

2nd Council Regular Meeting
Monday, May 16, 2022 7:00 PM

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

Agenda

1. Mayor Bergman calls meeting to order regarding the Community Development Agency (CDA) and the regular City Council meeting, with the "Pledge of Allegiance" and the "Open Meeting Statement" as required by NE State Statutes 84-1407 through 84-1414; Mayor Bergman also states that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Statute 84-1410.
2. Mayor Bergman opens the Community Development Agency (CDA) meeting to review / approve a Redevelopment Contract regarding the Prairie Falls Subdivision Redevelopment Project Phase Eight (8) per S. Squared Enterprises (Steve Shoemaker).
 - a. Discuss - Approve/Deny the Community Development Agency (CDA) Redevelopment Contract regarding the Prairie Falls Subdivision Redevelopment Project Phase Eight (8), more described as Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Prairie Falls Subdivision in the City of St. Paul, Howard County, Nebraska, and Lots One (1) and Six (6) in Block Four (4) in Harris Subdivision in the City of St. Paul, Howard County, Nebraska.
3. Mayor Bergman adjourns the Community Development Agency (CDA) meeting.
4. Mayor Bergman opens the regular City Council meeting.
5. Submittal of Requests for Future Agenda Items
6. Reserve Time to Speak on an Agenda Item
7. Brian Friedrichsen (Olsson) will be present to perform an overview of the Wastewater Treatment Facility (WWTF) "Construction Progress" meeting that was held on Wednesday, May 4, 2022 at 1:30 p.m. (possible action).
 - a. Discuss - Approve / Deny Rutjens Construction Inc. Pay Request #3 regarding the St. Paul Wastewater Treatment Facility (WWTF) Project #020-2586 in the amount of \$435,069.90. The pay request consists of: Mobilization; Control/Blower building; Storm Water Pollution Prevention Plan; Electrical; and Earthwork.
8. Discuss Brian Friedrichsen's (Olsson) email dated Tuesday, April 12, 2022 concerning the environmental groups thought on the City of St. Paul allowing air-boat access to the Middle Loup River. As Mr. Friedrichsen stated, this will not be an easy process, due to the wetland area. Also, some of these items can take 6-8 months to complete (possible action).
9. Discuss - Approve / Deny the Redevelopment Contract regarding the Prairie Falls Subdivision Redevelopment Project Phase Eight (8), more described as Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Prairie Falls Subdivision in the City of St. Paul, Howard County, Nebraska, and Lots One (1) and Six (6) in Block Four (4) in Harris Subdivision in the City of St. Paul, Howard County, Nebraska.
10. Discuss - Approve / Deny Sons of the American Legion Post #119 requesting an extension of a culvert (east/west) on the north-side drainage ditch of the new American

Legion Post #119 building. Utilities Superintendent Helzer will provide cost estimates on (1) Reinforced Concrete Pipe and (2) Corrugated Steel Pipe.

a. Approve funding source for project.

11. Discuss - Approve / Deny Consent Agenda Items:
 - (1) May 2, 2022 Council minutes (regular); (2) May 16, 2022 disbursements; and (3) May 9, 2022 zoning permits.
12. Discuss - Approve / Deny Ms. Rawlings reimbursing the City of St. Paul for Police Officer uniforms per the City of St. Paul's Non-Union Employment contract Article 19; Section 9: Uniforms.
 - If an employee resigns within one (1) year of employment, he/she shall reimburse the City for uniforms furnished to them.
13. Discuss - Approve / Deny transferring \$200,000 from the City Heritage Bank (Utilities) account and transferring it to the City Homestead Bank checking account to pay future disbursements.
14. Discuss - Approve / Deny the Agreement between the City of St. Paul (Owner) and JEO Consulting Group Inc. (Architect) for Professional Services; this is regarding the new St. Paul Fire Station Programming and Preliminary Design Services project in the amount of \$26,800. The project consists of a preliminary design service for a new Fire Station to be located on a site within the city limits of St. Paul. While the final building size has not been fully determined, it is expected that the Fire Station facility will be approximately 80' x 200' or 16,000 square feet in size. It is anticipated that the new building design will be a Pre-Engineered Metal Building (PEMB) structure. Along with providing programming and preliminary design services, JEO Consulting will assist by developing and opinion of probable construction cost.
15. Discuss - Approve / Deny City of St. Paul "Parking Lot" restrictions for length of time, along with any other additions to the Municipal "Parking" Code.
16. Discuss - Approve / Deny the NE Legislative Bill #256; to adopt the Vacant Property Registration Act. A vacant property registration ordinance allows a municipality to discourage property vacancy, maintain unoccupied buildings, provide a database of vacant properties and their owners, and assess fees for the increased public costs associated with vacant properties. This shall apply to any type of either residential or commercial buildings or both, located within the corporate limits of the City of St. Paul, except any property owned by the federal government, the State of Nebraska, or any political subdivision or any property specifically referenced in Section 11-104 (possible action).
17. Utilities Superintendent Helzer updates
18. Chief of Police Howard updates:
 - (1) Nuisance & Incident Report;
19. Council member updates
20. Mayor Bergman updates:
 - (1) General Obligation Series 2016: \$495,000 bond paid in full on May 1, 2022; the bond paid for Elm Street, Lagoon Clean-out and Kelly Court;
 - (2) All Insured Cash Sweep (ICS) accounts has an interest rate of .65%; previously .45%;
 - (3) Howard County Conditional Use Permit for a Hornady Gun Club located in the S1/2 of S1/2 of Section 30-15-9W of the 6th P.M. in Howard County;

(4) City received on May 10, 2022 the 1st Well field pasture rent from Robert Kanter in the amount of \$5,630;

(5) Date and time of next IBEW 1597 Union Negotiation Workshop.

21. Public Comment Period - restricted to items on the agenda
22. Public Announcements
23. Closed Session: The City of St. Paul reserves the right to go into Closed Session when it is clearly necessary to protect the public interest or for the prevention of needless injury to the reputation of an individual; or pending litigation
24. Mayor Bergman adjourns City Council meeting.
25. Informational Items:
 - (1) Certificates of Deposit April 2022;
26. This agenda, including supporting documentation, is available for public viewing during normal business hours at the City Office, 704 6th Street, St. Paul, Nebraska.

CDA

REDEVELOPMENT CONTRACT
Prairie Falls Redevelopment Project Phase Eight (8)

This Redevelopment Contract is made and entered into as of the 16th day of May, 2022, by and between the Community Development Agency of the **City of St. Paul, Nebraska** ("CDA") and **Mark A. and Brenda M. Starkey** ("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, 2023**.

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 **2023** 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 or 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 attach 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]

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, Member
Date: May 16, 2022

EXHIBIT A

DESCRIPTION OF PROJECT

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

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8) in Prairie Falls Subdivision in the City of St. Paul, Howard County, Nebraska, and Lots One (1) and Six (6) in Block Four (4) in Harris Subdivision in the 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.

Exhibit "A"

LEGAL DESCRIPTION

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), in Prairie Falls Subdivision in the City of St. Paul, Howard County, Nebraska, and Lots One (1) and Six (6) in Block Four (4), in Harris Subdivision in the City of St. Paul, Howard County, Nebraska

EXHIBIT B

CALCULATION OF TIF INDEBTEDNESS

- a. **TIF Indebtedness Amount.** Site Acquisition costs for the Project Site in the amount of \$40,000, 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 \$280,000 as follows:

<i>Incremental Value:</i>	\$280,000
<i>Assumed Tax Levy:</i>	2.109722
<i>Anticipated Tax Increment:</i>	\$ 5,907
<i>Total Tax Increment (15 years):</i>	\$88,605
<i>Interest Rate:</i>	5.0%
<i>TIF Indebtedness Amount:</i>	\$57,333

- 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 16th day of May, 2022 by and **between the Community Development Agency of the City of St. Paul, Nebraska (“CDA”) and Mark A. Starkey and Brenda M. Starkey, (“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 One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8) in Prairie Falls Subdivision in the City of St. Paul, Howard County, Nebraska, and Lots One (1) and Six (6) in Block Four (4) in Harris Subdivision in the 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

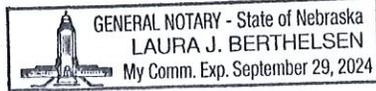
ATTEST:

By: *Connie Jo Beck*
**Connie Jo Beck, City Clerk/Deputy
Treasurer**

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

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this ⁴16th day of May, 2022, by **Connie Jo Beck, City Clerk/Deputy Treasurer and Joel M. Bergman, Mayor**, respectively, of the Community Development Agency of the City of St. Paul, Nebraska, a public body corporate and politic, on behalf of the Authority.



Laura J. Berthelsen
Notary Public

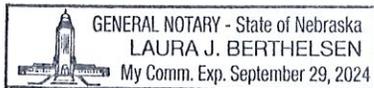
"REDEVELOPER"

Mark A. Starkey
Mark A. Starkey 05-16-2022

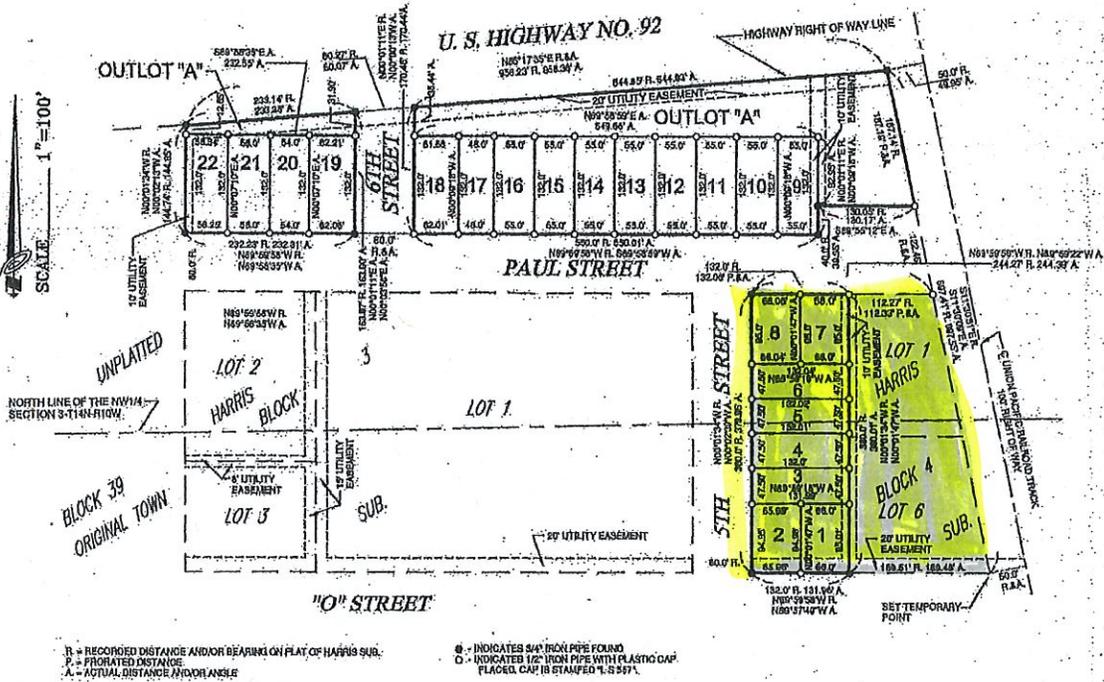
Brenda M. Starkey
Brenda M. Starkey 05-16-2022

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me on May ⁴16, 2022 by **Mark A. Starkey and Brenda M. Starkey** on their own behalf.



Laura J. Berthelsen
Notary Public



R = RECORDED DISTANCE AND/OR BEARING ON PLAY OF HARRIS SUB.
 P = PROXIMATE DISTANCE
 A = ACTUAL DISTANCE AND/OR ANGLE

NOTE: RECORDED BEARING OF N89°17'35" E 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 1/2" IRON PIPE WITH PLASTIC CAP
 PLACED CAP IS STAMPED "S 597"

LEGAL DESCRIPTION

A tract of land comprising all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block One (1), and all of Lots One (1), Two (2), Block Two (2), and all of Lots Two (2), Three (3), Four (4) and Five (5), Block Four (4), all being in Harris Subdivision, a Plat of Blocks 39, 37 and 36, Original Town and plating of Harris Addition to the City of St. Paul, Nebraska, said tract containing 4.075 acres, more or less.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that S S SQUARED ENTERPRISES, LLC, a Nebraska Limited Liability Company, being the owner of the land described herein, have caused same to be surveyed, subdivided, platted and designated as "PRAIRIE FALLS SUBDIVISION" in the City of St. Paul, Howard County, Nebraska, as shown on the accompanying plat thereof, and do hereby sell, convey and warrant to and with the lots owners of said subdivision, the permanent easements as shown thereon, for the location, construction and maintenance of public service utilities forever, together with the right of ingress and egress thereon, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto at ST. PAUL, Nebraska, this 29 day of JANUARY, 2008.

S S SQUARED ENTERPRISES, LLC
 a Nebraska Limited Liability Company
Stephen Shoemaker
 Steve Shoemaker, Member

ACKNOWLEDGEMENT

State of Nebraska
 County of Howard
 On the 29th day of JANUARY, 2008, before me, Connie Jo Beck, Notary Public within and for said County personally appeared Steve Shoemaker, Member of S S SQUARED ENTERPRISES, LLC, a Nebraska Limited Liability Company, to me personally known to be the Member of said Nebraska Limited Liability Company, and the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed as such member, and the voluntary act and deed of said Nebraska Limited Liability Company, and that he was empowered to make the above dedication for and in behalf of said Nebraska Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at St. Paul, Nebraska, on the date last above written.

My commission expires 4-24-10

Connie Jo Beck
 Notary Public

(SEAL)

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. 8

\$ 40,000.00

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)
SERIES 2016A

Maturity Date	Original Issuance Date
December 15, 2038	May 16, 2022
Registered Holder	Principal Amount
S Squared Enterprises, LLC	\$ 40,000.00
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, 2023 December 15, 2023 and each June 15 and December 15 thereafter through December 15, 2038 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 20: A, aggregating Forty Thousand dollars and 00/100 Dollars (\$ 40,000.00) (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.

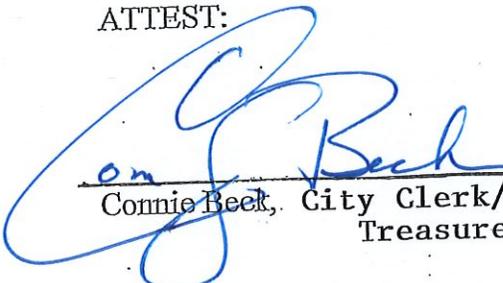
This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

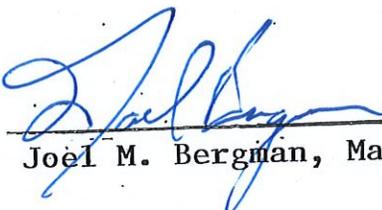
IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

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

ATTEST:



Connie Beck, City Clerk/Deputy
Treasurer



Joel M. Bergman, Mayor

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: 

Authorized Signature
Sally Einsphar

Loan Amortization Calculator

Almost any data field on this form may be calculated. Enter the appropriate numbers in each slot, leaving blank (or zero) the value that you wish to determine, and then click "Calculate" to update the page.

Principal

40000.00

Payments per Year

2

Annual Interest Rate

5.0000

Number of Regular Payments

30

Balloon Payment

Payment Amount

1911.11

Show Amortization Schedule

Calculate

This loan calculator is written and maintained by Bret Whissel.
See [Bret's Blog](#) for help, a spreadsheet, derivations, calculator news, and more information.

Summary

Principal borrowed: \$40,000.00
Regular Payment amount: \$1,911.11
Final Balloon Payment: \$0.00
Interest-only payment: \$1,000.00
***Total Repaid:** \$57,333.30
***Total Interest Paid:** \$17,333.30

Annual Payments: 2
Total Payments: 30 (15.00 years)
Annual interest rate: 5.00%
Periodic interest rate: 2.5000%
Debt Service Constant: 9.5556%
***Total interest paid as a percentage of Principal:** 43.333%

**These results are estimates which do not account for accumulated error of payments being rounded to the nearest cent.*

Loan Amortization Calculator

Almost any data field on this form may be calculated. Enter the appropriate numbers in each slot, leaving blank (or zero) the value that you wish to determine, and then click "Calculate" to update the page.

Principal

Payments per Year

Annual Interest Rate

Number of Regular Payments

Balloon Payment

Payment Amount

 Show Amortization Schedule

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Final Balloon Payment: \$0.00	Annual interest rate: 5.00%
Interest-only payment: \$1,000.00	Periodic interest rate: 2.5000%
*Total Repaid: \$57,333.30	Debt Service Constant: 9.5556%
*Total Interest Paid: \$17,333.30	*Total interest paid as a percentage of Principal: 43.333%

**These results are estimates which do not account for accumulated error of payments being rounded to the nearest cent. See the amortization schedule for more accurate values.*

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	911.11	1,000.00	911.11	1,000.00	39,088.89
2	933.89	977.22	1,845.00	1,977.22	38,155.00
3	957.23	953.88	2,802.23	2,931.10	37,197.77
4	981.17	929.94	3,783.40	3,861.04	36,216.60
5	1,005.70	905.41	4,789.10	4,766.45	35,210.90
6	1,030.84	880.27	5,819.94	5,646.72	34,180.06
7	1,056.61	854.50	6,876.55	6,501.22	33,123.45
8	1,083.02	828.09	7,959.57	7,329.31	32,040.43
9	1,110.10	801.01	9,069.67	8,130.32	30,930.33
10	1,137.85	773.26	10,207.52	8,903.58	29,792.48
11	1,166.30	744.81	11,373.82	9,648.39	28,626.18
12	1,195.46	715.65	12,569.28	10,364.04	27,430.72
13	1,225.34	685.77	13,794.62	11,049.81	26,205.38
14	1,255.98	655.13	15,050.60	11,704.94	24,949.40
15	1,287.37	623.74	16,337.97	12,328.68	23,662.03
16	1,319.56	591.55	17,657.53	12,920.23	22,342.47
17	1,352.55	558.56	19,010.08	13,478.79	20,989.92
18	1,386.36	524.75	20,396.44	14,003.54	19,603.56
19	1,421.02	490.09	21,817.46	14,493.63	18,182.54
20	1,456.55	454.56	23,274.01	14,948.19	16,725.99
21	1,492.96	418.15	24,766.97	15,366.34	15,233.03
22	1,530.28	380.83	26,297.25	15,747.17	13,702.75
23	1,568.54	342.57	27,865.79	16,089.74	12,134.21
24	1,607.75	303.36	29,473.54	16,393.10	10,526.46
25	1,647.95	263.16	31,121.49	16,656.26	8,878.51
26	1,689.15	221.96	32,810.64	16,878.22	7,189.36
27	1,731.38	179.73	34,542.02	17,057.95	5,457.98
28	1,774.66	136.45	36,316.68	17,194.40	3,683.32
29	1,819.03	92.08	38,135.71	17,286.48	1,864.29
30	*1,864.29	46.61	40,000.00	17,333.09	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

5.3 R-2 – RESIDENTIAL DISTRICT

5.3.01 INTENT: It is the intent of this district to provide for the medium density residential uses consisting of single family, two family, multi-family dwelling units, compatible supporting uses, and accessory uses.

5.3.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right:

1. Single family dwellings
2. Two-family dwellings
3. Nursery, primary and secondary education
4. Child care homes
5. Public uses: Including but not limited to public parks, playgrounds, recreational uses, fire stations, public utilities and utility distribution systems, community buildings, public buildings
6. Places of worship such as churches and synagogues

5.3.03 PERMITTED ACCESSORY USES AND STRUCTURES: The following accessory uses and structures shall be permitted:

1. Home occupations in accordance with Section 9.11
2. Accessory uses and structures normally appurtenant to the permitted and conditional uses and structures and constructed of similar and/or acceptable building materials
3. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
4. Towers and Antenna, including television, amateur radio or land mobile towers under 35 feet in height, subject to Section 9.13

5.3.04 CONDITIONAL USES: A building or premises may be used for the following purposes in the R-2 Residential District if a conditional use permit for such use has been obtained in accordance with Article 6 of these regulations:

1. Multi-family dwellings
2. Townhouses
3. Medical campus;
4. Medical clinics and services;

5. Mortuaries, funeral homes and cemeteries;
6. Child care center
7. Museum and art galleries;
8. Retirement and/or nursing homes;
9. Public and private golf courses;
10. Bed and breakfast homes;
11. Communication and utility building and uses, excluding towers over 35 feet;
12. Clubs, fraternities, lodges and meeting places of a non-commercial nature

5.3.05 PROHIBITED USES AND STRUCTURES: All other uses and structures which are not specifically permitted or not permissible as conditional uses shall be prohibited from the R-2 Residential District.

5.3.06 HEIGHT AND AREA REGULATIONS: The maximum height and minimum area regulations shall be as follows:

I. General Requirements:

	Lot Area (Sq. Ft.)*	Lot Width	Required Front Yard	Required Side Yard	Required Rear Yard	Height
Single Family Dwelling	7200**	66'	20'	6'	25'	35'
Two Family Dwelling	3,600 per family**	66' per family	20'	6', 0' of party wall	25'*****	35'
Multifamily Housing	1,800 per family and 7,200 for lot**	66'	20'	6' or 10' if over 30' tall	25'*****	45'
Town-houses	3,600 per family**	33'	20'	6' or 0' if party wall or 10' over 30' tall	25'*****	35'
Other Uses	7200**	66'	20'	6'	25'*****	35'
Accessory Uses			20'	6'***	6'****	25'

* Excluding Road R.O.W.

** If with public/community water and sewer, otherwise 1 acre with any combination of public and private water/sewer systems and 3 acres with both systems being private.

***Increased to 10 feet if vehicular access from alley, and shall not be located on a recorded easement.

****Or 20% of lot depth, whichever is less.

2. Building on corner lots shall provide front yard setbacks of twenty (20) feet on both street frontages; and designate remaining yards two side yards. All requirements of sight triangle shall be met.
3. Building and structures shall not exceed three (3) stories in height. Accessory buildings shall not occupy more than thirty percent of the required area for the rear yard. Attached garages are considered part of principal building.
4. All measurements to structure are taken from the property line unless adjacent to road or street, then from the designated right-of-way line.
5. The side yard setback between individual units of two-family dwellings may be reduced to zero, if one (1) hour fire rated constructed common wall between units starting at the basement level and continuing through to the roof line is maintained.

Amended by Ordinance No. 1022, effective 7/1/2021

5.3.07 PARKING REGULATIONS: Parking within the R-2 District shall be in accordance with the provisions of this ordinance.

5.3.08 SIGN REGULATIONS: Signs within the R-2 District shall be in conformance with the provisions of this ordinance.

AGENDA ITEM REQUEST FORM

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

City Council Meeting Date: _____

Requested Agenda Item: _____

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

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

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

Name (please print): _____

Name (signature): _____

Address: _____

Phone Number: _____

.....
For City Official Use Only

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

___ Referred to City Council Committee for Recommendation

City Council Action Taken: _____

City Funds Authorized: _____



City of St. Paul, Nebraska

704 6th Street • St. Paul, NE 68873

Phone (308) 754-4483

PUBLIC RECORDS REQUEST

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

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

Requester Signature

Printed Name

For City of St. Paul Use Only:

Date Received: _____

Received by: _____

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

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

Complaint Details

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

Witness Details (If applicable)

Name of witness(es) _____
Address _____

Phone Number of witness _____

Complaint Outcome

How would you like this issue resolved? _____

Signature of Complainant

Action taken by City

MEETING MINUTES

CONSTRUCTION PROGRESS MEETING

NAME OF PROJECT:	St. Paul WWTP Improvements
MEETING LOCATION:	St. Paul City Hall
DATE & TIME:	May 4, 2022 @ 1:30 pm
PROJECT #:	020-2586

A. Sign In

See attached

B. Project Components/Status

1. Lift Station/Screening Manhole
 - a. Work to begin mid-July
2. Control/Blower Building
 - a. Earthwork for building pad is complete. Footings have been poured. Mechanical, plumbing, ~~electrical conduits~~ have been installed under slab. Building to show up ~~week of~~ 5-11.
3. SBR Tank/Equipment
 - a. Earthwork for the foundation has been completed. Work to begin next week on the floor.
4. Lagoon Cleaning/Liner Construction
 - a. Work to begin April of 2023
5. Site Piping
 - a. Work to begin early July

C. Construction Schedule / Shop Drawings

1. Rutjens Update / Schedule.
 - a. See attached updated schedule
2. Shop drawing review is ongoing. See attached log.
 - a. Overhead Doors: to be resubmitted
 - b. HDPE Liner: to be resubmitted
 - c. SBR Equipment: Olsson reviewing
 - d. SCADA: Olsson reviewing
 - e. Yard Hydrant: Need
 - f. Concrete Manholes: Need



g. Seeding: Need

D. Pay Request / Change Order

1. Pay Request #3 will be on the May 16th council agenda.
2. Any outstanding items?
 - a. There are some items that have increased in cost from the manufacturer since bidding the project that will require a change order. **Hold off on any change order for now.**
 1. Toshiba Mag Meter: +\$1,197.00
 2. D.I. Air Piping: +\$4,682.30
 - a. We are unable to get the 4" D.I. piping so needed to go to 6"
 3. Increase in size of the Lift Station Lean-to structure to be able to fit all the electrical gear: +\$**Rutjens working on getting**
 4. Needing to add framing to the interior of the building: +\$**Rutjens working on getting**

E. Misc. Discussion Items

1. Some interior and exterior bollards need to be moved away from pier footing. Keep these in a straight line by moving all bollards the same (exterior), move only the bollards that need moved (interior). **Yes, exterior bollards will all be shifted, only interior bollards that need moved will be moved.**
2. Contractor questions
3. City questions
4. **Electrician to add in 1 additional 2" conduit from PLC Cabinet in Lab room and stub out for future phone/fiber use.**
5. **Olsson called Kent Tobler with Black Hills to discuss gas line to building. Olsson to send plans to Black Hills for review.**

F. Next meeting –

1. June 1, 2022, at 1:30 at St. Paul City Hall

SHOP DRAWING SUBMITTAL RECORD

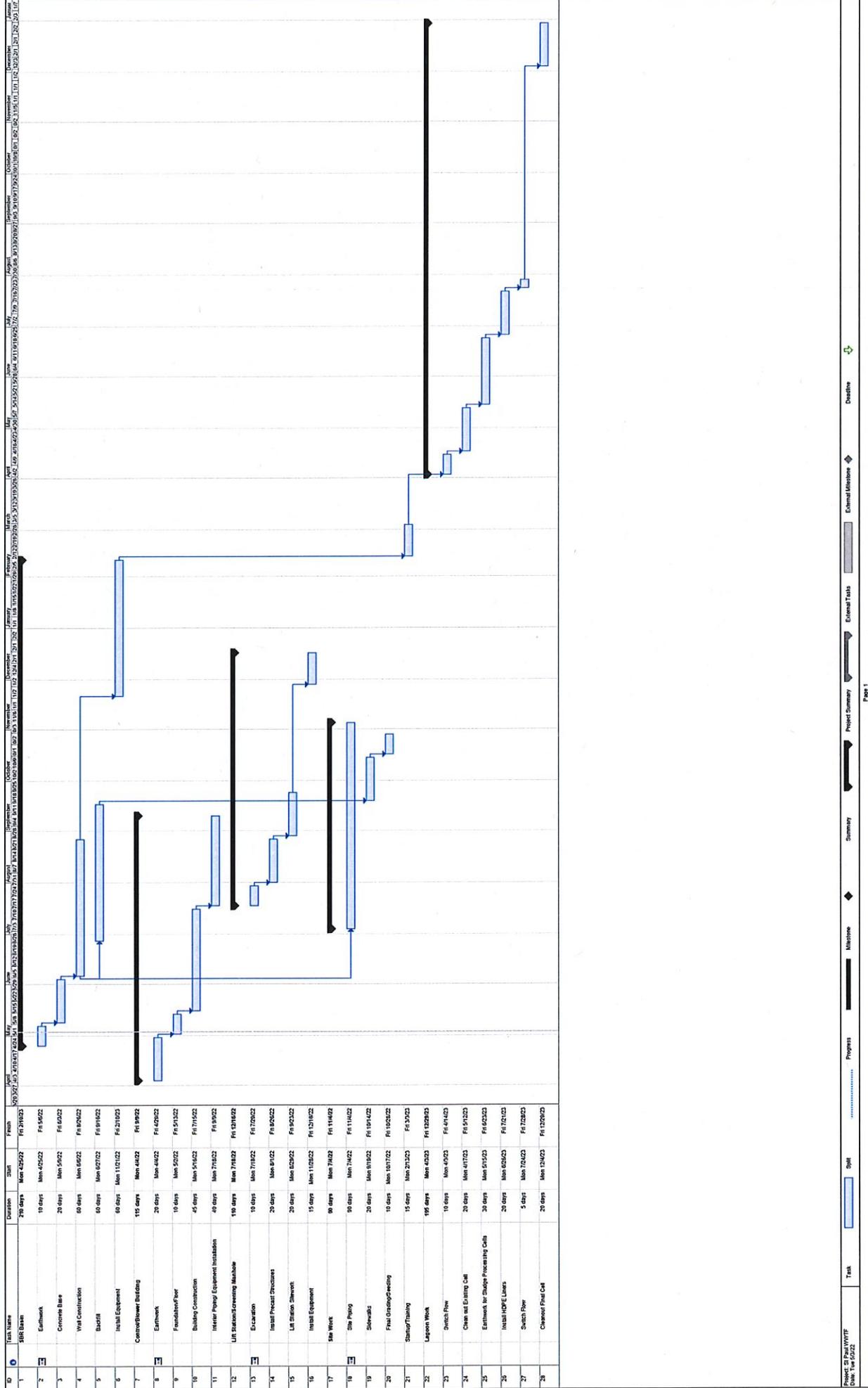


Project Name: St. Paul WWTP Improvements

Contractor: Rutjens Const.

Project No.: 020-2586

Submittal Number	Date Rec'd.	Spec Section #	Description	Buy American	DISPOSITION				Resubmit Required	Date Returned	COPIES TO			
					No Exceptions Noted	Exceptions Noted	Return for Correction	Record Copy			Contractor	Owner	Field	File
1	11/24/2021		Electrical Gear & Lighting				X		Yes	12/1/2021	X	X	X	X
1A	12/3/2021		Lighting Resubmittal		X				No	12/3/2021	X	X	X	X
1B	12/7/2021		Electrical Gear Resubmittal				X		Yes	12/7/2021	X	X	X	X
1C	12/9/2021		Electrical Gear Resubmittal 2		X				No	12/10/2021	X	X	X	X
2	11/30/2021		DI Pipe, DI Fittings, Valve Boxes, Flap Gates, Link Seal, Tapping Saddle	Done	X				No	12/1/2021	X	X	X	X
3	11/30/2021		PVC C900, HDPE Pipe, Castings, Service Line & Fittings, Sewer Pipe & Fittings	Done	X				No	12/1/2021	X	X	X	X
4	11/30/2021		Telescoping Valves	Done			X		Yes	12/1/2021	X	X	X	X
4A	12/23/2021		Telescoping Valves Resubmittal	Done		X			No	12/28/2021	X	X	X	X
5	11/30/2021		Blowers				X		Yes	12/17/2021	X	X	X	X
5A	2/17/2022		Blowers Resubmittal		X				No	2/17/2022	X	X	X	X
6	11/30/2021		Laboratory Cabinets		X				No	12/6/2021	X	X	X	X
7	12/1/2021		Standby Generator				X		Yes	12/2/2021	X	X	X	X
7A	12/3/2021		Standby Generator Resubmittal						No	12/6/2021	X	X	X	X
8	12/2/2021		Submersible Pumps			X			No	12/10/2021	X	X	X	X
8A	1/11/2022		Submersible Pump Test Results		X				No	1/11/2022	X	X	X	X
9	12/2/2021		Davit Crane		X				No	12/3/2021	X	X	X	X
10	12/7/2021		Building Mechanical			X			No	12/10/2021	X	X	X	X
11	12/14/2021		Cast in Place Concrete		X				No	12/15/2021	X	X	X	X
12	12/17/2021		Walk Doors			X			No	1/13/2022	X	X	X	X
13	12/23/2021		Reinforcing Steel	Need					Yes	1/5/2022	X	X	X	X
13A	1/6/2022		Reinforcing Steel Resubmittal	Need		X			No	1/10/2022	X	X	X	X
13B	1/24/2022		Reinforcing Steel (Updated Sheets)	Need	X				No	1/25/2022	X	X	X	X
14	12/23/2021		Unit Heaters				X		Yes	1/4/2022	X	X	X	X
14A	1/24/2022		Unit Heaters Resubmittal		X				No	1/24/2022	X	X	X	X
15	1/3/2022		Snow Guards			X			No	1/14/2022	X	X	X	X
16	1/3/2022		Electrical Wire, Ground Rod, Ground Clamp				X		Yes	1/4/2022	X	X	X	X
16A	1/18/2022		Electrical Wire, Ground Rod, Ground Clamp Resubmittal		X				No	1/19/2022	X	X	X	X
17	1/3/2022		Electrical Boxes, Conduit				X		Yes	1/4/2022	X	X	X	X
17A	1/18/2022		Electrical Boxes, Conduit Resubmittal		X				No	1/19/2022	X	X	X	X
18	1/3/2022		Steel Building	Done		X			No	1/5/2022	X	X	X	X
19	1/5/2022		Overhead Doors				X		Yes	1/27/2022				
20	1/13/2022		Submersible Pump Panel				X		Yes	2/8/2022	X	X	X	X
20A	3/14/2022		Submersible Pump Panel Resubmittal				X		Yes	4/20/2022	X	X	X	X
20B	4/22/2022		Submersible Pump Panel Resubmittal		X				No	4/25/2022	X	X	X	X
21	1/13/2022		Vertical Auger and Grinder		X				No	1/19/2022	X	X	X	X
22	2/17/2022		Walkdoors and Windows				X		Yes	2/2/2022	X	X	X	X
22A	3/21/2022		Walkdoors and Windows Resubmittal		X				No	4/25/2022	X	X	X	X
23	1/20/2022		Signage			X			No	1/27/2022	X	X	X	X
24	1/31/2022		Pitless Adapter		X				No	2/1/2022	X	X	X	X
25	1/31/2022		Flap Gates		X				No	2/1/2022	X	X	X	X
26	1/31/2022		Valves	Done			X		Yes	2/15/2022	X	X	X	X
26A	3/11/2022		Valves	Done		X			No	5/2/2022	X	X	X	X
27	2/3/2022		Insulation			X			No	2/5/2022	X	X	X	X
28	2/8/2022		Chainlink Fence	Need		X			No	2/15/2022	X	X	X	X
29	2/9/2022		Plumbing	Need		X			No	2/15/2022	X	X	X	X
30	2/17/2022		HDPE Liner				X		Yes	2/21/2022				
31	2/18/2022		Flow Meter		X				No	2/25/2022	X	X	X	X
32	3/4/2022		SBR Equipment				X		Yes	3/28/2022				
32A	4/8/2022		SBR Equipment Resubmittal											
33	3/22/2022		Misc. Metals (Stairs, Bollards, Grates)	Need			X		Yes	3/23/2022	X	X	X	X
33A	3/28/2022		Misc. Metals (Stairs, Bollards, Grates)	Need		X			No	3/28/2022	X	X	X	X
34	3/25/2022		Furnace			X			No	3/28/2022	X	X	X	X
35	3/30/2022		Sewer Ejector		X				No	3/31/2022	X	X	X	X
36	4/8/2022		SCADA											
37	4/22/2022		Cast in Place Concrete (building footings)		X				No	4/22/2022	X	X	X	X



ID	Task Name	Duration	Start	Finish
0	SRB Basin	210 days	Mon 4/25/17	Fri 2/16/18
2	Earthwork	10 days	Mon 4/25/17	Fri 5/2/17
3	Concrete Base	20 days	Mon 5/8/17	Fri 6/2/17
4	Wall Construction	60 days	Mon 6/2/17	Fri 8/2/17
5	Backfill	60 days	Mon 6/27/17	Fri 8/16/17
6	Initial Equipment	60 days	Mon 11/2/17	Fri 2/10/18
7	Control Room Building	115 days	Mon 4/22/17	Fri 8/9/17
8	Earthwork	20 days	Mon 4/22/17	Fri 4/29/17
9	Foundation Pier	19 days	Mon 5/22/17	Fri 5/26/17
10	Building Construction	45 days	Mon 5/15/17	Fri 7/13/17
11	Interior Pipe/Equipment Installation	40 days	Mon 7/15/17	Fri 8/2/17
12	LR Stations/Screening Machine	110 days	Mon 7/15/17	Fri 12/15/17
13	Excavation	10 days	Mon 7/15/17	Fri 7/29/17
14	Initial Permit Structures	20 days	Mon 8/1/17	Fri 8/25/17
15	LR Station Structure	20 days	Mon 8/29/17	Fri 9/20/17
16	Initial Equipment	15 days	Mon 11/20/17	Fri 12/15/17
17	Site Work	90 days	Mon 7/24/17	Fri 1/16/18
18	Site Prep	30 days	Mon 7/24/17	Fri 1/16/18
19	Sitework	20 days	Mon 8/19/17	Fri 10/13/17
20	Final Grading/Graveling	10 days	Mon 10/17/17	Fri 10/27/17
21	Storm/Finaling	15 days	Mon 2/13/18	Fri 2/23/18
22	Lagoon Work	105 days	Mon 4/23/17	Fri 12/29/17
23	Switch Row	10 days	Mon 4/23/17	Fri 4/27/17
24	Clean out Existing Cell	20 days	Mon 4/27/17	Fri 5/12/17
25	Earthwork for Sludge Processing Cells	30 days	Mon 5/15/17	Fri 6/2/17
26	Initial HQ/E Lines	20 days	Mon 6/24/17	Fri 7/21/17
27	Switch Row	5 days	Mon 7/24/17	Fri 7/28/17
28	Cleanout Final Cell	20 days	Mon 12/18/17	Fri 1/26/18

Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Wednesday, May 4, 2022 5:02 PM
To: Joe Baxter; Bryan Poltack; adam@rutjensconstruction.com; Bill Gregoski; Connie Beck; Matt Helzer; Jeff Palik
Subject: St. Paul WWTP Improvements - Progress Meeting Minutes
Attachments: St. Paul WWTP Improvements Progress Meeting Minutes (5-4-2022).pdf

All,

Attached are the meeting minutes from todays progress meeting for your use. Please let me know if there are any errors or omissions otherwise these will stand as record.

Thanks,

Brian J. Friedrichsen, PE

Civil

D 308.398.2946

C 308.750.4326

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

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CERTIFICATE OF PAYMENT: 3



Date of Issuance: April 28, 2022

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

Project No.: 020-2586

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

DETAILED ESTIMATE

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

Value of Work Completed This Request: \$483,411.00

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

Total Contract Cost: \$5,516,845.00

Value of completed work and materials stored to date \$564,832.47
 Less retainage percentage 10% \$56,483.25
 Net amount due including this estimate \$508,349.22
 Less: Estimates previously approved:

No. 1 <u>\$57,182.31</u>	No. 11 <u>\$0.00</u>	No. 20 <u>\$0.00</u>
No. 2 <u>\$16,097.01</u>	No. 12 <u>\$0.00</u>	No. 21 <u>\$0.00</u>
No. 3 <u>\$0.00</u>	No. 13 <u>\$0.00</u>	No. 22 <u>\$0.00</u>
No. 4 <u>\$0.00</u>	No. 14 <u>\$0.00</u>	No. 23 <u>\$0.00</u>
No. 5 <u>\$0.00</u>	No. 15 <u>\$0.00</u>	No. 24 <u>\$0.00</u>
No. 6 <u>\$0.00</u>	No. 16 <u>\$0.00</u>	No. 25 <u>\$0.00</u>
No. 7 <u>\$0.00</u>	No. 17 <u>\$0.00</u>	
No. 8 <u>\$0.00</u>	No. 18 <u>\$0.00</u>	Total Previous Estimates: <u>\$73,279.32</u>
No. 9 <u>\$0.00</u>	No. 19 <u>\$0.00</u>	
No. 10 <u>\$0.00</u>		NET AMOUNT DUE THIS ESTIMATE: <u>\$435,069.90</u>

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

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

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

OLSSON

By: *Bill J. Felt*

Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Friday, May 6, 2022 10:26 AM
To: Connie Beck
Subject: St. Paul WWTP Improvements - Pay Request #3
Attachments: 22-04-28_GNCV_Certificate of Payment No. 3.pdf; Drinking Water State Revolving Fund Worksheet_Payment No. 3.xlsx

Connie,

Attached please find pay request #3 from Rutjens to be on the May 16th council meeting. I have also attached the updated SRF worksheet spreadsheet to be sent to the state once the council approves the pay request. If there are any questions please let me know.

Thanks,

Brian J. Friedrichsen, PE

Civil

D 308.398.2946
C 308.750.4326

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



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Pay App.
3

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

Project #: 020-2586
Date: 4/28/2022



ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL QUANTITY TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
						Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period						
1	MOBILIZATION/INSURANCE/BONDS	L.S.	1	\$ 550,000.00	\$ 550,000.00	\$ -	\$ -	0.50	\$ 275,000.00	\$ -	\$ 275,000.00	50.0%	\$ 275,000.00	\$ 27,500.00	
2	LIFTSTATION/SCREENING MANHOLE	L.S.	1	\$ 485,741.00	\$ 485,741.00	\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 485,741.00	\$ -	
	Structures			\$ 234,911.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 234,911.00	\$ -	
	Equipment			\$ 215,874.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 215,874.00	\$ -	
	Site Work (fencing, concrete, equipment shelter)			\$ 34,956.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 34,956.00	\$ -	
3	CONTROL/BLOWER BUILDING	L.S.	1	\$ 645,877.00	\$ 645,877.00	\$ -	\$ -	0.20	\$ 39,362.20	\$ -	\$ 39,362.20	6.1%	\$ 606,514.80	\$ 3,936.22	
	Concrete (pad, sidewalk, driveway, stairs)			\$ 94,631.00		\$ -	\$ -	0.00	\$ 18,926.20	\$ -	\$ 18,926.20	20.0%	\$ 75,704.80	\$ 1,892.62	
	Building Erection			\$ 191,887.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 191,887.00	\$ -	
	Plumbing			\$ 81,744.00		\$ -	\$ -	0.25	\$ 20,436.00	\$ -	\$ 20,436.00	25.0%	\$ 61,308.00	\$ 2,043.60	
	Blowers			\$ 133,255.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 133,255.00	\$ -	
	Cabinetry			\$ 25,584.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 25,584.00	\$ -	
	Generator			\$ 118,776.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 118,776.00	\$ -	
4	SBR TANK/EQUIPMENT	L.S.	1	\$ 985,666.00	\$ 985,666.00	\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 985,666.00	\$ -	
	Concrete (structures, sidewalk)			\$ 475,731.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 475,731.00	\$ -	
	Equipment			\$ 425,744.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 425,744.00	\$ -	
	Stairs & Handrail			\$ 31,966.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 31,966.00	\$ -	
	Piping			\$ 39,725.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 39,725.00	\$ -	
	Fencing			\$ 12,500.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 12,500.00	\$ -	
5	LAGOON CLEANING/LINER CONSTRUCTION	L.S.	1	\$ 621,274.00	\$ 621,274.00	\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 621,274.00	\$ -	
	Equipment Removals and Demo			\$ 37,633.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 37,633.00	\$ -	
	North Cell Decommissioning			\$ 108,941.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 108,941.00	\$ -	
	South Cell Decommissioning			\$ 108,941.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 108,941.00	\$ -	
	Earthwork			\$ 150,015.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 150,015.00	\$ -	
	Liner Construction			\$ 205,125.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 205,125.00	\$ -	
	Site Work (fencing, concrete, splitter structure, signage)			\$ 10,619.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 10,619.00	\$ -	
6	SITE PIPING	L.S.	1	\$ 811,180.00	\$ 811,180.00	\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 811,180.00	\$ -	
	Sanitary (gravity, force main, WAS, etc.)			\$ 290,573.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 290,573.00	\$ -	
	Water			\$ 271,105.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 271,105.00	\$ -	
	Air			\$ 81,655.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 81,655.00	\$ -	
	Valves			\$ 167,847.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 167,847.00	\$ -	
7	SWPPP	L.S.	1	\$ 31,125.00	\$ 31,125.00	\$ -	\$ -	0.00	\$ 7,590.40	\$ -	\$ 7,590.40	24.4%	\$ 23,534.60	\$ 759.04	
	Seeding			\$ 21,637.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 21,637.00	\$ -	
	Silt Fence			\$ 9,488.00		\$ -	\$ -	0.80	\$ 7,590.40	\$ -	\$ 7,590.40	80.0%	\$ 1,897.60	\$ 759.04	
8	ELECTRICAL	L.S.	1	\$ 744,973.00	\$ 744,973.00	\$ -	\$ -	0.00	\$ 37,498.80	\$ 81,421.47	\$ 118,920.27	16.0%	\$ 626,052.73	\$ 11,892.03	
	Lift Station (10%)			\$ 75,147.00		\$ -	\$ -	0.00	\$ -	\$ 6,353.59	\$ 6,353.59	8.5%	\$ 68,793.41	\$ 635.36	
	Site Work (17%)			\$ 125,510.00		\$ -	\$ -	0.00	\$ -	\$ 28,686.67	\$ 28,686.67	22.9%	\$ 96,823.33	\$ 2,886.67	
	Control/Blower Building (50%)			\$ 374,988.00		\$ -	\$ -	0.10	\$ 37,498.80	\$ 31,767.95	\$ 69,266.75	18.5%	\$ 305,721.25	\$ 6,926.68	
	SBR (23%)			\$ 169,328.00		\$ -	\$ -	0.00	\$ -	\$ 14,613.26	\$ 14,613.26	8.6%	\$ 154,714.74	\$ 1,461.33	
9	MECHANICAL	L.S.	1	\$ 147,941.00	\$ 147,941.00	\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 147,941.00	\$ -	
10	NEW SUBMERSIBLE WELL	L.S.	1	\$ 45,864.00	\$ 45,864.00	\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 45,864.00	\$ -	
11	EARTHWORK	L.S.	1	\$ 387,204.00	\$ 387,204.00	\$ -	\$ -	0.00	\$ 123,959.60	\$ -	\$ 123,959.60	32.0%	\$ 263,244.40	\$ 12,395.96	
	Lift Station			\$ 15,221.00		\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 15,221.00	\$ -	
	Control/Blower Building			\$ 165,210.00		\$ -	\$ -	0.50	\$ 82,605.00	\$ -	\$ 82,605.00	50.0%	\$ 82,605.00	\$ 8,260.50	
	SBR			\$ 206,773.00		\$ -	\$ -	0.20	\$ 41,354.60	\$ -	\$ 41,354.60	20.0%	\$ 165,418.40	\$ 4,135.46	
12	SCADA	L.S.	1	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	0.00	\$ -	\$ -	\$ -	0.0%	\$ 60,000.00	\$ -	
Change Order															
Contract Total					\$ 5,516,845.00	\$ -	\$ -	0.00	\$ 483,411.00	\$ 81,421.47	\$ 564,832.47	10.2%	\$ 4,952,012.53	\$ 56,483.25	

Contractor's Application for Payment No. 3

Application Period:		Application Date: 4/28/2022
To (Owner): City of St Paul	From (Contractor): Rutjens Construction Inc.	Via (Engineer): Olsson
Project: Wastewater Treatment Facility	Contract:	
Contractor's Project No.: 827		Engineer's Project No.: 020-2586

**Application For Payment
Change Order Summary**

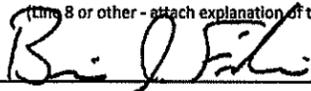
Approved Change Orders			
Number	Additions	Deductions	
1			1. ORIGINAL CONTRACT PRICE..... \$ 5,516,845.00
			2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 ± 2)..... \$ 5,516,845.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 564,832.47
			5. RETAINAGE:
			a. 10% X \$483,411.00 Work Completed..... \$ 48,341.10
			b. 10% X \$81,421.47 Stored Material..... \$ 8,142.15
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ 56,483.25
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 508,349.22
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 73,279.32
			8. AMOUNT DUE THIS APPLICATION..... \$ 435,069.90
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 5,008,495.78
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

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

Contractor Address

Contractor Signature
By:  Date: 4/28/2022

Payment of: \$ 435,069.90
(Line 8 or other - attach explanation of the other amount)

Is recommended by:  5/5/2022
(Engineer) (Date)

Payment of: \$ 435,069.90
(Line 8 or other - attach explanation of the other amount)

Is approved by: _____
(Owner) (Date)

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

Progress Estimate

Contractor's Application

For (Contract): Wastewater Treatment Facility						Application Number: 3					
Application Period: 4/1/2022-5/1/2022						Application Date: 4/28/2022					
A				B	C	D	E	F		G	
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
		Item Quantity	Units	Unit Price							Total Value of Item (\$)
1	Mobilization/Insurance/Bonds	1	L.S.	\$550,000.00	\$550,000.00	0.50	\$275,000.00	\$275,000.00	50.0%	\$275,000.00	
2	Lift Station/Screening Manhole	1	L.S.	\$485,741.00	\$485,741.00					\$485,741.00	
	Structures			\$234,911.00						\$234,911.00	
	Equipment			\$215,874.00						\$215,874.00	
	Site Work (fencing, concrete, equipment shelter)			\$34,956.00						\$34,956.00	
3	Control/Blower Building	1	L.S.	\$645,877.00	\$645,877.00		\$39,362.20	\$39,362.20	6.1%	\$606,514.80	
	Concrete (Pad, Sidewalk, Driveway, Stairs)			\$94,631.00		0.20	\$18,926.20	\$18,926.20	20.0%	\$75,704.80	
	Building Erection			\$191,887.00						\$191,887.00	
	Plumbing			\$81,744.00		0.25	\$20,436.00	\$20,436.00	25.0%	\$61,308.00	
	Blowers			\$133,255.00						\$133,255.00	
	Cabinetry			\$25,584.00						\$25,584.00	
	Generator			\$118,776.00						\$118,776.00	
4	SBR Tank/Equipment	1	L.S.	\$985,666.00	\$985,666.00					\$985,666.00	
	Concrete (structures, sidewalk)			\$475,731.00						\$475,731.00	
	Equipment			\$425,744.00						\$425,744.00	
	Stairs & Handrail			\$31,966.00						\$31,966.00	
	Piping			\$39,725.00						\$39,725.00	
	Fencing			\$12,500.00						\$12,500.00	
5	Lagoon Cleaning/Liner Construction	1	L.S.	\$621,274.00	\$621,274.00					\$621,274.00	
	Equipment Removals and Demo			\$37,633.00						\$37,633.00	
	North Cell Decommissioning			\$108,941.00						\$108,941.00	
	South Cell Decommissioning			\$108,941.00						\$108,941.00	
	Earthwork			\$150,015.00						\$150,015.00	
	Liner Construction			\$205,125.00						\$205,125.00	
	Site work (fencing, concrete splitter structure, signage)			\$10,619.00						\$10,619.00	
6	Site Piping	1	L.S.	\$811,180.00	\$811,180.00					\$811,180.00	
	Sanitary (gravity, force main, WAS, etc.)			\$290,573.00						\$290,573.00	
	Water			\$271,105.00						\$271,105.00	
	Air			\$81,655.00						\$81,655.00	
	Valves			\$167,847.00						\$167,847.00	
7	SWPPP	1	L.S.	\$31,125.00	\$31,125.00		\$7,590.40	\$7,590.40	24.4%	\$23,534.60	
	Seeding			\$21,637.00						\$21,637.00	
	Silt Fence			\$9,488.00		0.80	\$7,590.40	\$7,590.40	80.0%	\$1,897.60	
8	Electrical	1	L.S.	\$744,973.00	\$744,973.00		\$37,498.80	\$81,421.47	16.0%	\$626,052.73	

Progress Estimate

Contractor's Application

For (Contract): Wastewater Treatment Facility						Application Number: 3					
Application Period: 4/1/2022-5/1/2022						Application Date: 4/28/2022					
A					B	C	D	E	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	Lift Station (10%)			\$75,147.00				\$6,353.59	\$6,353.59	8.5%	\$68,793.41
	Sitework (17%)			\$125,510.00				\$28,686.67	\$28,686.67	22.9%	\$96,823.33
	Control/Blower Building (50%)			\$374,988.00		0.10	\$87,498.80	\$31,767.95	\$69,266.75	18.5%	\$305,721.25
	SBR (23%)			\$169,328.00				\$14,613.26	\$14,613.26	8.6%	\$154,714.74
9	Mechanical	1	L.S.	\$147,941.00	\$147,941.00						\$147,941.00
10	New Submersible Well	1	L.S.	\$45,864.00	\$45,864.00						\$45,864.00
11	Earthwork	1	L.S.	\$387,204.00	\$387,204.00		\$123,959.60		\$123,959.60	32.0%	\$263,244.40
	Lift Station			\$15,221.00							\$15,221.00
	Control/Blower Building			\$165,210.00		0.50	\$82,605.00		\$82,605.00	50.0%	\$82,605.00
	SBR			\$206,773.00		0.20	\$41,354.60		\$41,354.60	20.0%	\$165,418.40
12	SCADA	1	L.S.	\$60,000.00	\$60,000.00						\$60,000.00
Totals				\$5,516,845.00	\$5,516,845.00		\$483,411.00	\$81,421.47	\$564,832.47	10.2%	\$4,952,012.53

Connie Beck

From: Brian Friedrichsen <bfriedrichsen@olsson.com>
Sent: Tuesday, April 12, 2022 2:55 PM
To: Connie Beck; Matt Helzer
Subject: St. Paul River Property

Connie/Matt,

Like we chatted this morning, I reached out to our environmental group to get their thoughts on what the permitting would look like to clean up the City's river ground to allow boat access. I also spoke with Nebraska Game and Parks and they agreed with what our environmental group had to say. So below is a list and estimated cost of what permitting would be needed and what it would take for Olsson to complete the work:

1. Wetland Delineation (mapping out all wetland areas, probably going to be the majority of the property) - \$6k
2. Corps Permit (If total waters of the US (WOUS) impacts are less than ½ acre, includes correspondence with NGPC & USFWS) - \$5k
3. Wetland Mitigation Plan (if impacts to WOUS is over 0.1 acre) – This includes creating wetlands to replace those lost to the project. This is usually at a 2:1 or 4:1 (created:impacted) ratio. - \$15k
4. Wetland Mitigation Monitoring (minimum 5 years) - \$5k/year
5. Floodplain Permit - \$3.5k
6. NPDES Permit (Stormwater permit) - \$2.5k

As you can see this will not be an easy process due to the wetland areas that are on that parcel. Also keep in mind that some of these items can take 6-8 months to get through as well. Probably not the response you were looking for but hopefully this helps make a decision.

Let me know if there are any questions.

Thanks,

Brian J. Friedrichsen, PE

Civil

D 308.398.2946

C 308.750.4326

201 E. Second Street

Grand Island, NE 68801

O 308.384.8750

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City Council

REDEVELOPMENT CONTRACT
Prairie Falls Redevelopment Project Phase Eight (8)

This Redevelopment Contract is made and entered into as of the 16th day of May, 2022, by and between the Community Development Agency of the **City of St. Paul, Nebraska ("CDA")** and **Mark A. and Brenda M. Starkey ("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, 2023**.

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 **2023** 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 or 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 attach 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]

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, Member
Date: May 16, 2022

EXHIBIT A

DESCRIPTION OF PROJECT

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

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8) in Prairie Falls Subdivision in the City of St. Paul, Howard County, Nebraska, and Lots One (1) and Six (6) in Block Four (4) in Harris Subdivision in the 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.

Exhibit "A"

LEGAL DESCRIPTION

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), in Prairie Falls Subdivision in the City of St. Paul, Howard County, Nebraska, and Lots One (1) and Six (6) in Block Four (4), in Harris Subdivision in the City of St. Paul, Howard County, Nebraska

EXHIBIT B

CALCULATION OF TIF INDEBTEDNESS

- a. **TIF Indebtedness Amount.** Site Acquisition costs for the Project Site in the amount of \$40,000, 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 \$280,000 as follows:

<i>Incremental Value:</i>	\$280,000
<i>Assumed Tax Levy:</i>	2.109722
<i>Anticipated Tax Increment:</i>	\$ 5,907
<i>Total Tax Increment (15 years):</i>	\$88,605
<i>Interest Rate:</i>	5.0%
<i>TIF Indebtedness Amount:</i>	\$57,333

- 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 16th day of May, 2022 by and **between the Community Development Agency of the City of St. Paul, Nebraska (“CDA”) and Mark A. Starkey and Brenda M. Starkey, (“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 One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8) in Prairie Falls Subdivision in the City of St. Paul, Howard County, Nebraska, and Lots One (1) and Six (6) in Block Four (4) in Harris Subdivision in the 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

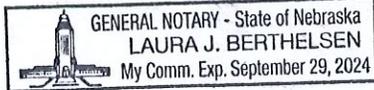
ATTEST:

By: *Connie Jo Beck*
**Connie Jo Beck, City Clerk/Deputy
Treasurer**

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

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this ⁴16th day of May, 2022, by **Connie Jo Beck, City Clerk/Deputy Treasurer and Joel M. Bergman, Mayor**, respectively, of the Community Development Agency of the City of St. Paul, Nebraska, a public body corporate and politic, on behalf of the Authority.



Laura J. Berthelsen
Notary Public

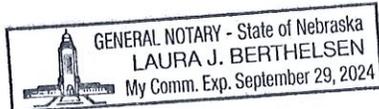
"REDEVELOPER"

Mark A. Starkey
Mark A. Starkey 05-16-2022

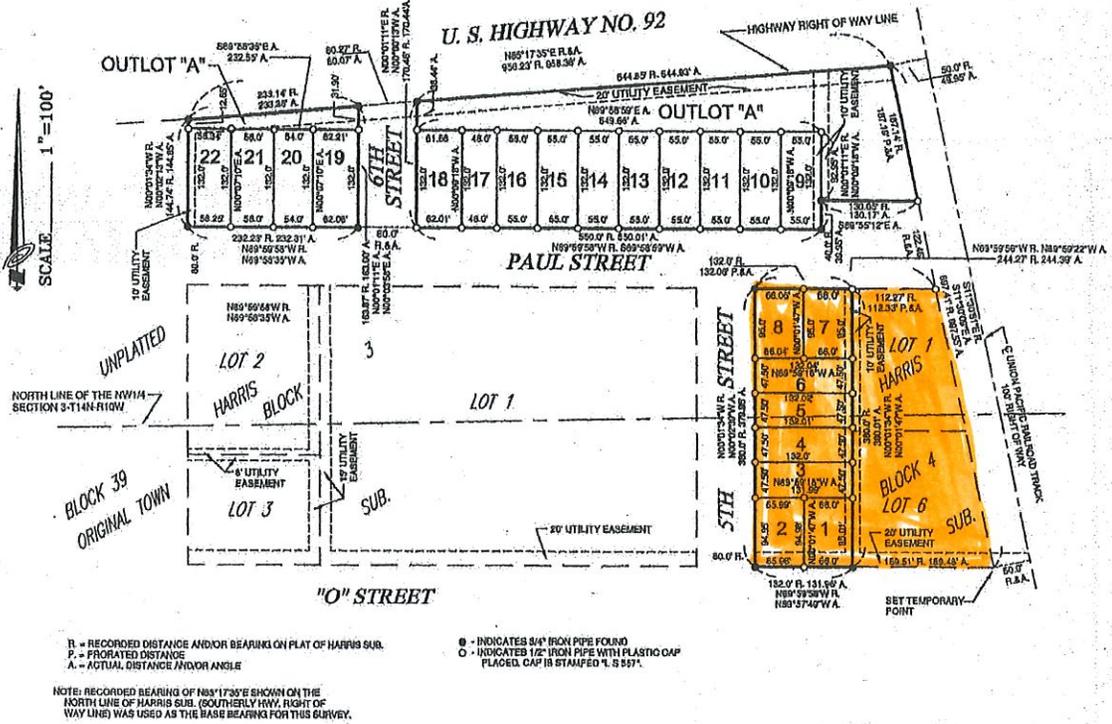
Brenda M. Starkey
Brenda M. Starkey 05-16-2022

STATE OF NEBRASKA)
)ss.
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me on May ⁴16, 2022 by **Mark A. Starkey and Brenda M. Starkey** on their own behalf.



Laura J. Berthelsen
Notary Public



LEGAL DESCRIPTION

A tract of land comprising all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block One (1), and all of Lots One (1), Two (2), Block Two (2), and all of Lot Two (2), Three (3), Four (4) and Five (5), Block Four (4), all being in Harris Subdivision, a Replat of Blocks 36, 37 and 38, Original Town and platting of Harris Addition to the City of St. Paul, Nebraska, said tract containing 4.875 acres, more or less.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that S SQUARED ENTERPRISES, LLC, a Nebraska Limited Liability Company, being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "PRAIRIE FALLS SUBDIVISION" in the City of St. Paul, Howard County, Nebraska, as shown on the accompanying plat thereof, and do hereby sell, convey and warrant to and with the lots owners of said subdivision, the permanent easements as shown thereon, for the location, obstruction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto at ST PAUL, Nebraska, this 29 day of JANUARY, 2008.

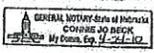
S SQUARED ENTERPRISES, LLC
a Nebraska Limited Liability Company
Sieve Shoemaker
Sieve Shoemaker, Member

ACKNOWLEDGEMENT

State of Nebraska
County of Howard
On the 29th day of JANUARY, 2008, before me, Cornie Jo Beck, a Notary Public within and for said County, personally appeared Sieve Shoemaker, Member of S SQUARED ENTERPRISES, LLC, a Nebraska Limited Liability Company, to me personally known to be the Member of said Nebraska Limited Liability Company, and the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed as such member, and the voluntary act and deed of said Nebraska Limited Liability Company, and that he was empowered to make the above dedication for and in behalf of said Nebraska Limited Liability Company.

IN WITNESS WHEREOF, I have heretofore subscribed my name and affixed my official seal at St. Paul, Nebraska, on the date last above written.

My commission expires 4-24-10
Cornie Jo Beck
Notary Public



(SEAL)

PRAIRIE FALLS
IN THE CITY OF ST. PAUL

STATE OF NEBRASKA # 214
HOWARD COUNTY SS.
FILED FOR RECORD
MO. 30 DAY 7 2008
AT 11:30 O'CLOCK A M. RECORDED
IN BOOK 08 OF RECORD PAGE 693
Marge Palmberg COUNTY CLERK
BY [Signature]

CHG _____
PAID 16.00
FEE BOOK ✓

plat 62
Summer 1503

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. 8

\$ 40,000.00

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)
 SERIES 2016A

Maturity Date	Original Issuance Date
December 15, 2038	May 16, 2022
Registered Holder	Principal Amount
S Squared Enterprises, LLC	\$ 40,000.00
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, 2023 December 15, 2023 and each June 15 and December 15 thereafter through December 15, 2038 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 20: A, aggregating Forty Thousand dollars and 00/100 Dollars (\$ 40,000.00) (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.

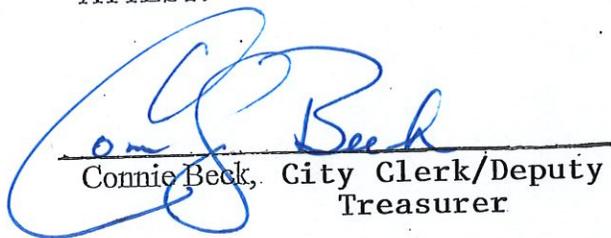
This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

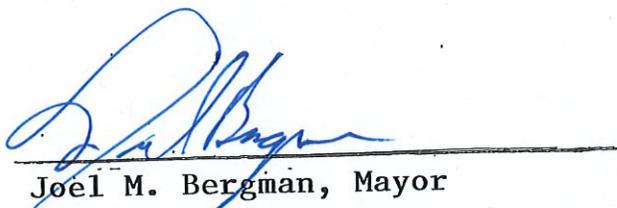
IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF ST. PAUL, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

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

ATTEST:



Connie Beck, City Clerk/Deputy
Treasurer



Joel M. Bergman, Mayor

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: 

Authorized Signature
Sally Einsphar

TIF PROJECT Fund Numbers		TIF Project Name		Name	Base Yr to Collect	Year Complete	Rev. Fund Code
TIF Fund #	TIF Project Name	Name	Base Yr to Collect	Year Complete	Rev. Fund Code		
1	8650 Bomgaars	Next Generation Prop.	2007	2015			
2	8651 CHS Enterprises	Cory & Heather Schmidt	2008	2018			
3	8652 Lots 15 & 16, Prairie Falls	Diane Johnson	2017		68-900		
4	8653 Lot 13, Dalton Meadows	Jeremy Taylor	2017		68-901		
5	8654 Lot 16, Dalton Meadows	Roy Barta	2017		68-902		
6	8655 Lot 14, Dalton Meadows	Brock Prater	2018		68-903		
7	8656 Lot 18, Dalton Meadows	Chad & Brenda Wells	2018		68-904		
8	8657 Lots 13 & 14, Prairie Falls	Ramiro Mendez (Starkey)	2018		68-905		
9	8658 Lot 4, Dalton Meadows	Bryan & Theresa Robinson	2018		68-906		
10	8659 Lots 11 & 12, Prairie Falls	Mike Sok	2018		68-907		
11	8660 Lot 3, Dalton Meadows	Spencer Robinson	2019		68-908		
12	8661 Lot 9 - 13, Block 78, O.T.	Bed Head Coffee - M. Yutesler	2020		68-909		
13	8662 Lot 2, Block 3, Harris Sub.	Cory / Tarra Larsen	2020		68-910		
14	8663 Lots 17 & 18, Prairie Falls	Mark Dvorak	2021		68-911		
15	8664 Lot 19, Dalton Meadows	Contractor: Beyond Blueprints	2021		68-912		
16	8665 Lot 20, Dalton Meadows	Tyler Solko	2021		68-913		
17	8666 Kevin Brandt: VOIDED: Backed Out - S/B 2021 Home				68-914		
18	8667 Lot 6, Dalton Meadows	Scott & Heather Seaman	2021		68-915		
19	8668 Lots 19 & 20, Prairie Falls	Contractor: Chris Meyer	2021		68-916		
20	8669 Lots 21 & 22, Prairie Falls	Contractor: Chris Meyer	2021		68-917		
21	8670 Lots 1-8 Prairie Falls & Lots 1 and 6, Blk 4 in Harris Subd.	Mark Starkey	2022		68-918		
Lot 9, Dalton Meadows		Contractor Matt McCarty - TOWNHOMES			Notice to Divide Not Signed Yet!!!		
		Notice to Divide: Caitlin Jerabek HOLDING off: construction prices go down!!!					
		(Stated 3-12-21: Wait another Year)					
		Caitlin Jerabek: Permit Approved in August 2020					

Loan Amortization Calculator

Almost any data field on this form may be calculated. Enter the appropriate numbers in each slot, leaving blank (or zero) the value that you wish to determine, and then click "Calculate" to update the page.

Principal

40000.00

Payments per Year

2

Annual Interest Rate

5.0000

Number of Regular Payments

30

Balloon Payment

Payment Amount

1911.11

Show Amortization Schedule

Calculate

This loan calculator is written and maintained by Bret Whissel.
See [Bret's Blog](#) for help, a spreadsheet, derivations, calculator news, and more information.

Summary

Principal borrowed: \$40,000.00	Annual Payments: 2
Regular Payment amount: \$1,911.11	Total Payments: 30 (15.00 years)
Final Balloon Payment: \$0.00	Annual interest rate: 5.00%
Interest-only payment: \$1,000.00	Periodic interest rate: 2.5000%
*Total Repaid: \$57,333.30	Debt Service Constant: 9.5556%
*Total Interest Paid: \$17,333.30	*Total interest paid as a percentage of Principal: 43.333%

**These results are estimates which do not account for accumulated error of payments being rounded to the nearest cent.*

Loan Amortization Calculator

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5.0000

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30

Balloon Payment

Payment Amount

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*Total Interest Paid: \$17,333.30	*Total interest paid as a percentage of Principal: 43.333%

**These results are estimates which do not account for accumulated error of payments being rounded to the nearest cent. See the amortization schedule for more accurate values.*

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	911.11	1,000.00	911.11	1,000.00	39,088.89
2	933.89	977.22	1,845.00	1,977.22	38,155.00
3	957.23	953.88	2,802.23	2,931.10	37,197.77
4	981.17	929.94	3,783.40	3,861.04	36,216.60
5	1,005.70	905.41	4,789.10	4,766.45	35,210.90
6	1,030.84	880.27	5,819.94	5,646.72	34,180.06
7	1,056.61	854.50	6,876.55	6,501.22	33,123.45
8	1,083.02	828.09	7,959.57	7,329.31	32,040.43
9	1,110.10	801.01	9,069.67	8,130.32	30,930.33
10	1,137.85	773.26	10,207.52	8,903.58	29,792.48
11	1,166.30	744.81	11,373.82	9,648.39	28,626.18
12	1,195.46	715.65	12,569.28	10,364.04	27,430.72
13	1,225.34	685.77	13,794.62	11,049.81	26,205.38
14	1,255.98	655.13	15,050.60	11,704.94	24,949.40
15	1,287.37	623.74	16,337.97	12,328.68	23,662.03
16	1,319.56	591.55	17,657.53	12,920.23	22,342.47
17	1,352.55	558.56	19,010.08	13,478.79	20,989.92
18	1,386.36	524.75	20,396.44	14,003.54	19,603.56
19	1,421.02	490.09	21,817.46	14,493.63	18,182.54
20	1,456.55	454.56	23,274.01	14,948.19	16,725.99
21	1,492.96	418.15	24,766.97	15,366.34	15,233.03
22	1,530.28	380.83	26,297.25	15,747.17	13,702.75
23	1,568.54	342.57	27,865.79	16,089.74	12,134.21
24	1,607.75	303.36	29,473.54	16,393.10	10,526.46
25	1,647.95	263.16	31,121.49	16,656.26	8,878.51
26	1,689.15	221.96	32,810.64	16,878.22	7,189.36
27	1,731.38	179.73	34,542.02	17,057.95	5,457.98
28	1,774.66	136.45	36,316.68	17,194.40	3,683.32
29	1,819.03	92.08	38,135.71	17,286.48	1,864.29
30	*1,864.29	46.61	40,000.00	17,333.09	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

5.3 R-2 – RESIDENTIAL DISTRICT

5.3.01 INTENT: It is the intent of this district to provide for the medium density residential uses consisting of single family, two family, multi-family dwelling units, compatible supporting uses, and accessory uses.

5.3.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right:

1. Single family dwellings
2. Two-family dwellings
3. Nursery, primary and secondary education
4. Child care homes
5. Public uses: Including but not limited to public parks, playgrounds, recreational uses, fire stations, public utilities and utility distribution systems, community buildings, public buildings
6. Places of worship such as churches and synagogues

5.3.03 PERMITTED ACCESSORY USES AND STRUCTURES: The following accessory uses and structures shall be permitted:

1. Home occupations in accordance with Section 9.11
2. Accessory uses and structures normally appurtenant to the permitted and conditional uses and structures and constructed of similar and/or acceptable building materials
3. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
4. Towers and Antenna, including television, amateur radio or land mobile towers under 35 feet in height, subject to Section 9.13

5.3.04 CONDITIONAL USES: A building or premises may be used for the following purposes in the R-2 Residential District if a conditional use permit for such use has been obtained in accordance with Article 6 of these regulations:

1. Multi-family dwellings
2. Townhouses
3. Medical campus;
4. Medical clinics and services;

5. Mortuaries, funeral homes and cemeteries;
6. Child care center
7. Museum and art galleries;
8. Retirement and/or nursing homes;
9. Public and private golf courses;
10. Bed and breakfast homes;
11. Communication and utility building and uses, excluding towers over 35 feet;
12. Clubs, fraternities, lodges and meeting places of a non-commercial nature

5.3.05 PROHIBITED USES AND STRUCTURES: All other uses and structures which are not specifically permitted or not permissible as conditional uses shall be prohibited from the R-2 Residential District.

5.3.06 HEIGHT AND AREA REGULATIONS: The maximum height and minimum area regulations shall be as follows:

1. General Requirements:

	Lot Area (Sq. Ft.)*	Lot Width	Required Front Yard	Required Side Yard	Required Rear Yard	Height
Single Family Dwelling	7200**	66'	20'	6'	25'	35'
Two Family Dwelling	3,600 per family**	66' per family	20'	6', 0' of party wall	25'****	35'
Multifamily Housing	1,800 per family and 7,200 for lot**	66'	20'	6' or 10' if over 30' tall	25'****	45'
Town-houses	3,600 per family**	33'	20,	6' or 0' if party wall or 10' over 30' tall	25'****	35'
Other Uses	7200**	66'	20'	6'	25'****	35'
Accessory Uses			20'	6'****	6'****	25'

* Excluding Road R.O.W.

** If with public/community water and sewer, otherwise 1 acre with any combination of public and private water/sewer systems and 3 acres with both systems being private.

***Increased to 10 feet if vehicular access from alley, and shall not be located on a recorded easement.

****Or 20% of lot depth, whichever is less.

2. Building on corner lots shall provide front yard setbacks of twenty (20) feet on both street frontages; and designate remaining yards two side yards. All requirements of sight triangle shall be met.
3. Building and structures shall not exceed three (3) stories in height. Accessory buildings shall not occupy more than thirty percent of the required area for the rear yard. Attached garages are considered part of principal building.
4. All measurements to structure are taken from the property line unless adjacent to road or street, then from the designated right-of-way line.
5. The side yard setback between individual units of two-family dwellings may be reduced to zero, if one (1) hour fire rated constructed common wall between units starting at the basement level and continuing through to the roof line is maintained.

Amended by Ordinance No. 1022, effective 7/1/2021

5.3.07 PARKING REGULATIONS: Parking with the R-2 District shall be in accordance with the provisions of this ordinance.

5.3.08 SIGN REGULATIONS: Signs within the R-2 District shall be in conformance with the provisions of this ordinance.

Connie Beck

From: Connie Beck
Sent: Friday, April 29, 2022 2:56 PM
To: sshoe@charter.net
Cc: Joel Bergman
Subject: TIF Project #8 in Prairie Falls Subdivision
Attachments: TIF REDEV CONTRACT PHASE 8 MARK STARKEY.pdf

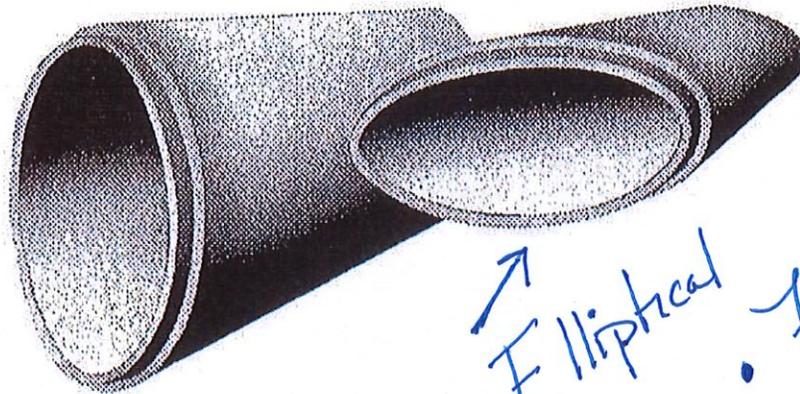
Importance: High

Good Afternoon Steven, can you please review the Redevelopment Contract Phase 8 RE: Mark & Brenda Starkey for any corrections prior to May 11, 2022? The Contract will be for the CDA to approve as well as the City Council; thanks.

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

Sons of American Legion Post #119 Requesting Extension of Culvert			
	Vendor	Material / Supplies	Amount
#1	Concrete Industries, Inc. 6300 Cornhusker Hwy PO Box 29529 Lincoln NE 68529-0529 Ph: 402-432-5353	48" Reinforced Concrete Pipe (Elliptical) Class III: Approximately 100ft. @ \$141.50/LF; 48" Flared End Section Elliptical (inlet); One (1) @ \$1,665 /EA; 48" Sponge Rubber Gasket @ \$23.40 or Preluded Profile Gasket @ \$23.75 x 14 = \$336 Delivery to St. Paul NE - Unloading Not Included @ \$763/Load x 3 = \$2,289	\$ 14,150.00 \$ 1,665.00 \$ 333.00 \$ 2,289.00 \$ 18,437.00
#2	Midwest Service & Sales 602 Rd 5 Schuyler NE 68661 Ph: 402-352-5630	Reinforced Concrete Pipe (RCP) @100 ft: Concrete Pipe / Gasket / Delivery Fee included	\$ 20,450.00
#3	Midwest Service & Sales 602 Rd 5 Schuyler NE 68661 Ph: 402-352-5630	Metal Corrugated Pipe: Requires masonry collar around the adaptor: Adaptor / 100 ft. Steel Pipe Delivery Fee included	\$ 18,500.00
#4	Ace / Eaton Metals 4740 E. 39th Street Kearney NE 68847 Ph: 308-237-5173	Steel Corrugated Metal Pipe: Two (2) 50 ft. Sections x \$151 = \$15,100 Metal Band = \$450 Adaptor \$1,500 / Plus Homemade Cement Collar Delivery Fee included	\$ 15,100.00 \$ 450.00 \$ 1,500.00 \$ 17,050.00
	<u>NOTE:</u>	<u>ALL PRICES ARE SUBJECT TO CHANGE!!!!</u>	

ELLIPTICAL CONCRETE PIPE

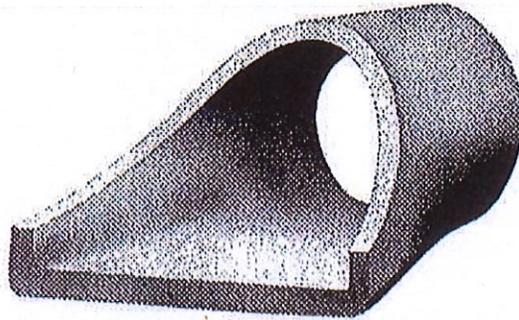


Elliptical • Flare under final piece

ASTM 507 -- REINFORCED CONCRETE ELLIPTICAL CULVERT, STORM DRAIN AND SEWER PIPE					
EQUIVALENT ROUND SIZE (INCHES)	HEIGHT INSIDE (INCHES)	WIDTH INSIDE (INCHES)	WALL THICKNESS (INCHES)	WATERWAY AREA (SQ. FT.)	WEIGHT POUNDS PER FOOT
18	14	23	2 ³ / ₄	1.8	211
24	19	30	3 ¹ / ₄	3.3	319
30	24	38	3 ³ / ₄	5.1	452
36	29	45	4 ¹ / ₂	7.4	625
42	34	53	5	10.2	853
48	38	60	5 ¹ / ₂	12.9	1,061
54	43	68	6	16.6	1,235
60	48	76	6 ¹ / ₂	20.5	1,475
72	58	91	7 ¹ / ₂	29.5	2,040
84	68	106	8 ¹ / ₂	40.1	2,680



ROUND CONCRETE PIPE - FLARED ENDS



PIPE SIZE	LENGTH PER SECTION	WIDTH	WEIGHT PER SECTION
12"	6'-0"	2'-8"	700#
15"	6'-1"	2'-10 $\frac{1}{2}$ "	900#
18"	6'-1"	3'-5"	1,080#
24"	6'-1 $\frac{1}{2}$ "	4'-6"	1,640#
30"	6'-1 $\frac{3}{4}$ "	5'-7"	2,340#
36"	8'-1 $\frac{3}{4}$ "	6'-8"	4,520#
42"	8'-2"	7'-3"	5,760#
48"	8'-2"	7'-10"	6,980#
54"	8'-4"	8'-4"	8,480#

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

Monday, May 2, 2022

A meeting of the Mayor and City Council of the City of St. Paul, Nebraska was held at City Hall in said City on Monday, May 2, 2022 at 7:00 p.m. Present were Mayor Joel M. Bergman and Council members Katie Kowalski and Jerry Thompson. Absent: Council member Mike Feeken and Council member Chuck Schmid. Notice of the meeting was given in advance thereof by publication in the Phonograph Herald, a legal newspaper published in said City and County. Notice of the meeting was also posted in four (4) public places. Notice of this meeting was communicated in the advance notice. All proceeds thereafter shown were taken while the convened meeting was opened to the attendance of the public.

Mayor Bergman opened the meeting at 7:01 p.m. with the "Pledge of Allegiance" and thanking the public for attending and announcing that the City of St. Paul abides by the Open Meetings Act, which is posted on the west wall as required by Nebraska State Law §84-1407 through §84-1414. Mayor Bergman also stated that the City Council may vote to go into Closed Session on any agenda item as allowed by NE State Law §84-1410.

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

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

The City of St. Paul is authorized to enter into an Interlocal Agreement pursuant to the provisions of the Interlocal Cooperation Act, Article VIII, of Chapter 13, R.R.S., 1943. Council member Kowalski moved to approve the Mutual Law Enforcement Assistance Interlocal Agreement - Central Nebraska Special Response Team (SRT). The Agencies that are included in the "Agreement" consist of: the City of St. Paul Police Department; the Howard County Sheriff Office; the Valley County Sheriff Office, the Sherman County Sheriff Office, the Custer County Sheriff Office; and the Nance County Sheriff's Office. Each Agency will cover their own Health Insurance, Workman's Comp and Liability insurance. Council member Thompson seconded the motion. Council member Kowalski, Council member Thompson and Mayor Bergman voted aye, nays none. Motion carried 3/0. The "Agreement" will be emailed to the City's Chief of Police

Dan Howard, Howard County Sheriff's Office (Paul Tartaglia) and the League Association of Risk Management (LARM – Fred Wiebelhaus).

Next on the agenda was an update regarding the renovations to Todd & Michelle Padrnos, 108 Howard Avenue apartments. Chief of Police Dan Howard stated that he has not been able to contact Todd Padrnos. He also stated that Mr. Padrnos has not contacted the St. Paul Development Corp. Executive Director Mike Coghlan regarding funding. Mr. Coghlan stated that there is not a funding program for Mr. Padrnos to utilize; the programs are intended for businesses. The City has given Mr. Padrnos sufficient time to remedy the Howard Avenue apartments, therefore, Council member Kowalski moved to approve moving forward with the nuisance process regarding the apartments. Mayor Bergman seconded the motion. Council member Kowalski and Mayor Bergman voted aye, Council member Thompson voted nay. Motion carried 2/1.

There was a brief discussion on two (2) nuisances regarding: (1) David Eiberger - 304 8th Street (need lien release / partial tree broken on garage) and (2) Todd Padrnos - 1220 Farnum Street (multiple unlicensed vehicles). Chief of Police Dan Howard visited with Mr. Eiberger several weeks ago outlining options to remove the tree limb from his property free of charge; Mr. Eiberger turned down the offer. Utilities Superintendent Helzer will contact Mr. Eiberger's sister to see if she can remedy the nuisance. The St. Paul Police Dept. will begin the process of assessing fines regarding the multiple unlicensed vehicles of Mr. Padrnos.

Council member Kowalski moved to approve the Consent Agenda Items: (1) April 13, 2022 (special) and April 18, 2022 (regular) Council minutes; (2) May 2, 2022 disbursements and (3) private well permits for Mark Starkey (103 8th Street) and Pam Ackles (1705 Custer Street). Council member Thompson seconded the motion. Council members Kowalski, Thompson and Mayor Bergman voted aye, nays none. Motion carried 3/0.

May 2, 2022 Disbursements

Gross Wages - April	119270.18
ABPA Region 12 (license)	90.00
Altec Industries (repair)	1209.84
Amazon Capital Services (books)	1592.31
Ameritas Investments (bonds)	85658.75
BOK Financial (bonds)	5357.50
Bomgaars (supplies)	641.03
Bound to Stay Bound Books (books)	346.28
Bound Tree (supplies)	110.36
Brehm's (supplies)	4.09
Brown, Aubrie (supplies)	59.69
BTS Communications (service)	524.88
Cardmember Svcs (meals, supplies, education, postage)	2312.24
Cengage Learning (books)	39.57
Charter/Spectrum (service)	239.96

City Health Deductible Savings (insurance)	5808.00
City of St. Paul 125 Plan (insurance)	140.00
Consolidated Mgmt (meals)	145.61
Consumer Deposit (Cushing) (rental deposit)	250.00
COR Managed Services (service)	780.00
Core & Main (supplies)	1311.99
Custer County Recycling (Service)	20.40
Demco (supplies)	32.93
Eakes Office Solutions (contract, supplies)	468.84
Elmwood Cemetery (service)	500.00
Filter Care (service)	10.20
Howard Co. Register of Deeds (fee)	30.00
Howard Co. Treasurer (Dispatch Fee)	3122.42
IIMC (dues)	290.00
Madison Nat'l Life (insurance)	182.58
Midland Telecom (supplies)	231.94
Municipal Supply (supplies)	568.18
NE Library Assoc. (supplies)	10.00
Olsson (engineering)	11257.35
Parts Bin (supplies)	204.29
Reams Sprinkler Supply (supplies)	584.24
Regional Care (insurance)	88.00
Resco (supplies)	670.95
S E Smith & Sons (supplies)	10.58
SCEDD (education)	20.00
State of NE Central Svcs (telephone)	164.88
Verizon Wireless (service)	191.32
Wesco (supplies)	235.28
EMT Sinking to ICS (Savings)	9000.00
Fire Equipment Sinking to ICS (Savings)	8000.00
Library Maintenance Sinking to ICS (Savings)	2500.00
Light Bldg/Equip Sinking to ICS (Savings)	6000.00
Pool Sinking to ICS (Savings)	2700.00
Senior Center to ICS (Savings)	3000.00
Street Sinking to ICS (Savings)	30000.00
Water Bldg/Equip Sinking to ICS (Savings)	27500.00
Non-General Disbursements	
Hydro Optimization & Automation (Water ICS)	47452.43
S. Squared Enterprises (Steve Shoemaker) TIF Proceeds	1010.38
Sales Tax: Street Motor Vehicle Tax (to St-Mtr Veh Tax)	3839.23

Sales Tax: 25% Infrastructure (to 25% Infrastructure)	6868.47
Keno: First Light Child Advocacy Center (donation)	1000.00
REDLG: LARM: Crime Insurance for Program (insurance)	1355.00
Keno: Dept of Rev. Charitable Gaming (2% Gross)	5248.00

St. Paul Development Corp. Executive Director Mike Coghlan was present to update the Mayor and City Council members on the construction of a City "Welcome Sign" to be placed on the north-side of St. Paul at the Intersection of US Highway #281 and US Highway #92 on private land. The cost of the sign is \$17,500, which will be disbursed from the Keno fund per the minutes of April 4, 2022. Mr. Coghlan stated that he will contact NE Department of Transportation concerning the north and south signs.

After a brief discussion regarding no available grant funding for the St. Paul Police Dept. In-Car computers, Council member Kowalski moved to approve the City Police Dept. purchasing the L-Tron Corporation In-Car computers (tablets) to be utilized for the MACH System (GPS) and E-Citations. The General Insured Cash Sweep (ICS) account will absorb the cost of \$22,310 for the computers. This item is in the 21-22 Budget. Mayor Bergman seconded the motion. Council members Kowalski and Mayor Bergman voted aye, Council member Thompson voted nay. Motion carried 2/1. Chief of Police Howard will order equipment for three (3) existing patrol vehicles, but will order four (4) Dell Latitudes 5430 Rugged and four (4) Havis, Docking Stations with Advanced Port Replication, Triple Pass-Through Antenna Connection, and Power Supply for Dell Latitude Rugged Notebooks 5430.

Howard County Commissioner Dave Boehle had a meeting with Utilities Superintendent Helzer regarding the continuation of the City of St. Paul's Recycling Trailer. Commissioner Boehle stated that residents outside City limits have been utilizing the trailer and would like it to continue to do so. The Council members were in agreement to discontinue the recycling trailer and table the item until the Howard County Commissioners comes up with a solution to share the hauling expenses to Broken Bow, NE or to provide a financial contribution to the City to cover expenses.

The IBEW 1597 Union negotiation workshop has been cancelled on Wednesday, May 4, 2022 at 6:00 p.m. Instead, two (2) Special Council meetings have been scheduled for Wednesday, May 11, 2022. The Mayor and City Council member will meet at 5:30 p.m. to finish the Council business that didn't get finalized on Monday, May 2, 2022, and then at 6:30 p.m. the Mayor and City Council members will meet regarding an IBEW 1597 Union negotiation workshop. The two (2) meetings will be posted in four (4) usual places in St. Paul, NE.

Utilities Superintendent Helzer stated that he attended the Howard County Commissioner meeting on Tuesday, April 26, 2022 regarding the continuation of the Recycling Trailer; the next Commissioner meeting will be on Friday, May 13, 2022 regarding the trailer.

Electrical Commissioner Ed Thompson was in attendance to report on the City Spring Clean-up Day that was held on Monday, April 25, 2022. City crews took three (3) loads of trees to the Recycling Center; six (6) Dump Truck loads of iron to the Rotary pile; and 5-6 loads of garbage to the Loup Central Landfill. Mr. Thompson also disclosed that 50 clients were served, along with 12,380 lbs. of garbage disposed of at the Loup Central Landfill. Mr. Thompson stated that the Spring Clean-up event was the best turnout and was a success.

Chief of Police Howard updates: (1) City Police Dept. received reimbursement from the Webster County Sheriff regarding Moriah Rawlings armor vest and duty belt in the amount of \$788.96; other police accessory items were billed out this week to Moriah Rawlings in the amount of \$264.99; (2) the Police Dept. has three (3) tablets that they can't utilize, therefore they will be donated to the Water Dept. to be utilized for the G-Works utility card lookup; (3) City Police Dept. received a LARM grant for two (2) sets of "stop sticks"; this will supply all the Police cruisers with "stop sticks"; and (4) City Police Dept. solved a hit and run in St. Paul; the person admitted he was in the wrong.

Mayor Bergman updates: (1) The State and Local Fiscal Recovery Fund (SLFRF) Compliance Reporting has been completed (American Rescue Plan Act - ARPA); US Treasury deadline was April 30, 2022; (2) City Facebook Charter/Spectrum survey: City is requesting input from City residents that have Charter/Spectrum internet service. If you currently have Charter/Spectrum, please comment on the quality of service received, internet speed, internet pricing, and customer service; (3) League of NE Municipalities: Cities and villages need to submit their health insurance response to the NE League of Municipalities by Wednesday, April 27, 2022 deadline, so the League of NE Municipalities can have a health insurance quote by July 1, 2022 from Blue Cross Blue Shield of NE (BCBSNE); and (4) Wastewater Treatment Facility (WWTF) progress meeting is scheduled on Wednesday, May 4, 2022 beginning at 1:30 p.m.

Public Announcements: Mayor Bergman stated that the election date is Tuesday, May 10, 2022; please get out and vote.

Mayor Bergman adjourned the City Council meeting at 7:44 p.m.

Date

Joel M. Bergman, Mayor

Connie Jo Beck, City Clerk/Deputy Treasurer

Disbursements May 16, 2022

Aurora Coop (fuel)	1651.05
Banyon Data Systems (software)	3805.00
Black Hills Energy (natural gas)	804.84
Border States Industries (supplies)	1078.83
Brehm's Drug (supplies)	8.51
CEI Security (supplies)	60.00
City Lights (utilities)	9276.30
Clearly (telephone)	192.67
Cline Williams Law (legal)	26.50
COR Managed Services (service)	800.00
Custer County Recycling (service)	23.80
Dakota Riggers (supplies)	297.42
Dick's Repair (repair)	126.60
Dutton Lainson (supplies)	151.40
Eakes Office Solutions (supplies)	528.58
Entech Pest Management (service)	135.00
Heartland Disposal (service)	6795.50
Heritage Bank (ACH fees)	25.00
Homestead Bank (ACH fees)	21.40
Homestead Bank Wire Fee \$495,000 Pymt (fee)	8.00
Ho Co Register of Deeds (fees)	30.00
Howard County Foundation (fee)	500.00
Howard Greeley RPPD (utilities)	111503.42
Jack's Uniform & Equip (supplies)	203.79
Jim's Champlin (fuel)	1968.13
John Deere Financial (supplies)	91.43
Loup Central Landfill (fee)	2303.00
Menards (supplies)	10.73
Mid-Nebraska Disposal (service)	3565.50
Nebraska Machinery (supplies)	27.30
NMVCA (education)	105.00
One Call Concepts (service)	28.98
Open Caret (service)	200.00
Phonograph Herald (publish)	1016.47
Platte Valley Communications (supplies)	81.00
Quick Med Claims (service)	350.16
S E Smith & Sons (supplies)	9.96
Servi-Tech (lab)	181.05
Dept of Revenue (Form 10) Sales Tax (sales tax)	11251.33
T & R Electric Supply (supplies)	263.00
United Healthcare (insurance)	25949.56
US Post Office (postage)	460.00
Wells Plumbing (repair)	188.33
Wesco Distribution (supplies)	431.33

Non-General Disbursements

General ICS: L-TRON: Police In-Car Computers (computers)

19972.53

CITY OF ST PAUL

05/10/22 4:02 PM

Page 1

*Claim Register©

Disb May16

MAY 21-22

Claim Type

Claim#	1 AURORA CO-OP ELEVATOR CO.	Ck# 068631 5/16/2022	
Cash Payment	E 02-20-231 CITY GAS & OIL Invoice 70625	Wtr - #1 unleaded	\$68.30
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 70801	Pol - #95 unleaded	\$15.24
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 70866	Pol - #96 unleaded	\$50.41
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 70870	Pol - #95 unleaded	\$17.15
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 70885	Pol - #95 unleaded	\$12.38
Cash Payment	E 21-20-231 CITY GAS & OIL Invoice 70918	Strs - #2 unleaded	\$37.67
Cash Payment	E 31-20-231 CITY GAS & OIL Invoice 70964	Fire - #57 unleaded	\$58.45
Cash Payment	E 36-20-231 CITY GAS & OIL Invoice 70990	EMS - #99-1 hwy diesel	\$9.43
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 71009	Pol - #96 unleaded	\$29.43
Cash Payment	E 31-20-231 CITY GAS & OIL Invoice 71092	Fire - #56 unleaded	\$7.80
Cash Payment	E 31-20-231 CITY GAS & OIL Invoice 71093	Fire - #51 hwy diesel	\$33.84
Cash Payment	E 31-20-231 CITY GAS & OIL Invoice 71094	Fire - #55 hwy diesel	\$15.14
Cash Payment	E 31-20-231 CITY GAS & OIL Invoice 71140	Fire - #50 unleaded	\$42.13
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 71141	Pol - #96 unleaded	\$26.62
Cash Payment	E 31-20-231 CITY GAS & OIL Invoice 71174	Fire - #50 unleaded	\$78.34
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 71210	Pol - #95 unleaded	\$17.12
Cash Payment	E 31-20-231 CITY GAS & OIL Invoice 71273	Fire - #51 hwy diesel	\$20.29
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 71286	Pol - #95 unleaded	\$29.49
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 71340	Pol - #95 unleaded	\$21.87
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 71383	Pol - #95 unleaded	\$14.27
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 71437	Pol - #95 unleaded	\$14.26
Cash Payment	E 02-20-231 CITY GAS & OIL Invoice 71462	Wtr - #1 unleaded	\$97.03
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 71464	Pol - #93 unleaded	\$37.63
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 71488	Pol - #95 unleaded	\$15.22
Cash Payment	E 32-20-231 CITY GAS & OIL Invoice 71495	Pol - #96 unleaded	\$44.13
Cash Payment	E 31-20-231 CITY GAS & OIL Invoice 71598	Fire - #51 hwy diesel	\$14.74

CITY OF ST PAUL

05/10/22 4:02 PM

Page 2

*Claim Register©

Disb May16

MAY 21-22

Cash Payment	E 32-20-231 CITY GAS & OIL	Pol - #97 unleaded	\$22.86
	Invoice 71629		
Cash Payment	E 32-20-231 CITY GAS & OIL	Pol - #97 unleaded	\$19.05
	Invoice 71683		
Cash Payment	E 31-20-231 CITY GAS & OIL	Fire - #57 unleaded	\$58.86
	Invoice 71698		
Cash Payment	E 32-20-231 CITY GAS & OIL	Pol - #95 unleaded	\$18.10
	Invoice 71721		
Cash Payment	E 32-20-231 CITY GAS & OIL	Pol - #96 unleaded	\$32.67
	Invoice 71779		
Cash Payment	E 03-20-231 CITY GAS & OIL	Swr - #2 unleaded	\$95.25
	Invoice 71828		
Cash Payment	E 32-20-231 CITY GAS & OIL	Pol - #95 unleaded	\$20.00
	Invoice 71871		
Cash Payment	E 36-20-231 CITY GAS & OIL	EMS - #99-1 hwy diesel	\$67.81
	Invoice 71916		
Cash Payment	E 31-20-231 CITY GAS & OIL	Fire - #57 unleaded	\$19.88
	Invoice 71917		
Cash Payment	E 31-20-231 CITY GAS & OIL	Fire - #54 unleaded	\$85.63
	Invoice 71918		
Cash Payment	E 31-20-231 CITY GAS & OIL	Fire - #52 unleaded	\$21.69
	Invoice 71928		
Cash Payment	E 31-20-231 CITY GAS & OIL	Fire - #54 unleaded	\$24.21
	Invoice 71929		
Cash Payment	E 31-20-231 CITY GAS & OIL	Fire - #56 unleaded	\$22.00
	Invoice 71930		
Cash Payment	E 31-20-231 CITY GAS & OIL	Fire - #51 hwy diesel	\$67.99
	Invoice 71931		
Cash Payment	E 31-20-231 CITY GAS & OIL	Fire - #57 unleaded	\$58.18
	Invoice 71932		
Cash Payment	E 02-20-231 CITY GAS & OIL	Wtr - #1 unleaded	\$97.23
	Invoice 71960		
Cash Payment	E 31-20-231 CITY GAS & OIL	Fire - #56 unleaded	\$14.25
	Invoice 71983		
Cash Payment	E 31-20-231 CITY GAS & OIL	Fire - #51 hwy diesel	\$28.46
	Invoice 71984		
Cash Payment	E 31-20-231 CITY GAS & OIL	Fire - #50 unleaded	\$20.04
	Invoice 71985		
Cash Payment	E 32-20-231 CITY GAS & OIL	Pol - #96 unleaded	\$28.51
	Invoice 71989		

Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total	\$1,651.05
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Claim Type

Claim#	2	BANYON DATA SYSTEMS, INC.	Ck# 068632	5/16/2022		
Cash Payment	E 01-20-309	COMPUTER	Lgts - support for Utility Billing, Fund Acctg, Meter Device, Payroll, Timecard		\$1,600.00	
		Invoice 162815				
Cash Payment	E 02-20-309	COMPUTER	Wtr - support for Utility Billing, Fund Acctg, Meter Device, Payroll, Timecard		\$1,600.00	
		Invoice 162815				
Cash Payment	E 03-20-309	COMPUTER	Swr - support for Utility Billing, Fund Acctg, Meter Device, Payroll, Timecard		\$605.00	
		Invoice 162815				

Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total	\$3,805.00
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Claim Type

Claim#	3	BLACK HILLS ENERGY	Ck# 068633	5/16/2022		
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Cash Payment Invoice	E 02-20-262 BLACKHILLS GAS	Wtr - well house natural gas	\$40.17
Cash Payment Invoice	E 02-20-262 BLACKHILLS GAS	Wtr - well #9 natural gas	\$36.95
Cash Payment Invoice	E 02-20-262 BLACKHILLS GAS	Wtr - WWTP natural gas	\$178.72
Cash Payment Invoice	E 41-20-262 BLACKHILLS GAS	Pool - natural gas	\$35.02
Cash Payment Invoice	E 31-20-262 BLACKHILLS GAS	Fire - natural gas	\$292.28
Cash Payment Invoice	E 21-20-262 BLACKHILLS GAS	Strs - North yards natural gas	\$108.10
Cash Payment Invoice	E 44-20-262 BLACKHILLS GAS	Lib - natural gas	\$113.60
Transaction Date	5/16/2022	Due 0 CHECKING 11100	Total \$804.84

Claim Type

Claim#	4 BORDER STATES INDUSTRIES, IN	Ck# 068634 5/16/2022	
Cash Payment Invoice	E 01-20-270 UTILITY R & M	Lgts - lightning arrestors, ground wire, #8 copper wire	\$1,078.83
Invoice 924117676			
Transaction Date	5/16/2022	Due 0 CHECKING 11100	Total \$1,078.83

Claim Type

Claim#	5 BREHMS DRUG INC .	Ck# 068635 5/16/2022	
Cash Payment Invoice	E 01-20-270 UTILITY R & M	Lgts - stencils for highway lights	\$8.51
Invoice 758888			
Transaction Date	5/16/2022	Due 0 CHECKING 11100	Total \$8.51

Claim Type

Claim#	6 CEI SECURITY SOUND	Ck# 068636 5/16/2022	
Cash Payment Invoice	E 42-20-270 UTILITY R & M	Park - siamese extension cables for old cameras	\$60.00
Invoice WO-1613			
Transaction Date	5/16/2022	Due 0 CHECKING 11100	Total \$60.00

Claim Type

Claim#	7 CITY OF ST PAUL LIGHT	Ck# 068637 5/16/2022	
Cash Payment Invoice	E 10-20-261 CITY LIGHTS	Gen - City, Sr Cntr & siren utilities	\$722.76
Cash Payment Invoice	E 31-20-261 CITY LIGHTS	Fire - Fire house utilities	\$149.15
Cash Payment Invoice	E 42-20-261 CITY LIGHTS	Park - park, batting cage, ball fields, concession stand & well utilities	\$604.71
Cash Payment Invoice	E 41-20-261 CITY LIGHTS	Pool - utilities	\$72.01
Cash Payment Invoice	E 03-20-261 CITY LIGHTS	Swr - sewer lagoon & aerator utilities	\$2,514.30
Cash Payment Invoice	E 21-20-261 CITY LIGHTS	Strs - street lights & yard lights	\$2,742.38
Cash Payment Invoice	E 02-20-261 CITY LIGHTS	Wtr - treatment plant & city well utilities	\$1,800.71
Cash Payment Invoice	E 34-20-261 CITY LIGHTS	Cem - cemetery utilities	\$88.75
Cash Payment Invoice	E 44-20-261 CITY LIGHTS	Lib - Library utilities	\$581.53
Transaction Date	5/16/2022	Due 0 CHECKING 11100	Total \$9,276.30

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Claim Type

Claim#	8	CLINE WILLIAMS LAW FIRM	Ck# 068638	5/16/2022		
Cash Payment	E	10-20-212 LEGAL FEES	Gen - TIF annual report letter			\$26.50
		Invoice 330333				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total	\$26.50

Claim Type

Claim#	9	CUSTER COUNTY RECYCLING	Ck# 068639	5/16/2022		
Cash Payment	E	04-20-325 Recycle Delivery	Lndfl - recycling trailer			\$23.80
		Invoice 432				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total	\$23.80

Claim Type

Claim#	10	DAKOTA RIGGERS & TOOL SUPPL	Ck# 068640	5/16/2022		
Cash Payment	E	01-20-272 TOOLS	Lgts - slings for lifting transformers			\$297.42
		Invoice 600270-IN				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total	\$297.42

Claim Type

Claim#	11	DICKS REPAIR INC	Ck# 068641	5/16/2022		
Cash Payment	E	02-20-271 VEHICLE R & M	Wtr - #93 replace turn signal switch			\$65.76
		Invoice 32475				
Cash Payment	E	03-20-271 VEHICLE R & M	Swr - #93 replace turn signal switch			\$60.84
		Invoice 32475				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total	\$126.60

Claim Type

Claim#	12	DUTTON-LAINSON CO.	Ck# 068642	5/16/2022		
Cash Payment	E	41-20-270 UTILITY R & M	Pool - flush valve kits for toilets			\$75.70
		Invoice 859025-2				
Cash Payment	E	42-20-270 UTILITY R & M	Park - flush valve kits for toilets			\$75.70
		Invoice 859025-2				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total	\$151.40

Claim Type

Claim#	13	EAKES OFFICE SOLUTIONS	Ck# 068643	5/16/2022		
Cash Payment	E	10-20-310 OFFICE SUPPLIES	Gen - pens and mechanical pencils			\$36.52
		Invoice 8483322-0				
Cash Payment	E	32-20-272 TOOLS	Pol - file cabinet			\$451.88
		Invoice 8462746-0				
Cash Payment	E	10-20-520 BLDG/ R & M	Gen - Police copier contract			\$19.72
		Invoice INV358086				
Cash Payment	E	02-20-520 BLDG/ R & M	Wtr - copier contract			\$15.00
		Invoice INV358056				
Cash Payment	E	10-20-520 BLDG/ R & M	Gen - copier contract Helzer			\$5.46
		Invoice INV358085				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total	\$528.58

Claim Type

Claim#	14	ENTECH PEST MANAGEMENT, IN	Ck# 068644	5/16/2022		
Cash Payment	E	10-20-520 BLDG/ R & M	Gen - pest management			\$45.00
		Invoice 26714				
Cash Payment	E	02-20-520 BLDG/ R & M	Wtr - pest management			\$40.00
		Invoice 26717				
Cash Payment	E	41-20-520 BLDG/ R & M	Pool - pest management			\$50.00
		Invoice 26715				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total	\$135.00

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Claim Type

Claim#	15 HEARTLAND DISPOSAL INC.	Ck# 068645	5/16/2022		
Cash Payment	E 31-20-520 BLDG/ R & M	Fire - sanitation hauling			\$45.75
	Invoice 130863				
Cash Payment	E 04-20-520 BLDG/ R & M	Lndfl - sanitation hauling from City office			\$42.00
	Invoice 130863				
Cash Payment	E 21-20-520 BLDG/ R & M	Strs - sanitation hauling from Northyards			\$31.50
	Invoice 130863				
Cash Payment	E 04-30-324 SANITATION HAULING	Lndfl - sanitation hauling			\$6,676.25
	Invoice				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total \$6,795.50

Claim Type

Claim#	16 HOMESTEAD BANK	Ck# 068646	5/16/2022		
Cash Payment	E 10-20-209 Pay ACH Fee	Gen - ACH fees			\$21.40
	Invoice				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total \$21.40

Claim Type

Claim#	17 HOWARD CO REGISTER OF DEED	Ck# 068647	5/16/2022		
Cash Payment	E 34-20-216 RECORDING FEE	Cem - recording fees for Rose and Christensen			\$20.00
	Invoice				
Cash Payment	E 10-20-216 RECORDING FEE	Gen - mortgage release for Lamberson			\$10.00
	Invoice				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total \$30.00

Claim Type

Claim#	18 HOWARD COUNTY FOUNDATION	Ck# 068648	5/16/2022		
Cash Payment	E 36-20-210 PROF&SCHOOLS	EMS - annual administrative fee for Donor-Advised Fund			\$500.00
	Invoice				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total \$500.00

Claim Type

Claim#	19 HOWARD GREELEY RURAL PUBLI	Ck# 068649	5/16/2022		
Cash Payment	E 34-20-260 PUBLIC UTILITY	Public utilities - cemetery			\$36.27
	Invoice				
Cash Payment	E 02-20-260 PUBLIC UTILITY	Public utilities at North well			\$219.89
	Invoice				
Cash Payment	E 02-20-260 PUBLIC UTILITY	Public utilities at East well			\$154.14
	Invoice				
Cash Payment	E 02-20-260 PUBLIC UTILITY	Public utilities at Cargill			\$31.39
	Invoice				
Cash Payment	E 02-20-260 PUBLIC UTILITY	Public utilities at West well			\$669.85
	Invoice				
Cash Payment	E 01-20-260 PUBLIC UTILITY	Public utilities - lights			\$110,937.02
	Invoice				
Cash Payment	E 01-20-260 PUBLIC UTILITY	credit for lights from April billing			-\$545.14
	Invoice				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total \$111,503.42

Claim Type

Claim#	20 JACKS UNIFORM & EQUIPMENT	Ck# 068650	5/16/2022		
Cash Payment	E 32-20-272 TOOLS	Pol - taser holsters			\$203.79
	Invoice 98530A				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total \$203.79

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Claim Type

Claim#	21 JIMS CHAMPLIN INC	Ck# 068651 5/16/2022	
Cash Payment	E 21-20-231 CITY GAS & OIL	Strs - #44 off road diesel	\$39.10
	Invoice 209466		
Cash Payment	E 01-20-231 CITY GAS & OIL	Lgts - #16 unleaded	\$121.81
	Invoice 209543		
Cash Payment	E 21-20-231 CITY GAS & OIL	Strs - #18 off road diesel	\$150.00
	Invoice 208824		
Cash Payment	E 03-20-231 CITY GAS & OIL	Swr - #8 unleaded	\$71.50
	Invoice 208835		
Cash Payment	E 01-20-231 CITY GAS & OIL	Lgts - #40W unleaded	\$104.92
	Invoice 209578		
Cash Payment	E 02-20-231 CITY GAS & OIL	Wtr - #2 unleaded	\$47.00
	Invoice 209607		
Cash Payment	E 21-20-231 CITY GAS & OIL	Strs - #6 unleaded	\$108.44
	Invoice 209604		
Cash Payment	E 01-20-231 CITY GAS & OIL	Lgts - #5 unleaded	\$65.25
	Invoice 209691		
Cash Payment	E 03-20-231 CITY GAS & OIL	Swr - #8 unleaded	\$75.00
	Invoice 209715		
Cash Payment	E 04-20-231 CITY GAS & OIL	Lndfl - #6 unleaded	\$53.63
	Invoice 209778		
Cash Payment	E 21-20-231 CITY GAS & OIL	Strs - #6 unleaded	\$64.56
	Invoice 209767		
Cash Payment	E 42-20-231 CITY GAS & OIL	Park - #9 unleaded	\$101.81
	Invoice 209820		
Cash Payment	E 01-20-231 CITY GAS & OIL	Lgts - #16 unleaded	\$116.34
	Invoice 209870		
Cash Payment	E 01-20-231 CITY GAS & OIL	Lgts - #14W hwy diesel	\$153.03
	Invoice 209921		
Cash Payment	E 10-20-273 PUBLIC MAINTENANCE	Gen - #4 unleaded for spring cleanup day	\$66.40
	Invoice 210036		
Cash Payment	E 21-20-231 CITY GAS & OIL	Strs - #18 off road diesel	\$145.00
	Invoice 210059		
Cash Payment	E 01-20-231 CITY GAS & OIL	Lgts - #40W unleaded	\$106.49
	Invoice 210063		
Cash Payment	E 10-20-273 PUBLIC MAINTENANCE	Gen - #48 hwy diesel for spring cleanup day	\$119.26
	Invoice 211004		
Cash Payment	E 21-20-231 CITY GAS & OIL	Strs - #13 off road diesel	\$120.70
	Invoice 210074		
Cash Payment	E 03-20-231 CITY GAS & OIL	Swr - #93 unleaded	\$25.00
	Invoice 210082		
Cash Payment	E 10-20-273 PUBLIC MAINTENANCE	Gen - #17 off road diesel for spring cleanup day	\$105.00
	Invoice 211006		
Cash Payment	E 03-20-231 CITY GAS & OIL	Swr - #8 unleaded	\$77.40
	Invoice 211026		
Cash Payment	E 01-20-231 CITY GAS & OIL	Lgts - hwy diesel credit	-\$6.79
	Invoice		
Cash Payment	E 10-20-273 PUBLIC MAINTENANCE	Gen - hwy diesel credit	-\$6.79
	Invoice		
Cash Payment	E 01-20-231 CITY GAS & OIL	Lgts - unleaded credit	-\$30.76
	Invoice		
Cash Payment	E 03-20-231 CITY GAS & OIL	Swr - unleaded credit	-\$16.78
	Invoice		

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Cash Payment Invoice	E 01-20-240 PUBLISH / CODIF	Lgts - help wanted ad			\$24.05
Cash Payment Invoice	E 10-20-240 PUBLISH / CODIF	Gen - publish meeting notices and minutes			\$430.24
Cash Payment Invoice	E 02-20-240 PUBLISH / CODIF	Wtr - publish cross connection notice			\$74.25
Cash Payment Invoice	E 04-20-240 PUBLISH / CODIF	Lndfl - publish spring cleanup notices			\$283.50
Cash Payment Invoice	E 41-20-240 PUBLISH / CODIF	Pool - help wanted ads			\$24.50
Cash Payment Invoice	E 32-20-240 PUBLISH / CODIF	Pol - help wanted ads			\$179.93
Transaction Date	5/16/2022	Due 0 CHECKING	11100	Total	\$1,016.47
Claim Type					
Claim#	31 PLATTE VALLEY COMM, INC.	Ck# 068661	5/16/2022		
Cash Payment Invoice	E 32-20-272 TOOLS	Pol - new radio microphone for #97			\$81.00
Transaction Date	5/16/2022	Due 0 CHECKING	11100	Total	\$81.00
Claim Type					
Claim#	32 S E SMITH AND SONS	Ck# 068662	5/16/2022		
Cash Payment Invoice	E 42-20-270 UTILITY R & M	Park - duplicate keys			\$9.96
Transaction Date	5/16/2022	Due 0 CHECKING	11100	Total	\$9.96
Claim Type					
Claim#	33 SERVI-TECH INC	Ck# 068663	5/16/2022		
Cash Payment Invoice	E 03-20-232 LAB SAMPLE	Swr - wastewater lab samples 3031-3032			\$181.05
Transaction Date	5/16/2022	Due 0 CHECKING	11100	Total	\$181.05
Claim Type					
Claim#	34 T & R ELECTRIC SUPPLY CO	Ck# 068664	5/16/2022		
Cash Payment Invoice	E 01-20-270 UTILITY R & M	Lgts - transformer parts			\$263.00
Transaction Date	5/16/2022	Due 0 CHECKING	11100	Total	\$263.00
Claim Type					
Claim#	35 U S POSTAL SERVICE	Ck# 068665	5/16/2022		
Cash Payment Invoice	E 01-20-313 POSTAGE	Lgts - postage			\$145.00
Cash Payment Invoice	E 02-20-313 POSTAGE	Wtr - postage			\$145.00
Cash Payment Invoice	E 03-20-313 POSTAGE	Swr - postage			\$145.00
Cash Payment Invoice	E 04-20-313 POSTAGE	Lndfl - postage			\$25.00
Transaction Date	5/16/2022	Due 0 CHECKING	11100	Total	\$460.00
Claim Type					
Claim#	36 UNITED HEALTHCARE INS	Ck# 068666	5/16/2022		
Cash Payment Invoice	E 02-10-130 INSURANCE	Wtr - health insurance			\$5,414.47
Cash Payment Invoice	E 10-10-130 INSURANCE	Gen - health insurance			\$5,107.56
Cash Payment Invoice	E 01-10-130 INSURANCE	Lgts - health insurance			\$6,621.17

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Cash Payment	E 42-10-130 INSURANCE	Park - health insurance			\$2,490.98
	Invoice 301942972731				
Cash Payment	E 32-10-130 INSURANCE	Pol - health insurance			\$1,806.14
	Invoice 301942972731				
Cash Payment	E 21-10-130 INSURANCE	Strs - health insurance			\$2,747.61
	Invoice 301942972731				
Cash Payment	E 03-10-130 INSURANCE	Swr - health insurance			\$1,761.63
	Invoice 301942972731				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total \$25,949.56

Claim Type

Claim#	37 WELLS PLUMBING CO, INC	Ck# 068667	5/16/2022		
Cash Payment	E 31-20-520 BLDG/ R & M	Fire - replace backflow device and ball valve			\$188.33
	Invoice 58222				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total \$188.33

Claim Type

Claim#	38 WESCO DISTRIBUTION, INC.	Ck# 068668	5/16/2022		
Cash Payment	E 01-20-270 UTILITY R & M	Lgts - 320 amp meter socket for 920 Paul Street			\$431.33
	Invoice 924614				
Transaction Date	5/16/2022	Due 0	CHECKING	11100	Total \$431.33

Pre-Written Check	\$173,908.71
Checks to be Generated by the Compute	\$0.00
Total	\$173,908.71

St. Paul Planning Commission
May 9, 2022
Meeting Minutes

A meeting of the St. Paul Planning Commission was convened in open and public session on the 9th day of May, 2022 in the Council Chambers at the City office, 704 6th Street, St. Paul, Nebraska.

Chairman Jerry Woodgate called the meeting to order at 12:00 p.m. with a statement regarding the Open Meetings Act; which is posted on the west wall of the City Council chambers. The notice of the meeting was posted in four (4) public places. The agenda was sent to the Commission members prior to the meeting, and was posted in four (4) public places. Commission members present: Chairman Jerry Woodgate, Connie Becker, and Tyler Solko. Commission member absent: Arvilla Jacobs and Tony Walch. Also present Zoning Administrator Matt Helzer, Laura Berthelsen (minutes).

Commission member Becker moved to approve the April 11, 2022 meeting minutes. Commission member Solko seconded the motion. Commission members Becker, Solko, and Woodgate voted aye, nays none. Motion carried 3/0.

Commission member Walch joined the meeting at 12:04 p.m.

Zoning Administrator Helzer presented the following zoning permit applications:

- (a) 2022-13 JoAnn Urbanski – demolition of structures at 1408 2nd Street
- (b) 2022-14 Chris & Gina Elstermeier – pole shed/garage at 119 Nelson Circle
- (c) 2022-15 Anahuac & Marie Montanez – animal shelter and addition to carport/garage at 85 Jackson Street
- (d) 2022-16 Todd Wojtalewicz – shed at 1189 Jansen Road

Commission member Solko moved to approve Zoning Permit applications 2022-13 through 2022-16. Commission member Becker seconded the motion. Commission members Becker, Solko, Walch, and Woodgate voted aye. Nays none. Motion carried 4/0.

The next St. Paul Planning Commission meeting is set for Monday, May 24, 2022 at 12:00 p.m. (noon)

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

Sincerely,

Matthew T. Helzer
Zoning Administrator

Jerry Woodgate
Chairman

Laura Berthelsen
Planning Secretary

Zoning Classification HC

PERMIT NUMBER 2022-13
FEE \$10.00 CASH CHECK# pd 4/25/22

APPLICATION FOR A DEMOLITION PERMIT

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

Property Owner JOHANN A ZURBANSKI Contractor Robesh LAND Leveling LLC
Address 1311 JACKSON ST Address 3500 West Second C.I. 68803
City, State, Zip 68873-1021 Phone Number 308-384-7714
Phone Number 1-308-754-5200 Cell Phone 383-0131

Complete Legal Description of the Property Part Lot 2, All Lots 3,4,5,6 and 7 Exc 10 51' and Vacated N Street Block 48 OT St. Paul
Address of Demolition Site 1408 2nd Street St. Paul, NE 68873

Structure to be demolished House and small outbuildings See attached pictures

Approximately when will demolition Start April- 2022 Finish April- 2022

Asbestos Inspection Conducted? Yes No **Attach inspection report.**

To Whom Should the Improvements be assessed? _____

Contact Utility Superintendent at (308) 754-4483 regarding Inspection. Date of visit 4-25-22
(Matt Helzer's signature) Matt Helzer

Recommendations needed before approval: _____

MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING – CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. The above information is, to the best of my knowledge, true and accurate. It is understood and agreed that any error, misstatement or misrepresentation of fact, either with or without intention on my part, such as might, if known, cause a refusal of this application, or any alteration or change in plans made without the approval of the Zoning Administrator subsequent to the issuance of the Permit, shall constitute sufficient grounds for the revocation of such permit. This permit is valid for one (1) year from approval date.

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

Signature of Applicant Jo Ann A. Urbanski Date 4-25-22

Taxes must be paid in full prior to demolishing/removing any structure. Treasurer's certificate of approval to move or demolish the building MUST be attached. Paid 4-12-2022 886.16 ATTACH

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
Zoning Administrator

Reasons for Denial: _____

2022-13



2022-13



2022-13



2022-13



2022-13



2022-13

Treasurer's Certificate

Prior to demolishing or removing any building or structure from property within the City limits, all taxes and liens must be paid on the property. The City of St. Paul requires the Howard County Treasurer to certify that all taxes on the property are paid, and that no liens exist on the property.

Type of Structure(s) to be Demolished / Moved House and small outbuildings

Property Address: 1408 2nd Street St. Paul, NE 68873

Legal Description of Property: Part Lot 2, All Lots 3, 4, 5, 6, and 7 Exc 10 51' and Vacated N Street Block 48 OT St. Paul

I hereby certify that no taxes are due on the above-described property.

Date: 4-12-22

Howard County Treasurer's Office



By: Jackie Synowski
Jackie Synowski (Printed Name)

2022-13

Eldon's Inspections, LLC
Eldon Kieborz
79094 474th Ae
Loup City, NE 68853
308.745.0293
NE License # 710

John Urbanski
1311 Jackson St.
St. Paul, NE 68873

Re: Asbestos Insp.

The house on 1408 2nd Street is a
wood structure with wood floors.
Walls and ceiling are hardboard. Tile
has been removed. Asbestos siding also
removed.

The above house can be destroyed.

Sincerely,

Eldon Kieborz

Eldon Kieborz
AHERA Inspector & Management Planner
NE License #710

Zoning Classification R-1 Value \$ 14,000 PERMIT NUMBER 2022-14
 Please call 811 before completing form FEE \$25.00 CASH CHECK# 10929
 pd 4/18/22

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner Chris and Gina Elstermeier Contractor Dustin Nielsen
 Address 119 Nelson Circle Address 1022 Jansen Rd St. Paul, NE 6887
 City, State, Zip St. Paul, NE 68873 Phone Number _____
 Phone Number 308-750-3427 Cell Phone 308-750-1157

Complete Legal Description of the Property Lot 30 and 31 Exc 15' of 31, Lot 40 Kelly's First Add St. Paul

Address of Construction Site 119 Nelson Circle
 (If none, one must be registered with City of St. Paul) In the Flood plain NO ?

Proposed Structure Pole Shed - Garage Dimension of Structure 30' x 36'
 Distance from West Front property line 64' Distance from East Rear Property Line 19'
 Distance from North Side Property Line 16' Distance from South Second Side Line 22'

Is there a utility easement on either the back or side property? YES If so attach a copy of neighbor approval.

Approximately when will construction Start 6-1-22 Finish 7-1-22

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 5-3-22
 (Matt Helzer's signature)

Recommendations needed before approval: _____

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

For Office Use Only:

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

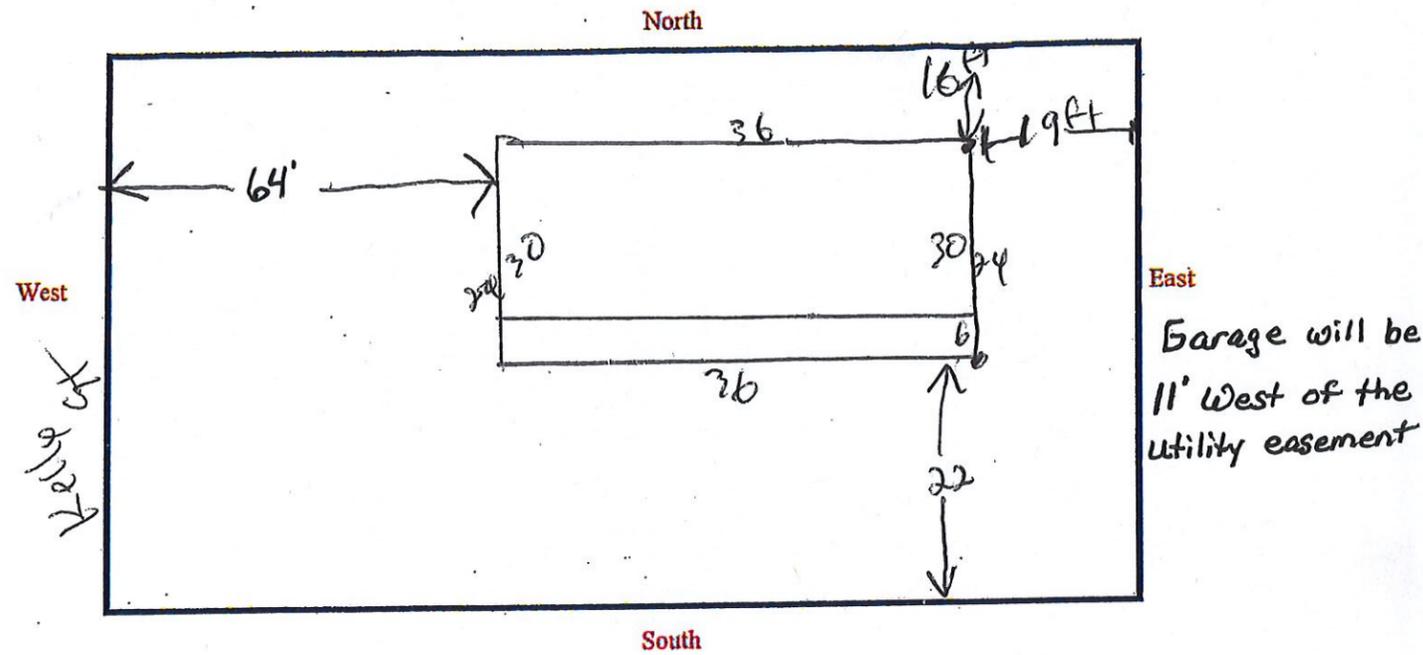
Does the proposed use meet all the required setback distances? YES NO _____

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

Has a Conditional Use Permit been issued for this proposed use? YES _____ NO

If yes, when does it expire? _____

Site Plan Sketch:



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

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

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

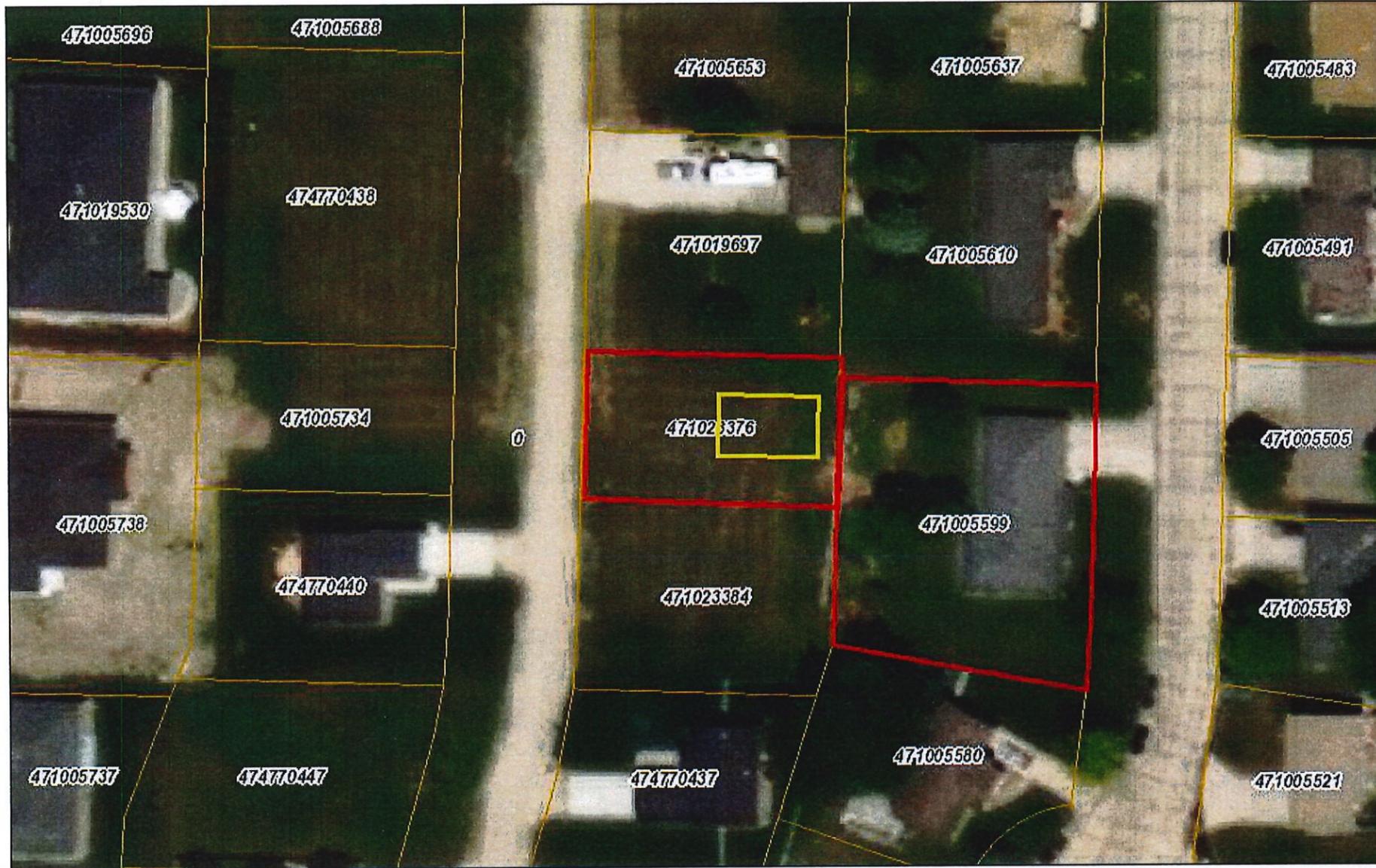
The signature also indicates permission granted to the Zoning Administrator to inspect the construction site in which this permit is granted at any time until construction is completed.

Signature of Applicant Christopher E. Steiner Date 4/18/22

For Office Use Only:

Permit is Approved _____ Denied _____ Date _____
 Zoning Administrator

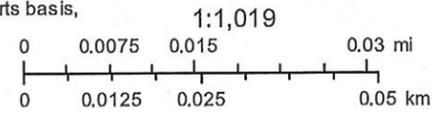
Reasons for Denial: _____



May 3, 2022

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

□ Parcels



Zoning Classification ABR
Please call 811 before completing form

Value \$ 10,000

PERMIT NUMBER 2022-15
FEE \$25.00 CASH CHECK# _____
pd 5-3-22

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner Anahuar + Marie Montanez Contractor SELF

Address 85 Jackson St Address _____

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

Phone Number 308-227-6425 Cell Phone _____

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

Address of Construction Site 85 Jackson Street St. Paul, NE 68873
(If none, one must be registered with City of St. Paul) Addition to In the Flood plain NO ?

Proposed Structure Animal Shelter, Carport/garage Dimension of Structure 12'x20', 10'x30', 10'x20'

Distance from Front property line See Distance from Rear Property Line See

Distance from Side Property Line Attached Distance from Second Side Line Attached

Is there a utility easement on either the back or side property? NO If so attach a copy of neighbor approval.

Approximately when will construction Start May 2022 Finish Dec 2022

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 5-3-22
(Matt Helzer's signature)

Recommendations needed before approval: _____

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

For Office Use Only:

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

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

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

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

PERMIT NUMBER 2022-15

Site Plan Sketch: _____

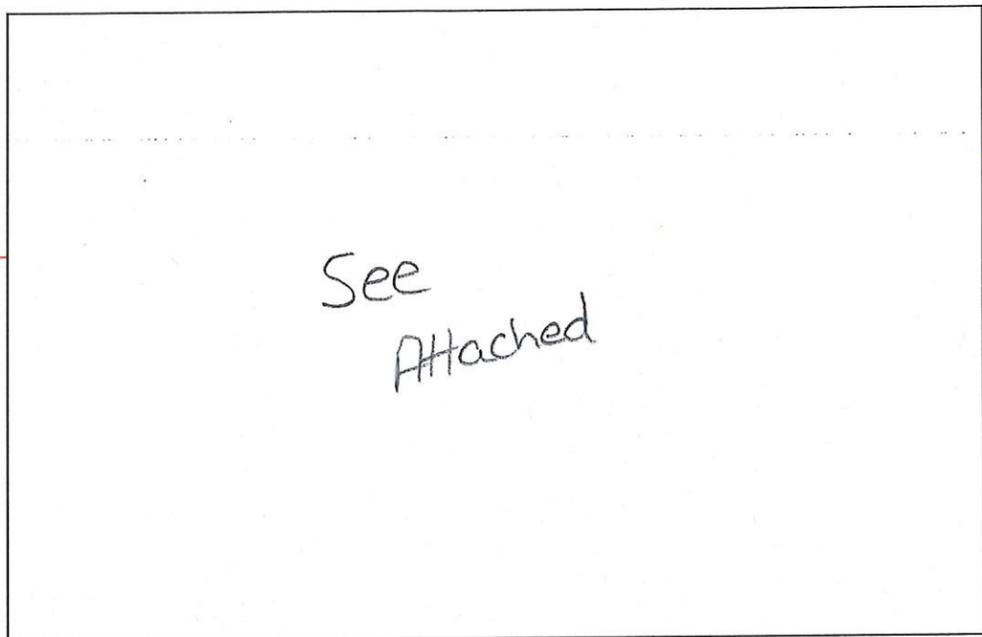
North Street Name _____

Street Name

Street Name

W

E



South Street Name _____

Indicate, by drawing, the shape and dimensions of the land, shape and dimensions of all existing and proposed building and structures and the distances from the proposed building and structures to all lot lines (from road frontages, side and rear lot lines). Show the location of roads fronting the property. **MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING – CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. NEW HOMES MUST CALL ELECTRICAL INSPECTOR, Kim Farnstrom 308-728-7612**

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

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

Signature of Applicant  Date 5-3-22

For Office Use Only:

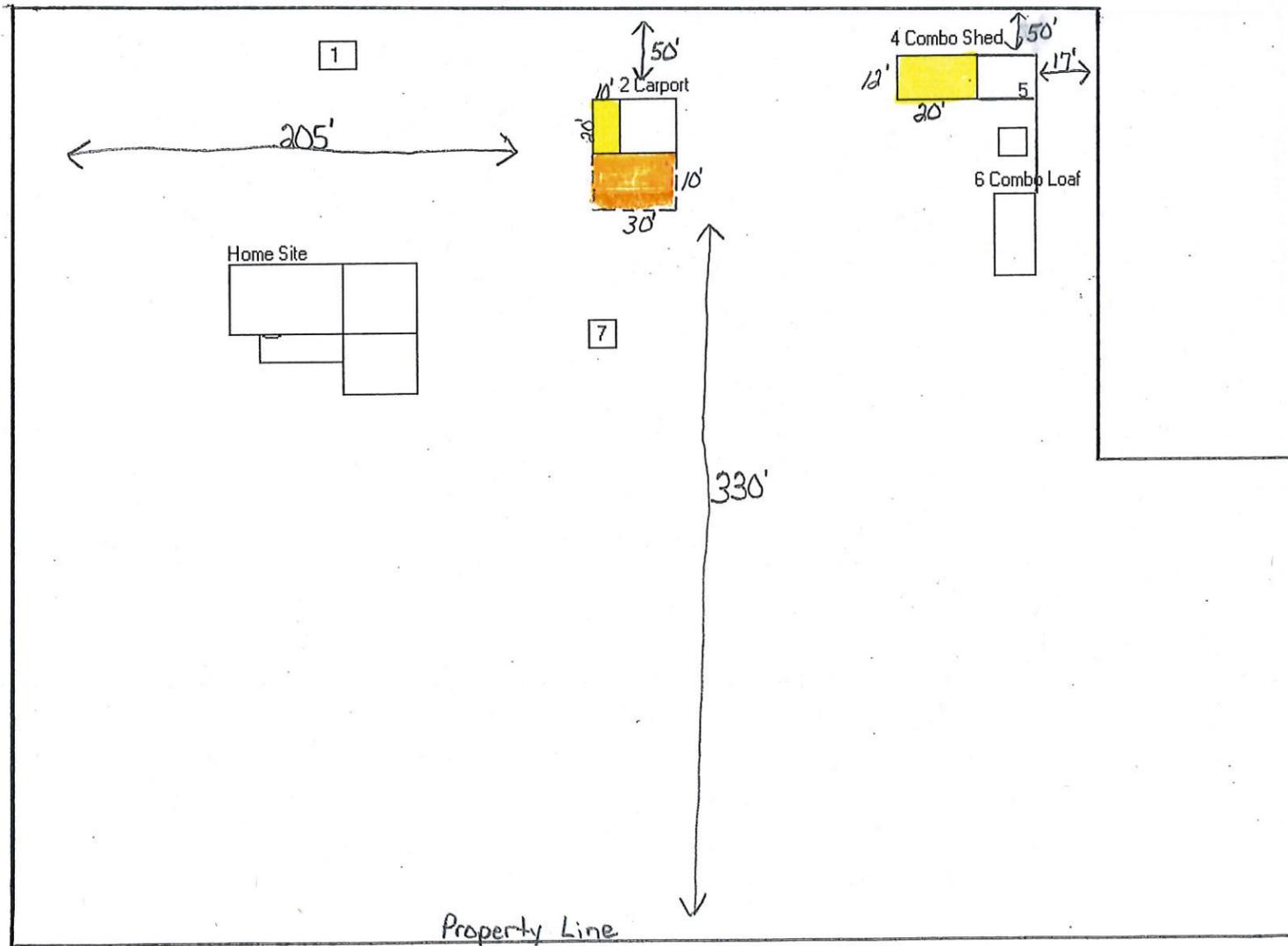
Permit is Approved _____ Denied _____ Date _____
Zoning Administrator Signature

Reasons for Denial: _____

2022-15

North →

Replacement for section that was destroyed by fire ↓



Jackson Street

2022-15



2022-15



Zoning Classification AGR Value \$ 7,000 PERMIT NUMBER 2022-16
 Please call 811 before completing form FEE \$25.00 CASH CHECK# 3819
pd 5/5/22

APPLICATION FOR A RESIDENTIAL ZONING PERMIT

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

Property Owner Todd Wojtalowicz Contractor SELF
 Address 1189 JANSSEN RD Address _____
 City, State, Zip ST PAUL NE 68873 Phone Number _____
 Phone Number 308 750 0033 Cell Phone _____
 Complete Legal Description of the Property (CSP TWP) NE 1/4 8-14-10 (160 Acres)

Address of Construction Site 1189 Janssen Rd.
 (If none, one must be registered with City of St. Paul) In the Flood plain NO ?

Proposed Structure shed Dimension of Structure 12-20
 Distance from ^{East} Front property line 620' Distance from ^{West} Rear Property Line 1980'
 Distance from ^{North} Side Property Line 290' Distance from ^{South} Second Side Line 2,200'

Is there a utility easement on either the back or side property? NO If so attach a copy of neighbor approval.

Approximately when will construction Start MAY 2022 Finish MAY 2022

Contact Utility Superintendent at (308) 754-4483 regarding Set-Back Inspection. Matt Helzer Date of visit 5-5-22
 (Matt Helzer's signature)

Recommendations needed before approval: _____

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

For Office Use Only:

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

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

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

Has a Conditional Use Permit been issued for this proposed use? YES _____ NO

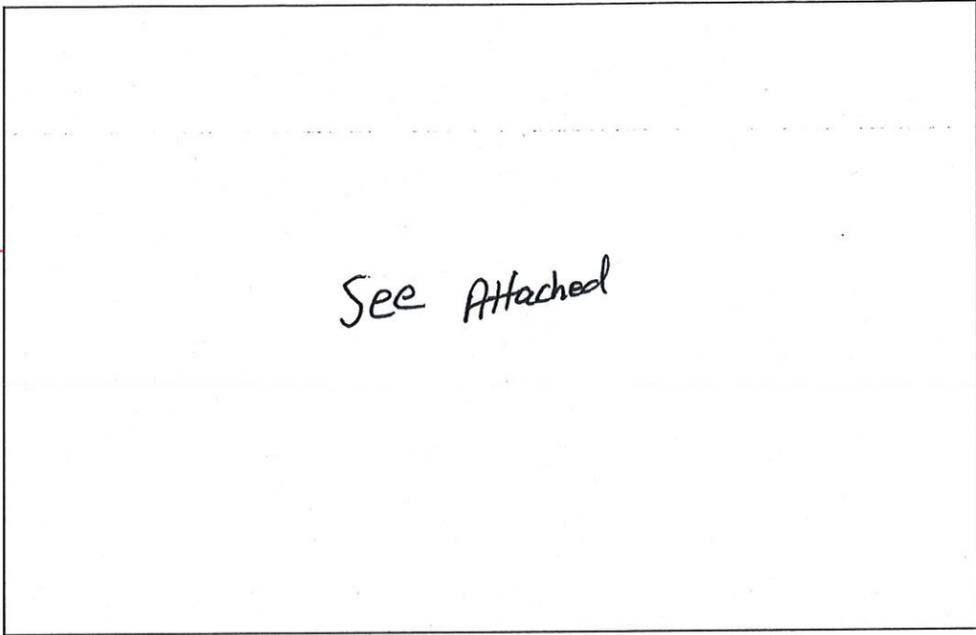
If yes, when does it expire? _____

Site Plan Sketch: _____

North Street Name _____

Street Name

Street Name



W

E

South Street Name _____

Indicate, by drawing, the shape and dimensions of the land, shape and dimensions of all existing and proposed building and structures and the distances from the proposed building and structures to all lot lines (from road frontages, side and rear lot lines). Show the location of roads fronting the property. **MUST CALL DIGGERS HOTLINE @ 811 BEFORE DIGGING – CONSTRUCTION ON UTILITY EASEMENTS IS NOT PERMITTED. NEW HOMES MUST CALL ELECTRICAL INSPECTOR, Kim Farnstrom 308-728-7612**

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

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

Signature of Applicant  Date 5-5-2022

For Office Use Only:

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

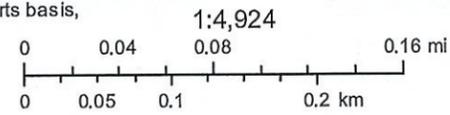
Reasons for Denial: _____



May 5, 2022

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

- Parcels
- Sections



NON-UNION POLICY

**BETWEEN THE
CITY OF ST. PAUL**

AND

NON-UNION EMPLOYEES

If a City employee is required to use their personal vehicle to travel because of City business, the City shall reimburse the rate per mile as established by the State of Nebraska. Employees requesting reimbursement for travel expenses must fill out a request for reimbursement and turn it in to the City Clerk.

Section 7: Pay Periods

- A. The bi-weekly pay period shall start at 12:01 on Friday and shall run until Midnight on Thursday 14 days later.
- B. Payday shall be every other Friday throughout the year.
- C. All employees shall be required to enroll and receive their paycheck by means of Direct Deposit. If the scheduled pay day falls on a banking holiday, the deposit shall be made on the business day prior to the holiday. With each Direct Deposit, each employee shall receive a statement showing gross pay, itemized deductions and net pay. All Direct Deposit statements shall be (at the employee's preference) emailed, presented personally to the employee or mailed to the employee's home address of record via United States Postal Service.

Section 8: City Property

- A. Employees shall be responsible for the proper use and care of City property issued to them for the performance of their duties. No City equipment, materials, supplies shall be removed for anything but official business.
- B. Employees issued a City vehicle shall use such vehicles for official business only. The vehicle shall be operated in conformity with state laws and traffic regulations. All operators of City vehicles shall possess a valid, current Nebraska driver's license.

Section 9: Uniforms

1. If an employee resigns within one (1) year of employment, he / she shall reimburse the City for uniforms furnished them.
2. The City agrees to provide four (4) shirts and four (4) pants each year for all employees. The City logo shall be placed on all uniform shirts.
3. Outside employees will be required to wear uniforms while on duty, except in a case of call out duty.
4. Dress shall be appropriate for the job.

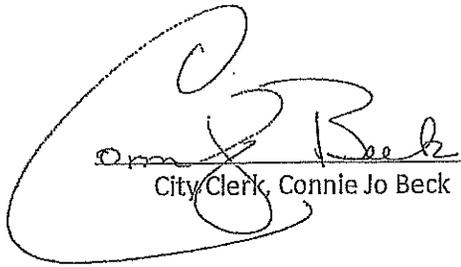
ARTICLE 20

ADOPTION OF AGREEMENT

The Mayor and City Council shall be the final policy making authority for the City of St. Paul in all personnel matters.

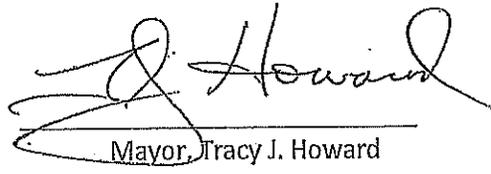
IN WITNESS WHEREOF, the parties hereto have set their hands this 2ND day of October, 2017.

ATTEST:



City Clerk, Connie Jo Beck

CITY OF SAINT PAUL



Mayor, Tracy J. Howard

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

#411025

History

04-01-2022 - 05-09-2022

Select an Account ******1025 - MMKT (BUSINESS) \$ 406,598.92**

History Period **Today**

Total deposits and credits: **\$ 83,262.95**

Total withdrawals, payments and debits: **\$ -2,527.00**

Check Register

Check all Select all Checks Select all:

Checked Amt.	Unchecked Amt.	Total Amount	Beginning Balance	Ending Balance	Difference
0.00	80,735.95	80,735.95	325,862.97	406,598.92	80,735.95

\$406,598.92

Manual Item Entry

Date Description Amount

<input checked="" type="checkbox"/>	Date	Description	Amount	Total
<input type="checkbox"/>	05/04/2022	CHECK # 1020	\$ -1,251.00	\$ 406,598.92
<input type="checkbox"/>	05/02/2022	CITY OF ST PAUL [PPD] DIRECT PAY	\$ 1,251.00	\$ 407,849.92
<input type="checkbox"/>	05/01/2022	Interest Paid 310014	\$ 43.73	\$ 406,598.92
<input type="checkbox"/>	04/29/2022	INTERNET CHARGES [PPD] I-NET FEES I-NET FEE	\$ -25.00	\$ 406,555.19
<input type="checkbox"/>	04/20/2022	CITY OF ST PAUL [PPD] DIRECT PAY	\$ 80,717.22	\$ 406,580.19
<input type="checkbox"/>	04/07/2022	CHECK # 1019	\$ -1,251.00	\$ 325,862.97
<input type="checkbox"/>	04/01/2022	CITY OF ST PAUL [PPD] DIRECT PAY	\$ 1,251.00	\$ 327,113.97

15.2.40.2

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\$200,000

00

**AGREEMENT
BETWEEN OWNER AND ARCHITECT
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the City of St. Paul (“Owner”) and JEO Architecture, Inc. (“Architect”).

Owner’s project, of which Architect’s services under this Agreement are a part, is generally identified as follows:

St. Paul Fire Station – Programming and Preliminary Design Services (“Project”).

Architect’s services under this Agreement are generally identified as follows: JEO will provide Programming and Preliminary Design services for the St. Paul Fire Station project as described in the Architect’s scope of services - Exhibit A.

Owner and Architect further agree as follows:

ARTICLE 1 - SERVICES OF ARCHITECT

1.01 Scope

- A. Architect shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Architect as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Architect. The current Standard Hourly Rate Schedule is available upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Architect and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on _____, 2022 (which is the Effective Date of the Agreement).

Owner:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Architect: JEO Architecture, Inc.



By: Corey E. Brodersen _____

Title: Architecture Department Manager _____

Date Signed: April 26, 2022 _____

Address for giving notices:

JEO Architecture, Inc. _____

2000 Q. Street, Suite 500 _____

Lincoln, NE 68503 _____



**SCOPE OF SERVICES
ST. PAUL FIRE STATION
PROGRAMMING AND SCHEMATIC DESIGN SERVICES**

The scope of services for the St. Paul Fire Station – Programming and Schematic Design Services is limited initially to efforts that surround programming of the building spaces and architectural preliminary design. Following this initial project phase there will be a need for additional project phases. The additional project phases include Design Development, Construction Documents, Bidding and Construction Administration phases. Services for these project phases (scope and fee) will be negotiated after completion of the Programming and Schematic Design Services and approval of the project to move forward.

YOUR PROJECT:

Your project consists of programming and initial preliminary design services for a new Fire Station to be located on a site within the city limits of St. Paul. While the final building size has not been fully determined, it is expected that the new Fire Station facility will be approximately 80' x 200' or 16,000 square feet in size. It is anticipated that the new building design will be a Pre-Engineered Metal Building (PEMB) structure. Along with providing programming and preliminary design services, JEO will assist by developing an opinion of probable construction cost.

What follows is a basic scope of services for this initial Programming and Schematic Design Phase along with a list of deliverables which will be developed as a foundation for the project.

SCOPE OF SERVICES:

1. Programming and Schematic Design
 - a. JEO shall assist the City of St. Paul and the Rural Fire Department in programming the various required spaces for the new Fire Station facility.
 - b. JEO shall provide Schematic Design Documents based on the established program.
 - c. The Preliminary Design Documents shall illustrate and describe the design of the project by establishing the scope, relationships, forms, size and appearance by means of plans and elevations.
 - d. JEO will provide surveying services to identify the existing topography and property corners of the proposed site.
 - e. Upon completion of the final Schematic Design, JEO shall also provide a preliminary opinion of probable construction cost based on the overall size of the building and current square foot cost for construction of similar projects to assist with overall budgets for the project.

2. Deliverables (Schematic Design Documents)
 - a. Topo and property survey of the site
 - b. Preliminary site layout plan
 - c. Preliminary floor plan
 - d. Preliminary exterior elevations / preliminary exterior 3D rendering
 - e. Preliminary opinion of probable construction cost

3. Travel expectations
 - a. For this initial phase of your project (Programming and Schematic Design), we have included two (2) meetings in St. Paul, Nebraska. One meeting will be used to meet with a design committee to ascertain the building program and design requirements and one meeting will be to review and present the final deliverables.

TERMS AND CONDITIONS:

1. Compensation
 - a. For the Programming and Schematic Design services described herein, JEO proposes to provide the services for a lump-sum fee of \$26,800.00.
2. Reimbursable Expenses
 - a. Typical reimbursable expenses are included in the lump-sum fee and include:
 - i. Mileage for trips required to complete the work outlined in this agreement
 - ii. Long distant phone calls/faxes
 - iii. Meals
 - iv. Travel expenses
 - v. Final large format presentation board (Up to 4 presentation boards)
 - b. The City of St. Paul shall be responsible for printing of information and/or drawings/images that may require standard format bulk printing.
3. Additional Services
 - a. For Additional Services, whether requested in writing or verbally by the Owner, work shall be completed at standard hourly rates or based on a negotiated lump sum fee.
 - b. Typical additional services include but may not be limited to any requested increase in the scope of the work.
4. Contract Time
 - a. If the Basic Services covered by this Agreement have not been completed by July 31, 2022, through no fault of JEO, extension of JEO's services beyond that time shall be compensated as additional services.

1. SCOPE OF SERVICES: JEO Architecture, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other



harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Architect shall require the same of each consultant.



Article 9. Parking

§ 5-901 PARKING; DESIGNATION.

The Governing Body may, by resolution, designate any street, or portion thereof, where vehicles shall be parked parallel with and adjacent to the curb or at an angle so as to have the right front wheel at the curb. (Ref. 39-673, 39-697 RS Neb.)

§ 5-902 PARKING; AREAS.

The Governing Body may, by resolution, set aside any street, alley, public way, or portion thereof where the parking of a particular kind or class of vehicle shall be prohibited, or where the parking of any vehicle shall be prohibited. No vehicle prohibited from parking thereon shall stand or be parked adjacent to the curb of said street, alley, public way, or portion thereof, longer than a period of time necessary to load and unload freight or passengers. (Ref. 39-697 RS Neb.)

§ 5-903 VEHICLES; UNATTENDED.

No person having control or charge of a motor vehicle shall allow such vehicle to stand unattended without first effectively setting the brakes thereon and, when standing upon any grade, without turning the front wheels of such vehicle to the curb or side of the street. The driver of a motor vehicle, when traveling upon a down grade upon any street, shall not coast with the gears of the vehicle in neutral. (Ref. 39-674 RS Neb.)

§ 5-904 PARKING; GENERALLY.

No person shall park any vehicle, or approach the curb with a vehicle, except when headed in the direction of the traffic. Vehicles, when parked, shall stand parallel with and adjacent to the curb or edge of the roadway, in such manner as to have both right wheels within twelve (12") inches of the curb or edge of the roadway, and so as to leave at least four (4') feet between the vehicle so parked and any other parked vehicles, except where the Governing Body designates that vehicles shall be parked at an angle so as to have the front right wheel at the curb or edge of the roadway. Where stalls are designated either on the curb or pavement, vehicles shall be parked within such stalls. (Ref. 39-673, 39-697 RS Neb.)

§ 5-905 PARKING; OBSTRUCTING ALLEY.

No vehicle, while parked shall have any portion thereof projecting into any alley entrance. (Ref. 39-697 RS Neb.)

§ 5-906 PARKING; ALLEYS.

No vehicle shall be parked in any alley, except for the purpose of loading or unloading during the time reasonably necessary to load or unload. Every vehicle while loading or unloading in any alley shall be parked in such manner as will cause the least obstruction possible to traffic in such alley. (Ref. 39-697 RS Neb.)

§ 5-907 PARKING; BUSINESS DISTRICT UNLOADING.

It shall be unlawful for the operator of any truck with an overall length of more than twenty (20') feet to stop or park any such vehicle on Howard Avenue from Sixth (6th) Street to Eighth (8th) Street; on Sixth (6th) Street from Grand Avenue to Indian Avenue; or on Seventh (7th) Street from Grand Avenue to Indian Avenue, except to load and unload, and then only when loading or unloading in an alley is impossible. Vehicles may stop or stand for a period of time not to exceed what is reasonably necessary to load or unload. It shall be unlawful for the operator of any truck, regardless of length, to park said vehicle within a street intersection, on a crosswalk, in front of a private driveway, or on a sidewalk. The Governing Body may, by resolution, provide truck parking areas adjoining, or adjacent to, the business district, and when such parking areas are provided, it shall be the duty of all truck operators to use such parking areas for all parking purposes. (Ref. 39-697 RS Neb.)

§ 5-908 PARKING; FIRE HYDRANTS AND STATIONS.

No vehicle shall be parked within fifteen (15') feet in either direction of any fire hydrant nor within twenty (20') feet of the driveway entrance to any fire station. The curb space within such area of fifteen

(15') feet in either direction of such fire hydrant shall be painted red to indicate such prohibition. (Ref. 39-672 RS Neb.)

§ 5-909 PARKING; STREET INTERSECTIONS.

Except in compliance with traffic control devices, no vehicle shall be parked or left standing for any purpose, except momentarily to load or discharge passengers, within twenty-five (25') feet of the intersection or curb lines, or if none, then within fifteen (15') feet of the intersection of property lines, twenty (20') feet from any crosswalk, nor where said curb lines are painted red to indicate such prohibition. (Ref. 39-672 RS Neb.)

§ 5-910 PARKING; OBSTRUCTING TRAFFIC.

No person shall, except in case of an accident or emergency, stop any vehicle in any location where such stopping will obstruct any street, intersection, or entrance to an alley or public or private drive. (Ref. 39-697 RS Neb.)

§ 5-911 PARKING; CURB.

No vehicle shall park on any street with its left side to the curb, unless said street has been designated to be a "one-way" street by the Governing Body. Vehicles must not be parked at any curb in such a position as to prevent another vehicle already parked at the curb from moving away. (Ref. 39-673 RS Neb.)

§ 5-912 PARKING; CURBS, PAINTED.

It shall be the duty of the Chief of Police to cause the curb space to be painted and keep the same painted as provided in this Article. No person, firm, or corporation shall paint the curb of any street, or in any manner set aside, or attempt to prevent the parking of vehicles in any street, or part thereof, except at such places where the parking of vehicles is prohibited by the provisions of this Article. The marking or designating of portions of streets or alleys where the parking of vehicles is prohibited or limited shall be done only by the Municipality through its proper officers, at the direction of the Governing Body. (Ref. 39-697 RS Neb.)

§ 5-913 PARKING; REPAIR.

No person shall adjust or repair any automobile or motorcycle, or race the motor of same, while standing on the public streets or alleys of this Municipality, excepting in case of breakdown or other emergency requiring same. No person or employee connected with a garage or repair shop shall use sidewalks, streets, or alleys in the vicinity of such garage or shop for the purpose of working on automobiles or vehicles of any description. (Ref. 39-697 RS Neb.)

§ 5-914 PARKING; RESERVED FOR HANDICAPPED.

The Governing Body and any person in lawful possession of any off-street parking facility may designate parking spaces for the exclusive use of disabled persons whose vehicles display the distinguishing license plates issued to such individuals pursuant to section 60-311.14 RS Neb., such other handicapped persons, as certified by the Governing Body, whose vehicles display the identification as determined by the Department of Motor Vehicles, and such other motor vehicles, as certified by the Governing Body, which display such identification. All such permits shall be displayed in the operator's area in a conspicuous location upon the vehicle's dashboard or its equivalent. Whenever the Governing Body so designates a parking space, it shall be indicated by a sign which is in conformance with the nineteenth (19th) edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways. In addition to such sign the space may also be indicated by blue paint on the curb or edge of the paved portion of the street adjacent to the space.

The Municipal Clerk shall take an application from physically handicapped persons or their parent, legal guardian, or foster parent for a permit which will entitle the holder thereof or a person driving a motor vehicle for the purpose of transporting such holder to park in those spaces provided for by this section. For the purpose of this section, physically handicapped persons shall mean visually handicapped persons and those permanently physically handicapped persons who have definite walking problems to such an extent that walking is impractical, impossible, extremely painful, or

generally detrimental to one's health, including those persons who have respiratory problems which incapacitate their walking, and disabled persons as defined in section 60-311.14 RS Neb. Visually handicapped persons shall mean those persons using the white cane or guide dog. Persons applying for a permit shall complete such forms as are provided to the Municipal Clerk by the Department of Motor Vehicles and shall demonstrate to the satisfaction of the Municipal Clerk that he or she is handicapped. The Municipal Clerk may require medical certificates and proof of a handicapped condition. Such application shall be forwarded to the Department of Motor Vehicles.

The Municipal Clerk may take an application from any person for a motor vehicle permit which will entitle the holder thereof or a person driving the motor vehicle for the purpose of transporting physically handicapped persons to park in those spaces provided for by this section, if the motor vehicle is used primarily for the transportation of physically handicapped person. Such parking permit shall be used only when the motor vehicle for which it was issued is being used for the transportation of physically handicapped persons. Persons applying for permits [pursuant to this section], shall apply for a permit for each motor vehicle used for the transportation of physically handicapped persons and shall complete such forms as are provided to the Municipal Clerk by the Department of Motor Vehicles and shall demonstrate to the Clerk that each such motor vehicle is used primarily for the transportation of physically handicapped persons. Such applications shall be forwarded to the Department of Motor Vehicles.

The permit shall be a card not less than five (5") inches by eight (8") inches in size to be issued by the Department of Motor Vehicles, on which is prominently displayed the letter "H" and an identifying number on the front of the card. The name, address, phone number, date of birth, and age of the physically handicapped person to whom issued shall appear on the reverse side, and if the permit is issued for a motor vehicle used primarily for the transportation of physically handicapped persons, the name, address, and phone number of the party to whom issued and the license plate number of the motor vehicle for which the permit is issued shall appear on the reverse side of the permit. No permit shall be issued to any person for any motor vehicle if any valid handicapped parking permit has been issued to such person or for such motor vehicle if such permit has been suspended pursuant to this section.

A duplicate permit may be provided by the Department of Motor Vehicles without cost if the original permit is destroyed, lost, or stolen. Such duplicate permit shall be valid for the remainder of the period for which the original permit was issued.

Permits issued under this section shall not be transferable, and shall be used only by the party to whom issued or for the motor vehicle for which issued and only for the purpose for which it is issued. Use by any other person, for any other motor vehicle, or for any other purpose shall be cause for suspension of such permit for a period of six (6) months. At the expiration of such period, a suspended permit may be renewed upon the payment of the permit fee.

The owner or person in lawful possession of an offstreet parking facility, after notifying the police or sheriff's department, as the case may be, and the Municipality when providing onstreet parking or owning, operating, or providing an offstreet parking facility, may cause the removal, from a stall or space designated exclusively for disabled persons, other handicapped persons, or motor vehicles for the transportation of physically handicapped persons, of any vehicle not displaying proper identification or one of the distinguishing license plates specified in this section if there is posted immediately adjacent to and visible from such stall or space a sign which clearly and conspicuously states the area so designated as a tow-in zone. Anyone parking in an onstreet parking space which has been designated exclusively for handicapped persons or motor vehicles for the transportation of handicapped persons, or in any so designated parking space in any offstreet parking facility owned or operated by the Municipality without properly displaying the proper identification, shall be guilty of a traffic infraction as defined in section 39-602, Reissue Revised Statutes of Nebraska, 1943, and shall be subject to the penalties and procedure set forth in section 39-6,122, Revised Statutes Supplement, 1978. (*Ref. 18-1736 through 18-1742 RS Neb.*) (*Amended by Ord. No. 661, 5/2/94*)

§ 5-915 PARKING; CURRENT LICENSE.

It shall be unlawful to park, or place on the streets, alleys, or other public property any motor vehicle without first securing a current license as provided by law. (*Ref. 60-323 RS Neb.*)

§ 5-916 PARKING; REMOVAL OF ILLEGALLY PARKED VEHICLES.

Whenever any Police Officer shall find a vehicle standing upon a street or alley in violation of any of the provisions of this Article, such individual may remove or have such vehicle removed, or require the driver or other person in charge of the vehicle to move such vehicle, to a position off the roadway of such street or alley or from such street or alley.

The owner or other person lawfully entitled to the possession of such vehicle may be charged with the reasonable cost for such removal and storage, payable before such vehicle is released. Any such towing or storage fee shall become a security interest in the vehicle prior to all other claims. This fee shall be in addition to any other fees or penalties owed the Municipality for such vehicle. (*Ref. 60-6, 165, 60-680 RS Neb.*)

§ 5-917 PARKING; EMERGENCY VEHICLES.

The provisions of this Article regulating the movement, parking, and standing of vehicles shall not apply to authorized emergency vehicles, as defined in this Article, while the driver of such vehicle is operating the same in an emergency in the necessary performance of public duties. (*Ref. 60-6, 114 RS Neb.*)

§ 5-918 PARKING; MISDEMEANORS; UNLICENSED OR INOPERABLE VEHICLES.

No person in charge or control of any property within the Municipality, other than Municipal property, whether as owner, tenant, occupant, lessee, or otherwise, shall allow any partially dismantled, nonoperating, wrecked, junked, or discarded vehicle to remain on such property longer than thirty (30) days or for any length of time any vehicle that has been unlicensed for a period in excess of four (4) months; provided, this section shall not apply to a vehicle in an enclosed building; to a vehicle on the premise of a business enterprise, operated in a lawful place and manner, when such vehicle is necessary to the lawful operation of the business; or to a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the Municipality. Any vehicle allowed to remain on property in violation of this section shall constitute a nuisance and shall be abated. In addition, any person violating this section shall be guilty of a misdemeanor. (*Ord. No. 596, 7/6/87*)

§ 5-919 PARKING; STOPPING, STANDING, OR PARKING PROHIBITED; EXCEPTIONS.

(1) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a law enforcement officer or traffic-control device, no person shall:

(a) Stop, stand, or park any vehicle: (i) On the roadway side of any vehicle stopped or parked at the edge or curb of a street, (ii) on a sidewalk, (iii) within an intersection, (iv) on a crosswalk, (v) between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless the City Police indicates a different length by signs or markings, (vi) alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic, (vii) within a highway tunnel, (viii) on any railroad track, or (ix) at any place where official signs prohibit stopping;

(b) Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers: (i) In front of a public or private driveway, (ii) within fifteen feet of a fire hydrant, (iii) within twenty feet of a cross walk at an intersection, (iv) within thirty feet of any flashing signal, stop sign, yield sign, or other traffic-control device located at the side of a roadway, (v) within twenty feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five feet of such entrance when properly signposted, or (vi) at any place where official signs prohibit standing, or

(c) Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers; (i) Within fifty feet of the nearest rail of a railroad crossing, or (ii) at any place where official signs prohibit parking.

(2) No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such a distance as shall be unlawful.

(Ord. No. 602, 5/2/88)

§ 5-920 UNDER AGE DRIVERS; LIMITED PERMIT; VEHICLES; DRIVING TO AND FROM SCHOOL; PENALTY.

A person who has not attained the age of 16 years but is over the age of 14 years, and has been issued, by the County Treasurer, a limited permit to drive a motor vehicle, moped, or motorcycle to and from the school building where he or she attends school, by the nearest highway or street from his or her place of residence, if such child lives a distance of one and one half miles or more from such a school. Such limited permit shall be used for the sole purpose of transporting such person to attend school and authorized school activities, except that the holder of the permit may drive under the personal supervision of his or her parents or guardian.

Any person who shall violate the provisions of this section shall be deemed guilty of a traffic infraction and shall be fined not more than \$50.00 for each such offense. (Ord. No. 603, 5/2/88)

§ 5-921 PARKING; TRUCK PARKING.

(Repealed by Ord. No. 836, 6/4/07)

§ 5-922 PARKING; PARKING TRUCKS AND TRAILERS IN RESIDENTIAL DISTRICTS.

(Repealed by Ord. No. 836, 6/4/07)

§ 5-923 PARKING; HANDICAPPED OR DISABLED PERSONS; PERMITS; PERIOD VALID; RENEWAL; FEE.

(1) All permits authorized under this Article for handicapped or disabled parking shall be issued for a period of three (3) years from the date of issuance. All temporarily handicapped or disabled parking permits authorized under this Article shall be issued for a period ending ninety (90) days from the date of issuance but may be renewed for up to three (3) additional ninety-day (90) periods. For each additional ninety-day (90) renewal period, there shall be submitted an additional application with proof of a handicap or disability and the required permit fee.

(2) A permit fee of three dollars (\$3.00) shall be charged for each permit, two dollars and fifty cents (\$2.50) of which shall be retained by the Municipal Clerk and fifty cents (\$0.50) shall be forwarded on a quarterly basis to the Department of Motor Vehicles. (Ref. 18-1740 RS Neb.)(Ord. No. 661, 5/2/94)

§ 5-924 PARKING; LIMITATIONS WITHIN CITY LIMITS.

(1) It is in the best interest of the City of St. Paul to control parking of vehicles on public streets within the City and within particular areas of the City for the health, safety, and welfare of the residents of the City. The City Council of the City of St. Paul has thoroughly analyzed the need for said regulation and hereby sets forth the following parking restrictions and requirements pertaining to the City. This section may be amended from time to time in order to implement other concerns and issues which are presently being evaluated and examined by the City Council of the City of St. Paul and which fall within the perimeters of these parking regulations.

(2) *Definitions.*

CAMPING TRAILER. A folding structure mounted on wheels and designed for travel, recreational and/or vacation uses.

MOTOR HOME. A portable, temporary building to be used for travel, recreational and vacation uses, constructed as an integral part of a self-propelled vehicle.

PICK-UP COACH. A structure designed to be mounted on a truck chassis for use as temporary dwelling for travel, recreational, and/or vacation use.

RESIDENTIAL DISTRICT. All that territory defined as either single family or residential or multiple district in the zoning ordinance and comprehensive plan for and by the City of St. Paul.

SEMI-TRAILER. A vehicle of the trailer type so designed and used in conjunction with a truck-tractor that a considerable part of its own weight or that of its load rests upon and is carried by the truck tractor and includes a trailer drawn by a truck tractor semi-trailer combination.

STREET/HIGHWAY. The entire width between the boundary lines of any way or place when any part thereof is open to the use of the public as a matter of right or purpose of vehicular traffic.

TRAILER. A trailer is any vehicle designed for carrying property of passengers on its own structure and for being drawn by a motor vehicle but does not include a trailer drawn by a truck-tractor semi-trailer combination or an auxiliary axle on a motor vehicle which carries a portion of the weight of the motor vehicle to which it is attached.

TRAVEL TRAILERS. A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and/or vacation use.

TRUCK-TRACTOR. A motor vehicle designed and used primarily for drawing other vehicles and not constructed to carry a load other than a part of the weight of the vehicle and load drawn; or a motor vehicle designed and used primarily for drawing other vehicles used exclusively for transporting motor vehicles or boats and capable of carrying motor vehicles or boats on its own structure.

(3) *Designation of Restricted Parking Zones.*

(a) The City Council may, by resolution, designate certain streets or portions of certain streets as any of the following: No parking zones, no stopping zones, no standing zones, physically handicapped zones, limited parking zone, truck zone, loading zone, safety zone, bus stop, truck or commercial vehicle parking zones, and such other zones as may be necessary to assist in the direction and control of traffic. The City Council may likewise, by resolution adopt restrictions which apply to and govern the parking of vehicles in such designated zones.

(b) All zones designated by the Council shall be marked by appropriate signs. During the hours specified on each sign, no person shall stop, stand, or park any vehicle or permit any vehicle to stand, whether attended or unattended, for a period of a time longer than is specified on the sign, and no vehicle shall be stopped, allowed to stand, or parked in a no parking zone or a zone where parking is otherwise prohibited, except as permitted by state law and except as otherwise permitted under this section.

(4) *Truck/Trailer Parking.*

(a) It shall be unlawful to park a detached semi-trailer upon any street, alley, city-owned parking lot, or other public property except as such are specifically designated by the City of St. Paul, by resolution and sign posting.

(b) It shall be unlawful to park a truck (other than a truck of 10,000 gross vehicle weight or less), truck trailer, tractor-trailer, or truck-tractor within an area zoned as R-1 or R-2 (family or multi-family residential districts) except for the purpose of loading or unloading the same, and then only during such times as reasonably necessary for such activity.

(c) *City Parking Lots.* In city-owned parking lots, the Council may limit the size and types of motor vehicles to be parked thereon, hours of parking, and prescribed method of parking by resolution from time to time or by amendment of this section.

(d) *Recreational Parking Time.* It shall be unlawful for any person to leave or park a travel trailer, pick-up coach, motor home, camping trailer, recreational vehicle on or within the limits of any street, right of way, or city-owned parking lot within the City of St. Paul for a continuous period in excess of forty-eight (48) hours, except where designated as a camp site.

(5) *Amendments.* The City Council from time to time shall amend this section to address other issues and concerns that impact the health, safety, and welfare of the City and which concerns need Council action and enforcement. At the present time, the City Council is considering enforcement policies with regard to abandoned vehicles, winter parking, snowmobile traffic, and routes and may amend this section to include provisions restricting or regulating these and other concerns that may from time to time come before the Council.

(6) *Fine Schedules.*

(a) A violation of the this section shall result in a fine of ten dollars (\$10.00). For a second offense in any twelve (12)-month period, the fine shall be twenty-five dollars (\$25.00). For a third offense in any twelve (12)-month period, the fine shall be one hundred dollars (\$100.00).

(b) If said fine is not paid within seventy-two (72) hours, the fine shall be double. If the fine is not paid and it is necessary for the City to file a criminal complaint with the County Court in order to proceed against the violator, the fine shall be in an amount no less than one hundred dollars (\$100.00) and not to exceed five hundred dollars (\$500.00). (*Ord. No. 836, 6/4/07 (Amended by Ord. No. 855, 2/20/08)*)

Laura Berthelsen

From: Nancy Bryan <cityofstromsburg@windstream.net>
Sent: Thursday, March 10, 2022 4:33 PM
To: Laura Berthelsen
Subject: parking

Laura,

These might help.

Nancy Bryan, MMC
City Clerk/Treasurer
City of Stromsburg

§ 5-423 PARKING; REMOVAL OF ILLEGALLY PARKED VEHICLES.

(1) Whenever any Police Officer shall find a vehicle upon public or private property in violation of any of the provisions of this Article or in violation of the rules and regulations adopted by the City of Stromsburg for camping and parking in Buckley Park, such individual may remove or have such vehicle removed or require the driver or other person in charge of the vehicle to move such vehicle.

(2) The owner or other person lawfully entitled to the possession of any vehicle towed or stored shall be charged with the reasonable cost of towing and storage fees. Any such towing or storage fee shall be a lien upon the vehicle prior to all other claims. Any person towing or storing a vehicle shall be entitled to retain possession of such vehicle until such charges are paid. The lien provided for in this section shall not apply to the contents of any vehicle. The City of Stromsburg shall not be responsible for any damages to the vehicle during towing and storage of said illegally parked vehicle.
(Ref. 60-6,165, 60-680 RS Neb.) (Amended by Ord. Nos. 502, 11/8/88; 659, 10/11/94; 899, 10/14/03; 1192, 3/26/18)

§ 5-424 ABANDONED VEHICLES ON PROPERTY.

(A) It shall be unlawful for any owner, tenant, lessee or other person in control of property within the City limits to allow any partially dismantled, non-operating, wrecked, junked or discarded vehicle to remain on such property longer than ten (10) days; no person shall leave such vehicle on any municipal property for a longer time than twenty-four (24) hours; except that this section shall not apply with respect to a vehicle in an enclosed building; a vehicle on premises of a business enterprise operated in a lawful place and manner, when necessary to the lawful operation of such business enterprise.

(B) Each day a partially dismantled, non-operating, wrecked, junked or discarded vehicle shall remain on property after the initial ten (10)-day period shall constitute a separate offense and be punishable as such.

(C) For the purpose of this section, any police officer shall have the authority to enter upon private property to contact the owner, tenant, lessee or other person in control of the property to notify them of the status of said vehicle or to place a conspicuous notice upon said vehicle that it is in violation of the

City ordinances and must be removed within ten (10) days from the date the notice is placed upon said vehicle.

(D) After the reasonable notification of the owner, tenant, lessee or other person in control of the property or posting of said notice on said vehicle and the elapse of ten (10) days after such notice or posting, the vehicle may be removed by any police officer and towed and stored. The owner or other person lawfully entitled to the possession of any vehicle towed or stored shall be charged with a reasonable cost of towing and storage fees as provided in § 5-423 of this Code.

(E) For the purpose of this section, a vehicle shall be presumed to be a discarded vehicle unless personal property taxes assessed upon such vehicle are currently paid.

(F) Any vehicle upon which has been placed a conspicuous notice as provided for in this section, which is moved and returned to the property shall be subject to immediate towing and storage after the ten (10)-day lapse of time from the date of the initial notice. The owner or other person lawfully in possession of said vehicle towed or stored shall be charged with the reasonable costs of towing and storage fees as provided in § 5-423 of this Code. (Ord. No. 488, 4/26/88) (Amended by Ord. Nos. 658, 9/11/94; 899, 10/14/03; 945, 8/23/05; 1135, 5/22/17)

Cross reference:

Abandoned automobiles, see § 6-430

From Grand Island City Code

§22-77. Parking Regulations; City Council

The city council may, by resolution, entirely prohibit, or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof. The parking or stopping of any vehicle in or on any such street, public property, or portion thereof in violation of such regulations shall constitute a violation of this article.

§22-79. Responsibility of Vehicle Owner

If any vehicle is found upon any street or alley in violation of any of the provisions of this article regulating the stopping, standing, or parking of vehicles, and the identify of the driver cannot be determined, the owner, or person in whose name such vehicle is registered shall be held prima facie responsible for such violation.

§22-80. Manner of Parking

(1) It shall be unlawful to park any motor vehicle upon the streets or in any publicly-owned parking lot in any manner or position other than that indicated by appropriate signs or markings, or as directed by an officer or authorized parking lot attendant.

(2) It shall be unlawful to park any motor vehicle upon any publicly-owned property other than in an area clearly designated as a parking lot or parking area for motor vehicles.

(3) For the purposes of this section the words "publicly-owned" shall mean property owned by the State of Nebraska or any of its political or governmental subdivisions.

§22-90. Parking Vehicle for Sale

It shall be unlawful for any person to park upon any street, alley, or public place within the city any vehicle displayed for sale.

§22-91. Parking for Washing, Repairing

It shall be unlawful for any person to park or leave standing upon any street, alley, or public place within the city any vehicle for the purpose of washing, greasing, or repairing such vehicle, and it shall be unlawful for any person to wash, grease, or repair any vehicle upon any street or public place within the city; provided, that this section shall not apply to repairs necessitated by an emergency.

§22-99. Seventy-two Hour Parking

It shall be unlawful for any person to park any vehicle or to permit such vehicle to stand at one location upon the streets or upon any public "free parking" lot for a period longer than seventy-two hours.

*Please read
Prior to May 7, 2022
* will be on
Agenda.*

LEGISLATURE OF NEBRASKA
ONE HUNDRED FIFTH LEGISLATURE
SECOND SESSION

LEGISLATIVE BILL 256

FINAL READING

Introduced by Briese, 41; Blood, 3.

Read first time January 11, 2017

Committee: Urban Affairs

- 1 A BILL FOR AN ACT relating to cities and villages; to adopt the Vacant
- 2 Property Registration Act; and to provide a duty for the Revisor of
- 3 Statutes.
- 4 Be it enacted by the people of the State of Nebraska,

1 Section 1. Sections 1 to 8 of this act shall be known and may be
2 cited as the Vacant Property Registration Act.

3 Sec. 2. The Legislature finds and declares that:

4 (1) Vacant properties have the potential to create a host of
5 problems for Nebraska communities, including a propensity to foster
6 criminal activity, create public health problems, and otherwise diminish
7 quality of life;

8 (2) Vacant properties have the potential to reduce the value of area
9 properties, increase the risk of property damage through arson and
10 vandalism, and discourage neighborhood stability;

11 (3) Vacant properties represent unrealized economic growth in
12 Nebraska communities;

13 (4) A vacant property registration ordinance allows a municipality
14 to discourage property vacancy, maintain unoccupied buildings, provide a
15 data base of vacant properties and their owners, and assess fees for the
16 increased public costs associated with vacant properties;

17 (5) Fees imposed under a vacant property registration ordinance have
18 the potential to benefit the owners of vacant properties by helping to
19 finance additional government services to protect the value and security
20 of such properties; and

21 (6) Enactment of a vacant property registration ordinance is a
22 proper exercise of governmental authority to protect the public health,
23 safety, and welfare of community residents and a valid regulatory scheme.

24 Sec. 3. The purposes of the Vacant Property Registration Act are to
25 promote the health, safety, and welfare of Nebraska residents by
26 providing authority for municipalities to enact vacant property
27 registration ordinances. Such ordinances will allow communities to
28 identify and register vacant properties, collect fees to compensate for
29 the public costs of vacant properties, plan for the rehabilitation of
30 vacant properties, and encourage the occupancy of vacant properties.

31 Sec. 4. For purposes of the Vacant Property Registration Act:

1 (1) Evidence of vacancy means any condition or circumstance that on
2 its own or in combination with other conditions or circumstances would
3 lead a reasonable person to believe that a residential building or
4 commercial building is vacant. Such conditions or circumstances may
5 include, but are not limited to:

6 (a) Overgrown or dead vegetation, including grass, shrubbery, and
7 other plantings;

8 (b) An accumulation of abandoned personal property, trash, or other
9 waste;

10 (c) Visible deterioration or lack of maintenance of any building or
11 structure on the property;

12 (d) Graffiti or other defacement of any building or structure on the
13 property; or

14 (e) Any other condition or circumstance reasonably indicating that
15 the property is not occupied for residential purposes or being used for
16 the operation of a lawful business;

17 (2) Municipality means a city of the first class, city of the second
18 class, or village;

19 (3) Owner means the person or persons shown to be the owner or
20 owners of record on the records of the register of deeds;

21 (4) Residential building means a house, a condominium, a townhouse,
22 an apartment unit or building, or a trailer house; and

23 (5) Vacant means that a residential building or commercial building
24 exhibits evidence of vacancy.

25 Sec. 5. Under the Vacant Property Registration Act, a municipality
26 may adopt a vacant property registration ordinance which applies to any
27 type of either residential or commercial buildings or both, located
28 within the corporate limits of the municipality, except that a vacant
29 property registration ordinance shall not apply to property owned by the
30 federal government, the State of Nebraska, or any political subdivision
31 thereof. A vacant property registration ordinance shall create a city-

1 wide vacant property registration data base and clearly designate a
2 program administrator.

3 Sec. 6. (1) Owners of vacant property subject to a vacant property
4 registration ordinance adopted pursuant to section 5 of this act shall be
5 required to register such property with the program administrator if the
6 property has been vacant for one hundred eighty days or longer. A vacant
7 property registration ordinance registration form shall be in either
8 paper or electronic form, and the following information shall be
9 required:

10 (a) The name, street address, mailing address, telephone number,
11 and, if applicable, the facsimile number and email address of the
12 property owner and his or her agent;

13 (b) The street address and parcel identification number of the
14 vacant property;

15 (c) The transfer date of the instrument conveying the property to
16 the owner; and

17 (d) The date on which the property became vacant.

18 (2)(a) A vacant property registration ordinance may require payment
19 of a fee one hundred eighty days after initial registration of the vacant
20 property pursuant to subsection (1) of this section or three hundred
21 sixty days after the property becomes vacant, whichever is sooner, and
22 may require the payment of supplemental registration fees at intervals
23 not more frequently than every six months thereafter for as long as the
24 property remains on the vacant property registration data base. The
25 initial registration fee shall be not more than two hundred fifty dollars
26 for a residential property and not more than one thousand dollars for a
27 commercial property. A supplemental registration fee shall be not more
28 than double the previous fee amount, with a maximum supplemental
29 registration fee of ten times the initial registration fee amount.
30 Registration fees may be refundable for the year preceding the date on
31 which the property is no longer vacant.

1 (b) A vacant property registration ordinance shall provide an
2 exemption to the registration and fee requirements for vacant property
3 that is advertised in good faith for sale or lease.

4 (c) A vacant property registration ordinance may provide exemptions
5 to the registration and fee requirements, including, but not limited to,
6 for vacant property:

7 (i) Only considered to be a seasonal residence;

8 (ii) Damaged by fire, weather, an act of God, or vandalism;

9 (iii) Under construction or renovation;

10 (iv) Where the owner is temporarily absent, but who has demonstrated
11 his or her intent to return; and

12 (v) Which is subject to divorce, probate, or estate proceedings.

13 Sec. 7. (1) A vacant property registration ordinance shall:

14 (a) Provide that a subsequent owner or owners of property subject to
15 the ordinance will assume the obligations of the previous owner or
16 owners;

17 (b) Provide for removal of the property from the vacant property
18 registration database when the property is no longer vacant;

19 (c) Require submission of an owner plan for occupancy of the
20 property; and

21 (d) Provide that owners have the right to prior notice and to appeal
22 adverse decisions of the municipality or the program administrator. Such
23 notice shall be sent by certified mail to the registered owner at the
24 address maintained in the register of deeds' office at least ten days
25 prior to such adverse decision.

26 (2) A vacant property registration ordinance may allow the program
27 administrator or his or her designee to inspect the interior and exterior
28 of the vacant property upon registration and at one-year intervals
29 thereafter for so long as the property remains on the vacant property
30 registration data base. A vacant property registration ordinance may
31 provide for municipal fines for failure to comply with its requirements.

1 A municipality may enforce the collection of vacant property registration
2 fees by civil action in any court of competent jurisdiction. Unpaid
3 vacant property registration fees and unpaid fines for any violation of a
4 vacant property registration ordinance shall become a lien on the
5 applicable property upon the recording of a notice of such lien in the
6 office of the register of deeds of the county in which the applicable
7 property is located. The lien created under this subsection shall be
8 subordinate to all liens on the applicable property recorded prior to the
9 time the notice of such lien under this subsection is recorded.

10 Sec. 8. The provisions of the Vacant Property Registration Act
11 shall be supplemental and in addition to any other laws of the State of
12 Nebraska relating to vacant property.

13 Sec. 9. The Revisor of Statutes shall assign sections 1 to 8 of
14 this act to Chapter 19.

ORDINANCE NO. ____

AN ORDINANCE TO ENACT VACANT PROPERTY REGISTRATION REGULATIONS IN THE CITY OF ST. PAUL; TO REPEAL ANY ORDINANCE, OR PARTS OF ANY ORDINANCE IN CONFLICT WITH THIS ORDINANCE; AND TO PROVIDE FOR THE EFFECTIVE DATE OF SUCH ORDINANCE.

WHEREAS, on March 21, 2018 the Nebraska Governor signed into law, the Nebraska Vacant Property Registration Act; and

WHEREAS, the Nebraska Vacant Property Registration Act recognizes that vacant properties have the potential to create a host of problems for Nebraska communities, including the propensity to foster criminal activity, create public health problems, and diminish quality of life; and

WHEREAS, vacant property has the potential to reduce the value of area properties, increase the risk of property damage through arson and vandalism, and discourage neighborhood stability; and

WHEREAS, a vacant property registration ordinance allows a municipality to discourage property vacancy, maintain unoccupied buildings, provide a database of vacant properties and their owners, and assess fees for the increased public costs associated with vacant properties.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of St. Paul, Nebraska:

SECTION 1: That Chapter 11, Article 1 of the St. Paul City Code is hereby enacted and shall be entitled Vacant Property Registration Act, and shall include the following sections enacted as part of this ordinance together with any additions that may heretofore be adopted by the Mayor and City Council of the City of St. Paul, Nebraska.

Article 1. Vacant Property Registration Act

§11-101 VACANT PROPERTY REGISTRATION; DEFINITIONS. As used in this Article, unless the context otherwise requires, the following definitions shall apply:

Evidence of Vacancy shall mean any condition or circumstance that on its own or in combination with other conditions or circumstances would lead a reasonable person to believe that a residential building or commercial building is vacant. Such conditions or circumstances may include, but are not limited to:

- (1) Overgrown or dead vegetation, including grass, shrubbery, and other plantings;
- (2) An accumulation of abandoned personal property, trash, or other waste;
- (3) Visible deterioration or lack of maintenance of any building or structure on the property;
- (4) Graffiti or other defacement of any building or structure on the property; or

(5) Any other condition or circumstance reasonably indicating that the property is not occupied for residential purposes or being used for the operation of a lawful business.

Owner shall mean the person or persons shown to be the owner or owners of record on the records of the Howard County Register of Deeds.

Residential building shall mean a house, condominium, townhouse, apartment unit or building, or a trailer house.

Vacant shall mean that a residential building or commercial building exhibits evidence of vacancy.

§11-102. VACANT PROPERTY REGISTRATION; APPLICABILITY AND ADMINISTRATION.

(1) This Article shall apply to any type of either residential or commercial building or both, located within the corporate limits of the City of St. Paul, except any property owned by the federal government, the State of Nebraska, or any political subdivision thereof or any property specifically referenced in Section 11-104.

(2) The City of St. Paul shall maintain a database of vacant property within the corporate limits of the City of St. Paul, Nebraska. Said database shall be maintained by the **Zoning Administrator** of the City of St. Paul.

§11-103 VACANT PROPERTY REGISTRATION; PROCEDURE AND FEES.

(1) Owners of vacant property, as defined in this Article, shall be required to register such property with the Zoning Administrator if the property has been vacant for one hundred eighty (180) days or longer. Registration shall be completed by the completion of a vacant property registration form in either paper or electronic form, upon which the following information shall be required:

- (a) Name, street address, mailing address, telephone number, and, if applicable, the facsimile number and email address of the property owner and his or her agent;
- (b) Street address and parcel identification number of the vacant property;
- (c) Transfer date of the instrument conveying the property to the owner;
- (d) Date on which the property became vacant; and
- (e) Owner plan of occupancy.

(2) Owners of vacant property shall be required to pay an initial registration fee one hundred eighty (180) days after initial registration of the vacant property pursuant to subsection (1) of this section or three hundred sixty (360) days after the property becomes vacant, whichever is sooner. The initial registration fee for residential properties shall be \$250.00. The initial registration fee for commercial properties shall be \$1,000.00.

(3) Owners of vacant property shall be required to pay an additional supplemental fee each year for as long as the property remains on the vacant property registration database. The supplement fee shall be \$500.00. The maximum supplemental fee charged shall not exceed \$2,500.00.

§11-104. VACANT PROPERTY REGISTRATION; EXEMPTION.

Vacant property that is advertised in good faith for sale or lease shall be exempted from the provisions of this Article.

§11-105. VACANT PROPERTY REGISTRATION; INSPECTION.

The **Zoning Administrator** or his/her designee shall inspect the interior and exterior of the vacant property upon registration and at one-year intervals thereafter for so long as the property remains on the vacant property registration database.

§11-106. VACANT PROPERTY REGISTRATION; COLLECTION OF FEES AND FINES.

- (1) The City may enforce the collection of vacant property registration fees by civil action in any court of competent jurisdiction.
- (2) Unpaid vacant property registration fees and unpaid fines for any violation of this Article shall become a lien on the applicable property upon the recording of a notice of such lien in the office of the Howard County Register of Deeds. The lien created under this subsection shall be subordinate to all liens on the applicable property recorded prior to the time the notice of such lien under this subsection is recorded.

§11-107. VACANT PROPERTY REGISTRATION; OTHER PROVISIONS.

- (1) If vacant property changes ownership, the subsequent owner or owners of the vacant property shall assume the obligations of the previous owner or owners.
- (2) If at any time vacant property that has been registered with the database ceases to be classified as vacant, or subsequently meets one of the exemptions, the owner or owners shall notify the **Zoning Administrator** who shall upon proof of such change in circumstances remove said property from the database.
- (3) If the owner or owners of any property subject to this Article object to any determination made by the City or the Zoning Administrator pursuant to this Article, they may appeal said determination to the City Council.
- (4) Notice of any determination made pursuant to this Article shall be sent by certified mail to the registered owner at the address maintained in the Register of Deeds' office. Any determination shall not take effect until ten (10) days after the sending of said notice.

SECTION 2. That any Ordinance or parts of any Ordinances in conflict herewith are hereby repealed.

SECTION 3. That this ordinance shall become effective and be in full force and effect after its passage, adoption, and publication as provided by law.

Approved and adopted this _____ day of _____, 2022.

CITY OF ST. PAUL, NEBRASKA

By: _____
Joel M. Bergman, Mayor

ATTEST:

Connie Jo Beck, City Clerk

Ameritas

Elm, Lagoon Cleanout, Kelly Crf

CITY OF ST. PAUL, NEBRASKA

GENERAL OBLIGATION VARIOUS PURPOSE

BONDS, SERIES 2016

\$495,000 - DATED 5-5-16

Wtr	209,344.49	43%
SWR	212,086.58	43%
St	73,568.93	14%

Kelly Crf
Lagoon clean
167,500

Debt Service Schedule

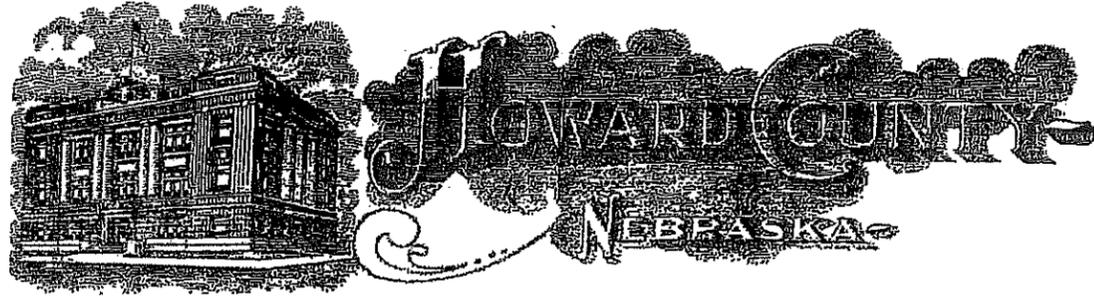
Date	Principal	Coupon	Interest	Total P+I
11/01/2016	-	-	2,883.22	2,883.22
05/01/2017	80,000.00	0.800%	2,948.75	82,948.75
11/01/2017	-	-	2,628.75	2,628.75
05/01/2018	80,000.00	1.000%	2,628.75	82,628.75
11/01/2018	-	-	2,228.75	2,228.75
05/01/2019	80,000.00	1.100%	2,228.75	82,228.75
11/01/2019	-	-	1,788.75	1,788.75
05/01/2020	80,000.00	1.250%	1,788.75	81,788.75
11/01/2020	-	-	1,288.75	1,288.75
05/01/2021	90,000.00	1.400%	1,288.75	91,288.75
11/01/2021	-	-	658.75	658.75
05/01/2022	85,000.00	1.550%	658.75	85,658.75
Total	\$495,000.00	-	\$23,019.47	\$518,019.47

Yield Statistics

Bond Year Dollars	\$1,754.50
Average Life	3.544 Years
Average Coupon	1.3120245%
Net Interest Cost (NIC)	1.7211154%
True Interest Cost (TIC)	1.7358732%
Bond Yield for Arbitrage Purposes	1.3099893%
All Inclusive Cost (AIC)	1.7358732%
IRS Form 8038	
Net Interest Cost	1.3120245%
Weighted Average Maturity	3.544 Years

Paid in Full 5-1-22

New Bond
Water Refinancing
Kelly Crf, Elm, Lagoon



May 4, 2022

Neighboring Landowner:

As an owner of property within one mile of JWH Farms LLC land, located in the S ½ of S ½ of Section 30-15-9W of the 6th P.M. in Howard County you are being advised of an application for a Conditional Use Permit for a Hornady Gun Club.

A public hearing for this Conditional Use Permit is being held at 8:25 p.m. on Wednesday, May 18, 2022, in the Assembly Room of the Howard County Courthouse.

If you have questions or concerns, feel free to contact me at the Planning & Zoning Office on Tuesdays and Thursdays from 9:00 a.m. to 3:00 p.m.

Sincerely,

Cherri Klinginsmith

Cherri Klinginsmith, Administrator
Howard County Planning & Zoning
308-754-9121



Parcel Information	
Parcel ID	471008490
Links	Document #1 Document #2 Site Plan #1
Map Number	2717-30-0-00000-000-0018
Cadastral #	0000-0000
Current Owner	HORNADY FARMS LLC
Mailing Address	PO BOX 1848 GRAND ISLAND NE 68802-
Situs Address	
Tax District	8
Tax ID	0000-0000
School District	ST PAUL SCH DIST #1
Neighborhood	7100
Property Class	Agricultural
Lot Width x Depth	
Legal Description	(SP TWP) S1/2 S1/2 30-15-9 (155.86 ACRES)

Assessed Values				
Year	Total	Land	Improvements	Outbuildings
2021	\$309,594	\$309,594	\$0	\$0

2021 Tax Information	
Taxes	\$3,949.58
Tax Levy	1.404783

2021 Tax Levy	
Description	Rate
AG SOCIETY	0.003287
CENTRAL COMM-COLLEGE	0.091824
COUNTY GENERAL	0.165302
ED SERVICE UNIT #10	0.014876
HISTORICAL SOCIETY	0.000881
LOWER LOUP NRD #1	0.030786
ST PAUL FIRE #1	0.017354
ST PAUL SCH #1 BOND 2009	0.075106
ST PAUL SCH DIST #1	1.005367

5 Year Sales History				
Date	Book/Page	# Parcels	Grantor	Price
2022/04/11	22-1612	1	JWH FARMS LLC	\$0.00
2022/02/10	22-0829	1	FREDERICK LEE INVESTMENTS,~LLC	\$456,000.00



Property Classification			
Status:	Unimproved	Location:	Rural
Property Class:	Agricultural	City Size:	No Population
Zoning:	Agricultural	Lot Size:	40.01-160.00 ac.

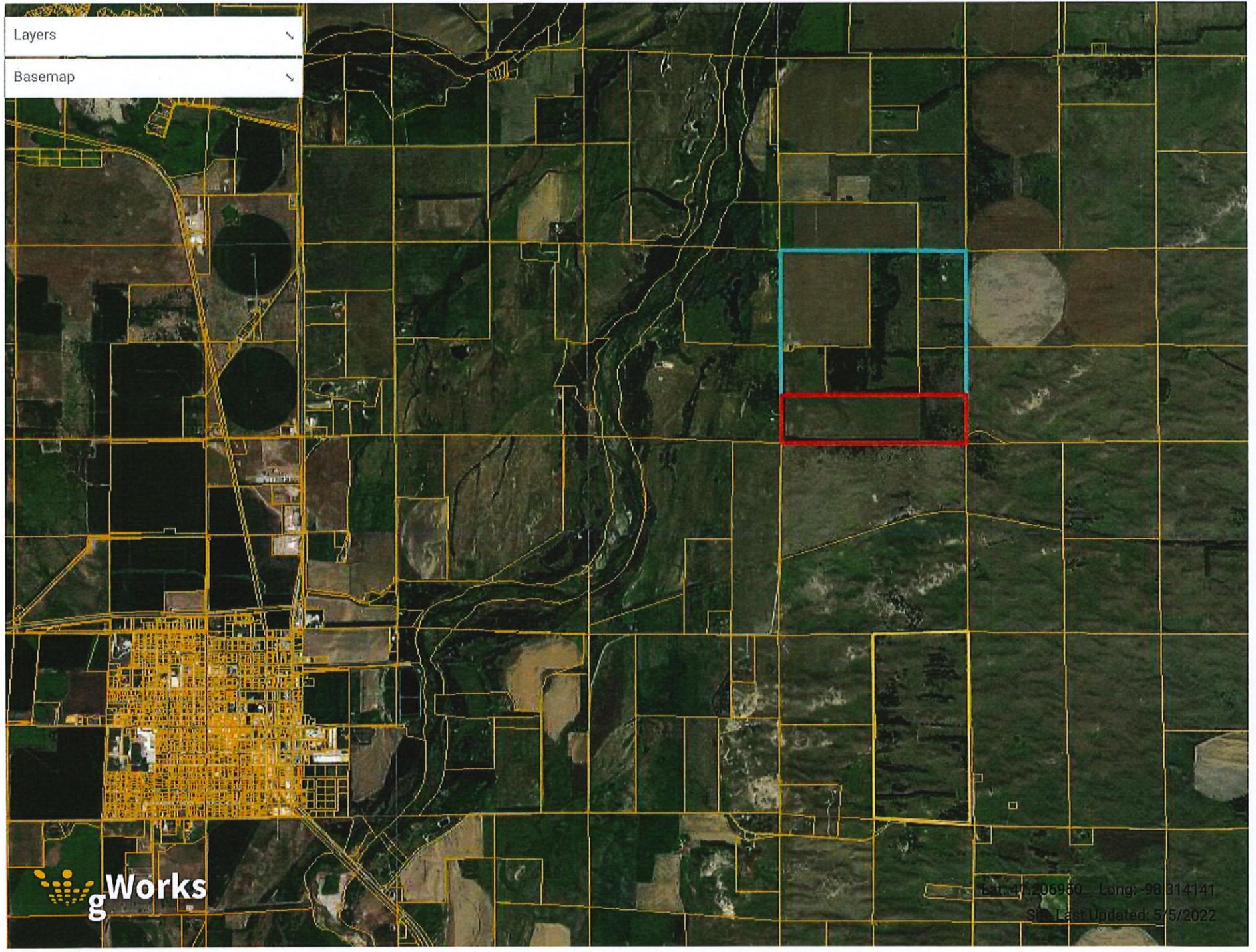
Historical Valuation Information							
Year	Billed Owner	Land	Impr	Outbldg	Total	Taxable	Taxes
2021	FREDERICK LEE INVESTMENTS, LLC	\$309,594	\$0	\$0	\$309,594	\$309,594	\$3,949.58
2020	FREDERICK LEE INVESTMENTS, LLC	\$309,805	\$0	\$0	\$309,805	\$309,805	\$3,882.06
2019	FREDERICK LEE INVESTMENTS, LLC	\$309,259	\$0	\$0	\$309,259	\$309,259	\$3,494.00
2018	FREDERICK LEE INVESTMENTS, LLC	\$309,259	\$0	\$0	\$309,259	\$309,259	\$3,454.48
2017	FREDERICK LEE INVESTMENTS, LLC	\$320,824	\$0	\$0	\$320,824	\$320,824	\$3,519.36

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

Agland Inventory							
Soil Symbol	Soil Name	Land Use	LVG Code	Spot LVG	Value/Acre	Acres	Total Value
4553	ELSMERE LOAMY FINE SAND, 0 TO 3 PERCENT SLOPES	DRY	3D	GRP1	2,200	27.62	60,764
4775	VALENTINE AND THURMAN SOILS, 0 TO 17 PERCENT SLOPES	DRY	4D	GRP1	2,000	73.94	147,880
6565	THURMAN LOAMY FINE SAND, LOAMY SUBSTRATUM, 0 TO 2 PERCENT SLOPES	DRY	2D	GRP1	2,400	0.61	1,464
6700	THURMAN LOAMY FINE SAND, 0 TO 2 PERCENT SLOPES	DRY	2D	GRP1	2,400	27.43	65,832
6703	THURMAN LOAMY FINE SAND, 2 TO 6 PERCENT SLOPES	DRY	3D1	GRP1	2,300	6.03	13,869
9063	KENESAW SILT LOAM, 0 TO 1 PERCENT SLOPES	DRY	1D	GRP1	2,500	1.65	4,125
4553	ELSMERE LOAMY FINE SAND, 0 TO 3 PERCENT SLOPES	GRAS	1G1		1,275	1.92	2,448
4775	VALENTINE AND THURMAN SOILS, 0 TO 17 PERCENT SLOPES	GRAS	2G		1,175	7.86	9,236
6565	THURMAN LOAMY FINE SAND, LOAMY SUBSTRATUM, 0 TO 2 PERCENT SLOPES	GRAS	3G1		1,150	0.76	874
6700	THURMAN LOAMY FINE SAND, 0 TO 2 PERCENT SLOPES	GRAS	1G		1,175	2.64	3,102
1500	ROADS & DITCHES	ROAD	1500		0	1.89	0
					Totals	152.35	309,594

Photo/Sketch	

North ↑



Layers
Basemap

 gWorks

Lat: 47.206950 Long: -98.314141
Site Last Updated: 5/5/2022

City of St. Paul - Certificates of Deposit
Dept. Fund
04/30/2022
(All CD's are automatically renewable)

BANK	CD #	MATURITY DATE	AMOUNT	TERM	CURRENT RATE	INTEREST
General (Homestead)	3212279	7/8/24	\$162,923.23	60 Months	2.90%	Compound Qtrly
General (Citizens)	109366	11/15/23	\$61,424.54	60 Months	3.20%	Mthly Compound
General (Citizens)	109367	11/15/23	\$61,413.47	60 Months	3.20%	Mthly Compound
General (Homestead)	3272801	2/3/25	\$41,263.69	36 Months	0.70%	Compound Qtrly
General (Homestead)	3051705	4/10/22	\$228,866.14	60 Months	1.70%	Compound Qtrly
		Total	\$555,891.07			
Light (Homestead)	3640996	5/15/22	\$45,493.53	60 Months	1.70%	Compound Qtrly
Light (Homestead)	3233633	2/3/25	\$42,892.53	36 Months	0.70%	Compound Qtrly
		Total	\$88,386.06			
		Total				
Water (Homestead)	3398295	2/3/25	\$ 32,576.61	36 Months	0.70%	Compound Qtrly

City of St. Paul - Certificates of Deposit

Dept. Fund

04/30/2022

(All CD's are automatically renewable)

Sewer (Homestead)	3729928	2/3/25	\$38,006.04	36 Months	0.70%	Compound Qtrly
Sewer (Homestead)	3854749	2/3/25	\$38,006.04	36 Months	0.70%	Cmpound Qtrly
		Total	\$76,012.08			
Fire (Homestead)	3302364	2/3/25	\$24,975.41	36 Months	0.70%	Compound Qtrly
Ambulance (Homestead)	3628065	3/3/25	\$53,751.40	36 Months	0.70%	Compound Qtrly
Park (Homestead)	3229852	2/3/25	\$43,435.48	36 Month	0.70%	Compound Qtrly
Sale Tx (Citizens)11302	109680	10/25/23	\$82,567.38	18 Month	0.65%	Compound Qtrly
Totals			\$957,595.49			