20-220	COMMUNICATION	\$3.97	9120193	Lgts. - diggers hotline
E 02-20-220	COMMUNICATION	\$3.97	9120193	Wtr. - diggers hotline
E 03-20-220	COMMUNICATION	\$3.96	9120193	Sew. - diggers hotline
Total ONE CALL CONCEPTS, INC		\$11.90		
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Paid Chk#	066093	2/3/2020	PARTS BIN, INC.	
E 01-20-270	UTILITY R & M	\$12.95	862782	Lgts. - spray paint
E 21-20-270	UTILITY R & M	\$8.99	862906	Strs. - battery cable
E 02-20-270	UTILITY R & M	\$6.38	862935	Wtr. - pan clip
E 01-20-270	UTILITY R & M	\$21.89	862950	Lgts. - wire and butt connector
E 02-20-231	CITY GAS & OIL	\$100.92	863152	Wtr. - oil
E 02-20-270	UTILITY R & M	\$14.88	863152	Wtr. - oil filter
E 21-20-271	VEHICLE R & M	\$66.85	863199	Strs. - #48 fuel filter, pwr str sto, antifreeze
E 03-20-270	UTILITY R & M	\$25.53	863441	Sew. - fuel filter
E 01-20-271	VEHICLE R & M	\$27.33	863618	Lgts. - #40W air filter , deicer
E 21-20-231	CITY GAS & OIL	\$80.28	864314	Strs. - #45 oil
E 21-20-271	VEHICLE R & M	\$8.03	864314	Strs. - #45 oil filter
E 03-20-231	CITY GAS & OIL	\$9.98	864585	Sew. - oil
E 02-20-270	UTILITY R & M	\$98.15	864697	Wtr. - drive axle for vehicle in sinkhole. Water main break 1st and Howard
Total PARTS BIN, INC.		\$482.16		
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Paid Chk#	066094	2/3/2020	PCAN TREASURER	
E 32-20-210	PROF&SCHOOLS	\$30.00		Pol. - Membership
Total PCAN TREASURER		\$30.00		
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Paid Chk#	066095	2/3/2020	PENWORTHY COMPANY, INC	
E 44-20-242	BOOKS	\$397.74	0559737-IN	Lib. - books
Total PENWORTHY COMPANY, INC		\$397.74		
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Paid Chk#	066096	2/3/2020	PLATTE VALLEY COMM, INC.	
E 03-20-270	UTILITY R & M	\$95.95	091900271	Sew. - repairs to sewer jetter camera
Total PLATTE VALLEY COMM, INC.		\$95.95		
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Paid Chk#	066097	2/3/2020	POWERPLAN	
E 21-20-271	VEHICLE R & M	\$661.68	1304710	Strs. - #17 cutting ed

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Total POWERPLAN			\$661.68		
Paid Chk#	066098	2/3/2020	QISOFT		
E 32-20-211	ADM. & DUES		\$72.00	7075	Pol. - Police intel annual renewal
Total QISOFT			\$72.00		
Paid Chk#	066099	2/3/2020	QUICK MED CLAIMS		
E 36-20-311	EMS/ FIRE BILLING		\$296.92	16796	EMT- billing services Dec. 2019
Total QUICK MED CLAIMS			\$296.92		
Paid Chk#	066100	2/3/2020	REGIONAL CARE, INC		
E 01-10-130	INSURANCE		\$16.50		Lgts. - Health reimbursement
E 02-10-130	INSURANCE		\$11.00		Wtr. - Health reimbursement
E 03-10-130	INSURANCE		\$5.50		Sew. - Health reimbursement
E 10-10-130	INSURANCE		\$16.50		Gen. - Health reimbursement
E 21-10-130	INSURANCE		\$11.00		Strs. - Health reimbursement
E 32-10-130	INSURANCE		\$22.00		Pol. - Health reimbursement
E 42-10-130	INSURANCE		\$5.50		Prks. - Health reimbursement
Total REGIONAL CARE, INC			\$88.00		
Paid Chk#	066101	2/3/2020	ROAD BUILDERS MACHINERY, INC		
E 21-20-271	VEHICLE R & M		\$587.40	P54768	Strs. - #18 battery and core
Total ROAD BUILDERS MACHINERY, INC			\$587.40		
Paid Chk#	066102	2/3/2020	S E SMITH AND SONS		
E 21-20-271	VEHICLE R & M		\$24.29	636748	Strs. - #4D 2x12 HF 2&BTR/SEL-STR
E 02-20-272	TOOLS		\$53.24	636796	Wtr. - floor jack
Total S E SMITH AND SONS			\$77.53		
Paid Chk#	066103	2/3/2020	SCHAPER & WHITE		
E 01-20-212	LEGAL FEES		\$631.25	1494	Lgts. - Attend Union meeting and travel time
E 10-20-212	LEGAL FEES		\$262.50	1494	Gen. - Conference call & review ordinances reg. Sales tax issue
Total SCHAPER & WHITE			\$893.75		
Paid Chk#	066104	2/3/2020	SERVI-TECH INC		
E 03-20-232	LAB SAMPLE		\$115.10	H-977038	Sew. - lab samples
Total SERVI-TECH INC			\$115.10		
Paid Chk#	066105	2/3/2020	SMITH WELDING SHOP, INC		
E 42-20-272	TOOLS		\$31.89	11045	Prk. - bench and grinding stone
Total SMITH WELDING SHOP, INC			\$31.89		
Paid Chk#	066106	2/3/2020	ST PAUL PUBLIC SCHOOL		
E 43-20-192	After School Expense		\$1,982.39		Rec. - snacks, milk, juice and supplies
Total ST PAUL PUBLIC SCHOOL			\$1,982.39		
Paid Chk#	066107	2/3/2020	STATE OF NEBRASKA CENTRAL SERV		
E 10-20-220	COMMUNICATION		\$18.16		Gen. - Parks phone service
E 10-20-220	COMMUNICATION		\$17.93		Gen. - Pool phone service
E 01-20-220	COMMUNICATION		\$1.11		Lgts. - City office fax
E 02-20-220	COMMUNICATION		\$110.26		Wtr. - DSL Water phone service
E 02-20-220	COMMUNICATION		\$17.93		Wtr. - Water plant phone service
E 10-20-220	COMMUNICATION		(\$21.88)		Gen. - Police phone service
E 10-20-220	COMMUNICATION		(\$34.87)		Gen. - Police fax line
Total STATE OF NEBRASKA CENTRAL SERV			\$108.64		
Paid Chk#	066108	2/3/2020	THOMPSON WELDING		

***Check Detail Register©**

FEBRUARY 19-20

			Check Amt	Invoice	Comment
E 34-20-270	UTILITY R & M		\$29.60		Cem. - built probe rod
	Total THOMPSON WELDING		\$29.60		
Paid Chk# 066109	2/3/2020	TO HAAS TIRE CO INC			
E 01-20-271	VEHICLE R & M		\$816.54	33-36087	Lgts. - #16 new tires
	Total TO HAAS TIRE CO INC		\$816.54		
Paid Chk# 066110	2/3/2020	TOMMY-RENE PRINTERS, INC.			
E 01-20-310	OFFICE SUPPLIES		\$26.33		Lgts. - #10 envelopes
E 02-20-310	OFFICE SUPPLIES		\$26.33		Wtr. - #10 envelopes
E 03-20-310	OFFICE SUPPLIES		\$26.34		Sew. - #10 envelopes
	Total TOMMY-RENE PRINTERS, INC.		\$79.00		
Paid Chk# 066111	2/3/2020	UNITED HEALTHCARE INS			
E 02-10-130	INSURANCE		\$2,652.81		Wtr. - Health Insurance
E 10-10-130	INSURANCE		\$3,973.47		Gen. - Health Insurance
E 01-10-130	INSURANCE		\$3,400.24		Lgts. - Health Insurance
E 42-10-130	INSURANCE		\$1,603.57		Prks. - Health Insurance
E 32-10-130	INSURANCE		\$2,662.74		Pol. - Health Insurance
E 21-10-130	INSURANCE		\$2,689.03		Strs. - Health Insurance
E 03-10-130	INSURANCE		\$1,122.45		Sew. - Health Insurance
	Total UNITED HEALTHCARE INS		\$18,104.31		
Paid Chk# 066112	2/3/2020	UNIVERSITY OF NEBRASKA			
E 42-20-210	PROF&SCHOOLS		\$25.00		Prks. - regristration for lawn and landscape class
	Total UNIVERSITY OF NEBRASKA		\$25.00		
Paid Chk# 066113	2/3/2020	VERIZON WIRELESSLLC			
E 10-20-220	COMMUNICATION		\$51.74		Gen. - EMT cell phone
E 10-20-220	COMMUNICATION		\$196.01		Gen. - Police cell phone
	Total VERIZON WIRELESSLLC		\$247.75		
Paid Chk# 066114	2/3/2020	WELLS PLUMBING CO, INC			
E 31-20-520	BLDG/ R & M		\$96.81	53402	Fire - repairs to north heater in truck bay
	Total WELLS PLUMBING CO, INC		\$96.81		
Paid Chk# 066115	2/3/2020	WILBERT MEMORIALS			
E 34-20-316	Niche Engraving		\$125.00	B60129	Cem. - Niche engraving for Pittman
E 34-20-316	Niche Engraving		\$125.00	B60130	Cem. - Niche engraving for Szatko
	Total WILBERT MEMORIALS		\$250.00		
	11100 CHECKING		\$56,764.83		

***Check Detail Register©**

FEBRUARY 19-20

Check Amt Invoice Comment

Fund Summary**11100 CHECKING**

01 LIGHTS	\$7,093.25
02 WATER	\$7,689.09
03 SEWER	\$3,537.34
04 LANDFILL	\$85.60
10 GENERAL	\$7,384.32
21 STREETS	\$10,743.88
31 FIREMEN	\$805.52
32 POLICE	\$7,574.17
34 CEMETERY	\$374.37
36 AMBULANCE	\$922.78
42 PARK	\$2,424.08
43 RECREATION	\$1,982.39
44 LIBRARY	\$6,097.47
69 SENIOR COMM. CENTER	\$50.57
	<hr/>
	\$56,764.83

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: _____ DATE: _____

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: _____

BY: _____
City of St. Paul Designated Agent

CATERER NAME: _____

DATE: _____

BY: _____
Authorized Agent of Caterer

Business contract.

1.17.2020

Prepared for:

City of St. Paul

Connie Jo Beck
City Clerk/Deputy Treasurer
cjbeck@cityofstpaulne.org
(308) 754-4483

FOLK

Project Detail

OBJECTIVE

Folk, in partnership with Ron Sack, will reimagine the St. Paul brand to be authentic to the town's values and will clearly and uniquely position St. Paul now and for the future.

DELIVERABLES

Brand Strategy

1. Research and Analysis
 - a. Resident and Stakeholder Interviews
2. Brand Strategy Development
 - a. Archetype
 - b. Position
 - c. Voice and Tone
 - d. Brand Story
 - e. Key Message
 - f. Tagline
3. One Round of Revisions/Refinement to Brand Strategy

Brand Identity Design

1. Concept and Design Three Preliminary Identities to Choose From
 - a. Logo Design
 - b. Logo Variations
 - c. Color Palette
 - d. Typography
 - e. Brand Pattern(s)
2. One Round of Revisions/Refinement to Brand Identity Design

Project Detail

COMMUNITY BRANDING (CONT'D)

Brand Identity Style Guide

1. Design One Brand Guidelines Document for Client Use
2. One Round of Revisions/Refinement to Brand Guidelines Document

WEBSITE

Website Planning

1. Website Discovery Meeting
2. Website Sitemap Creation

Website Design

1. Custom Web Page Designs
 - a. Homepage Layout
 - b. Interior Page Layout
 - c. Events Page Layout
 - d. Contact Page Layout
2. One Round of Revisions/Refinement to Initial Web Page Designs

Website Development

1. Development of Four Custom Web Page Designs
2. Additional Interior Pages
3. One Round of Revisions/Refinement to Developed Web Page Designs

Project Detail

WEBSITE (CONT'D)

Testing & Pre-Launch

1. Bug Error Testing
2. Admin Account Setup

Website Launch

Training

1. One in-depth recorded video or live session

DELIVERABLES

Working Files

1. Deliver One Set of Finalized Brand Assets
 - a. Print- and Web-Ready Logo Files (EPS, JPG, Transparent PNG)
 - b. Client-Approved Brand Guidelines Document (PDF)

Quote

Folk Project Fees	\$20,000
Brand Strategy & Design	\$12,000
Website Design & Development	\$8,000
Estimated Additional Client Expenses	\$200*
Font(s) Software for Client Download & Use	
Hosting & Maintenance Options	
Option A: Packaged Hosting & Maintenance	\$200/month
Option B: Self-Hosted Website Through Flywheel	\$275/year
Total Project Quote	

\$20,475 - \$22,600

PLUS ONGOING HOSTING & MAINTENANCE FEES AFTER YEAR 1

* Font pricing is an above-average estimate for planning purposes only. Folk will attempt to select fonts that are budget-friendly as well as distinct. Client-approved font(s) software will need to be purchased by the Client for use on city machines.

Travel time and mileage are covered in our overall budget.

Terms & Conditions

Design Concepts	Fee quoted includes THREE (3) preliminary logo concepts; additional concepts are billed at \$100 per hour.
Final Artwork	Fee quoted includes one set of final mechanical artwork. Changes to final artwork will be provided at an additional cost based on the extent and complexity of the changes, at \$100 per hour or a mutually agreed upon fee, TBD.
Revisions & Alterations	There shall be no charges to the Client for revisions, corrections or additions made necessary by errors on the part of Agency. New work requested by Client and performed by the Agency after an estimate has been approved is considered a revision or alteration. The Client shall be responsible for making additional payments at the rate noted herein for any revision or alteration and any other changes in original assignment requested by the Client.
Website	Fee quoted includes a web design consisting of up to 25 total pages. Additional pages will be designed and/or developed at \$100 per hour.
Purchasing	All purchases made on Client's behalf will be billed to Client. Charges for sales tax, insurance, storage, and shipping and handling are additional to the price of each purchase. In the event Client purchases materials, services, or any items other than those specified by Agency, Agency is not liable for the cost, quality, workmanship, condition, or appearance of such items.
Billable Items	In addition to the fees and costs estimated herein, costs incurred for outside purchases such as, but not limited to, photography, fonts and courier services are billable at cost. Wherever applicable, state and local sales taxes will be included in Billable Items. Any travel expenses are billed additionally, at cost.
Estimate	Final fees and Billable Expenses shall be shown when invoice is rendered. Client requested changes will be billed additionally. The Client will be notified of any price changes.
Trademarking	Client is responsible for applying for trademark registration and copyright of artwork.
Rights	Agency reserves the right to photograph and/or distribute or publish for promotional and marketing needs any work created for you, including mock-ups and comprehensive presentations, as samples for the Folk Brand Strategy & Design Studio website.
Schedule of Payment	50% of the Total Project Quote is due prior to project commencement. The remaining 50% of the Total Project Quote is due upon project completion.

If the information in this Proposal meets with Client's approval, Client's signature below authorizes Folk to begin work. Kindly return a signed copy of this Proposal/Agreement to Folk, LLC.

_____	Erin Eckerman	Jan. 22, 2020
Studio Signature	Print Studio Name	Date

_____	_____	_____
Client Signature	Print Client Name	Date

CITY OF ST. PAUL, NEBRASKA

GO WATER REFUNDING BONDS, SERIES 2020

REFUNDING 2015, CALLABLE 4/7/2020

DATED 4/7/2020

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/15/2020	43,947.33	42,391.00	44,060.00	1,669.00
12/15/2021	45,230.00	45,230.00	43,500.00	(1,730.00)
12/15/2022	39,710.00	39,710.00	42,852.50	3,142.50
12/15/2023	39,237.50	39,237.50	42,117.50	2,880.00
12/15/2024	38,747.50	38,747.50	41,330.00	2,582.50
12/15/2025	38,222.50	38,222.50	40,472.50	2,250.00
12/15/2026	37,680.00	37,680.00	39,562.50	1,882.50
12/15/2027	42,120.00	42,120.00	43,600.00	1,480.00
12/15/2028	41,440.00	41,440.00	42,440.00	1,000.00
12/15/2029	40,740.00	40,740.00	41,240.00	500.00
Total	\$407,074.83	\$405,518.50	\$421,175.00	\$15,656.50

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	12,783.59
Net PV Cashflow Savings @ 1.942%(AIC)	12,783.59
Contingency or Rounding Amount	1,556.33
Net Present Value Benefit	\$14,339.92
Net PV Benefit / \$365,000 Refunded Principal	3.929%
Net PV Benefit / \$375,000 Refunding Principal	3.824%

Refunding Bond Information

Refunding Dated Date	4/07/2020
Refunding Delivery Date	4/07/2020

Water Bond 2015

Refund from

New Wtr Well House Jan
Trans. Line, Wtr Plant / Detention Tank

MPED Bond
\$ 606,000

CITY OF ST. PAUL, NEBRASKA

GENERAL OBLIGATION WATER REFUNDING BONDS,

SERIES 2015

\$520,000 - DATED 4-7-15

Due:
\$365,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/15/2015	-	-	-	-
12/15/2015	35,000.00	0.400%	7,133.44	42,133.44
06/15/2016	-	-	5,107.50	5,107.50
12/15/2016	30,000.00	0.600%	5,107.50	35,107.50
06/15/2017	-	-	5,017.50	5,017.50
12/15/2017	30,000.00	0.850%	5,017.50	35,017.50
06/15/2018	-	-	4,890.00	4,890.00
12/15/2018	30,000.00	1.100%	4,890.00	34,890.00
06/15/2019	-	-	4,725.00	4,725.00
12/15/2019	30,000.00	1.300%	4,725.00	34,725.00
* 06/15/2020	-	-	4,530.00	4,530.00
12/15/2020	35,000.00	1.600%	4,530.00	39,530.00
06/15/2021	-	-	4,250.00	4,250.00
12/15/2021	35,000.00	1.850%	4,250.00	39,250.00
06/15/2022	-	-	3,926.25	3,926.25
12/15/2022	35,000.00	2.100%	3,926.25	38,926.25
06/15/2023	-	-	3,558.75	3,558.75
12/15/2023	35,000.00	2.250%	3,558.75	38,558.75
06/15/2024	-	-	3,165.00	3,165.00
12/15/2024	35,000.00	2.450%	3,165.00	38,165.00
06/15/2025	-	-	2,736.25	2,736.25
12/15/2025	35,000.00	2.600%	2,736.25	37,736.25
06/15/2026	-	-	2,281.25	2,281.25
12/15/2026	35,000.00	2.750%	2,281.25	37,281.25
06/15/2027	-	-	1,800.00	1,800.00
12/15/2027	40,000.00	2.900%	1,800.00	41,800.00
06/15/2028	-	-	1,220.00	1,220.00
12/15/2028	40,000.00	3.000%	1,220.00	41,220.00
06/15/2029	-	-	620.00	620.00
12/15/2029	40,000.00	3.100%	620.00	40,620.00
Total	\$520,000.00	-	\$102,788.44	\$622,788.44

Yield Statistics

Bond Year Dollars	\$4,178.22
Average Life	8.035 Years
Average Coupon	2.4600999%
Net Interest Cost (NIC)	2.6654504%
True Interest Cost (TIC)	2.6671673%
Bond Yield for Arbitrage Purposes	1.3837245%
All Inclusive Cost (AIC)	2.6671673%

IRS Form 8038

Net Interest Cost	2.4600999%
Weighted Average Maturity	8.035 Years

GO Water Bonds, Series 20 | SINGLE PURPOSE | 2/27/2015 | 9:59 AM

12-6-19

Debt Service City of St. Paul	Rate	Amount Bond	Yearly Pymt	Pay Frequency	Balance	Maturity
2017 Series GO Street Impr Bond (BOK)	2.27%	\$855,000	\$ 75,000.00	Dec / June	\$ 700,000.00	12/15/2031
STREETS 100% - (Jay, 3rd, "L" & "O")						
3/6/2017						
Dalton Meadows Improve (BOK)	2.15%	\$265,000	\$29,923.00	Dec / June	\$ 190,000.00	12/15/2026
Wt 37%, Sw 32%, St 31%						
2015 Water Detention \$180,000 &						
Kelly Crt, Elm Repair, Lagoon Clean	1.74%	\$ 495,000.00	\$ 85,600.00	Nov / May	\$ 255,000.00	5/1/2022
Wt 43%, Sw 43%, St 14% (Ameritas)						
2016 Sewer UV Bulb (BOK)	1.59%	\$ 165,000.00	\$16,600	Oct / June	\$ 120,000.00	10/15/2025
Sewer 100%						
2015 Pool / Street New Ref. Bond	1.15%	\$ 625,000.00	\$ 103,127.50	June / Dec.	\$ 215,000.00	6/15/2021
Pool 80%, Street 20% (Ameritas)						

2015 WATER BOND (Ameritas)	2.63%	\$ 520,000.00	\$ 42,000.00	December	\$ 365,000.00	12/15/2029
New Well House, Trans. Line, Paint Water Tower & Detention Tanks (From Water SRF with NDEQ) REFINANCED						
Water 100%						
2016 Refund Water Treatment Plant (\$1,185,000) and 2010 Street District (\$605,000) (BOK)						
Wt 69.6%, Sw 3.38%, St 27.04%	2.20%	\$ 1,840,000.00	\$ 140,200.00	April / Oct.	\$ 1,465,000.00	10/1/2032
	Total	\$4,765,000	\$ 492,450.50		\$ 3,310,000.00	Okay
LOAN AMOUNTS SPLIT INTO DEPARTMENTS						
Water		\$ 1,564,297.00				
Sewer		\$ 339,967.00				
Street		\$ 1,233,736.00				
Pool		\$ 172,000.00				
TOTAL		\$ 3,310,000.00	Okay			

CITY TREASURER DUTIES

Receive and record deposits from City office

Allocate Howard County Treasurer's collections to various accounts according to Annual Property Tax Request percentage breakdown

Balance with City Clerk's records

Prepare monthly Treasurer's Report

Wire transfer bond payments

Monitor pledged security coverage in excess of \$250,000 FDIC insurance at each bank, request additional securities if there is a shortage

Hold Safekeeping Receipts in Safety Deposit Box until release is needed

Hold Time CD's in Safety Deposit Box

Prepare annual reports for Auditors

Connie Beck

From: Judy Johnson <jjohnson@homestead.bank>
Sent: Friday, September 27, 2019 10:59 AM
To: Connie Beck
Subject: City Treasurer Duties
Attachments: CITY TREASURER DUTIES.docx

Hi Connie,

I was supposed to get a list of City Treasurer duties to you sometime.
Attached is what I came up with. If you can think of anything else, we could edit it. I don't know if I've forgotten anything.

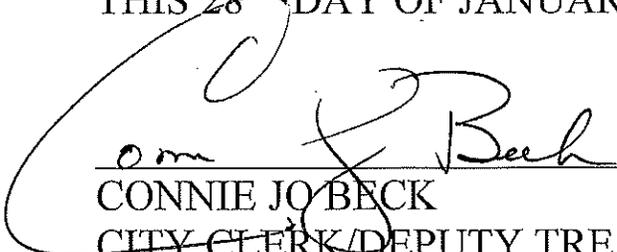
Judy K. Johnson
Loan Officer
Homestead Bank
NMLS #792731
Homestead NMLS #451853
P.O. Box 355
619 Grand St.
St. Paul, NE 68873
Phone: 308-754-4488
Fax: 308-754-4706
e-mail: jjohnson@homestead.bank

- The City of St. Paul Mayor and City Council members are offering an opportunity for all residents, property owners, and business owners to participate in the development of St. Paul's Downtown Revitalization (DTR) improvement plan, Community Branding, Welcome Sign and a Local Option Sales Tax. Please see the "Notice" below for details of the special meeting.

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

NOTICE OF TIME AND PLACE OF
SPECIAL MEETING

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. PAUL, NEBRASKA, WILL BE HELD AT **6:30 P.M., FEBRUARY 12, 2020 AT THE ST. PAUL CIVIC CENTER – 423 HOWARD AVENUE, ST. PAUL, NEBRASKA.** THIS MEETING WILL BE OPEN TO THE PUBLIC. AN AGENDA FOR SUCH MEETING IS KEPT CONTINUALLY CURRENT AND IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY CLERK AT THE CITY UTILITIES OFFICE. THE PURPOSE OF THIS MEETING IS TO HAVE A PRESENTATION FROM FOLK, LLC REGARDING THE BRANDING PLATFORM, STRATEGY AND WEBSITE SITEMAP; TO OBTAIN PUBLIC INPUT ON THE DOWNTOWN REVITALIZATION IMPROVEMENTS, WELCOME SIGN AND A LOCAL OPTION SALES TAX (POSSIBLE ACTION). POSTED THIS 28TH DAY OF JANUARY 2020.



CONNIE JO BECK
CITY CLERK/DEPUTY TREASURER

Laura Berthelsen

State Fire Marshal

From: FRITZ LEE <fleeacs@yahoo.com>
Sent: Thursday, January 23, 2020 11:52 AM
To: Laura Berthelsen
Subject: Fw: Storage Building, St. Paul, NE

Fritz Lee
President
Advanced Compressor Services
1608 Johnstown Rd
Grand Island, NE 68801
Phone: 308-384-9880

Zoning Permit
2020-1

Fritz Lee

----- Forwarded Message -----

From: Hohbein, Doug <doug.hohbein@nebraska.gov>**To:** fleeacs@yahoo.com <fleeacs@yahoo.com>**Sent:** Wednesday, January 22, 2020, 5:40:59 PM UTC**Subject:** Storage Building, St. Paul, NE

Mr. Lee,

I apologize for the delay in response and for any difficulty this has caused.

Per our previous conversations it is your intention to move a 12 X 22 foot building onto property that is zoned for commercial use. The building will be used for your private storage only and not for commercial use or for any other entity's storage.

If the intent of the building is strictly private storage of your property, then no plan review or permit is required to be obtained from the State Fire Marshal's Office. State fire codes typically apply to buildings of commercial use only and not private such as a home, garage or storage shed. It does not matter how the property is zoned in regard to the application of the state fire codes, the use of the structure drives fire code compliance.

Please share this message with any interested party as you need.

I hope this information helps. Let me know if you have any questions or comments.

Thanks

Doug Hohbein, CLSSEGB

Assistant State Fire Marshal

Nebraska State Fire Marshal Agency

Office: 402-471-2027

Cell: 402-326-2765

doug.hohbein@nebraska.gov

Web: www.sfm.nebraska.gov

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